PART E

CONTRACT

This Contract is entered into as of the Effective Date (defined as the date approved by the Board and executed by the Chairman) between Polk County, a political subdivision of the State of Florida, hereinafter known as the "County", and Gibbs & Register, Inc. their successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 23-377, Wabash Ave Multi-use Trail.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of $3.592.360.80 plus the Allowance Work amount of $179,618 the total sum being $3,771,978.80. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are hereby attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 226 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 226 days. The allowance time for this project is 11 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment due until such time retainage is reduced in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contractor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY:_____
, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

Sandra B. Haul 11/3/23
County Attorney's Office Date

ATTEST:

Heather L. Winters
Corporate Secretary

SEAL

CONTRACTOR: GIBBS & REGISTER, INC

BY:_____
Authorized Corporate Officer or Individual

John E. Rodriguez
(Printed or Typed Name of Signer)

President
(Printed or Typed Title of Signer)

232 S. Dillard Street Winter Garden, FL 34787
(Business Address of Contractor)

(407) 654-6133
(Telephone Number)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF Florida COUNTY OF Orange
The foregoing instruments was acknowledged before me this
8/21/2023 By John E. Rodrgiuez, President

(Date) 8/21/2023 (Name of officer or agent, title of officer or agent)
on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. Who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)
in the foregoing instrument and certified the same to be true in all respects.
Subscribed and sworn to (or affirmed) before me this August 21, 2023
(Date)

JENNIFER TERESA SPOLYAR
Notary Public-State of Florida
Commission # HH 242686
My Commission Expires
July 04, 2026

_____ Commission Number HH242686
(Official Notary Signature and Notary Seal)
Jennifer T. Spolyar Commission Expiration Date 7/4/2026
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this
_____ By _____
(Date) (Name of acknowledging partner or agent)
on behalf of _____ a partnership. Who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters
(Type of Identification)
in the foregoing instrument and certified the same to be true in all respects.
Subscribed and sworn to (or affirmed) before me this _____
(Date)
_____ Commission Number _____
(Official Notary Signature and Notary Seal)
_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this
_____ By _____
(Date) (Name of acknowledging)
who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters
(Type of Identification)
in the foregoing instrument and certified the same to be true in all respects.
Subscribed and sworn to (or affirmed) before me this _____
(Date)
_____ Commission Number _____
(Official Notary Signature and Notary Seal)
_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

Appendix "I"

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received American Rescue Plan Act, State and Local Fiscal Recovery Funds ("SLFRF") for the services to be provided under the Agreement from the U.S. Department of Treasury. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Consultant, and any resulting contracts between the prime Consultant and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Equal Employment Opportunity. (Applicable to construction only)

During the performance of this Contract, the Contractor agrees as follows:
(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States

2. **Contract Work Hours and Safety Standards Act**.

(1) Overtime requirements. Neither the Consultant, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

(3) Withholding for unpaid wages and liquidated damages. the U.S. Department of Treasury, the applicable Federal agency, or Polk County as the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subcontractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

3. **Clean Air Act and the Federal Water Pollution Control Act**.

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

4. **Debarment and Suspension. (Exhibit "A")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that

none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the U.S. Department of Treasury and the County. The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Consultants who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

7. **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. **Access to Records**. The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Consultant agrees to provide Polk County and the U.S. Department of Treasury, or any of their authorized representatives, including but not limited to the Government Accountability Office ("GOA"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC"), access to any books, documents, papers, and records of the Consultant which are directly pertinent to

this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the U.S. Department of Treasury or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

10. **USDT Seal, Logo, and Flags**. The Consultant shall not use the USDT seal(s), logos, crests, or reproductions of flags or likenesses of USDT agency officials without specific USDT pre- approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that U.S. Department of Treasury American Rescue Plan financial assistance will be used to fund the Contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

12. **No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from this Purchase Order.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Purchase Order.

14. **Changes.**

All changes, if any, must be performed in accordance with the RFP Documents, including, without limitation, Article 11 and Article 12 of the General Conditions, as well as with any and all Federal supplemental requirements. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant, and reasonable for the completion of the project scope. A cost analysis must be performed. The profit must be negotiated as a separate cost from the Consultant's cost. Consultants must provide a complete breakdown of all costs associated with the purchase.

Should the successful consultant request a change of work, or additional work, after execution of the contract, and it can be reasonably determined that the consultant was aware of the needed change or additional work prior to the award, the consultant will perform the work at no additional cost to the County.

15. **Default and Remedy**.

Process. If the Consultant materially defaults in the timely performance of any Contract obligation, or if the Consultant is otherwise in material default of the Contract, including, without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other consultants or providers at the Consultant's sole cost and expense to provide those unperformed or deficient Contract obligations of the Consultant; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Consultant pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Consultant, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of American Rescue Plan funding caused, directly or indirectly, by the Consultant's delay. Upon any such termination pursuant to this Section, the County shall pay the Consultant the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Consultant shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Consultant's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Consultant's assets, a general assignment by the Consultant for the benefit of creditors, or any action taken by or suffered by Consultant under any insolvency or bankruptcy act; or the Consultant is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
GIBBS & REGISTER, INC.

Filing Information

Document Number	S02325
FEI/EIN Number	59-3026022
Date Filed	09/17/1990
Effective Date	09/13/1990
State	FL
Status	ACTIVE

Principal Address

232 SOUTH DILLARD STREET
WINTER GARDEN, FL 34787

Changed: 09/01/2006

Mailing Address

232 SOUTH DILLARD STREET
WINTER GARDEN, FL 34787

Changed: 09/01/2006

Registered Agent Name & Address

Bateman, Mark G
232 SOUTH DILLARD STREET
WINTER GARDEN, FL 34787

Name Changed: 01/30/2019

Address Changed: 01/03/2011

Officer/Director Detail

Name & Address

Title CFO, Director

BATEMAN, MARK G
232 SOUTH DILLARD STREET
WINTER GARDEN, FL 34787

Title Secretary, Director

WINTERS, HEATHER G
232 SOUTH DILLARD STREET
WINTER GARDEN, FL 34787

Title President, Director

Rodriguez, John E
232 SOUTH DILLARD STREET
WINTER GARDEN, FL 34787

Title VP

Patel, Ketan
232 SOUTH DILLARD STREET
WINTER GARDEN, FL 34787

Annual Reports

Report Year	Filed Date
2022	01/13/2022
2022	02/24/2022
2023	01/03/2023

Document Images

01/03/2023 -- ANNUAL REPORT	View image in PDF format
02/24/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/13/2022 -- ANNUAL REPORT	View image in PDF format
01/06/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
01/30/2019 -- ANNUAL REPORT	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
01/26/2017 -- ANNUAL REPORT	View image in PDF format
01/13/2016 -- ANNUAL REPORT	View image in PDF format
02/25/2015 -- ANNUAL REPORT	View image in PDF format
02/05/2014 -- ANNUAL REPORT	View image in PDF format
02/05/2013 -- ANNUAL REPORT	View image in PDF format
01/25/2012 -- ANNUAL REPORT	View image in PDF format
01/03/2011 -- ANNUAL REPORT	View image in PDF format
02/09/2010 -- ANNUAL REPORT	View image in PDF format
08/27/2009 -- ANNUAL REPORT	View image in PDF format
01/08/2009 -- ANNUAL REPORT	View image in PDF format
01/15/2008 -- ANNUAL REPORT	View image in PDF format
07/20/2007 -- ANNUAL REPORT	View image in PDF format
03/20/2007 -- ANNUAL REPORT	View image in PDF format
01/29/2007 -- ANNUAL REPORT	View image in PDF format
09/01/2006 -- ANNUAL REPORT	View image in PDF format
05/02/2006 -- ANNUAL REPORT	View image in PDF format

04/29/2005 -- ANNUAL REPORT	View image in PDF format
04/05/2004 -- ANNUAL REPORT	View image in PDF format
04/25/2003 -- ANNUAL REPORT	View image in PDF format
03/12/2002 -- ANNUAL REPORT	View image in PDF format
04/12/2001 -- ANNUAL REPORT	View image in PDF format
05/19/2000 -- ANNUAL REPORT	View image in PDF format
03/12/1999 -- ANNUAL REPORT	View image in PDF format
03/17/1998 -- ANNUAL REPORT	View image in PDF format
04/29/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
04/21/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Adobe Acrobat PDF edit, convert, sign tools | chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2023_05_23_Web_Update_PFIA_Prohibited_List.pdf?ver=2023-05-...
You are in! - Polk G... | Polk One Portal - H... | Home | Canvas - UCF | myUCF | Yuzu Library | FYI Polk | Trello | Oracle Applications | Conga Contracts | Home Page - Comp... | Old Oracle | https://apps.polk-c... | Learning Explorer -... | DEV 3
sbafla.com / 2023_05_23_W...ohibited_List
Open on desktop
...
Acrobat
be account to use
th Google
in, or
DF
nages
es
pages
s

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
COSL Singapore Capital Ltd	Iran	Singapore	December 4, 2018	Yes
Daqing Huake Group Co Ltd	Sudan	China	March 25, 2008	Yes
Egypt Kuwait Holding Co. SAE	Sudan	Kuwait	January 13, 2009	Yes
Engen Botswana	Sudan & Iran	Botswana	March 24, 2015	Yes
FACC AG	Sudan	Austria	June 4, 2019	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Gazprom Promgaz	Iran	Russia	June 4, 2019	Yes
GPN Capital SA	Iran	Luxembourg	June 4, 2019	Yes
Harbin Electric Co. Ltd.	Sudan	China	September 19, 2007	Yes
Hindustan Petroleum Corporation Ltd	Sudan & Iran	India	June 13, 2018	Yes
Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
Jiangxi Hongdu Aviation	Sudan	China	September 19, 2007	Yes

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Antitrust Violator Vendor List

Antitrust Violator Vendor List

The Department of Management Services maintains a "list of the names and addresses of the persons or affiliates who have been disqualified from the public contracting and purchasing process" under section 287.137, Florida Statutes.

There are currently no vendors on this list.

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

There are currently no vendors on this list.

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains a "list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

SAM.GOV

GIBBS & REGISTER, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
V5BNJF97BDZ3	**31HS7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Nov 30, 2023**	
Physical Address	Mailing Address	
232 S Dillard ST **Winter Garden, Florida 34787-3586** **United States**	**232 S. Dillard ST** **Winter Garden, Florida 34787-3535** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 10	**Florida / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 2, 2022	**Nov 30, 2022**	**Sep 16, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 13, 1990	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure

For Profit Organization

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**31HS7**

Points of Contact

Electronic Business

Jennifer Spolyar	**232 S Dillard ST** **Winter Garden, Florida 34787** **United States**
Mark Bateman, CFO	232 S Dillard ST Winter Garden, Florida 34787 United States

Government Business

John Rodriguez, President	**232 S. Dillard ST.** **Winter Garden, Florida 34787** **United States**

Past Performance

John Rodriguez, President	**232 S. Dillard ST.** **Winter Garden, Florida 34787** **United States**
Mark Bateman, CFO	232 S Dillard ST Winter Garden, Florida 34787 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**237310**	**Highway, Street, And Bridge Construction**
	221310	**Water Supply And Irrigation Systems**
	221320	**Sewage Treatment Facilities**
	237110	**Water And Sewer Line And Related Structures Construction**
	237990	**Other Heavy And Civil Engineering Construction**
	238910	**Site Preparation Contractors**

Disaster Response

This entity does not appear in the disaster response registry.

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Document reader download link

- Adobe PDF Reader

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

March 09,2023

GIBBS & REGISTER, INC.
232 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, R&R MINOR BRIDGES, SIDEWALK, CURBS, DRIVEWAYS, AND UNDERGROUND UTILITIES.

Unless notified otherwise, this Certificate of Qualification will expire 6/30/2024.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

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

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RODRIGUEZ, JOHN EDWARD

GIBBS & REGISTER INC
232 SOUTH DILLARD ST.
WINTER GARDEN FL 34787

LICENSE NUMBER: CGC062479

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RODRIGUEZ, JOHN EDWARD

GIBBS & REGISTER, INC.
232 SOUTH DILLARD ST.
WINTER GARDEN FL 34787

LICENSE NUMBER: CUC1224871

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KARASH, MATTHEW R.
1123 GOLF VIEW STREET
ORLANDO FL 32804

LICENSE NUMBER: PE66586

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

GUIGNARD
SURETY BONDS

August 18, 2023

Polk County
330 W. Church St.
Bartow, FL 33830

Re: ***Authority to Date Bonds and Powers of Attorney***
Principal: Gibbs & Register, Inc.
Bond No.: 4184097
Project: Bid No. 23-377, Wabash Ave Multi-Use Trail, Lakeland, FL

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once dated, please send a copy of the ***dated*** bonds to our office.

Best regards,
Great American Insurance Company

Jennifer L. Hindley
Attorney in Fact

Bond No.: 4184097

EXHIBIT II-A

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Gibbs & Register, Inc., 232 S. Dillard Street, Winter Garden, FL 34787, (407) 654-6133 as Principal, and Great American Insurance Company, as Surety, located at 301 East 4th Street, Cincinnati, OH 45202, (513) 369-5000 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of (*) Dollars ($3,771,978.80) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. (*) Three Million Seven Hundred Seventy-one Thousand Nine Hundred Seventy-eight And 80/100

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in: (i) that certain purchase order dated (date of award) (the "Purchase Order") between Principal and Obligee for performance of Bid No. 23-377 (**) (the "Bid") (the Bid and the Purchase Order are both fully incorporated herein and made a part of this Performance Bond by reference and are referred to hereinafter collectively as the "Bid Documents"; and (2) the Bid, at the times and in the manner prescribed in the Bid Documents, and;
   (**) Wabash Ave Multi-use Trail, Lakeland, FL
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Bid Documents; and

3. Performs the guarantee of all work and materials furnished under the Bid Documents for the time specified therein; and

4. Satisfies all claims and demands incurred under the Bid Documents, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Bid Documents during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.
The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies

against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Bid Documents entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Bid Documents granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Bid Documents as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Bid Documents and compliance or non-compliance with any formalities connected with the Bid Documents or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

The undersigned expressly acknowledge their obligations and liability for payment of liquidated damages suffered by the Obligee under the provisions of the Bid Documents

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20___.

ATTEST:

_____
Witness

_____
Witness

PRINCIPAL: Gibbs & Register, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

John E. Rodriguez
Printed Name

President
Title of Person Signing Above

ATTEST:

_____
Witness

_____
Witness

SURETY: Great American Insurance Company
Printed Name

_____
Attorney in Fact
Jennifer L. Hindley, Attorney in Fact &
FL Licensed Resident Agent (SEAL)
Printed Name

301 East 4th Street
Cincinnati, OH 45202
Business Address
Inquiries: (407) 834-0022

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Bond No.: 4184097

EXHIBIT II-B

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Gibbs & Register, Inc., 232 S. Dillard Street, Winter Garden, FL 34787, (407) 654-6133 as Principal, and Great American Insurance Company, as Surety, located at 301 East 4th Street, Cincinnati, OH 45202, (513) 369-5000 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of (*) Dollars ($ 3,771,978.80) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

(*) Three Million Seven Hundred Seventy-one Thousand Nine Hundred Seventy-eight And 80/100

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with: (i) that certain purchase order dated _____(date of award) (the "Purchase Order") between Principal and Obligee for performance of Bid No. 23-377(**) (the "Bid") (the Bid and the Purchase Order are both fully incorporated herein and made a part of this Payment Bond by reference and are referred to hereinafter collectively as the "Bid Documents"; and (2) the Bid;

(**) Wabash Ave Multi-Use Trail, Lakeland, FL

then the Surety shall have no obligation under this Payment Bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Bid Documents entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Bid Documents granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Bid Documents as a result of any proceeding initiated

under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Bid Documents and compliance or non-compliance with any formalities connected with the Bid Documents or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20___.

ATTEST:

_____
Witness

_____
Witness

PRINCIPAL: Gibbs & Register, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

John E. Rodriguez
Printed Name

President
Title of Person Signing Above

ATTEST:

_____
Witness

_____
Witness

SURETY: Great American Insurance Company
Printed Name

_____
Attorney in Fact
Jennifer L. Hindley, Attorney in Fact &
FL Licensed Resident Agent (SEAL)
Printed Name
301 East 4th Street
Cincinnati, OH 45202
Business Address
Inquiries: (407) 834-0022

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TEN

No. 0 21820

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
MARGIE L. MORRIS	JENNIFER L. HINDLEY	LONGWOOD, FLORIDA	ALL
BRYCE R. GUIGNARD	CHRISTINE MORTON	LONGWOOD, FLORIDA	$100,000,000
APRIL L. LIVELY	KELLY PHELAN	LONGWOOD, FLORIDA	
ALLYSON FOSS WING	DAVID R. TURCIOS	LONGWOOD, FLORIDA	
WESLEY MATTHEW ADCOCK		LONGWOOD, FLORIDA	
DEBORAH ANN MURRAY		TAMPA, FLORIDA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5TH day of JANUARY , 2023

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 5TH day of JANUARY , 2023 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of ,

Assistant Secretary

INCORPORATED IN: Louisiana.

Great American Alliance Insurance Company

(NAIC #26832)

BUSINESS ADDRESS: 301 E. Fourth Street, Cincinnati, OH 45202.

PHONE: (513) 369-5000.

UNDERWRITING LIMITATION b/: $2,997,000.

SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Ohio.

Great American Insurance Company

(NAIC #16691)

BUSINESS ADDRESS: 301 E. Fourth Street, Cincinnati, OH 45202.

PHONE: (513) 369-5000.

UNDERWRITING LIMITATION b/: $311,389,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Ohio.

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

(NAIC #22136)

BUSINESS ADDRESS: 301 E. Fourth Street, Cincinnati, OH 45202.

PHONE: (513) 369-5000.

AM Best Rating Services

Great American Insurance Company

BestLink AMB #: 002213 NAIC #: 16691 FEIN #: 310501234

Domiciliary Address
301 E. Fourth Street
Cincinnati, Ohio 45202
United States

Web: www.greatamericaninsurancegroup.com
Phone: 513-369-5000
Fax: 513-369-5830

AM Best Rating Unit: AMB #: 005990 - Great American Insurance Companies

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058317 - American Financial Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 16, 2022
Initial Rating Date:	September 30, 1908

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 16, 2022
Initial Rating Date:	June 17, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Raymond Thomson, CPCU, ARe, ARM

Director: Erik Miller

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of American Financial Group, Inc. and Its Key Operating Subsidiaries
December 16, 2022

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1908.

Financial Strength Rating

Effective Date	Rating
December 16, 2022	A+
December 03, 2021	A+
October 28, 2020	A+
September 11, 2019	A+
August 17, 2018	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
December 16, 2022	aa-
December 03, 2021	aa-
October 28, 2020	aa-
September 11, 2019	aa-
August 17, 2018	aa-

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
005990	Great American Insurance Companies (SG) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.
087045	Great American Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.
094364	Great American Insurance Company (SGB)	Represents the Property/Casualty financials for the Singapore Branch of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 005990 - Great American Insurance Companies.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Dec 16, 2022	AM Best Affirms Credit Ratings of American Financial Group, Inc. and Its Key Operating Subsidiaries
Dec 14, 2022	AM Best Affirms Credit Ratings of El Aguila, Compañía de Seguros, S.A. de C.V.
Dec 03, 2021	AM Best Affirms Credit Ratings of American Financial Group, Inc. and Its Key Operating Subsidiaries
Dec 01, 2021	AM Best Revises Outlooks to Positive for El Águila, Compañía de Seguros, S.A. de C.V.
Jan 28, 2021	AM Best Places Credit Ratings of American Financial Group's L/A Subs Under Review After Announced Sale; Comments on P/C Subs
Nov 19, 2020	AM Best Affirms Credit Ratings of El Águila, Compañía de Seguros, S.A. de C.V.
Oct 28, 2020	AM Best Affirms Credit Ratings of American Financial Group, Inc.; Upgrades Ratings of Key Life and Workers' Comp Entities

1 2 3 4 Page size: 10 37 items in 4 pages

European Union Disclosures
A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures
A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures
A.M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

Copyright © 2023 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gibbs & Register, Inc. (hereinafter called the Principal) and Great American Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of One Hundred Seventy Nine Thousand Six Hundred Eighteen dollars ($ 179,618) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid No. 23-377, Wabash Ave Multi-Use Trail, Lakeland, FL

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 21st day of June 2023.

ATTEST:

Witness

Witness

PRINCIPAL: Gibbs & Register, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

John E. Rodriguez
Printed Name

President
Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY: Great American Insurance Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Jennifer L. Hindley, Attorney in Fact & FL Licensed Resident Agent
Printed Name

301 East 4th Street
Business Address

Cincinnati, OH 45202

Inquiries: (407) 834-0022

NOTES:
1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TEN

No. 0 21820

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
MARGIE L. MORRIS	JENNIFER L. HINDLEY	LONGWOOD, FLORIDA	ALL
BRYCE R. GUIGNARD	CHRISTINE MORTON	LONGWOOD, FLORIDA	$100,000,000
APRIL L. LIVELY	KELLY PHELAN	LONGWOOD, FLORIDA	
ALLYSON FOSS WING	DAVID R. TURCIOS	LONGWOOD, FLORIDA	
WESLEY MATTHEW ADCOCK		LONGWOOD, FLORIDA	
DEBORAH ANN MURRAY		TAMPA, FLORIDA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5TH day of JANUARY , 2023 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 5TH day of JANUARY , 2023 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 21st day of June , 2023 .

Assistant Secretary

S1029AH (03/20)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Elinn Peacock	
Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	PHONE (A/C, No, Ext): (386) 944-5804	FAX (A/C, No): (386) 333-6113
	E-MAIL ADDRESS: elinn.peacock@bbrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Greenwich Insurance Company	22322
INSURER B:	Markel American Insurance Company	28932
INSURER C:	XL Specialty Insurance Company	37885
INSURER D:	Ategrity Specialty Insurance Company	16427
INSURER E:		
INSURER F:		

INSURED
GIBBS & REGISTER, INC
232 S DILLARD ST
WINTER GARDEN FL 34787

COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			RGC3001756	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			RAC9438176	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			MKLM&EUL100633	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RWC3001755	07/01/2023	07/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Equipment Floater			UM00077629MA23A	07/01/2023	07/01/2024	Installation Floater Leased/ Rented Equip	$1,000,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS
PROJECT: WABASH AVE MULTI-USE TRAIL (23-377).
POLK COUNTY BOARD OF COUNTY COMMISSIONERS IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

POLK COUNTY BOARD OF COUNTY COMMISSIONERS
330 W. CHURCH ST.
BARTOW FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	GIBBS & REGISTER, INC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

POLLUTION AND PROFESSIONAL:
CARRIER: INDIAN HARBOR INSURANCE COMPANY
NAIC# 36940
POLICY NUMBER: PEC004496208
EFFECTIVE DATES: 12/07/2022-12/07/2023
LIMITS:
POLLUTION $1M EACH CONDITION WITH $3M AGGREGATE
PROFESSIONAL $1M EACH NEGLIGENT ACT WITH $3M AGGREGATE
RETENTION-$25,000

EXCESS LIABILITY
CARRIER: D
POLICY #: 01PXLP700004833
EFFECTIVE DATES: 07/01/2023 TO 07/01/2024
LIMITS: $4,000,000 EXCESS OF UMBRELLA AT $5,000,000

EXCESS LIABILITY
CARRIER: PALOMAR EXCESS & SURPLUS INSURANCE CO
NAIC#16754
POLICY #PESXS010481
EFFECTIVE DATES: 07/01/23 TO 07/01/24
LIMIT: $2M EXCESS OF $9M

CURRENT BLANKET POLICY FORMS:

GENERAL LIABILITY:
1) CG2010 1219-ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION
2) CG2037 1219-ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS
3) CG2028 1219 - ADDITIONAL INSURED-LESSOR OF LEASED EQUIPMENT
4) CG2011 1219 - ADDITIONAL INSURED – MANAGERS OR
LESSORS OF PREMISES
5)CG2032 1219 - ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED
6) CG2453 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
7) CG2001 1219 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
8) CG2170 0115- (30 DAY NOTICE OF CANCELLATION)

AUTO LIABILITY:
1) XIC414 1013 - ADDITIONAL INSURED
2) CA0449 1116 - PRIMARY AND NONCONTRIBUTORY-OTHER INSURANCE CONDITION
4) CA0444 1013 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
5) IXI405 0910 - (30 DAY NOTICE OF CANCELLATION)

WORKERS COMPENSATION:
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

EXCESS LIABILITY:
1) MAUB0001 0115 - (ADDITIONAL INSURED, PRIMARY AND NON-CONTRIBUTORY AND WAIVER OF SUBROGATION)
UMBRELLA LIABILITY POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY, & EMPLOYERS LIABILITY

EQUIPMENT FLOATER
1) CO1072 0402 - LOSS PAYABLE SCHEDULE (LOSS PAYEE)

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AM Best Rating Services

Greenwich Insurance Company

BestLink AMB #: 011095 NAIC #: 22322 FEIN #: 951479095

Administrative Office
Seaview House 70 Seaview Avenue
Stamford, Connecticut 06902
United States

Web: www.axaxl.com
Phone: 203-964-5200
Fax: 203-964-3444
View Additional Address Information

AM Best Rating Unit: AMB #: 086106 - XL Bermuda Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 074976 - AXA S.A. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 09, 2022
Initial Rating Date:	June 30, 1991

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 09, 2022
Initial Rating Date:	April 11, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best (EU) Rating Services B.V.

Senior Financial Analyst: Morgane Hillebrandt

Director: Gregory Dickerson

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Note: Credit Ratings on this company are European Union Endorsed and United Kingdom Endorsed

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Subsidiaries
November 09, 2022

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1991.

Financial Strength Rating

Effective Date	Rating
November 09, 2022	A+
September 17, 2021	A+
September 29, 2020	A+
December 12, 2019	A+
December 06, 2018	A+
March 06, 2018	A u

Long-Term Issuer Credit Rating

Effective Date	Rating
November 09, 2022	aa-
September 17, 2021	aa-
September 29, 2020	aa-
December 12, 2019	aa-
December 06, 2018	aa-
March 06, 2018	a+ u

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 086106 - XL Bermuda Ltd.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Nov 09, 2022	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Subsidiaries
Sep 17, 2021	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Subsidiaries
Sep 29, 2020	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Main Property/Casualty Subsidiaries
Dec 12, 2019	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Main P/C Subs; Withdraws Credit Ratings of XLIT Ltd. and XL Group Ltd
Dec 06, 2018	AM Best Removes from Under Review, Upgrades Credit Ratings of XL Group Ltd, Its Main Property/Casualty Subsidiaries and XLIT Ltd
Mar 06, 2018	A.M. Best Places Credit Ratings of XL Group Ltd and Its Subsidiaries Under Review With Developing Implications
Aug 11, 2017	A.M. Best Affirms Credit Ratings of XL Group Ltd, Its Property/Casualty Subsidiaries and XLIT Ltd.

1 2 3 Page size: 10 30 items in 3 pages

European Union Disclosures

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures

A.M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

Copyright © 2023 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

AM Best Rating Services

Markel American Insurance Company

BestLink **AMB #: 000602 NAIC #: 28932 FEIN #: 541398877**

Domiciliary Address
4521 Highwoods Parkway
Glen Allen, Virginia 23060-6148
United States

Web: www.markelcorp.com
Phone: 804-747-0136
Fax: 804-527-7905

AM Best Rating Unit: AMB #: 003191 - Markel North America Insurance Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058405 - Markel Group Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 30, 2022
Initial Rating Date:	July 06, 1992

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 30, 2022
Initial Rating Date:	June 29, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Robert Valenta, CPCU

Associate Director : Alan Murray

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Markel Corporation and its Subsidiaries
September 30, 2022

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1992.

Financial Strength Rating

Effective Date	Rating
September 30, 2022	A
September 15, 2021	A
September 11, 2020	A
December 13, 2019	A
December 19, 2018	A
December 20, 2017	A

Long-Term Issuer Credit Rating

Effective Date	Rating
September 30, 2022	a+
September 15, 2021	a+
September 11, 2020	a+
December 13, 2019	a+
December 19, 2018	a+
December 20, 2017	a+

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 003191 - Markel North America Insurance Group.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Sep 30, 2022	AM Best Affirms Credit Ratings of Markel Corporation and its Subsidiaries
Sep 15, 2021	AM Best Affirms Credit Ratings of Markel Corporation and its Subsidiaries
Sep 11, 2020	AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries; Upgrades Issuer Credit Rating of Markel Bermuda Ltd
Dec 13, 2019	AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries
Dec 19, 2018	AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries
Dec 20, 2017	A.M. Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries
Feb 03, 2017	A.M. Best Places Credit Ratings of SureTec Insurance Co. and SureTec Indemnity Co. Under Review with Positive Implications

1 2 3 Page size: 10 22 items in 3 pages

European Union Disclosures

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures

A.M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

Copyright © 2023 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

AM Best Rating Services

XL Specialty Insurance Company

BestLink **AMB #: 000779 NAIC #: 37885 FEIN #: 850277191**

Administrative Office
AXA XL, a division of AXA 677 Washington Boulevard 10th Floor. Suite 1000
Stamford, Connecticut 06901
United States

Web: www.axaxl.com
Phone: 203-964-5200
Fax: 203-964-3444
View Additional Address Information

AM Best Rating Unit: AMB #: 086106 - XL Bermuda Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 074976 - AXA S.A. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 09, 2022
Initial Rating Date:	June 30, 1989

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 09, 2022
Initial Rating Date:	April 11, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best (EU) Rating Services B.V.

Senior Financial Analyst: Morgane Hillebrandt

Director: Gregory Dickerson

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Note: Credit Ratings on this company are European Union Endorsed and United Kingdom Endorsed

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Subsidiaries
November 09, 2022

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1989.

Financial Strength Rating

Effective Date	Rating
November 09, 2022	A+
September 17, 2021	A+
September 29, 2020	A+
December 12, 2019	A+
December 06, 2018	A+
March 06, 2018	A u

Long-Term Issuer Credit Rating

Effective Date	Rating
November 09, 2022	aa-
September 17, 2021	aa-
September 29, 2020	aa-
December 12, 2019	aa-
December 06, 2018	aa-
March 06, 2018	a+ u

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
067531	XL Specialty Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 086106 - XL Bermuda Ltd.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Nov 09, 2022	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Subsidiaries
Sep 17, 2021	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Subsidiaries
Sep 29, 2020	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Main Property/Casualty Subsidiaries
Dec 12, 2019	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Main P/C Subs; Withdraws Credit Ratings of XLIT Ltd. and XL Group Ltd
Dec 06, 2018	AM Best Removes from Under Review, Upgrades Credit Ratings of XL Group Ltd, Its Main Property/Casualty Subsidiaries and XLIT Ltd
Mar 06, 2018	A.M. Best Places Credit Ratings of XL Group Ltd and Its Subsidiaries Under Review With Developing Implications
Aug 11, 2017	A.M. Best Affirms Credit Ratings of XL Group Ltd, Its Property/Casualty Subsidiaries and XLIT Ltd.

1 2 3 4 Page size: 10 31 items in 4 pages

European Union Disclosures
A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures
A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures
A.M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

Copyright © 2023 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

AM Best Rating Services

Ategrity Specialty Insurance Company

BestLink AMB #: 020603 NAIC #: 16427 FEIN #: 824910916

Administrative Office
14000 North Pima Road Suite 200
Scottsdale, Arizona 85260-1965
United States

Web: www.ategrity.com
Phone: 480-237-2417
View Additional Address Information

AM Best Rating Unit: AMB #: 046840 - Ategrity Specialty Holdings LLC

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 045503 - Zimmer Financial Services Group, LLC is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Negative
Action:	Affirmed
Effective Date:	December 15, 2022
Initial Rating Date:	September 26, 2018

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Negative
Action:	Affirmed
Effective Date:	December 15, 2022
Initial Rating Date:	September 26, 2018

Financial Size Category View Definition

Financial Size Category:	IX (USD 250 Million to Less than 500 Million)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Financial Analyst: Christopher Pennings

Director: Steven M. Chirico, CPA

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 2018.

Financial Strength Rating

Effective Date	Rating
December 15, 2022	A-
November 11, 2021	A-
October 27, 2020	A-
October 25, 2019	A-
September 26, 2018	A-

Long-Term Issuer Credit Rating

Effective Date	Rating
December 15, 2022	a-
November 11, 2021	a-
October 27, 2020	a-
October 25, 2019	a-
September 26, 2018	a-

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 046840 - Ategrity Specialty Holdings LLC.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Nov 11, 2021	AM Best Revises Outlooks to Negative for Ategrity Specialty Holdings LLC and Its Subsidiaries
Oct 25, 2019	AM Best Affirms Credit Ratings of Ategrity Specialty Holdings LLC and Its Subsidiaries
Sep 26, 2018	A.M. Best Assigns Credit Ratings to Ategrity Specialty Holdings LLC and Its Subsidiaries

European Union Disclosures

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures

A.M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

Copyright © 2023 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Orange)

John Rodriguez, being first duly sworn, deposes and says that:

1. They are president of Gibbs & Register, Inc., the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____
John Rodriquez
Title President

Subscribed and sworn to before me this 21 day of June, 2023

_____

(Title) Jennifer Teresa Spolyar

My Commission expires July 4, 2026

JENNIFER TERESA SPOLYAR
Notary Public-State of Florida
Commission # HH 242686
My Commission Expires
July 04, 2026

Draft

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are General Asphalt of Lakeland, FL, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Gibbs & Register the Contractor for certain work in connection with Bid: Wabash Ave Trail

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed_____

Title_____

Subscribed and sworn to before me this_____day of_____, 20_____

_____

_____
(Title)

My Commission expires_____

Draft

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are H&M Electrical of Sorrento, FL, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Gibbs & Register the Contractor for certain work in connection with Bid: Wabash Ale Trail

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed_____

Title_____

Subscribed and sworn to before me this_____day of_____, 20_____

_____

_____
(Title)

My Commission expires_____

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to http://vendordirectory.polk-county.net/default.aspx?id=0 , Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

	Division of Work	Results of Good Faith Effort
1.	Signalization H&M Electrical	Recieved Quote Will use to perform work
2.	Striping Angco, Inc	Received Quote
3.	Survey Hyatt Survey Services	Declined to Bid
4.	Survey John B Webb & Associates	Declined to Bid
5.	Sodding Sunbelt Sod	Received Quote

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects $250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 23-283

Gibbs & Register, Inc.
Contractor

Signature

John E. Rodriquez, President
Printed Name of Signer

8/21/2023
Date

Part C – BID SUBMITTAL
(Not to Exceed)

NAME OF PROJECT: Wabash Ave Multi-use Trail BID #23-377

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE
PROVIDED FOR THIS BID SUBMITTAL TO BE
CONSIDERED BY THE COUNTY

1. **BID PRICE** $ 3,592,360.80
(Note: This total represents the sum of the unit prices on page **BSU-2 through BSU-3.)**

WRITTEN AMOUNT (SPELL OUT)

Three Million Five Hundred Ninety Two Thousand DOLLARS

Three Hundred Sixty & 80/100 Dollars CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 226 CALENDAR DAYS TO FINAL COMPLETION

3. **NAME OF BIDDER:** Gibbs & Register, Inc.
(typed or printed: firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

CGC062479
State Certification Number

John Rodriguez, President
Individual's Name (Print or Type)

N/A
Polk County Registration Number

N/A
Individual's Name (Print or Type)

N/A
Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. 1 Date June 8, 2023

Addendum No. 2 Date June 21, 2023

Addendum No. _____ Date _____

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date June 21, 2023
(Bid Receiving Date)

BIDDER: Gibbs & Register, Inc.

BY: _____
(Authorized Signature – in ink)

John Rodriguez
(Printed Name of Signer)

President
(Printed Title of Signer)

232 S. Dillard Street,	Winter Garden,	FL	34787
Address	City	State	Zip Code

407-654-6133
Telephone Number

estimating@gibbsandregister.com
Email Address

June 8, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #1
BID# 23-377

WABASH AVENUE MULTI-USE TRAIL CONSTRUCTION

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: revised bid sheet, questions, and answers received.

To obtain a copy of the Addendum 1 Revised Bid Sheet and Grant Agreement please go the following FTP site: ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 23-377, Wabash Avenue Multi-Use Trail Construction.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: John Rodriguez

Title: President

Company: Gibbs & Register, Inc.

June 21, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

BID# 23-377

WABASH AVENUE MULTI-USE TRAIL CONSTRUCTION

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: Questions, and answers received and bid date extension.

The bid receiving date has been extended to Wednesday, June 28, 2023, prior to 2:00 p.m.

Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: John Rodriguez

Title: President

Company: Gibbs & Register, Inc.

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF FLORIDA County OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this June 21, 2023 (Date) by John Rodrigeuz (Name of officer or agent) as president (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this June 21, 2023 (Date) _____

_____ (Official Notary Signature and Notary Seal)

Jennifer Teresa Spolyar (Name of Notary typed, printed or stamped)

Commission Number HH 242686 Commission Expiration Date July 4, 2026

JENNIFER TERESA SPOLYAR
Notary Public-State of Florida
Commission # HH 242686
My Commission Expires
July 04, 2026

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____(Date) By _____(Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Bid 23-377 Addendum 1 Revised Bid Sheet

ROADWAY					
PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
101-1	MOBILIZATION	1	LS	$ 291,500.00	$ 291,500.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	$ 225,000.00	$ 225,000.00
102-60	WORK ZONE SIGN	5040	ED	$ 0.30	$ 1,512.00
102-74-1	CHANNELIZING DEVICE-TYPES I, II, DI, VP, DRUM, LC	25956	ED	$ 0.15	$ 3,893.40
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	532	ED	$ 15.00	$ 7,980.00
104-10-3	SEDIMENT BARRIER	2799	LF	$ 1.50	$ 4,198.50
104-11	FLOATING TURBIDITY BARRIER	55	LF	$ 25.00	$ 1,375.00
104-18	INLET PROTECTION SYSTEM	45	EA	$ 400.00	$ 18,000.00
110-1-1	CLEARING AND GRUBBING	1	LS	$ 165,000.00	$ 165,000.00
110-4-1	REMOVAL OF EXISTING CONCRETE PAVEMENT	572.4	SY	$ 40.00	$ 22,896.00
120-1	REGULAR EXCAVATION	1176	CY	$ 45.00	$ 52,920.00
120-6	EMBANKMENT	2026	CY	$ 45.00	$ 91,170.00
121-70	FLOWABLE FILL	0.2	CY	$ 9,975.00	$ 1,995.00
160-4	TYPE B STABILIZATION	1644	SY	$ 80.00	$ 131,520.00
285-701	OPTIONAL BASE GROUP 01	3760	SY	$ 18.00	$ 67,680.00
285-714	OPTIONAL BASE GROUP 14	824	SY	$ 125.00	$ 103,000.00
327-70-4	MILLING EXIST ASPHALT PAVT, 3" AVG DEPTH	2215	SY	$ 10.00	$ 22,150.00
327-70-6	MILLING EXIST ASPHALT PAVT, 1 1/2" AVG DEPTH	896	SY	$ 16.00	$ 14,336.00
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	229.60	TN	$ 245.00	$ 56,252.00
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	28.80	TN	$ 245.00	$ 7,056.00
334-1-52	SUPERPAVE ASPHALTIC CONC, TRAFFIC B, PG 76-22	501.50	TN	$ 310.00	$ 155,465.00
337-7-83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22	73.90	TN	$ 405.00	$ 29,929.50
400-0-11	CONCRETE CLASS NS, GRAVITY WALL	3.8	CY	$ 2,300.00	$ 8,740.00
425-1-351	INLETS, CURB, TYPE P-5, <10	2	EA	$ 9,100.00	$ 18,200.00
425-1-451	INLETS, CURB, TYPE J-5, <10	1	EA	$ 18,600.00	$ 18,600.00
425-1-461	INLETS, CURB, TYPE J-6, <10	6	EA	$ 19,100.00	$ 114,600.00
425-1-531	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'	5	EA	$ 6,100.00	$ 30,500.00
425-1-541	INLETS, DT BOT, TYPE D, <10'	12	EA	$ 6,500.00	$ 78,000.00
425-1-713	INLETS, GUTTER, TYPE V, J BOT, <10'	1	EA	$ 15,900.00	$ 15,900.00
425-1-910	INLETS, CLOSED FLUME	8	EA	$ 4,400.00	$ 35,200.00
425-2-41	MANHOLES, P-7, <10'	1	EA	$ 6,100.00	$ 6,100.00
425-2-61	MANHOLES, P-8, <10'	2	EA	$ 6,100.00	$ 12,200.00
425-2-71	MANHOLES, J-7, <10'	4	EA	$ 22,000.00	$ 88,000.00
425-2-91	MANHOLES, J-8, <10'	1	EA	$ 11,300.00	$ 11,300.00

430-536-100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	1	EA	$ 9,700.00	$ 9,700.00
430-94-1	DESILTING PIPE, 0 - 24"	66	LF	$ 95.00	$ 6,270.00
430-175-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	32	LF	$ 150.00	$ 4,800.00
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	922	LF	$ 155.00	$ 142,910.00
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	198	LF	$ 205.00	$ 40,590.00
430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"S/CD	188	LF	$ 260.00	$ 48,880.00
430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"S/CD	6	LF	$ 350.00	$ 2,100.00
430-175-142	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42"S/CD	132	LF	$ 435.00	$ 57,420.00
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18"S/CD	513	LF	$ 180.00	$ 92,340.00
430-175-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 24"S/CD	556	LF	$ 235.00	$ 130,660.00
430-175-236	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 36"S/CD	3	LF	$ 375.00	$ 1,125.00
430-175-242	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 42"S/CD	669	LF	$ 525.00	$ 351,225.00
515-1-1	PIPE HANDRAIL - GUIDERAIL, STEEL	96	LF	$ 120.00	$ 11,520.00
520-1-7	CONCRETE CURB AND GUTTER, TYPE E	162	LF	$ 53.00	$ 8,586.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	2296	LF	$ 45.00	$ 103,320.00
520-3	VALLEY GUTTER- CONCRETE	525	LF	$ 60.00	$ 31,500.00
520-5-46	TRAFFIC SEPARATOR, CONCRETE, TYPE IV, 8.5' WIDE	96	LF	$ 200.00	$ 19,200.00
520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL-VARIABLE WIDTH	232	SY	$ 170.00	$ 39,440.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	1134	SY	$ 75.00	$ 85,050.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	450	SY	$ 100.00	$ 45,000.00
522-3	BUS BOARDING PAD - CONCRETE	50	SY	$ 100.00	$ 5,000.00
524-1-1	CONCRETE DITCH PAVT, NON REINFORCED, 3"	57	SY	$ 485.00	$ 27,645.00
527-2	DETECTABLE WARNINGS	697	SF	$ 85.00	$ 59,245.00
570-1-2	PERFORMANCE TURF, SOD	5667	SY	$ 5.00	$ 28,335.00
				SUBTOTAL ROADWAY	$ 3,264,029.40

SIGNALIZATION					
PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	199	LF	$ 39.00	$ 7,761.00
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	175	LF	$ 120.00	$ 21,000.00
632-7-1	SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, F&I	1	PI	$ 14,500.00	$ 14,500.00
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	13	EA	$ 2,000.00	$ 26,000.00
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	8	EA	$ 3,100.00	$ 24,800.00
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	4	EA	$ 925.00	$ 3,700.00
653-1-11	PEDESTRIAN SIGNAL, F&I LED COUNTDOWN, 1 WAY	8	AS	$ 1,200.00	$ 9,600.00
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	6	AS	$ 2,500.00	$ 15,000.00
665-1-12	PEDESTRIAN DETECTOR, F&I, ACCESSIBLE	8	EA	$ 1,600.00	$ 12,800.00
				SUBTOTAL SIGNALIZATION	$ 135,161.00

SIGNING AND PAVEMENT MARKING					
PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	8	AS	$ 500.00	$ 4,000.00
700-1-50	SINGLE POST SIGN, RELOCATE	10	AS	$ 200.00	$ 2,000.00
700-1-60	SINGLE POST SIGN, REMOVE	6	AS	$ 1,850.00	$ 11,100.00
700-11-232	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL GROUND MOUNT- SOLAR POWER, SPEED FEEDBACK, 12-20 SF	2	AS	$ 10,600.00	$ 21,200.00
700-12-21	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON	2	AS	$ 9,500.00	$ 19,000.00
706-1-3	RAISED PAVEMENT MARKER, TYPE B, WHITE/RED	12	EA	$ 5.00	$ 60.00
	RAISED PAVEMENT MARKER, TYPE B, MONO-DIRECTIONAL/YELLOW	20	EA	$ 5.00	$ 100.00
	RAISED PAVEMENT MARKER, TYPE B, YELLOW/YELLOW	134	EA	$ 5.00	$ 670.00
710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	12	SF	$ 4.00	$ 48.00
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	1	LS	$ 4,200.00	$ 4,200.00
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	1106	LF	$ 5.00	$ 5,530.00
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	4	LF	$ 6.00	$ 24.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	127	LF	$ 7.00	$ 889.00
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.013	GM	$ 3,800.00	$ 49.40
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	2	EA	$ 175.00	$ 350.00
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	4	EA	$ 70.00	$ 280.00
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	248	LF	$ 6.00	$ 1,488.00
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.016	GM	$ 3,000.00	$ 48.00
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	738	LF	$ 19.00	$ 14,022.00
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.721	GM	$ 6,500.00	$ 4,686.50
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.527	GM	$ 6,500.00	$ 3,425.50
				SUBTOTAL SIGNING AND PAVEMENT MARKING	$ 93,170.40

CONTINGENCY FUNDS		
	DRAINAGE	$ 25,000.00
	PAVEMENT	$ 25,000.00
	EARTHWORK	$ 25,000.00
	CONCRETE	$ 25,000.00
	PROJECT GRAND TOTAL (Basis of Award)	$ 3,592,360.80

Gibbs & Register, Inc.

Company Name

EXHIBIT VI

AFFIDAVIT OF
PERCENTAGE OF WORK
BID # 23-377

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid # 23-377.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre- award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 21 day of June, 2023

Name of Firm Gibbs & Register, Inc.

By _____
John Rodriguez

President
Title of Person Signing

Subscribed and sworn to before me this 21 day of June, 2023

_____

_____
(Title) Jennifer Teresa Spolyar

My Commission expires July 4, 2026

JENNIFER TERESA SPOLYAR
Notary Public-State of Florida
Commission # HH 242686
My Commission Expires
July 04, 2026

Gibbs and Register, Inc.
Winter Garden, FL

Exhibit VI-A
Subcontractor List

Wabash Ave Trail
Polk County

		Classification															
Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total	% of Total
General Conditions	Gibbs & Register		36%		3%		22%		38%		2%		0%		0%	$ 488,004.70	14%
Maintenance of traffic	Gibbs & Register		36%		3%		22%		38%		2%		0%		0%	$ 238,385.00	7%
Clearing & Grubbing	Gibbs & Register		36%		3%		22%		38%		2%		0%		0%	$ 189,891.00	5%
Erosion Control	Gibbs & Register		36%		3%		22%		38%		2%		0%		0%	$ 23,573.50	1%
Earthwork	Gibbs & Register		36%		3%		22%		38%		2%		0%		0%	$ 144,090.00	4%
Drainage	Gibbs & Register		36%		3%		22%		38%		2%		0%		0%	$ 1,316,620.00	37%
Stab & Road Base	Gibbs & Register		36%		3%		22%		38%		2%		0%		0%	$ 199,200.00	6%
Concrete	Gibbs & Register		36%		3%		22%		38%		2%		0%		0%	$ 432,726.00	12%
Asphalt	General Asphalt of Lakeland															$ 247,426.60	7%
Signalization	H&M Electrical															$ 156,444.00	4%
Signing	TBD															$ 7,000.00	0%
Pavement markings	TBD															$ 30,000.00	1%
Sodding	TBD															$ 19,000.00	1%
Contingency Funds	Polk County															$ 100,000.00	3%
SubTotals		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ 3,592,360.80	100%
Allowance																	
TOTAL		$ -														$ 3,592,360.80	

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A.	Trench Box	MO	2	$ 1,500 ea	$ 3,000 =
B.				$	$
C.				$	$
D.				$	$
				Total	$ 3,000 =

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: Gibbs & Register, Inc.
Address: 232 S. Dillard Street
Winter Garden, FL 34787

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES X NO _____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES X NO _____

3. Bidder has filed all compliance reports due under applicable instructions:

YES X NO _____

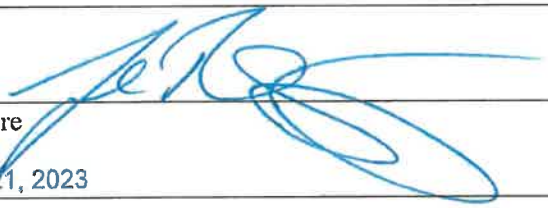
4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their 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, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

John Rodriguez
Printed Name

President
Title


Signature

June 21, 2023
Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that Gibbs & Register, Inc. does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidders Signature John Rodriguez, President

June 21, 2023
Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 21 day of June, 2023

Name of Firm Gibbs & Register, Inc.

By _____

John Rodriguez, President

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This 21 day of June, 2023

Notary Public: _____

Jennifer Teresa Spolyar

My Commission Expires: July 4, 2026

JENNIFER TERESA SPOLYAR
Notary Public-State of Florida
Commission # HH 242686
My Commission Expires
July 04, 2026

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: **23-377**

PROJECT NAME: **Wabash Ave Multi-use Trail**

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Gibbs & Register, Inc.

Signature John Rodriguez	Title President	Date June 21, 2023

STATE OF: FLORIDA
COUNTY OF: ORANGE

The foregoing instrument was signed and acknowledged before me this 21 day of June, 2023, by John Rodriguez who has produced
(Print or Type Name)

N/A as identification.
(Type of Identification and Number)

Notary Public Signature

JENNIFER TERESA SPOLYAR
Notary Public-State of Florida
Commission # HH 242686
My Commission Expires
July 04, 2026

Jennifer Teresa Spolyar
Printed Name of Notary Public

HH 242686 / July 4, 2026
Notary Commission Number/Expiration

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: June 21, 2023

I, John Rodriguez (NAME), hereby declare that I am

President (TITLE) of Gibbs & Register, Inc. (FIRM)

of Winter Garden, Florida (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: John Rodriguez, President — WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ — WITNESS: _____
SIGNATURE

Executed on this 21 day of June, 2023

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
04/14

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☒ Prime ☐ Subawardee Tier _____, *if known*: Gibbs & Register, Inc. 232 S. Dillard Street Winter Garden, FL 34787 Congressional District, *if known*: 4c _____	Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: John Rodriguez

Title: President

Telephone No.: 407-654-6133 Date (mm/dd/yyyy): 06/21/2023

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))

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

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

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

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

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

Name of Consultant: Gibbs & Register, Inc.

By: _____ Date: June 21, 2023 Authorized Signature

John Rodriguez

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

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

(Compliance with 2 CFR Parts 180 and 1200)

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

Name of Consultant/Contractor: Gibbs & Register, Inc.

By: John Rodriguez

Date: June 21, 2023

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on June 21, 2023
(Letting Date)

Fill in your FDOT Vendor Number

VF 593026022

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 42,601,500.00

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

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 21 day of April, 2023

Gibbs & Register, Inc.
NAME OF FIRM

By: _____

John Rodriquez, President
Title

STATUS OF CONTRACTS ON HAND

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

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Please see attached.					
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

STATUS OF CONTRACTS ON-HAND

Gibbs & Register, Inc.
232 S. Dillard Street Winter Garden, FL 34787-3592

6.20.23

1	2	3	4	5	6
Project, Owner, and Location of Work You are Performing	Contract (or Subcontract) Amount	Amount Sublet to Others	Balance of Contract Amount	Uncompleted Amount to be Done by Applicant	
				As Prime	As Subcontractor
Five Points Lakeland City of Lakeland Lakeland, FL	$ 2,207,583.00	$ 645,940.00	$ 1,561,643.00	$ 2,207,600.00	
UCF Alafaya Trail & University Blvd Ped Safety Orange County Orlando, FL	$ 13,211,733.00	$ 8,235,778.00	$ 4,975,955.00	$ 13,132,500.00	
LMC East Perimeter Rd Storm Repairs Ardmore Roderick Orlando, FL	$ 49,589.00	$ 2,479.45	$ 47,109.55		$ 32,500.00
SR 429 & SR 451 Central Florida Expressway Authority Orlando, FL	$ 3,918,882.00	$ 2,343,722.00	$ 1,575,160.00	$ 3,887,500.00	
Central Ave & Eola Dr. City of Orlando Orlando, FL	$ 498,668.00	$ 155,532.00	$ 343,156.00	$ 337,100.00	
Livano Wildwood Apartments Summit Contracting Group Wildwood, FL	$ 5,174,000.00	$ 680,721.00	$ 4,493,279.00		$ 5,127,400.00
Jeff Fuqua Blvd Guardrail Greater Orlando Aviation Authority Orlando, FL	$ 121,552.00	$ 68,000.00	$ 53,552.00	$ 8,300.00	
Winding Waters K-8 Parent Drop Off Hernando County Schools Weeki Wachee, FL	$ 1,957,600.00	$ 491,900.00	$ 1,465,700.00	$ 1,852,200.00	
LMC EAST: Storm Repairs Lockheed Martin Orlando, FL	$ 488,870.00	$ 21,080.00	$ 467,790.00	$ 84,600.00	
Pasco WWTP Parking Pasco County Wesley Chapel, FL	$ 1,853,100.00	$ 342,786.50	$ 1,510,313.50	$ 255,700.00	
Rinehart Road - Carter Apartments Summit Contracting Group Sanford, FL	$ 8,189,858.00	$ 2,300,000.00	$ 5,889,858.00		$ 1,932,800.00
Old Dixie Hwy Park Town of Lady Lake Lady Lake, FL	$ 1,647,027.00	$ 646,823.00	$ 1,200,204.00	$ 57,300.00	
Avida Apartments Summit Contracting Orlando, FL	$ 8,248,157.00	$ 1,835,000.00	$ 6,413,157.00		$ 2,004,300.00
Oak Ridge Rd Orange County Orlando, FL	$ 12,054,978.00	$ 6,233,612.00	$ 5,821,366.00	$ 9,318,500.00	
B-819 Ardmore Roderick Orlando, FL	$ 1,599,688.00	$ 251,236.00	$ 1,348,452.00		$ 24,000.00
Connector Trail City of Orlando Orlando, FL	$ 6,946,445.00	$ 1,904,588.00	$ 5,041,857.00	$ 215,300.00	
Lockheed Roads Lockheed Martin Orlando, FL	$ 6,266,346.00	$ 1,718,811.00	$ 4,547,535.00	$ 319,600.00	
Raleigh Street City of Orlando Orlando, FL	$ 7,528,888.00	$ 2,588,406.00	$ 4,940,482.00	$ 165,600.00	
Phase II, Lockheed B-811 Ardmore Roderick Orlando, FL	$ 2,068,168.00	$ 168,510.00	$ 1,899,658.00		$ 76,500.00
Cleveland Street City of Clearwater Clearwater, FL	$ 15,374,567.00	$ 2,583,356.00	$ 12,791,211.00	$ 1,645,100.00	
Lockheed Kirkman Rd Extension Lockheed Martin Orlando, FL	$ 4,380,839.00	$ 1,476,095.00	$ 2,904,744.00	$ 109,500.00	
Lockheed Bld M20 Turner Construction Orlando, FL	$ 947,944.00	$ 60,770.00	$ 887,174.00		$ 7,600.00
			TOTALS	$ 33,396,400.00	$ 9,205,100.00
	TOTAL UNCOMPLETED WORK ON-HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 & 6)				$42,601,500.00

1. Project Name: Blind Pass Road Reconstruction

Owner: City of St. Pete Beach

Contact: Brett Warner, P.E.

Address: 7581 Boca Ciega Drive

St. Pete Beach, FL 33706

Telephone Number/Email Address: 727-363-9254 / bwarner@stpetebeach.org

Contract Number and Amount #: 18-00381 $8,999,756.32

Change Orders: ($132,423.73)

Final Contract: $8,867,332.62

Completed on Schedule? Yes X No ____ Date: May 2020

Project Description: reconstruction & widening of Blind Pass Rd, bicycle lanes, sidewalks, drainage/utility improvements including 901LF of 24" RCP

2. Project Name: Cleveland St. Streetscape Phase III & Festival Core

Owner: City of Clearwater

Contact: Catherine Corcoran

Address: 100 S. Myrtle Avenue

Clearwater, FL 33756

Telephone Number/Email Address: 727-562-4749 / catherine.corcoran@myclearwater.com

Contract Number and Amount #: 16-003-EN & 19-0026-EN $ 15,215,742.30

Change Orders: $ 158,824.70

Final Contract: $ 15,374,567.00

Completed on Schedule? Yes ____ No ____ Date: In-progress and on schedule

Project Description: Full width reconstruction of 2 City streets totaling about 1 mile - stormwater sewers, gravity sanitary sewer, water main, reclaim water main, & associated utility adjustments, asphalt paving, curbing, signage, & striping, concrete sidewalks, off-street bicycle trail, landscaping and lighting.

3. Project Name: Downtown Connector Trail

Owner: City of Orlando

Contact: Gregory Sharp

Address: 400 S. Orange Avenue

Orlando, FL 32801

Telephone Number/Email Address: 407-770-9375 / gregory.sharp@cityoforlando.net

Contract Number and Amount # IFB21-0324 $6,951,905.38

Change Orders ($ 5,460.28)

Final Contract $ 6,946,445.10

Completed on Schedule? Yes X No ____ Date: February 2023

Project Description: construction of a 1.6 mile bike trail on Anderson St. from Summerlin Ave. to Lake Underhill Rd.

4. Project Name: Crystal Island Roadway & Drainage Improvements

Owner: City of Madeira Beach

Contact: Al Carrier

Address: 300 Municipal Drive

Madeira Beach, FL 33708

Telephone Number/Email Address: 727-822-4151

Contract Number and Amount # 2013-80 $ 12,624,889.70

Change Orders ($2,471,380.81)

Final Contract $ 10,153,508.89

Completed on Schedule? Yes X No ____ Date: May 2021

Project Description: 1.92 miles of roadway reconstruction, curbing, stormwater collection system and new potable water services

CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FL 34787
P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

WINTER GARDEN

WINTER GARDEN • Where good things grow

LOCAL BUSINESS TAX RECEIPT FOR CITY OF WINTER GARDEN

Business Name:	GIBBS & REGISTER INC	**Location:**	**232 S DILLARD ST**
Receipt No:	23-00004435	**Class:**	GENERAL CONTRACTOR
Tax/Add'tl Tax:	**$ 86.00 $**	**Issue Date:**	August 11, 2022
Late Penalty:	$ 0.00	**Expires:**	September 30, 2023
Total Paid:	$0.00	**Restrictions:**	**MUST COMPLY WITH LOCAL BUSINESS TAX REQUIRMENTS**
		Comments:	

GIBBS & REGISTER INC
232 S DILLARD ST

WINTER GARDEN FL 34787

BUSINESS TAX RECEIPT MUST BE POSTED IN CONSPICUOUS PLACE AT ALL TIMES.

*****PLEASE NOTE THE TOP PORTION IS YOUR LOCAL BUSINESS TAX RECEIPT AND IS PAID THRU SEPTEMBER 30th OF NOTED YEAR ABOVE *****

1. Business Tax Year is from October 1st through September 30th. Tax fees are prorated after April 1st as a half-year fee.

2. All **new** commercial business tax **must** be inspected by the Fire Department to meet all applicable state and city code requirements. You will be contacted to make arrangements for your inspection by the City Fire Inspector.

3. An Orange County Business Tax must be registered and paid **AFTER YOU HAVE BEEN ISSUED THE WINTER GARDEN BUSINESS TAX RECEIPT**. They are located in the SunTrust Building at 200 S. Orange Ave, 16th Floor- Suite 1600, Orlando, FL 32801 and their office phone number is (407) 836-5650.

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2022 **EXPIRES 9/30/2023** 5000-1234224

5000	BUSINESS OFFICE	$40.00	15 EMPLOYEES	1801	CERT GENERAL CONTRA	$30.00	1 EMPLOYEE

TOTAL TAX	$70.00
PREVIOUSLY PAID	$70.00
TOTAL DUE	$0.00

232 S DILLARD ST
C - WINTER GARDEN, 34787
CGC062479
PAID: $70.00 2006-08205639 9/7/2022

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

RODRIGUEZ JOHN EDWARD

GIBBS & REGISTER INC
RODRIGUEZ JOHN EDWARD
232 S DILLARD ST
WINTER GARDEN FL 34787

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

State of Florida
Department of State

I certify from the records of this office that GIBBS & REGISTER, INC. is a corporation organized under the laws of the State of Florida, filed on September 17, 1990, effective September 13, 1990.

The document number of this corporation is S02325.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 3, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2023

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 4031868208CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

EXHIBIT II-A

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of _____ Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in: (i) that certain purchase order dated _____ (date of award) (the "Purchase Order") between Principal and Obligee for performance of Bid No. 23-377 (the "Bid") (the Bid and the Purchase Order are both fully incorporated herein and made a part of this Performance Bond by reference and are referred to hereinafter collectively as the "Bid Documents"; and (2) the Bid, at the times and in the manner prescribed in the Bid Documents, and;

2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Bid Documents; and

3. Performs the guarantee of all work and materials furnished under the Bid Documents for the time specified therein; and

4. Satisfies all claims and demands incurred under the Bid Documents, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Bid Documents during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.
The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies

against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Bid Documents entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Bid Documents granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Bid Documents as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Bid Documents and compliance or non-compliance with any formalities connected with the Bid Documents or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

The undersigned expressly acknowledge their obligations and liability for payment of liquidated damages suffered by the Obligee under the provisions of the Bid Documents

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20___.

ATTEST:

PRINCIPAL:_____

_____
Witness

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY:_____
Printed Name

Witness

Attorney in Fact

_____
Witness

_____(SEAL)
Printed Name

_____
Business Address

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT II-B

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of _____ Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with: (i) that certain purchase order dated _____(date of award) (the "Purchase Order") between Principal and Obligee for performance of Bid No. 23-377 (the "Bid") (the Bid and the Purchase Order are both fully incorporated herein and made a part of this Payment Bond by reference and are referred to hereinafter collectively as the "Bid Documents"; and (2) the Bid;

then the Surety shall have no obligation under this Payment Bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Bid Documents entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Bid Documents granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Bid Documents as a result of any proceeding initiated

under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Bid Documents and compliance or non-compliance with any formalities connected with the Bid Documents or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20___.

ATTEST:

PRINCIPAL:_____

_____
Witness

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY:_____
Printed Name

Witness

Attorney in Fact

_____
Witness

_____(SEAL)
Printed Name

_____
Business Address

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

EXHIBIT III
PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid #23-377, and the inclusion by _____ (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this_____day of_____, 20___, by _____

_____ (Name of Surety)

_____
Authorized signature of Surety

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are_____of_____, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to_____the Contractor for certain work in connection with Bid: _____.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed_____

Title_____

Subscribed and sworn to before me this_____day of_____, 20_____

_____

_____
(Title)

My Commission expires_____

Exhibit VI-A, Subcontract List

		Classification															
Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total	% of Total
Maintenance of traffic	Traffic Control Products																
Signing	Traffic Control Products																
Pavement markings	Traffic Control Products																
Asphalt	Self Perform																
Clearing & Grubbing	Self Perform																
Misc 1	Bob's Company																
Misc 2	Sam's Company																
Totals		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.00%

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to http://vendordirectory.polk-county.net/default.aspx?id=0 , Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

	Division of Work	Results of Good Faith Effort
1.		
2.		
3.		
4.		
5.		

EXHIBIT XI

Application of Payment

Not to Exceed

SCHEDULE OF VALUES

A	B	C	D	E	G	H	I	J	K
			WORK COMPLETED						
Item No. Include MBE Extension)	Description	Scheduled Value	Previously Completed	Quantity Complete this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
Page Total		$ -	$ -	$ -	$ -	$ -		$ -	$ -

						$ -	#DIV/0!	$ -	$ -

A	B	C	D	E	G	H	I	J	K
			WORK COMPLETED						
Item No. Include MBE Extension)	Description	Scheduled Value	Previously Completed	Quantity Complete this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
Allowance						$ -	#DIV/0!	$ -	$ -
Page Total		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Totals		$ -	$ -	$ -	$ -	$ -		$ -	$ -

EXHIBIT XII
CONTRACTOR CERTIFICATION OF
DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS

DATE _____
PROJECT: Bid 23-377, Wabash Ave Multi-use Trail
CONTRACT NO. _____
PROGRESS PAYMENT NUMBER: _____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by the County for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:
The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

_____
Subcontractor or Supplier Name

_____
Street Address

_____
City, State and Zip

_____
Subcontractor or Supplier Name

_____
Street Address

_____
City, State and Zip

State of Florida
County of _____
Sworn to and subscribed before me this _____ day of by

_____
(Print name of authorized person signing Certification)

_____
(Notary Public) **Commission Expires**

Personally known_____OR Produced Identification_____

Type of Identification Produced _____

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

_____
Contractor

_____
By

_____
Title

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

EXHIBIT XIII
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Wabash Ave Multi-use Trail

County's Project No.:_____

Contract No:_____

Contract Date:_____

Notice to Proceed Date:_____

Completion Date:_____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on_____. This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents.

Once all punch list items are complete, a list of closeout documents to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within____calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV
CERTIFICATE OF FINAL COMPLETION

Project: Wabash Ave Multi-use Trail County's Project No.: _____

Contract No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents. The warranty period shall begin on the date established herein.

All closeout documents have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: (Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV
MATERIALS AND EQUIPMENT STORED ON SITE

Contractor's Estimate No._____ Project Wabash Ave Multi-use Trail_____
Period_____ _____Page____ of Preparer
(signature & typed name)_____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVI
ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: Wabash Ave Multi-use Trail

AAR NUMBER:
CONTRACT NO.:

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
BARTOW, FLORIDA 33830

CONTRACTOR:

ARCHITECT/ENGINEER:

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the County, Architect/Engineer and Contractor.**

Amount of Allowance Authorization included in this Contract is ..... $
Amount of Allowance Authorization used to date ..... $
Amount of Allowance Authorization used this AAR ..... $
Balance of remaining AAR ..... $

Original Contract Time ..... _____ days
Amount of the Allowance Authorization time included in this Contract is ..... _____ days
Amount of Allowance Authorization time used to date ..... _____ days
Amount of Allowance Authorization time used this AAR ..... _____ days
Balance of remaining Allowance Authorization Time is ..... _____ days
Date of substantial completion therefore is ..... _____ days

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONTRACTOR: _____

Date: _____

COUNTY: _____
Department Director

Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

AAR over $50,000.00 **BOARD OF COUNTY COMMISSIONERS:** _____
CHAIRMAN

Date: _____

EXHIBIT XVII
CHANGE ORDER

PROJECT: Wabash Ave Multi-use Trail
BID NO.: 23-377

CHANGE ORDER NUMBER:
CONTRACT NO.:

CONTRACTOR:

POLK COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ARCHITECT/ENGINEER: _____

DESCRIPTION OF CHANGE ORDER:

Contract is changed as follows: Signature
ARCHITECT/ENGINEER:_____

Not valid until signed by the County and Contractor.

Original Contract Sum	$
Net change by previously authorized Change Orders	$
Contract Sum prior to this Change Order	$
Contract Sum will be **increased/ decreased** by this Change Order in the amount of	$
New Contract Sum including this Change Order will be	$

Contract Time will be increased by_____days.
Date of substantial Completion as of the date of this Change Order therefore is _____

The above changes are accepted by:

CONTRACTOR:_____Date:_____

YOU ARE HEREBY AUTHORIZED TO MAKE THE CHANGES NOTED ABOVE:

COUNTY: POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____
Division Director Date

(Change order increases require Board approval)

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office Date

_____
County Manager or designee Date

_____
CHAIRMAN **Date**

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects $250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 23-283

_____
Contractor

_____
Signature

_____
Printed Name of Signer

_____
Date

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS FOR:

WABASH AVE MULTI-USE TRAIL

BID FILE NO: #23-377

County Project: 5400153

FEDERAL-AID PROJECT NUMBER: D122-047-B

FEDERAL-AID NUMBER: 441847-1-58-01

ISSUE DATE: May 17, 2023

PROCUREMENT DIVISION
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005
BARTOW, FLORIDA 33830/33831-9005
Website: www.polk-county.net

Procurement Contracts Manager: Ken Brush
E-Mail: kenbrush@polk-county.net
Main Number: (863) 534-6757
Fax: (863) 534-6789

TABLE OF CONTENTS

		PAGE
PART A – **BIDDING REQUIREMENTS**		
INVITATION FOR BID	IB	1
INSTRUCTION TO BIDDERS	IB	1 – 8
PART B – **CONDITIONS OF CONTRACT**		
GENERAL CONDITIONS		
ARTICLE 1 – CONTRACT DOCUMENTS	GC	1
ARTICLE 2 – DEFINITIONS	GC	1
ARTICLE 3 – PRELIMINARY MATTERS	GC	3
3.1 Delivery of Bonds	GC	3
3.2 Copies of Documents	GC	3
3.3 Commencement of Contract Times; Notice to Proceed	GC	3
3.4 Starting the Work	GC	3
3.5 Before Starting Construction	GC	3
ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE	GC	4
4.1 Precedence	GC	5
4.2 Conflicts	GC	5
4.3 Amending	GC	5
4.4 Reuse of Documents	GC	6
ARTICLE 5 – PROJECT CONDITIONS	GC	6
5.1 Availability of Lands	GC	6
5.2 Subsurface and Physical Conditions	GC	6
5.3 Limited Reliance by Contractor on Authorized Technical Data	GC	6
5.4 Unknown or Concealed Conditions (Excluding Existing Utilities)	GC	6
5.5 Physical Conditions – Underground Facilities	GC	7
5.6 Reference Points	GC	8
5.7 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material	GC	8
ARTICLE 6 – BONDS, INSURANCE, INDEMNIFICATION	GC	8
6.1 Public Construction Bond and Other Bonds	GC	8
6.2 Certificates of Insurance	GC	9
6.3 Contractor's Liability Insurance	GC	9
6.4 Receipt and Application of Insurance Proceeds	GC	11
6.5 Indemnification	GC	11
ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES	GC	11
7.1 Supervision and Superintendence	GC	11
7.2 Labor, Material, and Equipment	GC	12
7.3 Substitute Material or Equipment	GC	12
7.4 Concerning Subcontractors	GC	12
7.5 Patent Fees and Royalties	GC	13
7.6 Permits	GC	13
7.7 Laws and Regulations	GC	13
7.8 Taxes	GC	13
7.9 Use of Premises	GC	14

GENERAL CONDITIONS (cont'd)

7.10 Record Documents	GC	14
7.11 Safety and Protection	GC	14
7.12 Drug Free Work Place Policy	GC	16
7.13 Emergencies	GC	16
7.14 Submittals, Shop Drawings, and Samples	GC	16
ARTICLE 8 – OTHER WORK	GC	17
ARTICLE 9 – COUNTY'S RESPONSIBILITIES	GC	17
ARTICLE 10 – PROFESSIONAL'S STATUS DURING CONSTRUCTION	GC	18
10.1 County's Representative	GC	18
10.2 Visits to Site	GC	18
10.3 Clarifications and Interpretations	GC	18
10.4 Rejecting Defective Work	GC	18
10.5 Resident Engineer or Architect	GC	18
10.6 Decisions on Disagreements	GC	19
10.7 Limitation on Project Manager's Responsibilities	GC	19
ARTICLE 11 – CHANGES IN THE WORK	GC	19
ARTICLE 12 – CHANGE OF CONTRACT PRICE	GC	20
12.1 The Contract Price	GC	20
12.2 Cost of Work	GC	21
12.3 Contractor's Mark-up	GC	22
ARTICLE 13 – CHANGE OF CONTRACT TIME	GC	22
ARTICLE 14 – UNCONTROLLABLE FORCES (FORCE MAJEURE)	GC	22
ARTICLE 15 – WARRANTY AND GUARANTEE	GC	23
ARTICLE 16 – PAYMENT AND COMPLETION	GC	25
16.1 Schedule of Values	GC	25
16.2 Application for Progress Payment	GC	25
16.3 Contractor's Warranty of Title	GC	26
16.4 Approval of Payments	GC	26
16.5 Substantial Completion	GC	27
16.6 Beneficial Occupancy	GC	27
16.7 Final Inspection	GC	28
16.8 Final Application for Payment	GC	28
16.9 Final Payment and Acceptance	GC	29
16.10 Waiver of Claims	GC	29
ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION	GC	29
17.1 Suspension of Work	GC	29
17.2 Termination for Cause	GC	29
17.3 Termination for Convenience	GC	30
ARTICLE 18 – DISPUTES / CLAIMS	GC	31
ARTICLE 19 – MISCELLANEOUS	GC	31
ARTICLE 20 – UNAUTHORIZED ALIEN(S)	GC	32
ARTICLE 21 – PERFORMANCE EVALUATION	GC	32
ARTICLE 22 – ALLOWANCES	GC	32
ARTICLE 23 – ANNUAL APPROPRIATIONS	GC	32
ARTICLE 24 – PUBLIC RECORDS LAW	GC	33
ARTICLE 25 – NO CONSTRUCTION AGAINST DRAFTER	GC	34

SPECIAL CONDITIONS

1.	OWNER DIRECT PURCHASE	SPC	1
2.	BID PRICES	SPC	1
3.	ORDERING	SPC	1
4.	EXPEDITING	SPC	1
5.	RECEIPT	SPC	2
6.	BILLINGS/PAYMENTS	SPC	2
7.	OTHER CONSIDERATIONS	SPC	2
8.	REDUCTION	SPC	2
9.	SALES TAX SAVINGS FORM	SPC	3

SUPPLEMENTARY CONDITIONS

1.	PROJECT DESCRIPTION, LOCATION & SCOPE OF WORK	SC	1
2.	BONDING REQUIREMENTS	SC	2
3.	QUALIFICATION REQUIREMENT	SC	3
4.	BASIS OF AWARD	SC	3
5.	PERMITS	SC	3
6.	CERITIFIED AS-BUILT SURVEY DRAWINGS	SC	3
7.	DEFINITIONS	SC	3
8.	GENERAL	SC	5
	FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION	SC	5
10.	CONSTRUCTION PROGRESS SCHEDULE	SC	6
11.	TESTING AND INSPECTIONS	SC	6
12.	MATERIALS	SC	7
13.	WORKSITE VISIBILITY	SC	7
14.	FIELD OFFICE	SC	7
15.	EROSION CONTROL	SC	7
16.	GRASSING	SC	8
17.	MAINTENANCE OF TRAFFIC	SC	8
18.	UNDERGROUND FACILITIES	SC	9
19.	HISTORICAL AND ARCHAEOLOGICAL	SC	9
20.	EMERGENCIES	SC	9
21.	CONTAMINATION	SC	9
22.	SAFETY	SC	9
23.	WORK AREA CLEAN-UP REQUIREMENTS	SC	9
24.	WORK STOPPAGE	SC	10
25.	VIDEO RECORDS	SC	10
26.	APPLICATION FOR PROGRESS PAYMENT	SC	10
27.	LIQUIDATED DAMAGES	SC	11
28.	PERFORMANCE EVALUATIONS	SC	11
29.	PROJECT CONTINGENCIES	SC	11
30.	MISCELLANEOUS	SC	12

31. DEFAULT AND REMEDY SC 12
32. PROCUREMENT OF RECOVERED MATERIALS SC 12
33. NO OBLIGATION BY FEDERAL GOVERNMENT SC 12
34. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACT SC 12

FDOT SUPPLEMENTARY CONDITIONS

1. Plan, Specification & Estimates (PS&E) Submittal-Plans Review FSC 2
2. Advertisement FSC 2
3. Bonding FSC 2
4. Buy America FSC 3
5. Certification of Current Capacity FSC 3
6. Change Orders FSC 3
7. Claims FSC 3
8. Conflict of Interest FSC 12
9. Contractor Purchased Equipment for State or Local Ownership FSC 12
10. Disadvantaged Business Enterprise (DBE) FSC 13
11. E-verify FSC 16
12. Equal Employment Opportunity FSC 16
13. Equipment Rental Rates FSC 16
14. FHWA Form 1273 FSC 17
15. Foreign Contractor and Supplier Restriction FSC 17
16. Incentive/Disincentive Clauses FSC 17
17. Indemnification and Insurance FSC 17
18. Indian Preference on Federal-aid Projects (Labor and Employment) FSC 18
19. Inspector General FSC 18
20. Liquidated Damages FSC 18
21. Lobbying Certification FSC 18
22. Local/State Hiring Preference FSC 18
23. Method of Construction (or Method of Bidding) FSC 18
24. Non-Collusion Provision FSC 19
25. Off-site Storage and Staging Areas FSC 19
26. On the Job Training FSC 20
27. Owner Force Account/Cost-Effective Justification FSC 24
28. Patented/Proprietary Materials FSC 24
29 Prequalification Programs for Contractors FSC 24
30. Prevailing Minimum Wage FSC 24
31. Progress Payments/Estimates FSC 25
32. Prohibition Against Convict Produced Materials FSC 29
33. Public Agencies in Competition with the Private Sector FSC 29
34. Publicly-Owned Equipment FSC 29
35. Standardized Changed Conditions Contract Clauses FSC 30
36. State (Florida or other) Produced Materials FSC 30
37. State/Local Owned/Furnished/Designated Materials FSC 30
38. Subcontracting FSC 30
39. Suspension and Debarment FSC 31
40. Termination of Contract FSC 31
41. Time Extensions FSC 32
42. Warranty Clauses FSC 35

Attachment A – Wage Table

Attachment B – FHWA-1273 Required Contract Provisions

PART C – **BID SUBMITTAL** BSU 1 – 3

PART D – **EXHIBITS**

I	BID BOND
II-A	PERFORMANCE BOND
II-B	PAYMENT BOND
III	PAYMENT OF STORED MATERIALS
IV	NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
V	NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR
VI	AFFIDAVIT OF PERCENTAGE OF WORK
VI-A	SUBCONTRACT LIST
VI-B	GOOD FAITH EFFORT DOCUMENTATION
VII	TRENCH SAFETY ACT COMPLIANCE
VIII	EQUAL EMPLOYMENT OPPORTUNITY
IX	DRUG-FREE WORKPLACE FORM
X	SAFETY REQUIREMENTS/REGULATIONS
XI	APPLICATION FOR PAYMENT
XII	CONTRACTOR CERTIFICATION OF DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS
XIII	CERTIFICATE OF SUBSTANTIAL COMPLETION
XIV	CERTIFICATE OF FINAL COMPLETION
XV	MATERIALS AND EQUIPMENT STORED ON-SITE
XVI	ALLOWANCE AUTHORIZATION RELEASE (AAR)
XVII	CHANGE ORDER
XVIII	CERTIFICATE OF COMPLIANCE
XIX	AFFIDAVIT CERTIFICATION IMMIGRATION LAWS
XX	STATEMENT OF NO BID
XXI	LANE CLOSURE FORM
XXII	ROAD CLOSURE FORM
XXIII	WORK PLAN CONTROLLING ITEM OF WORK

PART E –**CONTRACT** C 1 – 3

PART F – **CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE**

PART G – **FLORIDA DEPARTMENT OF TRANSPORTATION FORMS & DOCUMENTS**

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 23-377, Wabash Ave Multi-use Trail

The project includes the construction of a 10-foot-wide multi-use path on the east side of Wabash Ave. from Ariana St. to Jesse Keen Elementary School (approximately half (0.50) mile), and construction of a 5-foot sidewalk from Jesse Keen Elementary School to Hickory St. (approximately quarter (0.25) mile). The project also includes the construction of a pedestrian crossover island at Jesse Keen Elementary School and widening of the roadway to three lanes between Highland St and Wayman St. to provide a left turn lane into Jesse Keen Elementary School parking lot. Drainage structures, concrete flumes and/or pipes will be installed to maintain existing drainage. Modifications to existing end treatments, etc. will be performed, as needed, to accommodate maintenance of existing drainage to ensure no adverse impact occurs. Where needed, retaining wall and handrail will be installed. Existing utilities will be required to relocate and/or adjust as needed.

Receiving Period: Wednesday, June 21, 2023, Prior to 2:00p.m.

Bid Opening: Wednesday, June 21, 2023, 2:00p.m.

This form is for bid registration only. Please scroll down for additional information.

BIDDER REGISTRATION

FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____ E-mail:_____

BID SUBMITTAL INSTRUCTIONS

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	23-377
Bid Title	Wabash Ave Multi-use Trail
Due Date/Time:	June 21, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Sealed parcel bids may be mailed, express mailed or hand delivered. It is the Bidders responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Bids delivered at 2:00 p.m. or later will not be accepted.

Electronic Bid Submittal:

If you are interested in submitting your bid electronically bidders may do so via the County's secure electronic submittal website, Kiteworks. Bidders must email kenbrush@polk-county.net at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents "Bid 23-377 – Title of Document"

For Excel Bid Sheets "Bid 23-377 – Bid Sheet"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals:

https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

PART A – BIDDING REQUIREMENTS

INVITATION FOR BID

NAME OF BID: WABASH AVE MULTI-USE TRAIL

BID NUMBER: 23-377

BID BOND IS REQUIRED
PUBLIC CONSTRUCTION BOND IS REQUIRED

MADATORY PRE-BID CONFERENCE**: Tuesday, May 30, 2023, at 10:00A.M. in the Procurement Division conference room, located at 330 W. Church St, Room 150, Bartow, FL 33830.** An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.

BID DUE/DATE/TIME: June 21, 2023, PRIOR TO 2:00P.M.

DATE/TIME OF BID OPENING: AT 2:00P.M. Or As Soon As Possible Thereafter

PLACE OF BID OPENING: PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830

DEADLINE FOR QUESTIONS FROM BIDDERS: Friday, June 9, 2023

INSTRUCTION TO BIDDERS

1.0 Bids

1.1 Supplementary Conditions, Special Conditions, Plans, Drawings, Instructions to Bidders, the Conditions of the Contract, Exhibits, the Bid Submittal, Technical Specifications, any resulting addenda issued, and the Contract together therein identified constitute the entire "bid package" and upon award shall constitute the Contract Documents concerning this present bid matter.

1.2 The bid must be submitted in a sealed envelope. The face of the envelope should state the Bid Title and Bid Number, the name of the company submitting the bid and the date and time of the bid opening. Bidders are not required to return the Instructions to Bidders, Conditions of the Contract or Contract with their bids, unless specified elsewhere in this Bid Package.

1.3 The following documents, collectively, comprise the "Bid Submittal" which, when tendered, on or before the Bid due date and time, must include:

- Part C – Bid Sheets and Acknowledgement Form,
  - With the manual signature of an authorized representative of the company or their designee,
  - Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted),
  - All information requested on BSU-2 and BSU-5.
- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VIA and Exhibit VIB).
- All additional information requested as a "must" item in any Addendum.
- All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original and one copy of the complete Bid Submittal must be tendered.

1.4 All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent low, responsive and responsible bidder during the Bid Analysis phase.

- These items include:
  - Exhibit IIA, Performance Bond
  - Exhibit IIB, Payment Bond
  - Exhibit VII, Trench Safety Act Compliance,
  - Exhibit VIII, Equal Employment Opportunity,
  - Exhibit IX, Drug-Free Work Place Form,
  - Exhibit X, Safety Requirements/Regulations,
  - Part G – Florida Department of Transportation Forms & Documents,
  - Any items called for in the Supplementary Conditions.

1.5 All prices quoted are to be F.O.B. job site in Polk County, Florida. Bid amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.

1.6 It is the Bidder's responsibility to ensure their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone, email or facsimile are not acceptable. The bid opening shall be public, on the date and time specified under Invitation for Bid. Bid tabulations may be downloaded from the County's web site. Each Bidder must execute their bid with their full name, and title and give their address, fax, telephone and email address. In cases where a firm or corporation submits a bid submittal, the bid submittal shall be signed with the full name of each member of the firm, or the name of the officer of the corporation authorized by its by-laws, in addition to the address of such firm or corporation and such officer.

1.7 The Bidder is solely responsible for reading and completely understanding the requirements of the Contract Documents. The bid opening time will be scrupulously observed. Under no circumstances will Bid Submittals delivered after the delivery time specified be considered. Late Bid Submittals shall not be accepted.

1.8 Bid Submittals may be withdrawn by notifying the County, in writing, at any time prior to the deadline for bid submittal. After the deadline, the bids become a record of the County and will not be returned to the Bidder unless the bid is cancelled. It is the responsibility of the Bidder to make a written request for return of the Bid Submittal after notification of cancellation. Absent this written request, the County shall destroy the submittal. Negligence on the part of the Bidder in preparing their Bid Submittal confers no right of withdrawal or modification of their Bid Submittal after such Bid Submittal has been opened by County Staff at the appointed time and place. Bid Submittals and any bid security shall be in force for a period of not less than ninety (90) calendar days after the bid opening time.

1.9 At the time and place specified for the opening of Bid Submittals (see above), every Bid Submittal properly delivered within the time specified for receiving Bid Submittals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present or represented.

1.10 Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

1.11 The Bidder assumes responsibility to examine the site of the Work and become familiar with the form of Submittal, Drawings, Specifications, any Addenda issued thereto and all other forms of Contractual Documents pertaining to the proposed Work. The submission of the bid shall be sufficient to establish the presumption that the Bidder has investigated the site of the Work and is satisfied as to all conditions to be encountered, the character, quantity and quality of the work to be performed and materials furnished in the completion thereof. No pleas of ignorance of conditions or difficulties that may be encountered in the execution of the Work pursuant to this bid package as a result of failure to make necessary and reasonable examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill, in every detail, all of the requirements of the Contract Documents; nor will they be accepted as a basis for any claims whatsoever for extra

compensation or for any extension of time. Prior to the time specified for receiving bid submittals any interpretation or modifications of the proposed Contract documents will be made only by Addendum. The County will send a courtesy notification when addenda are issued to each person to whom a set of proposed Contract documents has been issued. It is the sole responsibility of the Bidders to check the County's website at http://www.polk-county.net/procurement/procurement-bids "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.

1.12 The Bid Bond shall be for 5% of the amount bid and shall be submitted with the Bid Submittal. The Public Construction Bond shall be for 100% of the amount bid and, if called out in the contract, the allowance amount; and shall be submitted to procurement along with the executed contract documents as outlined under section 11.0, Approval of Contract. The Bid Bond and Public Construction Bond shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.

.

1.13 Unless exempt under Florida Statute, Bidder should furnish a copy of either their State of Florida Contractor Certification or their Florida Registration showing they are licensed in Polk County with its Bid Submittal. The Certification or Registration must be current and effective as of the Bid Submittal date and must be maintained throughout the life of the contract.

2.0 Pre-Qualifications

2.1 When a mandatory pre-bid meeting is specified, all Bidders must register prior to the conclusion of the meeting. Failure to do so will disqualify the firm from bidding. If there is a mandatory site visit, the Bidder must initial the registration sheet prior to completion of the visit to the site. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's registration sheet, or the Bidder's Submittal will be considered non-responsive.

2.2 It is the Bidder's responsibility to ensure that they comply with the above requirements.

3.0 Joint Venture

If a Joint Venture is contemplated, the Joint Venture Agreement between the parties must be submitted with the bid and the bid must be submitted in the name of the Joint Venture. Otherwise, the bid will be considered non-responsive.

4.0 Bid Errors

Where Bid Submittals have erasures or corrections, each erasure or correction should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. The County reserves the right to reject any Bid Submittal with such erasures or corrections where the accuracy or intent of said Bid Submittal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Submittal will govern. The County staff will verify the extension of the unit prices to verify the correct amount. The County's figures shall prevail.

5.0 No Bid

Should the bidder decide there is no interest in bidding, they should return the "Statement of No Bid".

6.0 Discounts

Discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.

7.0 Material and Construction

All material, equipment and construction furnished shall be new and shall be of good quality, workmanship and material. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed.

8.0 Conflict of Interest

In accordance with 2 CFR 200.112, 23 CRF 1.33, & 23 CFR 172.7(b)(4), no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

9.0 Assignment of Contract

Bidder may not make any assignment of the resulting Contract between parties, in whole or in part, without prior written authorization as may be given at the sole discretion of the County.

10.0 Recommendation of Bid Award/Rejection of Bids

10.1 A bid may be recommended for award by the Procurement Director to the lowest responsive and responsible Bidder, provided that Bidder's bid submittal is considered (within the sole discretion of said Procurement Director) reasonable, in the best interest of County to recommend, and no bid protest has been filed. Unless otherwise noted, the basis of recommendation will either be the Base Bid, the Base Bid plus all alternates or any combination thereof, whichever is in the best interest of the County or may be determined by the availability of funds. Should the basis of award be the Base Bid plus selected alternates, the priority of the selection of those alternates will be set forth in the Supplementary Conditions if applicable. The successful Bidder to whom a bid is recommended for award will be so notified by County staff. The Procurement Director, however, at their sole discretion, reserves the right to reject any and all bid submittals or to waive any informality concerning the bid submittal whenever such rejection or waiver is in the best interest of the County. The Procurement Director, likewise, reserves the right to reject the bid submittal of any Bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; or who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, materialmen or employees.

10.2 As part of the recommendation of award by the Procurement Director, any actual bidder or proposed bidder who is allegedly aggrieved in connection with the solicitation or pending recommendation of award of a contract may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest regarding the recommendation of award may do so by submitting a non-refundable cashier's check in the amount of $1,000.00 with their initial

protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. If no protests are received, the Procurement Director will work with the Procurement Specialist assigned to this bid to coordinate that the contract documents are executed by the recommended Bidder and placed on a Board agenda for approval by the Board and execution by the Chairman of the Board.

11.0 Approval of Contract

The recommended Bidder will be required to execute the contract documents as outlined in the bid package including, the Public Construction Bond, all signed exhibits and other required information stated in the supplemental conditions or any addendums. The executed documents should be returned to procurement within 10 working days of the documents being sent by procurement to the Bidder for execution. After the executed documents are received back by procurement, they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

12.0 Security Forfeiture

If after Bidder's receipt of a notice of recommendation for award the successful Bidder refuses or otherwise neglects to execute and deliver the required Contract documents, including the Public Construction Bond, all signed exhibits, required insurance documents and other required information stated in the supplemental conditions or addendums within a reasonable time, the amount of the Bidder's bid security (Bid Bond) may be forfeited and the award rescinded if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed contract documents be returned to procurement within 10 working days of the documents being sent by procurement to the recommended Bidder for execution. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

13.0 Laws, Codes and Regulations

The Bidder shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Bidder observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing. Failure of the Bidder to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Bidder shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

14.0 Safety Requirements/Regulations

14.1 All Bidders are required to submit with their Bid Submittal, Exhibit X, Safety Requirements/Regulations which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.

14.2 The Bidder is hereby notified that if awarded the bid and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.

14.3 The Bidder is hereby notified that if awarded the bid they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The contractor shall furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the minimum national standard for traffic control for highway construction, maintenance, and utility operation.

15.0 Liquidated Damages

Bidders are hereby advised that if the Contract documents so indicate, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County. Information regarding the composition of liquidated damages can be found in the Supplementary Conditions. The liquidated damages are not intended as a penalty.

16.0 Standard Basis for Bidding

Where a particular system, product or material is specified by name, it shall be considered as a standard basis for bidding and as the most satisfactory for its particular purpose. Where two or more products, materials or manufacturers are specified by name, each shall be considered as a predetermined equal and acceptable for its particular purpose; and the bidder may use any of the listed items within their bid.

17.0 Preconstruction Conference

After the Board has approved the Bidder's executed contract and prior to the start of construction, a joint meeting may be held with representatives of the successful Bidder, the County and other invited parties or government agencies which may be affected by or have jurisdiction over the Work.

18.0 Florida Public Entity Crime 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 on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public, work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. [(Florida Statutes Section 287.012(11)(16), Section 287.058, Section 287.133, paragraph (2)(a)] By submitting this bid, bidder hereby certifies that they have complied with said statute.

19.0 Preference for Drug-Free Workplace. (Omitted Intentionally. Not applicable with Federal Funding)

20.0 Requirement to list Subcontractors

The successful Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. The list must contain all subcontracted areas of work including those areas of work being self-performed. The total of work noted on this list must match the bid amount stated on Part C, Bid Submittal.

In addition, the successful Contractor should provide documentation reflecting their "Good Faith Effort" in securing the services of minority owned businesses for any appropriate subcontracted areas of work. This documentation shall be noted on Exhibit VI-B, Good Faith Effort, and shall be provided upon request by Procurement Staff.

21.0 Women/Minority Business Enterprise Outreach (WMBE's). (Omitted Intentionally. Not applicable with Federal Funding)

22.0 Equal Opportunity for Contractors and Subcontractors

Pursuant to U.S. Executive Order 11246, as amended, you are advised that under the provisions of government contracting, and in accordance with the Executive Order, contractors and subcontractors are obliged to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

23.0 Additions/Revision/Deletions

Additions, revisions or deletions to the general conditions, specifications or bid price sheets by a Bidder that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

24.0 Unit Prices

Unless otherwise stated in this document unit prices will be utilized to adjust the total compensation due the successful Bidder based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered.

25.0 Code of Ethics

If any bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

26.0 Questions

All questions must be submitted in writing and addressed to the appropriate person in the Procurement Division by the specified date and time as listed on page IB-1. The bid cover sheet provides the name of the Procurement Division contact person, as well as their phone number, fax number and e-mail address.

27.0 Bid Protest

Procedures for filing a protest may be obtained from the County's Procurement Division. Failure to follow the bid protest procedure requirements within the time frames prescribed herein as established by the County shall

constitute a waiver of the Bidder's right to protest and any resulting claims.

28.0 Local Preference. (Omitted Intentionally. Not applicable with Federal Funding)

29.0 Vendor Preference. (Omitted Intentionally. Not applicable with Federal Funding)

PART B – CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 The Contract Documents comprise the entire contract between the County and the Contractor.

ARTICLE 2 – DEFINITIONS

2.1 Whenever used in any of the Contract Documents, the following meaning shall be given to the terms herein defined:

2.1. The term **"Addendum" or "Addenda"** means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the County to prospective Bidders prior to the time of receiving Bids.

2.2. The term **"Allowance Authorization Release"** means the written pre-approval forms signed by the County Manager or their designee for all allowance work.

2.3. The term **"Allowance Work"** means work that may not have been in the specifications and is deemed by the County to be necessary.

2.4. The term **"Application for Payment"** means the pay request accepted by the Construction Project Manager and the County which is to be used by the Contractor in requesting progress or final payments that is accompanied by such supporting documentation as is required by the Contract Documents.

2.5. The term **"Bid Submittal"** means the offer or submittal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.6. The term **"Bonds"** means the Bid and Public Construction Bond and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

2.7. The term **"Change Order"** means any change that requires the County's approval and either includes a change in the work or a change in the Contract Time.

2.8. The term **"Construction Change Directive"** means any change initiated by the County where a change order has not been agreed to between the County and the Contractor.

2.9. The term **"Construction Project Manager"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the construction management services for the Work. The Construction Project Manager can also be the County Project Manager.

2.10. The term **"County Project Manager"** means the Polk County representative in charge or employed by the County, for the purpose of directing or being in charge of the work embraced in this Contract.

2.11. The term **"Contract"** means the Contract executed by the County and the Contractor.

2.12. The term **"Contractor"** means the person, firm or corporation entering into the Contract with the County to construct and install the improvements embraced in this Contract.

2.13. The term **"Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers"** means the form that the Contractor must execute and submit with each Application for Payment certifying that the Contractor has paid all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed.

2.14. The term **"Contract Documents"** means and shall include the following: Special Conditions, Construction Plans, Drawings, Relocation Schedule Permits, Instruction to Bidders, General Conditions, Exhibits, Supplementary Conditions, Technical Reports, Technical Specifications, Bid Submittal, Bid and Public Construction Bonds, all Addenda issued by the County, Certificates of Insurance, Permits, Notice of Award, Allowance Authorization Release Form, Change Order Form, Substantial Completion Form and Final Completion Form duly delivered after execution of Contract.

2.15. The term **"Contract Time"**, unless otherwise provided, means the period of time including adjustments by Change Order, allotted in the Contract Documents for final completion of the work.

2.16. The term **"County"** means Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2.17. The term **"Day"** shall be a calendar day unless otherwise defined in the Contract Documents. When any period of time is referred to in the Contract Documents 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 County Holiday as set forth below, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

When the Contract Time is specified as calendar days, workdays will be established in the Special Conditions. Workdays are defined as those days of the week and hours of the day that the Contractor may perform the scope of work defined in the Bid Document. The following County Holidays are non-work days and are included in the original contract time. The County will not grant additional days for workdays that fall on County Holidays. County Holidays are: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, all as adopted by the Board of County Commissioners. The Contractor may request permission to work on a County Holiday. The Contractor shall submit their request to work on a County Holiday a minimum of seven (7) calendar days in advance of the Holiday. However, the County is under no obligation to approve such request, and approval to work on a County Holiday is at the sole discretion of the County.

2.18. The term **"Drawings"** means the Drawings or construction plans listed in Part F.

2.19. The term **"Effective Date of the Contract"** means the date on which the contract has been approved by the Board of County Commissioners.

2.20. The term **"Engineer of Record (EOR)"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the design engineering services for the Work. The Engineer of Record can also be the County Project Manager.

2.21. The term **"Field Order"** means a written direction to the Contractor from the **Construction Project Manager** that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.22. The term "**Final Completion**" means completion of all Work associated with the construction of the project, including all incomplete items, those items to be re-worked, and all contract close out documentation (i.e., Owner's Manuals, final as-builts and record drawings, and final application for payment).

2.23. The term **"Free on Board" (FOB)** means the cost of the goods including the shipment to the job site.

2.24. The term **"Good Faith Efforts"** Omitted Intentionally. Not applicable with Federal Funding .

2.25. The term **"Lump Sum"** means that portion of the total contract amount that is fixed as a result of the amount of the bid submitted by the Contractor. If there is no "Allowance for Work" this amount is the total Contract amount. If there is an "Allowance for Work" then the bid price and the amount of the "Allowance for Work" becomes the total Contract amount

2.26. The term **"Not to Exceed"** means that portion of the total Contract amount described as "Allowance for Work" that along with the amount of the bid submitted by the Contractor becomes the total Contract amount. Changes in the Work submitted by the Contractor that are eligible and approved for funding from the "Allowance for Work" shall not exceed the amount provided a "Allowance for Work" either in a single request or cumulative during the performance of the Work.

2.27. The term **"Notice of Award"** means the written notice issued by the County to the successful bidder.

2.28. The term **"Notice to Proceed"** means a written notice issued by the Procurement Division to the Contractor fixing the date on which the Contract Time will commence and the final completion date which is based on the number of contract days.

2.29. The term **"Project Area"** means the Roadway Project as defined in Section 1 of the Special Conditions.

2.30. The term **"Procurement Director"** means the Director of Polk County Procurement Division or their authorized representatives.

2.31. The term **"Start Date"** means the date of commencement of the work.

2.32. The term **"Subcontractor"** means a person or entity who has direct contact with the Contractor to perform a portion of the Work, to include a person or entity who provides equipment to support completion of the Work under an equipment-rental agreement.

2.33. The term "**Substantial Completion**" means the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents, so the County can occupy or utilize the work for its intended purpose.

2.34. The term **"Supplier"** means a person or entity that furnishes materials or equipment that is incorporated into the Work or that is stockpiled within the Project Area or a nearby vicinity for which the County has made partial payment.

2.35. The term **"Technical Reports"** means the reports issued by the County or the Project Manager consisting of written technical material such as soil reports.

2.36. The term **"Unit Price"** means the amount stated in the contract documents as a price per unit of measurement for materials or services required in the work.

2.37. The term "**Utility Work by Roadway Contractor"** means utility plans prepared by a utility owner and made part of this Contract by agreement with the County.

2.38. The term **"Work"** means the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor; furnishing and incorporating material and equipment in the construction; performing or furnishing services; and furnishing documents, all as required by the Contract Documents.

2.39. The term **"Requests for Information (RFI)"** means a written document initiated by the Contractor that is submitted to the Construction Project Manager for coordination with the County and others on a response to any of the following issues:

a. Interpretation of a contract document provision, the meaning of which, is not clear to the Contractor;
b. Errors, omissions or conflicts in the contract documents that are identified by the Contractor; or
c. Pay adjustment or entitlement.

The Construction Project Manager will respond to RFI's within fourteen (14) calendar days from the date received.

ARTICLE 3 – PRELIMINARY MATTERS

3.1 Delivery of Bonds

3.1. When the **Contractor** delivers the executed Contract to the **County**, the **Contractor** shall also deliver to the **County** such Bonds and insurance as may be required in accordance with these Contract Documents.

3.2. Copies of Documents

3.2.1. After the award of the Contract, the **County** shall furnish the **Contractor**, at no cost, five (5) sets of plans and one (1) Contract Document for execution of the work. Additional sets will be supplied at the discretion of the user divisions.

3.3. Commencement of Contract Time; Notice to Proceed

3.3.1. The Contract Time shall commence as established in the Notice to Proceed. A Notice to Proceed may be given at any time after the execution of the Contract by the Chairman of the Board of County Commissioners and after a pre-construction meeting, if applicable.

3.4. Starting the Work

3.4.1. The **Contractor** shall begin the Work on the start date established in the Notice To Proceed. No work shall be done prior to the date on which the Contract Time commences. Any work performed by the **Contractor** prior to the date on which Contract Time commences shall be at the sole risk of the **Contractor**.

3.5. Before Starting Construction

3.5.1. Before undertaking each part of the Work, the **Contractor** shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon and all applicable field measurements. The **Contractor** shall promptly report, in writing, to the **Construction Project Manager** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification from the **Construction Project Manager** before proceeding with any Work affected thereby. The **Contractor** shall be liable to the **County** for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the **Contractor** knew or reasonably should have known thereof.

3.5.2. Prior to the Notice to Proceed (unless otherwise specified in the General Requirements), the **Contractor** shall submit to the **Construction Project Manager** and the **County** for review and ultimate approval the following:

3.5.2.1. A preliminary schedule of the required shop drawings and submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

3.5.2.2. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price. The schedule of values should subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction with sufficient breakdown of lump sum prices to identify items of work. Such amounts will include an appropriate amount of overhead and profit applicable to each item of work. A copy of the schedule of values, with the appropriate bid number and the appropriate W/MBE classification in accordance with Section 17.1 shall be sent to the Procurement Division at 330 West Church Street, Bartow, Florida 33831.

3.5.2.3. A Construction Schedule according to FDOT Specification 8-3.2, Submission of Working Schedule as detailed in the Specification Package included in this Contract. This construction schedule shall be updated and accompany every application for payment submitted. Should the updated construction schedule show any portion of the Work to be behind, the Contractor shall submit with the updated construction schedule a detailed plan for recovery. This updated construction schedule shall be reviewed and approved by the Construction Project Manager or the County at the time of a construction progress

meeting that coincides with the submission of the progress application for payment. Failure to submit this recovery plan with the updated construction schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.

3.5.2.4. If a Traffic Control Plan (TCP) is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an alternative TCP according to the requirements FDOT Standard Specification 102-4 Alternative Traffic Control Plan for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

3.5.2.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form (Contract Exhibits XXII and XXIII) to the Construction Project Manager at least ten (10) working days prior to a road closure and at least seven (7) working days prior to a lane closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

3.5.3. Prior to the effective date of the Contract, the **Contractor** shall deliver to the **County**, with copies to each additional insured identified in the Supplementary Conditions, an original certificate of insurance (and other evidence of insurance which the **County** may reasonably request) which the **Contractor** is required to purchase and maintain in accordance with Article 6.

3.5.4. Before any Work at the site is started, a pre-construction meeting attended by the **Contractor, County Project Manager, Procurement Representative, Construction Project Manager** 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 3.5.2, procedures for handling shop drawings and other submittals, processing applications for payment, maintaining required records, and establishing the Notice to Proceed date. After the pre-construction meeting, the **Contractor** shall have ten (10) calendar days to make corrections and adjustments to their schedules and resubmit to the County for review and acceptance. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Construction Project Manager**; but such acceptance will neither impose on the **Construction Project Manager** responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility.. The **Contractor's** schedule of shop drawings and submittals will be acceptable to the **Construction Project Manager** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Construction Project Manager** and the **County** as to form and substance.

3.5.5. The **Contractor**, in addition to preparing an initially acceptable schedule, shall be responsible for maintaining the schedule, including updating the schedule. Schedule updates shall include progression of work as compared to scheduled progress of work. SCHEDULE UPDATES MUST ACCOMPANY EACH PAY REQUEST

ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE

4.1 Precedence

4.1.1. The Contract Documents comprise the entire agreement between the **County** and the **Contractor** concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Laws of the State of Florida; Venue shall be Polk County.

4.1.2. Unless otherwise specified in the Contract Documents, these General Conditions and the Contract Special Conditions replace the current Division I of the FDOT Standard Specification for Road and Bridge Construction.

Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions current at the time of the bid, shall apply to this project. The applicable publication date of this document is prescribed in the plans.

4.1.3. 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. Any work, material or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe the Work, material or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the drawings and specifications shall be issued by the Construction Project Manager.

4.1.4. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such 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).

4.1.5. Reference to standards, specifications, manuals or codes of any technical society, organization or associations, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, version, specification, manual, 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.

4.1.6. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

4.1.7. The Contractor shall keep adequate records and supporting documentation applicable to the Work and Contract. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years from the date of final completion or termination of this Contract. The County shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The County, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and supporting documentation.

4.2. Conflicts

4.2.1. If, during the performance of the Work, the **Contractor** discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in 7.4, the **Contractor** shall report it to the **Construction Project Manager** and **County Project Manager** in writing at once via the Request for Information (RFI) process; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until receiving written direction from the **Construction Project Manager** or an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in 4.3.1 or 4.3.2.

4.2.2. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the **County, Contractor** or **Construction Project Manager**, or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the **County**, **Construction Project Manager** or any of the **Construction Project Manager's**

consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

4.3. Amending

4.3.1. The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization.

4.3.2. In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by a Field Order or the **Construction Project Manager's** written interpretation or clarification.

4.4. Reuse of Documents

4.4.1. The **Contractor**, any Subcontractor, Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the **County** shall not 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 the **Construction Project Manager** or the **Construction Project Manager's** consultant; and shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of the **County** and specific written verification or adaption by the **Construction Project Manager.**

ARTICLE 5 – PROJECT CONDITIONS

5.1 Availability of Lands

5.1.1. The **County** shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the **Contractor.**

5.1.2. Any additional lands, rights-of-way and easements not furnished by the **County** that the **Contractor** deems necessary, including but not limited to requirements for temporary construction facilities, access and egress, or for storage, shall be obtained in writing from the affected landowner by the **Contractor** at no increase in contract price or extension in contract time, and **Contractor** shall confine his operations to those areas furnished by the **County** or obtained at its expense. The **Contractor** shall hold the **County** harmless for all liabilities associated with said work outside the project area. Before mobilizing or storing any materials or equipment, the **Contractor** shall identify the areas to be used for storage in writing to the **County**. If property other than **County** right-of-way is proposed for storage, the **Contractor** shall provide the **County** a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

5.2. Subsurface and Physical Conditions

Copies of any reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents are included in the Contract Documents.

5.3. Limited Reliance by Contractor Authorized Technical Data

The **Contractor** may rely upon the general accuracy of the "technical data" contained in reports and drawings provided by the **County**. Such "technical data" is identified in the Contract Documents. Except for said reliance on such "technical data," the **Contractor** may not rely upon or make any claim against the **County, the Construction Project Manager** or any of the **Construction Project Manager's** consultants with respect to:

5.3.1.1. the completeness of these reports and drawings for the **Contractor's** purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the **Contractor** and safety precautions and programs incident thereto; or

5.3.1.2. other data, interpretations, opinions and information contained in said reports or shown or indicated in said drawings; or

5.3.1.3. any **Contractor** interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

5.4. Unknown or Concealed Conditions (Excluding Existing Utilities)

5.4.1. If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the **Contractor** shall give the **County** notice, through the **Construction Project Manager**, immediately before conditions are disturbed and in no event no later than 24 hours after first observance of the conditions.

5.4.2. The **Project Manager** and the **Construction Project Manager** shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the **Contractor's** cost of, or time required for, performance of any part of the Work, the **Project Manager** and the **Construction Project Manager** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Construction Project Manager** determine that the conditions at the site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the **Construction Project Manager** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Construction Project Manager** provides direction**.**

5.5. Physical Conditions – Underground Facilities

5.5.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the **County** or the **Construction Project Manager** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.5.1.1. The **County** and the **Construction Project Manager** shall not be responsible for the accuracy or completeness of any such information or data; and

5.5.1.2. The cost of the following will be included in the Contract Price and the **Contractor** shall have full responsibility for (i) reviewing and checking all such information and data; (ii) locating all Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities during construction; and (iv) the safety and protection of all such Underground Facilities as provided in 7.11 and repairing any damage resulting from the Work.

5.5.2. If an Underground Facility is uncovered or revealed within the project which was not shown or indicated in the Contract Documents, the **Contractor** shall, promptly after becoming aware of and before further disturbing conditions affected by or performing any Work in connection therewith (except in an emergency as required by 7.14), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Construction Project Manager**. The **County Project Manager** and the **Construction Project Manager** will promptly review the Underground Facility and determine the appropriate course of action, if any. If the **County Project Manager** concludes that a change in Contract time is required, a Change Order will be issued as provided in Article 13 to reflect and document such consequences. During such time, the **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in 7.11. If the **County** and the **Contractor** are unable to agree on the length of time of any such adjustment in Contract Time, the **Contractor** may make a claim as provided in Article 13. However, the **County** and the **Construction Project Manager** shall not be liable to the **Contractor** for any claims, costs, losses or damages incurred or sustained by the **Contractor** on or in connection with any other project or anticipated project.

5.6. Engineering and Layout

5.6.1. 5.6.1 Control Points Furnished by the **County**: The **County** will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Normally, the **County** will furnish only one bench mark for water crossings. Preserve all reference points and bench marks that the **County** furnishes. As an exception to the above, for projects where the plans do not show a centerline or other survey control line for construction of the work (e.g., resurfacing, safety modifications, etc.) the **County** will provide only points marking the beginning and ending of the project, and all exceptions.

5.6.2. Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the work.

5.6.3. Layout of Work: Utilizing the control points furnished by the **County** in accordance with 5.6.1, establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items. When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.

5.6.4. Specific Staking Requirements: When performing new base construction as part of the project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that the **County** directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.

5.6.4.1. For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the plans.

5.6.4.2. For projects where the plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.

5.6.4.3. For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.

5.6.4.4. Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, the **County** may approve an alternate method for layout of striping provided that the **Contractor** achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.

5.6.4.5. For projects that include temporary or permanent striping of "no passing zones", provide the location and length of these zones as shown in the plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the **County** will provide the location and length of the "no passing zones" during construction. For these projects, notify the **Construction Project Manager** not less than twenty-one (21) calendar days prior to beginning striping.

5.6.4.6. For all projects, set a station identification stake at each right-of-way line at 100 foot intervals and at all locations where a change in right-of-way width occurs. Mark each of these stakes with painted numerals, of a size readable from the roadway, corresponding to the project station at which it is located. As an exception to the above, for projects where plans do not show right-of-way lines, set station

identification stakes at locations and intervals appropriate to the type of work being done. For resurfacing and resurfacing/widening projects, set station identification stakes at 200 foot intervals.

5.6.5. Personnel, Equipment, and Record Requirements: Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons in the employ of the **County** for performance of layout work. Keep adequate field notes and records while performing as layout work. Make these field notes and records available for the **Construction Project Manager** review as the work progresses, and furnish copies to the **County** at the time of completion of the project. The Engineer's inspection, checking, or acceptance of the **Contractor's** field notes or layout work does not relieve the **Contractor** of his responsibility to achieve the lines, grades, and dimensions shown in the Contract Documents. Prior to final acceptance of the project, mark, in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the **County.**

5.6.6. Payment: Include the cost of performing layout work as described above in the Contract unit prices for the various items of work that require layout.

5.7. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

5.7.1. The **County** shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive material or any hazardous material uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The **County** shall not be responsible for any such material brought to the site by the **Contractor**, Subcontractor, Suppliers or anyone else for whom the **Contractor** is responsible.

5.7.2. The **Contractor** shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 7.13); and (ii) notify the **County** and the **Construction Project Manager** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Construction Project Manager** concerning the necessity for the **County** to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. The **Contractor** shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after the **County** has obtained any required permits related thereto and delivered to the **Contractor** special written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such Work may be resumed safely.

5.7.2.1. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such work stoppage or such special conditions under which Work is agreed by the **Contractor** to be resumed, either party may make a claim therefore as provided in Articles 12 and 13.

5.7.3. If, after receipt of such special written notice, the **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 the **Contractor** may order such portion of the work that is in connection with such hazardous conditions or in such affected area to be deleted from the Work. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 12 and 13. The **County** may have such deleted portion of the Work performed by the **County's** own forces or others in accordance with Article

5.7.4. The provisions of 5.2 and 5.5 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

Article 6 - BONDS, INSURANCE, INDEMNIFICATION

6.1 Public Construction Bond and Other Bonds

6.1.1. The **Contractor** shall furnish a Public Construction Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award, as security for the faithful performance and payment of all the **Contractor's** obligations under the Contract Documents. This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2. The **Contractor** shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

6.1.3. The bonds required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Contract Documents.

6.1.4. If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County**.

6.2. Warranty / Maintenance Bond

6.2.1. The **Contractor** shall provide the required Warranty / Maintenance Bonds according to the requirements of the FDOT Standard Specifications for Road and Bridge Construction. Typically, a Warranty/Maintenance Bond is required for Landscaping or Traffic Signal work.

6.3. Certificates of Insurance

6.3.1. All insurance required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from an insurance company that is duly licensed or authorized in the State of Florida to issue insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Contract Documents.

6.3.2. The **Contractor** shall deliver to the **County**, with copies to each additional insured identified in 6.4.1, certificates of insurance (and other evidence of insurance requested by the **County** or any other additional insured such as policy endorsements and copies on actual insurance policies if requested) which the **Contractor** is required to purchase and maintain in accordance with 6.4.1.

6.4. Contractor's Liability Insurance

6.4.1. The **Contractor** shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from the **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract Documents, whether it is to be performed or furnished by the **Contractor**, subcontractor, supplier or anyone for whose acts any of them may be liable. The **Contractor** shall purchase and maintain insurance in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the **County**

the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida:	Yes
Employer's Liability:	$100,000
All States Endorsement:	Statutory
USL & H Endorsement:	Statutory
Voluntary Compensation:	Statutory

b. Commercial General Liability Insurance, naming the County as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed $25,000.

Aggregate Combined:	$5,000,000
Each Occurrence:	$5,000,000
M&C/CGL:	$5,000,000
Broad Form CGL:	$5,000,000
Contractual Liability:	$5,000,000
Products:	$5,000,000
Completed Operation:	$5,000,000
Personal Injury:	$5,000,000
Independent Contractors:	$5,000,000
XCU Property Damage Excel:	$5,000,000
Umbrella Liability:	
Contractors Pollution Legal Liability:	$5,000,000

Regarding Completed Operations Liability: Continue coverage in force for two (2) years after **County's** acceptance of the project.

c. Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily injury & Property Damage Liability	$5,000,000
Combined Single Limit Each Accident	

6.4.2. These policies will provide that:

1) The insurer(s) waive their rights of subrogation against the **County**, their officials, employees, agents and consultants for Workers' Compensation and General Liability.

2) The **County**, a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the **County** by the **Contractor** (as defined by the scope of this bid and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on Certificate(s) of Insurance and subsequently endorsed into the policies. A thirty (30) day written notice of cancellation and ten (10) day notice of non-payment is required. Renewal notices to be sent to the Procurement Division.

3) The **Contractor** shall not be given Notice to Proceed under this contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the **County**. The original insurance certificates shall be given to:

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005

6.4.3. The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

6.4.4. Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Construction Project Manager Liability Insurance unless specially requested by the **County**. The **County** has Builder's Risk coverage and will provide the **Contractor** with appropriate Certificate of Insurance upon request. The County's Builder's Risk policy does not insure the **Contractor's** tools, machinery or equipment that is stored at the job site. If the **Contractor** is required to store tools, machinery or equipment at the job site, the **Contractor** should provide insurance in the form of an equipment floater for the **Contractor's** tools and equipment. The **County** should be named as an additional insured on the **Contractor's** policy, with an appropriate waiver of subrogation as to any claims the **Contractor** or the Contractor's insurer may have against the **County** arising from the storage of the **Contractor**'s tools and equipment.

6.4.5. The **Contractor** shall not allow a subcontractor to work on a project without either subcontractor carrying their own Workers' Compensation and Liability insurance or the **Contractor** covering the subcontractor under their policies. The policy is the same for each succeeding sub-tier contractor. The **County** may request proof of such coverage for any subcontractor at any time during the project.

6.4.6. Any additional insurance, if required, will be set forth in the Special Conditions.

6.5. Receipt and Application of Insurance Proceeds

6.5.1. Any loss for Builders Risk under the policies of insurance required by this Contract shall be payable to the **County,** as loss payee, for the insured as their interest may appear. The **County** shall account for all money received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced; the money so received applied on account thereof; and the work and cost thereof covered by an appropriate Change Order or written amendment as determined by the **County**.

6.5.2. The **County**, as loss payee has the power to adjust and settle any loss with the insurers. If such objection is made, the **County**, as loss payee, shall make settlement with the insurers in accordance with such agreement as the parties and interests may reach. If no such agreement among the parties and interests is reached, the **County**, as loss payee, shall adjust and settle the loss with the insurers.

6.6. Indemnification

6.6.1. The **Contractor** shall indemnify, defend (by counsel reasonably acceptable to **County**) and hold harmless the **County** and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

6.6.2. In any and all claims against the **County** or any of its agents or employees by any employee of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.6.3. The **Contractor** shall indemnify and hold harmless the **County** and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

7.1.1. The **Contractor** shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Contract Documents. The superintendent shall speak and understand English and have at least one other responsible person who speaks and understands English. The superintendent shall not be replaced without written notice to the **County**, through the **Construction Project Manager**, except under extraordinary circumstances. Prior to the commencement of the Work the **Contractor** shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the **County** the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the **County** may require the **Contractor** to assign a different superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before. The superintendent will be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor.** All communications to the superintendent shall be as binding as if given to the **Contractor**. If during the commencement of the work, the **County** is not satisfied with the superintendent's work, the **County** shall have the right to request a replacement superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before.

7.1.2. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.2. Labor, Material and Equipment

7.2.1. The **Contractor** shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The **Contractor** shall at all times maintain good discipline and order on the site.

7.2.2. The **Contractor** shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents. Equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the **Contractor** and the **Contractor** shall immediately notify the **County** and the **Construction Project Manager** of the incident and cleanup / repair efforts. The **Contractor** shall clean up and dispose of any hazardous material according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the **County**.

7.2.3. All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. The **Contractor** shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the **County** immediately upon delivery or as soon thereafter as is practical. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed, as approved by the **Construction Project Manager**.

7.2.4. All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents.

7.3. Substitute Material or Equipment

7.3.1. If the **Contractor** wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the **Construction Project Manager** and the **Project Manager** for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that

specified. No substitute shall be ordered or installed without the prior written approval of the **Construction Project Manager.** The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the **Project Manager** and the **Construction Project Manager** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the **Construction Project Manager** shall be by Change Order.

7.3.2. This paragraph applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the **Contractor** for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The **Contractor** must state that they are submitting a VECP proposal. The VECP shall be submitted to the **County** through the **Construction Project Manager**. The **County** reserves the right to reject, at their discretion, any VECP submittal. As a minimum, the following information shall be submitted by the **Contractor** with each VECP:

1) A description of the difference between the existing contract requirement and the proposed change;

2) The comparative advantages and disadvantages; and

3) Separate detailed cost estimates for both the existing contract requirement and the proposed change.

If a VECP is approved by the **County**, the **Contractor** may be entitled to share in the savings up to fifty percent (50%).

7.4. Concerning Subcontractors

7.4.1. The **Contractor** shall be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the **Contractor**. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the **County** or any obligation on the part of the **County** to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The **County** may furnish to any Subcontractor, to the extent practical, evidence of amounts paid to the **Contractor** for specific Work done.

7.4.2. The **Contractor** shall identify and provide information on Subcontractors, Suppliers and other persons or organizations which shall be used by the **Contractor**, in accordance with requirements of the Contract Documents.

7.4.3. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the **Contractor** in dividing work among Subcontractor or delineating the Work to be performed by any specific trade.

7.4.4. The **Contractor** agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the **County.**

7.4.5. All Work performed for the **Contractor** by a Subcontractor shall be pursuant to an appropriate written agreement between the **Contractor** and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the **County** as trustee. The **Contractor** shall pay each Subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the **Contractor** under this insurance.

7.5. **Patent Fees and Royalties**

7.5.1. The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The **Contractor** shall indemnify and hold harmless the **County** and its employees and agents from and against all claims, costs, losses and damages arising out of or resulting from 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.

7.6. Permits

7.6.1. The **Contractor** shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. These costs are considered incidental to the Work. Permits, if any, that are provided and paid for by the **County**, are listed in the Contract Documents. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

7.6.2. As required by the appropriate Water Management District (WMD), before beginning any dewatering activities, (whether it is discharged offsite or not), the WMD must be notified. The **Contractor** shall provide the **County** with a forty eight (48) hour advance notification of any de-watering activities so the **County** can properly notify the WMD. If the **Contractor**'s dewatering activity results in offsite discharge to wetlands or surface waters, a permit modification of the original construction permit would be required. Furthermore, if the **Contractor**'s dewatering activity results in offsite discharge to wetlands or surface waters, the **Contractor** is to prepare a written dewatering plan and submit said plan to the **County** and the appropriate WMD for approval. The cost for preparing the dewatering plan, the installation thereof and the dewatering shall be included in the unit price for the work requiring dewatering.

7.7. Laws and Regulations

7.7.1. The **Contractor** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the **Contractor** observes that any of the Contract Documents are contradictory to such laws, rules and regulations, it will notify the **Construction Project Manager** promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If the **Contractor** performs any Work that they know or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the **Construction Project Manager**, the **Contractor** shall bear all related costs.

7.8. Taxes

7.8.1. The **Contractor** shall pay all sales, consumer, use and other similar taxes required to be paid by the **Contractor** in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the Work.

7.9. **Use of Premises**

7.9.1. The **Contractor** shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents. The **Contractor** shall not unreasonably encumber the site with material and equipment. Any loss or damage to the **Contractor's** or any Subcontractor's equipment is solely at the risk of the **Contractor**.

7.9.2. During the progress of the Work, the **Contractor** shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminates resulting from the Work. At the completion of the Work, the **Contractor** shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The **Contractor** shall leave the site clean and ready for occupancy by the **County** at substantial completion of the Work. All disposals shall be in accordance with applicable laws and regulations. In addition to any other rights available to the **County** under the Contract Documents, the **Contractor**'s failure to maintain the site may result in withholding any amounts due

the **Contractor**. The **Contractor** shall restore to original condition all property so designated for alteration by the Contract Documents.

7.9.3. The **Contractor** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

7.10. Record Documents

7.10.1. The **Contractor** shall maintain in a safe place at the site, one (1) record copy of all Drawings, Specifications, Addenda, Permits, Change Orders, Change Requests, Field Orders correspondence, field test records, **Contractor**'s daily reports and construction photographs, and written interpretations and clarifications in good order, and annotated to show all changes made during construction. These record documents, together with all approved samples and shop drawings, will be available at all times during regular working hours to the **Construction Project Manager** and the **County**. In addition, the **Contractor** shall submit on a daily basis, two (2) copies of the preceding day's daily report to the **County** through the **Construction Project Manager**. The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well organized manner and are to include the elevation and plan location of all utilities, structures, etc., encountered or installed. A "record" survey book shall be kept and shall include the following items:

1. The location and elevation of all existing Underground Facilities, utilities and structures, etc. encountered.

2. The finished location and elevation of all Underground Facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.

7.10.2. All record notes shall be kept in book(s) designed "record" and no other survey notes will be kept in such books. The **Contractor** will be required to review with the **County** the status of the “as built” plans and the record survey notes in connection with the **County** evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. Upon completion of the Work, the **County** shall deliver to the **Contractor** a reproducible set of current Plans. The **Contractor** will transfer all his "as-built" information to these reproducibles and deliver the resultant as-built set of plans, together with the record survey book to the **Construction Project Manager** for the **County**. Each completed set of "As-Built" drawings must include on its face, a certified statement by the **Contractor** that the set of "As-Builts" drawings accurately depicts the actual Work as constructed. "As-Built" drawings must meet WMD requirements and at a minimum shall include roadway template data on 100’ cross sections including curb elevations, structure invert elevations and outfall elevations.

7.11. Safety and Protection

7.11.1. The **Contractor** shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Work and other persons who may be affected by it.

2. All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The **Contractor** shall assume all risk of loss for stored equipment or material, irrespective of whether the **Contractor** has transferred the title of the stored equipment or material to the **County.**

3. Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

4. When the performance of the Work requires the use of shoring, sheet piling and other special construction related to excavation, and when required by Laws or Regulations, the **Contractor** shall cause the design of said shoring, sheet piling and other special construction to be performed by a registered Construction Project Manager engineer licensed in the State of Florida. The **Contractor** shall submit, as a Shop Drawing, a certification by the registered engineer, stating that it has complied with this requirement. The **Contractor** shall meet all requirements

of such designs prepared by a registered engineer. In addition to any requirements imposed by law, the **Contractor** shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work.

7.11.2. The **Contractor** is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The **Contractor** shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The **Contractor** is required to comply with OSHA Standards regardless of the number of employees they may have.

7.11.3. A **County** representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the **County's** representative may have the authority, but not the duty, to require the **Contractor** to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

1. Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.
2. Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.
3. Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

7.11.4. Violation of Serious, Willful or Criminal violation may have the following consequences:

1. First violation: The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the **County.**
2. Second violation: May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.
3. Third violation: This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County.**

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

7.11.5. Should the work site be in a hazardous area, the **County** may furnish the **Contractor** with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the **Contractor** in the planning of a safe work site.

7.11.6. The **Contractor** shall be aware that while working for the **County**, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the **County**.

7.11.7. The **Contractor** shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the **Contractor's** superintendent, unless otherwise designated in writing by the **Contractor** to the **Construction Project Manager**. All communications to the superintendent shall be as binding as if given to the **Contractor.**

7.11.8. Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The **Contractor** shall promptly report by telephone and in writing to a County Representative and **Construction Project Manager** all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of $500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

7.11.9. Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the **County**, until such documents are received.

7.11.10.In any event the **County** may stop the work when, in the **County's** opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.

7.11.11.When it becomes necessary to stop the work for any of the reasons contained herein, the **County** shall issue a Stop Work Order to instruct the **Contractor** to cease work on the project. The **County** shall not be penalized in any manner as a result of this Stop Work Order.

7.12. Drug Free Work Place Policy

7.12.1 The **County** has a very comprehensive policy to ensure a drug free work place. The substance of this policy shall become a part of this contract as described below.

1. The **Contractor** and its employees and Subcontractors are strictly prohibited from the following:
   a) Using illegal drugs on **County** property;
   b) Manufacturing, distributing, dispensing, selling, possessing, or using a non-prescribed substance, illegal drug or alcohol, while at work or on or in **County** property. Reporting for work or performing work under the influence of a non-prescribed substance, illegal drug or alcohol.
2. If there is reason to believe that this policy is being violated, the **Contractor** shall be required to take immediate action to correct the violation and ensure the **County** that further violations will not occur. The remedy shall, at a minimum, require the person or persons who are the subject of the violation to be banned from the work place.

7.13. Emergencies

7.13.1. In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the **Contractor**, without special instructions or authorization from the **Construction Project Manager** if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Construction Project Manager** written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the **Contractor** believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

7.13.1.1. The **Contractor** shall immediately notify the **Construction Project Manager** of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

7.13.1.2. If the **Construction Project Manager** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a Change Order will be issued to document the consequences of such action.

7.14. Submittals, Shop Drawings, and Samples

7.14.1. In general, the **County** requires shop drawings for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the item, including but not limited to:

a. Bridge components not fully detailed in the plans, i.e. segments, steel girder details, post-tensioning details, handrails, etc.

b. Retaining Wall Systems

c. Precast Box Culverts

d. Non-standard lighting, signalization and signing structures and components

e. Building Structures

f. Drainage structures, attenuators, and other nonstmctural items

g. Design and structural details furnished by the Contractor in compliance with the Contract

h. Temporary Works affecting public safety

i. Bridge Structural Steel and Miscellaneous Metals

j. Bridge Concrete components that are not cast-in-place

k. Major and Unusual Structures

l. Minor modifications to the permanent works for the purposes of expediting the **Contractor'**s chosen construction methods

m. Requirements in Provision 7.11.1.5

7.14.2. Other provisions of the Contract Documents may waive the requirement for submittals for certain items; e.g., items constructed from standard drawings or those complying with alternate details for pre-stressed members under FDOT Standard Specification Section 450. The Special Conditions may also list the submittals required.

7.14.3. After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, the **Contractor** shall submit to the **Construction Project Manager** for review and approval in accordance with the accepted schedule of Submissions, seven (7) copies for use by the **County**, **Construction Project Manager** and any additional copies as required by the **Contractor** (unless otherwise specified in the Contract Documents) of all Submittals and Shop Drawings, which shall have been checked by and stamped with the approval of **Contractor** and identified as the **Construction Project Manager** may require. The **Contractor** shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in Submittals and Shop Drawings to the **Construction Project Manager**.

7.14.4. The **Contractor** shall also submit to the **Construction Project Manager** for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the **Contractor**, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.

7.14.5. The **Contractor**'s stamp of approval on any Submittal, Shop Drawing or sample shall constitute its representation to the **County** and the **Construction Project Manager** that the **Contractor** has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, specified performance criteria, and similar data or assumes full responsibility for doing so, and that the **Contractor** has reviewed or coordinated each Submittal, Shop Drawing or sample with the requirements of the Work and the Contract Documents.

7.14.6. At the time of each submission, the **Contractor** shall in writing call the **Construction Project Manager's** attention to any deviations that the Submittals, Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each submission of such variation.

7.14.7. The **Construction Project Manager** will review Submittals, Shop Drawings and review samples and return the **Contractor**'s submittals stamped with the following notation:

[ ] APPROVED
[ ] APPROVED AS NOTED
[ ] REVISE AND RESUBMIT
[ ] NOT APPROVED
Reviewed By: ___ _
Date: -------

7.14.8. Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The **Contractor** is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the Work of all trades.

7.14.9. The **Construction Project Manager's** review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by the **Contractor**, engineering design furnished by the **Contractor**, the Contractor's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto, the correctness of which shall remain the sole responsibility of the **Contractor**. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** shall make any corrections required by the **Construction Project Manager** and shall return the required number of corrected copies of Submittals and Shop Drawings and resubmit new samples for review. The **Contractor** shall direct specific attention in writing to revisions other than the corrections called for by the **Construction Project Manager** on previous submittals.

7.14.10. The **Construction Project Manager's** review and approval of Submittals, Shop Drawings or samples shall not relieve the **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless the **Contractor** has in writing called the **Construction Project Manager's** attention to each such variation at the time of submission and the **Construction Project Manager** has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal, Shop Drawing or sample approval; nor will any approval by the **Construction Project Manager** relieve the **Contractor** from responsibility for errors or omissions in the Submittals, Shop Drawings or samples or from responsibility for having complied with the provisions of 7.14.4.

7.14.11. Where a Submittal, Shop Drawing or sample is required, no related Work shall commence until the submittal has been returned by the **Construction Project Manager** and noted "Approved" or "Approved As Noted".

7.14.12. All costs incurred in connection with the **Construction Project Manager's** review and return of a particular Submittal, Shop Drawing or sample submission after the **Construction Project Manager's** second review shall be borne by the **Contractor**, including the **Construction Project Manager's** charges to the **County** under the terms of their agreements with the **County**. The **County** shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

7.14.13. In reviewing Submittals, Shop Drawings or samples, the **Construction Project Manager** shall be allowed thirty (30) days from the date the **Construction Project Manager** receives the submittal or re-submittal from the **Contractor** to return the submittal in accordance with this Section, unless otherwise provided in the Contract Documents. The **Construction Project Manager's** review and return of a Submittal, Shop Drawing or sample within the time allowed shall not justify an increase in the Contract Price or an extension in Contract Time. Any delay in connection with the **Contractor'**s submittal and any re-submittal of a particular Submittal, Shop Drawing or sample shall represent delays under the control of the **Contractor** and shall not justify an increase in Contract Price or an extension in Contract Time.

ARTICLE 8 – OTHER WORK (Omitted Intentionally. Not applicable with Federal Funding

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

8.1 Except as otherwise provided in these General Conditions, the **County** shall issue all communications to the **Contractor** through the **Construction Project Manager.**

8.1. The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 17.

8.2. The **County's** responsibilities for providing lands, easements and engineering surveys to establish reference points are set forth in Article 5.

ARTICLE 10 – CONSTRUCTION PROJECT MANAGER'S STATUS DURING CONSTRUCTION

9.1 County's Representative

9.1. The **Construction Project Manager** shall be a representative of the **County** during the construction period. The duties, responsibilities and limitations of authority of the **Construction Project Manager** as the **County's** representative during construction are set forth in these General Conditions.

9.2. Visits to the Site

9.2.1. The **Construction Project Manager** shall make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

9.3. Clarifications and Interpretations

9.3.1. The **Construction Project Manager** shall issue such written clarifications or interpretations of the Contract Documents (in the form of Revised Plan Sheets from the EOR, Drawings, RFI's, or otherwise) as may be determined necessary, or as reasonably requested by the **Contractor**, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the **Contractor** believes that a written clarification and interpretation entitles them to an increase in the Contract Price, Contract time, or both, the **Contractor** may make a claim as provided for in Article 11, 12 and 13.

9.4. Rejecting Defective Work

9.4.1. The **Construction Project Manager** has the authority to disapprove or reject Work, which is defective. The **Construction Project Manager** also has authority to require special inspection or testing of the Work at the **Contractor's** expense, as provided in Article 16, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

9.5. Decisions on Disagreements

9.5.1. The **Construction Project Manager** shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the **Contractor** disagrees with the **Construction Project Manager's** opinion, the **Contractor** shall refer claims, disputes and other matters relating to the acceptability of the Work or their interpretation of the requirements of the Contract Documents initially to the **Construction Project Manager** in writing with a request for a formal decision. The **Construction Project Manager** will render in writing their opinion concerning the **Contractor's** request for a formal decision and shall submit same to the County **Project Manager.** After receipt of the **Construction Project Manager's** written opinion and all information requested from the **Contractor**, the **County Project Manager** shall render a formal decision in writing, which shall then be conveyed to the **Contractor** by the **Construction Project Manager**. Written notice of each claim, dispute and other matter shall be delivered by the **Contractor** to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Construction Project Manager** within fifteen (15) calendar days after the occurrence unless the **Construction Project Manager** allows additional time. If the **Contractor** fails to strictly comply with these notices and submittal time periods, the **Contractor** shall be deemed to have waived their right to assert a claim the **Contractor** might otherwise have had concerning the matter.

9.6. Limitation on Construction Project Manager's Responsibilities

9.6.1. Neither the **Construction Project Manager's** authority to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise their authority, shall give rise to any duty or responsibility of the **Construction Project Manager** to the **Contractor**, any Subcontractor, any of their agents or employees.

9.6.1.1. The **Construction Project Manager** shall not be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions and programs used. The **Construction Project Manager** shall not be responsible for the **Contractor's** failure to perform the Work in accordance with the Contract Documents.

9.6.1.2. The **Construction Project Manager** shall not be responsible for the acts or omissions of the **Contractor**, any Subcontractors, any agents, employees or any other persons performing any of the Work.

ARTICLE 11 – CHANGES IN THE WORK

10.1 **Changes**

10.1. Without invalidating the Contract, the **County** may at any time order additions, deletions or revisions in the Work. The **Construction Project Manager** shall provide the **Contractor** with a proposal request, identifying the work to be added, deleted or revised. Upon receipt, the **Contractor** shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of work, the **Construction Project Manager** may order the partial suspension of any work related to the proposed deletion, in which case the **Contractor** must cease performance as directed; the **Contractor** shall not be entitled to claim lost profits on deleted work. All change work shall be executed under the applicable conditions of the Contract Documents.

10.2. Additional work performed by the **Contractor** without authorization of a Change Order or Allowance Authorization will not entitle the **Contractor** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 7.13. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

10.3. Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7.13, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the

Construction Project Manager will prepare a written Change Order to be signed by the **Construction Project Manager** and the **Contractor** and submitted to the **County** for approval.

10.4. It is the **Contractor's** responsibility to notify its Surety of any changes affecting the general scope of the Work, Contract Price or Contract Time.

10.5. In the absence of an agreement as provided in 11.1.3, the **County** may, at its sole discretion, issue a Construction Change Directive to the **Contractor**. Pricing of the Construction Change Directive will be in accordance with Article 12. The Construction Change Directive will specify a price and, if applicable, a time extension determined to be reasonable by the **County.** If the **Contractor** fails to sign such Construction Change Directive, the **Contractor** may submit a claim in accordance with Articles 11, 12,13, and 19 but the **Contractor** shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

10.6. The **Contractor** shall proceed diligently with performance of the Work as directed by the **County**, regardless of pending claim actions, unless otherwise agreed to in writing.

ARTICLE 12 – CHANGE OF CONTRACT PRICE

11.1 The Contract Price

11.1.1. The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to the **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without change in the Contract Price.

11.1.2. The Contract Price may only be increased or decreased by a written Change Order or Construction Change Directive. Any claim for an increase shall be in writing and delivered to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Construction Project Manager** within fifteen (15) calendar days after the occurrence unless the County allows additional time.

11.1.3. The value of any work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined by the following procedures:

11.1.3.1. Designated Unit Price (Field Measure)

The **Contractor** and the **County** recognize and acknowledge that the quantities shown for those items designated in the Bid Submittal (Part C) as unit price items are approximations prepared by the **County** for bid purposes and that the actual compensation payable to the **Contractor** for the utilization of these items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Work as originally defined in the Contract Documents.

When it is determined by the **County** that an addition, deletion or revision to the Work as defined in these Contract Documents is required and affects the quantities required for items designed in the Bid Submittal (Part C) as unit price items, the **Contractor** and the **County** agree that the compensation payable to the **Contractor** for the unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Submittal (Part C) and the actual quantities required to complete the Work. The County does not re-negotiate unit prices for Significant Changes as defined in FDOT Division I Specifications.

11.1.3.2. Other Unit Prices

For items not designated in the Bid Submittal (Part C) as unit prices, the **County** and the **Contractor** may establish unit prices as agreed on by Change Order.

11.1.3.3. Lump Sum Items

When it is determined by the **County** that an addition, deletion or revision to the Work is required which results in a change in the Work designated in the Bid Submittal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

11.1.4. If the pricing methods specified in 12.1.3 are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by the **County** in accordance with 12.2. The **County** shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with 11.1.5. The **Contractor** shall perform the work as directed in the Change Order.

11.1.5. Failure on the part of the **Contractor** to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to the **County**; acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the **County.** Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the **County** based upon an analysis of the scope of the **Contractor's** failure to construct to plan or authorized dimensions.

11.2. Cost of Work

11.2.1. The term "Cost of Work," for the purpose of Change Orders or Allowance Work, means the cost necessarily incurred and paid by the **Contractor** in the proper performance of the Change Order Work. Except as may be agreed to in writing by the **Construction Project Manager**, such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

11.2.2. Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave)
11.2.3. Owned Equipment (at lowest applicable equipment manual rate) (Blue Book Value)
11.2.4. Rented Equipment (at actual rental rate)
11.2.5. Material
11.2.6. Supplies
11.2.7. Subcontractors' Costs
11.2.8. Bonds and Insurance
11.2.9. Contractor's Fee (per 12.3)
11.2.10. Permit Fees

11.2.11. The **Contractor** shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

11.2.12. The term "Cost of the Work" shall not include any of the following:

11.2.12.1. Payroll costs and other compensation of the **Contractor's** officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, layers, auditors, accountants, Procurement and contracting agents, expediters, timekeepers, clerks and other personnel employed by the **Contractor**, whether at the site or in its principal or a branch office, for general administration of the Change Order work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the **Contractor's** mark-up.

11.2.12.2. Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

11.2.12.3. Expenses of **Contractor's** principal and branch offices other than the **Contractor's** office at the site.

11.2.12.4. Any part of the **Contractor's** capital expenses, including interest on the **Contractor's** capital used for the Change Order work and charges against the **Contractor** for delinquent payments.

11.2.12.5. Cost of premiums for all bonds and insurance, whether or not the **Contractor** is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the work).

11.2.12.6. Costs due to the negligence of the **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 material or equipment wrongly supplied; and making good any damage to property.

11.2.12.7. Overhead or general expense costs of any kind (other than as provided in 12.3).

11.3. Contractor's Mark-Up

11.3.1. The maximum percentage allowed for the **Contractor's** combined overhead and profit shall be as follows:

11.3.1.1. For all such Change Order work or Allowance Work done, a fixed percentage of the total adjustment to the Contract Price shall be negotiated and shall not exceed ten percent (10%).

11.3.2. For all changes, the **Contractor** shall submit an itemized cost breakdown, together with supporting data in the detail and form as prescribed by the **Construction Project Manager**. When a credit is due, the amount of credit to be allowed by the **Contractor** to the **County** for any change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the **Construction Project Manager**, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

ARTICLE 13 – CHANGE OF CONTRACT TIME

12.1 It is the Contractor's duty, responsibility and obligation to perform the Work in accordance with the Contract Documents within the authorized Contract Time. The Contractor shall not submit a CPM Baseline Schedule showing less time than the original contract time established in the Contract Documents. The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the occurrence, unless the **Construction Project Manager** allows additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor's** control or fault.

12.1.1. If the **Contractor** is delayed at any time in the performance, progress, commencement or completion of the Work by any act or neglect of the **County** or the **Construction Project Manager**, by an employee of either, by any separate contractor employed by the **County**, by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by the **Contractor** using reasonable diligence or by any causes beyond the **Contractor's** control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as the **County** may determine. The **Contractor** shall be entitled to an extension of time for causes only for the number of days of delay which the **County** may determine to be due solely to these causes and only to the extent these occurrences actually delay the completion of the Work; and then only if the **Contractor** shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the **County** or the **Construction Project Manager** may be responsible in whole or in part, shall relieve **Contractor** of its duty to perform or give rise to any right to damages or additional compensation from the **County**. The **Contractor's** sole and exclusive remedy against the **County** for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be right to seek an extension to the Contract Time in accordance with the procedures set forth herein. The **Contractor** shall have no entitlement to any monetary compensation for any delays. Any time granted by the **County** shall be non-compensable Contract Time.

12.1.2. Weather delays, as determined by the **Construction Project Manager**, will automatically extend the Contract Time by the same number of days.

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

13.1 Neither the **County** nor the **Contractor** shall be considered to be in default of the Contract if delays in, or failure of performance, shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

13.1.1. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

13.1.2. The nonperforming party shall, within five (5) days after being prevented or delayed from performance by an Uncontrollable Force, deliver written notice to the other party particularly describing the circumstance and Uncontrollable Forces preventing its continued performance of the obligations of this Contract and a good faith estimate as to the anticipated duration of the delay.

ARTICLE 15 – WARRANTY AND GUARANTEE

14.1 Warranty and Guarantee

14.1.1. The **Contractor** warrants and guarantees to the **County** that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Construction Project Manager**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in Article 16.

14.1.2. If, after approval of final payment and prior to the expiration of one year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County,** remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the **Contractor.**

Article 16 – ACCEPTANCE OF DEFECTIVE WORK

15.1 Tests and Inspections

15.1.1. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the **Contractor**, the **Contractor** shall give the **Construction Project Manager** timely notice. The testing firm(s) (if assigned by the **Contractor** to this Work) and all such inspections, tests or approvals provided for by the **County** shall be identified in writing by the **Construction Project Manager** to the **Contractor**. All other inspections, tests or approvals shall be at the **Contractor's** expense, including additional expenses for inspection and tests required as a result of delays by the **Contractor** or hours worked in excess of 40 hours per week. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the **Contractor**

will furnish the **Construction Project Manager** with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the **Construction Project Manager** and at the **Contractor's** expense.

15.1.2. Neither observations by the **Construction Project Manager** or the **County Project Manager** nor inspections, tests or approvals by persons other than the **Contractor** shall relieve the **Contractor** of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

15.2. Access to the Work

16.2.1 For the duration of the Work, the **Construction Project Manager** and their representatives, other designated representatives of the **County** and authorized representatives of any regulatory agency shall at all times be given access to the Work. The **Contractor** shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

15.3. Uncovering the Work

15.3.1. If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Construction Project Manager**, or if any work is covered contrary to the request of the **County Project Manager**, the work shall, if requested by the **Construction Project Manager** or the **County Project Manager**, be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense. If it is found that such Work is defective, the Contractor shall bear the expense of removal and replacement of the Work.

15.4. Stop Work

15.4.1. When work is defective or when the **Contractor** fails to supply sufficient skilled workmen, suitable material, suitable equipment, make prompt payments to Subcontractors for labor, material or equipment, or if the **Contractor** violates any provisions of these Contract Documents; the **County** may order the **Contractor** to stop the work until the cause for such order has been eliminated. However, this right of the **County** to stop the work shall not give rise to any duty on the part of the **County** to exercise this right for the benefit of the **Contractor** or any other party. The **Contractor** shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

15.5. Correction or Removal of Defective Work

15.5.1. When directed by the **Construction Project Manager**, the **Contractor** shall promptly, without cost to the **County** and as specified by the **Construction Project Manager** either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work. If the **Contractor** does not correct such defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the **Construction Project Manager**, the **County** may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the **Contractor** or deducted from payment to the **Contractor**. The **Contractor** will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

15.6. 16.6 Acceptance of Defective Work

15.6.1. 16.6.1 If, instead of requiring correction or removal and replacement of defective work, the **County** prefers to accept it, the **County** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the **Contractor** shall pay to the **County** an appropriate sum to compensate for the defect in the work.

15.7. 16.7 Neglected Work by Contractor

15.7.1. 16.7.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Construction Project Manager** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, working extended hours and additional days, all at no cost to the **County**, in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor**. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County.**

15.7.2. 16.7.2 Should the **Contractor** work overtime, weekends or holidays to regain the schedule, all costs to the **County** of associated inspection, construction management and resident engineering shall be identified to the **Contractor** and the Contract Price reduced by a like amount via Change Order.

ARTICLE 17 – PAYMENT AND COMPLETION

16.1 Schedule of Values

16.1.1. The Schedule of Values established as provided in General Conditions 3.5.2.2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the **Construction Project Manager** and the **County Project Manager**. Progress payments using unit prices bid will be based on the number of units completed. Lump sum bids do not have a provision for a unit price adjustment.

16.1.2. The Schedule of Values will include a breakdown of divisions of the work in a manner that will identify Subcontractors by the classification of their work according to any accepted numerical sequence, such as AIA numerical classification. Any Subcontractor identified by the **Contractor,** as a Woman/Minority Business Entity shall be noted in the schedule of values on a separate line of the schedule of values with an extension to the numerical classification used to identify the particular division of work. The extension will be according to the following: 002- Woman Business Enterprise; 003 – African American Enterprise; 004 – Hispanic American; 005 – Asian Pacific American Business; 006 – Native American Business; and 007 – Asian-Indian American Business.

16.2. Application for Progress Payment

Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers

16.2.1. At least seven (7) calendar days before the date established for each progress payment (but not more often than once a month), **Contractor** shall submit the following to the **Construction Project Manager** for review: (i) an Application for Payment filled out and signed by the **Contractor** covering the work completed as of the date of the Application; (ii) a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers (as further described in Subsection 16.2.2 below) in a form the **County** will designate and provide to the **Contractor,** and (iii) all other supporting documentation as is required by the Contract Documents. If payment is requested on the basis of material 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 shall also be accompanied by a bill of sale, invoice or other documentation warranting that the **County** has received the material and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the **County's** interest therein, all of which will be satisfactory to the **County**. Payment is subject to retainage in accordance with F.S. 218.735. The amount of retainage is 5% in accordance with the contract document or as provided in F.S. 218.735.

16.2.2. As additional conditions precedent to the **County**'s obligation to pay the **Contractor** each progress payment, to include the final payment due under the Contract, the **Contractor** must (i) pay all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include any payments of retainage) that the

County has made to **Contractor** for Work that has been satisfactorily completed; and (ii) execute and deliver to the **Construction Project Manager** a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers with its Application for Payment submitted in accordance with Subsection 16.2.1 above. If the **Contractor** has not made the required payments to all Subcontractors and Suppliers, but the **Contractor** has (a) demonstrated good cause (as reasonably determined by the **County**) for not making any required payment; (b) delivered written notice to the **County** and to the applicable Subcontractor or Supplier specifically stating why the **Contractor** has not paid the Subcontractor or Supplier its proportionate share of the progress payments that the **County** has made to the **Contractor** pursuant to the Contract, and (c) completed all other requirements and conditions precedent to the receipt of the requested progress payment, then the **County** will pay **Contractor** the progress payment in accordance with the Contract requirements.

16.3. Contractor's Warranty of Title

16.3.1. **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

16.4. Approval of Payments

16.4.1. By signing and submitting an Application for Payment, the **Contractor** certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents. When the Contract contains Utility Work by the Roadway Contractor the **Contractor** shall prepare a separate Application for Payment for each utility participating in the Utility Work by the Roadway Contractor. The **Contractor** shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

16.4.2. The **Construction Project Manager**, after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the application to the **County**, or return the application to the **Contractor** indicating in writing the **Construction Project Manager's** reasons for refusing to recommend payment. In the latter case, the **Contractor** may make the necessary corrections and resubmit the application. The **County** shall make payment in accordance with F.S. 218.735.

16.4.3. The **Construction Project Manager's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Construction Project Manager** to the **County** based on the **Construction Project Manager's** review of the Application for Payment and the accompanying data and schedules, that to the best of the **Construction Project Manager'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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work and to any other qualifications stated in the recommendation); and

c) The conditions precedent to the **Contractor's** being entitled to such payment appear to have been fulfilled in so far as it is the **Construction Project Manager's** responsibility to observe the Work.

16.4.4. By recommending any such payment, the **Construction Project Manager** will not be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Construction Project Manager** in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **County** or entitle the **County** to withhold payment to the **Contractor.**

16.4.5. The **Construction Project Manager's** recommendation of any payment, including final payment, shall not mean that the **Construction Project Manager** is responsible for the **Contractor's** means, methods, techniques,

sequences or procedures of construction; or the safety precautions and programs incident thereto; or for any failure of the **Contractor** to comply with Laws and Regulations applicable to the furnishing or performance of Work; or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

16.4.6. The **Construction Project Manager** may refuse to recommend the whole or any part of any payment if, in the **Construction Project Manager's** opinion, they are unable to make the representation that the Application is acceptable to the **County**. The **Construction Project Manager** may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the **Construction Project Manager's** opinion to protect the **County** from loss because:

a) The Work is defective;

b) The Contract Price has been reduced by Change Order;

c) The **County** has been required to correct defective work or complete work in accordance with Article 15;

d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or

e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

16.4.7. The **County** will give the **Contractor** immediate notice stating the reasons for such action and promptly pay the **Contractor** the amount so withheld, or any adjustment thereto agreed to by the **County** and the **Contractor**, when the **Contractor** corrects, to the **County's** satisfaction, the reasons for such action.

16.5. Substantial Completion

16.5.1. Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents, so the **County** can occupy or utilize the work for its intended purpose.

16.5.2. When the **Contractor**, with concurrence from the **County,** considers that the Work is substantially complete, a pre-final walk through will be scheduled to generate the punch list. The **Contractor** shall proceed promptly to complete and correct items on the list. Failure to include an item on this list does not relieve the **Contractor** of the responsibility to complete all Work in accordance with the Contract Documents. When the **Contractor** has completed the punch list items, they shall request the final walk through. If after the final walk through, the **County** determines the project has been completed in accordance with the Contract Documents, the certificate of substantial completion will be issued to the **Contractor.** The Certificate of Substantial Completion shall include a list of items (contract close-out documents such as, As-Builts, Final Pay request, etc.) which have not been completed or corrected at the time of the final walk through, but shall be completed prior to expiration of authorized Contract Time. The Certificate of Substantial Completion shall be submitted to the **Contractor** for their written acceptance and then to the **County** for acceptance and issuance.

16.6. Final Completion

16.6.1. To receive the Certificate of Final Completion, the **Contractor** must have completed and submitted the following within the authorized Contract Time: contract close-out documents such as **County** approved Certified As-built Survey Drawings and electronic files, final Application for Payment request including evidence of insurance and consent of surety to final payment, completed punch list, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.3, certificates of inspection, and any other outstanding items listed on the Certificate of Substantial Completion.

16.6.2. No final payment will be processed by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Construction Project Manager** and the **County**.

16.6.3. Notwithstanding any other provision of these Contract Documents to the contrary, the **County** and the **Construction Project Manager** are under no duty or obligation whatsoever to any vendor, material provider, subcontractor, laborer or other party to ensure that payments due and owing by the **Contractor** to any of them are or will be made. Such parties shall rely only on the **Contractor**'s surety bonds for remedy of nonpayment by the **Contractor**. The **Contractor** agrees to defend and resolve all claims made by subcontractors, indemnifying the **County** and the **Construction Project Manager** for all claims arising from or resulting from subcontractor, supplier, material men or laborer services in connection with this project.

16.6.4. The **Contractor** will indemnify the County and **Construction Project Manager** for any damages sustained including lost revenues resulting from the **Contractor**'s failure or refusal to perform the work required by these contract documents.

16.6.5. If, on the basis of the **Construction Project Manager's** observation of the Work during construction and final inspection, and the **Construction Project Manager's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Construction Project Manager** is satisfied that the Work has been completed and the **Contractor'**s other obligations under the Contract Documents have been fulfilled, the **Construction Project Manager** will, after receipt of the final Application for Payment, indicate in writing the **Construction Project Manager's** recommendation of payment and present the Application to the **County** for payment. At the same time, the **Construction Project Manager** will also give written notice to the **County** and the **Contractor** that the Work is acceptable subject to the provision of 17.7. Otherwise, the **Construction Project Manager** will return the application to the **Contractor**, indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. Warranties required by the Contract Document shall commence on the date specified on the Certificate of Final Completion unless otherwise specified.

16.7. Waiver of Claims

16.7.1. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **County**, other than those previously made in writing and still unsettled.

16.7.2. The making and acceptance of final payment will constitute a waiver of all claims by the **County** against the **Contractor**, except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 17.5; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; or from the **Contractor**'s continuing obligations under the Contract Documents.

ARTICLE 18 - SUSPENSION OF WORK AND TERMINATION

17.1 Suspension of Work

17.1.1. At any time and without cause, the County may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor and the Construction Project Manager, which will fix the date on which Work will be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the Contractor makes any approved claim therefore as provided in Articles 12 and 13.

17.2. Termination for Cause

17.2.1. Upon the occurrence of any one or more of the following events by the **Contractor**:

(a) fails to begin the work under the Contract within the time specified in the Notice to Proceed;

(b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;

(c) performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the **County Project Manager** rejects as unacceptable and unsuitable;

(d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the **Construction Project Manager** notifies the **Contractor** to do so;

(e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

(f) allows any final judgment to stand against him unsatisfied for a period of ten calendar days;

(g) makes an assignment for the benefit of creditors;

(h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;

(i) fails to comply with the **Construction Project Manager's** written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or

(j) for any other cause whatsoever, fails to carry on the Work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the **County**;

(k) fails to comply with the provisions of Chapter 119 of the Florida Statutes;

(1) If the **Contractor** disregards laws or regulations of any public agency having jurisdiction;

(m) If the **Contractor** disregards the authority of the **Construction Project Manager** or the **County Project Manager**; or

(n) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract; if the **Contractor**, within a period of ten (10) calendar days after receiving written notice from the **County** delivered to the **Contractor** and the Surety specifying the default(s) as described in subparagraphs (a) through (n) above, fails to correct the conditions of which complaint is made, the **County** will have full power and authority, without violating the Contract, to take possession of the Work out of the hands of the **Contractor** and to declare the **Contractor** in default.

17.2.2. In the event the **County** terminates the Contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the Contract obligations.

17.3. Termination for Convenience

17.3.1. The **County** may terminate the entire Contract or any portion thereof, if the **County** determines that termination is in its best interest. The **County** will deliver to the **Contractor** written notice of termination specifying the extent of termination and the effective date. When the **County** terminates the entire Contract, or any portion thereof, before the **Contractor** completes all items of Work in the Contract, the **County** will make payment for the actual number of units or items of Work that the **Contractor** has completed, at the Contract unit price, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The **County** will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts). The **County** will consider reimbursing the **Contractor** for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the **Contractor** has completed is too small to compensate the **Contractor** for these expenses under the Contract unit prices. The **County** may

purchase at actual cost acceptable materials and supplies procured for the work, that the **County** has inspected, tested, and approved and that the **Contractor** has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the **County** may designate. Termination of a contract or a portion thereof, under the provisions of this article, does not relieve the **Contractor** or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the work performed. All **Contractor** claims for additional payment, due to the **County**'s termination of the entire Contract or any portion thereof, must meet the requirements of Article 12.

17.4. Completion of Work by County

17.4.1. Upon declaration of default, the **County** will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the Work in an acceptable manner. The **County** will charge all costs that the **County** incurs because of the **Contractor**'s default, including the costs of completing the Work under the Contract, against the **Contractor**. If the **County** incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the **Contractor** and the surety shall be liable and shall pay the **County** the amount of the excess. Such costs incurred by the **County** shall be verified by the **Construction Project Manager** and incorporated in a Change Order but in finishing the work the **County** shall not be required to obtain the lowest figure for the work performed. The **Contractor**'s obligation to pay the difference between such costs and such unpaid balance shall survive termination of the Contract. If, after the ten (10) day notice period and prior to any action by the **County** to otherwise complete the work under the Contract, the **Contractor** establishes his intent to complete the Work in accordance with the **County**'s requirements, then the **County** may allow, in its sole discretion, the **Contractor** to resume the Work, in which case the **County** will deduct from any monies due or that may become due under the Contract, any costs to the **County** incurred by the delay, or from any reason attributable to the delay.

ARTICLE 19 – DISPUTES / CLAIMS

18.1 The **Contractor** shall notify the **County** in writing of all disputes / claims arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract within fourteen (14) calendar days of the commencement of the dispute. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope.

18.1. When submitting a claim, the **Contractor** shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the **Contractor**'s best knowledge and belief, and that the amount of the claim accurately reflects what the **Contractor** in good faith believes to be the **County**'s liability. Such certification must be made by an officer or director of the **Contractor** with the authority to bind the **Contractor**. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within fourteen (14) calendar days of its commencement, the claim will be considered only for a period commencing fourteen (14) calendar days prior to the receipt by the **County** of notice thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

18.2. If the **Contractor** does not agree with any decision of the **County**, the **Contractor** shall be required to seek, prior to instituting any action in a court of law, mediation by a certified circuit court civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the **Contractor**. Any mediation will be held in Polk County, unless otherwise agreed to by the **County** in its discretion. The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the **Contractor** if agreement on the mediator cannot be reached. If the **Contractor** does not agree with any decision of the **County**, or the mediation is unsuccessful, the **Contractor** shall in no case allow the dispute to delay the Work

but shall notify the **County** promptly that the work is proceeding under protest and that the matter in question may be expected from the final releases.

ARTICLE 20 – MISCELLANEOUS

19.1 Limitation of Liability

19.1.1. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

19.2. Severability

19.2.1. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract; any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

19.3. Waiver

19.3.1. A waiver by either the **County** or the **Contractor** of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Contract. Except as otherwise stated in Section 17.7, the making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Contract shall not waive such default or breach, or any subsequent default or breach of this Contract, and shall not be construed as doing so.

19.4. Governing Law and Venue

19.4.1. This Contract shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

19.5. Attorneys' Fees and Costs

19.5.1. Each party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Contract, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

19.6. Non-Discrimination

19.6.1. The **Contractor** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.7. Public Entity Crimes

19.7.1. The **Contractor** understands and acknowledges that this Contract will be void in the event the conditions stated in Florida Statutes, Section 287.133, relating to conviction for a public entity crime apply to the **Contractor**.

19.8. Public Records Law

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the 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 systems of the County.

(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

19.9. Survival of Representations and Warranties

19.9.1. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Contract. Also, the obligation of the **Contractor** to maintain the work until initiation of operation shall survive final payment, termination or completion of the Contract.

ARTICLE 21-Unauthorized Alien(s):

21.1.1 The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

ARTICLE 22- EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Contractor to perform employment duties during the term of this contract; and

(ii) All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

ARTICLE 22 – PERFORMANCE EVALUATION

22.1 Contractor Evaluation

21.1.1. The **Contractor's** performance shall be evaluated during and after completion of the project. The evaluation shall be conducted in accordance with the Procurement Procedures as stated in the Procurement Procedures Manual.

ARTICLE 23 – ALLOWANCES

22.1 Allowance Work

22.1.1. When the **County** determines, at its sole discretion, that it wishes to include an Allowance in the Contract, said amount shall be included in the Contract Price, Article 2 of the Contract (Part E).

22.1.2. Allowance Work, in the amount of five percent (5%) of the construction contract bid amount or $250,000, whichever amount is less, will be included in the contract price. No individual Allowance Work authorization greater than $50,000 shall be effective without the prior approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all work shall be deducted from the contract price by an approved change order.

22.1.3. The number of calendar days specified in the construction contract for performance of the contract work shall include a total time allowance of no more than 60 days or fifteen percent (15%) of the time specified at the time contract award for final completion of the project, whichever is less, for performance of Allowance Work. When all work has been completed under this contract any time set aside for Allowance Work remaining at the completion of all work shall be deducted from the contract time by an approved change order.

22.1.4. Upon a determination by the County Manager or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the **County** entered into a contract and upon determining that, for the purposes of expediency and efficiency, it would be in the **County's** best interest to have said work completed by the Project's **Contractor**, the County Manager or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for the Project.

22.1.5. All charges and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

ARTICLE 24 – ANNUAL APPROPRIATIONS

23.1 Appropriations

23.1.1. **Contractor** acknowledges that the **County**, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement 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. Accordingly, the **County**'s performance and obligation to pay under this Contract is contingent upon annual appropriation.

ARTICLE 25 – PUBLIC RECORDS LAW

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the 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 systems of the County.

(c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

SPECIAL CONDITIONS

The County reserves the right to direct purchase any tangible personal property item of the bid in order to save the sales tax on the selected item, which may include equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major items. When the County exercises this option the following procedures shall be used for ordering, receiving, and paying for the Owner Direct Purchase (ODP) item.

BID PRICES

The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

ORDERING

The items selected would be purchased directly from the suppliers the contractor used to submit their bid to the County and therefore made a part of the construction contract executed with the County.

The Contractor shall fully cooperate with the County, providing information for the preparation of County issued purchase orders for these ODP's, monitoring deliveries, and approving invoices.

Following receipt of a sales tax savings form, the Contractors requisition from the supplier and the suppliers quote to the Contractor, the County will issue a purchase order to the supplier for the item selected for ODP to be delivered to the project site. The approved purchase order will be sent to the supplier and the Contractor. The Contractor shall verify that the purchase order was issued correctly. A separate sales tax savings form and a separate purchase order shall be used for each item selected for ODP.

After the County has affirmed that the items contained in the purchase order meets the exemption requirements contained in Section 212.08(6), Florida Statute, and Rule 12A-1.094, Florida Administration Code, the County will issue a Certificate of Entitlement. A Certificate of Entitlement will be issued with each purchase order for each ODP. The original Certificate of Entitlement accompanied by the County approved purchase order, the Contractors requisition to the supplier and the suppliers quote for the selected ODP item will be placed on file with the Florida Department of Revenue. The Contractor and supplier will be issued copies from the County.

EXPEDITING

The Contractor shall be responsible for expediting delivery to ensure that ODP item(s) is received on time to maintain the construction schedule.

RECEIPT

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The Contractor shall be responsible for receiving, warranting, insuring the proper installation and operation of all materials and equipment required for the project, including all ODP items.

BILLINGS/PAYMENTS

All ODP's shall be billed to the County in care of the Contractor.

The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the County.

The Contractor shall prepare a direct purchase report for the County upon submittal of each pay request.

OTHER CONSIDERATIONS

The County shall have title to all items of which any payment has been made under these provisions.

The selection of ODP for any item contained within the bid does not relieve the Contractor from liability for that item as it may be related to the quantity ordered, condition, the maintenance and care of the item when delivered, installation, incorporation of the item for its intended use in the work to be performed, and warranty of the item in accordance with the contract documents. The Contractor shall maintain products liability insurance, which shall include ODP items, as required for the normal practice of general contracting.

The County shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.

REDUCTION

The Contract will be reduced via deductive change order by the amount of all items selected by the County for the ODP's. The deductive change order will require Division Director approval.

SALES TAX SAVINGS FORM

CONTRACT # _____

DESCRIPTION OF PROJECT _____

Materials	(1) Amt in Contract	(2) Sales Tax	(3) Net Amt for Purchase

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by contractor.

(3) The amount to be used by Procurement to make the material purchase per the contractor's stated quantities.

SUPPLEMENTARY CONDITIONS

Wabash Avenue Multi-Use Path Project

Project No. 5400153
Federal-Aid Project Number: 441847-1-58-01

1. PROJECT DESCRIPTION, PROJECT LOCATION & SCOPE OF WORK

1.1. Description: The project includes the construction of a 10-foot wide multi-use path on east side of Wabash Ave. from Ariana St. to Jesse Keen Elementary School (approximately half (0.50) mile), and construction of a 5-foot sidewalk from Jesse Keen Elementary School to Hickory St. (approximately quarter (0.25) mile). The project also includes the construction of a pedestrian crossover island at Jesse Keen Elementary School and widening of the roadway to three lanes between Highland St and Wayman St. to provide a left turn lane into Jesse Keen Elementary School parking lot. Drainage structures, concrete flumes and/or pipes will be installed to maintain existing drainage. Modifications to existing end treatments, etc. will be performed, as needed, to accommodate maintenance of existing drainage to ensure no adverse impact occurs. Where needed, retaining wall and handrail will be installed. Existing utilities will be required to relocate and/or adjust as needed.

1.2. Location: From Bartow go north on US 98 for 7.6 miles. Turn west onto Polk Parkway (570-Toll road) and go 4.1 miles. Take Exit 5 and continue west on North Parkway Frontage Road for 0.5 miles. Turn north onto Harden Boulevard and go 2.0 miles. Turn west to Ariana Street and go 1.0 mile. All distances are approximate.

1.3. Scope of Work: Work includes, but is not limited to, roadway construction including erosion control, clearing and grubbing, excavation, embankment, stabilization, milling, resurfacing, curb, drainage, retaining walls, pedestrian features, signing and pavement markings, and maintenance of traffic.

1.4. The CADD files are available upon request. The data within the CADD files is subject to change and it is the contractor's responsibility to request updates when necessary. Should the contractor choose to generate information from the CADD files, other than that which is shown on the signed and sealed plans, the contractor does so at its own risk.

1.5. Estimated construction cost is $2,053,046.75 and the estimated days to final completion is 226.

2. BONDING REQUIREMENTS

2.1. See FDOT Supplementary Conditions number 3.

3. QUALIFICATION REQUIREMENTS

3.1. The prime contractor or subcontractors shall be on the **Current List of FDOT Prequalified Contractors** in the following major work classes of work: Drainage (7); Flexible Paving (10); Sidewalk (40).

3.2. Prime contractor must have been in business under the same name or EIN number for a minimum of 3 years.

3.3. Contractors must possess a Polk County Local Business Tax Receipt (f/k/a Business License} in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful bidder.

3.4. Contractor shall submit a reference list of at least three (3) completed projects performed as the prime contractor, with similar in size and scope, within the last five (5) years that reflects similar work performed. The list shall include: the project description, project address, current contact person, telephone number, and e-mail address. References should be submitted with the Bid or must be submitted by the successful vendor within five (5) business days of request and before award.

3.5. Percentage of Work: The prime contractor shall perform a minimum of 51% of all work contained within the scope of work as outlined in the bid documents and special conditions, with the exception of signalization. This percentage of work requirement does not include the furnishing of materials or equipment in the construction, if not installed by the primary contractor.

4. BASIS OF AWARD

4.1. Lowest responsive and responsible bidder meeting qualifications and specifications.

4.2. A MANDATORY pre-award meeting will be required during the bid analysis phase. Prior to a recommendation of award being issued by the Procurement Director, a pre-award meeting will be conducted with the County, EOR, Construction Project Manager and the apparent low bidder. This pre-award meeting will be conducted to confirm the apparent low bidder can perform the required services according to the bid document. If at the conclusion of the pre-award meeting, it has been determined and agreed upon the apparent low bidder cannot perform the services accordingly, the County reserves the right to deem the apparent 1st low bidder as non-responsible and continue the bid analysis phase with the apparent 2nd low bidder.

A memorandum of understanding between the County and the apparent low bidder shall be executed within 5 days after the pre-award meeting.

5. PERMITS

5.1. The following permits have been acquired by the County for the project:

- Southwest Florida Water Management District ERP No. 43045508.001 (Part F)
- Florida Department of Environmental Protection, Permit No. 0407153-002-SFG (Part F)

5.2. It shall be the Contractor's responsibility to submit the application, pay application fees and acquire the Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Construction Activities.

6. CERTIFIED AS-BUILT SURVEY DRAWINGS

6.1. The required number of sets of hard copy Certified As-Built Survey Drawings is three (3).

6.2. The Contractor shall prepare and provide the As-Built Survey Drawings to the County in .pdf format and AutoCAD format.

7. DEFINITIONS

7.1. “Certified As-Built Survey Drawings”: Means as-built or record survey drawings or maps prepared by a Professional Land Surveyor (PLS) or Professional Surveyor and Mapper (PSM) according to the requirements of F.A.C. 61G17-6.005 Construction Layout Survey, Record or As-Built Survey, Quantity Survey. Certified As-Built Survey Drawings includes both hard copy drawings or maps and the electronic files prepared in AutoCAD® format compatible with the County’s computer system. The following are minimum requirements to be shown:

7.1.1. Roadway Site Perimeter - Sufficient spot elevations to show as-built topography.
7.1.2. Driveway Areas - Sufficient spot elevations to show drainage and slopes.
7.1.3. 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.
7.1.4. Underdrains/Pipe Culvert/PVC Sleeves - All inverts, inlet grate and bottom elevations, and sizes.
7.1.5. Outfalls - All pipe inverts, weir box elevations, weir elevation, and sizes.
7.1.6. Roadway/Off Site Drainage - All inverts; manhole top elevation; grate top elevations all storm and sanitary, if applicable.
7.1.7. Pavement width; curb width; shoulder width; sidewalk and bike path widths, every 100 feet.
7.1.8. Elevations; sidewalk; bike path; top and bottom of curb; edge of pavement; and centerline of road, every 100 feet.
7.1.9. Install new roadway alignment control points upon final roadway completion. Include all intersections and side streets. Latitude, departure and elevations for all control points.
7.1.10. Stations and offsets, all structures (including power poles, drainage structures, etc.)

7.2. “County Project Manager”: Means the person designated as an agent or representative of the County for the purpose of directing or being in charge of the work embraced in this contract.

7.3. “FDOT”: Means the Florida Department of Transportation.

7.4. “Inspector”: Means the Professional’s person designated as an agent or representative of the County to perform construction inspection.

7.5. “Plans”: Means certified construction drawings prepared by the Engineer of Record (EOR).

7.6. “Specialty Engineer”: Means a Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the project work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. The Specialty Engineer must be qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications: (1) Registration as a Professional Engineer in the State of Florida; (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

7.7. “Utility Work by Highway Contractor”: Means utility work described plans prepared by a utility owner and made a part of this Contract by agreement with the County.

7.8. “Bridge” – a structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

8. GENERAL

8.1. The Contractor is solely responsible for all work called for in the Contract Documents according to the terms of the Contract Documents and this responsibility cannot be transferred to subcontractors.

8.2. The hierarchy of authority for this contract shall be:

- First (Highest): Polk County Director of Roads & Drainage
- Second: Polk County Engineering Manager
- Third: Polk County Project Manager

8.3. No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

8.4. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor’s records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter.

9. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

9.1. When the Standard Specifications, Special Provisions, Supplemental Specifications or Technical Special Provisions refer to:

9.1.1. “The Engineer” in the role of construction inspection and construction management, this term is the same as “Construction Project Manager” as defined in the Contract Documents.

9.1.2. “The Department” or “FDOT” in the role of owner of the project, the interpretation of the document shall be that the reference is to the County as the owner of the project.

9.1.3. “State Road,” it shall mean any public roadway.

9.1.4. “The Department’s acceptance tests,” it shall mean the tests adopted by the County.

9.1.5. “The District and/or Central Labs,” it shall mean the Contractor's testing subcontractor authorized by the County.

9.2. If any conflicts exist between the specifications prescribed in the Contract Documents, the more stringent requirement shall apply. In case of discrepancy, the governing order of the contract documents is as follows:

1. Special Conditions
2. Technical Special Provisions
3. Plans
4. Road Design, Structures and Traffic Operations Standards
5. General Conditions
6. FDOT Supplemental Specifications
7. Standard Specifications
8. Supplementary Conditions (JPA / Utility)

Computed dimensions govern over scaled dimensions.

9.3. Before starting construction, provide a Quality Control Program for County approval according to FDOT Standard Specification Section 105 Quality Control Program and Laboratory Qualification Program.

9.4. FDOT Standard Specification Section 9-2.12 Bituminous Material shall apply to this contract.

9.5. FDOT Standard Specification Section 5-1.4 Shop Drawings shall apply to this contract.

9.6. FDOT Standard Specification Section 5-7 Engineering and Layout shall apply to this contract.

10. CONSTRUCTION PROGRESS SCHEDULE

10.1. The Contractor shall prepare and maintain a project progress schedule according to FDOT Specification 8-3.2 Submission of Working Schedule.

11. TESTING AND INSPECTIONS

11.1. The Contractor is responsible for all required testing on the project except when the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the County 48-hours notice to prepare for the required inspections or testing. All such inspections, tests or approvals performed by the County shall be identified in writing by the County Project Manager to the Contractor as well as the name of the testing facility that will be performing the inspections and testing.

11.2. Except as described above, all inspections, tests or approvals shall be at the Contractor's expense and shall be included in the unit cost for the appropriate pay item. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Contractor will furnish the County Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the County Project Manager and at the Contractor's expense.

11.3. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. With the exception of Asphalt Plant, The County Project Manager's staff is responsible for required verification testing on the project and will coordinate this work with the Contractor's Quality Control Manager. If there is a discrepancy between the contractor's quality control test and the County Project Manager's

verification test, and if either one of the tests fail to meet minimum Specification requirements, both parties will jointly take a split resolution sample and deliver the sample to a pre-determined, independent testing lab contracted by the County. The independent testing lab will not be the same lab providing verification testing services for the County. The results from the independent resolution lab shall be used and accepted by both parties as the final testing results representing the portion of material in question.

12. MATERIALS

12.1. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County immediately upon delivery or as soon thereafter as is practical.

12.2. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

13. WORKSITE VISIBILITY

13.1. No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Contract time extensions for substandard visibility shall be assessed according to Article 13 of the General Conditions.

14. FIELD OFFICE

14.1. When a Field Office is included in the Contract, the unit cost for the Field Office shall include electric, telephone, water, sanitary and high-speed internet, including all required application and inspection fees and deposits.

Note: A Field office is not required on this project.

15. EROSION CONTROL

15.1. The Contractor shall conform to the requirements of Polk County Ordinance No. 93-06 and the FDOT Standard Specifications Section 104.

15.2. When erosion control devices or measures fail to prevent erosion or pollution, the Contractor shall be responsible for removing or cleaning up the eroded materials or pollution to the satisfaction of the County and/or State agency having jurisdiction at no additional cost to the County.

15.3. The Contractor shall remove and dispose of temporary erosion control devices after construction and/or establishment of the associated permanent erosion control devices or as directed by the County. The cost for removal shall be included in the unit price for the individual erosion control devices.

16. GRASSING

16.1. Immediately before placing or installing grassing of any type (i.e., seed, seed and mulch, sod), the Contractor shall shape and rake the prepared soil surface by hand. The cost for shaping and raking shall be included in the unit price for the associated grassing pay item.

17. MAINTENANCE OF TRAFFIC

17.1. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

17.2. If a TCP is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an Alternative TCP in accordance with FDOT Standard Specification Section 102 for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County.

17.3. If a TCP is not provided in the construction plans, the Contractor shall prepare a TCP according to the requirements of the FDOT Plans Preparation Manual, the FDOT Roadway and Traffic Design Standards and the FDOT Standard Specifications for Road and Bridge Construction. The TCP shall be prepared by, and signed and sealed by, a Specialty Engineer is certified by an FDOT approved training agency which meets the FDOT maintenance of traffic training requirement for advanced training. The Contractor shall submit a copy of the certification that the Specialty Engineer is certified by an FDOT approved training agency that meets the FDOT maintenance of traffic training requirement for advanced training. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

17.4. The Contractor shall provide the County a copy of the contractor's Worksite Traffic Supervisor certification that satisfies the requirements of FDOT Standard Specification 105-8.3.

17.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form to the County Project Manager at least 14 calendar days before the date of the proposed closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

18. UNDERGROUND FACILITIES

18.1. The location(s) of the utilities shown in the plans (including those designated Vv, Vh and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply only at the points shown. Interpolations between these points have not been verified.

19. HISTORICAL AND ARCHAEOLOGICAL

19.1. If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty according to the General Conditions.

20. EMERGENCIES

20.1. In the event of an emergency, the Contractor shall immediately notify the County Project Manager.

21. CONTAMINATION

21.1. Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hoursof occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

22. SAFETY

22.1. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.

22.2. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc. (Sunshine 811), at 811 or 1-800-432-4770 or www.sunshine811.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

23. WORK AREA CLEAN-UP REQUIREMENTS

23.1. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.

23.2. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at substantial completion of the Work.

24. WORK STOPPAGE

24.1. From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the County Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the County Project Manager shall agree to and document the number of additional Days to be added to the Contract Time to accommodate the requested work stoppage.

25. VIDEO RECORDS

25.1. Pre-Construction Video Record: Before beginning mobilization activity, the Contractor shall video record the existing conditions in the project area before the start of any construction activity. The video recording shall document the condition of all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction. The video recording shall be delivered to

the County Project Manager 14 days prior to the start of any construction activity for review and approval.

25.2. Post-Construction Video Record: In addition to the video recording requirements of FDOT Standard Specification 430-4.8, within ten (10) calendar days after the date of final completion the Contractor shall video record the finished project. The video recording shall document the condition of the finished construction project, all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction.

25.3. All video records shall be delivered to the County Project Manager on digital video disk (DVD) in a format compatible with Microsoft Media Player and labeled with the project number, project name, date and subject, and the name, address and telephone number of the Contractor and the company responsible for recording the video record. The cost for the Pre-Construction Video Record, Post-Construction Video Record and the required DVD copies shall be included in the lump sum bid unit price for 101-1 Mobilization.

26. APPLICATION FOR PROGRESS PAYMENT

26.1. By signing and submitting an Application for Payment the Contractor certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents.

26.2. When the Contract contains Utility Work by Highway Contractor the Contractor shall prepare a separate Application for Payment for each utility participating in the Utility Work by Highway Contractor. The Contractor shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

26.3. In addition to the requirements of General Conditions 16.6, the final completion and waiver of claims will not be accepted by the County until the Certified As-Built Survey Drawings have been reviewed and accepted by the County and the required number of sets of the accepted Certified As-Built Survey Drawings and electronic files, and the Certificate of Final Completion have been received by the County.

26.4. Each Application for Payment submitted by the Contractor shall include a copy of all invoices for stored materials and the materials certifications for all materials stored or used in the work that is included in said Application for Payment.

27. LIQUIDATED DAMAGES

27.1. The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

27.2. Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall be the date used to calculate the time from which liquidated damages will be assessed.

27.3. Applicable liquidated damages are the amounts established in FDOT Specification 8-10.2 Amount of Liquidated Damages.

28. PERFORMANCE EVALUATIONS

28.1. The Contractor will be evaluated on the performance of work and administration of the contract. Deficiency letters may be issued to the Contractor by the County for any work or activity of the Contractor or their subcontractors that does not satisfy the terms or intent of the contract. Deficiency letters will be a part of the interim and final Contractor performance evaluations of the contract.

29. PROJECT CONTINGENCIES

29.1. The Bid Form includes $100,000.00 in contingency funds. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. It is understood that the County will be responsible for any contingency amount and will not use the LAP Agreement funds for any contingency work. The project contingencies have been defined as follows:

29.1.1.	Drainage:	$25,000.00.
29.1.2.	Pavement:	$25,000.00
29.1.3.	Earthwork:	$25,000.00
29.1.4.	Concrete:	$25,000.00

30. MISCELLANEOUS

30.1. The regular working hours for Polk County are Monday through Friday from 7:00 am to 5:30 pm. Permission to work outside of the regular work hours must be requested a minimum of two working days in advance from the County Project Manager. Permission to work on County holidays must be requested a minimum of two working days in advance from the County Project Manager.

30.2. The Contractor shall utilize E-Verify. The use of E-Verify is mandatory on this project.

32. PROCUREMENT OF RECOVERED MATERIALS

32.1 In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

32.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

32.1.2 Meeting contract performance requirements; or

32.1.3 At a reasonable price.

32.2 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

33. NO OBLIGATION BY FEDERAL GOVERNMENT

33.1 The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

34. PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENT OR RELATED ACTS

34.1 The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

35. **RECORD RETENTION:** Records are to be retained by the County and the Vendor for a minimum of ten (10) years from the date of final payment.

FDOT SUPPLEMENTARY CONDITIONS

CR 655 (Rifle Range) Street Lighting

Project No. 5400152

Items contained in this supplemental terms and conditions package are based on FDOT Form 525-010-44.

Note: In the event that a conflict arises between the County Terms and Conditions and the FDOT Supplementary Conditions, the FDOT Supplementary Conditions shall take precedence.

1. Plan, Specification & Estimates (PS&E) Submittal-Plans Review

Please see Part F.

2. Advertisement

The project will be advertised and bid for a minimum of 30 days. Solicitation information is available in Polk News-Sun, Polk County's local newspaper, and all current solicitations are posted on the County's website at https://www.polk-county.net/procurement/procurement-bids. A notice will be posted in the Procurement Division as well.

3. Bonding

General Conditions, Article 2-Definitions, 2.6 the term "Bonds" is replaced in its entirety:

2.6 The term **"Bonds"** means the Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

General Conditions, Article 6-Bonds, Insurance, Indemnification, 6.1 Public Construction Bond and Other Bonds is deleted and replaced in its entirety:

6.1 Performance Bond, Payment Bond and Other Bonds

6.1.1 The **Contractor** shall furnish a Performance Bond and a Payment Bond, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment, respectively, of all the **Contractor's** obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bonds in the same amount of one or more change orders.

6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.

6.1.4 If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County**.

4. Buy America and Foreign Contractor and Supplier Restriction

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

5. Certification of Current Capacity

Please see Part G page 9 for FDOT Form # 525-010-46.

6. Change Orders

The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization. In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification. See FDOT Division 1 spec's section 4-3

7. Claims

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay,

additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten

calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non- controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3),

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

5-12.3 Content of Written Claim:

As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

    a. Documented additional job site labor expenses;

    b. Documented additional cost of materials and supplies;

    c. A list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

    d. Any other additional direct costs or damages and the documents in support thereof;

    e. Any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim:

The Engineer will respond in writing on projects with an original Contract amount of
$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest:

Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records:

After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on

the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration:

The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim:

When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must

be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items:

The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;

2. Any claim for other than extra work or delay;

3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;

4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor

5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies:

Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions:

The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials:

In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims:

All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow

the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;

15. Cash disbursements journal;

16. Financial statements for all years reflecting the operations on this project;

17. Income tax returns for all years reflecting the operations on this project;

18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

8. Conflict of Interest

In accordance with 2 CFR 200.112, 23 CRF 1.33, & 23 CFR 172.7(b)(4), no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

Please see Part G Pages 11 thru 36 for FDOT Form No. 375-030-50.

9. Contractor Purchased Equipment for State or Local Ownership

The County does not allow for Contractor to purchase equipment for State or Local ownership.

10. Disadvantaged Business Enterprise (DBE)

Please see Part G Page 1 for FDOT Form 275-030-11

7-24 Disadvantaged Business Enterprise Program.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as "non-responsible."

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. The procedures adopted to comply with these Specifications;

2. The number of subordinated Contracts on Department projects awarded to DBEs;

3. The dollar value of the Contracts awarded to DBEs;

4. The percentage of the dollar value of all subordinated Contracts awarded

to DBEs as a percentage of the total Contract amount;

5. A description of the general categories of Contracts awarded to DBEs; and

6. The specific efforts employed to identify and award Contracts to

DBEs. Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department

will count the portion of the dollar value of the contract equal to the distinct,

clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

11. The current DBE Goal is 10.65%.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

11. E-Verify

7-29 E-Verify. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

12. Equal Employment Opportunity

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E (see Part G page 62).

13. Equipment Rental Rates

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment

operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

14. FHWA-1273

See FHWA Form-1273 Part G Exhibit G.

15. Foreign Contractor and Supplier Restriction

The proposal may not limit project to domestic-owned contractors only. The proposal may not include the Florida orders on businesses with Syria, Cuba, Iran and Sudan.

16. Incentive/Disincentive Clauses

Not applicable to this contract.

17. Indemnification and Insurance

See Part G page 22 for FDOT Form 525-010-40

To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The forgoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statues, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant 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

18. Indian Preference on Federal-aid Projects (Labor and Employment)

Not applicable to this contract.

19. Inspector General

The Parties agree to comply with s.20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

20. Liquidated Damages

The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall be the date used to calculate the time from which liquidated damages will be assessed.

Applicable liquidated damages are the amounts established in FDOT Specification 8-10.2 Amount of Liquidated Damages

21. Lobbying Certification

See Part G page 4 and 5 for FDOT Form 375-030-33 and FDOT Form 375-030-34.

22. Local Hiring Preference

Not applicable with Federal Funding.

23. Method of Bidding

Project will be awarded to the lowest responsive and responsible bidder meeting

qualifications and specifications. See Supplementary Conditions #4 on page SC-2.

24. Non-collusion Provision

See Part G Page 50 for FDOT Form 575-060-13.

25. Off-site Storage and Staging Areas

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvr sn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge,

or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

26. <u>On the Job Training</u>

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:
    a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.
    b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5
Over $12,000,000 to $18,000,000	7
Over $18,000,000 to $24,000,000	9
Over $24,000,000 to $31,000,000	12

Over $31,000,000 to $37,000,000	13
Over $37,000,000 to $43,000,000	14
Over $43,000,000 to $49,000,000	15
Over $49,000,000 to $55,000,000	16
Over $55,000,000 to $62,000,000	17
Over $62,000,000 to $68,000,000	18
Over $68,000,000 to $74,000,000	19
Over $74,000,000 to $81,000,000	20
Over $81,000,000 to $87,000,000	21
Over $87,000,000 to $93,000,000	22
Over $93,000,000 to $99,000,000	23
Over $99,000,000 to $105,000,000	24
Over $105,000,000 to $112,000,000	25
Over $112,000,000 to $118,000,000	26
Over $118,000,000 to $124,000,000	27
Over $124,000,000 to $130,000,000	28
Over $130,000,000 to *	
*One additional trainee per $6,000,000 of estimated Construction Contract amount over $130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the
Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

2. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
3. When there is a change in previously approved classifications;
4. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form

2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the

U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the

effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.
The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.
Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.
The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

27. Owner Force Account/Cost Effective Justification

Owner Force Account contracting is not allowed without first submitting a finding of cost-effectiveness. This must be approved by the District LAP Administrator.

28. Patented/Proprietary Materials

In accordance with 23 CFR 635.411 Florida Departments of Transportation shall have the autonomy to determine culvert and storm sewer material types to be included in the construction of a project on a Federal-aid highway. See Part G page 61 for FDOT Form 630-020-07.

29. Prequalification

A contractor desiring to bid for the performance of any construction contract located on the National Highway System (NHS) of State Highway System (SHS) in excess of $250,000 must be certified by the Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes and Rule 14-22, Florida Administrative Code. Any bid for the performance of any construction contract in excess of $250,000 submitted by a contractor not certified by the Department of Transportation as qualified shall be declared "IRREGULAR" and will be REJECTED. This project is not located on the NHS or SHS.

30. Prevailing Minimum Wage

See Wage Table attached as Attachment A.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

Wage Rate Decision Number	Associated Work
FL185	All highway work under this contract.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

31. Progress Payments/Estimates

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

9-5.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. Comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. Comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. Comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. Comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21 A release) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Department may reduce the retainage to $1,000 plus any amount that the Department elects to deduct for defective work as provided in 9 5.3.

The Department may deduct from payment estimates any sums that the Contractor owes to the Department on any account. Where more than one project or job (separate job number) is included in the Contract, the Department will distribute the reduced retainage as provided in the first paragraph of this Subarticle to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9 5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9
5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Florida Department of Transportation."

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors

and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

32. Prohibition Against Convict Produced Materials

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C.
114. The Department will limit the use of materials produced by convict labor for use in Federal- aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,

2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12 month period shall not exceed the amount produced in such facility for use in such construction during the 12 month period ending July 1, 1987.

33. Public Agencies in Competition with the Private Sector

In accordance with 23 CFR 635.112(e) except in the case of a concession agreement, as defined in section 710.703, no public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

34. Publicly-owned Equipment

The Contractor shall furnish all materials, equipment, supplies and labor necessary to perform the tasks of the project. The Contractor is not permitted to utilize County Owned Equipment in accordance with 23 CFR 635.106.

35. Standardized Changed Conditions Contract Clauses

The Contract Documents may be amended and revisions to the Work shall be made by a Change Order or an Allowance Authorization. In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification. See FDOT Division 1 specification package Section 4-3 and 5-12.

36. State-produced Materials (Florida or other)

The County certifies that preference is not given to contractors who purchase materials from any specifically designated state.

37. State/Local Owned/Furnished/Designated Materials

All materials required for this Project shall be supplied by the Contractor, except as indicated on the bid form and as agreed to as excluded from Federal reimbursement. Projects located on the National Highway System shall require FHWA approval for direct purchase of materials by the Owner.

38. Subcontracting

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 30% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

39. Suspension and Debarment

All Contractors and Subcontractors shall complete FDOT Form 375-030-32 which can be found in Part G on page 3.

40. Termination of Contract

Upon the occurrence of any one or more of the following events:

If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;

If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;

If the **Contractor** disregards the authority of the **Professional** or the **Project Manager**; or

If the **Contractor** otherwise violates in any substantial way any provisions of the Contract Documents.

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor**; exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect

costs of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County**. Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

In the event the **County** terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

- **Termination for Convenience**

- Upon seven (7) working days' written notice to the **Contractor** and the **Professional**, the **County** may, without cause and without prejudice to any other right or remedy of the **County**, elect to terminate the Contract. In such case, the **Contractor** shall be paid (without duplication of any items):

    - For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

    - For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

    - For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and

    - For reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

41. <u>Time Extensions</u>

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8 6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time

extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather. The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of

anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

42. Warranty Clauses

The **Contractor** warrants and guarantees to the County that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Project Manager**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

If, after approval of final payment and prior to the expiration of one year after the date of final completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County,** remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defect moved or replaced.

All direct and indirect costs of such action will be paid by the **Contractor.**

FDOT Supplemental Terms and Conditions Attachment

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1**. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. **Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"General Decision Number: FL20230185 01/06/2023

Superseded General Decision Number: FL20220185

State: Florida

Construction Type: Highway

County: Polk County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023

ELEC0915-004 12/05/2022

	Rates	Fringes
ELECTRICIAN.....	$ 32.56	42%+$0.35

SUFL2013-046 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work.....	$ 14.38 **	0.00
CEMENT MASON/CONCRETE FINISHER...	$ 13.52 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	$ 15.57 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	$ 12.13 **	0.00
IRONWORKER, ORNAMENTAL.....	$ 13.48 **	0.00

IRONWORKER, REINFORCING.....	$ 15.38 **	0.00
IRONWORKER, STRUCTURAL.....	$ 16.42	0.00
LABORER (Traffic Control Specialist).....	$ 11.79 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	$ 14.05 **	0.00
LABORER: Common or General.....	$ 10.29 **	0.00
LABORER: Flagger.....	$ 13.09 **	0.00
LABORER: Grade Checker.....	$ 14.66 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	$ 12.58 **	0.00
LABORER: Pipelayer.....	$ 14.20 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	$ 14.96 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	$ 12.88 **	0.00
OPERATOR: Broom/Sweeper.....	$ 12.91 **	0.00
OPERATOR: Bulldozer.....	$ 15.23 **	0.00
OPERATOR: Concrete Finishing Machine.....	$ 15.44 **	0.00
OPERATOR: Crane.....	$ 22.04	0.00
OPERATOR: Curb Machine.....	$ 18.45	0.00
OPERATOR: Drill.....	$ 13.04 **	0.00
OPERATOR: Forklift.....	$ 10.43 **	0.00
OPERATOR: Gradall.....	$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	$ 18.20	0.00
OPERATOR: Loader.....	$ 15.39 **	0.00
OPERATOR: Mechanic.....	$ 17.52	0.00

OPERATOR: Milling Machine.....	$ 16.04 **	0.00
OPERATOR: Oiler.....	$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	$ 14.88 **	0.00
OPERATOR: Piledriver.....	$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	$ 15.97 **	0.00
OPERATOR: Roller.....	$ 13.01 **	0.00
OPERATOR: Scraper.....	$ 12.21 **	0.00
OPERATOR: Screed.....	$ 14.66 **	0.00
OPERATOR: Trencher.....	$ 14.25 **	0.00
PAINTER: Spray.....	$ 19.57	0.00
TRUCK DRIVER: Dump Truck.....	$ 13.51 **	0.00
TRUCK DRIVER: Flatbed Truck.....	$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....	$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....	$ 13.57 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on

a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

Part C – BID SUBMITTAL
(Not to Exceed)

NAME OF PROJECT: Wabash Ave Multi-use Trail BID #23-377

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE
PROVIDED FOR THIS BID SUBMITTAL TO BE
CONSIDERED BY THE COUNTY

1. **BID PRICE** **$**_____
   (Note: This total represents the sum of the unit prices on page **BSU-2 through BSU-3.**)

   WRITTEN AMOUNT (SPELL OUT)

   _____ DOLLARS

   _____ CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 226 CALENDAR DAYS TO FINAL COMPLETION

3. **NAME OF BIDDER:** _____
   (typed or printed: firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

State Certification Number

Individual's Name (Print or Type)

Polk County Registration Number

Individual's Name (Print or Type)

Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No._____ Date_____

Addendum No._____ Date_____

Addendum No._____ Date_____

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature – in ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____
Address City State Zip Code

_____
Telephone Number

_____
Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of officer or agent) as _____(title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____(Date) By _____(Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Bid 23-377 Bid Sheet

ROADWAY					
PAY ITEM NO.	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL**
101-1	MOBILIZATION	1	LS		$ -
102-1	MAINTENANCE OF TRAFFIC	1	LS		$ -
102-60	WORK ZONE SIGN	5040	ED		$ -
102-74-1	CHANNELIZING DEVICE-TYPES I, II, DI, VP, DRUM, LC	25956	ED		$ -
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	532	ED		$ -
104-10-3	SEDIMENT BARRIER	2799	LF		$ -
104-11	FLOATING TURBIDITY BARRIER	55	LF		$ -
104-18	INLET PROTECTION SYSTEM	45	EA		$ -
110-1-1	CLEARING AND GRUBBING	1	LS		$ -
110-4-1	REMOVAL OF EXISTING CONCRETE PAVEMENT	572.4	SY		$ -
120-1	REGULAR EXCAVATION	1176	CY		$ -
120-6	EMBANKMENT	2026	CY		$ -
121-70	FLOWABLE FILL	0.2	CY		$ -
160-4	TYPE B STABILIZATION	1644	SY		$ -
285-701	OPTIONAL BASE GROUP 01	3760	SY		$ -
285-714	OPTIONAL BASE GROUP 14	824	SY		$ -
327-70-4	MILLING EXIST ASPHALT PAVT, 3" AVG DEPTH	2215	SY		$ -
327-70-6	MILLING EXIST ASPHALT PAVT, 1 1/2" AVG DEPTH	896	SY		$ -
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	789.10	TN		$ -
337-7-83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22	73.90	TN		$ -
400-0-11	CONCRETE CLASS NS, GRAVITY WALL	3.8	CY		$ -
425-1-351	INLETS, CURB, TYPE P-5, <10	2	EA		$ -
425-1-451	INLETS, CURB, TYPE J-5, <10	1	EA		$ -
425-1-461	INLETS, CURB, TYPE J-6, <10	6	EA		$ -
425-1-531	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'	5	EA		$ -
425-1-541	INLETS, DT BOT, TYPE D, <10'	12	EA		$ -
425-1-713	INLETS, GUTTER, TYPE V, J BOT, <10'	1	EA		$ -
425-1-910	INLETS, CLOSED FLUME	8	EA		$ -
425-2-41	MANHOLES, P-7, <10'	1	EA		$ -
425-2-61	MANHOLES, P-8, <10'	2	EA		$ -
425-2-71	MANHOLES, J-7, <10'	4	EA		$ -
425-2-91	MANHOLES, J-8, <10'	1	EA		$ -
430-536-100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	1	EA		$ -
430-94-1	DESILTING PIPE, 0 - 24"	66	LF		$ -

430-175-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	32	LF		$ -
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	922	LF		$ -
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	198	LF		$ -
430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"S/CD	188	LF		$ -
430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"S/CD	6	LF		$ -
430-175-142	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42"S/CD	132	LF		$ -
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18"S/CD	513	LF		$ -
430-175-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 24"S/CD	556	LF		$ -
430-175-236	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 36"S/CD	3	LF		$ -
430-175-242	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 42"S/CD	669	LF		$ -
515-1-1	PIPE HANDRAIL - GUIDERAIL, STEEL	96	LF		$ -
520-1-7	CONCRETE CURB AND GUTTER, TYPE E	162	LF		$ -
520-1-10	CONCRETE CURB & GUTTER, TYPE F	2296	LF		$ -
520-3	VALLEY GUTTER- CONCRETE	525	LF		$ -
520-5-46	TRAFFIC SEPARATOR, CONCRETE, TYPE IV, 8.5' WIDE	96	LF		$ -
520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL-VARIABLE WIDTH	232	SY		$ -
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	1134	SY		$ -
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	450	SY		$ -
522-3	BUS BOARDING PAD - CONCRETE	50	SY		$ -
524-1-1	CONCRETE DITCH PAVT, NON REINFORCED, 3"	57	SY		$ -
527-2	DETECTABLE WARNINGS	697	SF		$ -
570-1-2	PERFORMANCE TURF, SOD	5667	SY		$ -
				SUBTOTAL ROADWAY	$ -

SIGNALIZATION					
PAY ITEM NO.	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL**
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	199	LF		$ -
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	175	LF		$ -
632-7-1	SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, F&I	1	PI		$ -
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	13	EA		$ -
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	8	EA		$ -
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	4	EA		$ -
653-1-11	PEDESTRIAN SIGNAL, F&I LED COUNTDOWN, 1 WAY	8	AS		$ -
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	6	AS		$ -
665-1-12	PEDESTRIAN DETECTOR, F&I, ACCESSIBLE	8	EA		$ -
				SUBTOTAL SIGNALIZATION	$ -

SIGNING AND PAVEMENT MARKING					
PAY ITEM NO.	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL**
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	8	AS		$ -

700-1-50	SINGLE POST SIGN, RELOCATE	10	AS		$ -
700-1-60	SINGLE POST SIGN, REMOVE	6	AS		$ -
700-11-232	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL GROUND MOUNT- SOLAR POWER, SPEED FEEDBACK, 12-20 SF	2	AS		$ -
700-12-21	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON	2	AS		$ -
706-1-3	RAISED PAVEMENT MARKER, TYPE B, WHITE/RED	12	EA		$ -
	RAISED PAVEMENT MARKER, TYPE B, MONO-DIRECTIONAL/YELLOW	20	EA		$ -
	RAISED PAVEMENT MARKER, TYPE B, YELLOW/YELLOW	134	EA		$ -
710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	12	SF		$ -
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	1	LS		$ -
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	1106	LF		$ -
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	4	LF		$ -
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	127	LF		$ -
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.013	GM		$ -
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	2	EA		$ -
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	4	EA		$ -
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	248	LF		$ -
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.016	GM		$ -
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	738	LF		$ -
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.721	GM		$ -
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.527	GM		$ -
				SUBTOTAL SIGNING AND PAVEMENT MARKING	$ -

CONTINGENCY FUNDS		
	DRAINAGE	$ 25,000.00
	PAVEMENT	$ 25,000.00
	EARTHWORK	$ 25,000.00
	CONCRETE	$ 25,000.00
	PROJECT GRAND TOTAL (Basis of Award)	$ 100,000.00

Company Name

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____(hereinafter called the Principal) and_____(hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of_____,and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of_____dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of _____

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____day of_____20_.

ATTEST:

PRINCIPAL:_____

_____
Witness

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY:_____
Printed Name

_____
Witness

BY:_____(SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

_____

NOTES:
1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

EXHIBIT II-A

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of _____ Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in: (i) that certain purchase order dated _____(date of award) (the "Purchase Order") between Principal and Obligee for performance of Bid No. 23-377 (the "Bid") (the Bid and the Purchase Order are both fully incorporated herein and made a part of this Performance Bond by reference and are referred to hereinafter collectively as the "Bid Documents"; and (2) the Bid, at the times and in the manner prescribed in the Bid Documents, and;

2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Bid Documents; and

3. Performs the guarantee of all work and materials furnished under the Bid Documents for the time specified therein; and

4. Satisfies all claims and demands incurred under the Bid Documents, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Bid Documents during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.
The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies

against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Bid Documents entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Bid Documents granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Bid Documents as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Bid Documents and compliance or non-compliance with any formalities connected with the Bid Documents or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

The undersigned expressly acknowledge their obligations and liability for payment of liquidated damages suffered by the Obligee under the provisions of the Bid Documents

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20___.

ATTEST: PRINCIPAL:_____

_____ BY:_____(SEAL)
Witness Authorized Signature (Principal)

_____ _____
Witness Printed Name

_____
Title of Person Signing Above

ATTEST: SURETY:_____
Printed Name

Witness Attorney in Fact

_____ _____(SEAL)
Witness Printed Name

_____
Business Address

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT II-B

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of_____Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with: (i) that certain purchase order dated _____(date of award) (the "Purchase Order") between Principal and Obligee for performance of Bid No. 23-377 (the "Bid") (the Bid and the Purchase Order are both fully incorporated herein and made a part of this Payment Bond by reference and are referred to hereinafter collectively as the "Bid Documents"; and (2) the Bid;

then the Surety shall have no obligation under this Payment Bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Bid Documents entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Bid Documents granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Bid Documents as a result of any proceeding initiated

under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Bid Documents and compliance or non-compliance with any formalities connected with the Bid Documents or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20___.

ATTEST: PRINCIPAL:_____

_____ BY:_____(SEAL)
Witness Authorized Signature (Principal)

_____ _____
Witness Printed Name

_____
Title of Person Signing Above

ATTEST: SURETY:_____
Printed Name

Witness Attorney in Fact

_____ _____(SEAL)
Witness Printed Name

_____
Business Address

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

EXHIBIT III
PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid #23-377, and the inclusion by _____ (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this_____day of_____, 20___, by _____

_____ (Name of Surety)

_____
Authorized signature of Surety

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are_____of_____, the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this_____day of_____, 20 _____

_____

_____
(Title)

My Commission expires _____

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are_____of_____, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to_____the Contractor for certain work in connection with Bid: _____.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed_____

Title_____

Subscribed and sworn to before me this_____day of_____, 20_____

_____

_____
(Title)

My Commission expires_____

EXHIBIT VI

AFFIDAVIT OF
PERCENTAGE OF WORK
BID # 23-377

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid # 23-377.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre- award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this_____day of_____, 20 ____

Name of Firm _____

By _____

_____
Title of Person Signing

Subscribed and sworn to before me this_____day of_____, 20 _____

_____

_____
(Title)

My Commission expires _____

Exhibit VI-A, Subcontract List

		Classification															
Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total	% of Total
Maintenance of traffic	Traffic Control Products																
Signing	Traffic Control Products																
Pavement markings	Traffic Control Products																
Asphalt	Self Perform																
Clearing & Grubbing	Self Perform																
Misc 1	Bob's Company																
Misc 2	Sam's Company																
	Totals	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.00%

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to http://vendordirectory.polk-county.net/default.aspx?id=0 , Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

	Division of Work	Results of Good Faith Effort
1.		
2.		
3.		
4.		
5.		

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A.	_____	_____	_____	$_____	$
B.	_____	_____	_____	$_____	$
C.	_____	_____	_____	$_____	$
D.	_____	_____	_____	$_____	$
				Total	$

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: _____
Address: _____
_____

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES_____NO _____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES_____NO _____

3. Bidder has filed all compliance reports due under applicable instructions:

YES_____NO _____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their 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, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

_____

Printed Name

_____

Title

_____

Signature

_____

Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that_____does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidders Signature

_____
Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this _____day of _____, 20 _____

Name of Firm _____

By _____

_____

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This _____ day of _____, 20 _____

Notary Public:_____

My Commission Expires:_____

EXHIBIT XI
Application of Payment

Not to Exceed **SCHEDULE OF VALUES**

A	B	C	D	E	G	H	I	J	K
			WORK COMPLETED						
Item No. Include MBE Extension)	Description	Scheduled Value	Previously Completed	Quantity Complete this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
Page Total		$ -	$ -	$ -	$ -	$ -		$ -	$ -

						$ -	#DIV/0!	$ -	$ -

A	B	C	D	E	G	H	I	J	K
			WORK COMPLETED						
Item No. Include MBE Extension)	Description	Scheduled Value	Previously Completed	Quantity Complete this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
Allowance						$ -	#DIV/0!	$ -	$ -
Page Total		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Totals		$ -	$ -	$ -	$ -	$ -		$ -	$ -

EXHIBIT XII
CONTRACTOR CERTIFICATION OF
DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS

DATE _____

PROJECT: Bid 23-377, Wabash Ave Multi-use Trail

CONTRACT NO. _____

PROGRESS PAYMENT NUMBER: _____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by the County for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:
The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

_____ **Subcontractor or Supplier Name**	_____ **Subcontractor or Supplier Name**
_____ **Street Address**	_____ **Street Address**
_____ **City, State and Zip**	_____ **City, State and Zip**

State of Florida
County of _____
Sworn to and subscribed before me this _____ day of by

_____
(Print name of authorized person signing Certification)

_____
(Notary Public) **Commission Expires**

Personally known_____OR Produced Identification_____

Type of Identification Produced _____

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

_____
Contractor

_____
By

_____
Title

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

EXHIBIT XIII
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Wabash Ave Multi-use Trail

County's Project No.:_____

Contract No:_____

Contract Date:_____

Notice to Proceed Date:_____

Completion Date:_____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on_____. This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents.

Once all punch list items are complete, a list of closeout documents to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within____calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV
CERTIFICATE OF FINAL COMPLETION

Project: Wabash Ave Multi-use Trail County's Project No.: _____

Contract No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents. The warranty period shall begin on the date established herein.

All closeout documents have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: (Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV
MATERIALS AND EQUIPMENT STORED ON SITE

Contractor's Estimate No._____ Project Wabash Ave Multi-use Trail_____
Period_____ _____Page____ of Preparer
(signature & typed name)_____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVI
ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: Wabash Ave Multi-use Trail

AAR NUMBER:
CONTRACT NO.:

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
BARTOW, FLORIDA 33830

CONTRACTOR:

ARCHITECT/ENGINEER:

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the County, Architect/Engineer and Contractor.**

Amount of Allowance Authorization included in this Contract is ..... $
Amount of Allowance Authorization used to date ..... $
Amount of Allowance Authorization used this AAR ..... $
Balance of remaining AAR ..... $

Original Contract Time ..... _____ days
Amount of the Allowance Authorization time included in this Contract is ..... _____ days
Amount of Allowance Authorization time used to date ..... _____ days
Amount of Allowance Authorization time used this AAR ..... _____ days
Balance of remaining Allowance Authorization Time is ..... _____ days
Date of substantial completion therefore is ..... _____ days

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONTRACTOR: _____

Date: _____

COUNTY: _____
Department Director

Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

AAR over $50,000.00 **BOARD OF COUNTY COMMISSIONERS:** _____
CHAIRMAN

Date: _____

EXHIBIT XVII
CHANGE ORDER

PROJECT: Wabash Ave Multi-use Trail
BID NO.: 23-377

CHANGE ORDER NUMBER:
CONTRACT NO.:

CONTRACTOR:

POLK COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ARCHITECT/ENGINEER: _____

DESCRIPTION OF CHANGE ORDER:

Contract is changed as follows: Signature
ARCHITECT/ENGINEER:_____

Not valid until signed by the County and Contractor.

Original Contract Sum	$
Net change by previously authorized Change Orders	$
Contract Sum prior to this Change Order	$
Contract Sum will be **increased/ decreased** by this Change Order in the amount of	$
New Contract Sum including this Change Order will be	$

Contract Time will be increased by_____days.
Date of substantial Completion as of the date of this Change Order therefore is _____

The above changes are accepted by:

CONTRACTOR:_____Date:_____

YOU ARE HEREBY AUTHORIZED TO MAKE THE CHANGES NOTED ABOVE:

COUNTY: POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____
Division Director Date

(Change order increases require Board approval)

Reviewed as to form and legal sufficiency:

_____ _____
County Attorney's Office Date County Manager or designee Date

_____
CHAIRMAN **Date**

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects $250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 23-283

_____
Contractor

_____
Signature

_____
Printed Name of Signer

_____
Date

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: **23-377**

PROJECT NAME: **Wabash Ave Multi-use Trail**

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

_____
Signature Title Date

STATE OF:_____
COUNTY OF:_____

The foregoing instrument was signed and acknowledged before me this_____day of _____, 20___, by_____who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

EXHIBIT XX
STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to the Polk County Board of County Commissioners Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: 23-377 for the following reasons:

____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

____ Insufficient time to respond to invitation for bid.

____ We do not offer this product or service.

____ Our schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet bond or insurance requirements.

____ Specifications unclear (please explain below).

____ Other (please specify below).

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

Typed Name and Title

Signature

Company

Address

Telephone Number

Date

Roads & Drainage Division

Jay M. Jarvis, P.E. *Director*

EXHIBIT XXI – Lane Closure

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

Board of County Commissioners

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

Note: This lane closure request must be received by the Transportation Division at least **(7) working days** prior to the anticipated start date of the lane closure. Please submit **completed** form to; *roadclosurecoordinator@polk-county.net*

Attach Map and/or Detour

Reviewed by:

Joe Montoya, P.E. Date
Inspection & Testing, Engineering Manager

Approved by:

Amy J. Shafer, P.E. Date
Traffic Engineer

Jay M. Jarvis, P.E. Date
Transportation Division Director

This notice is provided as a public service by Polk County Transportation Division.

Roads & Drainage Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXII – Road Closure

Board of County Commissioners

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR CLOSURE:

ROAD CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Roads & Drainage will notify all emergency agencies, other County agencies, and BoCC.

Note: This road closure request must be received by the Roads & Drainage Division at least **(10) working days** prior to the anticipated start date of the road closure. Please submit **completed** form to; *roadclosurecoordinator@polk-county.net*

Attach Map and/or Detour

Reviewed by:

Joe Montoya, P.E. Date
Inspection &Testing Section, Engineering Manager

Amy J. Shafer, P.E. Date
Traffic Engineer

Approved by:

Jay M. Jarvis, P.E. Date
Transportation Division Director

William D. Beasley, P.E. Date
Deputy County Manager

Road closures are granted only when no other feasible alternative exist and for the shortest period of time possible to accomplish the specific activity. Please provide specific information justifying the need and time required for the closure.

This notice is provided as a public service by Polk County Roads & Drainage Division.

EXHIBIT XXIII
WORK PLAN
CONTROLLING ITEM OF WORK

POLK COUNTY PROJECT NO. _____ CONTRACT NO. _____

In accordance with the accepted work schedule, the controlling items of work for the period (weekly / bi-weekly) from

_____ to _____ are as follows:

Description		**Location/Limits**
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____

Prime Contractor or Subcontractors will work: 5 day work week _____ 6 day work week
7 day work week _____ Other

Contractor's comments:

_____
_____
_____
_____
_____
_____
_____
_____

Submitted by: _____
Contractor's Representative (signature) Date

Project Engineer's comments:

_____
_____
_____
_____

Approved by: _____
Project Engineer (signature) Date

Distribution: Original - Project File
1 Copy - Contractor (as requested)

PART E

CONTRACT

This Contract is entered into as of the Effective Date (defined as the date approved by the Board and executed by the Chairman) between Polk County, a political subdivision of the State of Florida, hereinafter known as the "County", and _____ their successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 23-377, Wabash Ave Multi-use Trail.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of $_____ plus the Allowance Work amount of $_____ the total sum being $_____. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are hereby attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 226 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 226 days. The allowance time for this project is 11 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment due until such time retainage is reduced in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contractor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY:_____
GEORGE LINDSEY III, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

SEAL

CONTRACTOR:_____

BY:_____
Authorized Corporate Officer or Individual

_____
(Printed or Typed Name of Signer)

_____
(Printed or Typed Title of Signer)

_____
(Business Address of Contractor)

_____
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of officer or agent) as _____(title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____(Date) By _____(Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART F

Bid 23-377

WABASH AVE MULTI-USE TRAIL

CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE

Technical Specifications for Polk County, prepared by Burgess and Niple, Inc. dated January 13, 2022

April 20, 2022
PREPARED BY: Bryan A. Anderson, P.E.
Steven C. Bronzell, P.E.

SPECIFICATIONS PACKAGE
FINANCIAL PROJECT ID(S).441847-1-58-01
FEDERAL FUNDS
DISTRICT ONE
POLK COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the July 2022 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

This item has been digitally signed and sealed by Bryan A. Anderson on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date:	April 20, 2022
State of Florida,	
Professional Engineer, License No.:	64617
Firm/Agency Name:	Burgess & Niple
Firm/Agency Address:	1511 N. Westshore Blvd., Suite 500
City, State, Zip Code:	Tampa, Florida 33607
Page(s):	1 - 197

ASPHALT REJUVENATION SPECIFICATION. 3
BITUMINOUS FOG SEAL. 9
BITUMINOUS CHIP SEAL. 10
MICRO SURFACING. 14
POLYMER MODIFIED CHIP SEAL. 24
LAP DIVISION 1 SPECIFICATIONS. 29
FROM SECTION 1 – DEFINITIONS AND TERMS: 30
FROM SECTION 4 (ALTERATION OF WORK). 31
FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS). 41
FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA). 47
FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING) 48
FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES). 59
FROM SECTION 9 (PARTIAL PAYMENTS). 62
120 EARTHWORK AND RELATED OPERATIONS FOR LAP (Class - D). 65
334 ASPHALT CONCRETE FOR LAP (class - d). 79
344 CONCRETE FOR Local AGENCY PROGRAM (LAP) (class - d). 91
LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM). 96
EXCAVATION AND EMBANKMENT (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION) 100
STABILIZING (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION). 114
STABILIZED SUBBASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION). 118
SECTION 180 STABILIZED SUBBASE 118
LIMEROCK BASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION). 121
ASPHALT BASE COURSES (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION). 124
TYPE S ASPHALT CONCRETE , QUALITY ASSURANCE AND ACCEPTANCE PROCEDURES (FOR LOCAL AGENCY USE - FDOT ARCHIVE SPECIFICATION). 127
SUPERPAVE HOT MIX ASPHALT (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION). 149
ASPHALT CONCRETE FRICTION COURSES (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION). 166
PORTLAND CEMENT CONCRETE (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION). 174
SCOPE OF WORK – INTENT OF CONTRACT. 196

THIS COMPLETES THIS SPECIFICATIONS PACKAGE 197

ASPHALT REJUVENATION SPECIFICATION.
(REV 11-3-16)

ASPHALT REJUVENATION

335-1 Description.

The work specified in this section shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses.

The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

335-2 Materials.

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit a bid with a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

	Test Methods		Requirements	
	ASTM	AASHTO	Min	Max
Tests on Emulsion				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W[1]	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test[2]	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, %W[3]	D-244(Mod.)	T-59(Mod)		0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance[4]				30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-		1.00
Maltene Dist. Ratio[5]	D-2006-70	-	0.3	0.6
PC/S Ratio[5]	D-2006-70	-	0.5	
Saturated Hydrocarbons,S[5]	D-2006-70	-	21	28

1. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

2. Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

3. Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

4. Procedure for Determining Percent Light Transmittance on Asphalt Rejuvenating Agent:

a. Scope: This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

b. Apparatus:

1. Container may be glass, plastic or metal having a capacity of 6,000 ml.
2. Graduated cylinder, 1,000 ml, or greater
3. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumberton spectrophotometer
4. Graduated pipette having 1 ml capacity to 0.01 ml accuracy
5. Suction bulb for use with pipette
6. Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17- 81, (B&L)

c. Calibration of spectrophotometer:

1. Calibrate spectrophotometer as follows:
   a. Set wavelength at 580 mu,
   b. Allow spectrophotometer to warm-up thirty minutes,
   c. Zero percent light transmittance (%LT) scale,
   d. Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full,
   e. Place tube in spectrophotometer and set %LT scale at 100, and,
   f. repeat steps (c) and (e) two times or until no further adjustments are necessary.

d. Procedure:

1. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
2. Place 2,000 ml tap water in container.
3. Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
4. Using suction bulb, blow emulsion into container.
5. Rinse pipette by sucking in diluted emulsion solution and blowing out.
6. Clean pipette with soap or solvent and water. Rinse with acetone.
7. Stir diluted emulsion thoroughly.
8. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
9. Calibrate spectrophotometer.
10. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
11. Repeat steps 9 and 10 until three identical consecutive readings are achieved.
12. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

5. Chemical Composition by ASTM Method D-2006-70:

$$\frac{PC + A_1}{S + A_2}$$

PC = Polar Compounds, A_1 = First Acidaffins
A_2 = Second Acidaffins, S = Saturated Hydrocarbons

The rejuvenating agent shall have a record of satisfactory service as an asphalt rejuvenating agent and in depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing as to the required change in asphalt binder viscosity. Testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency and reasonable life expectancy.

335-3 Material Performance:

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties the asphalt binder. The viscosity shall be reduced by a minimum of 25% for a pavement two years or less in age, and reduced by a minimum of 40% for a pavement greater than two years in age as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8 inch of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The Engineer will require that untreated and treated core samples, a minimum of six inches in diameter, be removed by the Contractor at locations indicated by the Engineer. The treated core sample shall be taken in the same lane in close proximity to each untreated sample. A minimum of one untreated and treated core sample shall be taken for each pavement group or one per 50,000 square yards of treated pavement in each pavement group.

335-4 Equipment:

335-4.1Distributor: The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5% of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

The rate of application shall be controlled by an onboard computer control system designed to uniformly and consistently control the selected application rate in gallons per square yard regardless of the forward speed of the distributor truck.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

335-4.2 Sand Truck: The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or to lawns.

The sand to be used shall be manufactured sand free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

335-4.3 Calibration:

Distributor-Prior to construction, calibrate the distributor in accordance with ASTM D2995-99 in the presence of the Engineer. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made.

Sand Spreader- Prior to construction, calibrate the spreader in accordance with ASTM D5624-02, in the presence of the Engineer. The allowable deviation in the amount of manufactured sand spread on each of the rubber mats shall not exceed plus or minus 1 pound per square yard in the transverse direction, or plus or minus 1 pound per square yard in the longitudinal direction, from the design application rate.

335-5 Construction:

335-5.1 Layout: The Contractor will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to paving.

335-5.2 Weather and Seasonal limitations: The asphalt-rejuvenating agent shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 40° in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 59°F, and no more than 140°F.

If unexpected rain occurs prior to material penetration and sanding, the agent shall be reapplied at no cost to the county. Further, the contractor's traffic control and project monitoring shall continue until the application has penetrated, area has been sanded and the resultant surface is not slippery or dangerous to vehicular travel.

335-5.3 Preparation of Surface: The contractor will be responsible for blowing or sweeping the road immediately ahead of the application operation to make sure the road is free of standing water, dirt, loose aggregate and other debris. The surface shall be clean and dry prior to the application.

335-5.4 Application of asphalt rejuvenating emulsion: The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

335-5.4.1 Material Placement: Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least

one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two parts rejuvenating agent to one part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed. After the street has been treated, the area within one foot of the curb line on both sides of the road, when directed shall receive an additional uniformly applied treatment of the asphalt rejuvenating emulsion as directed by the engineer.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

335-5.4.2 Test Strip for Application Rate: Prior to start of the project, the contractor shall perform test strip applications as directed by the engineer. Test strips shall be performed for each pavement group of similar age and type within the project area.

The test strips shall be applied at a minimum width of 6 feet and for a length of 50 feet. A total of three test strips shall be applied at application rates of 0.04, 0.08 and 0.10 gallons per square yard, respectively. The time, in minutes, for essentially complete absorption of the asphalt rejuvenating emulsion shall be recorded for each test strip. The optimal rate to be used in a given area shall be that rate essentially absorbed within 30 minutes.

In the event that all three of the standard test rates are absorbed completely within the 30 minute timeframe, then the Contractor and the Engineer shall agree on a fourth test strip application rate.

Upon completion of the test strips for each pavement group, the Engineer will determine the final application rate to be applied to each pavement group.

335-5.4.3 Sanding/Blotting: After the rejuvenating emulsion has penetrated, and when recommended by the Contractor and approved by the Engineer, a coating of dry manufacture sand shall be applied to the surface in sufficient amount to protect the traveling public as required.

All manufactured sand used during the treatment must be removed no later than 24 hours after treatment of a roadway. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating emulsion.

If, after manufactured sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional manufactured sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of materials.

335-5.4.4 Handling of Asphalt Rejuvenating Agent: Contents in tank cars or storage tanks shall be circulated at least 45 minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be

loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

335-5.4.5 Street Sweeping: The Contractor shall be responsible for sweeping and cleaning of the streets after treatment. All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer.

If, after sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of sand.

335-5.4.6 Resident Notification: The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

335-5.6 Traffic Control.

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh Asphalt Rejuvenator until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic. The Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area. The MOT plan must be approved in writing by the Engineer prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

335-5.7 Method of Measurement.

Asphalt rejuvenating emulsion at the Contract bid unit prices of measure is compensation in full for all costs of furnishing and applying the material as specified, including cleaning the existing pavement, stationing, purchase of aggregate, delivery of aggregate, all labor, equipment, and materials necessary for the placement of the asphalt rejuvenating emulsion, sweeping of any loose material after construction and other requirements as specified. Traffic control for maintaining traffic for constructing asphalt rejuvenating emulsion, removal and repair of test cores shall be considered incidental to the work unless specified elsewhere in the plans or proposal.

Payment for removal of untreated and treated cores shall be paid for as each at the unit price bid for Test Core Removal.

Payment for laboratory analysis of untreated and/or treated test cores shall be paid for as each at the unit price bid for Test Core Laboratory Analysis.

335-8 Basis of Payment.

Payment will be made under:

Asphalt Rejuvenating Emulsion	Per Square Yard
Test Core Removal	Each
Test Core Laboratory Analysis- Viscosity	Each

BITUMINOUS FOG SEAL.

(REV 1-29-14)

BITUMINOUS FOG SEAL

335-1 Description.

The work consists of applying a bituminous fog seal to an existing pavement surface or to a newly constructed chip seal surface.

335-2 Materials.

332-2.1 Bituminous Material: Provide a CSS-1 or CSS-1h, bituminous material for fog seal, as specified in Fl/DOT 916-3.1. The temperature of the bituminous material at the time of application shall be above the minimum limits specified below:

Bituminous Material	Minimum Temperature
CSS-1 or CSS-1h	120° F

335-3 Installation.

335-3.1 Construction Requirements: Construct bituminous fog sealing according to the following weather limitations:

1. Seasonal limitations as directed by the Engineer.
2. Work only during daylight hours.
3. Start when the pavement and air temperature are 60°F and rising.
4. The road surface shall be dry.
5. No construction is allowed in foggy weather.

335-3.2 Application of Bituminous Material for Fog Sealing: Fog seal bituminous surface areas after sweeping and before placement of permanent pavement markings. Construct a 100 foot test strip. Review the application of diluted bituminous material and adjust the application rate as needed. Apply between 0.07 to 0.12 gallons per square yard, diluted with potable water. Apply the fog seal to minimize the amount of overspray. Do not allow traffic on the fog seal until it has cured.

335-3.3 Progress of Work: When applying to a new chip seal surface, the bituminous chip seal will usually cure within 24 hours under dry conditions and temperatures above 60°F. The fog seal can be applied after the bituminous chip seal is cured. The fog seal will usually cure within 2 hours under dry conditions and temperatures above 60°F. Interim pavement markings can be placed after the fog seal cures. The permanent pavement markings shall not be placed for three days after placing the fog seal.

335-4 Quality Control.

335-4.1 General: The Contractor is responsible for quality control (QC) sampling and testing.

335-4.2 Bituminous Material: Only bituminous material from Certified Sources is allowed for use.

Verify the application rate of the bituminous material by dividing the volume of material used by the area of bituminous fog seal applied for that day. Provide material certification and quality control test results for each batch of bituminous material used on the Project. Include the supplier name, plant location, emulsion grade, and batch number on all reports.

335-5 Quality Assurance.

332-5.1 General: The Agency/Owner is responsible for quality assurance (QA) sampling and testing. Samples cannot be from split samples and must be taken randomly by the Engineer.

335-5.2 Bituminous Material: Sample the first shipment. Also, provide one sample for every (10,000 gallons) The fog seal samples will be tested to determine that the proper dilution rate was attained.

335-6 Method of Measurement.

332-6.1 Bituminous Material: Measure the bituminous material for fog seal by volume, undiluted, at 60°F.

335-7 Basis of Payment.

Payment will be made under:

Item No. 335- Bituminous Material for Fog Seal, gallon

BITUMINOUS CHIP SEAL.

(REV 1-29-14)

BITUMINOUS CHIP SEAL

335-1 Description: This work shall consist of furnishing all labor, equipment, material, supplies, notification signage, and other incidentals necessary to provide an application of polymer emulsified asphalt and cover coat aggregate to an existing roadway surface.

335-2 Materials.

335-2.1 Asphalt Emulsion: Provide a CRS-2 or CRS-2h, bituminous material for chip seal, as specified in Fl/DOT 916-3.1.

335-2.2 Cover Aggregate: The chip seal cover aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious material. All of the aggregate shall be crushed gray granite with 100% fractured faces. The aggregate shall have maximum loss of 20% when tested with the LA Abrasion procedure as defined by AASHTO T96. The maximum amount of flat and elongated aggregate with a ratio of 3:1 shall not exceed 12% as determined by ASTM D4791. Only one source of aggregate shall be used for the mix design and shall conform to the following gradations:

Table 1 Cover Aggregate Gradation (percent passing)			
Sieve Size	1/2 inch Chip	3/8 inch Chip	1/4 inch Chip
3/4”	100	100	100
1/2”	95-100	100	100
3/8”	0-60	95-100	100
1/4”	0-10	0-35	95-100
No. 4	N/A	N/A	N/A
No. 8	0-3	0-3	0
No 200	0-1.0	0-1.0	0-1.0

335-3 Equipment.

331-3.1 Asphalt Distributor: The distributor shall be self-powered and capable of providing a uniform application rate of emulsion varying from .05-1.00 gallon per square yard over a variable width up to the maximum width as required by the Engineer in a single pass. Distributor shall be self-powered and include a computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsion in the tank.

The distributor shall be equipped with ground speed control and a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. Prior to construction, the nozzle angle shall be adjusted uniformly to 15 - 30 degrees at an angle to the axis of the spray bar, and the spray bar height shall be set to provide one hundred percent of triple coverage in a single pass. Where multiple lane passes will be required to complete the road width, overlapping passes must be four inches with fifty percent coverage so that the next pass will complete the full application rate specified. The longitudinal joints shall coincide with existing painted lane lines.

335-3.2 Aggregate Spreader: The aggregate spreader shall be self-propelled and supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from five to fifty pounds per square yard over a variable width up the maximum width as required by the Engineer. The uniformity of this machine shall not vary by more than one pound per square yard. The aggregate spreader shall be equipped with the means of applying the cover aggregate to the surface with computerized application rate control so that the required amount of material will be deposited uniformly over the full width of the asphalt emulsion.

335-3.3 Rollers: Three self-propelled pneumatic tired rollers shall be used on the project. Pneumatic rollers are capable of ballast loading, either with water or sand, which allows the weight of the machine to be varied "from 10 to 16 tons" or "not more than 20 tons" to achieve the specified contact pressure which typically runs around 80 pounds per square inch. Tire pressure shall be specified by the manufacturer for the pneumatic tire rollers and shall not vary more than plus or minus 5.0 psi. Depending on the speed of the Chip Seal operation and the width of coverage, additional rollers may be required. At no time shall the rollers travel more than 5 miles per hour.

335-3.4 Sweepers: Provide motorized brooms with a positive means of controlling vertical pressure and capable of cleaning the road surface prior to spraying bituminous material and removing loose aggregate after bituminous seal coating.

335-4 Installation.

335-4.1 Preparation and Placement: The Chip Seal shall not be applied when the pavement is moist, or when the weather is or may be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavements, threat of rain showers, or other environmental factors which could affect the performance of the Chip Seal construction. No Chip Seal shall be applied if either the pavement or air temperature is below 60°F and falling.

The Contractor shall be responsible for all measures required providing a thoroughly clean and dry pavement surface including vegetation removal and sweeping prior to the Chip Seal application. The Contractor shall remove and dispose of all raised pavement markings prior to beginning application.

Manholes, valve boxes and thermo markings (as directed by the Engineer) shall be covered with an approved material during the operation and shall be removed immediately after the street has been Chip Sealed. The Contractor is responsible for locating all exposed manholes, valve boxes and thermo markings prior to Chip Sealing.

Application of Asphalt Emulsion shall be performed by means of a pressure distributor in a manner to achieve a uniform and continuous spread over the asphalt surface. The temperature of the emulsion shall be applied within the range of 140-180°F. At no time shall the emulsion be heated above 185° in the distributor. Prior to construction, calibrate the distributor in accordance with ASTM D2995-99 in the presence of the Engineer. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made. Repairs shall be made immediately after deficiencies are noted and prior to the aggregate placement at all times during construction. The width of the emulsion application shall be no greater than the width of the aggregate spreader except where additional passes are required then the emulsion shall be four inches beyond the aggregate spread at a fifty percent application rate. At no time shall the emulsion be allowed to break, chill, setup, harden, or otherwise impair the aggregate retention before the aggregate has been properly applied and rolled.

335-4.2 Application of Cover Coat Aggregate: The aggregate shall be applied within one minute following the emulsion application by the approved aggregate spreader. Prior to construction, calibrate the aggregate spreader in accordance with ASTM D5624-02, in the presence of the Engineer. The allowable deviation in the amount of aggregate spread on each of the rubber mats shall not exceed plus or minus 1 pound per square yard in the transverse direction, or plus or minus 1 pound per square yard in the longitudinal direction, from the design application rate. Spreading shall be accomplished in such a manner that the tires of the trucks and aggregate spreader never contact the newly applied asphalt emulsion. The width of the aggregate spreader shall be equal to the width of the emulsion spread, except where additional passes are required. Areas, which are deficient in aggregate, shall be covered immediately with additional material. Previously used (sweeping) aggregates will not be allowed.

335-4.3 Mix Design: The contractor shall provide a mix design to the engineer at the Pre-Construction meeting to be approved prior to beginning work. The McLeod design method shall be utilized in determining application rates. The following application rates are suggested initial values for the mix design:

Material	Asphalt Emulsion	Cover Coat Aggregate
1/2 Chip Seal	0.36 – 0.46 gal/sy	22 lbs/sy

3/8 Chip Seal	0.34 – 0.40 gal/sy	20 lbs/sy
1/4 Chip Seal	0.28 – 0.34 gal/sy	18 lbs/sy

335-4.4 Mix Design Test Strip: Begin the rate of application for the bituminous material as determined by the approved bituminous seal coat design. Construct a short test strip 100 feet long to ensure the bituminous material application rate is adequate. After applying the bituminous material to this test strip, place the cover aggregate at the design application rate. Inspect the aggregate after rolling for proper embedment. Make adjustments to the rate of application, if necessary. Construct one full lane width at a time. Make additional adjustments to the rate of application during the Project, if needed.

335-4.5Rolling: Initial chip seal rolling shall begin one minute after the application of cover coat aggregate. Rollers shall work in tandem and complete a minimum of three passes with a sufficient overlap. Should the rolling operation be delayed, the aggregate and emulsion spreading shall be halted until the operation regains proper sequencing and timing. The maximum speed of the rolling operations shall be 5 miles per hour.

335-4.6 Sweeping: Excess aggregate shall be swept from the roadway and adjacent areas. Sweep off the surplus aggregate on the same day of the chip seal construction. Exercise care to not disturb aggregate that has set. Re-sweep areas the day after the initial sweeping. The Contractor will dispose of the surplus cover aggregate in a manner satisfactory to the Engineer.

335-5 Quality Control.

335-5.1 General: The Contractor is responsible for quality control (QC) sampling and testing.

335-5.2 Chip Seal Aggregate:

331.5.2.1: Stockpile Production: Provide material gradation and quality test results taken during production. The testing rate for gradation is a minimum of one per day, or one per 1500 tons, whichever is greater. The testing rate for quality values in Table 1 is once per source.

335-5.2.2 Construction: Sample the cover aggregate once each production day. The aggregate sample will be taken from the chip spreader.

335-5.3 Chip Seal Asphalt Emulsion: Only asphalt emulsion from Certified Sources is allowed for use. Verify the application rate of the asphalt emulsion by dividing the volume of material used by the area of chip sealing for that day. Provide material certification and quality control test results for each batch of asphalt emulsion used on the Project. Include the supplier name, plant location, emulsion grade, and batch number on all reports.

335-6 Quality Assurance.

335-6.1 General: The Agency is responsible for quality assurance (QA) sampling and testing. Samples cannot be from split samples and must be taken randomly by the Engineer.

335-6.1 Cover Aggregate:

335-6.1.1 Stock Pile Production: Test for gradation-the testing rate is a minimum of one per day, or one per 1500 tons, whichever is greater. If the material is hauled from the production site to a temporary stockpile, test at the temporary stockpile.

335-6.1.2 Construction: Sample the cover aggregate once each production day. The aggregate sample will be taken from the chip spreader. Samples will be stored and tested for gradation, at the Engineer's discretion. If the results vary from the requirements of Table 1, the

contractor will remove and replace the defective material placed as directed by the engineer to meet specifications.

335-6.2 Asphalt Emulsion: Sample the first daily shipment. Also, provide one sample for every 50,000 gallons (approximately 200 ton).

335-7 Basis of Payment.

Payment for the chip seal at the Contract bid unit prices of measure is compensation in full for all costs of furnishing and applying the material as specified, including cleaning the existing pavement, stationing, purchase of aggregate, delivery of aggregate, all labor, equipment, and materials necessary for the placement of the chip seal, sweeping of any loose aggregate after construction and other requirements as specified. The cost of removing existing raised pavement markings and installation of temporary paint markings for traffic control shall be considered incidental to the work unless specified elsewhere in the plans or proposal.

Payment for the accepted quantity of asphalt emulsion for chip seal (including any required additives) at the Contract bid price of measure is compensation in full for all costs of furnishing and applying the material as specified.

Payment will be made in accordance with the schedule set forth below at the Contract bid price for the specified unit of measure. Such payment, in each instance, is compensation in full for all costs incidental thereto.

Payment will be made under:

Item No. 335-	Asphalt Emulsion for Chip Seal, per gallon
Item No. 335-	Aggregate Coverage for Chip Seal, square yards

MICRO SURFACING.
(REV 7/30/2013)

SECTION 335
MICRO SURFACING

335-1 Description.

Construct a micro surfacing pavement with the type of mixture specified in the Plans. Micro surfacing is a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface.

The mix shall be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses and surfaces) which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of asphalt binder content and variable thickness to be encountered. The end product shall maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.

The mix shall be a quick-traffic system that will be able to accept straight rolling traffic one hour after application.

335-2 Materials.

335-2.1 Emulsified Asphalt:

335-2.1.1 General Requirements: Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1h as listed in Table 335-1. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

The Engineer may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it prior to use.

335-2.1.2 Quality Tests: The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-1h, with the additions noted in Table 335-1.

Table 335-1
Quality Tests for Emulsified Asphalt

AASHTO Test No.	Emulsified Asphalt Property	Specification Requirements
AASHTO T 59	Residue after Distillation (1)	62% Minimum
AASHTO T 59	Cement Mixing	NONE
Quality Tests for Emulsified Asphalt Residue		
AASHTO T 53	Softening Point	135°F (57°C) Minimum

(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.

335-2.1.3 Sampling, Certification, and Verification: For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the owning agency's designated laboratory for testing before use. When applicable, a pretest number will then be assigned by the designated laboratory, which shall be furnished with all emulsified asphalt delivered to the project.

At any time during application, the Engineer may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the Engineer may require the supplier to cease shipment of that pre-tested product. Further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the satisfaction of the Engineer. Proper sampling and handling techniques are required, and the testing shall be completed within seven days of the sample being taken. Refer to AASHTO T 40 for emulsified asphalt sampling procedures.

335-2.2 Aggregate:

335-2.2.1 General: Use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof. To assure the material is 100% crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on the Florida Department of Transportation's website and also meeting the requirements of this specification. The URL for obtaining the list of aggregates is: ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf .

335-2.2.2 Aggregate Quality Tests: In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 335-2.

Table 335-2 Quality Tests for Aggregate		
AASHTO Test No.	Aggregate Property	Specification Requirements
AASHTO T 176	Sand Equivalent	65 Minimum
AASHTO T 104	Soundness	15% Maximum using Na_2SO_4 or 25% Maximum using $MgSO_4$
AASHTO T 96	Abrasion Resistance (1)	30% Maximum
(1) The abrasion test will be performed on the parent aggregate.		

335-2.2.3 Gradation Requirements: When tested in accordance with AASHTO T 27 and AASHTO T 11, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II or Type III mixture shown in Table 335-3.

Table 335-3 Aggregate Gradation Requirements			
Sieve Size	Type II Mix Design Range Percent Passing	Type III Mix Design Range Percent Passing	Stockpile Tolerance from Mix Design Percent Passing
3/8 inch	100	100	N/A
No. 4	90 – 100	70 – 90	± 5%
No. 8	65 – 90	45 – 70	± 5%
No. 16	45 – 70	28 – 50	± 5%
No. 30	30 – 50	19 – 34	± 5%
No. 50	18 – 30	12 – 25	± 4%
No. 100	10 – 21	7 – 18	± 3%
No. 200	5 – 15	5 – 15	± 2%

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with AASHTO T 2 and one sand equivalency test conducted in accordance with AASHTO T 176. If the average of the five gradation tests is within the stockpile tolerances shown in Table 335-3 for all of the sieve sizes, and the one sand equivalent test meets the requirement shown in Table 335-2, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 335-3 for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 335-2 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If the sand equivalent quality control test does not meet the criteria shown in Table 335-2, remove the stockpiled material and replace it with new aggregate. If new aggregate is obtained or blending of aggregates is performed resulting in an aggregate that is not represented by the mix design, submit a new mix design to the Engineer for approval prior to production of the mix.

The Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with AASHTO T 2 is not within the gradation tolerances shown in Table 335-3 for any sieve size, or if the sand equivalent value does not meet

the requirements of Table 335-2, cease production until the problem is corrected to the satisfaction of the Engineer.

All stockpiled aggregates shall be screened at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles. The screened aggregate will be placed directly into the nurse truck or into the micro surfacing mixing machine, depending on whether continuous or truck mounted machines are used. Screened aggregate may not be placed on the ground prior to mixture laydown.

335-2.3 Mineral Filler: Utilize non air-entrained Portland cement or hydrated lime that is free from lumps. The owner will accept the mineral filler by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if it is found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table335-5.

335-2.4 Water: Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

335-2.5 Additives: Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

335-3 Mix Design.

Before work begins, the Contractor shall submit a mix design to the Engineer. The mix design must have been developed within the last year using the specific materials to be used on the project. Mix designs shall be developed by laboratories with experience in designing micro surfacing mixtures. When requested by the Engineer, the mix design shall be verified by an independent laboratory not affiliated with the emulsion supplier or the contractor. Verification shall include confirmation of the mix design results for wet cohesion and 1hour wet track abrasion loss. Projects requiring rut filling, or multilayer application, shall also require lateral displacement confirmation.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the Engineer a maximum of one week to either conditionally verify or reject the mix design.

Meet the requirements provided in Table 335-4. After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the Engineer. The Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

Table 335-4
Mix Design Testing Requirements

ISSA Test No.	Property	Specification Requirements
ISSA TB-139(1)	Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	 12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-109	Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion	50 g/ft^2 Maximum
ISSA TB-114	Wet Stripping	90% Minimum

ISSA TB-100	Wet-track Abrasion Loss: One-hour Soak Six-day Soak	 50 g/ft^2 Maximum 75 g/ft^2 Maximum
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb.	5% Maximum 2.10 Maximum
ISSA TB-113(1)	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum
(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.		

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 335-5.

Table 335-5
Mix Design Component Material Requirements

Component Materials	Specification Requirements
Residual Asphalt	5.5 to 10.5% (by dry weight of aggregate)
Mineral Filler	0.5 to 3.0% (by dry weight of aggregate)
Polymer-based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed
Water	As required to produce proper mix consistency

The materials (aggregates, emulsion, mineral filler, and additives) must be from the same source, grade and type used to develop the approved mix design. Any substitutions or alternate supplies must be preapproved by the Engineer. Changes in the aggregate source or emulsion source requires re-validating the mix design and the performance properties. Blending, co-mingling and otherwise combining materials from two or more sources, grades or types not noted in the approved Mix Design is strictly prohibited. Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

335-4 Equipment.

335-4.1 General: Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

335-4.2 Mixing Equipment: Use a machine specifically designed and manufactured to place micro surfacing. Truck mounted and self-loading continuous machines are acceptable. Mix the material with an automatic-sequenced, self-propelled micro surfacing mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls.

Self-loading continuous machines shall be capable of loading materials while continuing to lay micro surfacing, thereby minimizing construction joints. Self-loading continuous machines shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the micro surfacing material and shall be equipped

with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

335-4.3 Proportioning Device: Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

335-4.4 Spreading Equipment: Agitate and spread the mixture uniformly in the spreader box by means of twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to hydraulically adjust the box width automatically while traveling behind the mixing unit, and be able to side shift the box to compensate for variations in the pavement geometry.

335-4.4.1 Secondary Strike-off: Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box.

335-4.4.2 Rut-filling Equipment: When required by the plans, micro surfacing material may be used to fill ruts, utility cuts, depressions in the existing surface, etc. When rutting or deformation is less than 1/2 inch, a full width scratch course may be applied with the spreader box using a metal or stiff rubber strike-off. Ruts of 1/2 inch or greater in depth shall be filled independently with a rut-filling box, either five or six feet in width. Ruts that are in excess of 1-1/2 inch in depth may require multiple applications with the rut-filling box to restore the cross-section.

When a rut box is used, emulsified asphalt content may be reduced by 0.5% of the mix design target. Any reduction of emulsified asphalt content must be within the tolerance of the job mix formulation listed in the mix design. Material placed with the rut-filling box shall have a 1/4 inch crown to allow for traffic consolidation. Before placing subsequent lifts, allow all rut-filling material to cure under traffic for at least 24 hours.

335-4.5 Auxiliary Equipment: Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

335-6 Calibration.

Calibrate each mixing unit to be used in the performance of the work in the presence of the Engineer prior to the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the Engineer. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted.

335-7 Weather Limitations.

Do not apply micro surfacing if either the pavement or air temperature is below 50°F and falling. Micro surfacing may be applied when both pavement and air temperatures are 45°F and rising. Do not apply micro surfacing when there is the possibility that the finished product will freeze within 24 hours. Do not apply micro surfacing in the rain or when there is standing water

on the pavement. The mixture shall not be applied when weather conditions prevent opening to traffic within a reasonable amount of time, as determined by the Engineer.

335-8 Surface Preparation.

335-8.1 General: Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be micro surfaced. Provide temporary striping as necessary to comply with plan requirements. Immediately prior to applying the micro surfacing, clear the surface of all loose material, silt spots, vegetation, and other material that will negatively affect the quality of the micro surfacing, utilizing any standard cleaning method. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying micro surfacing. Protect manholes, valve boxes, drop inlets and other service entrances from the micro surfacing mixture by a suitable method. The Engineer will approve the surface preparation prior to micro surfacing. No loose aggregate, either spilled from the lay-down machine or existing on the road, will be permitted.

335-8.2 Cracks: If the plans call for crack filling prior to construction of the micro surfacing treatment, pre-treat any cracks in the surface of the pavement with a crack filler meeting the material requirements of FDOT Developmental Specification Section 305 prior to the application of the micro surfacing. Fill any cracks with a width greater than 1/4 inch. Do not overfill the cracks. Crack filling material must cure for a minimum of 30 days prior to application of the micro surfacing.

335-8.3 Rumble Strips: Where shoulders are not to be micro surfaced, prevent material from being applied to or entering any rumble strip depressions. If necessary, remove any material that enters the depressions. When rumble strips are to be micro surfaced, place a scratch course to fill the depressions prior to placing the final surface course.

335-8.4 Tack Coat: Place a tack coat on all concrete or brick pavement prior to constructing a micro surfacing course. In general, the Engineer will not require a tack coat on asphalt pavements except in areas that are extremely dry or raveled, as determined by the Engineer. If required, the tack coat should be type SS, type CSS, or the micro surfacing emulsified asphalt. It may consist of one part emulsified asphalt to three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gallons per square yard.

335-9 Test Strip.

Construct a test strip for the Engineer to evaluate. The test strip should be performed in similar conditions as those expected during actual application. The test strip shall be 1,000 feet in length at a location not associated with the project within reasonable proximity to the project staging area. The intention of the test strip is to assure adequate workmanship, aesthetics and that the cure time of the mixture is achievable when applied with the personnel, equipment and materials intended for use during execution of the project. Acceptable cure time is defined by the ability of the test strip to accept rolling traffic within one hour after placement. Full production may begin once the test strip has been accepted by the Engineer.

If the Engineer deems the test strip to be unacceptable, the Contractor shall make any necessary changes. Once the Engineer is satisfied that the cause of the problem has been remedied, the Contractor may resubmit a new test strip for evaluation.

335-10 Application.

335-10.1 General: Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The micro surfacing shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, balling, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 square yard area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater, when measured by placing a 10 foot straight edge over the surface.

335-10.2 Rate of Application: The average single application rate, as measured by the Contractor, shall be in accordance with Table 335-6, unless otherwise specified in the plans. Full width application rates must be maintained within plus or minus 2 pounds per square yard of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture. The maximum thickness of any single layer of micro surfacing at the edge of the pavement shall be 1/4 inch.

Table 335-6
Rate of Application

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATE(1)	
Type II	Collectors, Local Roads, and Airport Runways	Single Application: 15-21 lbs/yd^2	Double Application (two lifts): Bottom: 14-18 lbs/yd^2 Top: 16-20 lbs/yd^2 Total: 30-34 lbs/yd^2
	Scratch or Leveling Course	As Required --- 14 lb/yd^2 (minimum)	
Type III	Interstate, Arterial Routes, and Wheel Ruts	Single Application: 18-26 lbs/yd^2	Double Application (two lifts): Bottom: 16-22 lbs/yd^2 Top: 18-22 lbs/yd^2 Total: 34-44 lbs/yd^2
	Scratch or Leveling Course	As Required --- 16 lb/yd^2 (minimum)	

(1) Suggested application rates are based upon the weight of dry aggregate in the mixture.

335-10.3 Joints: Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible. Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by

more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10 foot straight edge over the joint and measuring the elevation drop-off. Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference between the micro surfacing and the adjacent pavement does not exceed 1/4 inch.

335-10.4 Mix Stability: Produce a micro surfacing mixture that possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying micro surfacing material under any circumstances.

335-10.5 Handwork: Utilize hand squeegees to provide complete and uniform coverage of micro surfaced areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand worked prior to mix placement, if necessary. Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

335-10.6 Lines: Construct straight lines along curbs and shoulders. Do not permit runoff on these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

335-10.7 Cleanup: Remove micro surfacing mixture from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the Engineer. On a daily basis, remove any debris resulting from the performance of the work.

335-10.8 Post Sweeping: If required by the Engineer, broom the surface of any loose material within 48 hours after the completion of the micro surfacing. If directed by the Engineer, perform this operation again approximately seven to ten days after completion of the micro surfacing as needed. Additionally, clean the surface, as necessary, prior to application of the final pavement markings.

335-11 Quality Control and Assurance.

335-11.1 General: Produce a mixture that will meet the mix design and the quality control (QC) tolerances specified in Table 335-7. Notify the Engineer immediately if QC test results exceed the tolerances specified in Table 335-7, and stop mix production. Identify the cause of the deviation, and determine the corrective action necessary to bring the mixture into compliance. Obtain the Engineer's approval before resuming work.

The Engineer reserves the right to verify, at agency cost, QC test accuracy by an independent laboratory not heretofore associated with the project. If the Engineer identifies a condition that causes an unsatisfactory micro surfacing treatment, immediately stop production work and correct the defect at no additional cost.

Table 335-7
Micro Surfacing Quality Control Tolerances

Aggregate Gradation Tolerances (±)							
Sieve Size	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
Tolerance	5.0%	5.0%	5.0%	5.0%	4.0%	3.0%	2.0%
General Quality Control Tolerances (±)							

Parameter	Tolerance
Asphalt Cement Content Single Test	0.5% from mix design
Asphalt Cement Content Daily Average	0.2% from mix design
Application Rate (as determined by 1,000 ft yield checks)	2 lb/yd^2
Sand Equivalent Test (ASTM D2419)	7% from mix design

335-11.2 Contractor's Quality Control Plan: Provide and follow a QC plan that will maintain QC for production and construction processes. Provide the Engineer with a copy of the QC plan for review and approval before the pre-construction meeting. Include, at a minimum, the following items:

The source materials used on the project.

Sampling and testing methods used to determine compliance with material specifications.

The equipment to be used on the project.

Calibration method used to determine compliance with the mix design.

Pavement cleaning and preparation procedure.

Plan for protecting micro surfacing mixture from damage by traffic.

Procedure for monitoring initial acceptance requirements.

An action plan demonstrating adjustments of the micro surfacing operation for adverse environmental conditions.

335-11.3 Minimum Sampling and Testing Frequency:

335-11.3.1 Fine Aggregate Gradation: Sample fine aggregate from the project stockpile and test for gradation and sand equivalency. Perform one test per 500 tons of fine aggregate.

At the discretion of the Engineer, an alternative would allow certification of an entire stockpile. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with AASHTO T 2 and five sand equivalency tests conducted in accordance with AASHTO T 176. If the average of the five gradation tests is within the stockpile tolerances shown in Table 335-3 for all of the sieve sizes and the five sand equivalent tests meets the requirement shown in Table 335-2, then the stockpile is accepted.

335-11.3.2 Asphalt Content: Calculate the percent asphalt content of the mixture at least three times per day. The Owner's on-site representative shall randomly determine the timing for the readings used to calculate asphalt content.

335-11.3.3 Application Rate: Calculate the yield of the course placed at least three times per day. The Owner's on-site representative shall randomly determine the timing for the readings used to calculate application rate.

335-11.4 Documentation: Complete a daily report that includes the following information:

Job number
Route/Street Name(s)
Owner's On-Site Representative
Date
Air temperature – Min/Max (during application)
Unit weight of emulsion (pounds per gallon)
Beginning and ending application locations

Counter readings (beginning, ending, and total difference)
Total area (square yards)
Aggregate weight
Gallons of emulsion
Application rate (pounds per square yard)
Contractor's authorized signature
QC aggregate properties (if required)
Asphalt emulsion bill of lading(s)

335-12 Acceptance.

Allow the Engineer access to in-progress work for quality assurance review and testing. Upon completion of work, schedule an inspection with the Engineer. The Engineer will note deficiencies. Any deficiencies identified during this process will be addressed by the Contractor at no additional cost.

335-13 Basis of Payment.

335-13.1 General: The micro surfacing shall be paid for at the Plan unit price per square yard, completed and accepted. Such price and payment shall be full compensation for performing all work included in this section, and shall include the cost of all materials, including the cost of the emulsified asphalt and aggregate. Crack sealing, if required, shall be paid for under the appropriate pay item.

335-13.2 Payment Items: Payment will be made under:

Item No. 335-1	Micro surfacing	Per square yard
Item No. 335-2	Rut fill/scratch course	Per ton

POLYMER MODIFIED CHIP SEAL.

(REV 5-16-14)

POLYMER MODIFIED CHIP SEAL

335-1 Description: This work shall consist of furnishing all labor, equipment, material, supplies, notification signage, and other incidentals necessary to provide an application of polymer emulsified asphalt and cover coat aggregate to an existing roadway surface.

335-2 Materials.

335-2.1 Asphalt Emulsion: Provide emulsified asphalt meeting the requirements of AASHTO M 316-99. When CRS-2P is specified apply the following modifications:

a.) Distill the CRS-2P at 400ºF for 20 min. and

b.) Provide Polymer-Modified Cationic Emulsified Asphalt, CRS-2P produced by using polymer modified base asphalt only. The emulsion shall be pumpable and suitable for application through a distributor truck.

Emulsion Test	Minimum	Maximum
Viscosity, Saybolt Furol @122ºF	100	400
Demulsibility, 35ml, 0.8 percent DSS, %	70	-

Sieve Test, %	-	0.1
Storage Stability	-	1.0
Residue by Distillation, 350ºF max, %	65.0	-
Oil distillate, % by volume of emulsion	-	0.5

Residue Test, ASTM D 244 Low Temp	Minimum	Maximum
Penetration, 77ºF, 100gr, 5 sec	70	150
Elastic Recovery, ASTM D 6084, method B, 77ºF, 5 cm/min, %	50	-
Softening Point, ºF	125	-
Solubility in Trichloroethylene, %	97.0	-

335-2.2 Cover Aggregate: The chip seal cover aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious material. All of the aggregate shall be crushed gray granite with 100% fractured faces. The aggregate shall have maximum loss of 20% when tested with the LA Abrasion procedure as defined by AASHTO T96. The maximum amount of flat and elongated aggregate with a ratio of 3:1 shall not exceed 12% as determined by ASTM D4791. Only one source of aggregate shall be used for the mix design and shall conform to the following gradations:

Cover Aggregate Gradation (percent passing)			
Sieve Size	1/2 inch Chip	3/8 inch Chip	1/4 inch Chip
3/4”	100	100	100
1/2”	95-100	100	100
3/8”	0-60	95-100	100
1/4”	0-10	0-35	95-100
No. 4	N/A	N/A	N/A
No. 8	0-3	0-3	0
No 200	0-1.0	0-1.0	0-1.0

335-3 Equipment.

335-3.1 Asphalt Distributor: The distributor shall be self-powered and capable of providing a uniform application rate of emulsion varying from .05-1.00 gallon per square yard over a variable width up to the maximum width as required by the Engineer in a single pass. Distributor shall be self-powered and include a computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsion in the tank.

The distributor shall be equipped with ground speed control and a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. Prior to construction, the nozzle angle shall be adjusted uniformly to 15 – 30 degrees at an angle to the axis of the spray bar, and the spray bar height shall be set to provide one hundred percent of triple coverage in a single pass. Where multiple lane passes will be required to complete the

road width, overlapping passes must be four inches with fifty percent coverage so that the next pass will complete the full application rate specified. The longitudinal joints shall coincide with existing painted lane lines.

335-3.2 Aggregate Spreader: The aggregate spreader shall be self-propelled and supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from five to fifty pounds per square yard over a variable width up the maximum width as required by the Engineer. The uniformity of this machine shall not vary by more than one pound per square yard. The aggregate spreader shall be equipped with the means of applying the cover aggregate to the surface with computerized application rate control so that the required amount of material will be deposited uniformly over the full width of the asphalt emulsion.

335-3.3 Rollers: Three (3) Self-propelled pneumatic tired rollers shall be used on the project. Pneumatic rollers are capable of ballast loading, either with water or sand, which allows the weight of the machine to be varied "from 10 to 16 tons" or "not more than 20 tons" to achieve the specified contact pressure which typically runs around 80 pounds per square inch. Tire pressure shall be specified by the manufacturer for the pneumatic tire rollers and shall not vary more than plus or minus 5.0 psi. Depending on the speed of the Chip Seal operation and the width of coverage, additional rollers may be required. At no time shall the rollers travel more than 5 miles per hour.

335-3.4 Sweepers: Provide motorized brooms with a positive means of controlling vertical pressure and capable of cleaning the road surface prior to spraying bituminous material and removing loose aggregate after bituminous seal coating.

335-4 Installation.

335-4.1 Preparation and Placement: The Chip Seal shall not be applied when the pavement is moist, or when the weather is or may be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavements, threat of rain showers, or other environmental factors which could affect the performance of the Chip Seal construction. No Chip Seal shall be applied if either the pavement or air temperature is below 60°F and falling.

The Contractor shall be responsible for all measures required providing a thoroughly clean and dry pavement surface including vegetation removal and sweeping prior to the Chip Seal application. The Contractor shall remove and dispose of all raised pavement markings prior to beginning application.

Manholes, valve boxes and thermo markings (as directed by the Engineer) shall be covered with an approved material during the operation and shall be removed immediately after the street has been Chip Sealed. The Contractor is responsible for locating all exposed manholes, valve boxes and thermo markings prior to Chip Sealing.

Application of Asphalt Emulsion shall be performed by means of a pressure distributor in a manner to achieve a uniform and continuous spread over the asphalt surface. The temperature of the emulsion shall be applied within the range of 140-180° F. At no time shall the emulsion be heated above 185° in the distributor. Prior to construction, calibrate the distributor in accordance with ASTM D2995-99 in the presence of the Engineer. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made. Repairs shall be made immediately after deficiencies are noted and prior to the aggregate placement at all times during construction. The width of the emulsion application shall be no greater than the width of the aggregate spreader except where additional passes are required then the emulsion shall be four inches beyond the aggregate spread at a fifty

percent application rate. At no time shall the emulsion be allowed to break, chill, setup, harden, or otherwise impair the aggregate retention before the aggregate has been properly applied and rolled.

335-4.2 Application of Cover Coat Aggregate: The aggregate shall be applied within one (1) minute following the emulsion application by the approved aggregate spreader. Prior to construction, calibrate the aggregate spreader in accordance with ASTM D5624-02, in the presence of the Engineer. The allowable deviation in the amount of aggregate spread on each of the rubber mats shall not exceed ± 1 pound per square yard in the transverse direction, or ± 1 pound per square yard in the longitudinal direction, from the design application rate. Spreading shall be accomplished in such a manner that the tires of the trucks and aggregate spreader never contact the newly applied asphalt emulsion. The width of the aggregate spreader shall be equal to the width of the emulsion spread, except where additional passes are required. Areas, which are deficient in aggregate, shall be covered immediately with additional material. Previously used (sweeping) aggregates will not be allowed.

335-4.3 Mix Design: The contractor shall provide a mix design to the engineer at the Pre-Construction meeting to be approved prior to beginning work. The McLeod design method shall be utilized in determining application rates. The following application rates are suggested initial values for the mix design:

Material	Asphalt Emulsion	Cover Coat Aggregate
1/2 Chip Seal	0.36 – 0.46 gal/sy	22 lbs/sy
3/8 Chip Seal	0.34 – 0.40 gal/sy	20 lbs/sy
1/4 Chip Seal	0.28 – 0.34 gal/sy	18 lbs/sy

335-4.4 Mix Design Test Strip: Begin the rate of application for the bituminous material as determined by the approved bituminous seal coat design. Construct a short test strip 100 feet long to ensure the bituminous material application rate is adequate. After applying the bituminous material to this test strip, place the cover aggregate at the design application rate. Inspect the aggregate after rolling for proper embedment. Make adjustments to the rate of application, if necessary. Construct one full lane width at a time. Make additional adjustments to the rate of application during the Project, if needed.

335-4.5Rolling: Initial chip seal rolling shall begin one (1) minute after the application of cover coat aggregate. Rollers shall work in tandem and complete a minimum of three passes with a sufficient overlap. Should the rolling operation be delayed, the aggregate and emulsion spreading shall be halted until the operation regains proper sequencing and timing. The maximum speed of the rolling operations shall be 5 miles per hour.

335-4.6 Sweeping: Excess aggregate shall be swept from the roadway and adjacent areas. Sweep off the surplus aggregate on the same day of the chip seal construction. Exercise care to not disturb aggregate that has set. Re-sweep areas the day after the initial sweeping. The Contractor will dispose of the surplus cover aggregate in a manner satisfactory to the Engineer.

335-5 Quality Control.

335-5.1 General: The Contractor is responsible for quality control (QC) sampling and testing.

335-5.2 Chip Seal Aggregate:

331.5.2.1: Stockpile Production: Provide material gradation and quality test results taken during production. The testing rate for gradation is a minimum of one per day, or one per 1500 tons, whichever is greater. The testing rate for quality values in Table 1 is once per source.

335-5.2.2 Construction: Sample the cover aggregate once each production day. The aggregate sample will be taken from the chip spreader.

335-5.3 Chip Seal Asphalt Emulsion: Only asphalt emulsion from Certified Sources is allowed for use. Verify the application rate of the asphalt emulsion by dividing the volume of material used by the area of chip sealing for that day. Provide material certification and quality control test results for each batch of asphalt emulsion used on the Project. Include the supplier name, plant location, emulsion grade, and batch number on all reports.

335-6 Quality Assurance.

335-6.1 General: The Agency is responsible for quality assurance (QA) sampling and testing. Samples cannot be from split samples and must be taken randomly by the Engineer.

335-6.2 Cover Aggregate:

335-6.2.1 Stock Pile Production: Test for gradation-the testing rate is a minimum of one per day, or one per 1500 tons, whichever is greater. If the material is hauled from the production site to a temporary stockpile, test at the temporary stockpile.

335-6.2.2 Construction: Sample the cover aggregate once each production day. The aggregate sample will be taken from the chip spreader. Samples will be stored and tested for gradation, at the Engineer's discretion. If the results vary from the requirements of Table 1, the contractor will remove and replace the defective material placed as directed by the engineer to meet specifications.

335-6.3 Asphalt Emulsion: Sample the first daily shipment. Also, provide one sample for every 50,000 gallons (approximately 200 ton).

335-7 Basis of Payment.

Payment for the chip seal at the Contract bid unit prices of measure is compensation in full for all costs of furnishing and applying the material as specified, including cleaning the existing pavement, stationing, purchase of aggregate, delivery of aggregate, all labor, equipment, and materials necessary for the placement of the chip seal, sweeping of any loose aggregate after construction and other requirements as specified. The cost of removing existing raised pavement markings and installation of temporary paint markings for traffic control shall be considered incidental to the work unless specified elsewhere in the plans or proposal.

Payment for the accepted quantity of asphalt emulsion for chip seal (including any required additives) at the Contract bid price of measure is compensation in full for all costs of furnishing and applying the material as specified.

Payment will be made in accordance with the schedule set forth below at the Contract bid price for the specified unit of measure. Such payment, in each instance, is compensation in full for all costs incidental thereto.

Payment will be made under:

Item No. 335-	Asphalt Emulsion for Chip Seal, per gallon
Item No. 335-	Aggregate Coverage for Chip Seal, square yards

LAP DIVISION 1 SPECIFICATIONS.

(REV 3-11-21) (1-22)

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)

FROM SECTION 1 – DEFINITIONS AND TERMS:

Department Name Polk County Roads and Drainage Division

Engineer William Lorenzo, P.E.

Contractor's Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

(1) Registration as a Professional Engineer in the State of Florida.

(2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

FROM SECTION 4 (ALTERATION OF WORK).

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

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

The term "significant change" applies only when:

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

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

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

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

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

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

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

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

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

Payment for burden shall be limited solely to the following:

Table 4-1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

Table 4-1	
Item	Rate
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,

b. Actual Rate for items listed in Table 4-1,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the

Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) and (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

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

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

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

B = Original Contract Time
C = 8%
Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification

will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed $100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor’s correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credit to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department’s execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

a. documented additional job site labor expenses;

b. documented additional cost of materials and supplies;

c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

d. any other additional direct costs or damages and the documents in support thereof;

e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of $3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street

Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole

discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA).

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,

2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer’s written approval prior to incorporating the material into the project.

FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING)

7-1.1Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/deo112468a91904c88e94148b94569982fdff3d2.pdf?sfvrsn=6b78d1d6_2
Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

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

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will

not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL20220185	HIGHWAY
_____	_____

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

7-24 Disadvantaged Business Enterprise Program.

~~**7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:** Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.~~

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color,

national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

~~**7-24.3 Plan Requirements:** Include the following in the DBE Affirmative Action Program Plan:~~

~~1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.~~

~~2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.~~

~~3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:~~

~~a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.~~

~~b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.~~

~~c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.~~

~~d. Encouraging eligible DBEs to apply for certification with the Department.~~

~~e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs; and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.
3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.
5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5
Over $12,000,000 to $18,000,000	7
Over $18,000,000 to $24,000,000	9
Over $24,000,000 to $31,000,000	12
Over $31,000,000 to $37,000,000	13
Over $37,000,000 to $43,000,000	14
Over $43,000,000 to $49,000,000	15
Over $49,000,000 to $55,000,000	16
Over $55,000,000 to $62,000,000	17
Over $62,000,000 to $68,000,000	18
Over $68,000,000 to $74,000,000	19
Over $74,000,000 to $81,000,000	20
Over $81,000,000 to $87,000,000	21
Over $87,000,000 to $93,000,000	22
Over $93,000,000 to $99,000,000	23
Over $99,000,000 to $105,000,000	24
Over $105,000,000 to $112,000,000	25
Over $112,000,000 to $118,000,000	26
Over $118,000,000 to $124,000,000	27
Over $124,000,000 to $130,000,000	28
Over $130,000,000 to *	
*One additional trainee per $6,000,000 of estimated Construction Contract amount over $130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form

2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the

journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-26 Cargo Preference Act – Use of United States-Flag Vessels.

Pursuant to Title 46 CFR 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during

the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

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

6. Incorporation of Provisions: The Contractor shall include the provisions of this appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES).

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in

the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

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

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$868
Over $50,000 but less than $250,000	$882
$250,000 but less than $500,000	$1,197
$500,000 but less than $2,500,000	$1,694
$2,500,000 but less than $5,000,000	$2,592
$5,000,000 but less than $10,000,000	$3,786
$10,000,000 but less than $15,000,000	$4,769
$15,000,000 but less than $20,000,000	$5,855
$20,000,000 and over	$9,214 plus 0.00005 of any amount over $20 million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

FROM SECTION 9 (PARTIAL PAYMENTS).

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

9-5.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21-A release) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Department may reduce the retainage to $1,000 plus any amount that the Department elects to deduct for defective work as provided in 9-5.3.

The Department may deduct from payment estimates any sums that the Contractor owes to the Department on any account. Where more than one project or job (separate job number) is included in the Contract, the Department will distribute the reduced retainage as provided in the first paragraph of this Subarticle to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Florida Department of Transportation."

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D). (REV 4-20-21) (FA 7-13-21) (1-22)

SECTION 120 is deleted and the following substituted:

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consist of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-1.3 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

120-2 Classifications of Excavation.

120-2.1 General: The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

If the proposal does not show subsoil excavation or lateral ditch excavation as separate items of payment, include such excavation under the item of regular excavation.

If the proposal shows lateral ditch excavation as a separate item of payment but does not show channel excavation as a separate item of payment, include such excavation under the item of lateral ditch excavation. Otherwise, include channel excavation under the item of regular excavation.

120-2.2 Regular Excavation: Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

120-2.2.1 Roadway Excavation: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

120-2.2.2 Borrow Excavation: Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For pond and ditches that identify the placement of a blanket material, consider the finished grading template as the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the Plans.

120-2.5 Channel Excavation: Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

120-2.6 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Preliminary Soils Investigations.

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Excavation Requirements.

120-4.1 Removal of Unsuitable Materials and Existing Roads

120-4.1.1 Subsoil Excavation: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the Plans or indicated by the Engineer, and backfill with suitable material. Shape backfill material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the Plans as the removal limits, of ±0.2 foot in depth and ±6 inches (each side) in width.

120-4.1.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the Plans.

120-4.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-4.4 Excavation for Structures and Pipe.

120-4.4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

120-4.4.2 Earth Excavation:

120-4.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-4.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-4.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-4.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-4.4.4 Pipe Trench Excavation: Excavate trenches for pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipelines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the Plans, or if the Plans do not indicate the method of disposal, then take ownership of the materials and dispose them outside the right-of-way.

120-5.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-5.1, when approved by the Engineer, in rural undeveloped areas, the Contractor may place muck (A-8

material) on the slopes, or store it alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the Contractor dresses the muck to present a neat appearance. In addition, the Contractor may also dispose of this material by placing it on the slopes in developed areas where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-6 Materials for Embankment.

120-6.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).
2. 12 to 24 inches: 6 inches (in any dimension).
3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-½ inches in diameter within 3 feet of the location of any end-bent piling.

120-6.2 Use of Materials Excavated from the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in

accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-6.3 Authorization for Use of Borrow: Use borrow pit only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-6.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.3.2 Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-7 Embankment Construction.

120-7.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

120-7.2 Dry Fill Method:

120-7.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

As far as practicable, distribute traffic over the work during the construction of embankments to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-7.2.1.1 Maximum Compacted Lift Thickness Requirements: Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Table 120-1			
Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches
	A-2-4 (No. 200 Sieve > 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit < 50)		

120-7.2.1.2 Thick Lift Requirements: For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five tests at random locations within the test section.
   a. All five tests must meet the density required by 120-10.5.
   b. Identify the test section with the compaction effort and soil classification in the project's records.
4. Obtain Engineer's approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

120-7.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps, and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-9.2.4.

120-7.2.2 Placing in Unstable Areas: When depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.3 and 120-9.2.6.

120-7.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-7.2.4 Placing Outside Standard Minimum Slope: The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material, which is suitable for normal embankment, outside such standard minimum slope in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-7.3 Hydraulic Method:

120-7.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment and fill and thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-7.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-7.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for Structures and Pipes:

120-8-1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved

for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

129-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps, and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown in the Standard Plans as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness in depth above water level, behind abutments, wingwalls and end bents or end rest piers, under the haunches of the pipes, around box culverts, and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

120-8.1.6.1 Thick Lift Requirements: The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if the embankment material is classified as Group 1 in the table below. If the embankment material is classified as Group 2 in the table below and the Contractor chooses to place material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope, then the Contractor must demonstrate with a successful test section that density can be achieved. Thick lift around structures is only allowed above the soil envelope of the connecting pipe. Notify the Engineer in writing prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five quality control tests at random locations within the test section. All five tests must meet the density required by 120-9.2. Identify the test section with the compaction effort and soil classification in the project's records. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-9.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

Table 120-2					
Group	AASHTO Soil Class	Maximum Lift Thickness		Thick Lift Control Test Section Requirements	
		Within Cover Zone	Above Soil Envelope	Within Cover Zone	Above Soil Envelope
1	A-3 A-2-4 (No. 200 Sieve ≤ 15%)	6 inches	12 inches	N/A	Not Needed
2	A-1 A-2-4 (No. 200 Sieve > 15%) A-2-5, A-2-6, A-2-7, A-4, A-5, A-6 A-7 (Liquid Limit < 50)	6 inches without control test section		N/A	Maximum of 12 inches per 120-7.2.1.2

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in^2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe Greater than 12 Inches Inside Diameter:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually, it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When

rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is the backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Standard Plans, Index 120-001.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density acceptance criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

The Engineer may permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate from approved sources for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with an appropriate geosynthetic filter fabric, as

specified by the Engineer. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate, to attain the specified density.

120-9.2 Compaction of Embankments:

120-9.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by FM 1-T099 for all earthwork items requiring densities.

120-9.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by FM 1-T099 for all densities required under category 3. Except for embankments constructed by the hydraulic method as specified in 120-7.3, and for the material placed outside the standard minimum slope as specified in 120-7.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-7.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.5.

120-9.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of soil classifications A-4, A-5, A-6, or A-7 per AASHTO M145, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.5 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

120-9.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-9.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-9.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Acceptance Program.

120-10.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with FM 1-T099.

120-10.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.3.

120-10.3 Density Testing Requirements: Compliance with the requirements of 120-10.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils by Use of a Microwave Oven).

120-10.4 Soil Classification and Organic Content: The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

120-10.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

1) embankment constructed by the hydraulic method as specified in 120-7.3;
2) material placed outside the standard minimum slope as specified in 120-7.2.4;
3) other areas specifically excluded herein.

120-10.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Proctor Maximum Density	One per soil type
Density	1 per LOT (Alternate Lift)
Soil Classification and Organic Content	One per Maximum Density

120-11 Maintenance and Protection of Work.

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-12 Construction.

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-12.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-13 Method of Measurement.

120-13.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-14 Basis of Payment.

120-14.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-14.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-14.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

334 ASPHALT CONCRETE FOR LAP (CLASS - D).
(REV 6-18-21) (FA 7-2-21) (1-22)

SECTION 334 is deleted and the following substituted:

SECTION 334
ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct an Asphalt Concrete pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt concrete mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Asphalt Concrete Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate mix type as shown in Table 334-1.

Table 334-1 Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5(1)	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5(1) Friction Mixes: Types FC-9.5 or FC-12.5(1)	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3
(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.			

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

Traffic Level E can be substituted for Traffic Level D.
Traffic Level D or E can be substituted for Traffic Level C.
Traffic Level C can be substituted for Traffic Level B.
Traffic Level B or C can be substituted for Traffic Level A.

334-1.4 Gradation Classification: Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 334-3.2.2.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5 ..... 9.5 mm
Type SP-12.5, FC-12.5 ..... 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt concrete mixtures are as follows:

Type SP-9.5, FC-9.5 .....1 to 1-1/2 inches

Type SP-12.5.....1-1/2 to 3 inches
Type FC-12.5 ..... 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt Concrete mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5..... 3/8 to 2 inches
Type SP-12.5..... 1/2 to 3 inches
Type SP-19.0..... 1-1/2 to 4 inches

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: https://mac.fdot.gov/.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.

2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2

Table 334-2
Asphalt Binder Grade for Mixes Containing RAP

Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
≥ 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35-17, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his/her discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-17, Table 4. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M 323-17, Table 4, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M 323-17, Table 5. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T 312-19, with the following exception: use the number of gyrations at N_{design} as defined in Standard Specification Table 334-4. Measure the inside diameter of gyratory molds in accordance with AASHTO T 312-19.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M 323-17, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323-17, Table 7. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility:

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.

2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the materials to be used.

3. The Department source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

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

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.

10. The name of the Construction Training Qualification Program (CTQP) mix designer.

11. The ignition oven and maximum specific gravity (Gmm) calibration factors.

12. The warm mix technology, if used.

334-4 Producer Process Control (PC).

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for process control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

334-5.2.2 Ambient Air Temperature: Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3. The minimum ambient temperature requirement may be reduced by 5ºF when using warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-3
Ambient Air Temperature Requirements for Paving

Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤ 1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40
FC-5[(1)]	65

[(1)] As an exception, place the mixture at temperatures no lower than 60ºF, only when approved by the Engineer based on the Contractor's demonstrated ability to achieve a satisfactory surface texture and appearance of the finished surface. For mixtures containing PG 76-22 binder, the minimum ambient temperature may be further reduced to 55ºF when using warm mix technology, if agreed to by both the Engineer and the Contractor.

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30ºF from the target temperature as shown on the mix design. Reject all loads outside of this range. Reject any load or portion of a load of asphalt mix at the plant or at the roadway with a temperature outside of its respective master range shown in Table 334-4. Notify the Engineer of the rejection immediately.

Table 334-4
Mix Temperature Master Range Tolerance

Location	Acceptable Temperature Tolerance
Plant	Mixing Temperature ±30 F
Roadway (mix in truck)	Compaction Temperature ±30°F

334-5.4 Transportation of the Mixture: Transport the mixture in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Surface Preparation:

334-5.5.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control application rate within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5
Tack Coat Application Rates

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.05 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.07
	Concrete Pavement	0.09
Open Graded Friction Course	Newly Constructed Asphalt Layers	0.06
	Milled Surface	0.08

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

334-5.5.5 Curing and Time of Application: Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

334-5.5.6 Protection: Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

334-6 Placing Mixture:

334-6.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

334-6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-6.4 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

334-6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-6.6 Thickness Control: Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per square yard.
2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-6.7 Leveling Courses:

334-6.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-6.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-6.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-6.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverages of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-6.9 Joints.

334-6.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-6.9.2 Longitudinal Joints:. Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-6.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-6.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples.

Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-6.10.4.

334-6.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

334-6.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

334-6.10.3.1 Straightedge Testing:

334-6.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-6.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-6.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-6.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-7 Acceptance of the Mixture.

334-7.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-7.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

334-7.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-7.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-7.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Table 334-6
Process Control and Acceptance Values

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 1.50
Roadway Density (daily average)	Minimum 91.5% of Gmm
Roadway Density (any single core)	Minimum 88.0 % of Gmm

334-7.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-7.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-6. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the

questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the area requiring density testing is less than 50 tons. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-8 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-9 Basis of Payment.

334-.1 General: Price and payment will be full compensation for all the work specified under this Section.

344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D). (REV 6-9-2021) (FA 7-2-21) (1-22)

SECTION 344 is deleted and the following substituted:

SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)

344-1 Description.

344-1 General: Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of cast-in-place nonstructural concrete; including sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast and prestressed concrete products.

344-1.2.2.1 Precast Concrete Drainage Structures: Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures: Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical or mineral admixtures and supplementary cementitious materials that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C33.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Types of Cement: Unless a specific type of cement is designated in the Contract Documents, use Type I, Type IL, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type IL or Type II (MH) for all mass concrete elements.

344-2.1.6 Supplementary Cementitious Materials: Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

344-3.1.3 Category 3: Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-1.

Table 344-1 Master Proportion Table [7]				
Class of Concrete	28-day Specified Minimum Compressive Strength (f_c') (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Minimum Total Cementitious Materials Content (lb/yd^3)	Target Slump Value (inches) [3]
Category 1				
Class NS	2,500	N/A	N/A	N/A
Category 3				
I [1]	3,000	0.53	470	3 [2]
I (Pavement)	3,000	0.50	470	1.5 or 3 [5]
II [1]	3,400	0.53	470	3 [2]
II (Bridge Deck)	4,500	0.44	600 [8]	3 [2]
III [4]	5,000	0.44	600 [8]	3 [2]
III (Seal)	3,000	0.53	600 [8]	8
IV	5,500	0.41[6]	600 [8]	3 [2]
IV (Drilled Shaft)	4,000	0.41	600 [8]	8.5
V (Special)	6,000	0.37 [6]	600 [8]	3 [2]
V	6,500	0.37 [6]	600 [8]	3 [2
VI	8,500	0.37 [6]	600 [8]	3 [2]
VII	10,000	0.37 [6]	600 [8]	3 [2]

Notes:
(1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.
(2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual.
(3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches.
(4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2).
(5) Meet the requirements of Section 350 of FDOT Specifications.
(6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30.
(7) Tolerance for slump is ± 1.5 inches and Air Content range is 0.0% to 6.0%.
(8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd^3 and 510 lb/yd^3, respectively.

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are always met.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project agrees with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to the Engineer. For Category 3, submit to the Engineer for

approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 40°F.

During the curing period, if the National Oceanic and Atmospheric Administration (NOAA) predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86ºF but is less than 100ºF.

Spray reinforcing bars and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks associated with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85ºF at the time of placement. Regardless of special measures taken, reject concrete exceeding 100ºF. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required by the Engineer for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each LOT to determine its plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-1. A LOT is defined as the concrete placement of 200 cubic yards or one day's production, whichever is less.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Accepted concrete Plant QC Plan.
2. Approved concrete mix designs.
3. Materials source (delivery tickets, certifications, certified mill test reports).
4. A copy of the scale company or testing agency report showing the signature of the scale company representative, date of inspection, observed deviations from quantities checked during calibration of the scales and meters.
5. A copy of the documentation certifying the admixture weighing/measuring devices.
6. Aggregate moisture control records including date and time of test.
7. Manufacturer's mixer information.
8. Certification documents for admixture weighing and measuring dispensers.
9. A daily record of all concrete batched for delivery to the projects, including respective mix design numbers and quantities of batched concrete.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by production facilities that are currently on the FDOT's Production Facility Listing for the types of products that they are producing. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM).
(REV 4-5-11) (FA 4-15-11)

SECTION 580
LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM)

580-1 Description.

Plant trees and shrubs of the species, size, and quality indicated in the plans.

The Engineer reserves the right to adjust the number and location of any of the designated types and species to be used at any of the locations shown, in order to provide for any unanticipated effects which might become apparent after the substantial completion of other phases of the project, or for other causes.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Authority for Nomenclature; Species, etc.: For the designated authority in the identification of all plant material, refer to two publications of L.H. Bailey: "Hortus III" and "Manual of Cultivated Plants," and ensure that all specimens are true to type, name, etc., as described therein. For the standard nomenclature, refer to the publication of the American Joint Committee on Horticultural Nomenclature, "Standardized Plant Names."

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant material except where specified as Collected Material. Use nursery grown plant material that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

Except where a lesser grade might be specifically specified in the plans, ensure that the minimum grade for all trees and shrubs is Florida No. 1. Ensure that all plants are the proper size and grade at the time of delivery to the site, throughout the project construction period and during any designated plant establishment period.

Ensure that plant materials are true to type and species and that any plant materials not specifically covered in Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries.

Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations therefor, and accompany each shipment with the required inspection certificates for filing with the Engineer.

580-2.2 Water: Water used in landscaping operations may be obtained from any approved source. Ensure that water is free of any substance which might be detrimental to plant growth. The use of effluent water is subject to approval and must meet all Federal, State and Local requirements.

580-3 Specific Requirements for the Various Plant Designations.

580-3.1 Balled-and-Burlapped Plants (B&B), and Wired Balled-and-Burlapped (WB & B):

580-3.1.1 General: Properly protect the root ball of these plants until planting them. The Engineer may reject any plant which shows evidence of having been mishandled.

Set the B&B and WB&B plants then remove the top 2/3 of all wire, rope, and binding surrounding the plant. Remove the burlap from the top 4 inches of the root ball. Do not disturb the root ball in any way. Bare root material is not allowed for substitution.

At least 90 days before digging out B & B and WB & B plants, root-prune those 1 1/2 inches or greater in diameter and certify such fact on accompanying invoices.

580-3.1.2 Provisions for Wiring: For plants grown in soil of a loose texture, which does not readily adhere to the root system (and especially in the case of large plants or trees), the Engineer may require WB & B plants. For WB & B plants, before removing the plant from the excavated hole, place sound hog wire around the burlapped ball, and loop and tension it until the tightened wire netting substantially packages the burlapped ball such as to prevent disturbing of the loose soil around the roots during handling.

580-3.2 Container-Grown Plants (CG): The Engineer will not accept any CG plants with roots which have become pot-bound or for which the top system is too large for the size of the container. Fully cut and open all containers in a manner that will not damage the root system. Do not remove CG plants from the container until immediately before planting to prevent damage to the root system.

580-3.3 Collected Plants (Trees and Shrubs) (C): Use C plants which have a root ball according to "Florida Grades and Standards for Nursery Plants". Do not plant any C plant before the Engineer's inspection and acceptance at the planting site.

580-3.4 Collected Plants (Herbaceous) (HC): The root mass and vegetative portions of collected herbaceous plants shall be as large as the specified container-grown equivalent. Do not plant any collected plant before inspection and acceptance by the Engineer.

580-3.5 Specimen Plants (Special Grade): When Specimen (or Special Grade) plants are required, label them as such on the plant list, and tag the plant to be furnished.

580-3.6 Palms: Wrap the roots of all plants of the palm species before transporting, except if they are CG plants and ensure that they have an adequate root ball structure and mass for healthy transplantation as defined in "Florida Grades and Standards for Nursery Plants".

The Engineer will not require burlapping if the palm is carefully dug from marl or heavy soil that adheres to the roots and retains its shape without crumbling. During transporting and after arrival, carefully protect root balls of palms from wind and exposure to the sun. Muck grown palms are not allowed. After delivery to the job site, if not planting the palm within 24 hours, cover the root ball with a moist material. Plant all palms within 48 hours of delivery to the site.

Move sabal and coconut palms in accordance with the "Florida Grades and Standards for Nursery Plants."

580-3.7 Substitution of Container-Grown (CG) Plants: With the Engineer's approval, the Contractor may substitute CG plants for any other root classification types, if he has met all other requirements of the Contract Documents.

580-4 Planting Requirements.

580-4.1 Layout: Prior to any excavation or planting, mark all planting beds and individual locations of palms, trees, large shrubs and proposed art and architectural structures, as shown in the plans, on the ground with a common bright orange colored spray paint, or with other approved methods, within the project limits. Obtain the Engineer's approval and make necessary utility clearance requests.

580-4.2 Excavation of Plant Holes: Excavate plant holes after an area around the plant three times the size of the root ball has been tilled to a depth of the root ball. Ensure that the plant hole is made in the center of the tilled area only to the depth of the plant root ball.

Where excess material has been excavated from the plant hole, use the excavated material to backfill to proper level.

580-4.3 Setting of Plants: Center plants in the hole. Lower the plant into the hole so that it rests on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance.

Backfill with native soil, unless otherwise specified on the plans. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the planting period.

When so directed, form a water ring 6 inches in width to make a water collecting basin with an inside diameter equal to the diameter of the excavated hole. Maintain the water ring in an acceptable condition.

580-4.4 Special Bed Preparation: Where multiple or mass plantings are to be made in extended bedding areas, and the plans specify Special Bed Preparation, prepare the planting beds as follows:

Remove all vegetation from within the area of the planting bed and excavate the surface soil to a depth of 6 inches. Backfill the excavated area with peat, sand, finish soil layer material or other material to the elevation of the original surface. Till the entire area to provide a loose, friable mixture to a depth of at least 8 inches. Level the bed only slightly above the adjacent ground level. Then mulch the entire bedding area, in accordance with 580-8.

580-5 Staking and Guying.

580-5.1 General: When specified in the plans, or as directed by the Engineer, stake plants in accordance with the following.

Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12 inches length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

Stake trees larger than 1 inch diameter and smaller than 2 inches diameter with a 2 by 2 inch stake, set at least 2 feet in the ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

580-5.2 Trees of 2 to 3 1/2 inches [50 to 90 mm] Caliper: Stake all trees, other than palm trees, larger than 2 inches caliper and smaller than 3 1/2 inches caliper with two 2 by 4 inch

stakes, 8 feet long, set 2 feet in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

580-5.3 Large Trees: Guy all trees, other than palm trees, larger than 3 1/2 inches caliper, from at least three points, with flexible strapping materials as noted above.

Anchor flexible strapping to 2 by 4 by 24 inch stakes, driven into the ground such that the top of the stake is at least 3 inches below the finished ground.

580-5.4 Special Requirements for Palm Trees: Brace palms which are to be staked with three 2 by 4 inch wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of burlap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2 by 4 by 12 inch stake pads.

580-6 Tree Protection and Root Barriers.

Install tree barricades when called for in the Contract Documents or by the Engineer to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

580-7 Pruning.

Prune all broken or damaged roots and limbs in accordance with established arboriculture practices. When pruning is completed ensure that all remaining wood is alive. Do not reduce the size or quality of the plant below the minimum specified.

580-8 Mulching.

Uniformly apply mulch material, consisting of wood chips (no Cypress Mulch is allowed), pine straw, compost, or other suitable material approved by the Engineer, to a minimum loose thickness of 3 inches over the entire area of the backfilled hole or bed within two days after the planting. Maintain the mulch continuously in place until the time of final inspection.

580-9 Disposal of Surplus Materials and Debris.

Dispose of surplus excavated material from plant holes by scattering or otherwise as might be directed so that it is not readily visible or conspicuous to the passing motorist or pedestrian. Remove all debris and other objectionable material from the site and clean up the entire area and leave it in neat condition.

580-10 Contractor's Responsibility for Condition of the Plantings.

Ensure that the plants are kept watered, that the staking and guying is kept adjusted as necessary, that all planting areas and beds are kept free of weeds and undesirable plant growth and that the plants are maintained so that they are healthy, vigorous, and undamaged at the time of acceptance.

580-11 Plant Establishment Period.

If the Contract Documents designate a Plant Establishment Period, assume responsibility for the proper maintenance, survival and condition of all landscape items during such period at no additional cost.

580-12 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

580-13 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section.

EXCAVATION AND EMBANKMENT (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION)

(REV 01-00) (1-13)

SECTION 120
EXCAVATION AND EMBANKMENT

120-1 Description.

120-1.1 General: Excavate and construct embankments as required for the roadway, ditches, channel changes and borrow material. Prepare subgrades and foundations, construct embankments, and otherwise use or dispose of the materials excavated. Use suitable excavated materials or authorized borrow. Also compact and dress excavated areas and embankments. For excavation and backfilling of structures, refer to Section 125.

Excavate materials for clearing and grubbing under Section 110. Material displaced by the storm sewer or drainage structure system is not included in the earthwork quantities shown on the plans.

120-1.2 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of a hazardous or toxic waste, or contaminants, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate hazardous or toxic wastes or contaminants and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Provisions shall meet all applicable laws, rules or regulations covering hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the District Contamination Assessment Coordinator who will coordinate selecting and tasking the Department's Contamination Assessment/Remediation Contractor (CAR). Provide access to the potential contamination area. Preliminary investigation

by the CAR Contractor will determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

The CAR Contractor will delineate the contamination area(s), any staging or holding area required, and, in cooperation with the Prime Contractor and Engineer, develop a work plan that will provide the CAR Contractor's operations schedule with projected completion dates for the final resolution of the contamination issue.

The CAR Contractor will maintain jurisdiction over activities inside any outlined contaminated areas and any associated staging holding areas. The CAR Contractor will be responsible for the health and safety of workers within the delineated areas. Provide continuous access to these areas for the CAR Contractor and representatives of regulatory or enforcement agencies having jurisdiction.

Both Contractors shall use the schedule as a basis for planning the completion of both work efforts. The Engineer may grant the Contract Time extensions according to the provisions of 8-7.3.2.

Cooperate with the CAR Contractor to expedite integration of the CAR Contractor's operations into the construction project. The Prime Contractor is not expected to engage in routine construction activities, such as excavating, grading, or any type of soil manipulation, or any construction processes required if handling of contaminated soil, surface water or ground water is involved. All routine construction activities will be by the CAR Contractor. Adjustments to quantities or to Contract unit prices will be made according to work additions or reductions on the part of the Prime Contractor in accordance with 4-3.

The Engineer will direct the Prime Contractor when operations may resume in the affected area.

120-2 Classifications of Excavation.

120-2.1 General: The Department may classify excavation specified under this Section for payment as any of the following: (1) Regular Excavation, (2) Subsoil Excavation, (3) Lateral Ditch Excavation, and (4) Channel Excavation.

If the proposal does not show Subsoil Excavation or Lateral Ditch Excavation as separate items of payment, include such excavation under the item of Regular Excavation.

If the proposal shows Lateral Ditch Excavation as a separate item of payment, but does not show Channel Excavation as a separate item of payment, include such excavation under the item of Lateral Ditch Excavation. Otherwise, include Channel Excavation under the item of Regular Excavation.

120-2.2 Regular Excavation: Regular Excavation includes roadway excavation and borrow excavation, as defined below for each.

120-2.2.1 Roadway Excavation: Roadway Excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the plans.

120-2.2.2 Borrow Excavation: Borrow Excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Value Engineering Change Proposal (VECP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil Excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, consider the finished grading template as the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, consider the finished grading template as the finished shoulder and slope lines and bottom of completed base or rigid pavement. For pond and ditches that identify the placement of a blanket material, consider the finished grading template as the bottom of the blanket material. Subsoil Excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of Subsoil Excavation indicated on the plans as being particularly variable, in accordance with the field conditions actually encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under Embankment or Borrow Excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral Ditch Excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.5 Channel Excavation: Channel Excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-3 Preliminary Soils Investigations.

When the plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Removal of Unsuitable Materials and Existing Roads.

120-4.1 Subsoil Excavation: Where muck, rock, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the plans as the removal limits, of ±0.2 feet [±60 mm] in depth and ±6 inches [±150 mm] (each side) in width.

120-4.2 Removal of Existing Old Road: Where a new roadway is to be constructed over an old one, plow or scarify the old road, and break it up full width, regardless of height of fill. If the plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids.

120-4.3 Obliterating Old Road: Where the plans call for obliteration of portions of an old road outside of the proposed new roadway, obliterate such sections of the old road by grading to fill ditches and to restore approximately the original contour of the ground or a contour which produces a pleasing appearance.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-5.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-5. 1, when approved by the Engineer, in rural undeveloped areas, the Contractor may place muck (A-8 material) on the slopes, or store it alongside the roadway, provided there is a clear distance of at least 6 feet [2 m] between the roadway grading limits and the muck, and the Contractor dresses the muck to present a neat appearance. In addition, the Contractor may also dispose of this material by placing it on the slopes in developed areas where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Department, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet [90 m] from the nearest roadway right-of-way line of any State-maintained road. If the materials are buried, disregard the 300 foot [90 m] limitation.

120-6 Borrow.

120-6.1 Materials for Borrow: Do not open borrow pits until the Engineer has approved their location.

Do not provide borrow materials that are polluted as defined in Chapter 376 of the Florida Statutes (oil of any kind and in any form, gasoline, pesticides, ammonia, chlorine, and derivatives thereof, excluding liquefied petroleum gas) in concentrations above any local, State, or Federal standards.

Prior to placing any borrow material that is the product of soil incineration, provide the Engineer with a copy of the Certificate of Materials Recycling and Post Burn Analysis showing that the material is below all allowable pollutant concentrations.

120-6.2 Furnishing of Borrow Areas: Furnish areas for borrow.

To obtain the Engineer's approval to use an off-site construction activity area that involves excavation such as a borrow pit or local aggregate pit, request in writing, a Cultural Resources Assessment. Send the request to the Division of Historical Resources, Department of State, State Historic Preservation Officer, Tallahassee, FL. As a minimum, include in the request the State Project Job Number, the County, a description of the property with Township, Range, Section, etc., the dimensions of the area to be affected, and a location map. Do not start any work at the off-site construction activity area until receiving a clearance letter from the Division of Archives and written clearance from the Engineer concerning compliance with the Federal Endangered Species Act as specified in 7-1.4.

For certain locations, the Division of Archives will require a Cultural Resources Field Survey before approval can be granted. When this is required, secure professional archaeological services to make the survey and prepare a report. Submit the report to the Division of Archives with a copy to the Department. The Engineer will base final approval or rejection of the use of the off-site construction activity area on the report.

Before receiving approval or use of borrow areas, obtain written clearance from the engineer concerning compliance with the Federal Endangered Species Act as specified in 7-1.4 and Section 4(f) of the USDOT Act as specified in Section 7-1.7.

The Department will adjust Contract Time in accordance with 8-7 for any suspension of operations required to comply with this Article. The Department will not accept any monetary claims due to delays or loss of off-site construction activity areas.

Except where the plans specifically call for the use of a particular borrow or dredging area, the Contractor may substitute borrow or dredging areas of his own choosing provided: (1) the Engineer determines the materials from such areas meet the Department's standards and other requirements for stability for use in the particular sections of the work in which it is to be placed, and (2) the Contractor absorbs any increase in hauling or other costs.

Before using any borrow material from any substitute areas, obtain the Engineer's approval, in writing, for the use of the particular areas, and, where applicable, ensure that the Engineer has cross-sectioned the surface. Upon such written approval by the Engineer, consider the substitute areas as designated borrow areas.

When furnishing the dredging or borrow areas, supply the Department with evidence that the necessary permits, rights, or waivers for the use of such areas have been secured.

Do not excavate any part of a Contractor furnished borrow area which is less than 300 feet [90 m] from the right-of-way of the project or any State Road until the Engineer has approved a plan for landscaping and restoring the disturbed area. Perform this landscaping and land restoration at no expense to the Department, prior to final acceptance of the project. Do not provide a borrow area closer than 25 feet [8 m] to the right-of-way of any state road. In Department furnished borrow pits, do not excavate material within 5 feet [1.5 m] of the adjacent property lines.

Upon completion of excavation, neatly shape, dress, grass, vegetate, landscape, and drain all exposed areas including haul roads, as necessary so as not to present an objectionable appearance.

Meet the requirements of Section 104 when furnishing borrow areas, regardless of location.

120-6.3 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Department, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.5 Authorization for Use of Borrow: When the item of Borrow Excavation is included in the Contract, use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-7 Materials for Embankment.

120-7.1 Use of Materials Excavated From the Roadway and Appurtenances: Be responsible for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-7.2 General Requirements for Embankment Materials: Construct embankments of acceptable material including broken portland cement concrete pavement and portland cement concrete rubble, but containing no muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed. Remove and waste material designated as undesirable. Use material in embankment construction in accordance with plan details or as the Engineer directs.

Complete the embankment using maximum particle sizes as follows:

In top 12 inches [300 mm]: 3 1/2 inches [90 mm] (in any dimension).

12 to 24 inches [300 to 600 mm]: 6 inches [150 mm] (in any dimension).

In the depth below 24 inches [600 mm]: not to exceed 12 inches [300 mm] (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, the Contractor may place larger rocks (not to exceed 18 inches [450 mm] in any dimension) outside the two to one slope and at least 4 feet [1.2 m] or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Compact grassed embankment areas in accordance with 120-9.2.6.

Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches [90 mm] in diameter within 3 feet [1.0 m] of the location of any end-bent piling.

120-7.3 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-8 Embankment Construction.

120-8.1 General: Construct embankments in sections of not less than 300 feet [90 m] in length or for the full length of the embankment.

120-8.2 Dry Fill Method:

120-8.2.1 General: Except as provided below for material placed on unstable ground and for materials used for flattening slopes, construct embankments in successive layers of not more than 8 inches [200 mm] in thickness, measured loose, for the full width of the embankment. However, the Contractor may construct embankments in successive layers of not more than 12 inches [300 mm] compacted thickness, if he can demonstrate with field tests that he has compacting equipment sufficient to achieve density required by 120-9.2 for the full depth of a thicker lift, and if the compactive effort is approved by the Engineer. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer will base his approval on the results of a test section the Contractor constructed using his specified compactive effort. Construct the test section with a minimum length of 300 feet [90 m], full width, and a maximum length of 1,000 feet [300 m].

Once approved, if there is a change in soil classification of the embankment materials, construct a new test section. Do not change the compactive effort once a test section is approved.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 8 inch [200 mm] loose lifts whenever it is determined that satisfactory results are not being achieved.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-8.2.1.1 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-8.2.2.

120-8.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-8.2.1 and 120-8.2.3.

120-8.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-8.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately two to one), place such material in layers of not more than 18 inches [450 mm] in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch [450 mm] layers.

120-8.3 Hydraulic Method:

120-8.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is rehandled, or moved and placed in its final position by any other method, as specified in 120-8.2. The Contractor may use baffles or any form of construction he may select provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-8.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-8.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet [60 m] of the toe of the proposed embankment.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-9.2 Compaction of Embankments:

120-9.2.1 Density Requirements: Except for embankment constructed by the hydraulic method as specified in 120-8.3 and for the material placed outside the standard

minimum slope as specified in 120-8.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to a density of at least 100% of the maximum density as determined by AASHTO T 99, Method C. Uniformly compact each layer, using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.2 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches [300 mm] (as provided in 120-8.2.2), compact the top 6 inches [150 mm] (compacted thickness) of such layer to the density as specified in 120-9.2.1.

120-9.2.3 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups (see Florida Sampling and Testing Methods, M145), as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi [1.7 MPa] on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch [25 mm]. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.4 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-9.2.5 Compaction of Grassed Shoulder Areas: For the upper 6 inches [150 mm] layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-9.2.6 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches [150 mm] for the subsequent seeding or planting operations.

120-9.3 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of 125-8.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of 125-8.

120-9.4 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade area (as defined in 1-3) in both cuts and fills to the density specified in 120-9.2.1. Do not apply density requirements where constructing narrow widening strips 4 feet [1.2 m] or less on undisturbed soil.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet [1 m] wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair, at no expense to the Department, except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Perform maintenance and protection of earthwork construction in accordance with Section 104.

Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 Construction.

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot [90 mm] above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot [30 mm] of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot [30 mm] above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot [90 mm] from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 Method of Measurement.

120-12.1 General: When payment for excavation is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards [cubic meters], calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer, unless otherwise specified under the provisions for individual items.

Where Subsoil Excavation extends outside the lines shown in the plans or authorized by the Engineer including allowable tolerances, and the space is backfilled with material obtained in additional authorized roadway or borrow excavation, the net fill, plus shrinkage allowance, will be deducted from the quantity of Roadway Excavation or Borrow Excavation to be paid for, as applicable.

The quantity of all material washed, blown, or placed beyond the authorized roadway cross-section will be determined by the Engineer and will be deducted from the quantity of Roadway Excavation or Borrow Excavation to be paid for, as applicable.

Subsoil Excavation that extends outside the lines shown in the plans or authorized by the Engineer including allowable tolerances will be deducted from the quantity to be paid for as Subsoil Excavation.

120-12.2 Roadway Excavation: The measurement will include only the net volume of material excavated between the original ground surface and the surface of the completed earthwork, except that the measurement will also include all unavoidable slides which may occur in connection with excavation classified as Roadway Excavation.

The pay quantity will be the plan quantity provided that the excavation was accomplished in substantial compliance with the plan dimensions and subject to the provisions of 9-3.2 and 9-3.4. On designated 3-R Projects, Regular Excavation will be paid for at the Contract lump sum price provided that the excavation was accomplished in substantial compliance with the plan dimension.

120-12.3 Borrow Excavation: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. If measurement is made in vehicles, level the material to facilitate accurate measurement.

Unsuitable material excavated from borrow pits where truck measurement is provided for and from any borrow pits furnished by the Contractor, will not be included in the quantity of excavation to be paid for.

120-12.4 Lateral Ditch Excavation: The measurement will include only material excavated within the lines and grades indicated in the plans or as directed by the Engineer. The measurement will include the full station-to-station length shown in the plans or directed by the Engineer and acceptably completed. Excavation included for payment under Section 125 will not be included in this measurement.

The pay quantity will be the plan quantity provided that the excavation was accomplished in substantial compliance with the plan dimensions and subject to the provisions of 9-3.2 and 9-3.4.

120-12.5 Channel Excavation: The measurement will include only material excavated within the lines and grades indicated in the plans or in accordance with authorized plan changes.

The measurement will include the full station-to-station length shown in the plans including any authorized changes thereto.

If shoaling occurs subsequent to excavation of a channel and the Engineer authorized the shoaled material to remain in place, the volume of any such material remaining within the limits of channel excavation shown in the plans will be deducted from the measured quantity of Channel Excavation.

120-12.6 Subsoil Excavation: The measurement will include only material excavated within the lines and grades indicated in the plans (including the tolerance permitted therefore) or as directed by the Engineer.

When no item for Subsoil Excavation is shown in the proposal but Subsoil Excavation is subsequently determined to be necessary, such unanticipated Subsoil Excavation will be paid for as provided in 4-4.

120-12.7 Embankment: The quantity will be at the plan quantity.

Where payment for embankment is not to be included in the payment for the excavation, and is to be paid for on a cubic yard [cubic meter] basis for the item of Embankment, the plan quantities to be paid for will be calculated by the method of average end areas unless the Engineer determines that another method of calculation will provide a more accurate result. The measurement will include only material actually placed above the original ground line, within the lines and grades indicated in the plans or directed by the Engineer. The length used in the computations will be the station-to-station length actually constructed. The original ground line used in the computations will be as determined prior to placing of embankment subject to the provisions of 9-3.2, and no allowance will be made for subsidence of material below the surface of the original ground.

If there are authorized changes in plan dimensions or if errors in plan quantities are detected, plan quantity will be adjusted as provided in 9-3.2.

Where the work includes excavation of unsuitable material below the finished grading template or original ground line, whichever is lower as defined in 120-2.3, the original ground line is defined as the surface prior to beginning excavation, except that this surface is not outside the permissible tolerance of lines and grades for Subsoil Excavation as indicated in the plans or as directed by the Engineer. Any overrun or underrun of plan quantity for Subsoil Excavation which results in a corresponding increase or decrease in embankment will be considered as an authorized plan change for adjustment purposes as defined in 9-3.2.2.

No payment will be made for embankment material used to replace unsuitable material excavated beyond the lines and grades shown in the plans or ordered by the Engineer.

In no case will payment be made for material allowed to run out of the embankment on a flatter slope than indicated on the cross-section. The Contractor shall make his own estimate on the volume of material actually required to obtain the pay section.

120-13 Basis of Payment.

120-13.1 General: Prices and payments for the various work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; maintaining and protecting the complete earthwork; and hauling.

The Department will not allow extra compensation for any rehandling of materials.

The Department will compensate for the cost of grassing or other permanent erosion control measures directed by the Engineer as provided in the Contract for similar items of roadway work.

120-13.2 Excavation:

120-13.2.1 Items of Payment: When no classification of material is indicated in the plans, and bids are taken only on Regular Excavation, the total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Regular Excavation.

When separate classifications of excavation are shown in the proposal, the quantities of each of the various classes of materials so shown will be paid for at the Contract unit prices per cubic yard [cubic meter] for Regular Excavation, Lateral Ditch Excavation, Subsoil Excavation, and Channel Excavation, as applicable, and any of such classifications not so shown will be included under the item of Regular Excavation (except that if there is a classification for Lateral Ditch Excavation shown and there is no classification for Channel Excavation, any channel excavation will be included under the item of Lateral Ditch Excavation). As an exception, on designated Projects, Regular Excavation will be paid for at the Contract lump sum price.

120-13.2.2 Basic Work Included in Payments: Prices and payments will be full compensation for all work described under this Section, except for any excavation, or embankment which is specified to be included for payment under other items. Such prices and payments will include hauling; any rehandling that may be necessary to accomplish final disposal as shown in the plans; the dressing of shoulders, ditches and slopes; removal of trash, vegetation, etc., from the previously graded roadway where no item for clearing and grubbing is shown in the plans; and compacting as required.

120-13.2.3 Additional Depth of Subsoil Excavation: Where Subsoil Excavation is made to a depth of 0 to 5 feet [0 to 1.5 m] below the depth shown on the Contract plans, such excavation will be paid for at the unit price bid.

Where Subsoil Excavation is made to a depth greater than 5 feet [1.5 m], and up to 15 feet [4.5 m], deeper than the depth shown on the Contract plans, such excavation will be paid for at the unit price bid plus 25% of such unit price. Additional extra depth, more than 15 feet [4.5 m] below such plan depth, will be considered as a change in the character of the work and will be paid for as Unforeseeable Work.

Where no subsoil excavation is shown in a particular location on the original plans, payment for extra depth of subsoil will begin 5 feet [1.5 m] below the lowest elevation on the grading template.

120-13.2.4 Borrow Excavation: When the item of Borrow Excavation is included in the Contract, price and payment will also include the cost of furnishing the borrow areas and any necessary clearing and grubbing thereof, the removal of unsuitable material that it is necessary to excavate in order to obtain suitable borrow material, and also the costs incurred in complying with the provisions of 120-6.4.

120-13.2.5 Materials Excluded from Payment for the Excavation: No payment as excavation will be made for any excavation covered for payment under the item of Embankment.

No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer; except that, in the operations of roadway excavation, all slides and falls of insecure masses of material beyond the regular slopes and not due to lack of precaution on the part of the Contractor will be paid for at the Contract unit price for the material involved. The removal of slides and falls of material classified as Lateral Ditch Excavation or as Subsoil Excavation will not be paid for separately, but will be included in the Contract unit price for the pay quantity of these materials, measured as provided in 120-12.

120-13.3 Embankment:

120-13.3.1 General: Price and payment will be full compensation for all work specified in this Section, including all material for constructing the embankment; all excavating, dredging, pumping, placing and compacting of material for constructing the embankment complete; dressing of the surface of the roadway, maintenance and protection of the completed earthwork, and the removal of rubbish, vegetation, etc., from the roadway, where no clearing and grubbing of the area is specified in the plans. Also, such price and payment, in each case, will specifically include all costs of any roadway, lateral ditch, or channel excavation, unless such excavation is specifically shown to be paid for separately, regardless of whether the materials are utilized in the embankment.

120-13.3.2 Excluded Material: No payment will be made for the removal of muck or overburden from the dredging or borrow areas. No payment will be made for embankment material used to replace muck or other unsuitable material excavated beyond the lines and grades shown in the plans or ordered by the Engineer.

120-13.3.3 Clearing and Grubbing: No payment will be made for any clearing and grubbing of the borrow or dredging areas. Where no clearing and grubbing of such areas is specified in the plans, the cost of any necessary clearing and grubbing will be included in the Contract unit or lump sum price for Embankment.

120-13.3.4 Cost of Permits, Rights, and Waivers: Where the Contractor provides borrow or dredging areas of his own choosing, the cost of securing the necessary permits, rights or waivers will be included in the Contract price for Embankment.

120-13.4 Payment Items: Payment will be made under:

Item No.	120- 1-	Regular Excavation - per cubic yard.
Item No.	2120- 1-	Regular Excavation - per cubic meter.
Item No.	120- 2-	Borrow Excavation - per cubic yard.
Item No.	2120- 2-	Borrow Excavation - per cubic meter.
Item No.	120- 3-	Lateral Ditch Excavation - per cubic yard.
Item No.	2120- 3-	Lateral Ditch Excavation - per cubic meter.
Item No.	120- 4-	Subsoil Excavation - per cubic yard.
Item No.	2120- 4-	Subsoil Excavation - per cubic meter.

Item No. 120- 5-	Channel Excavation - per cubic yard.
Item No. 2120- 5-	Channel Excavation - per cubic meter.
Item No. 120- 6-	Embankment - per cubic yard.
Item No. 2120- 6-	Embankment - per cubic meter.
Item No. 120-71-	Regular Excavation (3-R Projects)- lump sum.
Item No. 2120-71-	Regular Excavation (3-R Projects)- lump sum.

STABILIZING (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION). (REV 01-00) (1-13)

SECTION 160
STABILIZING

160-1 Description.

Stabilize designated portions of the roadbed to provide a firm and unyielding subgrade, having the required bearing value specified in the plans. When specified in the plans, provide additional strengthening of the subbase by additional stabilizing of the upper portion of the previously stabilized subgrade, within the limits specified.

160-2 Stabilized Subgrade.

For stabilized subgrade, the Contractor may choose the type of material, Commercial or Local.

When the stabilizing is designated as Type B, the Engineer will determine compliance with the bearing value requirements by the Limerock Bearing Ratio (LBR) Method. If approved by the Engineer and only for materials requiring an LBR value of 40, the Engineer may omit Sections 6.0 and 6.1 of Florida Method of Test for Limerock Bearing Ratio (FM 5-515) and perform an Unsoaked LBR Test. The Engineer or the Contractor may request to use this method. If the Unsoaked LBR Test results in a failing test, then the Engineer will perform a standard Soaked LBR Test. When the stabilizing is designated as Type C, the Engineer will determine compliance by the Florida Soil Bearing Test.

The Contractor is responsible to make the finished roadbed section meet the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, the Department will make full payment for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing materials from other sources within the limits of the stabilizing.

After substantially completing the roadbed grading operations, determine the type and quantity (if any) of stabilizing material necessary for compliance with the bearing value requirements. Notify the Engineer of the approximate quantity to be added. Obtain the Engineer's approval for spreading and mixing-in of such quantity of materials to achieve uniformity and effectiveness.

The Engineer may allow, at no additional cost to the Department, the substitution of 6 inches [150 mm] of Granular Subbase meeting the requirements of Section 290, when 12 inches [300 mm] of Type B Stabilization requiring an LBR value of 40 is specified.

160-3 Stabilized Subbase.

When Stabilized Subbase is required, after the mixing operations for the stabilization of the entire subgrade limits, strengthen the upper portion of the subgrade, within the limits shown, by adding and mixing-in a loose depth of commercial stabilizing material as designated in the plans or as may be otherwise designated by the Engineer. Provide a minimum depth of spread 3 inches [75 mm] (loose measurement).

160-4 Materials.

160-4.1 Commercial and Local Materials: Meet the requirements of Section 914 for the particular type of stabilizing material to be used.

160-4.2 Use of Materials from Existing Base: When the use of materials from an existing base is required as all, or a portion, of the stabilizing additives, the Engineer will direct the location, placement, and distribution of such materials. Perform this work prior to the spreading of any additional commercial or local materials. Do not remove any section of existing base until the need for it in maintaining traffic is fulfilled.

The Engineer may direct the Contractor to use materials from an existing base in combination with either of the designated types of stabilizing.

160-5 Construction Methods.

160-5.1 General: Prior to the beginning of stabilizing operations, construct the area to be stabilized to an elevation such that, upon completion of stabilizing operations, the completed stabilized subgrade will conform to the lines, grades, and cross-section shown in the plans. Prior to spreading any additive stabilizing material, bring the surface of the roadbed to a plane approximately parallel to the plane of the proposed finished surface.

The Contractor may process the subgrade to be stabilized in one course, unless the equipment and methods being used do not provide the required uniformity, particle size limitation, compaction, and other desired results, in which case, the Engineer will direct that the processing be done in more than one course.

160-5.2 Application of Stabilizing Material: When additive stabilizing materials are required, spread the designated quantity uniformly over the area to be stabilized.

When materials from an existing base are to be used in the stabilizing at a particular location, place and spread all of such materials prior to the addition of other stabilizing additives.

Spread commercial stabilizing material by the use of mechanical material spreaders, except that where use of such equipment is not practicable, use other means of spreading, but only upon written approval of the proposed alternate method.

160-5.3 Mixing: Perform mixing using rotary tillers or other equipment meeting the approval of the Engineer. The Contractor may mix the materials in a plant of an approved type suitable for this work. Thoroughly mix the area to be stabilized throughout the entire depth and width of the stabilizing limits.

Perform the mixing operations, as specified, (either in place or in a plant) regardless of whether the existing soil, or any select soils placed within the limits of the stabilized sections, have the required bearing value without the addition of stabilizing materials.

As an exception to the above mixing requirements, where the subgrade is of rock, the Engineer may waive the mixing operations (and the work of stabilizing), and the Department will not pay for stabilization for such sections of the roadway.

160-5.4 Maximum Particle Size of Mixed Materials: At the completion of the mixing, ensure that the gradation of the material within the limits of the area being stabilized is such that 97% will pass a 3½ inch [90 mm] sieve and that the material does not have a plasticity index greater than eight or liquid limit greater than 30. Note that clay balls or lumps of clay size particles (2 microns or less) [(2 µm or less)] and therefore cannot be considered as individual particle sizes. Remove any materials not meeting the plasticity requirements from the stabilized area. The Contractor may break down or remove from the stabilized area materials not meeting the gradation requirements.

160-5.5 Compaction: Except where a stabilized subbase is also to be constructed (as specified in 160-6), after completing the mixing operations and satisfying the requirements for bearing value, uniformity, and particle size, compact the stabilized area in accordance with 160-8. Compact the materials at a moisture content permitting the specified compaction. If the moisture content of the material is improper for attaining the specified density, either add water or allow the material to dry until reaching the proper moisture content for the specified compaction.

160-5.6 Finish Grading: Shape the completed stabilized subgrade to conform with the finished lines,

grades, and cross-section indicated in the plans. Check the subgrade using elevation stakes or other means approved by the Engineer.

160-5.7 Requirements for Condition of Completed Subgrade: After completing the stabilizing and compacting operations, ensure that the subgrade is firm and substantially unyielding to the extent that it will support construction equipment and will have the bearing value required by the plans.

Remove all soft and yielding material, and any other portions of the subgrade which will not compact readily, and replace it with suitable material so that the whole subgrade is brought to line and grade, with proper allowance for subsequent compaction.

160-5.8 Maintenance of Completed Subgrade: After completing the subgrade as specified above, maintain it free from ruts, depressions, and any damage resulting from the hauling or handling of materials, equipment, tools, etc. The Contractor is responsible for maintaining the required density until the subsequent base or pavement is in place including any repairs, replacement, etc., of curb and gutter, sidewalk, etc., which might become necessary in order to recompact the subgrade in the event of underwash or other damage occurring to the previously compacted subgrade. Perform any such recompaction at no expense to the Department. Construct and maintain ditches and drains along the completed subgrade section.

160-6 Stabilized Subbase (Additional Strengthening of Upper Portion).

When a stabilized subbase is to be constructed in conjunction with the stabilization operations, after the mixing of the stabilization area as specified in 160-5.3, and determination that the bearing value requirements specified in 160-7 have been met, shape the area over which the stabilized subbase is to be constructed as provided in 160-5.1, and compact it sufficiently to provide a firm surface for the operations to follow. Spread the amount of commercial stabilizing material specified in 160-3 for this operation, in accordance with 160-5.2, and mix it to the depth indicated in the plans, in accordance with 160-5.3. Allow a tolerance of 1 inch [25 mm] in excess of the plan depth in this mixing. The Engineer will not perform any additional tests for bearing value after the mixing of materials for the Stabilized Subbase.

Compact and finish grading, as specified in 160-5.5 and 160-5.6, and meet the provisions of 160-5.4, 160-5.7, and 160-5.8 for this work.

When commercial materials are used as the stabilizing additives for the initial subgrade stabilization, the Engineer may eliminate the work of Stabilized Subbase, either entirely or in designated sections of the overall limits for this work as may be specified in the plans.

160-7 Bearing Value Requirements.

160-7.1 General: The Engineer will obtain and test bearing value samples at completion of satisfactory mixing of the stabilized area. For any area where the bearing value obtained is deficient from the value indicated in the plans, in excess of the tolerances established herein, spread and mix additional stabilizing material in accordance with 160-5.3. Perform this reprocessing for the full width of the roadway being stabilized and longitudinally for a distance of 50 feet [15 m] beyond the limits of the area in which the bearing value is deficient.

The Contractor shall make his own determination of the quantity of additional stabilizing material to be used in reprocessing.

160-7.2 Tolerances in Bearing Value Requirements: Use the following undertolerances from the specified bearing value, as based on tests performed on samples obtained after completing mixing operations:

Specified Bearing Value	Undertolerance
LBR 40	5.0
LBR 35	4.0
LBR 30 (and under)	2.5
All Florida Bearing Values	5.0

The following unsoaked bearing value requirement is based on tests performed on samples obtained after completing mixing operations:

Specified Bearing Value	Unsoaked Bearing Value Required	Undertolerance
LBR 40	LBR 43	0.0

160-8 Density Requirements.

160-8.1 General: Within the entire limits of the width and depth of the areas to be stabilized, other than as provided in 160-8.2, obtain a minimum density at any location of 98% of the maximum density as determined by AASHTO T 180. When bearing value determinations are made by the Florida Soil Bearing Test, the Engineer will use Test Method C of AASHTO T 180, and, when bearing value determinations are made by the Limerock Bearing Ratio Method, the Engineer will use Test Method D of AASHTO T 180 (as modified by the Department's Research Bulletin 22-B, Revised April, 1972).

160-8.2 Exceptions to Density Requirements: The Contractor need not obtain the minimum density specified in 160-8.1 if within the following limits:

(a) The width and depth of areas which are to be subsequently incorporated into a base course under the same contract.

(b) The upper 6 inches [150 mm] of areas to be grassed under the same contract.

Compact these areas to a reasonably firm condition as directed by the Engineer.

160-9 Method of Measurement.

160-9.1 Type B Stabilization and Type C Stabilization: The quantity to be paid for will be the plan quantity, in square yards [square meters], completed and accepted.

160-9.2 Stabilized Subbase: The quantity to be paid for will be the area, in square yards [square meters], completed and accepted.

160-9.3 Commercial Stabilizing Material: The quantity to be paid for separately will be determined by measurement, loose volumes, in truck bodies, at the point of unloading.

160-10 Basis of Payment.

160-10.1 Type B Stabilization and Type C Stabilization: Price and payment will constitute full compensation for all work specified in this Section applicable to these types of Stabilization, including furnishing and spreading of all stabilizing material required and any reprocessing of stabilization areas necessary to attain the specified bearing value.

160-10.2 Stabilized Subbase: Price and payment will constitute full compensation for the work of incorporating the additional commercial stabilizing material into the designated subbase area.

160-10.3 Commercial Stabilizing Material: Price and payment will be full compensation for furnishing and spreading commercial stabilizing material.

No separate payment will be made for any commercial stabilizing material which the Contractor may elect to use in Type B or Type C Stabilization.

No separate payment will be made for the work of using materials from an existing base, in the stabilizing section.

160-10.4 General: The above prices and payments will constitute full compensation for all work and materials specified in this Section, specifically including all costs of the processing and incorporation of existing base materials into the proposed stabilization area when such work is required by the plans.

If the item of Borrow Excavation is included in the Contract, any stabilizing materials obtained from designated borrow areas will be included in the pay quantity for Borrow Excavation.

160-10.5 Payment Items: Payment will be made under:

Item No. 160- 3- Commercial Stabilizing Material - per cubic yard.
Item No. 2160- 3- Commercial Stabilizing Material - per cubic meter.
Item No. 160- 4- Type B Stabilization - per square yard.
Item No. 2160- 4- Type B Stabilization - per square meter.
Item No. 160- 5- Type C Stabilization - per square yard.
Item No. 2160- 5- Type C Stabilization - per square meter.
Item No. 160- 6- Stabilized Subbase - per square yard.
Item No. 2160- 6- Stabilized Subbase - per square meter.

STABILIZED SUBBASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 01-00) (1-13)

SECTION 180
STABILIZED SUBBASE

180-1 Description.

Construct a Stabilized Subbase composed of roadbed soil stabilized with commercial stabilizing material.

180-2 Stabilizing Material.

Use commercial stabilizing material meeting the requirements of 914-3.1 for roadbed construction, as amended herein.

180-3 Preparation of Roadbed and Rate of Spread for Stabilizing Material.

Before beginning stabilizing operations, complete the area to be stabilized to a grade and typical cross-section parallel to the finished elevation of the stabilized subbase. Dispose of surplus excavated materials resulting from this work as set forth in 120-5.

As an exception to the above, if the typical section does not include curb and gutter construction, the Engineer will authorize raising the finished stabilized subbase elevation to allow for excess bulking caused by adding commercial stabilizing material. Raise the overlying base and pavement course a corresponding distance. The pay quantity for Embankment will not be adjusted when the finished elevation of the completed roadway is raised in accordance with the above.

When the commercial stabilizing material to be used is known, the Engineer will determine the rate of spread from laboratory tests of blends of roadway material sampled after roadbed grading operations are completed to the approximate elevation of the finished subbase over a substantial section of the project. The Engineer will verify the rate of spread as to field performance using test sections described below.

Approximately 30 days before beginning stabilized subbase operations, construct a trial section approximately 1,000 feet [300 m] in length using the commercial stabilizing material selected for project use. The Engineer will designate the rate of spread of commercial stabilizing material for the trial section. The rate within the trial section may vary to provide up to four subsections. During the 30 day period, the Engineer will evaluate the test section based on

appropriate sampling, testing and observation of the subbase's capability to remain firm and unyielding when subjected to construction equipment loading.

If soil characteristics in the upper portion of the roadway vary significantly between project sections or if the commercial stabilizing material is from more than one source, the Engineer will require construction of additional trial sections.

Schedule operations to allow time for evaluation of the trial section.

180-4 Incorporation of Stabilizing Material and Mixing-In.

180-4.1 Spreading and Mixing: Place the stabilizing material on areas to be stabilized and spread uniformly to the loose depth shown in the plans or ordered by the Engineer. Use mechanical material spreaders, unless the Engineer approves other means of controlling the spread. Mix the stabilizing material thoroughly with the soil using rotary tillers or other approved equipment capable of achieving a satisfactory blend. Mix as soon as practicable but no later than one week after placing the stabilizing material. Thoroughly mix the area throughout the entire depth and width of the stabilized subbase.

180-4.2 Maximum Particle Size of Mixed Materials: After mixing, all material particles within the stabilized subbase limits shall pass a 3 1/2 inch [90 mm] sieve. Remove particles not meeting this requirement or break them down to meet this requirement.

180-4.3 Plant Mixing: Provided that a uniform mixture containing the proper amount of water is achieved, a central plant mix method may be used for soil mixing instead of mixing in place.

180-4.4 Depth of Mixing Stabilizing Material: Mix the stabilizing material to the nominal depth shown in the plans. The following tolerances over or under the specified depth will be allowed:

Plan Depth	Tolerance
8 inches [200 mm] or less	1 inch [25 mm]
Over 8 inches [200 mm]	2 inches [50 mm]

If the measured mixing depth is less than the minimum specified above, remix the stabilized subbase until the stabilizing material is distributed throughout the subbase course to the required depth.

Where the measured mixing depth exceeds the maximum specified, add 1 inch [25 mm] of stabilizing material (loose measure) for each 1 inch [25 mm] exceeding the allowable depth (but in no case less than 1 inch [25 mm] of material) in the top 6 inches [150 mm] of the subbase. Work or materials to correct the above deficiency will be at no expense to the Department.

The Engineer may waive the above remixing requirements or adding stabilizing material and remixing for Stabilized Subbase that serves solely as a working platform for concrete paving equipment, if the original subbase is firm and substantially unyielding.

180-5 Compaction.

Shape and compact the subbase after the mixing operations are complete. The minimum density acceptable is 98% of the maximum density determined by AASHTO T 180. Use Test Method D of AASHTO T 180 (as modified by the Department's Research Bulletin 22-B, Revised April, 1972). The specified density is not required in the upper 6 inches [150 mm] of areas to be grassed.

The Engineer may waive the density requirement for Stabilized Subbase that serves solely as a working platform for concrete paving equipment, if the subbase as compacted is firm and substantially unyielding.

Compact the materials at a moisture content to allow the specified density be attained. Add water or allow the material to dry to achieve the proper moisture content for adequate compaction.

180-6 Finish Grading.

180-6.1 General: Shape the completed stabilized subbase to conform with the finished lines, grades and cross section indicated in the plans. Check the subbase by using elevation stakes, or other means approved by the Engineer.

Do not dispose of surplus excavated materials on shoulders to be grassed or sodded.

180-6.2 Working Platforms for Econocrete Base on Through Lanes: Immediately prior to placing of roadway Econocrete Base, trim the subbase with an automatically controlled subgrade trimming machine, as specified in 350-3.2, to a tolerance of 1/8 inch [3 mm] above or below true grade as established by the taut line set for vertical control of the machine. Trim across the entire width to be paved in each pass of the paving train (including the area on which the slipform paver tracks will operate) in a single pass. The Engineer will check the area of the subbase where the slipform paver tracks will operate for proper elevation by measuring from a stringline stretched across the taut lines placed for vertical control of the subgrade trimming machine. Provide labor necessary to assist in taking such measurements.

180-7 Requirements for Condition of Completed Subbase.

After the stabilizing and compacting operations, ensure that the subbase is firm and substantially unyielding to support construction equipment.

Remove and replace with a suitable material, all soft and yielding material, and any other portions of the subbase that will not compact readily. Bring the whole subbase to line and grade, with proper allowance for subsequent compaction.

180-8 Maintenance of Completed Subbase.

Maintain the completed subbase free from ruts, depressions and any damage resulting from the hauling or handling of materials, equipment, tools, etc. Maintain the required density until the subsequent base is in place. Recompaction will be at no expense to the Department.

180-9 Method of Measurement.

The quantity to be paid for will (1) be plan quantity, in square yards [square meters] of stabilized subbase, completed and accepted, and (2) the volume in cubic yards [cubic meters] of commercial stabilizing material, applied on the road and accepted.

The quantity of Commercial Stabilizing Material will be determined by measurement in a loose condition, leveled in truck bodies at the placement location.

180-10 Basis of Payment.

Prices and payments will be full compensation for all the work in this Section including furnishing, hauling, placing and spreading all stabilizing material, and mixing, compacting, finishing and maintaining the subbase. The costs of necessary excavation below the finished grade of the subbase to place the stabilizing material, and the disposal of all surplus excavation, will also be included.

No additional compensation will be made for any of the work or material required to correct over or under depth mixing as specified in 180-4.4.

Payment shall be made under:

Item No. 180- 70-	Stabilized Subbase (12 inches) - per square yard.
Item No. 2180- 70-	Stabilized Subbase (300 mm) - per square meter.
Item No. 180- 71-	Commercial Stabilizing Material (Special) - per cubic yard.
Item No. 2180- 71-	Commercial Stabilizing Material (Special) - per cubic meter.

LIMEROCK BASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 01-00) (1-13)

SECTION 200
LIMEROCK BASE

200-1 Description.

Construct a base composed of limerock.

200-2 Materials.

Meet the requirements of Section 911. The Contractor may use more than one source of limerock on a single Contract provided that a single source is used throughout the entire width and depth of a section of base. Obtain approval from the Engineer before placing material from more than one source. Place material to ensure total thickness single source integrity at any station location of the base. Intermittent placement or Blending of sources is not permitted. Limerock may be referred to hereinafter as "rock".

Do not use any of the existing limerock base that is removed to construct the new limerock base.

200-3 Equipment.

Use mechanical rock spreaders, equipped with a device that strikes off the rock uniformly to laying thickness, capable of producing even distribution. For crossovers, intersections and ramp areas; roadway widths of 20 feet [6 m] or less; the main roadway area when forms are used and any other areas where the

use of a mechanical spreader is not practicable; the Contractor may spread the rock using bulldozers or blade graders.

200-4 Transporting Limerock.

Transport the limerock to its point of use, over rock previously placed, if practicable, and dump it on the end of the preceding spread. Hauling and dumping on the subgrade will be permitted only when, in the Engineer's opinion, these operations will not be detrimental to the subgrade.

200-5 Spreading Limerock.

200-5.1 Method of Spreading: Spread the rock uniformly. Remove all segregated areas of fine or coarse rock and replace them with properly graded rock.

200-5.2 Number of Courses: When the specified compacted thickness of the base is greater than 6 inches [150 mm], construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches [75 mm]. The thickness of the first course may be increased to bear the weight of the construction equipment without disturbing the subgrade.

If, through field tests, the Contractor can demonstrate that the compaction equipment can achieve density for the full depth of a thicker lift, and if approved by the Engineer, the base may be constructed in successive courses of not more than 8 inches [200 mm] compacted thickness.

The Engineer□s approval will be based on results of a test section constructed using the Contractor□s specified compactive effort. Approval requires the compactive effort pass a minimum of five density tests with no failing tests. Construct a test section between 300 feet [90 m] and 1,000 feet [300 m] in length, full width. At each test site, the bottom 6 inches [150 mm] must be tested and pass. Remove the materials above the bottom 6 inches [150 mm], at no expense to the Department. The minimum density required on the thicker lift will be the average of the five results obtained on the thick lift in the passing test section. Maintain the exposed surface as close to □undisturbed□ as possible; no further compaction will be permitted during the test preparation. If unable to achieve the required density, remove and replace or repair the test section to comply with the specifications at no additional expense to the Department.

Once approved, a change in the source of base material will require the construction of a new test section. The compactive effort will not be allowed to change once the test section is approved. The Engineer will periodically verify the density of the bottom 6 inches [150 mm] during thick lift operations.

The Department may terminate the use of thick lift construction and have the Contractor revert to the 6 inch [150 mm] maximum lift thickness if satisfactory results are not being achieved.

200-5.3 Limerock Base for Shoulder Pavement: Unless otherwise permitted, complete all limerock base shoulder construction at any particular location before placing the final course of pavement on the traveled roadway. When dumping material for the construction of a limerock base on the shoulders, do not allow material capable of scarring or contaminating the pavement surface on the adjacent pavement. Immediately sweep off any limerock material that is deposited on the surface course.

200-6 Compacting and Finishing Base.

200-6.1 General:

200-6.1.1 Single Course Base: After spreading, scarify the entire surface, then shape the base to produce the required grade and cross-section after compaction.

200-6.1.2 Multiple Course Base: Clean the first course of foreign material, then blade and bring it to a surface cross-section approximately parallel to the finished base. Before spreading any material for the upper courses, allow the Engineer to make density tests for the lower courses to determine that the required compaction has been obtained. After spreading the material for the top course, finish and shape its surface to produce the required grade and cross-section, free of scabs and laminations, after compaction.

200-6.2 Moisture Content: When the material does not have the proper moisture content to ensure the required density, wet or dry it as required. When adding water, uniformly mix it in by disking to the full depth of the course that is being compacted. During wetting or drying operations, manipulate, as a unit, the

entire width and depth of the course that is being compacted.

200-6.3 Density Requirements: When proper moisture conditions are attained, compact the material to not less than 98% of maximum density determined by AASHTO T 180.

Compact the limerock base for shoulder pavement to not less than 95% of the maximum density determined under AASHTO T 180.

200-6.4 Density Tests: The Engineer will perform at least three density determinations on each day's final compaction operations on each course, and at more frequent intervals, if deemed necessary.

During final compacting operations, blade any areas necessary to obtain the true grade and cross-section before making the Engineer the density tests on the finished base.

200-6.5 Correction of Defects:

200-6.5.1 Contamination of Base Material: If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact as specified above. Perform this work at no expense to the Department.

200-6.5.2 Cracks and Checks: If cracks or checks appear in the base, either before or after priming, which, in the opinion of the Engineer, would impair the structural efficiency of the base, remove the cracks or checks by rescarifying, reshaping, adding base material where necessary, and recompacting.

200-6.6 Compaction of Widening Strips: Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compact the base using vibratory compactors, trench rollers or other special equipment which will achieve the density requirements specified herein.

When multiple course base construction is required, compact each course prior to spreading material for the overlaying course.

200-7 Testing Surface.

Check the finished surface of the base course with a template cut to the required crown and with a 15 foot [4.572 m] straightedge laid parallel to the centerline of the road. Correct all irregularities greater than ¼ inch [6 mm] to the satisfaction of the Engineer by scarifying and removing or adding rock as required, and recompact the entire area as specified hereinbefore.

200-8 Priming and Maintaining.

200-8.1 Priming: Apply the prime coat only when the base meets the specified density requirements and when the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material. At the time of priming, ensure that the base is firm, unyielding and in such condition that no undue distortion will occur.

200-8.2 Maintaining: Maintain the true crown and template, with no rutting or other distortion, while applying the surface course.

200-9 Thickness Requirements.

Meet the requirements of 285-6.

200-10 Calculations for Average Thickness of Base.

Calculations for determining the average thickness of base will be made in accordance with 285-7.

200-11 Method of Measurement.

200-11.1 General: The quantity to be paid for will be the plan quantity, adjusted as specified below.

200-11.2 Authorized Normal Thickness Base: The surface area of authorized normal thickness base to be adjusted will be the plan quantity as specified above, omitting any areas not allowed for payment under the provisions of 200-9 and omitting areas which are to be included for payment under 200-11.3. The adjustment shall be made by adding or deducting, as appropriate, the area of base represented by the difference between the calculated average thickness, determined as provided in 200-10, and the specified normal thickness, converted to equivalent square yards [square meters] of normal thickness base.

200-11.3 Authorized Variable Thickness Base: Where the base is constructed to a compacted thickness other than the normal thickness as shown on the typical section in the plans, as specified on the plans or ordered by the Engineer for providing additional depths at culverts or bridges, or for providing transitions to connecting pavements, the volume of such authorized variable thickness compacted base will be calculated from authorized lines and grades, or by other methods selected by the Engineer, converted to equivalent square yards [square meters] of normal thickness base for payment.

200-12 Basis of Payment.

Price and payment will be full compensation for all the work specified in this Section, including correcting all defective surface and deficient thickness, removing cracks and checks as provided in 200-6.5.2, and the additional limerock required for crack elimination.

Prime coat will be paid for under Section 300.

Payment shall be made under:

Item No. 285-7- Optional Base - per square yard.
Item No. 2285-7- Optional Base - per square meter.

ASPHALT BASE COURSES (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 01-01-2000) (1-13)

SECTION 280
ASPHALT BASE COURSES

280-1 Description.

Construct asphalt base courses, and meet the specific requirements for base widening construction.

The Engineer will accept work on a LOT to LOT basis in accordance with the applicable requirements of Section 331. The Engineer will determine the size of the LOT as specified in 331-6 for the bituminous mixture accepted at the plant and as specified in 331-7 for the material accepted on the roadway.

Use mixes designated as Asphalt Base Course Type 1 (ABC-1), Asphalt Base Course Type 2 (ABC-2) and Asphalt Base Course Type 3 (ABC-3).

280-2 Materials.

280-2.1 Bituminous Material: Use Superpave PG Asphalt Binder or Recycling Agent meeting the requirements of 916-1.

280-2.2 Course Aggregates: Meet the requirements of Section 901.

280-2.3 Fine Aggregates: Meet the requirements of 335-2.2.

280-3 General Composition of the Mixes.

280-3.1 General: Meet the requirements of 332-3.1.

280-3.2 Grading Requirements: The mix design, as established by the Contractor and approved by the Department, shall be within the design ranges as specified in Table 331-1, for ABC-1, ABC-2, and ABC-3.

280-3.3 Stability: Meet the requirements of 332-3.3.2.

280-4 Job Mix Formula.

Meet the requirements of 332-3.3.1.

280-5 Contractor's Quality Control.

Meet the requirements of 332-3.4.

280-6 Acceptance of Mixture.

280-6.1 Acceptance at the Plant: The Engineer will accept the bituminous mixture at the plant with respect to gradation and asphalt content in accordance with the requirements of 331-6.

280-6.2 Acceptance on the Roadway: The Engineer will accept the bituminous mixture on the roadway with respect to compacted density in accordance with the applicable provisions of 331-7. Use the permissible variations from longitudinal and transverse grades as specified in 200-7.

280-6.3 Additional Tests: Meet the requirements of 331-6.4 for ABC-1, ABC-2, and ABC-3.

280-7 Plant, Methods, and Equipment.

Meet the plant, methods, and equipment requirements for asphalt base course construction as specified in Section 320, with the following modifications:

(a) Paving Equipment: The Engineer will not require mechanical spreading and finishing equipment for the construction of base widening strips less than 6 feet [1.8 m] in width.

(b) Compacting Equipment: For compaction in areas too restricted to accommodate the standard rollers, the Contractor may use vibratory rollers supplemented with trucks, motor graders, or other compaction equipment approved by the Engineer.

280-8 Construction Requirements.

280-8.1 General: Meet the construction requirements for asphalt base course construction as specified in Section 330, with the following modifications and specific requirements.

280-8.2 Limitations for Spreading: The Contractor may place the base mix on the subgrade when the air temperature is at least 40ºF [4ºC] and rising, provided the subgrade upon which the base mix is to be placed is not frozen or noticeably affected by frost. The Contractor

may place the base mix where he removed all such frozen or frost-affected material during excavation for the subgrade.

280-8.3 Preparation of Subgrade: Before placing the initial layer of base material, prepare and compact the subgrade as specified in 160-8. Do not apply this requirement to base widening strips that are not to be stabilized and where the underlying native material has not been disturbed.

280-8.4 Tacking Between Layers: Place a tack coat between each successive layer of base material. As an exception, the Engineer may authorize the elimination of the tack coat between successive layers when the Contractor has laid them on the same day and the initial layer has not become contaminated by sand, dust, etc. Place a tack coat on all asphalt base courses before placing the structural course.

280-8.5 Placing the Mixture:

280-8.5.1 Spreading and Finishing: Place the base course material with a mechanical spreading and finishing machine meeting the requirements as specified in 320-5. Prior to the placing of the surface course, the Engineer may require motor grader leveling to bring the base into conformance with the plan grades and cross-section. The Contractor may spread the first course of multiple course bases with a motor grader where the subgrade will not support the use of a mechanical spreader.

280-8.5.2 Automatic Screed Control: For all machine-laid courses, use a paver that is equipped with automatic screed control of the ski or traveling string line type. Use the automatic joint matcher on the top course of the base after the first pass with the paving machine.

280-8.5.3 Thickness of Layers: Ensure that the maximum compacted thickness of any layer of asphalt base course is 3 inches [75 mm].

280-8.6 Compacting the Mixture: Apply the requirements for compaction as specified in 330-10 to the compaction of asphalt base courses with these two exceptions:

1. For widening strips 3 feet [1 m] or less in width, the Engineer will not perform density testing for acceptance. The Contractor may apply the compactive efforts using a trench roller, motor grader tires, or any other heavy equipment that will effectively exert a compactive effort. Specify what equipment will be used and what compactive effort (coverage) will be furnished. Obtain the Engineer's approval before starting the operation.

2. For the initial layer of an asphalt base course placed on a soil subgrade, the Engineer will not perform any density determinations. Propose a rolling train and pattern for the approval of the Engineer. The Engineer will perform density determinations on all subsequent layers, and apply the provisions of 331-7.

280-9 Thickness Requirements.

Meet the requirements of 285-6.

280-10 Calculations for Average Thickness of Base.

Meet the requirements of 285-7.

280-11 Method of Measurement.

The quantity to be paid for will be the area, in square yards [square meters], of asphalt base course as specified in 285-8.

280-12 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section, including the tack coats required, bituminous material used in bituminous plant mix, also the applicable requirements of Sections 320 and 330.

Where the plans include a typical cross-section which requires the construction of an asphalt base only, the price adjustments for bituminous material provided for in 9-2.1.2 will apply to that typical cross-section.

For typical cross-sections which permit the use of asphalt or other base materials for construction of an optional base, price adjustments for the bituminous material as provided for in 9-2.1.2 will not apply.

Payment will be made under:

Item No.	285- 7-	Optional Base - per square yard.
Item No.	2285- 7-	Optional Base - per square meter.

TYPE S ASPHALT CONCRETE , QUALITY ASSURANCE AND ACCEPTANCE PROCEDURES (FOR LOCAL AGENCY USE - FDOT ARCHIVE SPECIFICATION). (REV 01-01-00) (1-13)

SECTION 331
TYPE S ASPHALT CONCRETE, QUALITY ASSURANCE AND ACCEPTANCE PROCEDURES

331-1 Description.

331-1.1 General: Construct a Type S Asphalt Concrete course (using the Quality Assurance acceptance system) using the type of mixture specified in the Contract, or when offered as alternates, as selected. If offered as alternates, meet the layer thickness criteria specified in 331-1.2. Type S mixes are identified as Type S-I, Type S-II, or Type S-III. The composition and physical test properties for all mixes including Type S Asphalt Concrete are shown in Tables 331-1 and 331-2. This Section establishes Acceptance Procedures for materials and work performed under Sections 280, 290, 331, 332, 333, 335, and 337.

Where Type S Asphalt Concrete is specified in the Contract, if approved by the Engineer, the equivalent fine Type SP Asphalt Concrete mixture (Traffic Level C) meeting the requirements of Section 334 may be selected as an alternate at no additional cost to the Department. The equivalent mixes are as follows:

Type S-I	Type SP-12.5
Type S-II	Type SP-19.0
Type S-III	Type SP-9.5

Meet the requirements for plant and equipment specified in Section 320. Meet the general construction requirements specified in Section 330.

Table 331-1
Bituminous Concrete Mixtures
(Gradation Design Range)

Type	Total Aggregate Passing Sieves[1]							
	3/4 inch [19.0 mm]	1/2 inch [12.5 mm]	3/8 inch [9.5 mm]	No. 4 [4.75 mm]	No. 10 [2.0 mm]	No. 40 [425 µm]	No. 80 [180 µm]	No. 200 [75 µm]
S-I[5]	100	88-98	75-93	47-75	31-53	19-35	7-21	2-6
S-II[2]	83-98	71-87	62-78	47-63	33-49	19-35	9-18	2-6
S-III[5]		100	88-98	60-90	40-70	20-45	10-30	2-6
Type II		100	90-100	80-100	55-90			2-12
Type III		100	80-100	65-100	40-75	20-45	10-30	2-10
SAHM		100						0-12
ABC-1		100						0-12
ABC-2		100			55-90			0-12
ABC-3[3]	70-100			30-70	20-60	10-40		2-10
FC-2[4]		100	85-100	10-40	4-12			2-5
FC-3[5]		100	88-98	60-90	40-70	20-45	10-30	2-6

[1] In inches [mm] or sieves [µm].
[2] 100% passing 1 1/4 inch [31.5 mm] sieve and 94 to 100% passing 1 inch [25.0 mm] sieve.
[3] 100% passing 1 1/2 inch [37.5 mm] sieve.
[4] The Engineer may increase the design range for the No. 10 [2.00 mm] sieve for lightweight aggregates.
[5] The Engineer may retain up to 1% on the maximum sieve size.

Table 331-2 Non SI Units
Marshall Design Properties For Bituminous Concrete Mixes

Mix Type	Minimum Marshall Stability (lbs.)	Flow** (0.01 in.)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)	VFA Voids Filled with Asphalt (%)
S-I	1,500*	8-13	14.5	4-5	***	65-75
S-II	1,500*	8-13	13.5	4-5	***	65-75
S-III	1,500*	8-13	15.5	4-6	***	65-75
Type II	500-750	7-15	18	5-16	6.0	-
Type III	750-1,000	7-15	15	5-12	5.5	-
SAHM	300-500	7-15	15	5-16	6.0	-
ABC-1	500	7-15	15	5-16	6.0	-
ABC-2	750	7-15	15	5-14	5.5	-

Table 331-2 Non SI Units Marshall Design Properties For Bituminous Concrete Mixes						
Mix Type	Minimum Marshall Stability (lbs.)	Flow** (0.01 in.)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)	VFA Voids Filled with Asphalt (%)
ABC-3	1,000	8-13	14	4-7	***	65-78
FC-2	-	-	-	-	-	-
FC-3	1,500	8-13	15.5	4-6	***	65-75

*The minimum Marshall Stability for Type S mixes used on limited access facilities (Interstate, Turnpike, and Expressways) shall be 1,800 lbs.
**The maximum Flow value during production shall not exceed one point more than shown in the Table.
***The ratio of the percentage by weight of total aggregate passing the No. 200 sieve to the effective asphalt content expressed as a percentage by weight of total mix shall be in the range of 0.6 to 1.2.

Table 331-2 SI Units Marshall Design Properties For Bituminous Concrete Mixes						
Mix Type	Minimum Marshall Stability (kN)	Flow** (mm)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)	VFA Voids Filled with Asphalt (%)
S-I	6.7*	2.0-3.3	14.5	4-5	***	65-75
S-II	6.7*	2.0-3.3	13.5	4-5	***	65-75
S-III	6.7*	2.0-3.3	15.5	4-6	***	65-75
Type II	2.2-3.3	1.8-3.8	18	5-16	6.0	-
Type III	3.3-4.4	1.8-3.8	15	5-12	5.5	-
SAHM	1.3-2.2	1.8-3.8	15	5-16	6.0	-
ABC-1	2.2	1.8-3.8	15	5-16	6.0	-
ABC-2	3.3	1.8-3.8	15	5-14	5.5	-
ABC-3	4.4	2.0-3.3	14	4-7	***	65-78
FC-2	-	-	-	-	-	-
FC-3	6.7	2.0-3.3	15.5	4-6	***	65-75

*The minimum Marshall Stability for Type S mixes used on limited access facilities (Interstate, Turnpike, and Expressways) shall be 8.0 kN.
**The maximum Flow value during production shall not exceed 0.25 mm more than shown in the Table.
***The ratio of the percentage by weight of total aggregate passing the 75µm sieve to the effective asphalt content expressed as a percentage by weight of total mix shall be in the range of 0.6 to 1.2.

The Engineer will accept the work on a LOT to LOT basis in accordance with the applicable requirements of Sections 5, 6, and 9. The size of the LOT will be as specified in 331-6 for the bituminous mixture produced at the plant and as stipulated in 331-7 for the material placed on the roadway.

331-1.2 Layer Thicknesses:

331-1.2.1 Structural Layers: The allowable layer thicknesses for Type S Asphalt Concrete mixtures used in structural and overbuild applications is as follows:

Type S-III... 3/4 – 1 1/4 inches [20 – 30 mm]
Type S-I .. 1 1/4 – 2 1/2 inches [30 – 60 mm]
Type S-II ..... 2 – 2 3/4 inches [50 – 70 mm]

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on Type S mixtures when used as a structural course:

Type S-III – Limited to the final (top) structural layer, one layer only.

Type S-I – May not be used in the first layer of courses over 3 1/2 inches [90 mm] thick, nor in the first layer of courses over 2 3/4 inches [70 mm] thick on limited access facilities.

Type S-II – May not be used in the final (top) structural layer.

331-1.2.2 Additional Requirements: The following requirements also apply to Type S Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch [40 mm] initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (✂5 feet [✂1.5 m] wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. All overbuild layers shall be Type S asphalt concrete. Use the minimum and maximum layer thicknesses as specified in 331-1.2.1 unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch [13 mm], and the maximum allowable thickness may be increased 1/2 inch [13 mm], unless shown differently in the plans. Other variations from these thicknesses must be approved by the Engineer.

331-2 Materials.

331-2.1 General Requirements: Meet the material requirements specified in Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent	916-1, 916-2
Mineral Filler	917-1, 917-2
Coarse Aggregate, Stone, Slag or Crushed Gravel	Section 901
Fine Aggegate	Section 902

Asphalt concrete mixes containing crushed gravel as coarse aggregate component must show no potential for stripping during laboratory testing for mix design verification.

Crushed Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable specifications.

331-2.2 Specific Requirements:

331-2.2.1 Condition of Aggregate: Use clean aggregate containing no deleterious substances. Do not use coarse or fine aggregate which contains more than 0.5% of phosphate.

331-2.2.2 Fine Aggregate and Mineral Filler: In laboratory tests, and for the purpose of proportioning the paving mixture, consider all material passing the No. 10 [2.00 mm] sieve and retained on the No. 200 [75 μm] sieve as fine aggregate, and the material passing the No. 200 [75 μm] sieve as mineral filler.

331-2.2.3 Screenings: Do not use any screenings in the combination of aggregates containing more than 15% of material passing the No. 200 [75 μm] sieve. When two screenings are blended to produce the screening component of the aggregate, one of such screenings may contain up to 18% of material passing the No. 200 [75 μm] sieve, as long as the combination of the two does not contain over 15% material passing the No. 200 [75 μm] sieve. Screenings may be washed to meet these requirements.

331-2.2.4 Use of Reclaimed Asphalt Pavement (RAP): Subject to certain requirements, Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture. Where the material is recovered from a FDOT project, the Composition of Existing pavement may be available on the Department's web site. The URL for obtaining this information, if available, is:
www11.myflorida.com/statematerialsoffice/Bituminous/CentralBitLab/AsphaltCompositions/Compositions.htm

RAP may be used as a component material of the bituminous mixture subject to the following:

1. Assume responsibility for the design of asphalt mixes which incorporate RAP as a component part.

2. Do not allow RAP to exceed 60% by weight of total aggregates for Asphalt Base Courses nor more than 50% by weight of total aggregates for Structural and Leveling Courses. Do not use RAP in Friction Courses.

3. Mount a grizzly or grid with openings of a sufficient size to prevent clogging of the cold feed over the RAP cold bin.

Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture.

If oversized RAP material appears in the completed recycled mix, cease plant operations and take appropriate corrective action.

4. Ensure that the RAP material as stockpiled is reasonably uniform in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

5. Ensure that the RAP has a minimum average asphalt content of 4% by weight of total mix. The Department reserves the right to sample the stockpile in order that this requirement is met.

When material milled from the project is used as a component of the asphalt mixture and a Composition of Existing Pavement is known, use the following procedures for obtaining representative samples for the mix design:

1. Cut ten 6-inch [150 mm] cores in area(s) approved by the Engineer. Fill the core holes immediately prior to opening to traffic.

2. Representative samples may also be obtained by milling the existing pavement to the full depth shown on the plans for pavement removal for a length of approximately 200 feet [60 m]. Immediately replace the pavement removed with the specified mix in the Contract.

3. Submit a request in writing to the Engineer for any variance from the above outlined methods of obtaining samples for mix designs.

When the RAP to be used as a component in a mix design is stockpiled from a previous DOT project and the Composition of Existing Pavement is known, design the mix and submit to the Department for verification.

When the composition of stockpiled RAP to be used as a component in a mix design is not known, design the mix as follows:

1. Submit a bag of RAP, composed of samples from several locations in the stockpile(s), to the Department at least four weeks prior to the planned start of mix design. The Engineer will run viscosities on the reclaimed asphalt pavement and furnish the information to the Contractor.

2. Run a minimum of six extraction gradation analyses of the RAP. Take the samples at random locations around the stockpile(s).

3. Request the Engineer to make a visual inspection of the stockpile(s) of RAP. Based on visual inspection, the Engineer will determine the suitability of the stockpiled materials.

4. When the proposed mix design is submitted to the Department for verification, submit the data from the extraction gradation analyses required above.

331-2.2.5 Binder for Mixes with RAP: Use a PG 67-22 where RAP is less than 20% by weight of total aggregate; use a PG 64-22 where RAP is 20% or greater but less than 30% by weight of total aggregate; use appropriate recycle agent where RAP is 30% or greater.

The Engineer reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to request reasonable changes during the production based on the requirements of 331-4.4.4.

331-2.2.6 Use of Recycled Crushed Glass: Recycled crushed glass may be used as a component of the bituminous mixture subject to the following:

1. Consider the recycled crushed glass a local material and meet all requirements specified in 902-6.

2. The percentage of recycled crushed glass in any bituminous mixture does not exceed 15% of the total aggregate weight.

3. The asphalt binder used with mixtures containing recycled crushed glass contains 0.5% anti-stripping agent from an approved source. The addition of the specified amount of anti-stripping agent must be certified by the supplier.

4. Test bituminous mixtures containing recycled crushed glass in accordance with AASHTO T 283 as part of the mix design approval. The minimum tensile strength ratio must not be less than 80%. An increase in the amount of anti-stripping agent may be necessary in order to meet this requirement.

5. Recycled crushed glass must not be used in friction course mixtures nor in structural course mixtures which are to be used as the final wearing course.

331-3 Permissible Variation for the Coarse Aggregate.

Size and uniformly grade or combine the aggregate or aggregates shipped to the job in such proportions that the resulting mixture meets the grading requirements of the mix design.

331-4 General Composition of Mixture.

331-4.1 General: Use a bituminous mixture composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and bituminous material. Ensure that not more than 20% by weight of the total aggregate used is silica sand or local materials as defined in Section 902. Consider the silica sand and local materials contained in any RAP material, if used in the mix, in this limitation. Size, grade and combine the several aggregate fractions in such proportions that the resulting mixture meets the grading and physical properties of the verified mix design.

RAP meeting the requirements of 331-2.2.4 may be approved as a substitution for a portion of the combination of aggregates, subject to all applicable specification requirements being met.

331-4.2 Grading Requirements: In all cases, use a mix design within the design ranges specified in Table 331-1.

331-4.3 Mix Design:

331-4.3.1 General: Prior to the production of any asphalt paving mixture, submit a mix design and representative samples of all component materials to the Department at least two weeks before the scheduled start of production. The Engineer will verify the mix design before use. Send a copy of the proposed mix design to the Engineer at the same time. (Open-graded mixes will be designed by the Engineer.) Furnish the following information:

1. The specific project on which the mixture will be used.

2. The source and description of the materials to be used.

3. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use.

4. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly No. 200 [75 μm]) should be accounted for and identified for the applicable sieves.

5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%. For structural mixes (S-I, S-II and S-III) establish the optimum asphalt content at a level corresponding to a minimum of 4.5%

air voids. For FC-3 mixes, establish optimum asphalt content at a level corresponding to a minimum of 5.0% air voids.

6. A single temperature at which the mixture is intended to be discharged from the plant.

7. The laboratory density of the asphalt mixture for all mixes except Open-Graded Friction Courses.

8. Evidence that the completed mixture will meet all specified physical requirements.

9. The name of the individual responsible for the Quality Control of the mixture during production.

331-4.3.2 Revision of Mix Design: Submit all requests for revisions to approved mix designs, along with supporting documentation, in writing to the Engineer. In order to expedite the revision process, a verbal revision request or discussion of the possibility of a revision request may be made, but must be followed up with a written request. The verified mix design will remain in effect until a change is authorized by the Engineer. In no case will the effective date of the revision be established earlier than the date of the first communication with the Engineer regarding the revision.

Provide a new mix design for any change in source of aggregate.

331-4.3.3 Resistance to Plastic Flow: Include with the submitted mix design test data showing that the material as produced will meet the requirements specified in Table 331-2 when tested in accordance with FM 1-T 245. Further, determine the bulk specific gravity of the laboratory compacted bituminous mixture in accordance with FM 1-T 166.

Determine the percent of unfilled voids and the percent of aggregate voids filled with asphalt using the maximum specific gravity of the bituminous mixture and on the asphalt content of each group of specimens prepared from the same sample. Determine maximum specific gravity of the bituminous mixture by FM 1-T 209.

331-4.3.4 Revocation of Mix Design: The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer will no longer allow the use of the mix design.

331-4.4 Contractor's Quality Control:

331-4.4.1 Personnel: In accordance with the requirements of 331-5.2 provide the necessary quality control personnel. Ensure that the Quality Control Technician is certified by the Department and possesses a valid certificate of qualification. When it becomes evident to the Department that the Quality Control Technician cannot perform as required by the position, the Department will revoke the certification and require replacement with a certified technician.

331-4.4.2 Extraction Gradation Analysis: Sample the bituminous mixture at the plant in accordance with FM 1-T 168. Determine the percent bitumen content of the mixture in accordance with FM 5-563, and determine the percent passing the standard sieves in accordance with FM 1-T 030. In the event the calibration factor for the mix exceeds 0.50%, conduct the extraction and gradation analysis in accordance with FM 5-544 and FM 5-545, respectively. Show all test results to the nearest 0.01. Carry all calculations to the nearest 0.001 and rounded to the nearest 0.01, in accordance with the Department's rules of rounding.

Run a minimum of one extraction gradation analysis of the mixture for each day's or part of a day's production and immediately following any change in the production process. Take the quality control sample of mixture for the extraction gradation analysis each day as soon as the plant operations have stabilized. Obtain the results in a timely manner (no later than the end of the day) so that adjustments can be made if necessary.

On initial use of a Type S or FC-3 mix design at a particular plant, as a minimum, run an additional extraction gradation analysis if more than 500 tons [450 metric tons] of mixture are produced on the first day of production.

Extraction gradation analysis will not be required on the days when mix production is less than 100 tons [90 metric tons]. However, when mix production is less than 100 tons [90 metric tons] per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons [90 metric tons].

Use the target gradation and asphalt content as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 331-4.3.2.

If the percentage of bitumen deviates from the optimum asphalt content by more than 0.55% or the percentage passing any sieve falls outside the limits shown in Table 331-3, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt content by more than 0.55% or exceeds the limits as shown in Table 331-3 for any sieve, stop the plant operations until the problem has been corrected. In addition, if the results of two consecutive tests show an amount greater than 99.0% passing the 1/2 inch [12.5 mm] sieve for Type S-I, an amount greater than 99.0% passing the 3/4 inch [19.0 mm] sieve for Type S-II, or an amount greater than 99.0% passing the 3/8 inch [9.5 mm] sieve for Types S-III or FC-3, stop the plant operation until the problem has been corrected.

Maintain control charts showing the results of the extraction gradation analysis (bitumen content and sieve analysis).

Table 331-3
Tolerances for Quality Control Tests (Extraction Gradation Analysis)

Sieve Size	Percent Passing
1 inch [25.0 mm]	7
3/4 inch [19.0 mm]	7
1/2 inch [12.5 mm]	7
3/8 inch [9.5 mm]	7
No. 4 [4.75 mm]	7
No. 10 [2.00 mm]	5.5
No. 40* [*425 μm]	4.5
No. 80* [*180 μm]	3
No. 200 [75 μm]	2

*Does not apply to SAHM, ABC-1 or Type II.

331-4.4.3 Plant Calibration: At or before the start of mix production, perform a wash gradation on a set of hot bin samples for batch or continuous mix plants or belt cut for drum mix plants to verify calibration of the plant. When approved by the Engineer, extraction

gradation analysis of the mix may be used to verify calibration of the plant. This extraction gradation analysis may also be used to fulfill the quality control requirements for the first day's production.

331-4.4.4 Viscosity of Asphalt in Mixes Containing RAP: When RAP is a component material, the viscosity of the asphalt material in the bituminous mixture, determined by the Engineer in accordance with ASTM D 2171, shall be 6,000 ± 2,000 poises [600 ± 200 Pa·s]. This determination will be made on samples obtained by the Department on a random basis at a frequency of approximately one per 2,000 tons [1,800 metric tons] of mix.

If the viscosity determined by the Engineer is out of the specified range, adjust the binder formulation or blend of RAP in the mix to bring the viscosity within tolerance.

331-5 Acceptance Procedures.

The Department will approve all materials for acceptance through the Department's Acceptance Procedures specified herein. The Engineer is responsible for determining the acceptability of the construction and materials incorporated therein. The Contractor is responsible for the quality of construction and materials incorporated therein. Accomplish all quality control sampling and testing on a random basis in accordance with the approved Quality Control Plan. The Department will perform all necessary sampling and testing for acceptance purposes on a random basis as specified herein, in addition to monitoring and observing the Contractor's quality control test procedures and results. Maintain effective quality control until final project acceptance.

A LOT is defined as an isolated quantity of a specified material produced from a single source or operation, or it is a measured amount of specified construction produced by the same process. In order to change the process, thereby necessitating the termination of the current LOT and starting a new LOT, submit a written request, with justification, to the Engineer for approval. Obtain the Engineer's approval prior to making the process change.

Perform all quality control sampling and testing of materials in strict conformance with the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual. The Department will perform all acceptance sampling and testing of materials in strict conformance with the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual. This manual, developed and distributed by the FDOT Materials Office, contains the detailed sampling and testing procedures from AASHTO and ASTM as modified by the Department.

331-5.1 Acceptance Plans:

331-5.1.1 Payment Based on Acceptance Results: The Department will adjust the payment for each LOT of material, product, item of construction or completed construction on the basis of acceptance test results in accordance with the requirements specified hereinafter in the applicable Sections.

331-5.1.2 Resampling of LOTs: The Department requires that LOTs of materials, products, items of construction or completed construction meet the requirements of these Specifications at the time of submission. The Department will not take check samples for acceptance purposes.

331-5.1.3 Referee System: The Department has established a referee system to verify the validity of the acceptance test results on LOTs at the asphalt plant. The Department will evaluate the acceptance test results with data from split samples run by the District and Central Labs. The Engineer will make a final determination and disposition of the acceptance test results. Acceptance results will be considered non-representative if the test results from the Field and Referee samples differ by more than 0.44% for asphalt content when obtained by the use of FM 5-563 or 0.56% for FM 5-544. Acceptance results for gradation will be considered non-representative if the test results from the Field and Referee samples differ by more than the precision values given in Figure 2 of FM 1-T 030 when using FM 5-563 or Figure 2 of FM 5-545 when using FM 5-544. When the referee analysis indicates that one or more test results are not representative, the Engineer will discard the non-representative test value(s) and base payment calculations for the LOT (including the sublot with the non-representative test values) on the remaining sublot(s) test data as defined in 331-6.

331-5.2 Quality Control by the Contractor: Provide and maintain a quality control system that provides reasonable assurance that all materials, products and completed construction submitted for acceptance meet Contract requirements. Develop and maintain a quality control system in conformance with the following requirements:

CONTRACTOR QUALITY CONTROL SYSTEM

I. SCOPE:

These Specifications establish minimum requirements and activities for a Contractor quality control system. These requirements pertain to the inspections and tests necessary to substantiate material and product conformance to Contract requirements and to all inspections and tests required by the Contract.

II. FUNCTIONS AND RESPONSIBILITIES:

1. The Department. The Department will verify the Contractor’s design mixes, inspect plants and monitor control of the operations to ensure conformance with these Specifications. The Department will design all open-graded friction mixes (FC-2 and FC-5).

At no time will the Engineer issue instructions to the Contractor or producer as to the setting of dials, gauges, scales and meters. However, the Department's representatives may question and warn the Contractor against the continuance of any operations or sequence of operations that obviously do not result in satisfactory compliance with the requirements of these Specifications.

2. The Contractor. Submit in writing the proposed Quality Control Plan for each asphalt plant for the Engineer’s approval. Maintain the approved Quality Control Plan in effect for the plant to which it is assigned until the Engineer rejects it in writing. Include in the plan the sampling, testing, inspection and the anticipated frequencies of each to maintain process control. A recommended series of sampling, testing and inspecting activities are shown in Table 331-4.

Table 331-4
RECOMMENDATIONS FOR A CONTRACTOR QUALITY CONTROL PLAN

A. All Types of Plants

1. Stockpiles

a. Place materials in the correct stockpile.

b. Use good stockpiling techniques.

c. Inspect stockpiles for separation, contamination, segregation, etc.

2. Incoming Aggregate

a. Obtain gradations and bulk specific gravity (BSG) values from the aggregate supplier.

b. Determine gradation of all component materials.

c. Compare gradations and BSG to mix design.

3. Cold Bins

a. Calibrate the cold gate/feeder belt settings.

b. Observe operation of cold feed for uniformity.

4. Dryer

a. Observe pyrometer for aggregate temperature control.

b. Observe efficiency of the burner.

5. Hot Bins

a. Determine gradation of aggregates in each bin.

b. Determine theoretical combined grading.

6. Bituminous Mixture

a. Determine asphalt content.

b. Determine mix gradation.

c. Check mix temperature.

d. Verify modifier addition.

B. Batch Plants

1. For batch weights, determine percent used and weight to be pulled from each bin to ensure compliance with the mix design.

2. Check mixing time.

3. Check operations of weigh bucket and scales.

C. Continuous Mix Plant

1. Determine gate calibration chart for each bin.

2. Determine gate settings for each bin to ensure compliance with the mix design.

3. Determine gallons [cubic meters] per revolution or gallons [cubic meters] per minute to ensure compliance with the mix design.

D. Drum Mixer Plant

1. Calibrate the cold feed and prepare a calibration chart for each cold gate.

2. Develop information for the synchronization of the aggregate feed, reclaimed asphalt pavement (RAP) feed and the bituminous material feed.

3. Calibrate the weigh bridge on the changing conveyor.

The activities shown in Table 331-4 are the normal activities necessary to control the production of bituminous concrete at an acceptable quality level. The Department recognizes, however, that depending on the type of process or materials, some of the activities listed may not

be necessary and, in other cases, additional activities may be required. The frequency of these activities will also vary with the process and the materials. When the process varies from the defined process average and variability targets, increase the frequency of these activities until the proper conditions are restored. Take one sample and test for every 1,000 tons [900 metric tons] of incoming aggregate (including RAP) as it is stockpiled. Test RAP material for extracted gradation and asphalt content.

Plot and keep up-to-date control charts for all quality control sampling and testing. Provide control charts for the following:

a. gradation of incoming aggregates
b. gradation and asphalt content of RAP
c. combined gradations of hot bins
d. extracted asphalt content
e. mix gradation
f. gradation of cold feed (drum mixers)

Post all current control charts in the asphalt lab where they can be seen.

Formulate all design mixes with the exception of open-graded friction mixes (FC-2 and FC-5). Submit design mixes to the Engineer for verification prior to their use. Provide process control of all materials during handling, blending, mixing and placing operations.

III. QUALITY CONTROL SYSTEM:

1. General Requirements. Furnish and maintain a quality control system that provides reasonable assurance that all materials and products submitted to the Engineer for acceptance meet the Contract requirements. Perform, or have performed, the inspection and tests required to substantiate product conformance to Contract requirements, and also perform, or have performed, all inspections and tests otherwise required by the Contract. Keep a quality control technician, who has been certified by the Department as a Qualified Asphalt Plant Technician (Plant Level II), available at the asphalt plant at all times when producing asphalt mix for the Department. Place a person in responsible charge of the paving operations who is qualified by the Department as a Qualified Asphalt Paving Technician (Paving Level II). Document the quality control procedures, inspection and tests, and make that information available for review by the Engineer throughout the life of the Contract.

2. Documentation. Maintain adequate records of all inspections and tests. Record the nature and number of tests made, the number and type of deficiencies found, the quantities approved and rejected, and the nature of corrective action taken, as appropriate. The Department may review and approve all documentation procedures prior to the start of the work. The Department will take ownership of all charts and records documenting the Contractor’s quality control tests and inspections upon completion of the work.

3. Charts and Forms. Record all conforming and nonconforming inspections and test results on approved forms and charts, and keep them up to date and complete and make them available at all times to the Engineer during the performance of the work. Prepare charts of test properties for the various materials and mixtures on forms that are in accordance with the applicable requirements of the Department. The Engineer will furnish a copy of each applicable

chart and form. Provide a supply of the charts and forms from the copy furnished. Obtain the Engineer's approval of non-standard forms and charts prior to using them.

4. Corrective Actions. Take prompt action to correct any errors, equipment malfunctions, process changes or other problems that result or could result in the submission of materials, products or completed construction that do not meet the requirements of these Specifications. When it becomes evident to the Department that the Contractor is not controlling his process and is making no effort to take corrective actions, the Department will require the Contractor to cease plant operations until such time as the Contractor can demonstrate that he can and is willing to control the process.

5. Laboratories with Measuring and Testing Equipment. Furnish a fully equipped asphalt laboratory (permanent or portable) at the production site, and meeting the following requirements:

a. Area - Provide an effective working area for the laboratory that is a minimum of 180 ft^2 [17 m^2]. This area does not include the space for desks, chairs and file cabinets.

b. Lighting - Provide lighting in the lab adequate to illuminate all areas of work.

c. Temperature Control - Equip the lab with heating and air conditioning units that provide a satisfactory working environment.

d. Ventilation - Equip the lab with fume hoods and exhaust fans that will remove all hazardous fumes from within the laboratory in accordance with OSHA requirements.

e. Equipment and Supplies - Furnish the lab with the necessary sampling and testing equipment, and supplies, for performing Contractor quality control and Department acceptance sampling and testing. A detailed list of equipment and supplies required for each test is included in the Field Sampling and Testing Manual.

When running plants at a high production rate, furnish additional testing equipment as necessary to allow the completion of the Contractor's quality control tests and the Department's Acceptance tests within the specified time frame.

6. Sampling and Testing. Use the sampling and testing methods and procedures that the Department provides to determine quality conformance of the materials and products. The Department will use these same methods and procedures for its acceptance tests. Include the sampling for other material characteristics on a random basis and the plotting of the test results on control charts in the Quality Control Plan.

7. Alternative Procedures. The Contractor may use alternative sampling methods, procedures and inspection equipment when such procedures and equipment provide, as a minimum, the quality assurance required by the Contract Documents. Prior to applying such alternative procedures, describe them in a written proposal and demonstrate for the Engineer's approval that their effectiveness is equal to or better than the Contract requirements. In case of dispute as to whether certain proposed procedures provide equal assurance, use the procedures stipulated by the Contract Documents.

8. Nonconforming Materials. Establish and maintain an effective and positive system for controlling nonconforming materials, including procedures for identification, isolation and disposition. Reclaim or rework nonconforming materials in accordance with procedures acceptable to the Engineer. Discuss the details of this system at the preconstruction conference, and make these details a part of the record of the conference.

9. Department Inspection at Subcontractor or Supplier Facilities. The Department reserves the right to inspect materials not manufactured within the Contractor's facility. The Department's inspection does not constitute acceptance and does not, in any way, replace the Contractor's inspection or otherwise relieve the Contractor of his responsibility to furnish an acceptable material or product. When the Department inspects the subcontractor's or supplier's product, such inspection does not replace the Contractor's responsibility to inspect such subcontractor's or supplier's product.

Inspect subcontracted or purchased materials when received, as necessary, to ensure conformance to Contract requirements. Report to the Engineer any nonconformance found on Department source-inspected material, and require the supplier to take necessary corrective action.

331-5.3 Defective Materials:

331-5.3.1 Acceptance or Rejection: Following the application of the appropriate acceptance plan, the Engineer will make the final decision as to the acceptance, rejection or acceptance at an adjusted payment of the LOTs.

331-5.3.2 Disposition of LOTs: For nonconforming LOTs of materials, products, items of construction or complete construction that are not adaptable to correction by reworking, either remove and replace the nonconforming work, or accept no payment or an adjusted payment as stated in these Specifications, or, if not stated, as directed by the Engineer.

331-5.4 General Basis of Adjusted Payment For Deficiencies: When the Engineer determines that a deficiency exists, the Engineer will apply the applicable payment factor as shown in these Specifications to the entire LOT. When the Engineer determines that multiple deficiencies exist, the Engineer will apply an adjustment to the LOT of material that is identified by each deficiency. The Engineer will apply the adjustment for each deficiency separately as it occurs. The Engineer will not allow an adjustment to be affected by any other adjustment occurring for the same LOT. As an exception to the foregoing requirements, when there are two or more deficiencies in the gradation acceptance tests (% pass No. 4 [4.75 mm] sieve, % pass No. 10 [2.0 mm] sieve, % pass No. 40 [425 μm sieve], % pass No. 200 [75 μm] sieve) the Engineer will only apply the greater adjustment. The Engineer will express all reductions in payment in terms of equivalent pay items at no pay. When the item is measured by the ton [metric ton], the Engineer will convert the LOT in the field, which is measured in feet [meters], to equivalent tons [metric tons] and by using the average calculated spread for that LOT. When the pay item is measured by the square yard [square meter], the Engineer will convert the LOT at the production point, which is measured in tons [metric tons], to equivalent square yards [square meters] at the design thickness and by using the laboratory density as a conversion factor.

331-6 Acceptance of the Mixture at the Plant.

331-6.1 General: The Engineer will accept the bituminous mixture at the plant, with respect to gradation and asphalt content, on a LOT to LOT basis. The material will be tested for acceptance in accordance with the provisions of 331-5 and the following requirements. However, the Engineer will reject any load or loads of mixture which are unacceptable for reason of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature for use in the work.

For initial use of a Type S or FC-3 mix design with a Florida limestone source north of the 28th parallel at a particular plant, limit the first day's production to a maximum of 300 tons [275 metric tons]. Resume production upon notification of acceptable Marshall properties as determined in accordance with 331-6.4

A standard size LOT at the asphalt plant will consist of 4,000 tons [3,600 metric tons] with four equal sublots of 1,000 tons [900 metric tons] each. As an exception, the first LOT for the initial use of a Type S or FC-3 mix design with a particular plant will consist of four sublots, the first sublot of 500 tons [450 metric tons] or the first day's production (300 tons [275 metric tons] maximum for mix design with a Florida limestone source north of the 28th parallel), the second sublot of 500 tons [450 metric tons], and the remaining two sublots of 1,000 tons [900 metric tons] each.

A partial LOT may occur due to the following:

(1) the completion of a given mix type on a project.

(2) an approved LOT termination by the Engineer due to a change in process, extended delay in production, or change in mix design.

If the partial LOT contains one or two sublots with their appropriate test results, then the previous full-size LOT will be redefined to include this partial LOT and the evaluation of the LOT will be based on either five or six sublot determinations. If the partial LOT contains three sublots with their appropriate test results, this partial LOT will be redefined to be a whole LOT and the evaluation of it will be based on three sublot determinations.

When the total quantity of any mix is less than 3,000 tons [2,700 metric tons], the partial LOT will be evaluated for the appropriate number of sublots from n=1 to n=3. When the total quantity of any mix type is less than 500 tons [450 metric tons], the Department will accept the mix on the basis of visual inspection. The Department may run extraction and gradation analysis for information purposes; however, the provisions for partial payment will not apply.

On multiple project contracts, the LOT(s) at the asphalt plant will carry over from project to project.

331-6.2 Acceptance Procedures: Control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and the percents passing the No. 4, No. 10, No. 40 and No. 200 [4.75 mm, 2.00 mm, 425 μm and 75 μm] sieves will meet the approved job mix formula within the tolerance shown in Table 331-6.

Table 331-6
Tolerances for Acceptance Tests

Characteristic	Tolerance*
Asphalt Content (Extraction)	±0.55%
Asphalt Content (Printout)	±0.15%
Passing No. 4 [4.75 mm] sieve	±7.00%
Passing No. 10 [2.00 mm] sieve	±5.50%
Passing No. 40 [425 μm] sieve**	±4.50%
Passing No. 200 [75 μm] sieve	±2.00%

*Tolerances for sample size of n=1. See Table 331-7 for other sample sizes n=2 through n=6.
**Applies only to Types S-I, S-II, S-III, and FC-3.

Acceptance of the mixture will be on the basis of test results on consecutive random samples from each LOT. One random sample will be taken from each sublot. The bituminous mixture will be sampled and tested at the plant as specified in 331-4.4.2.

Calculations for the acceptance test results for bitumen content and gradation (percentages passing No. 4, No. 10, No. 40 and No. 200 [4.75 mm, 2.00 mm, 425 μm and 75 μm] sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the nearest 0.001 and rounded to the nearest 0.01 in accordance with the Department's rules of rounding.

Payment will be made on the basis of Table 331-7, "Acceptance Schedule of Payment". The process will be considered out of control when the deviation of any individual test result from the mix design falls in the 80% pay factor for the "one test" column of Table 331-7. When this happens, the LOT will be automatically terminated and production stopped. The approval of the Engineer will be required prior to resuming production of the mix. Acceptance of the LOT will then be determined in accordance with Table 331-7.

All acceptance tests will be completed on the same day the sample was taken, when possible, and on no occasion will they be completed later than the following work day.

Table 331-7
Acceptance Schedule of Payment (Asphalt Plant Mix Characteristics)

Average of Accumulated Deviations of the Acceptance Tests from the Mix Design.						
Pay Factor	1-Test	2-Tests	3-Tests	4-Tests	5-Tests	6-Tests
Asphalt Cement Content (Extraction - FM 5-544 or 5-563)						
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35	0.00-0.33	0.00-0.31
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40	0.34-0.37	0.32-0.36
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45	0.38-0.42	0.36-0.39
0.80*	over 0.75	over 0.57	over 0.50	over 0.45	over 0.42	over 0.39
Asphalt Cement Content (Printout)						
1.00	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15
0.95	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25
0.90	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35
0.80*	over 0.35	over 0.35	over 0.35	over 0.35	over 0.35	over 0.35
No. 4 [4.75 mm] sieve**						
1.00	0.00-7.00	0.00-5.24	0.00-4.46	0.00-4.00	0.00-3.68	0.00-3.45
0.98	7.01-8.00	5.25-5.95	4.47-5.04	4.01-4.50	3.69-4.13	3.46-3.86
0.95	8.01-9.00	5.96-6.66	5.05-5.62	4.51-5.00	4.14-4.58	3.87-4.27
0.90	9.01-10.00	6.67-7.36	5.63-6.20	5.01-5.50	4.59-5.02	4.28-4.67
0.80*	over 10.00	over 7.36	over 6.20	over 5.50	over 5.02	over 4.67
No. 10 [2.00 mm] sieve**						
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50	0.00-3.29	0.00-3.13
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00	3.30-3.74	3.14-3.54

Table 331-7 Acceptance Schedule of Payment (Asphalt Plant Mix Characteristics)						
Average of Accumulated Deviations of the Acceptance Tests from the Mix Design.						
Pay Factor	1-Test	2-Tests	3-Tests	4-Tests	5-Tests	6-Tests
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50	3.75-4.18	3.55-3.95
0.90	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00	4.19-4.63	3.96-4.36
0.80*	over 8.50	over 6.45	over 5.54	over 5.00	over 4.63	over 4.36
No. 40 [425 μm] sieve**						
1.00	0.00-4.50	0.00-3.91	0.00-3.65	0.00-3.50	0.00-3.39	0.00-3.32
0.98	4.51-5.50	3.92-4.62	3.66-4.23	3.51-4.00	3.40-3.84	3.33-3.72
0.95	5.51-6.50	4.63-5.33	4.24-4.81	4.01-4.50	3.85-4.29	3.73-4.13
0.90	6.51-7.50	5.34-6.04	4.82-5.39	4.51-5.00	4.30-4.74	4.14-4.54
0.80*	over 7.50	over 6.04	over 5.39	over 5.00	over 4.74	over 4.54
No. 200 [75μm] sieve**						
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50	0.00-1.45	0.00-1.41
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70	1.46-1.63	1.42-1.57
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90	1.64-1.80	1.58-1.73
0.80*	over 2.80	over 2.27	over 2.04	over 1.90	over 1.80	over 1.73

*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contractor may accept the indicated partial pay. Otherwise, remove and replace the material at no cost to the Department at any item.

**When there are two or more reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these four gradation test results.

NOTES:

(1) The No. 40 [425 μm] sieve applies to Type S-I, S-II, S-III and FC-3.

(2) Deviations are absolute values with no plus or minus signs.

331-6.3 Automatic Batch Plant With Printout: Acceptance determinations for asphalt content for mixtures produced by automatic batch plants with printout will be based on the calculated bitumen content using the printout of the weights of asphalt actually used. Acceptance determinations for gradations (No. 4, No. 10, No. 40 and No. 200 [4.75 mm, 2.00 mm, 425 μm and 75 μm] sieves) will be based on the actual test results from extraction gradation analyses. Payment will be made based on the provisions of Table 331-7.

331-6.4 Additional Tests: The Engineer reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

331-6.4.1 Determination of Marshall and Volumetric Properties: The Engineer will determine the Marshall and Volumetric Properties of the mix at a minimum frequency of one set per LOT, to determine whether or not the produced mix is meeting the specification requirements. The Department will sample and prepare test specimens and test them in accordance with FM 5-511 for Marshall stability and flow, FM 1-T 209 for maximum specific gravity, and FM 1-T 166 for density. Volumetric properties will be determined for Type S and FC-3 mixes only.

331-6.4.2 Failing Marshall Properties: When the average value of the specimens fails to meet specification requirements for stability or flow, the Engineer may stop the plant operations until all specification requirements can be met or until another verified mix design has been approved. Make revisions to a mix design in accordance with 331-4.3.2. If the Lab Density of the mix during production differs from the value shown on the verified mix design by more than 2 lbs/ft^3 [32 kg/m^3] for two consecutive tests, the Engineer will revise the target value.

331-6.4.3 Failing Volumetric Properties (Type S and FC-3 mixes only): When the Engineer determines the air void content to be less than 3.0%, or greater than 6.5%, make appropriate adjustments to the mix. When the air void content is determined to be less than 2.5% or greater than 7.0% on any one test, or less than 3.0% on two consecutive tests, cease operations until the problem has been resolved.

331-6.4.4 Resuming Production: In the event that plant operations are stopped due to a failure to meet specification requirements, obtain the Engineer's approval before resuming production of the mix. Limit production to a maximum of 300 tons [270 metric tons]. At this time, the Marshall and volumetric properties of the mix will be verified. After the Marshall and volumetric properties are verified, full scale production of the mix may be resumed.

331-6.5.5 Disposition of In-Place Material: Any material in-place that is represented by the failing test results (low stability, high flow, or less than 2.5% air voids) will be evaluated by the Engineer to determine if removal and replacement is necessary. Remove and replace any in-place material, if required, at no cost to the Department.

331-7 Acceptance of the Mixture at the Roadway

331-7.1 Density Control Nuclear Method: Determine the in-place density of each course of asphalt mix construction using the Nuclear Density Backscatter Method as specified by FM 1-T 238 (Method B). For a completed course, obtain an average in-place LOT density of at least 98% of the valid control strip density.

Do not perform density testing on patching courses, leveling and intermediate courses less than 1 inch [25 mm] thick (or a specified spread rate less than 100 lb/yd^2 [55kg/m^2]), overbuild courses where the minimum thickness is less than 1 inch [25 mm], projects less than 1,000 feet [300 m], sections with variable width, or open-graded friction courses. Compact these courses, with the exception of open-graded friction courses in accordance with 330-10.1.2.

331-7.2 Control Strips: In order to determine the density of compacted asphalt mixtures for the purpose of acceptance, first establish a control strip. Construct one or more control strips for the purpose of determining the control strip density. Construct a control strip at the beginning of asphalt construction and one thereafter for each successive course. Construct a new control strip for any change in the composition of the mix design, underlying pavement structure, compaction equipment, or procedures. The Engineer may require an additional control strip when the Engineer deems it necessary to establish a new control strip density or confirm the validity of the control strip density being used at that time. The Contractor may also request a confirmation of the control strip density. Construct the control strip as a part of a normal day's run.

Construct a control strip 300 feet [100 m] in length and of an adequately uniform width to maintain a consistent compactive effort throughout the section. When constructing the control strip, start it between 300 and 1,000 feet [100 and 300 m] from the beginning of the paving operation. Construct a control strip of a thickness that is the same as that specified for the course of which it is a part. Construct the control strip using the same mix, the same paving and rolling equipment, and the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Leave every control strip in place to become a portion of the completed roadway.

In order to determine the acceptability of the control strip, make ten nuclear density determinations at random locations within the control strip after completing the compaction of the control strip. Do not make any determinations within 12 inches [300 mm] of any unsupported edge. Use the average of these ten determinations for the Control Strip Density. For purposes of determining the percent of laboratory density, as required in Table 331-8, the Engineer will develop a correction factor at four nuclear density locations from 6 inch [150 mm] diameter cores or by direct transmission nuclear determination where applicable. Cut the cores prior to opening the roadway to traffic. The Engineer will calculate the percent of lab density to the nearest 0.01% and round it to the nearest 0.1%. Should the percent of lab density in a control strip exceed 99.0%, notify the Engineer immediately.

In the event that a control strip does not meet the minimum density requirements specified in Table 331-8, take appropriate corrective actions and construct a new control strip. If three consecutive control strips fail to meet specification requirements, the Engineer will limit production and placement of the mix to 800 to 1,000 feet [250 to 300 m], regardless of the thickness and width the Contractor is placing, until the Contractor obtains a passing control strip.

Once the Contractor has obtained a passing control strip after a failing control strip (for the same mix, layer, and project), the Department will use the passing control strip to accept all previously laid mix. In the event the Contractor does not obtain a passing control strip, and this particular mix, layer, etc., is completed on the project, the Engineer will evaluate density in accordance with FM 5-543.

Table 331-8

Roadway Requirements for Bituminous Concrete Mixes

Mix Type	Density	Minimum Control Strip Density* (% of Lab Density)	Surface Tolerance
S-I, S-II, S-III, Type II, Type III, SAHM	per 331-7	96	per 330-12
ABC-1, ABC-2, ABC-3	per 280-8.6	96	per 200-7
FC-2	No density required	N/A	per 330-12
FC-3	per 331-7	96	per 330-12

* The minimum control strip density requirement for shoulders is 95% of lab density.

331-7.3 LOTs: For the purpose of acceptance and partial payment, the Engineer will divide each day's production into LOTs. The Engineer will close out all LOTs at the end of the day. The standard size of a LOT is 5,000 feet [1,500 m] of any pass made by the paving train regardless of the width of the pass or the thickness of the course. A sublot will be 1,000 feet [300 m] or less. The Engineer will consider pavers traveling in echelon as two separate passes. When at the end of a production day, the completion of a given course, layer, or mix, or at the completion of the project, and a LOT size is determined to be less than 5,000 feet [1,500 m], it will be considered a partial LOT. Handle partial LOTs as follows:

If the length of the partial LOT is 2,000 feet [600 m] or less, and a previous full-size LOT from the same day, mix, layer, and project is available, then the previous full-size LOT will be redefined to include this partial LOT and the number of tests required for the combined LOT will be as shown in Table 331-9.

If the partial LOT is 2,000 feet [600 m] or less, and a previous full-size LOT from the same day, mix, layer, and project is not available, the Engineer will evaluate the partial LOT separately and perform the number of tests required for the partial LOT as shown in Table 331-9. If the partial LOT is greater than 2,000 feet [600 m] long, the Engineer will evaluate the partial LOT separately and perform the number of tests required for the partial LOT as shown in Table 331-9.

Table 331-9	
Testing Requirements for Partial LOTs	
LOT Size	Number of Tests
Less than 3,000 feet [900 m]	3
3,001 to 4,000 feet [901 to 1,200 m]	4
4,001 to 5,000 feet [1,201 to 1,500 m]	5
5,001 to 6,000 feet [1,501 to 1,800 m]	6
6,001 to 7,000 feet [1,801 to 2,100 m]	7
Greater than 7,000 feet [2,100 m]	2 LOTs

For each LOT and partial LOT, the Engineer will make density determinations at a frequency shown in Table 331-9 at random locations within the LOT, but will not take them within 12 inches [300 mm] of any unsupported edge. The Engineer will determine the random locations by the use of statistically derived stratified random number tables. For the Contractor to receive full payment for density, the average density of a LOT shall be a minimum of 98.0% of the control strip density. Once the Engineer determines the average density of a LOT, do not provide additional compaction to raise the average. Notify the Engineer should the average density for two consecutive LOTs be greater than 102% of control strip density.

331-7.4 Acceptance: The Engineer will accept the completed pavement with respect to density on a LOT basis. The Department will make partial payment for those LOTs that have an average density less than 98.0% of the Control Strip Density based on Table 331-10:

Table 331-10
Payment Schedule For Density

Percent of Control Strip Density*	Percent of Payment
98.0 and above	100
97.0 to less than 98.0	95
96.0 to less than 97.0	90
Less than 96.0**	75

* In calculating the percent of control strip density, do not round off the final percentage.
** If approved by the Engineer, based on an engineering determination that the material is acceptable to remain in place, the Contractor may accept the indicated partial pay; otherwise, remove and replace the material at no expense to the Department. The Contractor may remove and replace the material at no expense to the Department at any time.

331-7.5 Density Requirements for Small Projects and Other Non-mainline Roadway Areas: For projects less than 1,000 feet [300 m] in length and bridge projects with approaches less than 1,000 feet [300 m] each side, do not apply the requirements for control strips and nuclear density determination. Use the standard rolling procedures as specified in 330-10.1.2. Do not apply the provisions for partial payment to these small projects.

In other non-mainline roadway areas where it is not practical to establish a control strip, such as parking areas, toll plazas, turn lanes, and acceleration/deceleration lanes, the Contractor may use the standard rolling procedure to determine density requirements if so authorized in writing by the Engineer.

331-7.6 Surface Tolerance: The bituminous mixture will be accepted on the roadway with respect to surface tolerance in accordance with 330-12.

331-8 Method of Measurement.

The quantity to be paid for will be the weight of the mixture, in tons [metric tons], completed and accepted. The weight will be determined as provided in 320-2 (including the provisions for the automatic recordation system).

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent. There will be no separate payment or unit price adjustment for the bituminous material in the asphalt mix.

331-9 Basis of Payment:

Price and payment will be full compensation for all the work specified under this Section, including the applicable requirements of Sections 320 and 330.

Payment will be made under:

Item No. 331- 2- Type S Asphaltic Concrete - per ton.
Item No. 2331- 2- Type S Asphaltic Concrete - per metric ton.

SUPERPAVE HOT MIX ASPHALT (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 12-19-03) (1-13)

SECTION 334
SUPERPAVE HOT MIX ASPHALT
FOR LOCAL AGENCIES

334-1 Description.

334-1.1 General: Construct a Superpave Hot Mix Asphalt pavement for local agencies using the type of mixture specified in the Contract, or when offered as alternates, as selected. Superpave mixes are identified as Type SP-9.5, Type SP-12.5 or Type SP-19.0.

All test methods designated as FM refer to the FDOT Florida Sampling and Testing Methods. All references to the Department shall mean the local agency. All references to the Engineer shall mean the designated Engineer of the local agency. Any incorrect references to FDOT specifications, test methods, or standards should be brought to the attention of the Engineer for clarification.

Meet the requirements of Section 320 for plant and equipment, and meet the general construction requirements of Section 330.

The Engineer will accept the work based on one of the following methods as described in 334-5: 1) Certification, 2) Certification and process control testing by the Contractor, 3) acceptance testing by the Agency or 4) other method(s) as determined by the Contract.

334-1.2 Traffic Levels: The requirements for Type SP Hot Mix Asphalt mixtures are based on the design traffic level of the project, expressed in 18-Kip Equivalent Single Axle Loads (ESAL's). The traffic levels are as shown in Table 334-1.

Table 334-1
Superpave Traffic Levels

Traffic Level	Million ESAL's	Typical Applications
A	<0.3	Local roads, county roads, city streets where truck traffic is light or prohibited.
B	0.3 to <3	Collector roads, access streets. Medium duty city streets and majority of county roadways
C	3 to < 10	
D	10 to <30	Medium to heavy traffic city streets, many state routes, US highways, some rural interstates.
E	≥30	US Interstate class roadways.

The traffic level(s) for the project are as specified in the Contract. In situations where the design traffic level is not specified in the Contract, use a Traffic Level C mix. Where Type S Hot Mix Asphalt is specified in the Contract, if approved by the Engineer, the equivalent fine Type SP Hot Mix Asphalt mixture (Traffic Level C) may be selected as an alternate at no additional cost to the Department. The equivalent mixes are as follows:

Type S-I .....Type SP-12.5
Type S-II .....Type SP-19.0
Type S-III.....Type SP-9.5

334-1.3 Layer Thicknesses: Use only fine graded Superpave mixes. Fine graded mixes are defined as having a gradation that passes above the restricted zone when plotted on an FHWA 0.45 Power Gradation Chart.

334-1.3.1 Fine Mixes: The allowable structural layer thicknesses for fine Type SP Hot Mix Asphalt mixtures are as follows:

Type SP-9.5..... 3/4 – 1 1/4 inches
Type SP-12.5..... 1 1/4 – 2 1/2 inches
Type SP-19.0.....2- 2 3/4 inches

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on fine mixes when used as a structural course:

Type SP-9.5 - Limited to the final (top) structural layer, one layer only.

Type SP-12.5 - May not be used in the first layer of courses over 3 1/2 inches thick, nor in the first layer of courses over 2 3/4 inches thick on limited access facilities.

Type SP-19.0 - May not be used in the final (top) structural layer.

334-1.3.2 Additional Requirements: The following requirements also apply to fine Type SP Hot Mix Asphalt mixtures:

1. A minimum 1 1/2 inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (≤5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. All overbuild layers shall be Type SP Hot Mix Asphalt designed at the traffic level as stated in the Contract. Use the minimum and maximum layer thicknesses as specified in 334-1.3.1 unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased 1/2 inch, unless shown differently in the plans.

334-2 Materials.

334-2.1 General Requirements: Meet the material requirements specified in Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent.....916-1, 916-2
Coarse Aggregate, Stone, Slag or Crushed Gravel.....Section 901
Fine Aggregate.....Section 902

Crushed Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable specifications.

334-2.2 Gradation Requirements: Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this Specification and conform to the gradation requirements at design as defined in Table 334-2. Aggregates from various sources may be combined.

Table 334-2
Aggregate Gradation Control Points
(Gradation Design Ranges)

	Superpave Mixture (Percent Passing)					
	SP-9.5		SP-12.5		SP-19.0	
Sieve Size	Min.	Max.	Min.	Max.	Min.	Max
1 inch	-	-	-	-	100	-
3/4 inch	-	-	100	-	90	100
1/2 inch	100	-	90	100	-	90
3/8 inch	90	100	-	90	-	-
No. 4	-	90	-	-	-	-
No. 8	32	67	28	58	23	49
No. 200	2	10	2	10	2	8

334-2.3 Restricted Zone: The gradation identified in 334-2.2 shall pass above the restricted zone specified in Table 334-3.

334-2.4 Aggregate Consensus Properties: Meet the following consensus properties at design for the aggregate blend:

334-2.4.1 Coarse Aggregate Angularity: When tested in accordance with ASTM D 5821, meet the coarse aggregate angularity requirement defined in Table 334-4.

334-2.4.2 Fine Aggregate Angularity: When tested in accordance with AASHTO T-304, meet the fine aggregate angularity requirement defined in Table 334-5.

Table 334-3
Aggregate Gradation Restricted Zone
(Design Only)

Sieve Size within Restricted Zone	Boundaries of Restricted Zone Superpave Mixture (Percent Passing)					
	SP-9.5		SP-12.5		SP-19.0	
	Min.	Max.	Min.	Max.	Min.	Max
No. 4	-	-	-	-	-	-
No. 8	47.2	47.2	39.1	39.1	34.6	34.6
No. 16	31.6	37.6	25.6	31.6	22.3	28.3
No. 30	23.5	27.5	19.1	23.1	16.7	20.7

Table 334-4 Coarse Aggregate Angularity Criteria (Minimum Percent Fractured Faces)				
Traffic Level	Depth of Top of Pavement Layer From Surface			
	≤4 inches		>4 inches	
	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)
A	55	-	-	-
B	75	-	50	-
C	85	80	60	-
D	95	90	80	75
E	100	100	100	100

Table 334-5 Fine Aggregate Angularity Criteria		
Traffic Level	Depth of Top of Pavement Layer From Surface	
	≤4 inches	>4 inches
	Minimum Uncompacted Void Content (%)	Minimum Uncompacted Void Content (%)
A	-	-
B	40	40
C	45	40
D	45	40
E	45	45

334-2.4.3 Flat and Elongated Particles: When tested in accordance with ASTM D 4791, use a ratio of maximum to minimum dimensions of 5:1 and do not exceed 10% as the maximum amount of flat and elongated particles for the coarse aggregate blend for all projects with Traffic Levels B and higher. This criteria does not apply for Traffic Level A.

334-2.4.4 Clay Content: When tested in accordance with AASHTO T 176, meet the sand equivalent value for fine aggregate blend defined in Table 334-6.

Table 334-6 Clay Content	
Traffic Level	Sand Equivalent Minimum (%)
A	40
B	40
C	45
D	45
E	50

334-2.5 Use of Reclaimed Asphalt Pavement:

334-2.5.1 General Requirements: Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture subject to the following:

1. The Contractor assumes responsibility for the design of asphalt mixes which incorporate RAP as a component material.

2. For design purposes, the Contractor assumes responsibility for establishing accurate specific gravity values for the RAP material. This may be accomplished by one of the following methods:

a) Calculation of the bulk specific gravity value based upon the effective specific gravity of the RAP, determined on the basis of the asphalt binder content and maximum specific gravity. The Engineer will approve the estimated asphalt binder absorption value used in the calculation.

b) Testing of the extracted aggregate obtained through a vacuum extraction or ignition oven extraction.

3. For projects with Traffic Levels D and E, do not permit the amount of RAP material used in the mix to exceed 30% by weight of total aggregate. For projects with Traffic Levels A, B and C, do not permit the amount of RAP material used in the mix to exceed 50% by weight of total aggregate.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture.

If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

5. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

6. Provide RAP having a minimum average asphalt content of 4.0% by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.

334-2.5.2 Binder for Mixes with RAP: Select the appropriate binder based on Table 334-7. The Engineer reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to make changes during production. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises. Obtain a sample of the mixture for the Engineer within the first 1,000 tons and at a frequency of approximately one per 4,000 tons of mix.

Table 334-7
Binder Grade for Mixes Containing RAP

% RAP	Asphalt Binder Grade
<20	PG 67-22
20-29	PG 64-22
≥ 30	Recycling Agent

Note: When a PG 76-22 Asphalt Binder is called for in the Contract, limit the amount of RAP material used in the mix to a maximum of 15%.

334-2.6 Use of Recycled Crushed Glass: Recycled crushed glass may be used as a component of the bituminous mixture subject to the following:

1. Consider the recycled crushed glass a local material and meet all requirements specified in 902-6.

2. Limit the amount of recycled crushed glass in any bituminous mixture to a maximum of 15% of the total aggregate weight.

3. Use an asphalt binder that contains a minimum of 0.5% anti-stripping agent from the Department's Qualified Products List. The addition of the specified amount of anti-stripping agent must be certified by the supplier.

4. Do not use recycled crushed glass in friction course mixtures or in structural course mixtures, which are to be used as the final wearing course.

334-3 General Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the approved mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the Superpave asphalt mixture in accordance with AASHTO PP-28, except as noted herein, to meet the requirements of this Specification. Use only FDOT verified mix designs. (Note: For Fine graded Traffic Level D & E mixes, if an FDOT verified design is not available, use a design as approved by the Engineer.) Prior to the production of any Superpave asphalt mixture, submit the proposed mix design with supporting test data indicating compliance with all Superpave mix design criteria.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer will no longer allow the use of the mix design.

334-3.2.2 Grading Requirements: Meet the gradation design ranges of Table 334-2.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO TP-4. Use the number of gyrations as defined in Table 334-8.

Table 334-8
Superpave Design Gyratory Compactive Effort

Traffic Level	$N_{initial}$	N_{design}	$N_{maximum}$
A	6	50	75
B	7	75	115
C	7	75	115
D	8	100	160
E	9	125	205

334-3.2.4 Volumetric Criteria: Use an air void content of the mixture at design of 4.0% at the design number of gyrations (N_{design}). Meet the requirements of Table 334-9.

Table 334-9 Mixture Densification Criteria			
	% G_{mm}		
Traffic Level	$N_{initial}$	N_{design}	$N_{maximum}$
A	≤91.5	96.0	≤98.0
B	≤90.5	96.0	≤98.0
C	≤89.0	96.0	≤98.0
D	≤89.0	96.0	≤98.0
E	≤89.0	96.0	≤98.0

334-3.2.5 VMA Criteria: Meet the requirements of Table 334-10 for voids in the mineral aggregate (VMA) of the mixture at the design number of gyrations.

Table 334-10 VMA Criteria	
Type Mix	Minimum VMA (%)
SP-9.5	15.0
SP-12.5	14.0
SP-19.0	13.0

334-3.2.6 VFA Criteria: Meet the requirements of Table 334-11 for voids filled with asphalt (VFA) of the mixture at the design number of gyrations.

Table 334-11 VFA Criteria	
Traffic Level	Design VFA (%)
A	70 - 80
B	65 - 78
C	65 - 75
D	65 - 75
E	65 - 75

Note: For Type SP-9.5 mixtures at Traffic Levels C, D & E, the specified VFA range shall be 73% to 76%.

334-3.2.7 Dust Proportion: Use a dust to effective asphalt binder content by weight between 0.6 to 1.2.

334-3.2.8 Moisture Susceptibility: Test the specimens in accordance with FM 1-T 283. Provide a mixture (4 inch specimens) having a retained tensile strength ratio of at

least 0.80 and a minimum tensile strength (dry and unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent, which is on the Department's Qualified Products List or hydrated lime (meeting the requirements of Section 337) in order to meet these criteria.

334-3.2.9 Additional Information: In addition to the requirements listed above, provide the following information with each proposed mix design submitted for use:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number product code of the aggregate components furnished from an FDOT approved source.
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation in handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly -No. 200 [-75 µm]) should be accounted for and identified for the applicable sieves.
6. The bulk specific gravity value for each individual aggregate (and RAP) component, as identified in the FDOT aggregate control program.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature (per 330-6.3). Do not exceed a target temperature of 340°F for modified asphalts and 315°F for unmodified asphalts.
9. Evidence that the completed mixture conforms to all specified physical requirements.
10. The name of the Mix Designer.
11. The ignition oven calibration factor(s).

334-3.3 Revision of Mix Design: During production, the Contractor may request a target value revision to a mix design, subject to: (1) the target change falls within the limits defined in Table 334-12, (2) appropriate data exists demonstrating that the mix complies with production air voids specification criteria, and (3) the mixture gradation meets the basic gradation requirements defined in 334-2.2 and 334-2.3.

Table 334-12 Limits for Potential Adjustments to Mix Design Target Values	
Characteristic	Limit from Original Mix Design
No. 8 sieve and Coarser	± 5.0%
No. 16 sieve	± 4.0%
No. 30 sieve	± 4.0%
No. 50 sieve	± 3.0%
No. 100 sieve	± 3.0%
No. 200 sieve	± 1.0%
Asphalt Binder Content (1)	± 0.3%

(1) Reductions to the asphalt binder content will not be permitted if the VMA during production is lower than 1.0% below the design criteria.

Submit all requests for revisions to mix designs, along with supporting documentation, to the Engineer. In order to expedite the revision process, the request for revision or discussions on the possibility of a revision may be made verbally, but must be followed up by a written request. The initial mix design will remain in effect until a change is authorized by the Engineer. In no case may the effective date of the revision be established earlier than the date of the first communication between the Contractor and the Engineer regarding the revision.

A new design mix will be required for any substitution of an aggregate product with a different aggregate code, unless approved by the Engineer.

334-4.4 Contractor's Process Control:

334-4.4.1 Personnel: Provide the necessary quality control personnel to comply with the requirements of the Contract.

334-4.4.2 Initial Production Test Strip: For initial use of a Type SP mix design at a particular plant, limit full-scale production and placement of the mix to a test strip of 500 tons (for each mix) to demonstrate the capability of producing, placing, and compacting the mix as specified, unless waived by the Engineer. Upon agreement between the Contractor and the Engineer, test strips of up to 1,000 tons may be used. Initial production requirements do not apply if the total quantity of mix to be placed is less than 2000 tons.

334-4.4.2.1 Calibration of the Superpave Gyratory Compactor: Calibrate the Superpave Gyratory Compactor in accordance with the manufacturer's recommendations prior to producing the Superpave mixture for the test strip. Check the height calibration, the speed of rotation, ram pressure and angle of gyration. (Following completion of the test strip, calibrate the height daily, the ram pressure and speed of rotation weekly, and the angle of gyration monthly.)

334-4.4.2.2 Plant Testing Requirements: During the initial production period, take a minimum of three separate sets of mixture samples which will be used for extraction gradation analysis and determination of volumetric properties. Provide a split sample of one of the samples for comparison testing with the Engineer if determined necessary by the Engineer.

334-4.4.2.3 Roadway Testing Requirements: For density determination, obtain 6 inch diameter roadway cores at random locations as directed by the Engineer within the test strip, at a frequency shown in Table 334-16.

334-4.4.2.4 Criteria for Passing Test Strip: Resume production when authorized by the Engineer based upon acceptable extraction gradation analysis as determined in accordance with 334-4.4.3, acceptable volumetric properties as determined in accordance with 334-4.4.4, acceptable density in accordance with 334-5.4.2, and a favorable comparison with the Engineer's test results (G_{mb} at N_{design} (within 1%) and G_{mm} (within 0.019) only). In the event that the test strip fails to meet any of the above mentioned criteria, remove and replace the material at no cost to the Department if so directed by the Engineer.

334-4.4.3 Extraction Gradation Analysis: Sample the asphalt mixture at the plant in accordance with FM 1-T 168. The percent asphalt binder content of the mixture will be determined in accordance with FM 5-563 (ignition oven). The gradation of the extracted mixture will be determined in accordance with FM 1-T 030. All test results will be shown to the nearest 0.01. All calculations will be carried to the nearest 0.001 and rounded to the nearest 0.01, in accordance with the Department's rules of rounding.

Run an extraction gradation analysis on the mixture at a minimum frequency of once per production day when the daily production is less than 1,000 tons. If the daily production exceeds 1,000 tons, perform the extraction gradation analysis of the mix a minimum of two times per production day.

During normal production, the Engineer will not require extraction gradation analysis on days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons.

The target gradation and asphalt content will be as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 334-4.3.

If the percentage of asphalt binder deviates from the optimum asphalt binder content by more than 0.55%, or the percentage passing any sieve falls outside the limits in Table 334-13, immediately resample the mix and test to validate the previous test result, and if needed, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in Table 334-13 for any sieve, notify the Engineer and take immediate steps to identify and correct the problem, then resample the mix. If the results from this test deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in Table 334-13 for any sieve, stop plant operations until the problem has been corrected.

Table 334-13 Tolerances for Quality Control Tests (Extraction Gradation Analysis)	
Size	Percent Passing
1 inch	7.0
3/4 inch	7.0
1/2 inch	7.0
3/8 inch	7.0
No. 4	7.0
No. 8	5.5
No. 16	5.0
No. 30	4.5
No. 50	4.5
No. 100	3.0
No. 200	2.0

Maintain control charts showing the results of the extraction gradation analysis (asphalt binder content and sieve analysis).

334-4.4.4 Volumetric Control: During production of the mix, monitor the volumetric properties of the Superpave mix with a Superpave Gyratory Compactor to determine the air voids, VMA, VFA, and dust-to-effective asphalt binder ratio (dust proportion) at N_{design}.

Take appropriate corrective actions in order to maintain an air void content at N_{design} between 3.0 and 5.0% during production. When the air void content at N_{design} drops below 2.5 or exceeds 5.5%, stop plant operations until the appropriate corrective actions are made and the problem is resolved to the satisfaction of the Engineer. Evaluate any failing material in accordance with 334-6.

Determine the volumetric properties of the mixture at a minimum frequency of once per production day when the daily production is less than 1,000 tons. If the daily production exceeds 1,000 tons, monitor the volumetric properties two times per production day.

During normal production, volumetric properties of the mixture will not be required on days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons.

Testing required for volumetric property determination includes AASHTO TP-4, FM 1-T 209, FM 5-563 and FM 1-T 030. Prior to testing samples in accordance with AASHTO TP-4 and FM 1-T 209, condition the test-sized sample for one hour at the compaction temperature in a covered container.

Maintain control charts showing the results of the volumetric testing (air voids, G_{mm}, G_{mb}).

334-4.4.5 Plant Calibration: At or before the start of mix production, perform an extraction gradation analysis of the mix to verify calibration of the plant. This extraction gradation analysis may also be used for the first test of the first day's production.

334-4.4.6 Viscosity of Asphalt Binder in Mixes Containing Reclaimed Asphalt Pavement: When RAP is a component material, assure that the viscosity of the asphalt binder material in the asphalt mixture, when determined in accordance with FM 1-T 202, will be within the range of 4,000 - 12,000 poises. This determination will be made on samples obtained by the Engineer on a random basis at a frequency of approximately one per 2,000 tons of mix.

If the viscosity determined by the Engineer is out of the specified range, adjust the binder formulation or blend or RAP in the mix to bring the viscosity within tolerance.

334-4.4.7 Process Control of In-Place Compaction: Develop and implement a method to control the compaction of the pavement and ensure its compliance with the minimum specified density requirements. Include density determinations by the use of a nuclear density gauge at a frequency of one test per 1,000 feet of compacted pavement in the process control. Other density measuring devices may be used in lieu of the nuclear density gauge, provided that it is demonstrated to the satisfaction of the Engineer that the device can accurately measure the relative level of density in the pavement on a consistent basis.

334-5 Acceptance of the Mixture.

334-5.1 General: The asphalt mixture will be accepted based on one of the following methods as determined by the Engineer and/or Contract Documents:

1) Certification by the Contractor
2) Certification and Process Control Testing by the Contractor
3) Acceptance testing by the Engineer
4) Other method(s) as determined by the Contract

334-5.2 Certification by the Contractor: Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with the Specifications.

334-5.3 Certification and Process Control Testing by the Contractor: Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with the Specifications, along with supporting test data documenting all process control testing as described in 334-4.4. If so required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the Process Control testing.

334-5.4 Acceptance Testing by the Engineer:

334-5.4.1 Acceptance at the Plant: The asphalt mixture will be accepted at the plant, with respect to gradation and asphalt binder content, on a LOT to LOT basis. However, any load or loads of mixture which, in the opinion of the Engineer, are unacceptable for reasons of excessive segregation, aggregates improperly coated, or of excessively high or low temperature will be rejected for use in the work.

A standard size LOT at the asphalt plant will consist of 4,000 tons with four equal sublots of 1,000 tons each.

A partial LOT may occur due to the following:

(1) the completion of a given mix type on a project.

(2) an approved LOT termination by the Engineer due to a change in process, extended delay in production (greater than 60 days), or change in mix design.

If the partial LOT contains one or two sublots with their appropriate test results, then the previous full-size LOT will be redefined to include this partial LOT and the evaluation of the LOT will be based on either five or six sublot determinations. If the partial LOT contains three sublots with their appropriate test results, this partial LOT will be redefined to be a whole LOT and the evaluation of it will be based on three sublot determinations.

When the total quantity of any mix is less than 3,000 tons, the partial LOT will be evaluated for the appropriate number of sublots from n=1 to n=3. When the total quantity of any mix type is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run extraction and gradation analysis for verification purposes; however, the provisions for partial payment will not apply.

On multiple project contracts, the LOT(s) at the asphalt plant will carry over from project to project.

334-5.4.1.1 Acceptance Procedures: Control all operations in the handling, preparation, and production of the asphalt mix so that the percent asphalt binder content and the percents passing the No. 8 and No. 200 sieves will meet the targets from the mix design within the tolerances shown in Table 334-14.

Table 334-14
Tolerances for Acceptance Tests

Characteristic	Tolerance*
Asphalt Binder Content	±0.55%
Passing No. 8 Sieve	±5.50%
Passing No. 200 Sieve	±2.00%

*Tolerances for sample size of n=1. See Table 334-15 for other sample sizes n=2 through n=6.

Acceptance of the mixture will be on the basis of test results on consecutive random samples from each LOT. The Engineer will take one random sample from each sublot. The asphalt mixture will be sampled at the plant in accordance with FM 1-T 168. The percent asphalt binder content of the mixture will be determined in accordance with FM 5-563. The percentages passing the No. 8 and No. 200 sieves will be determined in accordance with FM 1-T 030.

Calculations for the acceptance test results for asphalt binder content and gradation (percentages passing the No. 8 and No. 200 sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the 0.001 and rounded to the nearest 0.01 in accordance with the Department's rules of rounding.

Payment will be made on the basis of Table 334-15 “Acceptance Schedule of Payment”. The process will be considered out of control when the deviation of any individual test result from the mix design falls in the 80% pay factor for the “1 Test” column of Table 334-15. When this happens, the LOT will be automatically terminated and acceptance of the LOT determined in accordance with Table 334-15.

Table 334-15 Acceptance Schedule of Payment (Asphalt Plant Mix Characteristics)						
Average of Accumulated Deviations of the Acceptance Tests from the Mix Design						
Pay Factor	1-Test	2-Tests	3-Tests	4-Tests	5-Tests	6-Tests
Asphalt Binder Content						
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35	0.00-0.33	0.00-0.31
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40	0.34-0.37	0.32-0.36
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45	0.38-0.42	0.36-0.39
0.80*	over 0.75	over 0.57	over 0.50	over 0.45	over 0.42	over 0.39
No. 8 Sieve **						
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50	0.00-3.29	0.00-3.13
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00	3.30-3.74	3.14-3.54
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50	3.75-4.18	3.55-3.95
0.90	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00	4.19-4.63	3.96-4.36
0.80*	over 8.50	over 6.45	over 5.54	over 5.00	over 4.63	over 4.36
No. 200 Sieve **						
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50	0.00-1.45	0.00-1.41
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70	1.46-1.63	1.42-1.57
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90	1.64-1.80	1.58-1.73
0.80*	over 2.80	over 2.27	over 2.04	over 1.90	over 1.80	over 1.73

*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the indicated partial pay may be accepted. Otherwise, the Engineer will require removal and replacement at no cost. The Contractor may remove and replace at no cost to the Department at any time.

**When there are two reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these two gradation test results.

Note: Deviations are absolute values with no plus or minus signs.

When possible, the Engineer will complete all acceptance tests on the same day the sample was taken, and on no occasion will they be completed later than the following work day.

334-5.4.1.2 Automatic Batch Plant With Printout: Acceptance determinations for asphalt binder content and gradation for mixtures produced by automatic batch plants with printout will be based on extraction results as specified in 334-5.4.1.1.

334-5.4.2 Acceptance on the Roadway:

334-5.4.2.1 Density Control: The in-place density of each course of asphalt mix construction will be evaluated by the use of 6 inch diameter roadway cores. The required average density of a completed course will be based on the maximum specific gravity (G_{mm}) of the as-produced mix.

The Engineer will not perform density testing on patching courses, leveling courses, open-graded friction courses, or any course with a specified thickness less than 1 inch or a specified spread rate less than 105 lb/yd^2. In addition, density testing will not be performed on the following areas when they are less than 1,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes or deceleration lanes. Compact these courses (with the exception of open-graded friction courses) in accordance with the rolling procedure as approved by the Engineer.

334-5.4.2.1.1 LOTs: For the purpose of acceptance and determination of payment, each day's production will be divided into LOTs, and all LOTs are to be closed out at the end of the day. The standard size of a LOT will consist of 5,000 feet of any pass made by the paving train regardless of the width of the pass. Changes in thickness, mix design, or underlying layer shall constitute a separate LOT. Mix placed on the shoulder shall also be considered a separate LOT. Pavers traveling in echelon will be considered as two separate passes. When at the end of a day's production (production day) or the completion of a given course, layer, or mix, or at the completion of the project, a LOT size is determined to be less than 5,000 feet, it is considered a partial LOT. Partial LOTs are to be handled as follows:

If the length of the partial LOT is 2,000 feet or less, then the previous full-size LOT will be redefined to include this partial LOT and the number of tests required for the combined LOT will be as shown in Table 334-16. If the partial LOT is 2,000 feet or less, and a previous full-size LOT from the same day, mix, layer and project is not available, then the partial LOT will be evaluated separately and the number of tests required for the partial LOT will be as shown in Table 334-16. If the partial LOT is greater than 2,000 feet long, it will be evaluated separately, with the number of tests required as shown in Table 334-16.

Table 334-16
Density Testing Requirements for Partial LOTs

(feet)	Number of Tests
Less than 3,000	3
3,001 - 4,000	4
4,001 - 5,000	5
5,001 - 6,000	6
6,001 - 7,000	7
Greater than 7,000	2 LOTs

334-5.4.2.1.2 Target Maximum Specific Gravity: The target maximum specific gravity of the mix will be based on the average daily value as determined by the Contractor's Process Control testing described in 334-4.4. Obtain two separate samples for maximum specific gravity determination on a daily basis. If only one maximum specific gravity test value is available, this value shall be used as the target maximum specific gravity. If a maximum specific gravity value is not determined for a day's production, the previous day's value will be used. Obtain, under the Engineer's supervision, split samples of the asphalt mixture used for the maximum specific gravity test for verification purposes. The minimum size of the split sample will be 4,000 g. The split samples shall be conditioned in accordance with 334-4.4.4

prior to testing and will become the property of the Department. The split samples will become the property of the Department. In the event of an obvious sampling or testing error, the Engineer may allow the Contractor to retest a portion of the split sample. The Engineer will run verification tests on the split samples in order to determine the acceptability of the Contractor's test results. If the verification test result differs from the Quality Control test result by more than 0.019 for two consecutive tests, the target G_{mm} value will be established by the Department's result until the cause of the discrepancy is identified and resolved to the satisfaction of the Engineer.

334-5.4.2.1.3 Acceptance: The completed pavement will be accepted with respect to density on a LOT basis. For each LOT, 6 inch diameter roadway cores will be obtained at random locations within the LOT, at the frequency shown in Table 334-16. Obtain the roadway cores at the random locations as directed by the Engineer, at the end of each day's production prior to opening the roadway to traffic. The locations of the cores will be determined in the longitudinal direction by the use of statistically derived stratified random number tables furnished by the Department. The locations of the cores transversely will be uniformly spaced across the width of the pavement, with no cores located closer than 1 foot of any unsupported edge. These will also be used for partial LOTs. Assume responsibility for maintenance of traffic, coring, patching the core holes, and trimming the cores to the proper thickness prior to density testing.

The density of the cores will be determined in accordance with FM 1-T 166, and will be averaged for each LOT. To receive full payment for density, the average density of a LOT shall be a minimum of 92% of G_{mm}. Partial payment will be made for those LOTs that have an average density less than 92% of G_{mm} based on Table 334-17 (for pavements with an unrestricted compactive effort). As an exception, if the Engineer (or Contract Documents) limits compaction to the static mode, the percent of payment will be based on the Restricted Compactive Effort schedule defined in Table 334-17.

Once the average density of a LOT has been determined, do not provide additional compaction to raise the average.

Table 334-17
Payment Schedule For Density

Unrestricted Compactive Efforts (Vibratory and/or Static)		Restricted Compactive Efforts (Static Only)	
Percent of Maximum Specific Gravity (G_{mm})	Percent of Payment	Percent of Maximum Specific Gravity (G_{mm})	Percent of Payment
92.0 and above	100	91.0 and above	100
91.0 to less than 92.0	95	90.5 to less than 91.0	95
90.0 to less than 91.0	90	90.0 to less than 91.5	90
Less than 90.0 *	0 Remove and Replace	Less than 90.0 *	0 Remove and Replace

*The Department will require removal and replacement at no cost. The Contractor may remove and replace at no cost to the Department at any time.

334-5.4.2.1.4 Additional Density Requirement:

1) On shoulders with a width of 5 feet or less, the Engineer will not require density. Compact the pavement in accordance with the rolling procedure (equipment and pattern) approved by the Engineer. Stop the production of the mix if the rolling procedure deviates from the approved procedure.

334-5.4.2.2 Surface Tolerance: The asphalt mixture will be accepted on the roadway with respect to surface tolerance in accordance with the applicable requirements of 330-12.

334-5.5 Additional Tests: The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

334-5.5.1 Verification of Volumetric Properties: The Engineer will verify the densification properties of the mix during production with the Superpave Gyratory Compactor and will determine volumetric properties of the mix (air voids, VMA, VFA, and dust-to-effective asphalt binder ratio). The Engineer will condition the specimens as specified in 334-4.4.4 prior to testing.

Take appropriate corrective actions to maintain an air void content at N_{design} between 3.0 and 5.0% during production. When the air void content at N_{design} drops below 2.5 or exceeds 5.5%, stop plant operations until the appropriate corrective actions are made and the problem is resolved. Evaluate any failing material in accordance with 334-6.

When plant operations are stopped for mixes that have failing volumetric properties, obtain the Engineer's approval prior to resuming production of the mix. Limit production to 500 tons until passing volumetric properties are obtained.

334-6 Disposition of Failing Material.

Any material that is represented by failing test results identified in 334-4.4.4 or 334-5.5.1 (less than 2.5% air voids at N_{design}) will be evaluated to determine if removal and replacement is necessary. Remove and replace any material, if required, at no cost to the Department. The evaluation will be conducted by the Engineer. If so directed, obtain an engineering analysis, as directed by the Engineer, by an independent laboratory (as approved by the Engineer) to determine if the material can (a) remain in place, for this case the appropriate pay factor will be applied, or (b) be removed and replaced at no cost to the Department. The analysis will be a signed and sealed report by a Professional Engineer licensed in the State of Florida.

334-7 Method of Measurement.

For the work specified under this Section (including the pertinent provisions of Sections 320 and 330), the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix. For the calculation of unit price adjustments of bituminous material,

the asphalt content will be based on the percentage specified in 9-2.1.2. The weight will be determined as provided in 320-2 (including the provisions for the automatic recordation system).

334-8 Basis of Payment:

Price and payment will be full compensation for all the work specified under this Section (including the applicable requirements of Sections 320 and 330).

Payment shall be made under:

Item No. 334- 1- Superpave Asphaltic Concrete - per ton.

ASPHALT CONCRETE FRICTION COURSES (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 1-1-00) (1-13)

SECTION 337
ASPHALT CONCRETE FRICTION COURSES

337-1 Description.

Construct an asphalt concrete friction course. This Section specifies mixes designated as Friction Course 2 (FC-2), Friction Course 3 (FC-3), Friction Course 5 (FC-5) and Friction Course 6 (FC-6).

Meet the plant and equipment requirements of Section 320, as modified herein. Meet the general construction requirements of Section 330, as modified herein.

337-2 Materials.

337-2.1 General Requirements: Meet the requirements specified in Division III as modified herein. The Engineer will base continuing approval of material sources on field performance.

337-2.2 Asphalt Rubber Binder: Meet the requirements of Section 336, and any additional requirements or modifications specified herein for the various mixtures. For projects with a total quantity of FC-2, FC-3, FC-5 or FC-6 less than 500 tons [450 metric tons], the Contractor may elect to substitute a PG 76-22 or PG 70-22 for the ARB-12 or ARB-5, respectively, meeting the requirements of AASHTO MP-1.

337-2.3 Coarse Aggregate: Meet the requirements of Section 901, and any additional requirements or modifications specified herein for the various mixtures.

337-2.4 Fine Aggregate: Meet the requirements of Section 902, and any additional requirements or modifications specified herein for the various mixtures.

337-2.5 Hydrated Lime: Meet the requirements of AASHTO M303 Type 1. Provide certified test results for each shipment of hydrated lime indicating compliance with the specifications.

337-2.6 Fiber Stabilizing Additive (Required for FC-5 only): Use either a mineral or cellulose fiber stabilizing additive. Meet the following requirements:

337-2.6.1 Mineral Fibers: Use mineral fibers made from virgin basalt, diabase, or slag treated with a cationic sizing agent to enhance the disbursement of the fiber, as well as to

increase adhesion of the fiber surface to the bitumen. Meet the following requirements for physical properties:

1. Size Analysis
   - Average fiber length ..... 0.25 inch [6.0 mm] (maximum)
   - Average fiber thickness 0.0002 inch [0.005 mm] (maximum)
2. Shot Content (ASTM C612)
   - Percent passing No. 60 [250 μm] Sieve ..... 90 - 100
   - Percent passing No.230 [63 μm] Sieve ..... 65 - 100

Provide certified test results for each batch of fiber material indicating compliance with the above tests.

337-2.6.1.1 Notice of Patented Process: Take notice that the use of mineral fibers treated with cationic sizing agent and the size analysis range for average fiber thickness are subject to U.S. Patent No. 4,613,376, held by Fiberand Corporation, 7150 Southwest 62nd Avenue, South Miami, Fl. 33143. Obtain all mineral fibers required to meet the FC-5 requirements of this Contract only from Fiberand Corporation or a duly authorized licensee of Fiberand. Assume responsibility, pursuant to 7-3, for obtaining any and all necessary rights to use such processes and pay any and all royalties, license fees or other costs incurred in order to meet the FC-5 requirements of this Contract. Include any and all royalties, license fees and other costs arising due to the existence of U.S. Patent No. 4,613,376 in the bid unit price for friction course FC-5.

337-2.6.2 Cellulose Fibers: Use cellulose fibers meeting the following requirements:

1. Fiber length ..... 0.25 inch [6.0 mm] (maximum)
2. Sieve Analysis
   a. Alpine Sieve Method
      - Percent passing No. 100 [150 μm] sieve 60-80

   b. Ro-Tap Sieve Method
      - Percent passing No. 20 [850μm] sieve..... 80-95
      - Percent passing No. 40 [425μm] sieve..... 45-85
      - Percent passing No. 100 [150μm sieve..... 5-40
3. Ash Content: ..... 18% non-volatiles (±5%)
4. pH:..... 7.5 (±1.0)
5. Oil Absorption: ..... 5.0 (±1.0) (times fiber weight)
6. Moisture Content: ..... 5.0 (maximum)

Provide certified test results for each batch of fiber material indicating compliance with the above tests.

337-3 General Composition of Mixes.

337-3.1 General: Use a bituminous mixture composed of aggregate (coarse, fine, or a mixture thereof), asphalt rubber binder, and in some cases, fibers and/or hydrated lime. Size, uniformly grade and combine the aggregate fractions in such proportions that the resulting mix meets the requirements of this Section. The use of RAP material will not be permitted.

337-3.2 Specific Component Requirements by Mix:

337-3.2.1 FC-2:

337-3.2.1.1 Aggregates: In addition to the requirements of Section 901, meet the following coarse aggregate requirements. Use either crushed granite, crushed slag, or lightweight aggregates approved by the Engineer. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% non-carbonate material as determined by FM 5-510 and the Engineer grants approval of the source prior to its use. Aggregates other than those listed above may be used if approved by the Engineer.

337-3.2.1.2 Asphalt Rubber: Use an ARB-12 asphalt rubber.

337-3.2.2 FC-3:

337-3.2.2.1 Aggregates: In addition to the requirements of Section 901, meet the following coarse aggregate requirements. Use either crushed gravel, crushed granite, crushed slag, or crushed limestone from the Oolitic formation as specified for use in FC-2. Aggregates other than those listed above may be used if approved by the Engineer.

In addition to the requirements of Section 902, meet the following fine aggregate requirements. Use crushed screenings or a combination of crushed screenings and local materials. Use crushed screenings composed of hard, durable particles resulting from crushing or processing the coarse aggregate as specified above. Screenings from other approved sources may be used provided that the total of these screenings along with silica sand or local materials does not exceed 40%. Ensure that not more than 20% by weight of the total aggregate used is silica sand or local materials defined in Section 902.

337-3.2.2.2 Asphalt Rubber: Use an ARB-5 asphalt rubber.

337-3.2.3 FC-5:

337-3.2.3.1 Aggregates: Use an aggregate blend which consists of either 100% crushed granite or 100% crushed Oolitic limestone.

In addition to the requirements of Section 901, meet the following coarse aggregate requirements. Use either crushed granite or crushed limestone. Use crushed limestone from the Oolitic formation, which contains a minimum of 12% non-carbonate material (as determined by FM 5-510), and has been approved for this use.

In addition to the requirements of Section 902, meet the following fine aggregate requirements. Use either crushed granite screenings, or crushed Oolitic limestone screenings for the fine aggregate.

337-3.2.3.2 Asphalt Rubber: Use an ARB-12 asphalt rubber.

337-3.2.3.3 Hydrated Lime: Add the lime at a dosage rate of 1.0% by weight of the total dry aggregate to mixes containing granite.

337-3.2.3.4 Fiber Stabilizing Additive: Add either mineral fibers at a dosage rate of 0.4% by weight of the total mix, or cellulose fibers at a dosage rate of 0.3% by weight of total mix.

337-3.2.4 FC-6:

337-3.2.4.1: Aggregates: Use coarse and fine aggregate components which also meet the aggregate requirements for an SP-9.5 or SP-12.5 Superpave mix as specified in Section 334.

In addition to the requirements of Section 901, meet the following coarse aggregate requirements. Use either crushed granite, crushed slag, crushed river gravel, lightweight aggregate (that has been approved for this use), or crushed limestone for the coarse aggregate component. Use crushed limestone from the Oolitic formation, which contains a minimum of 12% non-carbonate material (as determined by FM 5-510), and is approved for this use. In addition, other types of aggregates may be used if approved for this use by the Engineer.

In addition to the requirements of Section 902, meet the following fine aggregate requirements. Use crushed screenings or a combination of crushed screenings and local materials for the fine aggregate components. Use crushed screenings composed of hard, durable particles resulting from the crushing or processing of coarse aggregate as specified above. In addition, screenings from other approved sources may be used provided that the total of these screenings (along with silica sand or local materials) does not exceed 40%.

337-3.2.4.2: Asphalt Rubber: Use an ARB-5 asphalt rubber.

337-3.3 Grading Requirements:

337-3.3.1 FC-2 and FC-3: Use a mixture with a gradation within the design range specified in Table 331-1.

337-3.3.2 FC-5: Use a mixture having a gradation at design within the ranges shown in Table 337-1.

Table 337-1
FC-5 Gradation Design Range

3/4 inch [19.00 mm]	1/2 inch [12.50 mm]	3/8 inch [9.50 mm]	No.4 [4.75 mm]	No.10 [2.00 mm]	No. 40 [425 µm]	No. 80 [180µm]	No. 200 [75 µm]
100	85-100	55-75	15-25	5-10	-	-	2-4

337-3.3.3 FC-6: Meet the design gradation requirements for a SP-9.5 Superpave mix passing below the restricted zone, or the design gradation requirements for a SP-12.5 Superpave mix passing above the restricted zone, as specified in Section 334.

337-4 Mix Design.

337-4.1 FC-2 and FC-5: The Department will design the FC-2 and FC-5 mixtures. Furnish materials and the appropriate information (source, gradation, etc.) as specified in 331-4.3. The Department will have two weeks to design the mix.

The Department will establish the design binder content for FC-2 within the following ranges based on aggregate type:

Aggregate Type	Binder Content % by weight of total mix
Crushed Granite	5.5-7.0
Crushed Slag	6.0-8.0
Crushed Limestone (Oolitic)	6.5-7.5
Lightweight	12.5-15.0

The Department will establish the design binder content for FC-5 within the following ranges based on aggregate type:

Aggregate Type	Binder Content
Crushed Granite	5.5 - 7.0
Crushed Limestone (Oolitic)	6.5 - 7.5

337-4.2 FC-3: Provide a mix design conforming to the requirements of 331-4.3. Submit data showing that the mix design meets the requirements of Table 331-2 using an ARB-5 meeting the requirements of Section 336.

337-4.3 FC-6: Provide a mix design conforming to the requirements of 334-4.2 for Traffic Level C unless otherwise designated in the plans. Develop the mix design using an ARB-5 meeting the requirements of Section 336.

337-5 Contractor's Quality Control.

Provide the necessary quality control of the friction course mix and construction in accordance with the applicable provisions of 331-5.2 for FC-2, FC-3 and FC-5, and 334-4.4 for FC-6. After the mix design has been approved, furnish the material to meet the approved mix design in accordance with the provisions of 331-4.4.2 and Table 331-3 for FC-2, FC-3 and FC-5, and 334-4.4 for FC-6. Calibrate the plant in accordance with 331-4.4.3 and Table 331-3.

The Engineer will monitor the spread rate periodically to ensure uniform thickness. Provide quality control procedures for daily monitoring and control of spread rate variability. If the spread rate varies by more than 5% of the spread rate set by the Engineer in accordance with 337-8, immediately make all corrections necessary to bring the spread rate into the acceptable range.

337-6 Acceptance of Mix.

337-6.1 Acceptance at the Plant: The bituminous mix will be accepted at the plant with respect to gradation and asphalt content in accordance with the applicable requirements of 331-6 for FC-2, FC-3 and FC-5, and 334-5 for FC-6, with the exception that the asphalt content of the mixture will be determined in accordance with FM 5-563, and the gradation will be determined in accordance with FM 1-T 030.

337-6.2 Acceptance on the Roadway: The FC-3 mix will be accepted on the roadway with respect to density in accordance with the applicable provisions of 330-10. There will be no density requirements for FC-2 and FC-5.

The FC-2, FC-3 and FC-5 mixtures will be accepted on the roadway with respect to surface tolerance in accordance with the applicable provisions of 330-12.

The FC-6 mix will be accepted on the roadway with respect to density and surface tolerance in accordance with the applicable provisions of 334-5.4.

337-6.3 Additional Tests: The provisions of 331-5.5 will apply to FC-2, FC-3 and FC-5. The provisions of 334-5.5 will apply to FC-6.

337-7 Special Construction Requirements

337-7.1 Hot Storage of FC-2 and FC-5 Mixtures: When using surge or storage bins in the normal production of FC-2 and FC-5, do not leave the mixture in the surge or storage bin for more than one hour.

337-7.2 Longitudinal Grade Controls for Open-Graded Friction Courses: On FC-2, do not use a longitudinal grade control (skid, ski, or traveling stringline). Use a joint matcher. On FC-5, use either longitudinal grade control (skid, ski or traveling stringline) or a joint matcher.

337-7.3 Temperature Requirements for FC-2:

337-7.3.1 Air Temperature at Laydown: Spread the mixture only when the air temperature, taken as the temperature in the shade away from artificial heat, is at or above 60ºF [15ºC].

337-7.3.2 Temperature of the Mixture: Heat and combine the asphalt rubber binder and aggregate in a manner which will produce a mixture having a temperature, when discharged from the plant, meeting the requirements of 330-6.3. Meet all the requirements of 330-9.1.2 at the roadway.

337-7.4 Compaction of FC-2: Perform only seal rolling using a tandem steel-wheel roller. Do not allow the weight of the steel-wheel roller to exceed 135 lb/in (PLI) [2.4 kg/mm] of drum width.

Non SI Units

$$\text{PLI} = \frac{\text{Total Weight of Roller (pounds)}}{\text{Total Width of Drums (inches)}}$$

SI Units

$$\text{kg}/\text{mm} = \frac{\text{Total Weight of Roller (kilograms)}}{\text{Total Width of Drums (millimeters)}}$$

Perform seal rolling with a single coverage and with a nominal amount of overlap. Where the lane being placed is adjacent to a previously laid mat, do not pinch the longitudinal joint with the roller on the cold mat. Pinch the longitudinal joint with the roller on the mat being rolled, overlapping onto the cold mat by no more than 3 inches [75 mm]. Never allow a roller on the mat after completing the seal rolling.

337-7.5 Temperature Requirements for FC-3:

337-7.5.1 Air Temperature at Laydown: Spread the mixture only when the air temperature, taken in the shade away from artificial heat, is at or above 45ºF [7ºC].

337-7.5.2 Temperature of the Mixture: Heat and combine the asphalt rubber binder and aggregate in a manner which will produce a mixture having a temperature, when discharged from the plant, meeting the requirements of 330-6.3. Meet all requirements of 330-9.1.2 at the roadway.

337-7.6 Temperature Requirements for FC-5:

337-7.6.1 Air Temperature at Laydown: Spread the mixture only when the air temperature (the temperature in the shade away from artificial heat) is at or above 65ºF [18ºC].

337-7.6.2 Temperature of the mix: Heat and combine the asphalt rubber binder and aggregate in a manner to produce a mix having a temperature, when discharged from the plant, meeting the requirements of 330-6.3. Meet all the requirements of 330-9.1.2 at the roadway.

337-7.7 Compaction of FC-5: Provide 2, 8-10 ton static steel-wheeled rollers. (Any variation of this equipment requirement must be approved by the Engineer.) The Engineer will establish the appropriate rolling pattern for the pavement. If the rollers crush the aggregate, use a tandem steel-wheel roller weighing not more than 135 lb/in (PLI) [2.4 kg/mm] of drum width as determined in accordance with 337-7.4.

337-7.8. Temperature Requirements for FC-6:

337-7.8.1 Air Temperature at Laydown: Spread the mixture only when the air temperature (the temperature in the shade away from artificial heat) is at or above 45ºF [7ºC].

337-7.8.2 Temperature of the mix: Heat and combine the asphalt rubber binder and aggregate in a manner to produce a mix having a temperature, when discharged from the plant, meeting the requirements of 330-6.3. Meet all the requirements of 330-9.1.2 at the roadway.

337-7.9 Prevention of Adhesion: To minimize adhesion to the drum during the rolling operations, the Contractor may add a small amount of liquid detergent to the water in the roller.

At intersections and in other areas where the pavement may be subjected to cross-traffic before it has cooled, spray the approaches with water to wet the tires of the approaching vehicles before they cross the pavement.

337-7.10 Transportation Requirements of Friction Course Mixtures: Cover all loads of friction course mixtures with a tarpaulin.

337-8 Thickness of Friction Courses.

The thickness of the friction courses will be based on the spread rate set by the Engineer. Plan quantities are based on the maximum spread rate within the ranges shown below. Pay quantities may be less, based on the spread rate set by the Engineer.

337-8.1 Spread Rate for FC-2: For FC-2 with granite, oolitic limestone, or other conventional aggregate, the Engineer will set the spread rate within the range of 50 - 60 lb/yd^2 [27 - 34 kg/m^2]. For FC-2 with lightweight aggregate, the Engineer will set the spread rate within the range of 28 - 35 lb/yd^2 [15 - 19 kg/m^2].

337-8.2 Spread rate for FC-3: The Engineer will set the spread rate within the range of 100 - 110 lb/yd^2 [54 - 60 kg/m^2].

337-8.3 Spread Rate of FC-5: The Engineer will set the spread rate within the range of 70 - 80 lb/yd^2 [38 - 44 kg/m^2].

337-8.4 Spread Rate of FC-6: The Engineer will set the spread rate within the range of 150 - 160 lb/yd^2 [80 - 88 kg/m^2].

337-9 Special Equipment Requirements for FC-5.

337-9.1 Fiber Supply System: Use a separate feed system to accurately proportion the required quantity of mineral fibers into the mixture in such a manner that uniform distribution is obtained. Interlock the proportioning device with the aggregate feed or weigh system to maintain the correct proportions for all rates of production and batch sizes. Control the proportion of fibers to within plus or minus 10% of the amount of fibers required. Provide flow indicators or sensing devices for the fiber system, interlocked with plant controls so that the mixture production will be interrupted if introduction of the fiber fails.

When a batch plant is used, add the fiber to the aggregate in the weigh hopper or as approved and directed by the Engineer. Increase the batch dry mixing time by 8 to 12 seconds, or as directed by the Engineer, from the time the aggregate is completely emptied into the pugmill. Ensure that the fibers are uniformly distributed prior to the addition of asphalt rubber into the pugmill.

When a drum-mix plant is used, add and uniformly disperse the fiber with the aggregate prior to the addition of the asphalt rubber. Add the fiber in such a manner that it will not become entrained in the exhaust system of the drier or plant.

337-9.2 Hydrated Lime Supply System: For FC-5 mixes containing granite, use a separate feed system to accurately proportion the required quantity of hydrated lime into the mixture in such a manner that uniform coating of the aggregate is obtained prior to the addition of the asphalt rubber. Add the hydrated lime in such a manner that it will not become entrained in the exhaust system of the drier or plant. Interlock the proportioning device with the aggregate feed or weigh system to maintain the correct proportions for all rates of production and batch sizes and to ensure that all mixture produced is properly treated with hydrated lime. Control the proportion of hydrated lime to within plus or minus 10% of the amount of hydrated lime required. Provide and interlock flow indicators or sensing devices for the hydrated lime system with plant controls so that the mixture production will be interrupted if introduction of the hydrated lime fails. The addition of the hydrated lime to the aggregate may be accomplished by Method (A) or (B) as follows:

337-9.2.1 Method (A) - Dry Form: Add hydrated lime in a dry form to the mixture according to the type of asphalt plant being used.

When a batch plant is used, add the hydrated lime to the aggregate in the weigh hopper or as approved and directed by the Engineer. Increase the batch dry mixing time by eight to twelve seconds, or as directed by the Engineer, from the time the aggregate is completely emptied into the pugmill. Uniformly distribute the hydrated lime prior to the addition of asphalt rubber into the pugmill.

When a drum-mix plant is used, add and uniformly disperse the hydrated lime to the aggregate prior to the addition of the asphalt rubber. Add the hydrated lime in such a manner that it will not become entrained in the exhaust system of the drier or plant.

337-9.2.2 Method (B) - Hydrated Lime/Water Slurry: Add the required quantity of hydrated lime (based on dry weight) in a hydrated lime/water slurry form to the aggregate. Provide a solution consisting of hydrated lime and water in concentrations as directed by the Engineer. Use a plant equipped to blend and maintain the hydrated lime in suspension and to mix it with the aggregates uniformly in the proportions specified.

337-10 Method of Measurement.

The quantity to be paid for will be the weight, in tons [metric tons], as determined in accordance with 320-2 (including provisions for the automatic recordation system). The pay quantity will be based on the average spread rate for the project, limited to a maximum of 105% of the spread rate set by the Engineer in accordance with 337-8.

337-11 Basis of Payment.

Price and payment will be full compensation for all the work specified under this Section, including the cost of the asphalt rubber (asphalt cement, ground tire rubber, anti-stripping agent, blending, and handling), as well as fiber stabilizing additive and hydrated lime (if required).

Payment will be made under:

Item No.	337- 7-	Asphaltic Concrete Friction Course -per ton.
Item No.	2337- 7-	Asphaltic Concrete Friction Course -per metric ton.

PORTLAND CEMENT CONCRETE (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 01-00) (1-13)

SECTION 346
PORTLAND CEMENT CONCRETE

346-1 Description.

Use concrete composed of a mixture of portland cement, aggregate, water, and, where specified, admixtures and pozzolan. Deliver the portland cement concrete to the site of placement in a freshly mixed, unhardened state.

Meet the production and quality control of concrete provisions of this Section and the Florida Department of Transportation Standard Operating Procedures.

346-2 Materials.

346-2.1 General: Meet the following requirements:

Coarse Aggregate	Section 901
Fine Aggregate*	Section 902
Portland Cement	Section 921
Water	Section 923
Admixtures	Section 924
Fly Ash, Slag** and Microsilica (Pozzolanic Materials)	Section 929

*The Engineer will allow only silica sand except as provided in 902-5.2.3.

**The Engineer will allow only granulated blast furnace slag.

Use the materials containing no hardened lumps, crusts or frozen matter, and that are not contaminated with dissimilar material.

346-2.2 Types of Cement: Unless a specific type of cement is designated elsewhere, use Type I, Type IP, Type IS, Type IP(MS), Type II, or Type III cement in all classes of concrete.

Use only the types of cements designated for each environmental condition in structural concrete.

TABLE 1

BRIDGE SUPERSTRUCTURES

Component	Slightly Aggressive Environment	Moderately Aggressive Environment	Extremely Aggressive Environment
Precast Superstructure and Prestressed Elements	Type I, Type II, Type III, Type IP, Type IS, or Type IP (MS)	Type I, Type II, and Type III all with Fly Ash or Slag; Type IP, Type IS, or Type IP(MS)	Type II with Fly Ash or Type II with Slag
C.I.P. Superstructure Slabs and Barriers	Type I, Type II, Type IP, Type IS, or Type IP(MS)	Type I with Fly Ash or Slag, Type II, Type IP, Type IS, or Type IP(MS)	Type II with Fly Ash or Type II with Slag

BRIDGE SUBSTRUCTURE, DRAINAGE STRUCTURES AND OTHER STRUCTURES

Component	Slightly Aggressive Environment	Moderately Aggressive Environment	Extremely Aggressive Environment
All Structure Components	Type I, Type II, Type III, Type IP, Type IS, or Type IP (MS)	Type I with Fly Ash or Slag, Type II, Type IP, Type IP(MS), or Type IS	Type II with Fly Ash or Type II with Slag

346-2.3 Use of Fly Ash, Slag, Microsilica, and Other Pozzolanic Materials: The Contractor may use fly ash, slag, microsilica and other pozzolanic materials as a cement replacement in all classes of concrete (when Type I, Type II, or Type III cement is used) with the following limitations:

(1) When fly ash, slag or microsilica is used as a cement replacement, use it on a pound per pound [kilogram per kilogram] basis. Calculate cement replacement as shown in the example.

Example - Assume a total cementitious content of 752 pounds [341 kg]. Calculate the required microsilica for a 7.6% replacement as 752 by .076 = 57 pounds [341 by

.076 = 26 kg]. Calculate the required fly ash for a 20% replacement as 752 by 0.20 = 151 pounds [341 by 0.20 = 68 kg]. Cement required is 544 pounds [247 kg].

(2) Ensure that the quantity of cementitious material replaced with fly ash in mass concrete is greater than 18% and less than 50% by weight of the total cementitious content. The minimum cementitious content for each class of concrete is shown in the Master Proportion Table (Table 3).

(3) Ensure that the quantity of cementitious material replaced with fly ash in drilled shaft concrete is 35 ✂ 2% by weight of the total cementitious content.

(4) For all other concrete uses not covered in (2) and (3) above, ensure that the quantity of cementitious material replaced with fly ash is greater than 18% and less than 22% by weight of the total cementitious content.

(5) Ensure that the pozzolan constituent of Type IP(MS) is in the range of 15 to 40% by weight of the portland-pozzolan cementitious material.

(6) Obtain the Engineer's approval to use pozzolanic materials other than Class F fly ash.

(7) Ensure that the quantity of cementitious material replaced with slag in drilled shaft concrete is 60 ✂ 2% by weight of the total cementitious content.

(8) For all other concrete uses not covered in (7) above, ensure that the quantity of cementitious material replaced with slag is not less than 25% or greater than 70% of the total cementitious content when used in Slightly and Moderately Aggressive environments, and not less than 50% or greater than 70% of the total cementitious content when used in Extremely Aggressive environments. When used in combination with microsilica, ensure that the slag does not replace less than 50% or more than 55% of the total cementitious content.

(9) Ensure that the quantity of cementitious material replaced with microsilica is not less than 7% or greater than 9%. Use high range water reducing admixtures in concrete mixes incorporating microsilica.

346-2.4 Coarse Aggregate Gradation: Produce all concrete using Size No. 57 or Size No. 67 coarse aggregate except as follows:

(1) With the Engineer's approval, the Contractor may use Size No. 8 or Size No. 89 either alone or blended with Size No. 57 or Size No. 67 for concrete construction that is heavily reinforced or for barrier wall or curb construction using slip forms.

(2) The Engineer may approve other gradations of aggregates. The Engineer will consider requests for approval of other gradations individually and will require the Contractor to submit sufficient statistical data to establish production quality and uniformity of the subject aggregates, and to establish the quality and uniformity of the resultant concrete. Furnish aggregate gradations sized larger than nominal maximum size of 1.5 inch [37.5 mm] as two components.

(3) Select the maximum coarse aggregate size so as not to violate the reinforcement spacing provisions given for reinforced concrete in the AASHTO Standard Specifications for Highway Bridges.

346-2.5 Admixture Requirements:

346-2.5.1 Chemical Admixtures: Use concrete containing a water-reducing admixture (Type A) or water-reducing and retarding admixture (Type D). Use a dosage rate that is generally in accordance with the manufacturer's recommended dosage rate. When necessary, adjust the dosage rate.

The Engineer may approve the use of other admixtures. The Engineer will require the Contractor to submit statistical evidence supporting successful laboratory and field trial mixes which demonstrate improved concrete quality or handling characteristics.

The Engineer will not allow chemical admixtures or additives containing calcium chloride (either in the raw materials or introduced during the manufacturing process) in reinforced concrete.

346-2.5.2 Air Entrainment Admixtures: Ensure that all concrete except counterweight concrete contains an air entraining admixture. Establish dosage rates by trial mixes, and adjust them to meet field conditions.

346-2.5.3 High Range Water Reducing Admixtures: Use high range water reducing admixtures in concrete mixes incorporating microsilica. The Contractor may propose the use of an approved High Range Water Reducer (HRWR) admixture, either Type F or Type G. In a proposal to use HRWR for precast items, include a list of precast items for which it is proposed. The Contractor may also propose the use of HRWR for cast-in-place concrete, except for concrete used in drilled shafts. In a proposal to use HRWR for cast-in-place items, include a detailed listing of the areas, locations, elements, etc. for which its use is proposed and the anticipated benefits to be derived from the use of HRWR in each instance.

Perform all testing for plastic concrete properties after the HRWR has been added to the concrete mix.

The Department will not consider Value Engineering credits or other price adjustments for proposals to utilize HRWR in order to reduce the specified minimum cementitious requirements for the various classes of concrete.

In a proposal to use HRWR in concrete, include the following:

A certification from the HRWR supplier that the HRWR admixture proposed meets the requirements of ASTM C 494, Type F or G. Ensure that the certificate states that the one year tests representing the admixture to be supplied have been performed by an independent laboratory approved by the Cement and Concrete Reference Laboratory (CCRL) and that the records of such tests will be furnished to the Department on request. Ensure that the certification also includes an additional statement from the HRWR supplier or an approved independent testing laboratory that the proposed HRWR admixture is compatible with all other admixtures to be included in the concrete design mix.

When a HRWR admixture is proposed for use in the design mix, propose a target slump value. Ensure that the target slump does not exceed 7 inches [180 mm]. Meet the other control requirements and ranges as specified herein.

Include with the confirming data all details of the design mix ingredients, all required certificates from the supplier and independent testing laboratory, and a certificate from the Witnessing Department Engineer. Ensure that the certificate states that the Contractor has demonstrated through production and placement of the required number of batches that concrete containing HRWR has been produced meeting all test requirements, that the HRWR concrete has been satisfactorily mixed in accordance with the Contractor's proposed methods and sequences, and that the concrete was acceptably placed, consolidated and cured.

Before the Engineer approves any design mix, demonstrate through production of at least three batches (3 yd^3 [2.3 m^3] minimum size each) of concrete containing the HRWR that the concrete plant can produce concrete consistently meeting specified slump, air content, and compressive strength requirements. Also demonstrate to the Witnessing Department Engineer that the concrete containing the HRWR admixture in accordance with the proposed

design mixes can be placed, consolidated and finished under conditions existing for the proposed uses. Obtain the Engineer's approval before using HRWR concrete design mixes.

The Engineer may approve proposed HRWR mixes for concrete, centrally mixed at the placement site, without the production of demonstration batches providing you meet the requirements of 346-6.2, and:

(1) A previously approved HRWR mix of the same class has demonstrated satisfactory performance under the proposed job placing conditions with a minimum of 15 consecutive Department acceptance tests which met all plastic and hardened concrete test requirements.

(2) The cement and water reducing admixtures used in the proposed mix are the same materials from the same source used in the previously approved mix (Item (1) above), and the other materials and mix proportions are approved as similar by the Engineer.

Dispose of concrete produced for demonstration purposes at no expense to the Department. Subject to the Engineer's approval, the Contractor may incorporate this concrete into unreinforced concrete items.

Include with each design mix a description of methods, sequences, times and places that the HRWR will be introduced into the concrete mix for each proposed use. Adjust methods, sequences, times and places for introduction of the HRWR to suit the requirements for each proposed use and condition. The Contractor may transfer design mixes including a HRWR based on demonstrated ability of the mix to perform its intended function.

The Engineer will consider design mixes submitted for approval upon receiving certification from the Witnessing Department Engineer that the Contractor has demonstrated the ability to produce concrete containing a HRWR admixture in accordance with the proposed design mixes, meeting minimum strength requirements within specified ranges for slump and air, and which can be placed, consolidated and finished under conditions existing for the proposed uses. In addition, the Witnessing Department Engineer will include in the certification the test values of the slump, air and 28-day strength tests for all demonstration batches of concrete, and an evaluation and description of the Contractor's actual sequences, methods and time required for the placement and consolidation of each batch of concrete. Also include in the certification, the Witnessing Department Engineer's evaluation of the appearance, apparent consolidation and finish texture after form removal of each item cast.

Except for casting unreinforced concrete items as approved by the Engineer, do not produce or place demonstration concrete containing a HRWR admixture for payment under Contract pay items until design mixes containing the HRWR have been approved. To qualify for payment under Contract pay items, ensure that unreinforced demonstration concrete, cast with the approval of the Engineer, meets minimum strength and entrained air requirements contained in these Specifications, and that the slump is within 1.5 inch [40 mm] of the target slump proposed by the Contractor.

346-2.5.4 Corrosion Inhibitor Admixture: Ensure that concrete containing a corrosion inhibitor admixture also contains cementitious materials consisting of Type II cement and Class F fly ash. The Contractor may use ground granulated blast furnace slag in lieu of fly ash.

Ensure that concrete containing a corrosion inhibitor admixture also contains a water reducing retardant admixture (Type D). The Contractor may also need to use a high range water reducer Type F (or Type G) to provide the required workability and to

normalize the setting time of concrete. Ensure that all admixtures are compatible with the corrosion inhibitor admixture.

346-2.6 Mixing Different Coarse Aggregates: The Engineer may allow the substitution of coarse aggregate of the same type from a different source in an approved concrete mix when the aggregate to be substituted is also from an approved source and has similar physical and chemical properties. If unsatisfactory results are obtained with the different source aggregate, return to the aggregate from the originally approved aggregate source of supply.

346-3 Classification, Strength, Slump, and Air Content.

346-3.1 General: The separate classifications of concrete covered by this Section are designated as Class I, Class II, Class III, Class IV, Class V, and Class VI. Strength, slump, and air content of each class are specified in the following (Table 2):

TABLE 2

Class of Concrete	Specified Minimum Strength (28-day) (psi) [(MPa)]	Target Slump (inches) [(mm)](d)	Air Content Range (%)
STRUCTURAL CONCRETE			
I (Pavement) (b)	3,000 [21]	2 [50]	1 to 6
I (Special) (a)	3,000 [21]	3 [75]	1 to 6
II (a)	3,400 [23]	3 [75] (c)	1 to 6
II (Bridge Deck)	4,500 [31]	3 [75] (c)	1 to 6
III	5,000 [35]	3 [75] (c)	1 to 6
III (Seal)	3,000 [21]	8 [200]	1 to 6
IV	5,500 [38]	3 [75] (c)	1 to 6
IV (Drilled Shaft)	4,000 [28]	8 [200]	0 to 6
V (Special)	6,000 [41]	3 [75] (c) (e)	1 to 5
V	6,500 [45]	3 [75] (c)	1 to 5
VI	8,500 [59]	3 [75] (c)	1 to 5

(a) The Contractor may use concrete meeting the requirements of ASTM C 478 (4,000 psi) [ASTM C 478M (30 MPa)] in lieu of Class I or Class II concrete in precast items manufactured in plants which meet the Department's Standard Operating Procedures for Precast Drainage products. Apply the chloride content limits specified in 346-4.2 to all precast or cast-in-place box culverts.

TABLE 2			
Class of Concrete	Specified Minimum Strength (28-day) (psi) [(MPa)]	Target Slump (inches) [(mm)](d)	Air Content Range (%)

(b) Ensure that consistency of the concrete is such that the edges of the pavement surface consistently meet the surface requirements in Section 350.
(c) The Engineer may allow higher target slump, not to exceed 7 inches [180 mm], when a high range water reducer is used.
(d) The Engineer may approve a reduction in the target slump for slipformed or prestressed elements.
(e) When the use of microsilica is required as a pozzolan in Class V (Special) concrete, ensure that the concrete does not exceed a permeability of 1,000 coulombs at 28-days when tested per AASHTO T 277. Submit 2, 4-inch [102 mm] diameter by 8 inch [203 mm] length cylindrical test specimens to the Engineer for permeability testing prior to mix design approval. The permeability of the concrete will be taken as the average of two tests. The Engineer may require permeability tests during production.

346-3.2 Drilled Shaft Concrete: When drilled shaft concrete is specified or required in the Contract Documents and is to be placed in any wet shaft, provide concrete in accordance with the following specified slump loss requirements. When concrete is placed in a dry excavation, do not test for slump loss, except where a temporary removable casing is required.

Ensure that drilled shaft concrete has a slump between 7 inches and 9 inches [180 mm and 230 mm] when placed and maintains a slump of 4 inches [100 mm] or more throughout the drilled shaft concrete elapsed time. Ensure that the slump loss is gradual as evidenced by slump loss tests described below. The concrete elapsed time is the sum of the mixing and transit time, the placement time and the time required for removal of any temporary casing that causes or could cause the concrete to flow into the space previously occupied by the temporary casing.

Provide slump loss tests before drilled shaft concrete operations begin, demonstrating that the drilled shaft concrete maintains a slump of at least 4 inches [100 mm] throughout the concrete elapsed time. Inform the Engineer at least 48 hours prior to performing such tests in order to allow arrangements to be made for a Department representative to witness the mixing and testing required. Perform slump loss testing of the drilled shaft mix using a laboratory acceptable to the Engineer. Use a laboratory that (1) has been inspected by the CCRL on a regular basis, with all deficiencies corrected, and under the supervision of a Specialty Engineer, or (2) meets all the requirements of ASTM C 1077.

Perform the following procedures for slump loss tests:

(1) Perform a test for time of setting of concrete mixtures by penetration resistance (FM 1-T 197).

(2) Prepare the mix for the slump loss test at a temperature consistent with the highest ambient and concrete temperatures expected during actual concrete placement. Obtain the Engineer's approval of the test temperature.

(3) Ensure that the mix is at least 3 yd^3 [2.3 m^3] and is mixed in a mixer truck.

(4) After initial mixing, determine the slump, concrete temperature, ambient temperature and air content. Ensure that the concrete properties are within the required specification limits. Initiate the time of setting test (FM 1-T 197) at this time.

(5) Mix the concrete intermittently for 30 seconds every five minutes at the mixing speed of the mixer.

(6) Determine slump, concrete temperature, ambient temperature and air content at 30 minute intervals until the slump is 2 inches [50 mm] or less. Remix the mix for one minute at the mixing speed of the mixer before these tests are run.

(7) Begin all elapsed times when water is initially introduced into the mix.

(8) Ensure that the concrete maintains a slump of at least 4 inches [100 mm] for the anticipated elapsed time.

(9) Obtain the Engineer's approval of slump loss test results in terms of elapsed time prior to concrete placements.

346-3.3 Mass Concrete: When mass concrete is designated in the Contract Documents, provide an analysis of the anticipated thermal developments in the mass concrete elements for all expected project temperature ranges using the proposed mix design, casting procedures, and materials. Additionally, describe the measures and procedures intended for use to maintain a temperature differential of 35☜F [20☜C] or less between the interior and exterior portions of the designated mass concrete elements during curing. Submit both the mass concrete mix design and the proposed plan to monitor and control the temperature differential concurrently to the Engineer for approval a minimum of ten working days prior to concrete placement. Provide temperature monitoring devices approved by the Engineer to record temperature development between the interior and exterior portions of the elements at points approved by the Engineer. Read the monitoring devices and record the readings at not greater than 6-hour intervals, as approved by the Engineer, beginning when casting is complete and continuing until the maximum temperature differential is reached and begins dropping. If monitoring indicates the 35☜F [20☜C] differential has been exceeded, take immediate action to retard further growth in the temperature differential and make the necessary revisions to the approved plan to maintain the 35☜F [20☜C] or less differential on any remaining placements. Obtain the Engineer's approval of revisions to the approved plan prior to implementation.

346-4 Composition of Concrete.

346-4.1 Master Proportion Table: Proportion the materials used to produce the various classes of concrete in accordance with the following (Table 3):

	TABLE 3	
Class of Concrete	Minimum Total Cementitious Content lb/yd^3 [kg/m^3]	*Maximum Water Cement Ratio lb/lb [kg/kg]
I (Pavement)	508 [300]	0.50
I (Special)	508 [300]	0.50
II	564 [335]	0.49
II (Bridge Deck)	611 [365]	0.44
III	611 [365]	0.44
III (Seal)	611 [365]	0.52
IV	658 [390]	0.41

	TABLE 3	
Class of Concrete	Minimum Total Cementitious Content lb/yd^3 [kg/m^3]	*Maximum Water Cement Ratio lb/lb [kg/kg]
IV (Drilled Shaft)	658 [390]	0.41
V (Special)	752 [445]	0.37**
V	752 [445]	0.37**
VI	752 [445]	0.37

*The Engineer will calculate water cement ratio (W/C) based on the total cementitious material including microsilica, fly ash or slag.
**When the use of microsilica is required as a pozzolan, the Engineer will approve mix designs at a maximum water cement ratio of 0.35.

346-4.2 Chloride Content Limits for Concrete Construction:

346-4.2.1 General: Use the following maximum chloride content limits for the concrete application shown:

Application	Maximum Allowable Chloride Content lb/yd^3 [kg/m^3]	
	Production	Mix Design
Non Reinforced Concrete	N/A	N/A
Reinforced Concrete that does not require Type II cement plus slag or pozzolan(s)	0.70 [0.42]	0.64 [0.38]
All applications that require Type II cement plus pozzolan(s)	0.40 [0.24]	0.34 [0.20]
Prestressed Concrete	0.40 [0.24]	0.34 [0.20]

Determine the chloride content as the average of three tests on samples taken from the concrete. Ensure that the range of results of the three tests does not exceed a chloride content of 0.08 lb/yd^3 [0.05 kg/m^3] of concrete. When test results are outside of the allowable range, run an additional three tests until the test results are within the allowable range. The Contractor may obtain samples from representative concrete cylinders or cores tested for compressive strength. If the cylinders or cores have been exposed to salt or aggressive environment, discard the outer 1 inch [25 mm] surface of the sample.

346-4.2.2 Sampling and Testing: Determine chloride content in accordance with FM 5-516.

(1) For all concrete requiring Type II cement with pozzolan(s) or slag and prestressed concrete, determine the chloride content on a frequency that is in accordance with these Specifications and the following procedures:

(a) When the chloride content is 0.25 lb/yd^3 [0.15 kg/m^3] or less, make subsequent tests on a frequency of not less than one for every four weeks of production as long as the test results remain at or below 0.25 lb/yd^3 [0.15 kg/m^3]. As an exception to the

aforementioned testing frequency, when eight consecutive tests show chloride content below 0.25 lb/yd^3 [0.15 kg/m^3], the Engineer may reduce the frequency of testing.

(b) When the chloride content is greater than 0.25 [0.15] and less than or equal to 0.33 lb/yd^3 [0.20 kg/m^3], make subsequent tests at a frequency of not less than one for every two weeks of production, as long as the values remain at or below 0.33 lb/yd^3 [0.20 kg/m^3].

(c) When the chloride content is greater than 0.33 lb/yd^3 [0.20 kg/m^3], make subsequent chloride content tests for each day's production.

(2) For all reinforced concrete other than concrete requiring Type II cement with slag or pozzolan(s) and prestressed concrete, determine the chloride content on a frequency of not less than one test every four weeks. As an exception to the aforementioned testing frequency, when eight consecutive chloride content determinations are below 0.40 lb/yd^3 [0.24 kg/m^3] of concrete, the Engineer may reduce the frequency of testing.

For any case listed above, when the source of any concrete component material, including admixtures, is changed, determine the chloride content immediately. Test results obtained at the frequency provided above represent the chloride content of all concrete placed subsequent to the preceding test for the determination of chloride content.

346-4.2.3 Certification: Determine the chloride content, and certify the test results of chloride determinations to the Department. Include in the certification all pertinent data required by the Department. The Department will require properly executed certifications showing the chloride content within the required limits for acceptance of all concrete produced in accordance with these Specifications.

346-4.2.4 Control Level for Corrective Action: If the test results indicate that the chloride level is greater than the following limits, suspend concrete production until implementing corrective measures.

(1) Chloride content of 0.65 lb/yd^3 [0.39 kg/m^3] or greater for reinforced concrete that does not require Type II cement plus slag or pozzolan(s).

(2) Chloride content of 0.35 lb/yd^3 [0.21 kg/m^3] or greater for prestressed concrete and all applications that require Type II cement with slag or pozzolan(s).

The Engineer will reject the concrete exceeding the maximum allowable chloride content limits shown in 346-4.2.1, if an analysis by the Department indicates an unacceptable loss of concrete durability considering the environmental classification of the site.

346-5 Sampling and Testing Methods.

Perform concrete sampling and testing in accordance with the following standard Florida Test Methods:

Description	Method
Slump	FM 1-T 119
Air Content*	
Pressure Type meter	FM 1-T 152
Volumetric Type meter	FM 1-T 196
Chace	FM 1-T 199
Making and Curing Test Cylinders**	FM 1-T 023
Testing Cylinders**	FM 1-T 022
Taking and Testing Drilled Core Samples	FM 1-T 024

Description	Method
Slump	FM 1-T 119
Early sampling of fresh concrete from revolving drum truck mixers or agitators	FM 5-501
Low Levels of Chloride in Concrete and Raw Materials	FM 5-516
Yield Test	FM 1-T 121
Temperature	ASTM C 1064
Sampling Fresh Cement Concrete	FM 1-T 141
Time of Setting of Concrete Mixtures by Penetration Resistance	FM 1-T 197

*Use the same type of meter for Quality Control tests as the Department uses for Quality Assurance testing. Where selecting pressure type meters, use an aggregate correction factor determined by the concrete producer for each mix design to be tested. Record and certify test results for correction factors for each type of aggregate at the plant. Use the Chace Air Indicator method for estimates only, and not for acceptance measurements.

**To determine when a precast member or a structure may be put into service, when a prestress force may be transferred, or when forms may be removed, use the results of a strength test which is the average of the compressive strengths of two test cylinders cast from concrete sampled from the LOT representing that member or structure. Cure the cylinders by methods identical to those used in curing the concrete member or structure.

346-6 Control of Quality.

346-6.1 General: Use a concrete plant approved by the Department for all concrete produced for incorporation into the work. Control Concrete production to meet the following criteria:

(1) Ensure that the average of any three consecutive strength test results does not fall below the specified minimum strength.

(2) Ensure that no strength test result falls more than 500 psi [3 MPa] below the specified minimum strength.

If the Contractor fails to meet the above specified criteria, the Department will automatically void plant approval. To obtain plant re-approval, implement corrective actions as approved by the Engineer. The Engineer may allow the Contractor to continue any ongoing concrete placement being supplied from a plant for which approval is voided during the progress of that placement; but the Engineer will not accept concrete from an unapproved plant for any new placement.

If the Department withdraws plant approval during production for a construction project, the Contractor is solely responsible to (a) obtain another approved concrete plant to produce the concrete, or (b) await re-approval of the concrete plant, prior to any further production and placement of concrete on the construction project. The Engineer will not allow changes in Contract Time or completion dates. The Contractor shall bear all delay costs or other costs associated with plant approval or disapproval.

In addition to plant approval, the Contractor and the concrete supplier shall exercise two levels of concrete quality control.

Exercise the first level of quality control in accordance with the approved Level I Quality Control Plan requirements in the Standard Operating Procedures. Include in the Level I Quality Control Plan all control activities for the production of concrete and its transport to the point of delivery at the site.

Exercise the second level of concrete quality control in accordance with the approved Level II Quality Control Plan requirements in the Standard Operating Procedures. Include in the Level II Quality Control Plan the necessary requirements to control the quality of

the concrete between the point of delivery at the site and the final placement location, and other requirements contained in the Standard Operating Procedures.

Produce all concrete in accordance with an approved Quality Control Plan (including Level I and Level II) that has been developed and implemented by the Contractor and the concrete supplier in accordance with the Department's Standard Operating Procedures. These procedures require, in addition to a written Quality Control Plan, certified personnel and assurances that materials, plant, production, delivery and use of concrete comply with this Section.

346-6.2 Concrete Design Mix: Furnish concrete in accordance with the following requirements or order the concrete from a plant approved by the Department which has approved mix designs.

Prior to production of any concrete, submit a proposed mix design to the Engineer. Make a separate submittal for each class of concrete and each particular combination of component materials to be used at trial mix temperatures of 70 to 85☜F [20 to 30☜C], and for hot weather mixes as described in 346-6.2(5) at a minimum temperature of 94☜F [35☜C]. Use only design mixes approved by the State Materials Office. The approved concrete mix design will remain in effect until a change is authorized in writing by the Engineer.

Include the following with the mix design submittal:

(1) The Department approved source identification number for coarse and fine aggregates, along with the size of coarse aggregate and target Fineness Modulus for fine aggregate. Identify other component materials by manufacturer, brand name, and type.

(2) The actual proportions of raw materials intended to be combined to produce the concrete.

(3) The following mix data:

(a) Historical data from a minimum of 15 consecutive Department acceptance tests of production concrete made in accordance with the proposed mix design that demonstrates that the proposed mix has met all applicable plastic and hardened concrete specification criteria herein without failure. For drilled shaft concrete to be placed in (1) a wet shaft, or (2) a dry shaft requiring a temporary removable casing, provide acceptable slump loss test results. The Engineer will not approve hot weather mixes based on historical data. When required, establish the plant standard deviation and overdesign requirements as described below.

(b) Alternatively, test data from a single trial mix which demonstrates that concrete produced using the proposed mix, designated ingredients and designated water-cement ratio will have a slump within ✂ 0.5 inch [✂15 mm] of the target value (or for mixes utilizing HRWR, within ✂ 1 inch [✂25 mm] of the target value), air content of 2.5% to 5% and strength required to meet an overdesign which is the minimum required strength plus 1.6 standard deviations.

(4) The chloride content of the proposed design mix. The Engineer will not approve mix designs when the chloride content of the trial mix exceeds the limits shown in 346-4.2.1.

(5) For design mixes developed for use under hot weather concreting conditions:

(a) Hold the trial mix prepared at a minimum temperature of 94☜F [34☜C] in the mixer for 90 minutes after completion of initial mixing. The Engineer will not require extended mixing for precast/prestressed concrete when centrally mixed at the placement site.

On completion of the extended mixing period, ensure that the trial mix concrete has a slump within ✂0.75 inch [✂20 mm] of the target value (✂1 inch [✂25 mm] for mixes utilizing HRWR), and an air content between 2% and 5%.

Ensure that the mix temperature at the end of the extended mixing period is not less than 94✍F [35✍C].

During the extended mixing period, turn the drum intermittently for 30 seconds every five minutes. Cover the drum with wet burlap or an impermeable cover material during the rest periods.

At the end of the 90-minute period, remix the trial mix for a minimum of one minute and make a slump test to verify that the concrete is within the specified range for slump. If below the target range, the Contractor may adjust the slump by a water addition. After the water addition, remix the concrete for a minimum of two minutes.

The total water used in initial mixing and the final slump adjustment constitutes the design mix water content. Ensure that the total water content does not exceed the maximum water cement ratio of Table 346-3 for the respective class of concrete.

(b) Ensure that the heat of hydration of the cement does not exceed 80 cal/g [335 kJ/kg] at seven days measured as the average of three samples, and that no individual measurement exceeds 90 cal/g [375 kJ/kg].

Where fly ash is 18% or greater or slag is 50% or greater of the total cementitious material, ensue that the heat of hydration of the cement does not exceed 88 cal/g [370 kJ/kg] at seven days measured as the average of three samples, and ensure that no individual measurement exceeds 96 cal/g [400 kJ/kg].

Do not apply these requirements to Type III cement, as allowed in 346-2.2, when used for precast and prestressed superstructures; do not apply these requirements to cements used for steam cured concrete.

(c) Supplement standard curing practices with additional methods, supplies or equipment which further reduce moisture loss from exposed surfaces during the required 72-hour curing period. These methods may include but are not limited to the following examples:

(1) Continuous or intermittent regular water fogging.

(2) Insulated curing blankets approved by the Engineer.

(3) Curing compound applied at a rate of 1.25 times the minimum rate required in 400-16.1.2.

(6) For design mixes proposed for use in wet drilled shafts, demonstrate the additional requirements in 346-3.2.

Ensure that strength test data for establishing the standard deviation of the plant proposed for use represents concrete produced to meet the specified strength of the mix submitted for approval within 1,000 psi [7 MPa]. Ensure that the strength test data represents either a group of at least 30 consecutive tests or a statistical average for two groups totaling 30 or more tests. When the Engineer cannot determine the plant standard deviation from historical data, apply an overdesign requirement, based on a singular trial mix, that is the minimum required strength plus 1,200 psi [8 MPa] for minimum required concrete strengths of 5,000 psi [35 MPa] or less. For minimum required concrete strengths above 5,000 psi [35 MPa], apply an overdesign requirement that is the minimum required strength plus 1,400 psi [10 MPa].

Demonstrate the production and testing of the trial mix concrete in the presence of the Engineer. The Contractor may also demonstrate a proposed mix design at a water-cement

ratio exceeding that proposed to meet the slump, air and strength requirements above (but not to exceed the maximum water-cement ratio in Table 3). The Engineer will allow the highest water-cement ratio so demonstrated to provide the required overdesign strength requirements as an adjustment during production to maintain both plastic property and strength requirements of delivered concrete.

Ensure that preparation and testing of the trial mixes is performed by a laboratory acceptable to the Engineer which (1) has been inspected by the CCRL on a regular basis, with all deficiencies corrected, and under the supervision of a Specialty Engineer, or (2) meets all the requirements of ASTM C 1077. The Engineer may give consideration to approval of laboratories operating under other independent inspection programs demonstrated to be equivalent to the programs recognized in (1) and (2) above. Ensure that the 28-day strength (or strength at any other designated age) of trial mixes meets the above stated overdesign requirements to ensure that concrete sampled and tested at the point of placement has a strength exceeding the specified minimum strength in Table 2.

Do not place concretes of different compositions such that the plastic concretes may combine, except where the plans require concrete both with and without microsilica or calcium nitrite in a continuous placement. Produce these concretes using two separate design mixes. Designate the mix with microsilica or calcium nitrite as the original mix, and the mix without microsilica or calcium nitrite as the redesigned mix. Ensure that both mixes contain the same cement, fly ash or slag, coarse and fine aggregates and compatible admixtures. Submit both mixes for approval as separate mix designs, both meeting all requirements of this Section. Ensure that the redesigned mix exhibits plastic and hardened qualities which are additionally approved by the Engineer as suitable for placement with the original mix. The Engineer will approve the redesigned mix for commingling with the original mix and for a specific project application only. Alternately, place a construction joint at the location of the change in concretes.

346-6.3 Delivery Certification: Furnish certification to the Department with each batch of concrete delivered before unloading at the site. Certification shall be in the form of a delivery ticket on which is printed, stamped or written the information required in the Standard Operating Procedures, Attachment E.

346-6.4 Tolerances: Meet the following tolerances from target values for plastic concrete properties specified in 346-3.1:

Property	Tolerance
Slump (Non-Drilled Shaft Concrete)	± 1.5 inch [±40 mm]
Slump (Drilled Shaft Concrete)	± 1 inch [±25 mm]
Air Content	As shown in the range in Table 2

The Engineer will reject concrete with slump exceeding the above tolerances or air content exceeding the ranges in Table 2. The Engineer will not allow concrete to remain in a transporting vehicle to reduce slump. Do not add water to concrete delivered to the site which is within the target range for slump (target value ±0.75 inch [±20 mm] for non-drilled shaft

concrete and ±1 inch [±25 mm] for drilled shaft concrete), except in accordance with the approved Level II Quality Control Plan as allowed in the Standard Operating Procedures.

If the slump of non-drilled shaft concrete varies from the target value in excess of 0.75 inch [20 mm] (1 inch [25 mm] for concrete containing HRWR), immediately adjust the concrete mixture to correct the slump of succeeding batches. For concrete used in slipforms, make adjustments when the slump exceeds the target value by 0.75 inch [20 mm] or is 1.5 inch [40 mm] below the target value. The Engineer will allow a reasonable time for adjustment, considering trucks already in route from the concrete plant. If the Contractor does not implement adjustments at the earliest possible time, the Engineer will reject the concrete and terminate further production until the Contractor makes corrections.

346-7 Concrete Plant Requirements.

346-7.1 General: Produce concrete at plants that qualify as approved sources in accordance with the Standard Operating Procedures for Quality Control of Concrete. Use equipment for handling elements, mixing concrete, handling the mixed concrete, transporting and depositing the mixed concrete that has no detrimental effect on the hardened concrete. Do not use equipment with aluminum surfaces in physical contact with the elements of concrete or mixed product.

346-7.2 Measuring Materials:

346-7.2.1 Water: Measure water by volume or weight. Whichever method is used, construct the equipment so that the accuracy of measurement is not affected by variations in pressure in the water supply line. Use a meter or weighing device capable of being set to deliver the required quantity and to automatically cut off the flow when the required quantity has been discharged. Ensure that the measuring equipment has an accuracy, under all operating conditions, within 1% of the quantity of water required for the batch. Verify the accuracy of measuring devices at the request of the Department, or at least quarterly.

The Contractor may exceed design mix water-cement ratios at the job site only if the Engineer has verified each mix to meet the minimum overdesign compressive strength requirements specified herein at the higher water-cement ratio. Adjust the mix consistency at the job site, within the allowable limit for the addition of water, only upon initial arrival of the concrete to the job site, as shown in the Level II Quality Control Plan requirements in the Standard Operating Procedures, and not thereafter.

Adjust the weight of mixing water for a concrete mix containing the corrosion inhibitor admixture calcium nitrite to account for water in the calcium nitrite solution. For each gallon [liter] of calcium nitrite solution added to the concrete, deduct 0.84 gallon [0.84 liter] or 7.0 pounds [3.2 kg] of water from the weight of the mixing water.

346-7.2.2 Admixtures: Measure admixtures by weight or volume. Use measuring equipment that has an accuracy, under all operating conditions, within 3% of the quantity of admixture required for the batch. Measure microsilica slurry to an accuracy of 1%. Ensure that the admixture supplier certifies the accuracy of measuring devices. Measure each admixture separately, and add it to the mixing water in a separate sequence as the mixing water is introduced into the mix.

For the dispensing equipment for a corrosion inhibitor admixture calcium nitrite solution, meet the requirements for measuring water as stated in 346-7.2.1. Store the calcium nitrite solution (neutral set version) in a dark container to protect against photo degradation.

The Engineer may make exceptions to the above method of admixture addition if the Contractor achieves the desired goals of each admixture and does not sacrifice the accuracy of measurement.

346-7.2.3 Cement, Fly Ash, Slag, and Microsilica: Measure cement, fly ash, slag, and microsilica (excluding slurries) by weight within an accuracy of 1% of the required total amount, except that for concrete batches of 3 yd^3 [3 m^3] or less, the Engineer will allow accuracy of 2%. Weigh cement, fly ash, slag and microsilica separately from other materials. When weighing cement, fly ash, slag, and microsilica in a cumulative weigh hopper, weigh the cement first. Measure microsilica slurry as an admixture.

If bag cement is permitted, proportion the batch to use only whole bags.

346-7.2.4 Fine and Coarse Aggregates: Measure aggregates by weight or volume within an accuracy of 1% of the required amount. Apply aggregate surface moisture corrections.

346-7.3 Batching Plants:

346-7.3.1 Bins: Provide bins of adequate capacity for the required concrete production. Support the bins upon a rigid framework founded upon a stable foundation capable of holding them in a safe and secure position. Design each compartment to discharge efficiently and freely into the weigh hopper. Provide positive means of control so that as the quantity desired in the weigh hopper is approached, the material can be added slowly and the addition of further material can be stopped precisely. Use a discharging mechanism that prevents loss of material when it is closed. Construct aggregate storage bins sufficiently tight to prevent leakage of material, and divide them into at least one compartment for the fine aggregate and one compartment for each size of coarse aggregate to be used. Provide compartment partitions that are sufficiently tight and high enough to prevent intermingling of the several materials. Construct leak-proof and moisture-proof cement bins, and provide them with vibrators or other means to aid the flow of cement from the bin.

346-7.3.2 Weigh Hoppers: Provide weigh hoppers consisting of suitable containers freely suspended from scales and protected from the elements so that accuracy is not adversely affected. Equip the hoppers with a discharge mechanism which prevents leakage or loss of material when closed. Vent hoppers to permit air to escape and equip them with vibrators or other equipment that ensures complete and efficient discharge of materials.

346-7.3.3 Scales: Provide either beam type or springless dial type scales, or electronic devices such as load cells, manufactured by a recognized scale manufacturer. Where using beam type scales, provide suitable means to hold poises securely in position after they are set. Keep scales clean and in good operating condition. Where necessary, provide the scale operator with an unobstructed view of all indicating devices and convenient access to all controls. Use graduated weigh beam or dials to permit reading to 0.1% of the capacity of the scales.

Prior to beginning any work, ensure that all scales and other weighing devices used in batching are checked for accuracy by a qualified representative of a scale company registered with the Bureau of Weights and Measures of the Florida Department of Agriculture.

Recheck scales once every three months or more often if deemed necessary by the Engineer. Check scales up to at least the maximum load normally handled on each respective scale.

Maintain cement scales, pozzolan scales, and coarse and fine aggregate scales to an accuracy of 0.5% of the maximum load normally handled.

Affix a certificate of inspection bearing the date of the certification and signed by the scale company representative to each weighing device. Make available at the plant a copy of the scale company's report corresponding with the current certificate of inspection showing the date of inspection, signature of the scale company representative, the observed scale deviations for the loads checked, and a statement that the scale meets the requirements of Chapter 531 of the Florida Statutes pertaining to specifications, tolerances and regulations, as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture.

Calibrate the dispensing equipment for calcium nitrite quarterly.

346-7.4 Mixers:

346-7.4.1 General Requirements: Provide mixers of an approved type that are capable of combining the components of the concrete into a thoroughly mixed and uniform mass, free from balls or lumps of cementitious material, and that are capable of discharging the concrete with a satisfactory degree of uniformity.

346-7.4.2 Design: Use truck mixers of the inclined axis revolving drum type, or concrete plant central mixers of the non-tilting, tilting, vertical shaft or horizontal shaft types. Make available at the batching plant at all times a copy of the manufacturer's design, showing dimensions and arrangement of blades. The Contractor may use mixers that have been altered from such design in respect to blade design and arrangement, or to drum volume, when recommended by the manufacturer and approved by the Engineer.

Ensure that metal rating plates are attached to each mixer specifying its mixing speed, agitating speed, rated capacity and unit serial number.

346-7.4.3 Truck Mixers: Use truck mixers with a drum that is actuated by a power source independent of the truck engine or by a suitable power take-off. Ensure that either system used provides control of the rotation of the drum within the limits specified on the manufacturer's rating plate, regardless of the speed of the truck. Use truck mixers of the revolving drum type that are equipped with a hatch in the periphery of the drum shell which permits access to the inside of the drum for inspection, cleaning and repair of the blades.

Use truck mixers equipped with revolution counters of an approved type and mounting, by which the number of revolutions of the drum may be readily verified.

Ensure that the water supply system mounted on truck mixers is equipped with a volumetric water gauge or approved water meter in operating condition. Calibrate water measuring devices on truck mixers or other water sources used for concrete water adjustments annually.

Where job site water additions are controlled by a truck mixer volumetric gauge, park truck mixers in a level condition during on-site water adjustments so that the gauge is indicating a specific tank volume before and after the concrete adjustment. When water additions exceed 4 gal/yd^3 [20 L/m^3] of concrete, ensure that the water measuring equipment has an accuracy of within 3% of the indicated quantity.

346-7.4.4 Timers: Use stationary type mixers equipped with an approved timing device which will automatically lock the discharge lever when the drum is charged and release it at the end of the mixing period. In the event of failure of the timing device, the Engineer may allow operations to continue. Do not extend such operations beyond the end of that working day.

346-7.4.5 Cleaning and Maintenance of Mixers: Repair or replace mixer blades of revolving drum type mixers when the radial height of the blade at the point of maximum drum diameter is less than 90% of the design radial height. Repair or adjust mixers of other designs per

manufacturer's instructions. Resolve questions of performance through mixer uniformity tests as described in ASTM C 94.

346-7.5 Trucks for Transporting Wet Batches: The Contractor may transport wet batches of concrete in either agitating or nonagitating trucks. Provide nonagitating trucks with bodies that are smooth, mortar tight containers with round internal corners, and capable of discharging the concrete at a satisfactorily controlled rate without segregation. Provide covers for nonagitating trucks for protection from the elements.

346-8 Mixing and Delivering Concrete.

346-8.1 General Requirements: Operate truck mixers at mixing speeds of 6 to 18 rpm and agitating speeds of 2 to 6 rpm (of the drum). Operate concrete plant mixers at speeds per the manufacturer's design or recommendation. Do not allow the volume of material mixed per batch to exceed the manufacturer's rated mixing capacity.

346-8.2 Central Mixing: After all materials are in the mixer, mix the concrete a minimum of two minutes or the manufacturer's recommended minimum, whichever is longer, unless a reduced mixing time is authorized by the Department. Mix concrete containing microsilica in accordance with the microsilica supplier's recommendations.

346-8.3 Transit Mixing: Initially mix each batch between 70 and 100 revolutions of the drum at mixing speed. When water is added at the job site, mix the concrete 30 additional mixing revolutions. When mixing for the purpose of adjusting consistency, do not allow the total number of revolutions at mixing speed to exceed 160. Discharge all concrete from truck mixers before total drum revolutions exceed 300.

Do not haul concrete in mixer trucks loaded with more than the rated capacity shown on their attached plates.

346-8.4 Mixing at the Site: For mixing concrete at the job site, use a mixer of sufficient capacity to prevent delays that may be detrimental to the quality of the work. Ensure that the accuracy of batching equipment is in accordance with requirements of this Section.

346-8.5 Charging the Mixer: Charge each batch into the drum so that some water enters both in advance of and after the cementitious material and aggregates. If using fly ash in the mix, charge it into the drum over approximately the same interval as the cement. Introduce microsilica into the mixer in accordance with the microsilica supplier's recommendations. The Contractor may use other time intervals for the introduction of fly ash into the mix when the Contractor demonstrates, using test requirements specified in ASTM C 94, that he can achieve uniformity of the concrete mix.

For concrete mixes containing the corrosion inhibitor calcium nitrite, charge the batch materials into the mixer in a sequence recommended by the calcium nitrite supplier.

346-8.6 Concreting in Cold Weather: Do not mix concrete when the air temperature is below 45℉ [7℃] and falling. The Contractor may mix and place concrete when the air temperature in the shade, and away from artificial heat, is above 40℉ [4℃] and rising. Do not heat aggregates or use salts to reduce the freezing temperature. Protect the fresh concrete from freezing until the concrete reaches a minimum compressive strength of 1,500 psi [10 MPa]. Do not apply this requirement where concrete is to be heat cured.

346-8.7 Concreting in Hot Weather: Hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 85℉ [30℃] but is less than 100℉ [40℃].

Unless the specified hot weather concreting special measures are in effect, including a design mix complying with 346-6.2, the Engineer will reject concrete exceeding 85℉ [30℃] at the

time of placement. Regardless of special measures taken, the Engineer will reject concrete exceeding 100☜F [40☜C]. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.
When the corrosion inhibitor calcium nitrite is used in a hot weather concrete mix, use a water reducing retardant admixture (Type D) and a high range water reducing admixture (Type F), and place the concrete in the early morning or at night.

346-8.8 Transit Time: Ensure compliance with the following maximum allowable time between the initial introduction of water into the mix and depositing the concrete in place:

Non-Agitator Trucks	Agitator Trucks
45 minutes	60 minutes
75 minutes*	90 minutes*

* When a water reducing and retarding admixture (Type D or Type G) is used.
All time limits are subject to the ability of the Contractor to properly place and consolidate the concrete. When unable to place and consolidate the concrete within the time limits specified above, reduce the time limits to those limits which will result in acceptable placement and consolidation.

346-9 Plastic Concrete Verification Sampling and Testing.

The Department will make initial verification tests on a sample from the initial delivery of each class of concrete to the job site each day to ensure compliance with the requirements in this Section for air content, temperature and slump. Furnish the Engineer sufficient concrete of each design mix as required by the Engineer for verification testing. Do not proceed with the placement operation until the delivered concrete complies with the specified tolerances in this Section for the plastic concrete. The Engineer will reject non-complying loads which cannot be adjusted at the job site in accordance with 346-6.4 and the Standard Operating Procedures. Ensure that corrections are made by the concrete producer on subsequent loads.

After the Contractor begins concrete placement, the Department will make intermediate verification tests, as determined necessary by the Engineer, to ensure compliance with specification requirements for concrete plastic properties. The Engineer will reject non-complying loads which cannot be adjusted at the job site in accordance with 346-6.4 and the Standard Operating Procedures.

If the Engineer obtains an intermediate verification test failure of a load of concrete before any concrete from that load is placed, the Engineer will reject the load. Continue placement operations with the next load that is in compliance with requirements for air content, temperature and slump. The Engineer will not terminate the LOT.

If the Engineer obtains an intermediate verification test failure of a load of concrete that has been partially placed, The Engineer will reject the remainder of that load and terminate the LOT. The Engineer will make acceptance cylinders representing that LOT from the same sample of concrete unless acceptance cylinders have previously been made representing that LOT.

Following termination of a LOT, the Engineer will re-initiate initial verification tests until such time as the air content, temperature and slump comply with specification requirements. The Engineer will initiate a new LOT once the testing indicates compliance with specification requirements.

When three consecutive LOTs, or when five LOTs in two days of production of the same design mix are outside the specified tolerances, suspend production. Make the necessary revisions to concrete operations or the Quality Control Plan to bring the concrete within

allowable tolerances. Obtain the Engineer's approval of the revisions prior to resuming production.

346-10 Acceptance Sampling and Testing.

346-10.1 General: The Department will make acceptance testing on samples of the concrete delivered to the job site. Furnish the Engineer sufficient concrete of each design mix as required by the Engineer for acceptance testing.

Furnish and maintain, throughout the required curing period, facilities suitable for curing concrete test cylinders in accordance with the requirements of FM 1-T 023 including power supply, equipment and materials necessary for proper operation.

346-10.2 Sampling Frequency for Acceptance Tests: The Engineer will randomly sample and test concrete for each design mix for air content, temperature, slump and compressive strength in accordance with the following schedules as a minimum. The Engineer will select acceptance samples from each LOT on a random basis to represent the entire LOT of concrete. The Engineer may perform additional sampling and testing to satisfy the Department's Material Sampling, Testing and Reporting Guide requirements. If the Contractor stops concrete placement for more than 90 minutes, the Engineer will initiate a new LOT when the Contractor restarts concrete placement. The Engineer will terminate a LOT when any acceptance test fails.

Class Concrete	Maximum LOT Size
I (Pavement)	1 mile [1.5 km] or day s production, whichever is less
I (Special)	150 yd^3 [125 m^3] or one day s production, whichever is less
II, II (Bridge Deck), III, IV, IV (Drilled Shaft), V (Special), V, VI	50 yd^3 [40 m^3], or one day s production, whichever is less
III (Seal)	Each Seal placement

346-10.3 Strength Test Definition: The Department will determine a strength test for a LOT as the average of the compressive strengths of two test cylinders cast from a sample of concrete from the LOT, except that if one test cylinder shows evidence of improper sampling, molding, handling, curing or testing, the Engineer will disregard that cylinder and the Department will determine the compressive strength value for the LOT as the test result of the remaining cylinder.

346-10.4 Acceptance of Hardened Concrete: The Engineer will accept (or reject) hardened concrete on the basis of strength test results as defined in 346-10.3. The Engineer will not discard a cylinder strength test result based on low strength (strength below the specified minimum strength as per the provisions of 346-3 and 346-10). The Engineer will accept at full pay only LOTs of concrete represented by strength test results which equal or exceed the respective specified minimum strength. The Department will obtain strength test results at the frequency specified in 346-10.2.

346-11 Investigation of Low Strength Concrete for Structural Adequacy.

346-11.1 General: When a concrete acceptance strength test result falls more than 10% or 500 psi [3.5 MPa] below the specified minimum strength, whichever is the lesser deviation from the specified minimum strength, and when the Department determines that an investigation is necessary, the Department will make an investigation into the structural adequacy of the LOT of concrete represented by that strength test result.

346-11.2 Determination of Structural Adequacy: When the Department determines a need to investigate structural adequacy, perform a structural analysis as shown in (b) below or take drilled core samples to determine the in-place strength of the LOT of concrete in question. If the Contractor takes cores, both the Contractor and the Department shall accept the core strength test results obtained as the in-place strength of the LOT of concrete in question. These core strength test results will be final and used in lieu of the cylinder strength test results for determination of structural adequacy.

If drilled cores are taken and the core strength test results are less than 10% below the specified minimum strength, and this deviation from the specified minimum strength does not exceed 500 psi [3.5 MPa], consider the concrete represented by the cores structurally adequate. If the core strength test results are more than 10% or 500 psi [3.5 MPa] below the specified minimum strength, whichever is the lesser deviation from the specified minimum strength, the Department will consider the concrete represented by the cores structurally questionable. Then the Contractor may either:

(a) Remove and replace the LOT of concrete in question at no additional expense to the Department, or

(b) Submit a structural analysis performed by a Specialty Engineer. If the results of the analysis, approved by the Department, indicate adequate strength to serve its intended purpose with adequate durability, the Contractor may leave the concrete in place. Otherwise, remove and replace the LOT of concrete in question at no additional expense to the Department.

The Engineer may accept low strength concrete at reduced payment in accordance with the provisions of 346-12.

346-11.3 Coring for Determination of Structural Adequacy: If the Contractor uses core samples from the hardened concrete to determine structural adequacy, the Contractor shall obtain the cores and repair the core holes. Drill the cores at the same approximate locations from which the test cylinder concrete was obtained, as approved by the Engineer. Select the location of the drilled cores so that the structure is not impaired and does not sustain permanent damage after repairing the core holes. When the Contractor supplies drilled core samples, the Engineer will require three undamaged samples. The Engineer will not accept cores taken without Department approval.

346-11.4 Core Conditioning and Testing: If the Contractor provides drilled core samples for determination of structural adequacy, the Department will test the cores in accordance with FM 1-T 024. The Department will immerse the cores in water for at least 40 hours, and test the cores wet.

346-11.5 Core Strength Representing In-Place Concrete Strength: The Department will consider the core strength obtained as the in-place concrete strength for structural determinations of the LOT of concrete in question. The Department will calculate the strength value to be the average of the compressive strengths of the three individual cores. The Department will accept this strength at its actual measured value, as determined by FM 1-T 024.

346-12 Pay Adjustments for Low Strength Concrete.

346-12.1 General: The Engineer may accept any LOT of concrete failing to meet the specified minimum strength as defined in 346-3, 346-10 and 346-11 when the Department determines that the concrete has been adequately consolidated, cured, and satisfactorily meets all other requirements of the Contract Documents, including structural adequacy. The Engineer will individually reduce in price, in accordance with 346-12, any LOT of low strength concrete accepted.

346-12.2 Basis for Pay Adjustments: When a concrete acceptance strength test result falls more than 10% or 500 psi [3.5 MPa] below the specified minimum strength, whichever is the lesser deviation from the specified minimum strength, the Contractor may elect to drill core samples from the respective LOT of concrete represented by the low acceptance strength test result for determining pay adjustments.

When cores are not taken, the Engineer will determine payment reductions based upon the results of strength tests performed on acceptance sample cylinders required in accordance with 346-10.

When the Contractor elects to supply drilled cores and submits acceptable drilled core samples to the Engineer for testing, the Engineer will determine payment reductions based upon the results of strength tests performed on those cores. Both the Contractor and the Department shall accept the results of strength tests of the drilled cores, subject to 346-12.5 and 346-12.6, as final and in lieu of the cylinder strength test results for determining pay adjustments.

Do not core hardened concrete for determining pay adjustments when the 28-day acceptance cylinder strength test results are less than 10% below the specified minimum strength, and this deviation from the specified minimum strength does not exceed 500 psi [3.5 MPa].

346-12.3 Coring for Determination of Pay Adjustments: If the Contractor elects to drill core samples from the hardened concrete for determination of pay adjustments, obtain the cores in accordance with 346-11.3.

346-12.4 Core Conditioning and Testing: If the Contractor elects to provide drilled core samples for determination of pay adjustments, the Department will test the cores in accordance with 346-11.4.

346-12.5 Core Strength Representing Equivalent 28-Day Strength: For cores tested no later than 42 days after the concrete was cast, the Engineer will accept the core strengths obtained as representing the equivalent 28-day strength of the LOT of concrete in question. The Department will calculate the strength value to be the average of the compressive strengths of the three individual cores. The Department will accept this strength at its actual measured value, as determined by FM 1-T 024.

346-12.6 Core Strength Adjustments: For cores tested later than 42 days after the concrete was cast, the Department will establish the equivalency between 28-day strength and strength at ages after 42 days based on test data developed by a Department approved testing laboratory to relate strength at the actual test age to 28-day strength for the particular class of concrete and design mix represented by the cores. Obtain such data at no additional expense to the Department. When such data is not available and cannot be produced, as determined by the Department, the Department will determine the equivalent 28-day strength by adjusting the tested core strengths according to the following relationship:

$$\text{Equivalent 28-Day Strength} = \frac{\text{Average Core Strength} \times 100}{F}$$

where:

$F = 4.4 + 39.1 (\ln x) - 3.1 (\ln x)^2$ (Type I Cement)

$F = -17.8 + 46.3 (\ln x) - 3.3 (\ln x)^2$ (Type II Cement)

$F = 48.5 + 19.4 (\ln x) - 1.4 (\ln x)^2$ (Type III Cement)

x = number of days since the concrete was placed

ln = natural log

346-12.7 Calculating Pay Adjustments: The Engineer will determine payment reductions for low strength concrete, accepted by the Department and represented by either cylinder or core strength test results below the specified minimum strength, in accordance with the following:

Reduction in Pay = $0.80/yd^3 [$1.05/m^3] for each 10 psi [70 kPa] of strength test value below the specified minimum strength.

The Engineer will denominate low strength concrete paid on a per foot [meter] basis in cubic yards [cubic meters] by multiplying the plan cross-section of the element incorporating the low strength concrete by the full length of that element, or by 150 feet [45 m], whichever is less.

The Engineer will apply a reduction in pay to the entire LOT of concrete represented by the low strength test results except as noted above for concrete paid on a per foot [meter] basis, where the amount might exceed one LOT.

SCOPE OF WORK – INTENT OF CONTRACT.
(REV 8-19-09) (FA 8-24-09) (1-22)

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of the design and permitting of a 10-foot shared use path from Ariana Street to Jesse Keen Elementary School, and a 5-foot concrete sidewalk between Jesse Keen Elementary School to W. Hickory Street, along the east side S. Wabash Avenue. Also included is the design of roadway widening of S. Wabash Avenue from two to three lanes between Highland Street and the existing pedestrian midblock crossing at Jesse Keen Elementary School, to provide a new southbound left-turn lane into the school. The design will also be retrofitting existing drainage infrastructure and providing new drainage infrastructure to maintain existing drainage patterns and conveyance to historical outfalls. Additional safety improvements include a new pedestrian crossover island at Jesse Keen Elementary School, pedestrian signal upgrades at Highland Street, ADA upgrades to existing sidewalks and curb ramps, and corridor-wide lighting improvements..

The summary of pay items for this project is listed in the Plans.

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

MADRID CPWG
2030 State Road 60 E
Bartow FL 33830-4268
Ph: (863) 533-9007
Fax: (863) 533-8997

December 3, 2020

Burgess & Niple, Inc.
10006 N. Dale Mabry Hwy, Suite 201
Tampa, FL 33618
Attn: Bryan Anderson

Re: Madrid Project No. 14361
Geotechnical Engineering Report
Proposed S. Wabash Multi-Use Trail from Ariana St. to W. Hickory St.
Lakeland, Florida

Dear Mr. Anderson:

Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid) is pleased to submit this Geotechnical Engineering Report summarizing the results of our geotechnical subsurface exploration and engineering evaluation services completed for the above referenced project. The work was completed in general accordance with the authorized scope of work in our cost estimate proposal dated May 19, 2020 and provides general geotechnical recommendations regarding the proposed design and construction.

We appreciate the opportunity to be of service to you on this project and look forward to working with you on future projects. If you have any questions, please do not hesitate to contact us.

Sincerely,
Madrid Engineering Group, Inc. (EB 6509)

Kevin M. Hill, P.E.
Sr. Project Manager
Florida P.E. No. 72949

Attachment: Geotechnical Engineering Report

Madrid CPWG

Geotechnical Engineering Report

S. Wabash Ave. Multi-Use Trail from Ariana St. to W. Hickory St. Lakeland, Florida

Photo of Core-2 in an area of cracked pavement

Prepared for:

Burgess & Niple, Inc.

Prepared by:

MADRID ENGINEERING GROUP, INC., dba MADRID CPWG
2030 State Road 60 East
Bartow, FL 33830
863-533-9007

Project No. 14361
December 2020

EXECUTIVE SUMMARY

Project Description

Project Features Relative to This Report	
Trail	• An approximate 10-ft. wide multi-use trail along the east side of South Wabash Avenue between Ariana St. on the south end and Hickory St. on the north end. • The existing drainage ditch, where present, will shift outward to make room for the trail.
Roadway	• Some roadway widening is proposed near the school.

Field Activities

SPT Borings	
Proposed Trail	Four (4) SPT borings (SPT-1 to SPT-4) were completed along the approximate proposed trail alignment and in areas of proposed road widening to a depth of 10 feet

Pavement Cores

Core Number	Latitude (°N)	Longitude (°W)	Lane	Asphaltic Concrete Thickness (in)	Base	
					Thickness (in)	Type
Core-1	28.03487	81.99000	NB	3.2	8.3	Limerock
Core-2	28.03315	81.98998	NB	2.5	9	Limerock
Core-3	28.03395	81.99003	SB	2.6	7.7	Limerock

Madrid also collected bulk samples of the existing embankment material at two locations (adjacent SPT-2 and SPT-4) for Limerock Bearing Ratio (LBR) testing. During the field program, four hand auger borings, HA-1 through HA-4, were completed along the proposed trail, to depths of 5 feet (HA-1 to HA-3) and 6 feet (HA-4) bgs.

Findings and Recommendations

Based on the results of the exploration completed at the site and our professional opinion, the existing site is suitable for the proposed multi-use trail and associated roadway and drainage improvements provided our recommendations are implemented.

Soil conditions include mostly loose to occasionally medium dense sand to slightly silty sand or slightly clayey sand in the surficial 2 to 4 feet overlying mostly medium dense (occasionally loose or dense) silty sand with occasional clayey sand or sand. Proof-

rolling and subgrade preparation/compaction will be critical site preparation activities in order to provide uniform pavement performance. Organic soils do not appear to be a problem for the proposed construction, assuming any topsoil and roots/stumps are removed. The existing roadway section near the school consists of between 2.5 and 3.2 inches of asphaltic concrete (AC) overlying 7.7 to 9.0 inches of limerock base. The subgrade is sandy soil as described herein.

The water table is shallow at this site (as shallow as 20 inches during the soil borings) but some fill is anticipated in many areas along the proposed trail. Still, we estimate the water table to range between about 2 and 4 feet below final grades and dewatering may be necessary for any utilities or other excavations. The shallow water table may also affect the selection of roadway base materials. Our analysis and evaluation assume all recommendations are implemented during construction.

TABLE OF CONTENTS

1.0 INTRODUCTION AND PROJECT DESCRIPTION 2
1.1 General 2
1.2 Site Location and Description 2
1.3 Soil Survey Review 3
2.0 FIELD EXPLORATION 6
2.1 Standard Penetration Test Borings and Bulk Sample Collection 6
2.2 Hand Auger Borings 7
2.3 Pavement Coring 7
3.0 SUBSURFACE CONDITIONS AND LABORATORY TESTING 8
3.1 Subsurface Soil Conditions 8
3.2 Groundwater Conditions and Seasonal High Ground Water 8
3.3 Laboratory Testing 9
4.0 EVALUATION AND GENERAL RECOMMENDATIONS 10
4.1 General Considerations 10
4.2 Recommended Pavement Sections 10
4.3 New Ditch Excavations 13
4.4 Site Preparation and Earthwork 13
4.4.1 Clearing and Stripping 13
4.4.2 Proof-Rolling 14
4.4.3 Earthwork and Compaction 14
4.5 Shallow Excavations and Dewatering 15
4.6 On-Site Soil Suitability 15
4.7 Quality Assurance 16
5.0 LIMITATIONS 16

FIGURES

Figure 1 Location Map
Figure 2 USGS Topographic Map
Figure 3 NRCS/USDA Soils Map
Figures 4A-4C Boring Location Plan
Pavement Core Photo Log

APPENDICES

Appendix A Soil Boring Logs
Appendix B Laboratory Test Results

1.0 INTRODUCTION AND PROJECT DESCRIPTION

1.1 General

Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid) is pleased to submit this report summarizing the results from our subsurface soil exploration, consistent with the instructions provided by Burgess & Niple, Inc. (Designer), and geotechnical engineering evaluation for the proposed new South Wabash Ave. Multi-Use Trail in Lakeland, Florida. Our conclusions and recommendations are based on the results of our field exploration, laboratory testing, and appropriate engineering analyses.

Madrid understands the following regarding the specific features:

Table 1.1

Project Features Relative to This Report	
Trail	• An approximate 10-ft. wide multi-use trail along the east side of South Wabash Avenue between Ariana St. on the south end and Hickory St. on the north end. • The existing drainage ditch, where present, will shift outward to make room for the trail.
Roadway	• Some roadway widening is proposed near the school.

The purpose of this exploration was to collect subsurface soil and groundwater information to provide an evaluation of the existing subsurface conditions at the boring locations (along the proposed trail location and at proposed road widening sections) and to identify constraints or limitations (to the extent possible) that the subsurface conditions may impose on the planned construction. A conceptual site plan was provided by the client, and this plan was used to locate the soil borings.

The scope of work for this investigation included review of existing geological data, a field exploration and laboratory testing program, evaluation of soil testing results, evaluating site suitability and providing general geotechnical recommendations for construction.

1.2 Site Location and Description

The proposed trail site is generally located along the east side of S. Wabash Avenue between Ariana St. and Hickory St in Lakeland, Florida as shown on **Figure 1**, **Location Map**. Minor road widening is also proposed along the east side of S. Wabash Avenue in front of Jesse Keen Elementary School. Specifically, the site is located within Section 23, Township 28 South, Range 23 East in Polk County, Florida.

The site generally is undulating with the highest point near the intersection with West Highland Street (approximately 156 feet elevation) and the lowest point at a small wetland area north of the school. Elevations were estimated from Google Earth elevation data at the boring locations along proposed trail which ranged between approximately 144 and 154 feet. GIS topographic information is provided on **Figure 2, USGS Topographic Map** and is in general agreement with the Google Earth data. Boring/test elevations provided in this report were estimated based on Google Earth data and should be considered approximate only; no surveying was completed by Madrid.

1.3 Soil Survey Review

The Natural Resources Conservation Services (NRCS) Soil Survey reports provide a general description of the typical shallow soil strata (about 6 feet) encountered within each particular soil mapping unit and reports typical depth to seasonal high water levels. The NRCS defines seasonal high water as "a zone of saturation at the highest average depth during the wettest season that is at least six inches thick, persists for more than a few weeks, and is within six feet of the soil surface." The Soil Survey for Polk County indicates shallow soils along the proposed trail are comprised of six (6) soil map units as follows (generally listed from south to north); **Tavares fine sand, 0 to 5 percent slopes** (map unit 15), **Zolfo fine sand, 0 to 2 percent slopes** (map unit 47), **Myakka-Immokolee-Urban land complex** (map unit 53), **Smyrna and Myakka fine sands** (map unit 17), **Placid and Myakka fine sands, depressional** (map unit 25), **Adamsville-Urban land complex** (map unit 49) as shown on **Figure 3, Soils Map**. The NRCS provides the following (abbreviated) descriptions of the soil map units as described below. It should be noted that the soil descriptions and depth to water table do not account for fill or other earthwork activities that may have occurred along or near the existing roadway.

Tavares fine sand: *Tavares fine sand, 0 to 5 percent slopes is a moderately well drained soil on broad uplands and knolls on flatwoods. Areas of this soil range from about 10 to 80 acres. Slopes are smooth to convex. Typically, this soil has a dark grayish brown fine sand surface layer about 8 inches thick. The underlying material to a depth of at least 80 inches is light yellowish brown fine sand that grades to very pale brown. This Tavares soil has a seasonal high water table at a depth of 40 to 80 inches for several months in most years. The available water capacity is very low. Permeability is rapid or very rapid.*

Zolfo fine sand: *This map unit is described by the NRCS as somewhat poorly drained soil on low, broad ridges and knolls on flatwoods and in sloughs and poorly defined drainage ways. The slopes are smooth and range from 0 to 2 percent.*

Typically, this soil has a very dark gray fine sand surface layer about 7 inches thick. The subsurface layer is fine sand. It is brown to pale brown to a depth of about 30 inches and light gray to a depth of about 67 inches. The next layer to a depth of about 71 inches is brown fine sand. The subsoil to a depth of at least 80 inches is dark reddish brown fine sand that is coated with organic matter. The available water capacity is low and the permeability is moderate in the subsoil. The seasonal high water table is at a depth of 24 to 40 inches for 2 to 6 months during most years and at a depth of 10 to 24 inches for up to 2 weeks in some years.

Myakka-Immokolee-Urban: *Myakka-Immokalee-Urban land complex consists of poorly drained Myakka and Immokalee soils and Urban land. Slopes are generally smooth and are 0 to 2 percent. The Myakka soil makes up about 25 to 50 percent of the map unit. Typically, it has a very dark gray fine sand surface layer about 7 inches thick. It has a salt-and-pepper appearance when dry. The subsurface layer is gray fine sand to a depth of about 25 inches. The subsoil is black fine sand to a depth of about 30 inches and dark brown fine sand to a depth of about 36 inches. The underlying material is yellowish brown fine sand to a depth of at least 80 inches. The Immokalee soil makes up about 20 to 35 percent of the map unit. Typically, it has a very dark gray sand surface layer about 7 inches thick. The subsurface layer to a depth of about 39 inches is light gray sand that grades to white. The subsoil is black sand to a depth of about 58 inches, gray sand to a depth of about 66 inches, very dark gray sand to a depth of about 75 inches, and black sand to a depth of at least 80 inches. Under natural conditions the Myakka and Immokalee soils have a seasonal high water table within 12 inches of the surface for 1 to 5 months in most years. Some areas have been drained to various depths. The available water capacity is low. Permeability is moderate or moderately rapid in the subsoil. The Urban land makes up about 20 to 45 percent of the map unit. It is covered by streets, driveways, houses and other buildings, parking lots, and other similar structures.*

Smyrna and Myakka fine sands: *These soils are described as poorly drained soils in broad areas on flatwoods. The proportion of Smyrna versus Myakka varies within this area. Areas of each soil are large enough to be mapped separately, but due to present use at the time of printing, were mapped as one unit. Typically, the Smyrna soil has a black fine sand surface layer about 4 inches thick. The subsurface layer is gray fine sand to a depth of about 12 inches. The subsoil is dark brown and brown fine sand to a depth of about 25 inches. Below that is very pale brown fine sand to a depth of about 42 inches and very dark brown fine sand to a depth of about 48 inches. The underlying material is brown and light brownish gray fine sand to a depth of at least 80 inches. Typically, the Myakka soil has a very dark gray fine sand surface layer about 7 inches thick. The subsurface layer is gray fine sand to a depth of about 25 inches. The subsoil is fine sand to a depth of about 36 inches and black in the upper part and dark*

brown in the lower part. The underlying material is yellowish brown fine sand to a depth of at least 80 inches. The Smyrna and Myakka soils have a seasonal high water table within 12 inches of the surface for 1 to 4 months in most years. The available water capacity is low. Permeability is moderate or moderately rapid in the subsoil.

Placid and Myakka fine sands: *Placid and Myakka fine sands, depressional consists of very poorly drained Placid and Myakka soils in depressions mostly on flatwoods. Typically, about 60 percent of the map unit is Placid soil and 30 percent is Myakka soil, but the proportion varies in each mapped area. Some areas have only one of these soils. Areas of each soil are large enough to be mapped separately, but because wetness limits their resent and predicted use, they were mapped as one unit. Areas of these soils range from 5 to 40 acres. Slopes are smooth to concave and are 0 to 2 percent. Typically, this Placid soil has a black fine sand surface layer about 18 inches thick. The underlying material is dark gray fine sand to a depth of about 28 inches, light gray fine sand to a depth of about 60 inches, and grayish brown fine sand to a depth of at least 80 inches. This Placid soil is ponded for at least 6 months during most years. The available water capacity is moderate. Typically, this Myakka soil has a very dark gray fine sand surface layer about 3 inches thick. The subsurface layer is grayish brown fine sand to a depth of about 25 inches. The subsoil is black fine sand to a depth of about 35 inches. The underlying material is dark gray fine sand to a depth of at least 80 inches. This Myakka soil has a seasonal high water table that is above the surface for about 6 months during most years. The available water capacity is low.*

Adamsville-Urban land complex: *Adamsville-Urban land complex consists of areas of somewhat poorly drained Adamsville soil and Urban land. The individual areas of Adamsville soil and Urban land are so small and intermixed that mapping them separately at the selected scale was not practical. Individual areas are somewhat rectangular. Slopes generally are smooth and are 0 to 2 percent. The Adamsville soil makes up about 50 to 75 percent of the map unit. Typically, it has a very dark gray fine sand surface layer about 6 inches thick. The underlying material to a depth of at least 80 inches is light yellowish brown fine sand that grades to very pale brown. Under natural conditions this Adamsville soil has a seasonal high water table at a depth of 20 to 40 inches for 2 to 6 months during most years and at a depth of 10 to 20 inches for as long as 2 weeks in some years. The available water capacity is low. Permeability is rapid. The Urban land makes up about 20 to 45 percent of the map unit. It is covered by streets, driveways, houses and other buildings, parking lots, and other similar structures. Included in mapping are small areas of Tavares and Satellite soils. These soils are similar to the Adamsville soil. They make up 15 to 20 percent of the map unit.*

Table 1.3: Summary of Soil Map Units

Map Unit	Name	Location	Soil Types by Depth (in.)	Reported SHWT Depth (in.)
15	**Tavares fine sand, 0 to 5 percent slopes**	South half of trail alignment	0-80 Sand	40-80
47	**Zolfo fine sand, 0 to 2 percent slopes**	South half of trail alignment	0-80 Sand	24-40
53	**Myakka-Immokolee-Urban land complex**	South half of trail alignment	0-80 Sand	<12
17	**Smyrna and Myakka fine sands**	North half of trail alignment	0-80 Sand	<12
25	**Placid and Myakka fine sands, depressional**	North half of trail alignment	0-80 Sand	Above surface
49	**Adamsville-Urban land complex**	North half of trail alignment	0-80 Sand	20-40

2.0 FIELD EXPLORATION

2.1 Standard Penetration Test Borings and Bulk Sample Collection

On November 21, 2020, Madrid explored subsurface conditions at the site by drilling four (4) Standard Penetration Test (SPT) borings (SPT-1 through SPT-4) with track mounted drilling equipment to a depth of 10 feet below ground surface (bgs). A GPS hand unit (typical accuracy of +/- 10 feet) was utilized in the field for location purposes. Boring locations are shown at the bottom of the boring logs in **Appendix A**. The boring locations are plotted on an aerial map of the site obtained from Google Earth (**Figures 4A-4C**) and should be considered approximate. The following borings were completed:

- SPT-1 (10 feet) in a low, possible wetland area
- SPT-2 (10 feet) in an area of proposed road widening in front of the school
- SPT-3 (10 feet) in an area of proposed road widening in front of the school parking lot
- SPT-4 (10 feet) in an area of proposed road widening near the south end of the school property

Disturbed samples from the SPT borings were obtained using a split-spoon sampler in general accordance with ASTM Specification D 1586, using a 1.4-inch I.D. split-spoon sampler driven with a 140-pound auto-hammer falling a distance of 30

inches. An engineering technician familiar with soil classification and field evaluations logged the borings in the field and placed samples in sealed containers and returned them to Madrid's laboratory for further classification. Upon completion, the boreholes were backfilled in general accordance with industry standards. The soil boring logs have been included with this report in **Appendix A**. Madrid also collected bulk samples of the existing embankment material at two locations (adjacent SPT-2 and SPT-4) for Limerock Bearing Ratio (LBR) testing. Soil samples will be retained for a period of 3 months unless otherwise notified.

2.2 Hand Auger Borings

During the field program, four hand auger borings, HA-1 through HA-4, were completed along the proposed trail, approximately at the locations shown on **Figures 4A-4C**. The borings were advanced to depths of 5 feet (HA-1 to HA-3) and 6 feet (HA-4) bgs using a bucket auger and were completed in general accordance with ASTM D 1452. Hand auger boring logs are included with the SPT logs in **Appendix A**.

2.3 Pavement Coring

The pavement coring program was completed on November 21, 2020 to examine the existing pavement section along S. Wabash Avenue near the school where widening is anticipated. Maintenance of traffic included temporarily closing single lanes of traffic while using flaggers to route traffic around the work area while the coring was being completed. During the coring program, asphalt cores were extracted at three (3) locations along S. Wabash Avenue. A hand auger was used to remove the base material so that the thickness of the base later could be measured. These cores were completed at the approximate locations shown on **Figures 4A-4C**, **Boring location Plan**. **Table 2.3** below provides a summary of the core locations and layer thicknesses. Photographs of the individual cores are presented in the **Pavement Core Photo Log** which follows **Figure 4**.

Table 2.3: Pavement Core Summary

Core Number	Latitude (°N)	Longitude (°W)	Lane	Asphaltic Concrete Thickness (in)	Base	
					Thickness (in)	Type
Core-1	28.03487	81.99000	NB	3.2	8.3	Limerock
Core-2	28.03315	81.98998	NB	2.5	9	Limerock
Core-3	28.03395	81.99003	SB	2.6	7.7	Limerock

The pavement cores were returned to our laboratory for review and documentation. Upon completion, the cores and boreholes were backfilled and patched in general accordance with industry standards. We note that Core-2 was completed at a pavement crack and the core was in several pieces; cracks fully penetrated the

asphaltic concrete (AC) layer (see Photo on Report Cover for area of pavement cracking at Core-2). The base material was limerock at all three core locations. It should be noted that the existing pavement was in very poor conditions with severe cracking in some areas and patched areas around the school that may require reconstruction.

3.0 SUBSURFACE CONDITIONS AND LABORATORY TESTING

3.1 Subsurface Soil Conditions

In general, the SPT borings encountered a surficial 2- to 4-foot layer of loose to medium dense sand, slightly silty sand or sand with seams of clayey sand (A-3). The surficial sand layer was underlain by loose to very dense silty sand (A-2-4) to the boring termination depth of 10 feet in borings SPT-1, SPT-2 and SPT-4 and to a depth of about 5 feet bgs in SPT-3. Densities of this silty sand generally increased with depth as observed in the SPT borings. A medium dense to dense layer of sand (A-3) was encountered in SPT-3 between 5 to 10 feet bgs. The hand auger borings generally encountered similar soil conditions as reported in the SPT borings with a surficial 2 to 5-foot layer of sand underlain by silty sand.

Table 3.1: Soil Types Encountered

Stratum Number	Typical Soil Description	USCS Classification	AASHTO Classification
1	Fine SAND to Fine SAND with trace Silt and/or Clay	SP	A-3
2	Fine Slightly Silty Sand or Fine Slightly Clayey Sand	SP-SM, SP-SC	A-3 to A-2-4
3	Fine Silty Sand to occasional Fine Clayey Sand	Mostly SM, occasional SC	A-2-4

The general soil profiles described above and as presented on the boring logs are based on our interpretation of subsurface conditions encountered at the boring locations only. Boundaries between soil layers are approximate and for illustration purposes only. Variations in soil conditions in both horizontal and vertical directions different from those presented are likely to exist between boring locations.

3.2 Groundwater Conditions and Seasonal High Ground Water

The project site is undulating with about 12 or 13 feet of elevation difference between highest and lowest points along the proposed alignment. We note that the water table was encountered in the borings at depths ranging from about 1.7 to 4.2 feet bgs. The water table seems to be roughly following the terrain and is not at a constant

elevation. This may occur in relatively low-permeability soils such as the silty sands we encountered at depth in the borings. In the undeveloped portions of the wetland areas, the water table may be found at or above the ground surface, but fill will likely be used along the road/trail embankment to elevate the pavement. Depths to the water table will depend on the fill heights and proximity to wetlands or drainage ditches. Based on the water table depths measured at the boring locations and, depending on the time of year of construction, the water table may be as shallow as within 1 foot of the surface in some areas during the wet season and as shallow as 2 to 4 feet bgs in most areas of the proposed alignment. Seasonal fluctuations in the groundwater level should be anticipated due to variations in rainfall and proximity of drainage and wetland features.

The Soil Survey for Polk County, Florida describes the seasonal high water table (SHWT) for most of the map units to be within 40 inches of the natural surface along most of the alignment and three of the map units to be within 12 inches of the natural surface. Based upon the published survey information and our findings during the exploration, Madrid recommends a design high water table level at about 0.5 feet above the water table depths measured at each boring location (generally between about 1.2 and 3.7 feet bgs depending on the boring location). Madrid was asked specifically to recommend a SHWT depth at boring locations SPT-1 and SPT-2. No discernible indicators of a SHWT were observed in the samples obtained from the borings, which included some fill soils as well. At SPT-1, we recommend a SHWT at a depth of 2 feet bgs. At boring SPT-2, we recommend a SHWT depth at about 1.8 feet bgs.

3.3 Laboratory Testing

Laboratory tests for natural water content (ASTM D2216), percent passing the No. 200 sieve (ASTM D1140), and organic content (ASTM D2974), were performed on selected samples retrieved during the field exploration from the SPT borings and hand auger borings to verify the visual and tactile soil classifications. In addition, Limerock Bearing Ratio (LBR) tests were performed on bulk soil samples collected at boring locations SPT-2 and SPT-4 (FM 5-515). Laboratory test reports are included in **Appendix B**.

Table 3.3

Lab Summary	
<#200 Sieve	3.3% - 12.6%
% Moisture	3.9% - 25.8%
% Organic	2.6% - 3.2%
LBR	25 - 48

4.0 EVALUATION AND GENERAL RECOMMENDATIONS

4.1 General Considerations

The following conclusions and recommendations are based on our understanding of the proposed project, the data obtained from the field exploration, experience with similar conditions, and generally accepted principles and practices of geotechnical engineering. Based on the results of the exploration completed at the site and our professional opinion, the existing site is suitable for the proposed multi-use trail and associated roadway and drainage improvements provided our recommendations are implemented.

Soil conditions include mostly loose to occasionally medium dense sand to slightly silty sand or slightly clayey sand in the surficial 2 to 4 feet overlying mostly medium dense (occasionally loose or dense) silty sand with occasional clayey sand or sand. Proof-rolling and subgrade preparation/compaction will be critical site preparation activities in order to provide uniform pavement performance. Organic soils do not appear to be a problem for the proposed construction, assuming any topsoil and roots/stumps are removed. The existing roadway section near the school consists of between 2.5 and 3.2 inches of asphaltic concrete (AC) overlying 7.7 to 9.0 inches of limerock base. The subgrade is sandy soil as described herein.

The water table is shallow at this site (as shallow as 20 inches during the soil borings) but some fill is anticipated in many areas along the proposed trail. Still, we estimate the water table to range between about 2 and 4 feet below final grades and dewatering may be necessary for any utilities or other excavations. The shallow water table may also affect the selection of roadway base materials. Our analysis and evaluation assume all recommendations are implemented during construction.

4.2 Recommended Pavement Sections

In general, the existing shallow subsurface soils encountered in the borings are suitable for supporting the proposed multi-use trail and roadway widening improvements after proper subgrade preparation. However, the water table is present at shallow depth in many areas. The depth to the water table in the borings may also have been affected by proximity to the bottom of the existing ditch and fill (embankment) soil is assumed to be added to these areas which will increase the water table depth. We recommend that all topsoil and silty soil at the bottom of the existing ditches be removed and the base of the excavation compacted prior to adding fill for the new embankment. All compaction operations should be completed in accordance with **Section 4.4** of this report. The

following descriptions provide the general characteristics of each soil type observed in the borings:

In the area of the proposed roadway widening near the school, the existing pavement is in very poor condition and may require reconstruction. This deterioration is possibly the result of, or exacerbated by, the shallow water table. We would recommend a base material not susceptible to water such as graded aggregate, crushed concrete or black base.

Table 4.3: Soil types Within Roadway

Soil Stratum	Name	Soil Description	USCS	AASHTO
1	Fine SAND to Fine SAND with trace Silt and/or Clay	Soils of this group are fine-grained sand with trace fines. This stratum is non-plastic with less than 5 percent passing the No. 200 mesh sieve. These sands are generally white, brown, gray and yellow in color. This material type is regarded as SELECT by FDOT Standard Plan Index 120.	SP	A-3
2	Fine Slightly Silty Sand or Fine Slightly Clayey Sand	Soils of this group are slightly silty or slightly clayey, fine-grained sands. This stratum is non-plastic to slightly plastic with 5 to 12 percent passing the No. 200 mesh sieve. These sandy soils are generally brown, gray, black and white in color. This material type is mostly SELECT, as determined by FDOT Standard Plan Index 120.	SP-SM SP-SC	A-3 to A-2-4
3	Fine Silty Sand to occasional Fine Clayey Sand	Soils of this group are silty, fine-grained sands with occasional clayey fine sands. This stratum is mostly non-plastic to slightly plastic with 12 to 35 percent passing the No. 200 mesh sieve. These sandy soils are generally brown, gray, black and white in color. Some of this material type may be regarded as SELECT by FDOT Standard Plan Index 120.	Mostly SM to SC	A-2-4

If organic or plastic soils are encountered within the pavement section, they should be removed and placed in areas not affecting pavement performance. The removal and utilization of plastic soils, top-soils and other surficial organic soils should be accomplished in accordance with FDOT Standard Plan Indices 120-1 and 120-2.

Site preparation should consist of normal clearing and grubbing followed by compaction of subgrade soils. Backfill should consist of materials conforming to FDOT Standard Plan Index 120-1. Clearing and grubbing and compaction should be accomplished in accordance with Sections 110 and 120 of the FDOT SSRBC, latest edition.

The overall site preparation and earthwork operations for the construction of the proposed paved areas should be completed in accordance with the FDOT SSRBC and FDOT Design Plan Index requirements and/or applicable County specifications. The minimum City/County requirements should be met with any pavement sections provided. If additional pavement recommendations are needed, we recommend the following minimum pavement sections for both flexible and rigid pavement:

Roadway Widening

Traffic loading, service level or design life information was not provided. Based on the existing pavement section and our experience with similar roadways, we recommend the following minimum section for flexible pavement beginning from the top down:

- 2.5” Type SP structural course (includes friction course if required)
- 8” base course (minimum LBR 100 and compacted to 98% Modified Proctor), see note below.
- 12” compacted subgrade (minimum LBR 40 and compacted to 98% of Modified Proctor)

Note: We note that many of the paved areas may have seasonal high water levels in the range of 2 to 4 feet below existing grade and recommended minimum base clearances may not be present for limerock material to be used. The FDOT flexible pavement manual recommends a reduction in the design resilient modulus if the bottom of the base is less than 3 feet above the SHWT. This would effectively increase the required structural number to provide an equivalent pavement performance compared to a site with a deeper water table. Depending on the fill heights and base clearances at each location along the alignment, there may be a need to use an alternative base material (other than limerock) that is not affected by moisture, such as graded aggregate, crushed concrete, black base, etc.

Multi-Use Trail

If the trail is to be constructed with flexible pavement, we recommend the following minimum section:

- 1.5” Type SP structural course
- 6” base course (minimum LBR 100 and compacted to 98% Modified Proctor), see note above.

- 12” compacted subgrade (minimum LBR 40 and compacted to 98% of Modified Proctor)

If the trail is to be constructed with rigid pavement, pavement should be designed in general accordance with the FDOT Rigid Pavement Design Manual. If a recommendation for pavement thickness is needed, we recommend a minimum of 5-inches for pavement thickness and using concrete with a minimum compressive strength of 4,000 psi at 28 days. These are minimum requirements and may be increased for improved performance/longevity and will depend largely on anticipated loading conditions. Base and/or subgrade requirements should also be in general accordance with the manual. The upper 1-foot of rigid pavement subgrade soils should be free-draining soil compacted to 98% of MPMDD. Limerock base is not recommended below rigid pavements but clean sand (less than 10% fines content) and open graded gravel are suitable base materials for rigid pavements. Rigid pavements should include both longitudinal and transverse control joints, along with any required reinforcing, in accordance with ACI and/or AASHTO requirements.

4.3 New Ditch Excavations

New ditch excavations are assumed to be on the order of 1 to 3 feet deep below existing grade. These excavations should encounter mostly clean sand to slightly silty sand or slightly clayey sand. Occasionally, silty sand may also be encountered. Soils with higher fines contents will typically allow slower infiltration rates than soils with lower fines contents. Soil compaction at the base of ditches is not required as compacted soils will infiltrate slower than loosely placed soils. The water table is relatively shallow at this site and the ditch excavations may encounter water in some areas along the alignment.

4.4 Site Preparation and Earthwork

4.4.1 Clearing and Stripping

All construction areas should be cleared of any trees, scrub vegetation, debris and topsoil stripped as necessary to remove roots and other deleterious materials. It is possible that some near-surface organic soils may be present in small wetland areas along the proposed alignment that were not encountered at the boring locations. If encountered, all organic soils should be removed and replaced with compacted clean sandy soils as described herein. Clearing and grubbing should be closely monitored by the Engineer. Topsoil is anticipated to be on the order of 6 inches or less and should be discarded or may be stockpiled for future reuse in landscape areas if desired. In addition, any abandoned utilities should be removed as open conduits can lead to soil erosion and a loss of support beneath the embankment.

4.4.2 Proof-Rolling

After clearing and grubbing, pavement areas and other embankment subgrade areas should be evaluated and methodically proof-rolled, as directed by representatives of Madrid, with compaction equipment or with heavy construction equipment (i.e. large vibratory smooth roller or loaded front-end loader) capable of achieving the required compaction. Rolling should continue until a density of at least 98 percent of Modified Proctor maximum dry density (MPMDD) (ASTM D-1557) is achieved over the pavement areas. Any soft, rolling or otherwise suspect areas should be investigated, and any unsuitable soils and/or unstable soil conditions should be removed and replaced with structural/embankment fill as described in **Section 4.4.3**.

4.4.3 Earthwork and Compaction

All structural/embankment soils (existing or placed) within 1 foot beneath the bottom of base materials within pavement areas should meet gradation (no more than 12 percent fines or 4 percent organics) requirements and compacted to achieve the minimum density requirement of 98% of MPMDD. This may require excavation and compaction below footing subgrade level. Organic content and clayey soils are not anticipated to be an issue provided topsoil is removed. Subgrade soils should be inspected to verify that they meet the gradation and organic content requirements, compacted, and tested to verify in-place density to a depth of 12 inches at the base of excavations and below all base materials. The base of all excavations should be compacted to 98% of MPMDD prior to placement of fill.

Fill placement in large areas should be completed in lifts no greater than 12 inches in thickness and compacted to at least 98 percent of the MPMDD. If compaction cannot be achieved at 12-inch lifts, thinner lifts may be required. It is noted that heavy vibratory compaction near other structures has the potential to cause damage. Soils in smaller footing excavations or utility trenches where compaction must be achieved with smaller hand operated equipment should be compacted in lifts no greater than 6 inches in thickness and compacted to at least 98 percent of the MPMDD.

Similar earthwork and compaction operations should be employed for utility installations. Generally, all utilities should be installed in accordance with the current addition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Prior to construction, bulk samples representative of anticipated subgrade and fill soils should be collected and subjected to Modified Proctor testing. Existing clean sandy soils excavated from footings intended for reuse as backfill may require moisture conditioning to permit adequate compaction.

4.5 Shallow Excavations and Dewatering

Temporary side slopes for any open-cut excavations should be stable in the short term at slopes of one and one-half feet horizontal to one foot vertical (1.5:1 H:V). All excavations should conform to the Occupational Safety and Health Act (OSHA) requirements for Type C soils as described Federal Register 29 CFR Part 1926. Design of a shoring system is the responsibility of the selected contractor. A number of variable factors, such as nature and strength of excavated soils, depth of excavation and groundwater, proximity of adjacent structures, and economics of construction method, etc., will affect the choice of support method.

If needed, all vertical shoring or prefabricated trench lining systems should be continuous and maintained in place to assure adequate temporary stability during backfilling of the trench as recommended subsequently. Excavated soils should not be stockpiled within 15 feet (horizontally) of the shored excavations, unless specific provisions for surcharge loading have been included in the design of the shoring system. The final decision on appropriate excavation methods and design of shoring systems is the responsibility of the contractor.

Based upon the time of year, it appears that groundwater should be anticipated for utility or similar excavations. We recommend that a dewatering system be designed and installed to draw the groundwater table down to a depth sufficient to achieve compaction for the backfill; this typically requires lowering the water to 2 to 3 feet below the excavation level. The contractor should employ a registered professional engineer to design all shoring and dewatering systems.

4.6 On-Site Soil Suitability

The shallow soils encountered along the roadway alignment are generally suitable for use as embankment fill per FDOT Standard Plan Indices 120-1 and 120-2. These indices should be used to determine the specific usability of the soil types encountered during our exploration program. LBR values for the two bulk samples of the existing embankment varied from 25 (LBR-2 at SPT-4) to 48 (LBR-1 at SPT-2). Additional LBR and Proctor tests will be required during construction as soils will vary along the proposed alignment. Select soils having an average organic content of more than 2.5 percent, or having an individual test value which exceeds 4 percent, shall not be used in the subgrade portion of the roadbed. Select soils having an average organic content of more than 5 percent, or an organic content individual test result which exceeds 7 percent, shall not be used in the portion of embankment inside a 1V:2H extending downward from the edge of the roadway shoulder. Organic soils may be encountered near the surface in the small wetland area(s) along the proposed alignment (generally in lower elevation areas). Organic soils are not suitable for re-use

and should be removed prior to placing fill. It is recommended that materials be compacted in place according to requirements detailed in this report.

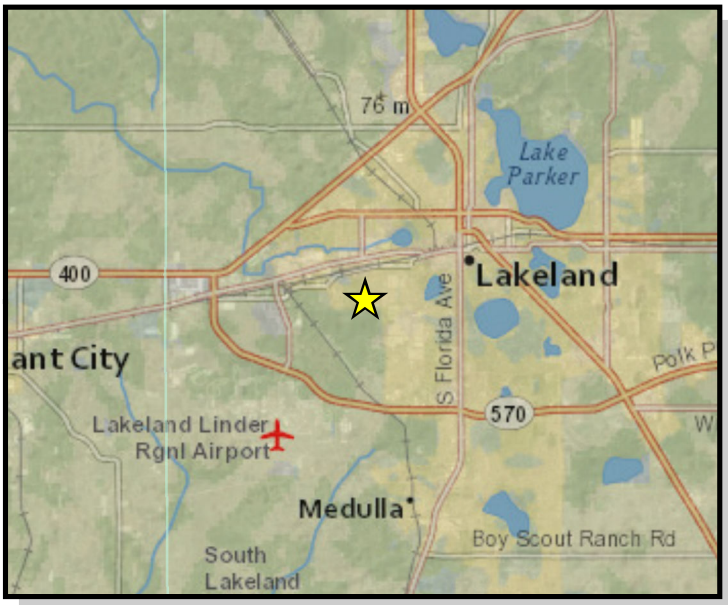
4.7 Quality Assurance

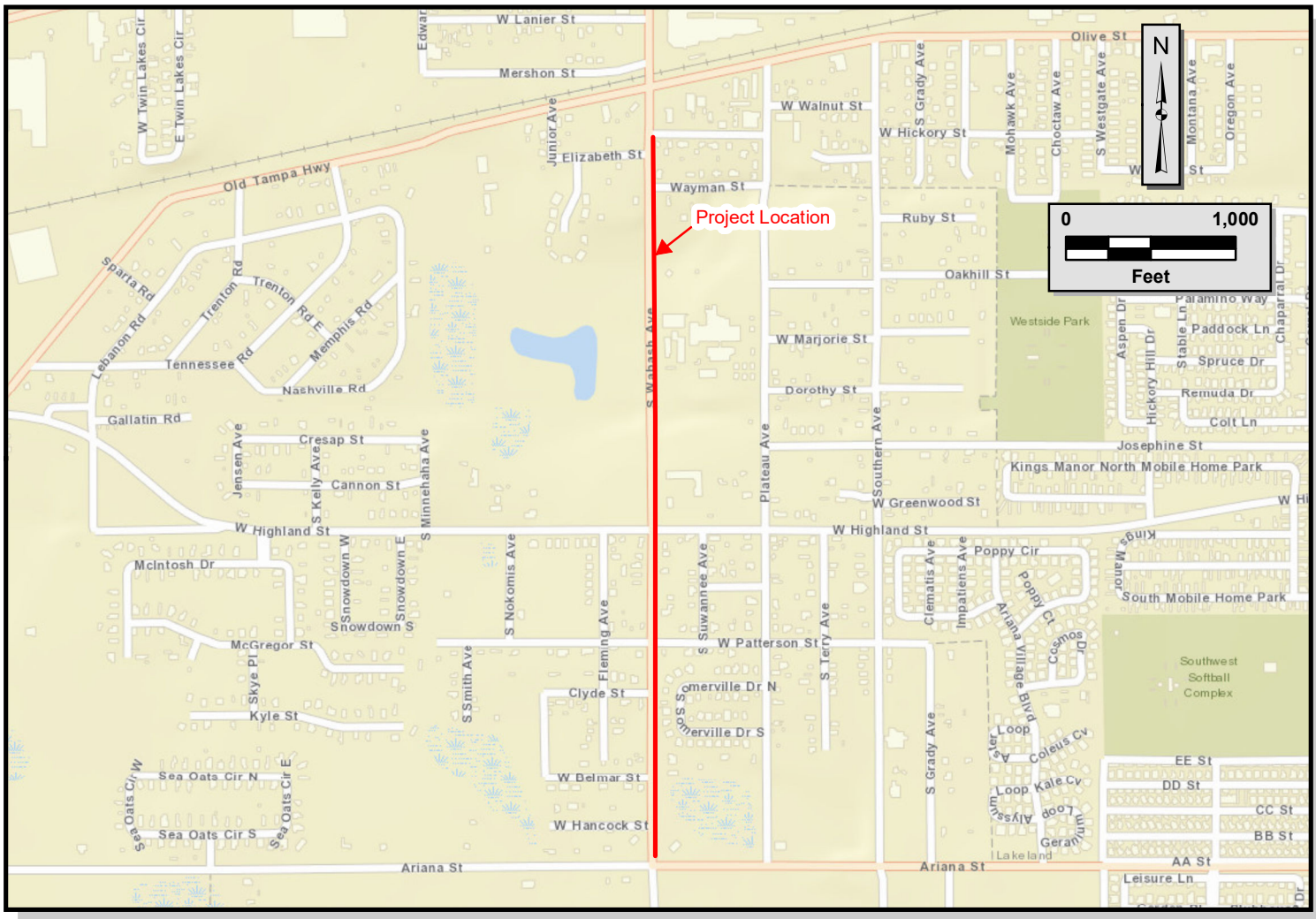
We recommend implementing a comprehensive quality assurance program to verify that all site preparation and embankment construction is conducted in accordance with the recommendations herein and the appropriate plans and specifications. It is strongly recommended that Madrid be retained to perform materials testing and inspection services to observe that the subsurface conditions are as we have discussed herein and that embankment and pavement construction, ground densification and fill placement are in accordance with our recommendations. Madrid cannot accept responsibility for any conditions which deviate from those described in this report if not engaged to provide construction observation and testing for this project. An on-site engineering technician should monitor all site preparation to verify that all deleterious materials have been removed and should observe earthwork activities to verify that the pavement subgrade soils conform to the recommendations herein. In-situ density tests should be conducted during filling activities and below all pavement areas to verify that the required densities have been achieved. In-situ density values should be compared to laboratory Proctor moisture-density results for in-situ and fill soils to confirm they meet minimum compaction requirements.

5.0 LIMITATIONS

This report has been prepared for Burgess & Niple, Inc. for the proposed Multi-Use Trail and related improvements along South Wabash Avenue in Lakeland, Florida. The information in this report is intended for the sole use of the addressees and their assigns/agents and may not be relied upon or used by any third party without expressed written consent. The evaluations and recommendations presented herein are based on Madrid's interpretation and understanding of site conditions and information provided by the Client. This report is not a specification document and is not intended for use as a part of the specifications. Varying degrees of non-uniformity of the horizontal and vertical soil conditions may exist at the site. This study is not intended to be an evaluation of sinkhole risk. This study does not include an evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface. The study reported herein has been conducted in accordance with the generally accepted standards, principles and practices in the geotechnical engineering profession. No other warranty, expressed or implied, is made. Madrid is not responsible for the independent conclusions, opinions, and/or recommendations made by others based on the field investigation and laboratory testing data presented in this report. Soil samples will be stored at our Bartow Office for a period of 3 months from the date of this report unless other arrangements are made.

FIGURES





Sources: GIS Information (ESRI)

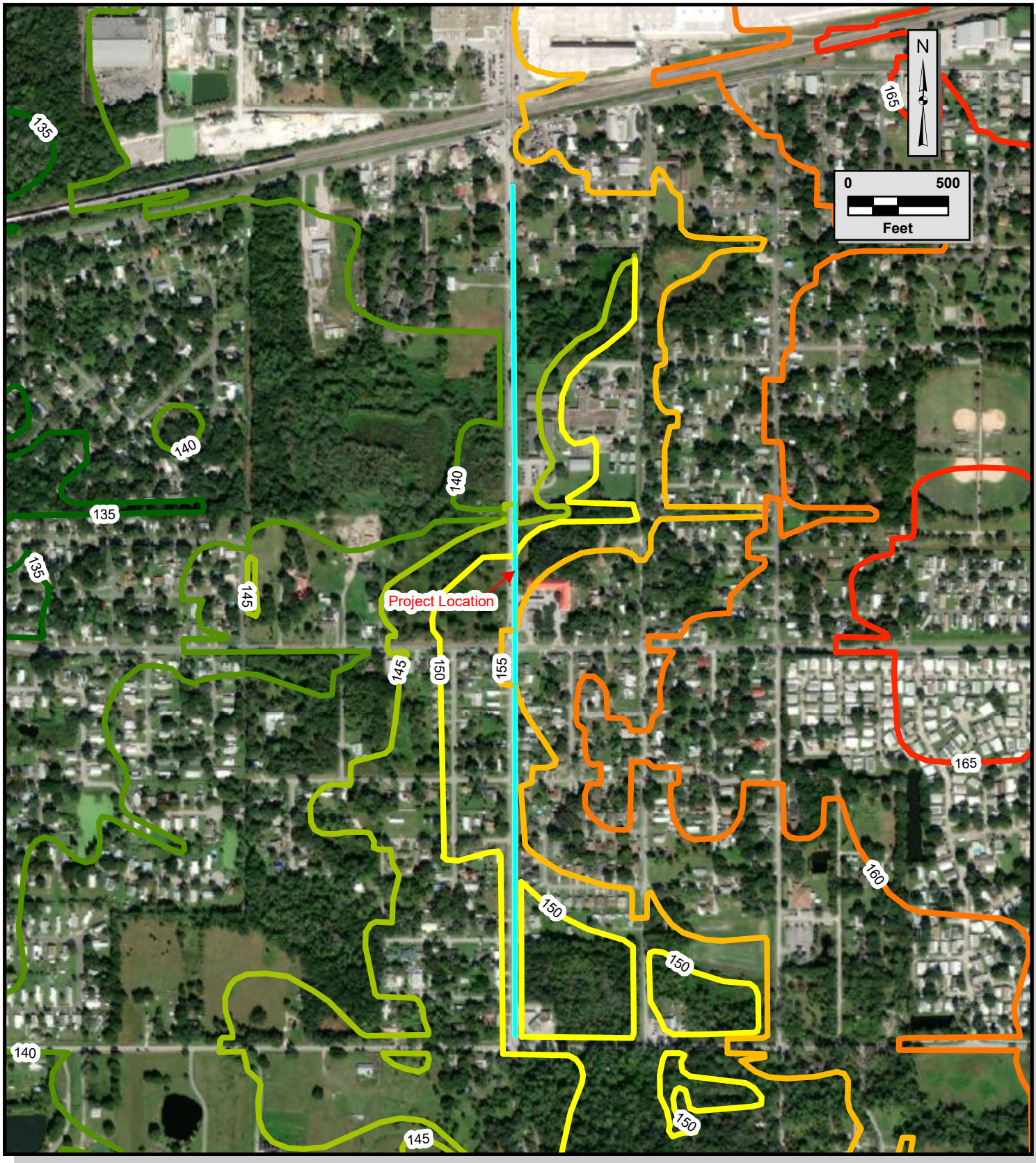
MADRID CPWG
2030 State Road 60 East
Bartow, Florida 33830
863 533-9007 Fax: 863 533-8997
EB-0006509

Burgess & Niple, Inc.

FIGURE 1
Site Location Map
Wabash Ave. Multi-Use Trail
Lakeland, Florida

Project Number:
14361

Notes:	Drawn By: MZ	Checked By: KH



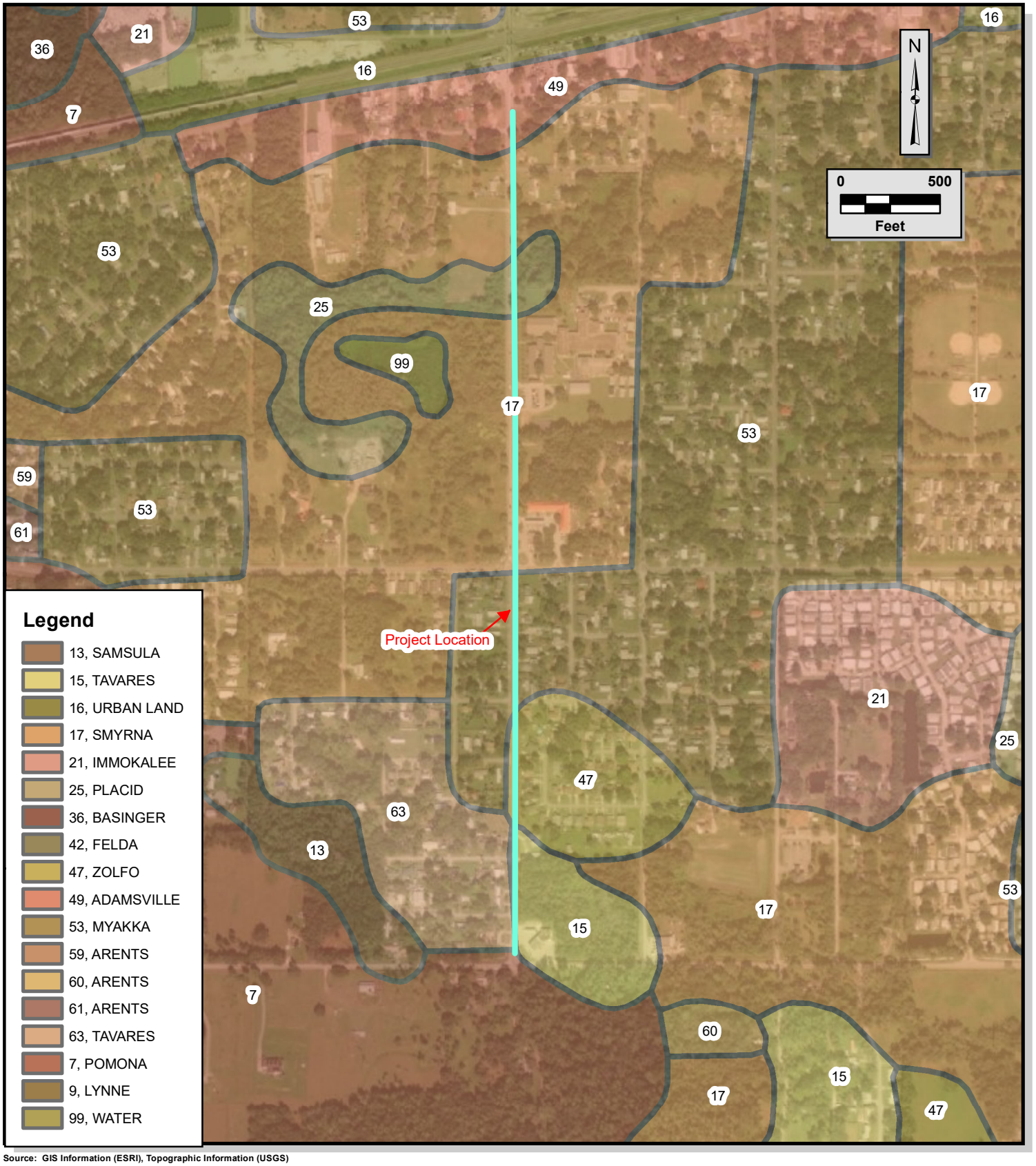
Source: GIS Information (ESRI), Topographic Information (USGS)

MADRID CPWG
2030 State Road 60 East
Bartow, Florida 33830
863 533-9007 Fax: 863 533-8997
EB-0006509

Burgess & Niple, Inc.

FIGURE 2
USGS Topographic Map
Wabash Ave. Multi-Use Trail
Lakeland, Florida

Drawn By: MZ	Checked By: KH	Project Number: 14361



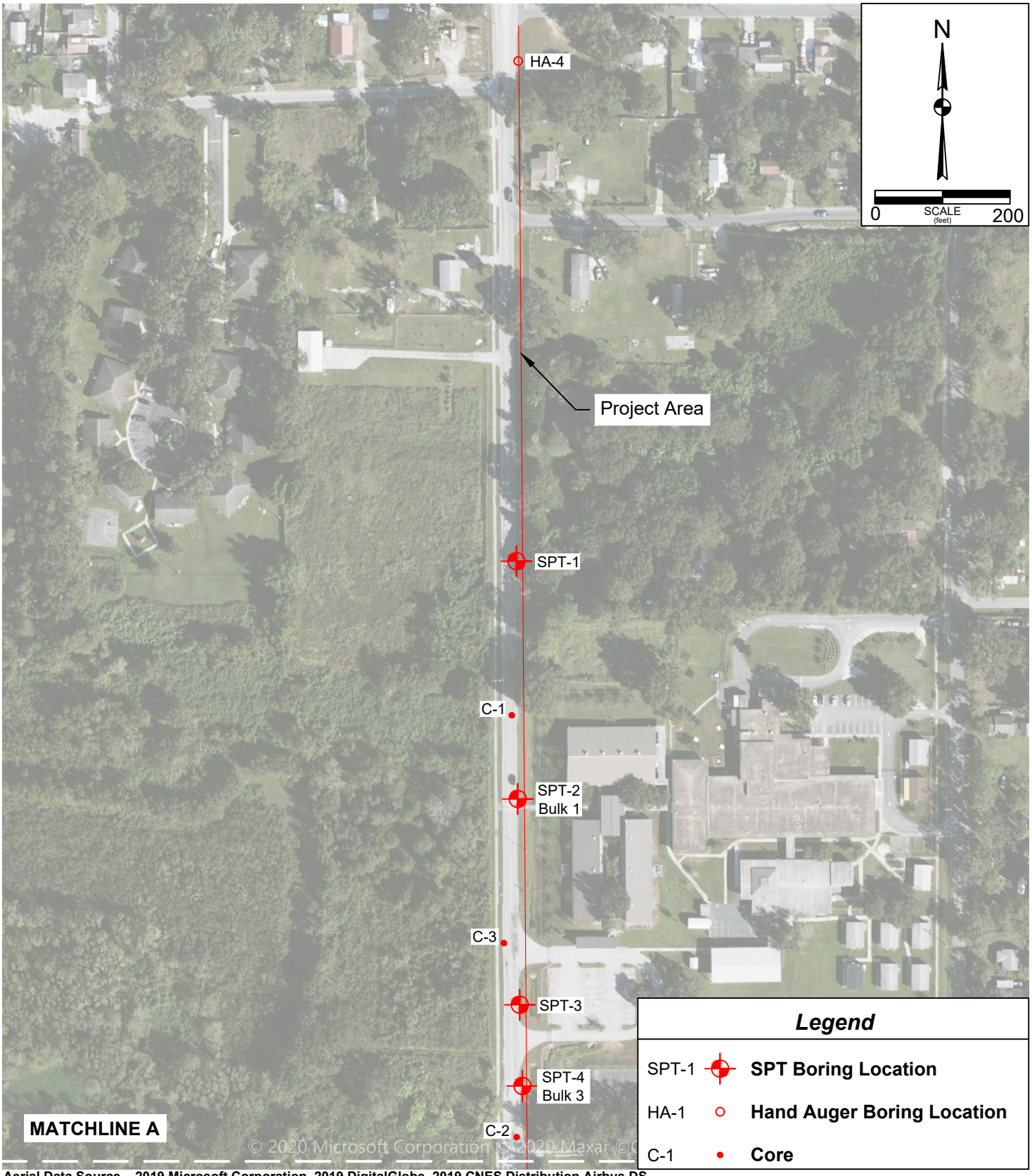
Source: GIS Information (ESRI), Topographic Information (USGS)

MADRID CPWG
2030 State Road 60 East
Bartow, Florida 33830
863 533-9007 Fax: 863 533-8997
EB-0006509

Burgess & Niple, Inc.

FIGURE 3
NRCS/USDA Soil Map
Wabash Ave. Multi-Use Trail
Lakeland, Florida

Drawn By: MZ	Checked By: KH	Project Number: 14361



Aerial Data Source – 2019 Microsoft Corporation, 2019 DigitalGlobe, 2019 CNES Distribution Airbus DS.

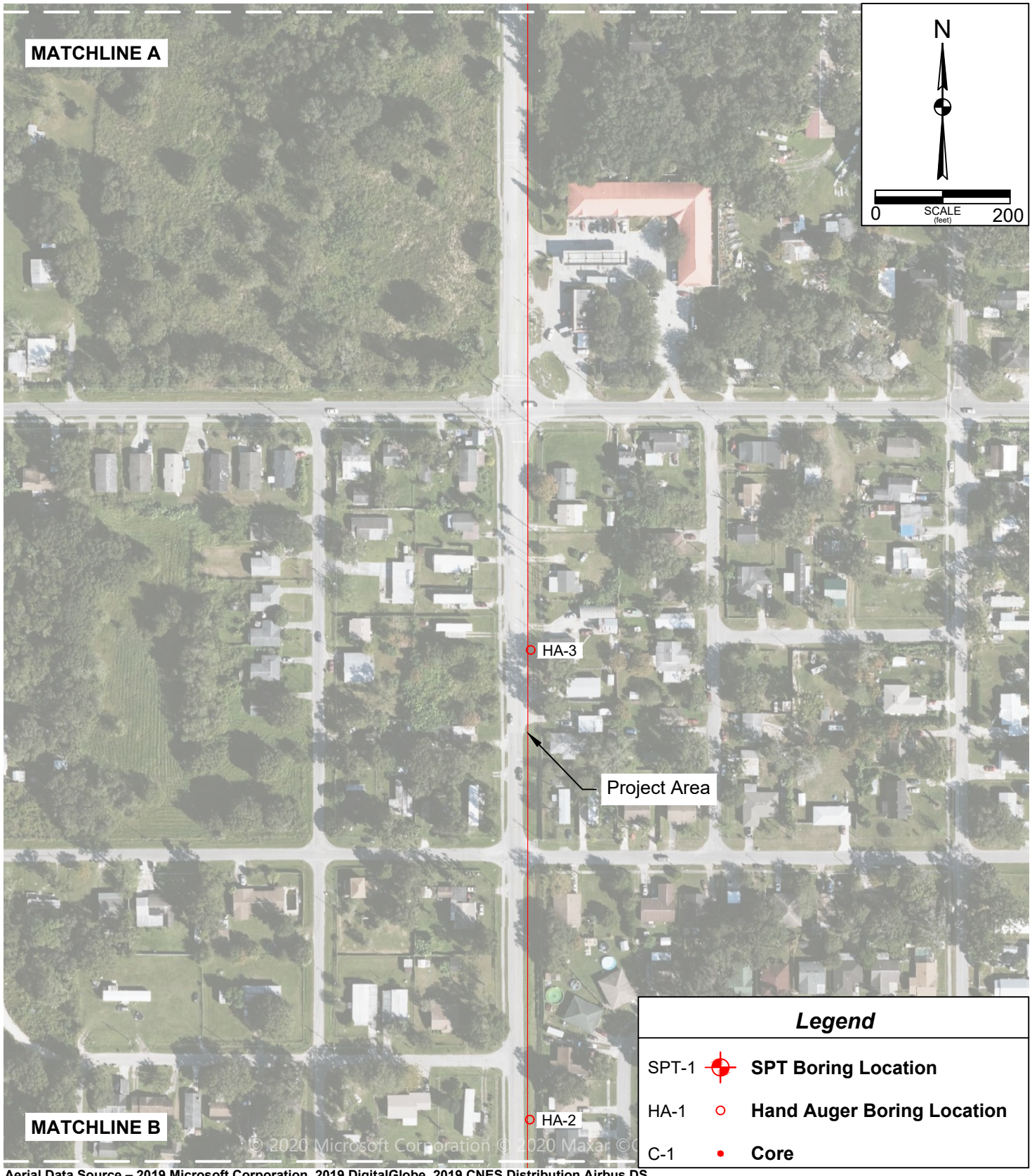
MADRID ENGINEERING GROUP, INC.
2030 State Road 60 East
Bartow, Florida 33830
863 533-9007 Fax: 863 533-8997
EB-0006509

Burgess & Niple, Inc.

FIGURE 4A
Boring Location Plan
Wabash Ave. Multi-Use Trail
Lakeland, Florida

Madrid Project Number:
14361

Notes:	Drawn By: MZ	Checked By: KH



Aerial Data Source – 2019 Microsoft Corporation, 2019 DigitalGlobe, 2019 CNES Distribution Airbus DS.

MADRID ENGINEERING GROUP, INC.
2030 State Road 60 East
Bartow, Florida 33830
863 533-9007 Fax: 863 533-8997
EB-0006509

Burgess & Niple, Inc.

FIGURE 4B
Boring Location Plan
Wabash Ave. Multi-Use Trail
Lakeland, Florida

Madrid Project Number:
14361

Notes:	Drawn By: MZ	Checked By: KH

Aerial Data Source – 2019 Microsoft Corporation, 2019 DigitalGlobe, 2019 CNES Distribution Airbus DS.

MADRID ENGINEERING GROUP, INC.
2030 State Road 60 East
Bartow, Florida 33830
863 533-9007 Fax: 863 533-8997
EB-0006509

Burgess & Niple, Inc.

FIGURE 4C
Boring Location Plan
Wabash Ave. Multi-Use Trail
Lakeland, Florida

Madrid Project Number:
14361

Notes:	Drawn By: MZ	Checked By: KH

Pavement Core Photo Log

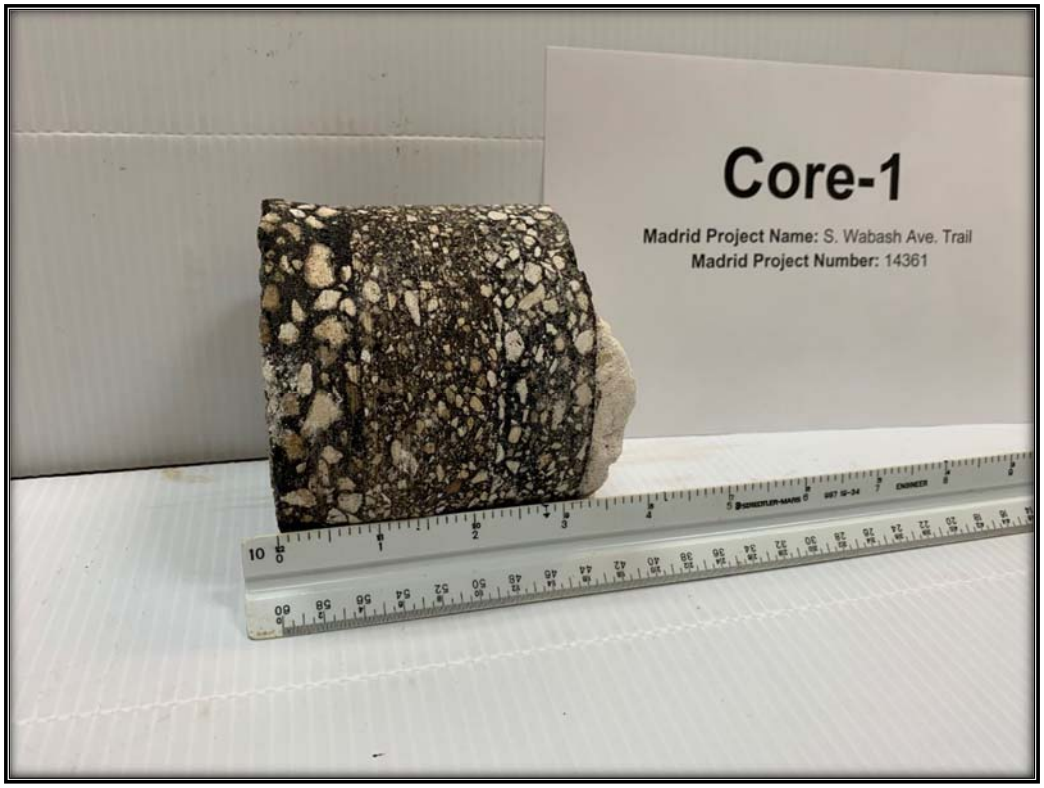


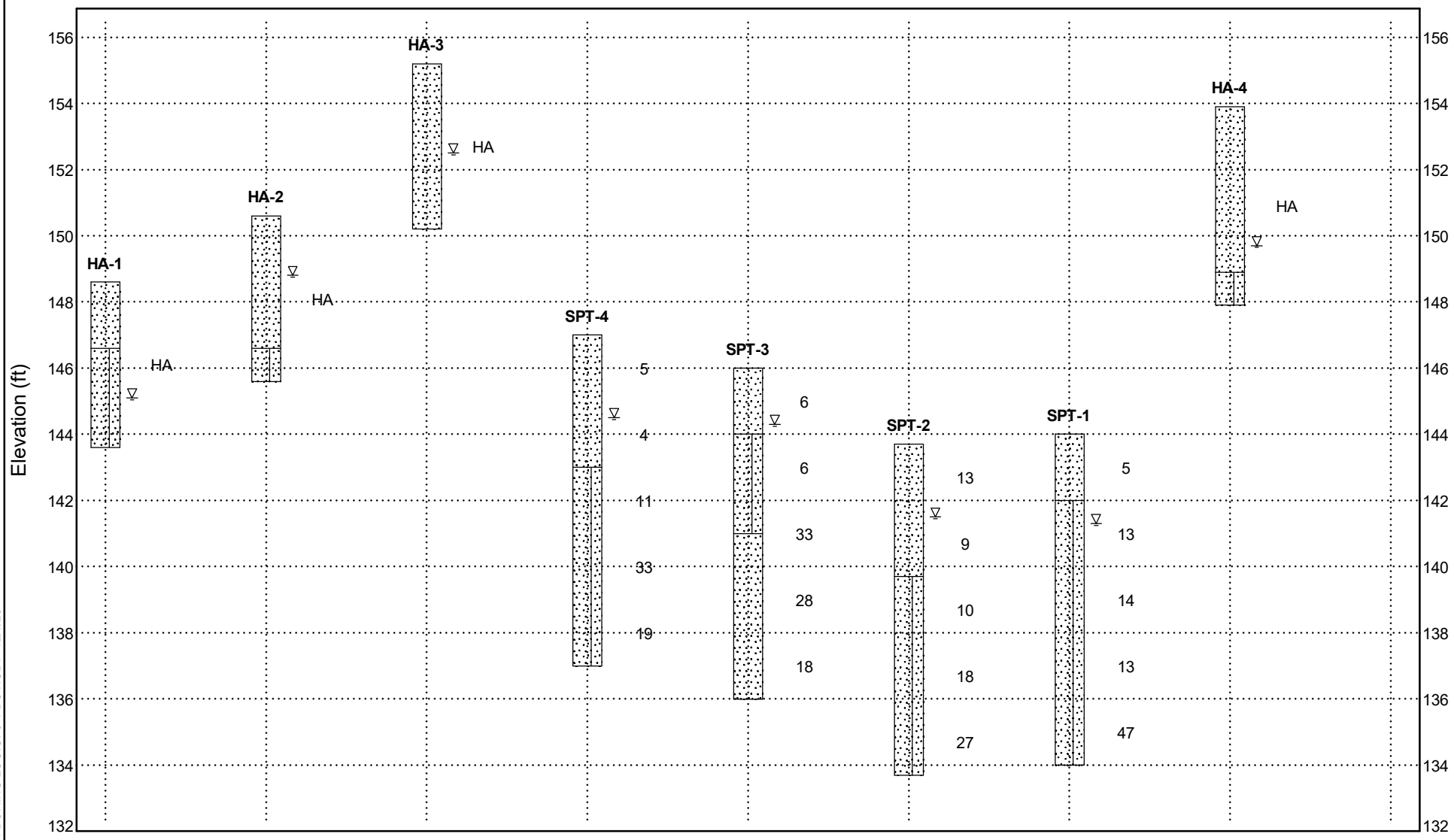
Photo 1: Core 1

Photo 2: Core 2 (Core in several pieces)

Pavement Core Photo Log

Photo 3: Core 3

APPENDIX A



FENCE NO HORIZONTAL UNIT 14361 BORING LOG.GPJ FDOT.GDT 12/1/20

MADRID ENGINEERING GROUP

TEST BORING FENCE RECORD

PROJECT NUMBER 14361
PROJECT S. Wabash Ave.
PAGE 1 OF 1 Multi-Use Trail

Madrid Engineering Group

▽ Water Table

Fine sand, nonplastic

Sand, silty or clayey, low plasticity. low liquid limit

LEGEND

◀ Loss of Drilling Fluid Circulation

BORING NO. HA-1

DATE DRILLED 11/21/2020
PROJECT NUMBER 14361
PROJECT S. Wabash Ave. Multi-Use Trail

TEST BORING RECORD
Madrid Engineering Group

REMARKS: Water table encountered at 42" bgs.

Depth (ft)	DESCRIPTION	Depth (ft)	Elev. (ft)	Blows	N-Value	● STANDARD PENETRATION TEST 0 10 20 30 40 60 80 100
	Very dark gray slightly silty sand with trace organics (A-3)	0				
2	Light gray silty sand (A-2-4) <#200 = 12.6%			HA	HA	
	Gray		▽ 145			
		5				

BORING LOCATION: 28.02682°N, 81.98992°W

MEG WITH BLOW COUNTS TOP 14361 BORING LOG.GPJ NEW MEG TEMPLATE.GDT 12/1/20

BORING NO. HA-2

DATE DRILLED 11/21/2020
PROJECT NUMBER 14361
PROJECT S. Wabash Ave. Multi-Use Trail

TEST BORING RECORD
Madrid Engineering Group

REMARKS: Water table encountered at 22" bgs.

Depth (ft)	DESCRIPTION	Depth (ft)	Elev. (ft)	Blows	N-Value	● STANDARD PENETRATION TEST 0 10 20 30 40 60 80 100
	Dark gray slightly silty sand (A-3)	0	150			
	Gray <#200 = 9.7%		▽	HA	HA	
4	Gray silty sand (A-2-4)	5				

BORING LOCATION: 28.02847°N, 81.98992°W

MEG WITH BLOW COUNTS TOP 14361 BORING LOG.GPJ NEW MEG TEMPLATE.GDT 12/1/20

BORING NO. HA-3

DATE DRILLED 11/21/2020
PROJECT NUMBER 14361
PROJECT S. Wabash Ave. Multi-Use Trail

TEST BORING RECORD
Madrid Engineering Group

REMARKS: Water table encountered at 32" bgs.

Depth (ft)	DESCRIPTION	Depth (ft)	Elev. (ft)	Blows	N-Value	● STANDARD PENETRATION TEST 0 10 20 30 40 60 80 100
	Very pale brown slightly silty sand to sand (A-3) <#200 = 7.7%	0	155			
	Dark gray					
	Gray			HA	HA	
	Light gray	5				

BORING LOCATION: 28.03039°N, 81.98992°W

MEG WITH BLOW COUNTS TOP 14361 BORING LOG.GPJ NEW MEG TEMPLATE.GDT 12/1/20

BORING NO. HA-4

DATE DRILLED 11/21/2020
PROJECT NUMBER 14361
PROJECT S. Wabash Ave. Multi-Use Trail

TEST BORING RECORD
Madrid Engineering Group

REMARKS: Water table encountered at 50" bgs.

Depth (ft)	DESCRIPTION	Depth (ft)	Elev. (ft)	Blows	N-Value	● STANDARD PENETRATION TEST 0 10 20 30 40 60 80 100
	Gray sand (A-3)	0				
	<#200 = 3.3%					
	Light gray					
	White			HA	HA	
			150 ▽			
5	Very dark gray silty sand with trace organics (A-2-4)	5				

BORING LOCATION: 28.03754°N, 81.98997°W

MEG WITH BLOW COUNTS TOP 14361 BORING LOG.GPJ NEW MEG TEMPLATE.GDT 12/1/20

BORING NO. SPT-1

DATE DRILLED 11/21/2020
PROJECT NUMBER 14361
PROJECT S. Wabash Ave. Multi-Use Trail

TEST BORING RECORD
Madrid Engineering Group

REMARKS: Water table encountered at 32" bgs.
Auto-hammer used

Depth (ft)	DESCRIPTION	Depth (ft)	Elev. (ft)	Blows	N-Value	● STANDARD PENETRATION TEST (0 10 20 30 40 60 80 100)
	Loose very dark gray sand with trace organics (A-3) Organic Content = 3.2%	0		3-2-3-2	5	
2	Medium dense brown silty sand (A-2-4)			2-3-10-15	13	
	<#200 = 11.2%		140			
		5		2-7-7-5	14	
				5-8-5-6	13	
	Very dense		135	12-18-29-20	47	
		10				

BORING LOCATION: 28.03550°N, 81.98998°W

MEG WITH BLOW COUNTS TOP 14361 BORING LOG.GPJ NEW MEG TEMPLATE.GDT 12/1/20

BORING NO. SPT-2

DATE DRILLED 11/21/2020
PROJECT NUMBER 14361
PROJECT S. Wabash Ave. Multi-Use Trail

TEST BORING RECORD
Madrid Engineering Group

REMARKS: Water table encountered at 27" bgs.
Auto-hammer used

Depth (ft)	DESCRIPTION	Depth (ft)	Elev. (ft)	Blows	N-Value	STANDARD PENETRATION TEST
	Medium dense dark gray sand with small seams of clayey sand (A-3) <#200 = 9.4%	0		3-5-8-4	13	
	Slightly silty sand			4-4-5-5	9	
4			140			
	Medium dense dark gray silty sand (A-2-4)	5		5-4-6-5	10	
	Gray with cemented sand			10-9-9-7	18	
	Dense		135	7-10-17-18	27	
		10				

0 10 20 30 40 60 80 100

BORING LOCATION: 28.03453°N, 81.98997°W

MEG WITH BLOW COUNTS TOP 14361 BORING LOG.GPJ NEW MEG TEMPLATE.GDT 12/1/20

BORING NO. SPT-3

DATE DRILLED 11/21/2020
PROJECT NUMBER 14361
PROJECT S. Wabash Ave. Multi-Use Trail

TEST BORING RECORD
Madrid Engineering Group

REMARKS: Water table encountered at 20" bgs.
Auto-hammer used

Depth (ft)	DESCRIPTION	Depth (ft)	Elev. (ft)	Blows	N-Value	● STANDARD PENETRATION TEST (0 10 20 30 40 60 80 100)
	Loose gray sand (A-3) <#200 = 9.2%	0	145	2-3-3-4	6	●
2	Loose very dark gray silty sand with trace organics (A-2-4) Organic Content = 2.6%			4-3-3-3	6	●
5	Dense dark grayish brown sand (A-3)	5		13-13-20-24	33	●
	Dark grayish brown		140	10-13-15-10	28	●
	Medium dense pale brown slightly silty sand with cemented fragments			10-9-9-7	18	●
		10				

BORING LOCATION: 28.03369°N, 81.98996°W

MEG WITH BLOW COUNTS TOP 14361 BORING LOG.GPJ NEW MEG TEMPLATE.GDT 12/1/20

BORING NO. SPT-4

DATE DRILLED 11/21/2020
PROJECT NUMBER 14361
PROJECT S. Wabash Ave. Multi-Use Trail

TEST BORING RECORD
Madrid Engineering Group

REMARKS: Water table encountered at 30" bgs.
Auto-hammer used

Depth (ft)	DESCRIPTION	Depth (ft)	Elev. (ft)	Blows	N-Value	STANDARD PENETRATION TEST (0 10 20 30 40 60 80 100)
	Loose dark gray slightly silty sand with cemented sand (A-3)	0		2-3-2-2	5	
	Yellowish brown <#200 =9.0%		145 ▽	1-2-4	4	
4	Medium dense very dark gray silty sand with roots (A-2-4)	5		5-5-6-3	11	
	Dense dark grayish brown with no roots		140	5-11-22-14	33	
	Medium dense			5-11-8-5	19	
		10				

BORING LOCATION: 28.03336°N, 81.98995°W

MEG WITH BLOW COUNTS TOP 14361 BORING LOG.GPJ NEW MEG TEMPLATE.GDT 12/1/20

APPENDIX B

2030 State Road 60 East
Bartow, Florida 33830
(863)533-9007

ASTM D1140 MOISTURE / PERCENT < No. 200 SIEVE

Project Number: 14361
Project Name: S. Wabash Ave. Multi-Use Trail
Project Location: Lakeland
Client: Burgess & Niple
Date Tested: 11/29/2020
Tested By: BJN

Sample	Cont. Name	W_C+S_W (g)	W_C+S_D (g)	W_C (g)	Solids Content (%)	Moisture Content (%)	W_C+S_R (g)	<#200 (%)
HA-1 2-3'	528	125.17	110.13	7.74	87.2%	14.7%	97.22	12.6%
HA-2 2-3'	22	137.96	112.45	7.98	80.4%	24.4%	102.32	9.7%
HA-3 0-1'	24	115.33	106.51	7.80	91.8%	8.9%	98.87	7.7%
HA-4 1-2'	26	115.35	111.28	8.03	96.2%	3.9%	107.89	3.3%
SPT-1 4-6'	126	126.15	101.91	7.91	79.5%	25.8%	91.38	11.2%
SPT-2 0-2'	C	556.66	494.65	15.53	88.5%	12.9%	449.76	9.4%
SPT-3 0-2'	509	136.54	119.50	7.63	86.8%	15.2%	109.16	9.2%
SPT-4 0-2'	21	157.83	136.45	7.65	85.8%	16.6%	124.82	9.0%

W_C = Weight of Container
S_W = Weight of Wet Sample
S_D = Weight of Dry Sample
S_R = Weight of Sample Retained

$$\text{Solids Content } (\%) = \frac{S_D}{S_W} * 100$$

$$\text{Moisture Content } (\%) = \frac{W_{H_2O}}{S_D} * 100$$

$$< \#200 \text{ Sieve } (\%) = \frac{(S_D - S_R)}{S_D} * 100$$

2030 State Road 60 East
Bartow, Florida 33830
(863)533-9007

AASHTO T267 ORGANIC CONTENT

Project Number: 14361
Project Name: S. Wabash Ave. Multi-Use Trail
Project Location: Lakeland
Client: Burgess & Niple

Date Tested: 11/29/2020
Technician: BJN

Sample	Container Name	W_C+S_W (g)	W_C+S_D (g)	W_C (g)	Solids Content (%)	Moist-ure Content (%)	Furnace Container Name	$W_{fC}+S_D$ (g)	$W_{fC}+S_{FD}$ (g)	W_{fC} (g)	Organic Content (%)
SPT-1 0-1'	48	100.92	85.94	7.93	83.9%	19.2%	L	66.90	65.60	26.84	3.2%
SPT-3 2-4'	B-2	686.99	580.65	20.83	84.0%	19.0%	57	779.07	766.27	280.11	2.6%

Average Organic Content (%): 2.9%

W_C = Weight of Container
S_W = Weight of Wet Sample
S_D = Weight of Dry Sample
W_{fC} = Weight of Furnace Container
S_{FD} = Weight of Furnace Dried Sample

$$\text{Solids Content (\%)} = \frac{S_D}{S_W} * 100$$

$$\text{Moisture Content (\%)} = \frac{(S_W - S_D)}{S_D} * 100$$

$$\text{Organic Content (\%)} = \frac{(S_D - S_{FD})}{S_D} * 100$$

MADRID ENGINEERING GROUP, INC.
2030 SR 60 East
Bartow, Florida 33830
(863) 533-9007 FAX: (863) 533-8997

LIMEROCK BEARING RATIO FM 5-515

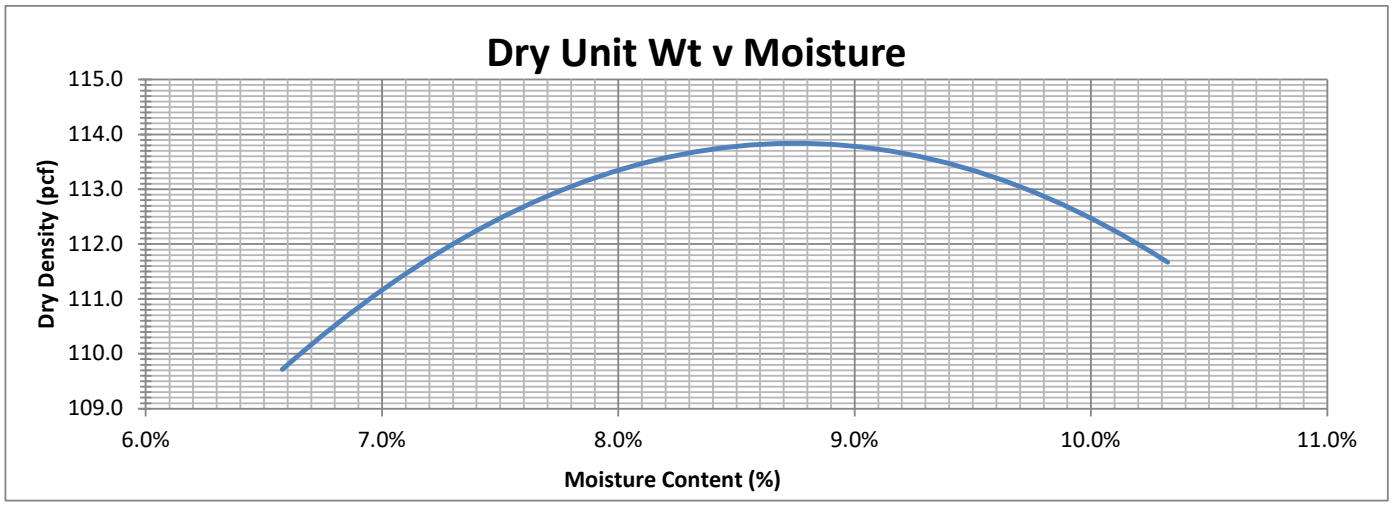
Project Number: 14361
Project Name: Wabash Ave. Multi-Use Trail
Project Location: Lakeland, FL
Client: Burgess & Niple

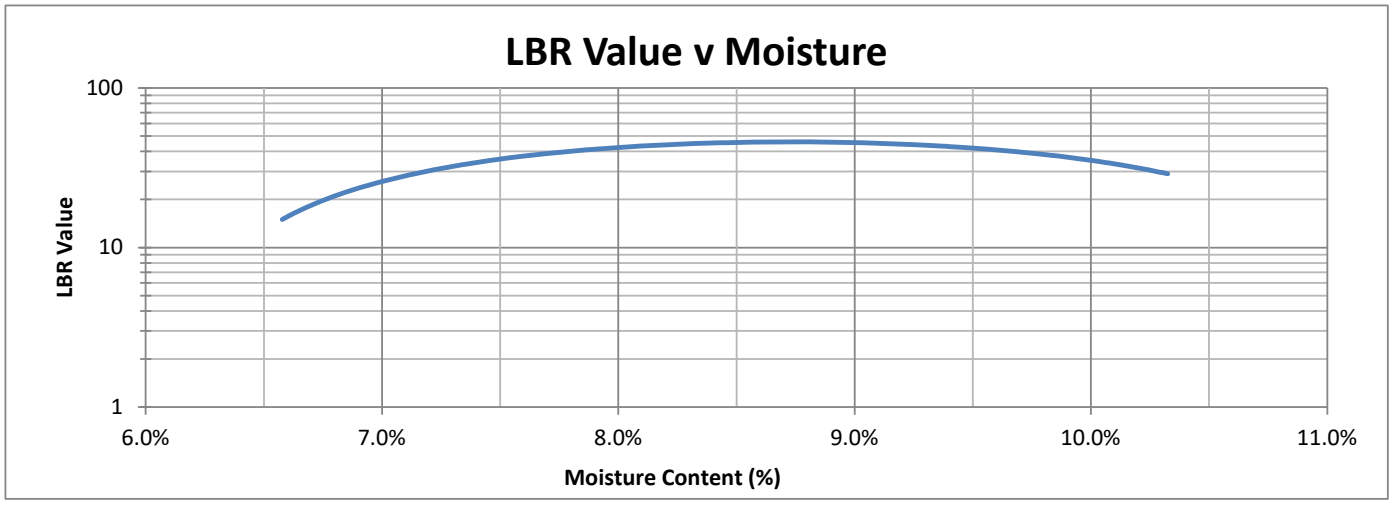
MEG Report Number: 14361 Bulk 1 LBR
Date Sampled: 11/21/2020
Date Finished: 12/3/2020
Technician: D. Jordan

Sample Number: Bulk 1
Sample Location: 28.0345380 N, 81.98997591W
Soil Description: Light brown sand with some crushed concrete
Proctor Type: Modified
Soil Classification: A-3
Mold Diameter: 6.0 inch

Moisture/Density Relationship

Optimum Moisture:	8.8%
Max Dry Density:	113.9 pcf
LBR:	48





MADRID ENGINEERING GROUP, INC.
2030 SR 60 East
Bartow, Florida 33830
(863) 533-9007 FAX: (863) 533-8997

LIMEROCK BEARING RATIO FM 5-515

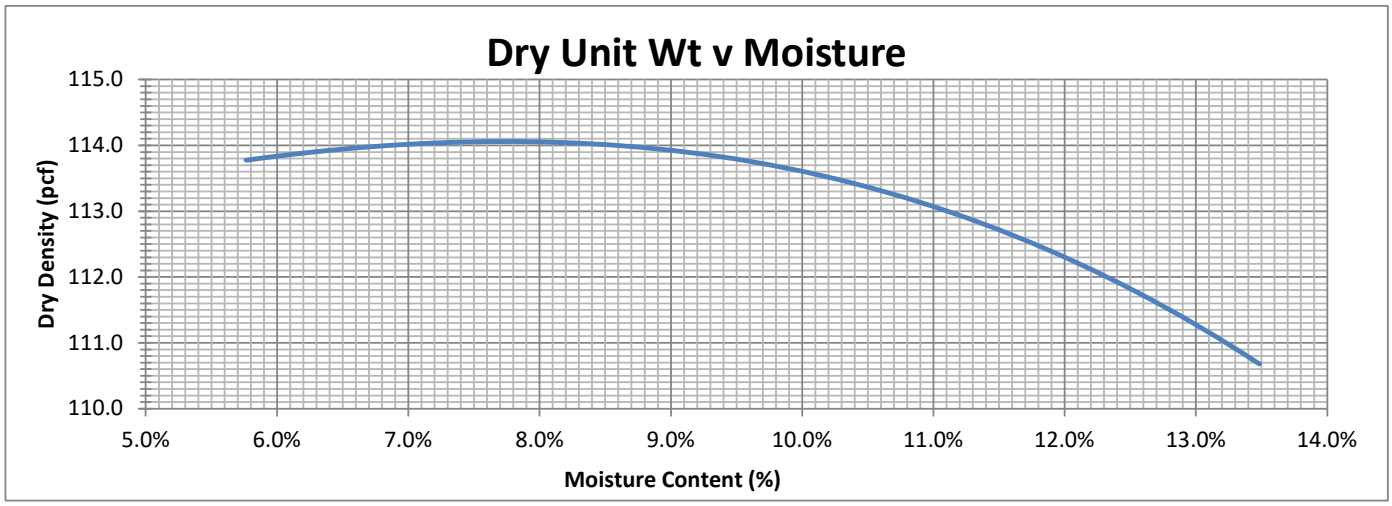
Project Number: 14361
Project Name: Wabash Ave. Multi-Use Trail
Project Location: Lakeland, FL
Client: Burgess & Niple

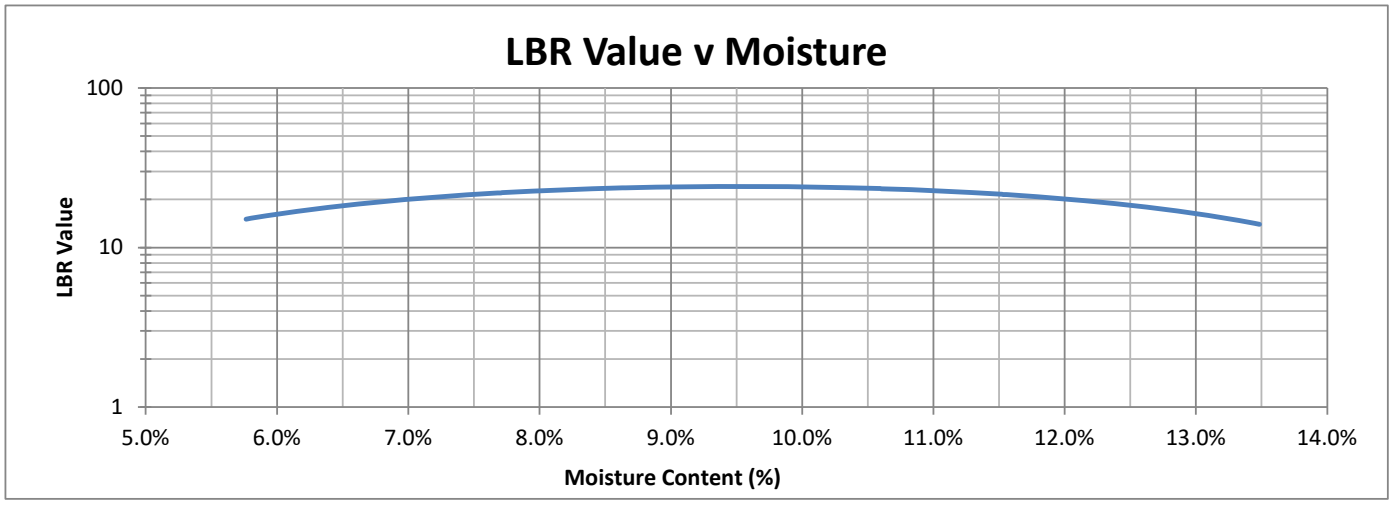
MEG Report Number: 14361 Bulk 2 LBR
Date Sampled: 11/21/2020
Date Finished: 12/3/2020
Technician: D. Jordan

Sample Number: Bulk 2
Sample Location: 28.03336782 N, 81.98995428W
Soil Description: Dark grayish-brown slightly silty sand w/ trace gravel
Proctor Type: Modified
Soil Classification: A-3
Mold Diameter: 6.0 inch

Moisture/Density Relationship

Optimum Moisture:	7.5%
Max Dry Density:	114.1 pcf
LBR:	25





POLK COUNTY
ROADS AND DRAINAGE DIVISION

3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

WABASH AVENUE MULTI-USE PATH
FROM ARIANA STREET TO HICKORY STREET (LAP)

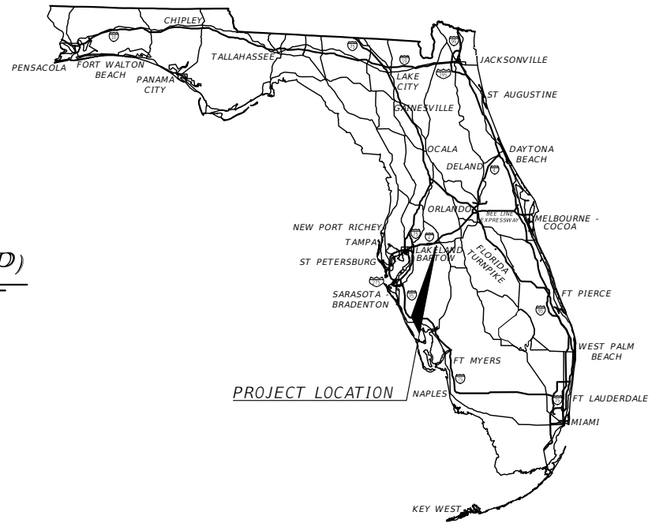
FINANCIAL PROJECT I.D. NO. 441847-1-58-01
POLK COUNTY PROJECT NO. CSA 2020-029
(FEDERAL FUNDS)

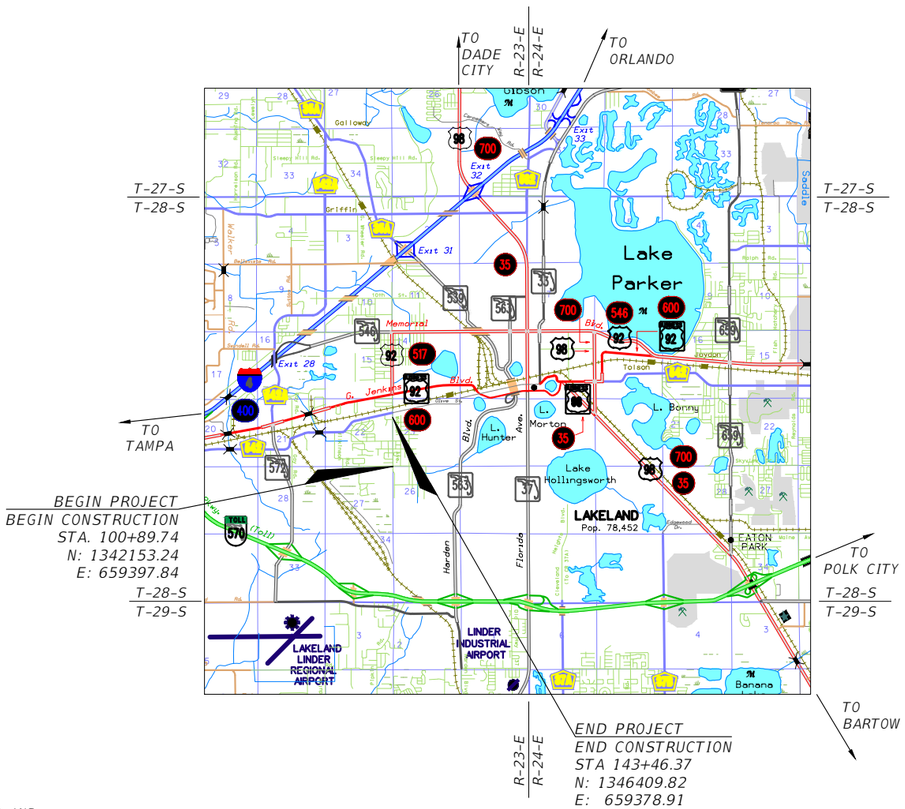
CONTRACT PLANS COMPONENTS

ROADWAY PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3-4	DRAINAGE MAP
5	SUMMARY OF EXISTING DRAINAGE STRUCTURES
6-8	TYPICAL SECTIONS
9	TYPICAL SECTION DETAILS
10-12	SUMMARY OF DRAINAGE STRUCTURES
13	GENERAL NOTES
14-21	PLAN AND PROFILE
22	SPECIAL DETAIL SHEET DRIVEWAY LOCATION
23	SPECIAL PROFILE
24-29	INTERSECTION DETAILS
30-48	DRAINAGE STRUCTURES
49	ROADWAY SOIL SURVEY
50-93	CROSS SECTIONS
94-103	DRIVEWAY HALF SECTIONS
104-107	EROSION CONTROL PLAN
108-109	STORMWATER POLLUTION PREVENTION PLAN
110-113	WETLAND AND OSW IMPACTS
114-115	TEMPORARY TRAFFIC CONTROL PLAN
116-123	UTILITY ADJUSTMENTS
124-131	SIGNING AND PAVEMENT MARKING PLAN
132	SIGNALIZATION GENERAL NOTES
133	SIGNALIZATION PLAN
134	MANHOLE TYPE J7 NOTES AND DETAILS
135	SUMMARY OF PAY ITEMS





GOVERNING STANDARD PLANS:
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2022-23 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRs).

STANDARD PLANS FOR ROAD CONSTRUCTION AND ASSOCIATED IRs ARE AVAILABLE AT THE FOLLOWING WEBSITE: http://www.fdot.gov/design/standardplans

APPLICABLE IRs:

STANDARD PLANS FOR BRIDGE CONSTRUCTION ARE INCLUDED IN THE STRUCTURES PLANS COMPONENT.

GOVERNING STANDARD SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2021 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

ROADWAY PLANS
ENGINEER OF RECORD:

BRYAN A. ANDERSON, P.E. NO.: 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY
SUITE 201
TAMPA, FLORIDA 33618
(813) 962-8689
VENDOR NO.: 56-2565488

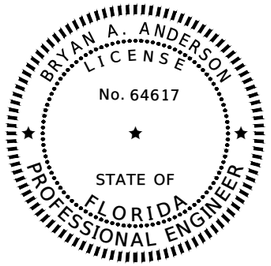
POLK COUNTY PROJECT MANAGER:

WILLIAM "BILL" LORENZO, P.E.

FINAL SUBMITTAL APRIL, 2022

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

FISCAL YEAR	SHEET NO.
2022	1



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

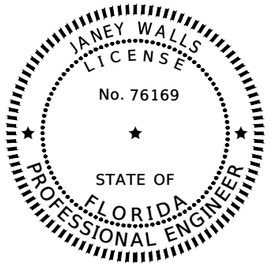
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618
BRYAN A. ANDERSON P.E. NO. 64617

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3-4	DRAINAGE MAP
5	SUMMARY OF EXISTING DRAINAGE STRUCTURES
6-8	TYPICAL SECTIONS
9	TYPICAL SECTION DETAILS
10-12	SUMMARY OF DRAINAGE STRUCTURES
13	GENERAL NOTES
14-21	PLAN AND PROFILE
22	SPECIAL DETAIL SHEET DRIVEWAY LOCATION
23	SPECIAL PROFILE
24-29	INTERSECTION DETAILS
30-48	DRAINAGE STRUCTURES
50-93	CROSS SECTIONS
94-103	DRIVEWAY HALF SECTIONS
104-107	EROSION CONTROL PLAN
108-109	STORMWATER POLLUTION PREVENTION PLAN
110-113	WETLAND AND OSW IMPACTS
114-115	TEMPORARY TRAFFIC CONTROL PLAN
116-123	UTILITY ADJUSTMENTS
135	SUMMARY OF PAY ITEMS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

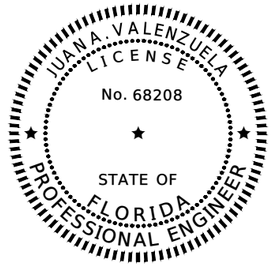
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32801
JANEY WALLS P.E. NO. 76169

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
124-131	SIGNING AND PAVEMENT MARKING PLAN
132	SIGNALIZATION GENERAL NOTES
133	SIGNALIZATION PLAN



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

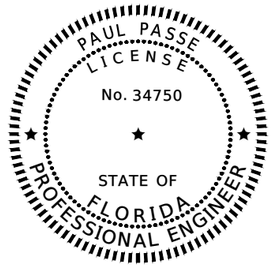
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

FLORIDA BRIDGE AND TRANSPORTATION, INC.
633 DARTMOUTH STREET
ORLANDO, FLORIDA 32804
JUAN A. VALENZUELA, P.E. NO. 68208

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
134	MANHOLE TYPE J7 NOTES AND DETAILS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MADRID CPWG, INC.
2030 STATE ROAD 60 EAST
BARTOW, FLORIDA 33830
PAUL PASSE, P.E. NO. 34750

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
49	ROADWAY SOIL SURVEY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

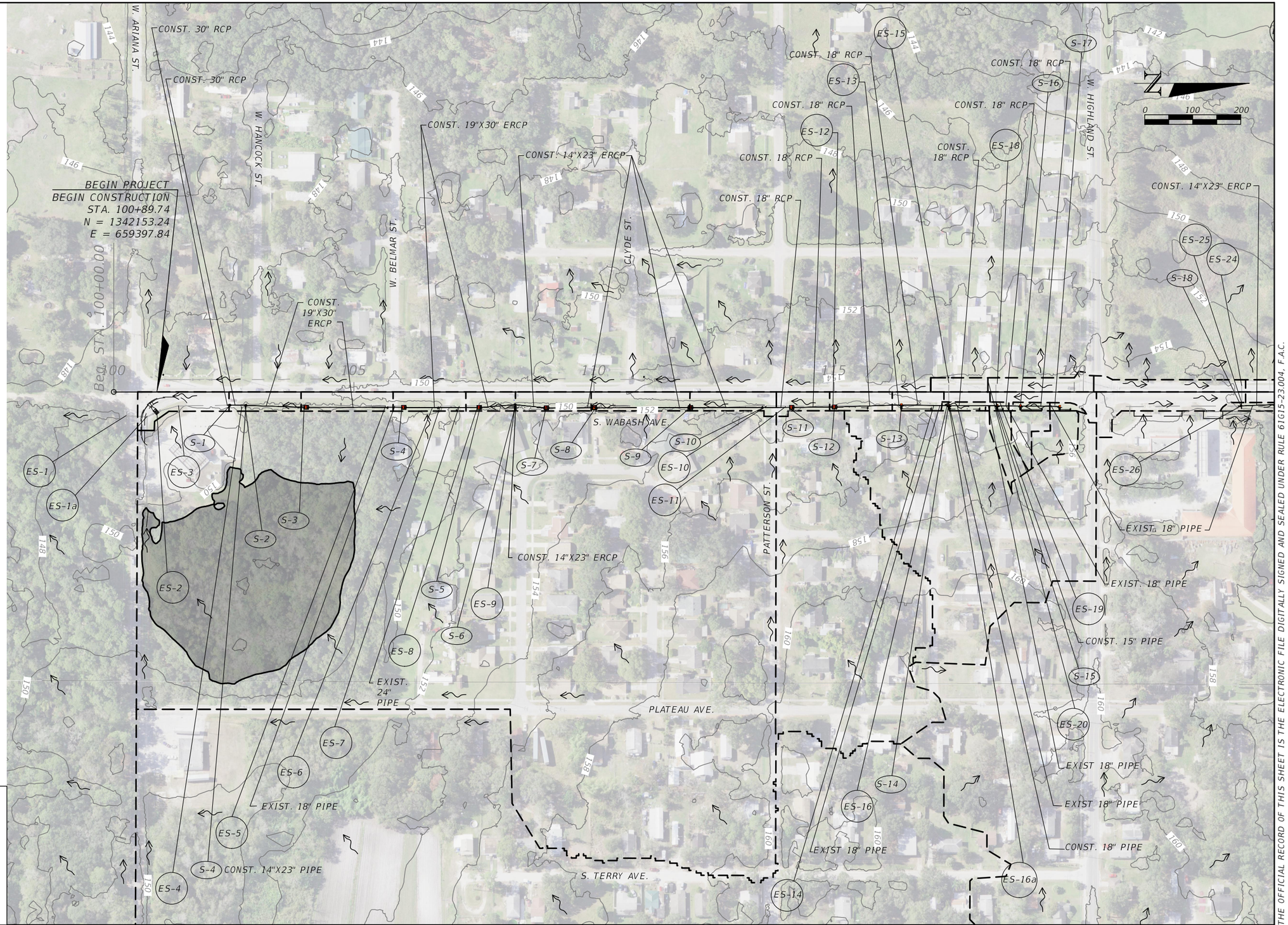
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNATURE SHEET

SHEET NO. 2

BASIN		AREA (AC)
ES	2	0.22
S	2	0.14
S	3	0.17
S	4	0.14
S	5	0.09
S	7	0.14
S	8	0.18
S	9	0.18
S	11	0.10
S	12	0.12
S	13	0.09
ES	15	0.08
ES	16	0.08
S	14	0.02
ES	18	0.16
ES	19	0.18
S	15	0.15
S	16	0.15
S	17	0.19
ES	24	0.19
ES	25	0.33
ES	28	0.11
S	19	0.23
S	20	0.10
ES	35	0.13
S	23	0.10
S	26	0.12
S	30	0.15
S	34	0.12
S	36	0.07
S	38	0.03
ES	47	0.06
S	40	0.11
S	41	0.12
S	42	0.13
S	43	0.32



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

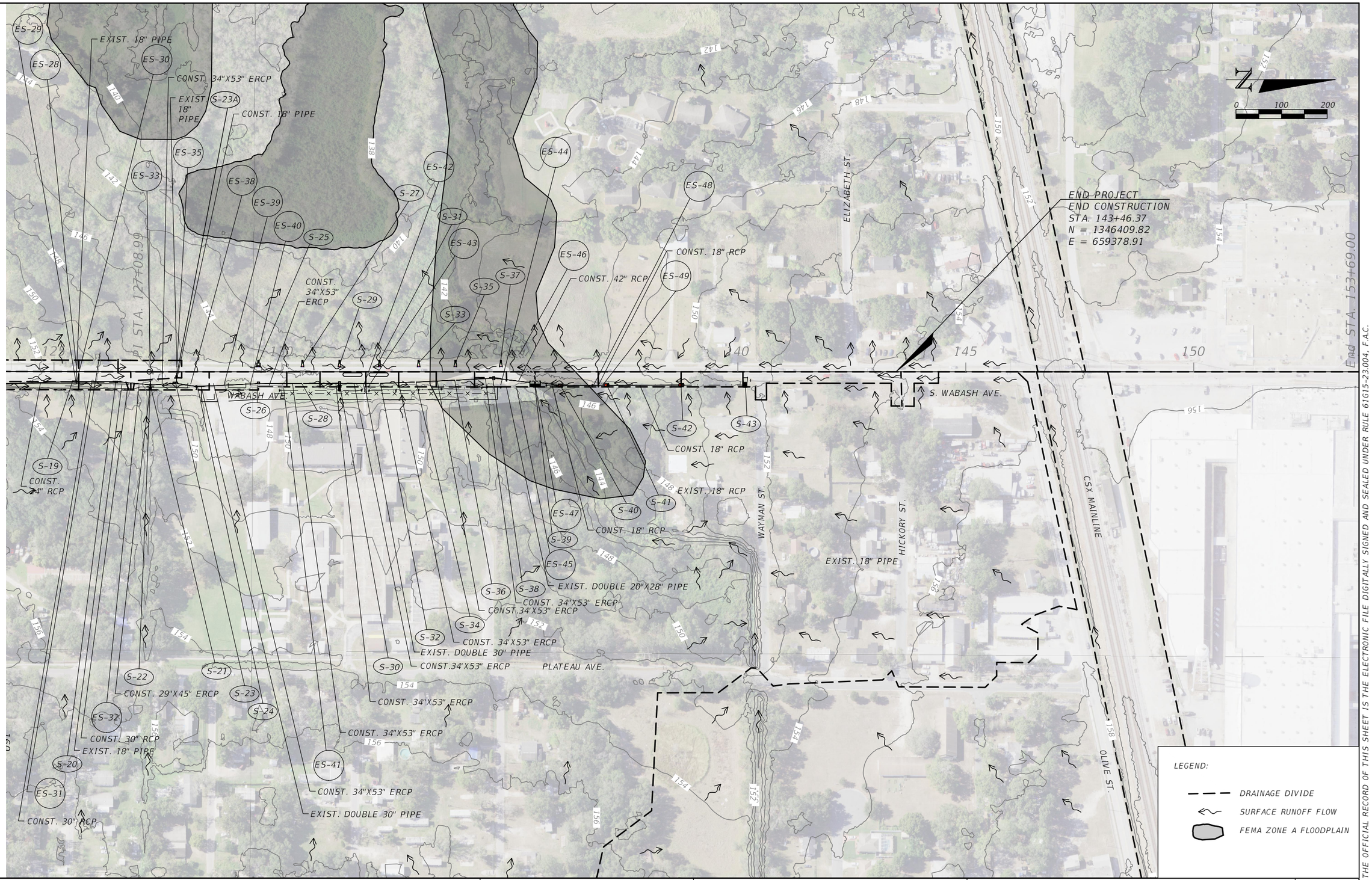
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE MAP (1)

SHEET NO. 3

James Greene 4/19/2022 4:05:55 PM P:\PR58964\44184715201\Drainage\DRMPRD02.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE MAP (2)

SHEET NO. 4

James Greene 4/19/2022 4:06:04 PM

P:\PR58964\44184715201\Drainage\DRMPRD02.dwg

ES-1
CONCRETE HEADWALL
30" RCP INV. EL. 145.44' (S)

ES-1a
MANHOLE
RIM EL. 149.93' (150.26'*)
BOTTOM OF STRUCTURE EL. 144.52'

ES-2
TYPE E DBI
GRATE EL. 148.55'*
30" RCP INV. EL. 144.69' (N)*
30" RCP INV. EL. 144.89' (S)*

ES-3
MANHOLE
RIM EL. 150.38'
30" RCP INV. EL. 145.03' (N)
30" RCP INV. EL. 145.04' (S)*
STRUCTURE BOTTOM EL. 145.00'

ES-4
MES
INV. EL. 146.19' (N)

ES-4a
END OF PIPE
14"X22" RCP INV. EL. 146.49' (W)

ES-5
MES
18" CMP INV. EL. 147.68' (S)

ES-6
MES
18" CMP INV. EL. 148.10' (N)

ES-7
MES
24" CMP INV. EL. 148.00' (S)

ES-8
ENDWALL
24" CMP INV. EL. 148.55' (N)

ES-9
MES
18"X24" CMP INV EL. 148.67' (E)

ES-10
END OF PIPE
18" CMP INV EL. 150.88' (S)

ES-11
DBI
GRATE EL. 153.34'
18" CMP INV EL. 150.82' (N)
18" CMP INV EL. 150.79' (S)

ES-12
DBI
GRATE EL. 154.63'
18" CMP INV EL. 151.47' (N)
18" CMP INV EL. 150.50' (S)

ES-13
DBI
GRATE EL. 154.03'
18" CMP INV EL. 151.71' (N)
18" CMP INV EL. 150.75' (S)

ES-14
DBI
GRATE EL. 154.59'
18" CMP INV EL. 152.33' (N)
18" CMP INV EL. 152.31' (S)

ES-15
CURB INLET
GRATE EL. 154.80'
STRUCTURE BOTTOM EL. 151.42'
15" RCP INV. EL. UNKNOWN (E)

ES-16
CURB INLET
GRATE EL. 154.57'
STRUCTURE BOTTOM EL. 151.09'
18" RCP INV. EL. UNKNOWN (E)
15" RCP INV. EL. UNKNOWN (W)

ES-16a
DBI
GRATE EL. 154.96'
STRUCTURE BOTTOM EL. 151.09'
18" CMP INV EL. 152.22' (N)
18" CMP INV EL. 152.24' (S)
18" RCP INV EL. 150.79' (W)

ES-16b
END OF PIPE
18" CMP INV EL. 152.60' (N)

ES-17
END OF PIPE
18" CMP INV EL. 152.66' (S)

ES-18
CURB INLET
GRATE EL. 155.26'
STRUCTURE BOTTOM EL. 151.93'
15" RCP INV. EL. 152.29' (E)

ES-19
CURB INLET
GRATE EL. 155.32'
STRUCTURE BOTTOM EL. 151.55'
15" RCP INV. EL. 150.96' (E)
15" RCP INV. EL. 151.78' (W)

ES-20
DBI
GRATE EL. 155.17'
STRUCTURE BOTTOM EL. 150.80'
18" CMP INV EL. 152.54' (N)
18" CMP INV EL. 152.58' (S)
15" RCP INV EL. 151.75' (W)

ES-21
END OF PIPE
18" CMP INV. EL. 152.77 (N)

ES-22
END OF PIPE
18" CMP INV. EL. 153.07' (S)

ES-23
END OF PIPE
18" CMP INV. EL. 153.09' (N)

ES-24
CURB INLET
GRATE EL. 154.49'
15" RCP INV. EL. 150.66' (E)

ES-25
CURB INLET
GRATE EL. 154.47'
18" RCP INV. EL. 150.96' (E)
15" RCP INV. EL. 150.44' (W)

ES-26
MANHOLE
RIM EL. 154.97'
18" RCP INV. EL. UNKNOWN' (N)
18" RCP INV. EL. 151.53' (S)
18" RCP INV. EL. UNKNOWN (E)
18" RCP INV. EL. UNKNOWN (W)
STRUCTURE BOTTOM EL. 150.69'

ES-27
END OF PIPE
18" RCP INV. EL. 150.81' (N)

ES-28
CURB INLET
GRATE EL. 151.23'
PIPE SIZE/MATL UNKNOWN INV. EL. UNKNOWN (E)
STRUCTURE BOTTOM EL. 147.43'

ES-29
CURB INLET
GRATE EL. 151.07'
PIPE SIZE/MATL UNKNOWN INV. EL. UNKNOWN (E)
PIPE SIZE/MATL UNKNOWN INV. EL. UNKNOWN (W)
STRUCTURE BOTTOM EL. 147.42'

ES-30
MES
18" RCP INV. EL. 148.21' (E)

ES-31
MES
18" CMP INV. EL. 147.62' (S)

ES-32
MES
18" CMP INV. EL. 146.73' (N)

ES-33
CONCRETE ENDWALL
36" RCP INV. EL. 143.94' (W)

ES-34
CONCRETE ENDWALL
36" RCP INV. EL. 143.30' (E)

ES-35
CURB INLET
GRATE EL. 148.00'
15" RCP INV. EL. 145.11' (E)

ES-36
CURB INLET
GRATE EL. 148.00'
15" RCP INV EL. 145.05' (W)
15" RCP INV. EL. UNKNOWN (E)
STRUCTURE BOTTOM EL. 144.85'

ES-37
MES
15" RCP INV. EL. 144.90' (E)

ES-38
MES
DOUBLE 30" HDPE
WEST 30" HDPE INV. EL. 144.75' (S)
EAST 30" HDPE INV. EL. 144.71' (S)

ES-39
MES
DOUBLE 30" HDPE
WEST 30" HDPE INV. EL. 144.50' (N)
EAST 30" HDPE INV. EL. 144.62' (N)

ES-40
MES
DOUBLE 30" HDPE
WEST 30" HDPE INV. EL. 143.86' (S)
EAST 30" HDPE INV. EL. 143.75' (S)

ES-41
MES
DOUBLE 30" HDPE
WEST 30" HDPE INV. EL. 143.49' (N)
EAST 30" HDPE INV. EL. 143.49' (N)

ES-42
ENDWALL
DOUBLE 30" CMP
WEST 30" CMP INV. EL. 143.26' (S)
EAST 30" CMP INV. EL. 143.20' (S)

ES-43
ENDWALL
DOUBLE 30" CMP
WEST 30" CMP INV. EL. 143.42' (N)
EAST 30" CMP INV. EL. 143.14' (N)

ES-44
MES
DOUBLE 20"X28" ARCH CMP
WEST 20"X28" ARCH CMP INV. EL. 142.22' (S)
EAST 20"X28" ARCH CMP INV. EL. 142.21' (S)

ES-45
MES
DOUBLE 20"X28" CMP
WEST 20"X28" CMP INV. EL. 142.12' (N)
EAST 20"X28" CMP INV. EL. 142.12' (N)

ES-46
SHEET PILE WALL
TRIPLE 48" RCP
SOUTH 48" RCP INV. EL. UNKNOWN (W)
CENTER 48" RCP INV. EL UNKNOWN (W)
NORTH 48" RCP INV. EL. UNKNOWN (W)

ES-47
CONCRETE HEADWALL
TRIPLE 48" RCP
SOUTH 48" RCP INV. EL. 140.64' (E)
CENTER 48" RCP INV. EL 140.51' (E)
NORTH 48" RCP INV. EL. 140.78' (E)

ES-48
END OF PIPE
18" CMP INV EL. 144.96' (S)

ES-49
END OF PIPE
18" CMP INV EL. 145.06' (N)

ES-50
END OF PIPE
15"X21" CMP INV. EL. 149.97' (S)

ES-51
END OF PIPE
15"X21" CMP INV. EL. 151.90' (N)

ES-52
END OF PIPE
15"X21" CMP INV. EL. 151.78' (S)

ES-53
END OF PIPE
15"X21" CMP INV. EL. 151.87' (N)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

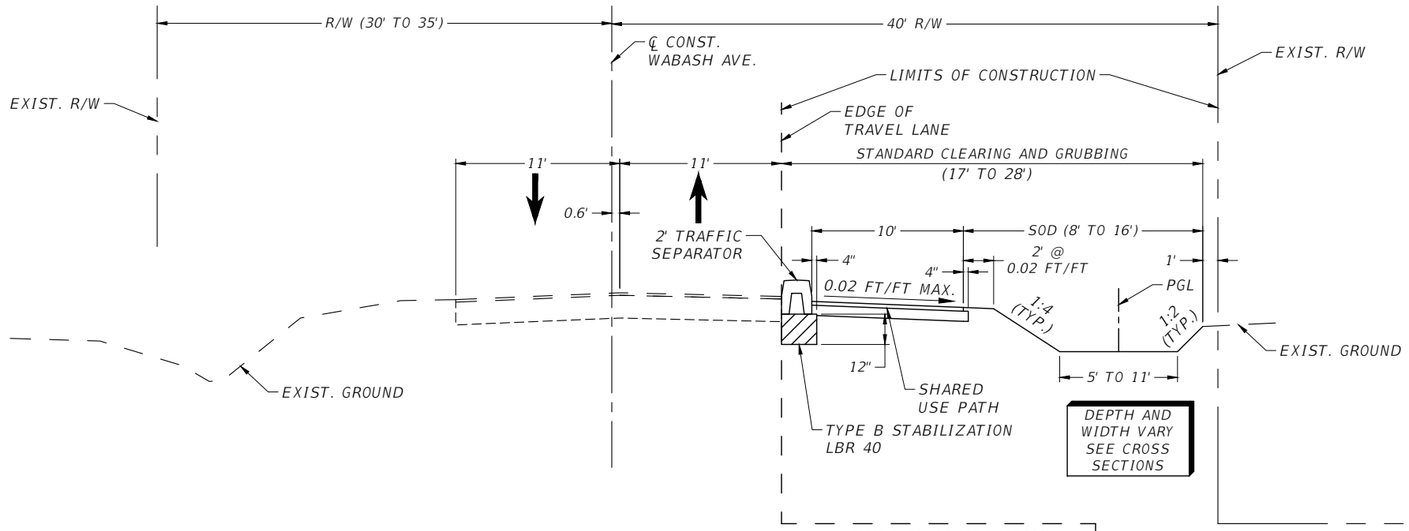
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SUMMARY OF EXISTING DRAINAGE STRUCTURES

SHEET NO. 5



TYPICAL SECTION 1

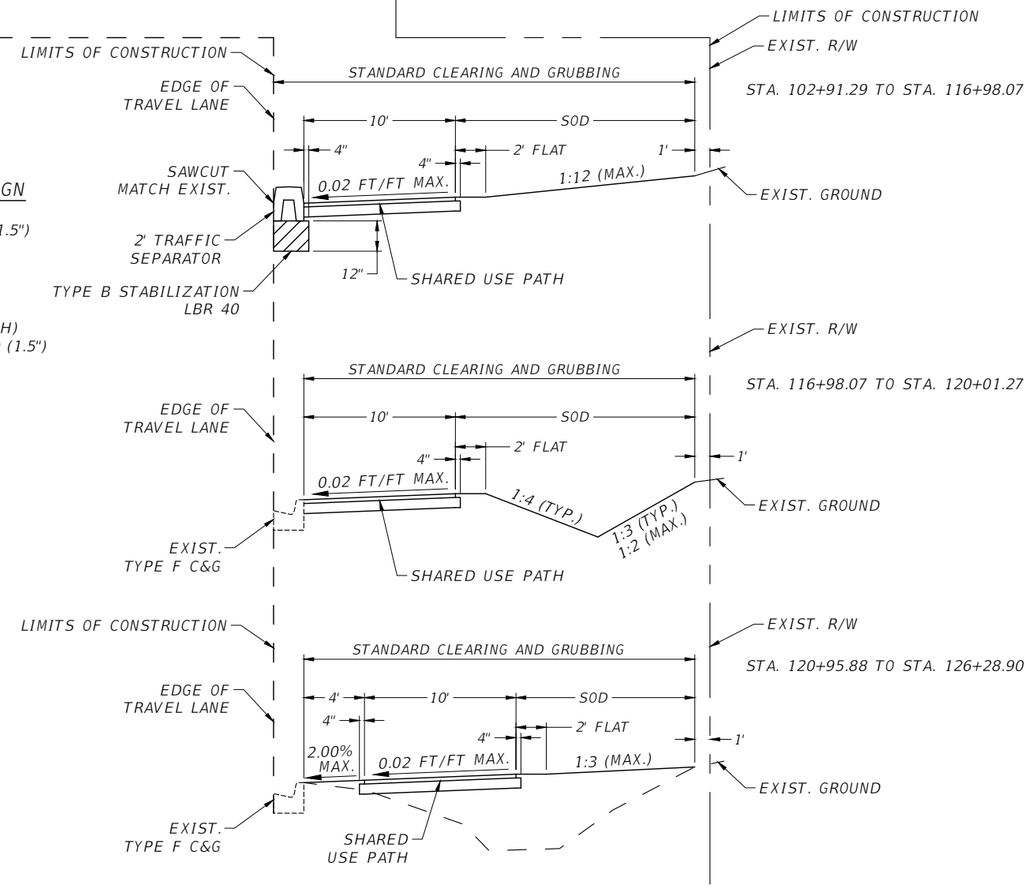
WABASH AVENUE
N.T.S.
STA. 100+89.74 TO STA. 126+28.90

SHARED USE PATH PAVEMENT DESIGN

OPTIONAL BASE GROUP 01 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1.5")

MAINLINE MILLING & RESURFACING

MILL EXISTING ASPHALT PAVEMENT (1.5" DEPTH)
FRICTION COURSE FC-12.5 (PG. 76-22) (TRAFFIC C) (1.5")



TRAFFIC DATA

S. WABASH AVENUE
CURRENT YEAR = 2018
AADT = 8300
K = 9.0% D = 54.5% T = 12.9%
DESIGN SPEED = 40 MPH
POSTED SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

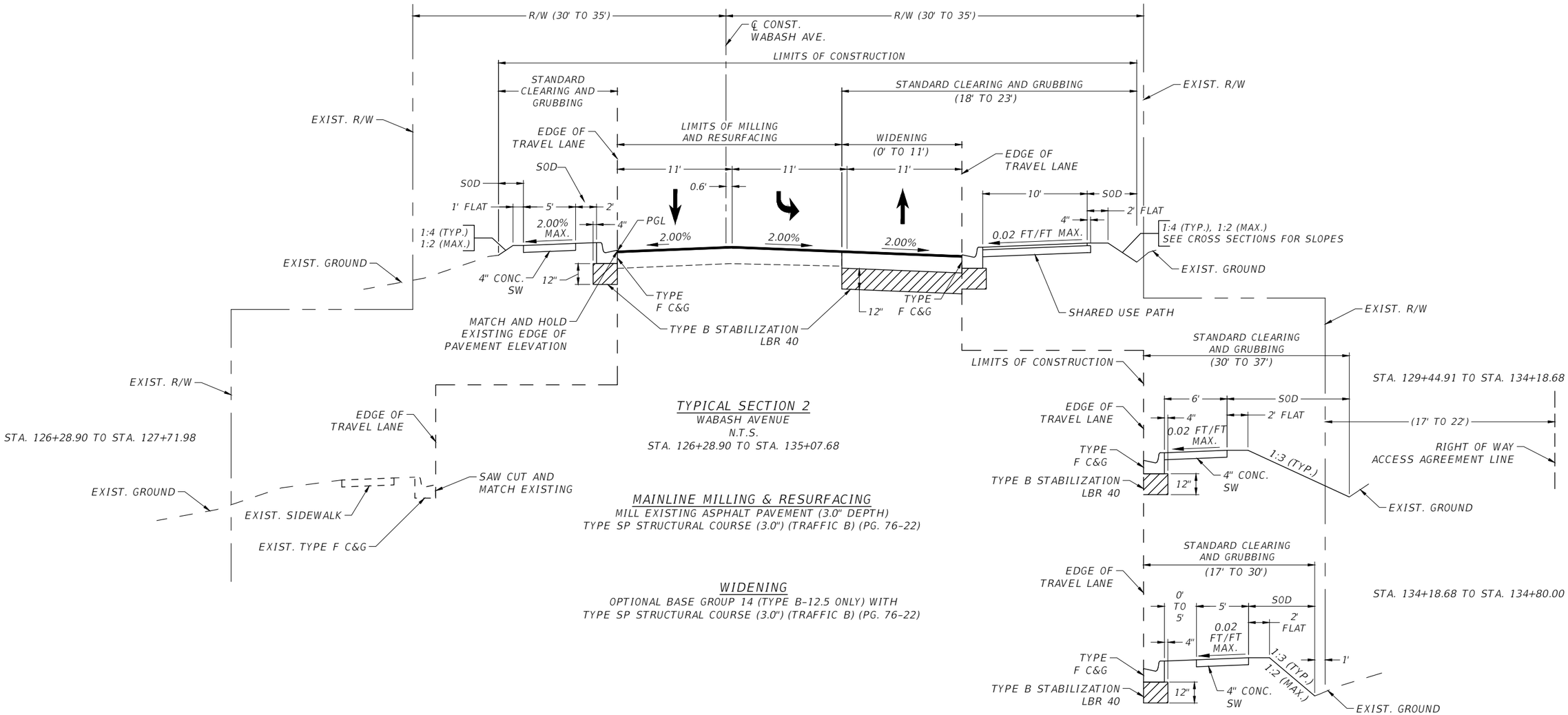
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

TYPICAL SECTIONS (1)

SHEET NO. 6

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



TYPICAL SECTION 2

WABASH AVENUE
N.T.S.
STA. 126+28.90 TO STA. 135+07.68

MAINLINE MILLING & RESURFACING

MILL EXISTING ASPHALT PAVEMENT (3.0" DEPTH)
TYPE SP STRUCTURAL COURSE (3.0") (TRAFFIC B) (PG. 76-22)

WIDENING

OPTIONAL BASE GROUP 14 (TYPE B-12.5 ONLY) WITH
TYPE SP STRUCTURAL COURSE (3.0") (TRAFFIC B) (PG. 76-22)

NOTE:
MILLING OPERATIONS WILL REMOVE A PORTION OF THE EXISTING LIMEROCK. EXPOSED BASE SHALL BE IMMEDIATELY CLEANED AND PRIME COATED AFTER ACHIEVING THE MILLING DEPTH.

TRAFFIC DATA

S. WABASH AVENUE
CURRENT YEAR = 2018
AADT = 8300
K = 9.0% D = 54.5% T = 12.9%
DESIGN SPEED = 40 MPH
POSTED SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

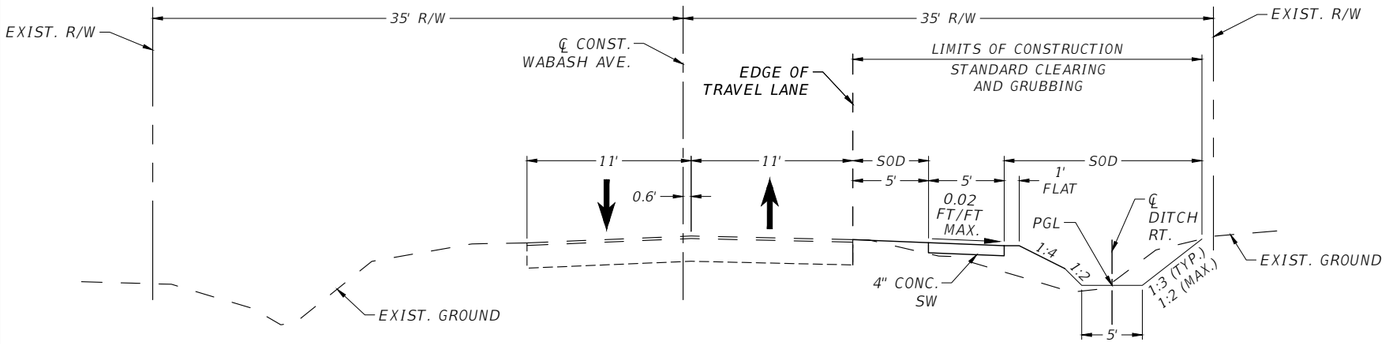
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

TYPICAL SECTIONS (2)

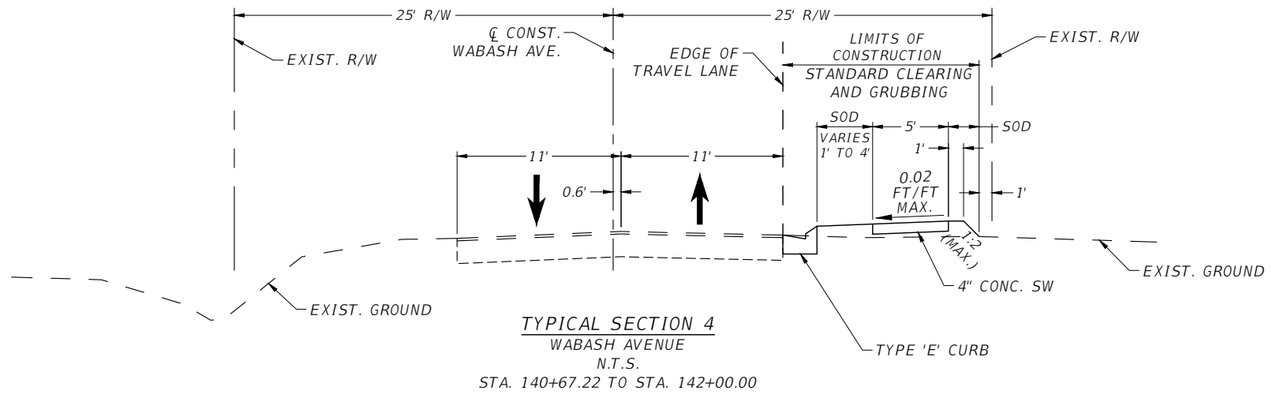
SHEET NO. 7

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



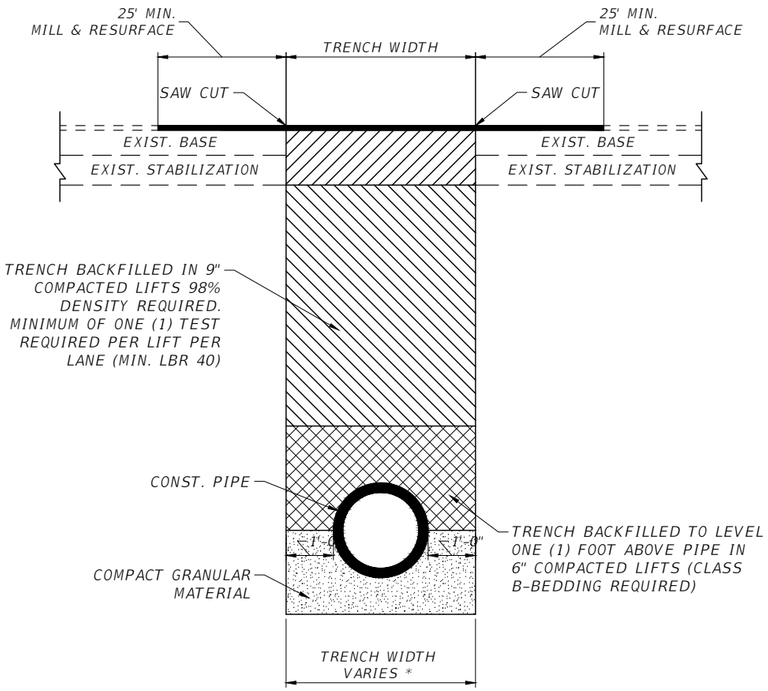
TYPICAL SECTION 3

WABASH AVENUE
N.T.S.
STA. 134+80.00 TO STA. 140+40.59



TYPICAL SECTION 4

WABASH AVENUE
N.T.S.
STA. 140+67.22 TO STA. 142+00.00



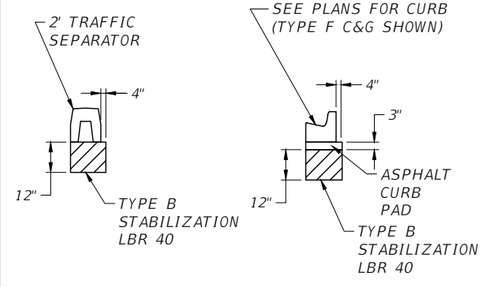
* TRENCH WIDTH = PIPE OUTSIDE DIAMETER PLUS 2 FEET

ASPHALT RESTORATION

N.T.S.

OPTIONAL BASE GROUP 15 (TYPE B-12.5 ONLY) WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C), (2")
AND FRICTION COURSE (TRAFFIC C), FC-9.5, PG 76-22 (1")

NOTES:
1. MILLING AND RESURFACING REQUIRED 25' ON EITHER SIDE OF OPEN CUT, FULL LANE WIDTH.
2. ALL MODIFIED PROCTOR AND DENSITY TESTS SHALL BE TAKEN BY A CERTIFIED LABORATORY.
3. ALL TESTS SHALL BE COMPLETED AND SHALL MEET MINIMUM DENSITY REQUIREMENTS PRIOR TO ADDITIONAL BACKFILLING.



CURB STABILIZATION DETAIL

ASPHALT DRIVEWAY CONSTRUCTION

OPTIONAL BASE GROUP 1
(SEE SPECIFICATIONS SECTION 285)
WITH
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C), (1")

TRAFFIC DATA

S. WABASH AVENUE
CURRENT YEAR = 2018
AADT = 8300
K = 9.0% D = 54.5% T = 12.9%
DESIGN SPEED = 40 MPH
POSTED SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

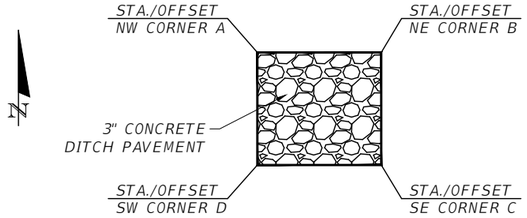
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

TYPICAL SECTIONS (3)

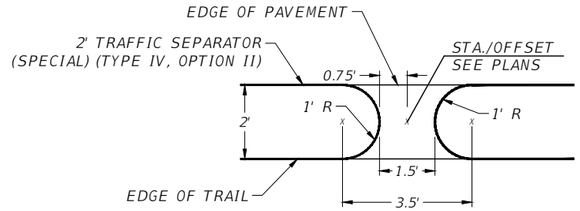
SHEET NO. 8

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



DITCH PAVEMENT LOCATION TABLE								
DRAINAGE	NW CORNER A		NE CORNER B		SE CORNER C		SW CORNER D	
STRUCTURE	STATION	OFFSET	STATION	OFFSET	STATION	OFFSET	STATION	OFFSET
S-6	108+38.28	29.17' RT	108+38.24	39.17' RT	108+34.24	39.17' RT	108+34.28	29.17' RT
S-13	116+41.64	29.30' RT	116+41.62	35.25' RT	116+38.29	35.23' RT	116+38.31	29.21' RT
S-14	117+40.72	30.91' RT	117+40.70	35.61' RT	117+37.37	35.60' RT	117+37.39	30.89' RT
S-15	118+41.19	31.08' RT	118+41.17	35.98' RT	118+37.84	35.97' RT	118+37.85	31.08' RT
S-16	118+89.73	31.54' RT	118+89.73	36.42' RT	118+86.40	36.42' RT	118+86.40	31.49' RT
S-17	119+71.44	32.54' RT	119+71.44	36.42' RT	119+68.10	36.42' RT	119+68.10	32.54' RT
S-22	127+13.87	33.62' RT	127+13.79	38.62' RT	127+08.47	38.54' RT	127+08.54	33.54' RT
S-25	129+50.04	25.30' LT	129+50.04	21.30' LT	129+47.00	21.30' LT	129+47.00	25.30' LT
S-27	130+46.65	25.44' LT	130+46.65	21.44' LT	130+43.61	21.44' LT	130+43.61	25.44' LT
S-29	131+27.88	25.54' LT	131+27.88	21.54' LT	131+24.84	21.54' LT	131+24.84	25.54' LT
S-30	131+28.79	30.46' RT	131+28.79	42.00' RT	131+23.95	42.00' RT	131+23.95	30.46' RT
S-31	132+15.71	25.58' LT	132+15.71	21.58' LT	132+12.67	21.58' LT	132+12.67	25.58' LT
S-33	133+01.34	25.63' LT	133+01.34	21.63' LT	132+98.30	21.63' LT	132+98.30	25.63' LT
S-35	133+82.06	25.60' LT	133+82.05	21.60' LT	133+79.01	21.60' LT	133+79.01	25.60' LT
S-37	134+81.72	25.65' LT	134+81.72	21.65' LT	134+78.68	21.65' LT	134+78.68	25.65' LT
S-39	135+67.32	27.07' RT	135+67.32	33.40' RT	135+43.48	33.40' RT	135+43.48	27.30' RT
S-43	140+19.82	23.37' RT	140+19.82	34.37' RT	140+12.82	34.36' RT	140+12.82	23.36' RT

DITCH PAVEMENT LOCATION DETAIL
N.T.S.



TRAFFIC SEPARATOR GAP DETAIL
N.T.S.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

TYPICAL SECTION DETAILS

SHEET NO. 9

James Greene 4/19/2022 4:07:01 PM

P:\PR58964\44184715201\Roadway\TYPSRD01.dwg

SUMMARY OF DRAINAGE STRUCTURES

QTY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	REINFORCED CONCRETE PIPE (CLASS-II)										CURB INLETS (EA)			MANHOLES (EA)				DITCH BOTTOM INLETS (EA)		GUTTER INLET (EA)	FLUME INLET	ENDWALL	CONC DITCH PAVT.	CLASS NS CONC.	REMARKS
						15"	18"	24"	30"	36"	42"	14"x23"	19"x30"	29"x45"	34"x53"	P-5 <10'	J-5 <10'	J-6 <10'	P-7 <10'	J-7 <10'	P-8 <10'	J-8 <10'	C-MOD <10'	D <10'	V J BTM <10'	CLOSED EA	EA	SY	CY	
P	S-1	102+42.38	RT	Pipe, MH, Pipe	1				33												1								0.15	4 LF (BK), 29 LF (AH), (1) Conc Jacket
F																													
P	S-2	102+75.00	RT	MH, Pipe	1							4	123							1									0.15	4'x4', 0.5'X3' Slot, (1) Conc Jacket
F																													
P	S-3	104+00.00	RT	DBI, Pipe	1								197											1						With traversable slot (AH)
F																													
P	S-4	106+02.93	RT	DBI, Pipe	1								157											1						With traversable slot (AH)
F																													
P	S-5	107+60.00	RT	DBI, Pipe	1								73											1						With traversable slot (AH)
F																													
P	S-6	108+36.28	RT	Manhole, Pipe	1							63	6									1						4.4	0.15	With traversable slot (AH)
F																													
P	S-7	109+00.00	RT	DBI, Pipe	1							97												1						With traversable slot (AH)
F																													
P	S-8	110+00.00	RT	DBI, Pipe	1							197												1						With traversable slot (AH)
F																													
P	S-9	112+00.00	RT	DBI, Pipe	1							152												1						With traversable slot (AH)
F																													
P	S-10	113+54.40	RT	DBI, Pipe	1		53																	1						With traversable slot (AH)
F																													
P	S-11	114+10.71	RT	DBI, Pipe	1		86																	1						With traversable slot (AH)
F																													
P	S-12	115+00.00	RT	DBI, Pipe	1		138																	1						With traversable slot (AH)
F																													
P	S-13	116+40.03	RT	BOS Inlet, Pipe	1		97																1					2.2		
F																													
P	S-14	117+39.07	RT	BOS Inlet, Pipe	1		105																1					1.7		
F																													
P	S-15	118+39.52	RT	BOS Inlet, Pipe	1	6	47																1					1.8		
F																													
P	S-16	118+88.10	RT	BOS Inlet, Pipe	1		80																1					1.8		
F																													
P	S-17	119+69.81	RT	BOS Inlet	1																		1					1.4		
F																													
SHEET TOTAL - PLAN QUANTITY						6	606		33			513	556						1	1	1	5	9				13.3	0.45	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SUMMARY OF DRAINAGE STRUCTURES (1)

SHEET NO. 10

SUMMARY OF DRAINAGE STRUCTURES

QTY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	REINFORCED CONCRETE PIPE (CLASS-II)										CURB INLETS (EA)			MANHOLES (EA)				DITCH BOTTOM INLETS (EA)		GUTTER INLET (EA)	FLUME INLET	ENDWALL	CONC DITCH PAVT.	CLASS NS CONC.	REMARKS
						15"	18"	24"	30"	36"	42"	14"x23"	19"x30"	29"x45"	34"x53"	P-5 <10'	J-5 <10'	J-6 <10'	P-7 <10'	J-7 <10'	P-8 <10'	J-8 <10'	C-MOD <10'	D <10'	V J BTM <10'	CLOSED EA	EA	SY	CY	
P	S-18	123+47.62	RT	Pipe, Manhole, Pipe	1		12	198											1										0.30	(2) Conc Jackets
F																														
P	S-19	125+48.54	RT	Curb Inlet, Pipe	1				85							1														
F																														
P	S-20	126+37.56	RT	Curb Inlet, Pipe	1				70							1														
F																														
P	S-21	127+11.23	RT	Manhole, Pipe	1					6	54									1									0.15	5'x5', (1) Conc Jacket
F																														
P	S-22	127+11.23	RT	Endwall, Pipe	1									3													1	3.0		Straight Conc. Endwall, Single, 0 Degrees
F																														
P	S-23	127+68.88	RT	Curb Inlet, Pipe	1	12									41		1													6'X3.5'
F																														
P	S-23A	127+68.88	RT	Pipe, Manhole, Pipe	1	14															1								0.15	(1) Conc. Jacket
F																														
P	S-24	128+12.36	RT	Manhole, Pipe	1		4								133					1									0.15	6'X3.5', (1) Conc Jacket
F																														
P	S-25	129+48.55	LT	Closed Flume Inlet	1																					1		1.4		
F																														
P	S-26	129+48.55	RT	Gutter Inlet, Pipe	1										93										1					6'X3.5'
F																														
P	S-27	130+45.15	LT	Closed Flume Inlet	1																					1		1.4		
F																														
P	S-28	130+45.15	RT	Curb Inlet, Pipe	1										78			1												6'x3.5'
F																														
P	S-29	131+26.37	LT	Closed Flume Inlet	1																					1		1.4		
F																														
P	S-30	131+26.37	RT	Curb Inlet (Mod.), Pipe	1										84			1										6.2	2.55	8'X3.5'
F																														
P	S-31	132+14.20	LT	Closed Flume Inlet	1																					1		1.4		
F																														
P	S-32	132+14.20	RT	Curb Inlet, Pipe	1										82			1												6'X3.5'
F																														
P	S-33	132+99.83	LT	Closed Flume Inlet	1																					1		1.4		
F																														
P	S-34	132+92.52	RT	Curb Inlet, Pipe	1										77			1												6'X3.5'
F																														
P	S-35	133+80.53	LT	Closed Flume Inlet	1																					1		1.4		
F																														
P	S-36	133+80.59	RT	Curb Inlet, Pipe	1										81			1												6'X3.5'
F																														
SHEET TOTAL - PLAN QUANTITY						26	16	198	155	6	54			3	669	2	1	5	1	2	1				1	6	1	17.6	3.30	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SUMMARY OF DRAINAGE STRUCTURES (2)

SHEET NO. 11

SUMMARY OF DRAINAGE STRUCTURES

QTY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	REINFORCED CONCRETE PIPE (CLASS-II)										CURB INLETS (EA)			MANHOLES (EA)				DITCH BOTTOM INLETS (EA)		GUTTER INLET (EA)	FLUME INLET	ENDWALL	CONC DITCH PAVT.	CLASS NS CONC.	FLOWABLE FILL	REMARKS
						15"	18"	24"	30"	36"	42"	14"x23"	19"x30"	29"x45"	34"x53"	P-5 <10'	J-5 <10'	J-6 <10'	P-7 <10'	J-7 <10'	P-8 <10'	J-8 <10'	C-MOD <10'	D <10'	V J BTM <10'	CLOSED EA	EA	SY	CY	CY	
P	S-37	134+80.20	LT	Closed Flume Inlet	1																					1		1.4			
F																															
P	S-38	134+64.56	RT	Curb Inlet, Pipe	1						78							1													6'X3.5'
F																															
P	S-39	135+55.39	RT	Manhole	1		42													1								16.4			6'X22.5', slot 3'X13'
F																															
P	S-40	136+10.00	RT	DBI, Pipe	1		97																	1							With traversable slot (AH)
F																															
P	S-41	137+10.59	RT	DBI, Pipe	1		161																	1							With traversable slot (AH)
F																															
P	S-42	138+75.00	RT	DBI	1																			1							With traversable slot (AH)
F																															
P	S-43	140+16.31	RT	Closed Flume Inlet	2																					1		8.6			
F																															
P	ES-44	134+81.17	RT	Ex. 20"x28" Pipe	1																									0.1	Flowable Fill Pipe Plug (West Pipe)
F																															
P	ES-45	135+10.78	RT	Ex. 20"x28" Pipe	1																									0.1	Flowable Fill Pipe Plug (West Pipe)
F																															
P																															
F																															
P																															
F																															
P																															
F																															
P																															
F																															
P																															
F																															
P																															
F																															
P																															
F																															
P																															
F																															
P																															
F																															
P																															
F																															
P																															
F																															
P																															
F																															
P																															
SHEET TOTAL - PLAN QUANTITY							300				78							1		1				3		2		26.4		0.2	
SHEETS CUMULATIVE TOTAL - FINAL QUANTITY						32	922	198	188	6	132	513	556	3	669	2	1	6	1	4	2	1	5	12	1	8	1	57	3.8	0.2	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SUMMARY OF DRAINAGE STRUCTURES (3)

SHEET NO. 12

PROJECT NOTES:

1. EXISTING TOPOGRAPHIC INFORMATION SHOWN WAS PROVIDED BY WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC., COORDINATES AND ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE 902, US SURVEY FEET, BASED ON GLOBAL POSITIONING SYSTEM (GPS) MEASUREMENTS TO THE NATIONAL GEODETIC SURVEY (NGS) CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) NETWORK. THE POSITIONS OF THE PROJECT CONTROL STATIONS SHOWN HEREON HAVE A CALCULATED POSITION ACCURACY OF 2 cm OR BETTER BASED UPON THE NGS OPUS ADJUSTED REPORT WITH MEASUREMENTS TO THE FOLLOWING POLK COUNTY CONTROL POINTS:

   DESIGNATION: RIRC "POLK CO. TRAV"
   NORTHING: 1342096.11
   EASTING: 659326.51

   DESIGNATION: RIRC "POLK CO. TRAV"
   NORTHING: 1342096.78
   EASTING: 660861.71

   ELEVATIONS DEPICTED HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) BASED ON THE FOLLOWING POLK COUNTY BENCHMARKS:

   TBM #3
   ELEVATION = 155.16 (NGVD 29)
   (X-CUT IN NE BOLT OF FIRE HYDRANT IN THE NE CORNER OF THE INTERSECTION OF ARIANA STREET AND SOUTHERN AVENUE)

   DESIGNATION: RIRC "POLK CO. TRAV"
   NORTHING: 1342096.78
   EASTING: 660861.71
   ELEVATION = 153.73 (NGVD 29)

   NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ELEVATIONS CAN BE CALCULATED BY SUBTRACTING 0.83' FROM NGVD29 ELEVATIONS BASED UPON THE NGS OPUS ADJUSTMENT REPORT.

   FOR MORE INFORMATION ON THESE CONTROL POINTS SEE TOPOGRAPHIC SURVEY "IMPERIAL POLK COUNTY" PROJECT NUMBER 8323E15-1, DATED 01/20/2016.

2. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT ENGINEER SHOULD NOTIFY THE COUNTY SURVEYOR WITHOUT DELAY BY TELEPHONE AT (863) 535-2252.

3. NOTIFY POLK COUNTY PRIOR TO COMMENCING WORK.

4. ALL DISTURBED GRASSED AREAS SHALL BE RESTORED WITH SOD.

5. ANY SODDED SLOPES GREATER THAN 1:3 WILL REQUIRE STAKING.

6. FOR ALL PLACES WHERE STORMWATER PIPES EXTEND INTO THE STABILIZED SUBGRADE, PLACE FULL DEPTH BASE TO A MINIMUM HORIZONTAL DISTANCE OF 2.0 FT. ON EITHER SIDE OF THE PIPE ALONG THE PIPES LENGTH WITHIN THE STABILIZED SUBGRADE.

7. COORDINATE WITH POLK COUNTY FOR STOCK PILE OR EQUIPMENT STAGING.

8. ALL EXISTING DRAINAGE STRUCTURES TO REMAIN UNLESS OTHERWISE NOTED IN PLANS.

9. COORDINATE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) DEWATERING ACTIVITIES THROUGH POLK COUNTY ENGINEER TO ENSURE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND WATER MANAGEMENT DISTRICT COMPLIANCE, DUE TO THE PROXIMITY OF THE FOLLOWING DOCUMENTED CONTAMINATION SITES:

PROJECT NOTES:

9. COORDINATE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) DEWATERING ACTIVITIES THROUGH POLK COUNTY ENGINEER TO ENSURE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND WATER MANAGEMENT DISTRICT COMPLIANCE, DUE TO THE PROXIMITY OF THE FOLLOWING DOCUMENTED CONTAMINATION SITES:

CONTAMINATION SITES

NAME	FACILITY ID	ADDRESS	CONTAMINATION IMPACTS STATION RANGE			NOTES
MARATHON-WABASH #245	8943953	2045 ARIANA ST, LAKELAND, FL 33803	100+89	TO	107+80	CONTAMINATED SITE POTENTIAL PETROLEUM IMPACTS, LEVEL II TESTING RECOMMENDED - STA. 102+20 TO STA. 104+20
CUMBERLAND FARMS #1009	8623409	932 S WABASH AVE, LAKELAND, FL 33801	116+80	TO	127+40	CONTAMINATED SITE POTENTIAL PETROLEUM IMPACTS, LEVEL II TESTING RECOMMENDED - STA. 119+80 TO STA. 124+20
SONNYS FOOD MART	9806416	2085 W HIGHLAND ST, LAKELAND, FL 33815-3917	116+80	TO	127+40	POTENTIAL CONTAMINATION SITE
PAULS WESCO	8624020	2100 OLD TAMPA HWY, LAKELAND, FL 33801	139+40	TO	143+46	CONTAMINATED SITE
UNIVERSAL PAINTING	8628412	2234 OLD TAMPA HWY, LAKELAND, FL 33815	139+40	TO	146+46	POTENTIAL CONTAMINATION SITE

10. COORDINATE THE CONSTRUCTION ACTIVITIES SCHEDULE WITH POLK COUNTY'S PROJECT ENGINEER (PE) AND ENVIRONMENTAL ASSESSMENT & REMEDIATION (ENVIRONMENTAL) CONTRACTOR.

11. DISPOSAL OF ALL CONTAMINATED MEDIA (INCLUDING GROUNDWATER) MUST BE COORDINATED THROUGH POLK COUNTY'S PE AND ENVIRONMENTAL CONTRACTOR.

12. PROVIDE AREA(S), WITHIN THE PROJECT LIMITS, FOR TEMPORARY (2-4 WEEKS PER SITE) STOCKPILING OF CONTAMINATED SOIL/MEDIA. POLK COUNTY'S ENVIRONMENTAL CONTRACTOR WILL REPLACE EXCAVATED SOIL ON THE PROJECT AS NECESSARY IF DIRECTED TO DO SO BY POLK COUNTY'S PE.

13. IF DEWATERING IS REQUIRED, PROVIDE AREA(S) TO ACCOMMODATE ONE OR MORE WATER TREATMENT SYSTEMS (TYPICALLY INCLUDES EQUIPMENT SUCH AS: FRAC TANKS, TRAILER-MOUNTED CARBON CELLS, AND A MOBILE LABORATORY). THESE AREAS SHALL BE AS CLOSE AS POSSIBLE TO THE DEWATERING OPERATION AND WITHIN THE PROJECT LIMITS (UNLESS DIRECTED BY POLK COUNTY'S PE).

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

GENERAL NOTES

SHEET NO. 13

LEGEND:
LIMITS OF SHARED USE PATH
LIMITS OF CONCRETE PAVEMENT
LIMITS OF CONCRETE REMOVAL
LIMITS OF ASPHALT REMOVAL
DETECTABLE WARNING PER FDOT INDEX 522-002

0 20 40

ARIANA ST.
W. HANCOCK ST.
WABASH AVE.
R/W LINE
1' R. +91.29 11.65 RT.
+85.11 49.99 LT.
+00.07 34.99 LT.
+67.35 34.95 LT.
+27.35 34.94 LT.
BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 100+89.74
N = 1342153.24
E = 659397.84
100 101 102 103 104 105
EXIST. EOP
℄ CONST. WABASH AVE.
N 00°12'01" W
+15.00 11.66 RT.
+40.00 11.66 RT.
+65.00 11.67 RT.
+90.00 11.69 RT.
+15.00 11.70 RT.
+40.00 11.72 RT.
+65.00 11.83 RT.
+90.00 11.99 RT.
+47.36 22.72 RT.
+15.00 12.15 RT.
+40.00 12.31 RT.
35'
75'
10'
40'
CR-G (MOD.)
ES-3
ES-2
S-1
S-2
S-3
+06.66 40.01 RT.
+84.90 61.15 RT.
+84.82 80.15 RT.
CONST. CONC. JACKET INDEX 430-001
CONST. 4 LF OF 30" RCP
CONST. 29 LF OF 30" RCP
CONST. 4 LF OF 14"x23" ERCP
CONST. CONC. JACKET INDEX 430-001
+48.56 22.66 RT.
R/W LINE
DITCH RT.
CONST. 123 LF OF 19"x30" ERCP
+76.26, 28.01 RT. BEGIN DITCH RT.
+96.29, 31.96 RT. END DITCH RT.
+05.54, 31.99 RT. BEGIN DITCH RT.
CONST. SHARED-USE PATH
CONST. 2' TRAF. SEP. (SPECIAL) (TYPE IV, OPTION II) (TYP.)
DITCH RT.
CONST. 200 LF OF 19"x30" ERCP
SEE INTERSECTION DETAILS (1)

MATCH LINE - STATION 105+40.00

EXIST. GRADE @ ℄ CONST. WABASH AVE.
BEGIN DITCH RT. STA. +76.26 EL. = 149.04
END DITCH RT. STA. +96.29 EL. = 149.48
BEGIN DITCH RT. STA. +05.54 EL. = 149.31
PGL @ DITCH RT
0.38%
0.30%
CONST. 14"x23" ERCP
CONST. 19"x30" ERCP
CONST. 19"x30" ERCP
EXIST. 30" RCP
CONST. 30" RCP
CONNECT TO EXIST. 30" RCP WITH CONC. JACKET PER INDEX 430-001
CONST. 30" RCP
FL 146.19
FL 146.47
FL 145.50
FL 146.46
152 148 144 140
101+00 102+00 103+00 104+00 105+00
1" = 40' Horizontal
1" = 4' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (1)

SHEET NO. 14

James Greene 4/19/2022 4:07:45 PM

P:\PR58964\44184715201\Roadway\PLPRRD01.dwg

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL

DRIVEWAY STATION / OFFSET LOCATION TABLE

POINT	STATION	OFFSET	SIDE	POINT	STATION	OFFSET	SIDE	POINT	STATION	OFFSET	SIDE
A	105+73.14	11.23'	RT	J	106+73.75	13.06'	RT	S	107+15.67	12.92'	RT
B	105+74.00	13.23'	RT	K	106+81.03	23.17'	RT	T	107+23.00	22.87'	RT
C	105+76.18	23.22'	RT	L	106+81.31	26.09'	RT	U	107+23.31	25.94'	RT
D	105+76.25	40.11'	RT	M	106+81.31	40.14'	RT	V	107+23.31	40.15'	RT
E	105+93.25	40.12'	RT	N	106+93.31	40.14'	RT	W	107+38.04	40.15'	RT
F	105+93.18	23.15'	RT	O	106+93.31	25.94'	RT	X	107+38.04	25.77'	RT
G	105+95.29	13.15'	RT	P	106+93.59	23.09'	RT	Y	107+38.35	22.75'	RT
H	105+96.14	11.14'	RT	Q	107+00.78	12.96'	RT	Z	107+45.51	12.80'	RT
I	106+66.41	11.09'	RT	R	107+08.21	10.94'	RT	AA	107+53.09	10.77'	RT

0 20 40

MATCH LINE - STATION 105+40.00

MATCH LINE - STATION 111+00.00

W. BELMAR ST.

CLYDE ST.

WABASH AVE.

R/W LINE

+57.36 34.89 LT.

1' R. +70.64 12.24 RT.

+17.36 34.88 LT.

+17.36 34.85 LT.

+17.35 29.85 LT.

1' R. +53.09 11.77 RT.

1' R. +98.64 12.13 RT.

1' R. +66.39 12.09 RT.

EXIST. EOP

CONST. SHARED-USE PATH

+50.13 29.80 LT.

+55.42 29.78 LT.

+50.00 12.00 RT.

106 107 108 109 110

N 00°12'01" W

+75.00 11.84 RT.

+25.00 12.01 RT.

+75.00 12.09 ℄ CONST. WABASH AVE.

+20.00 12.05 RT.

+45.00 11.98 RT.

+00.00 11.93 RT.

+50.00 12.08 RT.

+43.58 23.08 RT.

+00.00 12.11 RT.

+25.00 12.12 RT.

+50.00 12.12 RT.

+75.00 12.09 RT.

+00.00 12.06 RT.

+25.00 12.02 RT.

+75.00 12.01 RT.

+00.00 12.02 RT.

15' R

15' R

10'

75'

40'

35'

30'

70'

40'

DITCH RT.

+84.75 17' CONC. DW

+08.47, 32.27 RT. BEGIN DITCH RT.

+87.31 12' ASPH. DW

+15.14 40.15 RT.

+30.68 14.7' ASPH. DW

S-4 S-5 S-6 S-7 S-8

R/W LINE

DITCH RT.

DITCH RT.

DITCH RT.

+96.29, 33.09 RT. END DITCH RT.

+05.54, 33.12 RT. BEGIN DITCH RT.

DITCH RT.

EXISTING 18" CMP AND MES's TO BE REMOVED

+70.22, 32.94 RT. END DITCH RT.

CONST. 19"x30" ERCP

CONST. 2' TRAF. SEP. (SPECIAL) (TYPE IV, OPTION II) (TYP.)

+75.31, 33.11 RT. END DITCH RT.

CONST. 154 LF OF 19"x30" ERCP

EXISTING 24" CMP TO BE REMOVED

EXISTING ENDWALL TO BE REMOVED

+65.54, 32.44 RT. BEGIN DITCH RT.

CONST. 73 LF OF 19"x30" ERCP

CONST. 6 LF OF 19"x30" ERCP

CONST. CONC. JACKET INDEX 430-001

CONST. CONC. DITCH PAVEMENT PER FDOT INDEX 524-001

CONST. 63 LF OF 14"x23" ERCP

+96.29, 33.09 RT. END DITCH RT.

CONST. 2' TRAF. SEP. (SPECIAL) (TYPE IV, OPTION II) (TYP.)

+05.54, 33.12 RT. BEGIN DITCH RT.

CONST. 97 LF OF 14"x23" ERCP

CONST. 197 LF OF 14"x23" ERCP

A- SEE STATION/OFFSET TABLE THIS SHEET FOR LOCATION DATA IN THIS AREA

BEGIN DITCH RT. STA. +08.47 EL. = 149.70

END DITCH RT. STA. +70.22 EL. = 149.80

END DITCH RT. STA. +75.31 EL. = 149.90

BEGIN DITCH RT. STA. +65.54 EL. = 150.00

EXIST. GRADE @ ℄ CONST. WABASH AVE.

DPI DITCH RT. STA. +36.00 EL. = 150.75

END DITCH RT. STA. +96.29 EL. = 150.67

BEGIN DITCH RT. STA. +05.54 EL. = 150.50

END DITCH RT. STA. +96.29 EL. = 150.97

BEGIN DITCH RT. STA. +05.54 EL. = 150.80

PGL @ DITCH RT

0.30% 0.30% 1.06% -0.13% 0.52% 0.63%

CONST. 19"x30" ERCP

FL 146.84

FL 147.16

FL 147.44

FL 147.94

FL 148.65

CONST. 14"x23" ERCP

FL 148.06

FL 148.26

152 148 144 140

106+00 107+00 108+00 109+00 110+00 111+00

1" = 40' Horizontal
1" = 4' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (2)

SHEET NO. 15

James Greene 4/19/2022 4:07:56 PM P:\PR58964\44184715201\Roadway\PLPRRD01.dwg

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

MATCH LINE - STATION 111+00.00

MATCH LINE - STATION 116+60.00

W. PATTERSON ST.

WABASH AVE. N 00°12'01" W

℄ CONST. WABASH AVE.

0 20 40

+15.42 29.77 LT. R/W LINE

+55.49 45.57 LT. R/W LINE

+37.27 29.72 LT.

1' R. +41.66 12.27 RT.

1' R. +22.38 12.23 RT.

R/W LINE +10.49 46.06 LT.

+28.83 29.70 LT.

EXISTING CATCH BASIN TO BE REMOVED

+96.29, 31.39 RT. END DITCH RT.

+95.00 12.19 RT.

+05.54, 31.42 RT. BEGIN DITCH RT.

R/W LINE

EXISTING CATCH BASIN TO BE REMOVED

1' R. +47.39 18.43 RT.

+35.06 29.13 RT.

SAW CUT MATCH EXIST.

1' R. +63.27 12.42 RT.

EXIST. EOP

+45.00 12.28 RT.

+62.81 23.42 RT.

+20.00 12.23 RT.

+45.00 12.13 RT.

+70.00 12.16 RT.

+98.45 23.34 RT.

+46.05 23.12 RT.

+43.62 23.27 RT.

+25.00 12.02 RT.

+50.00 12.03 RT.

+75.00 12.05 RT.

+00.00 12.06 RT.

+25.00 12.08 RT.

+50.00 12.10 RT.

+75.00 12.15 RT.

+00.00 12.19 RT.

+65.34 23.32 RT.

+47.21 23.03 RT.

DITCH RT.

CONST. SHARED-USE PATH

CONST. 14"x23" ERCP

R/W LINE

+96.29, 32.49 RT. END DITCH RT.

S-9

CONST. 2' TRAF. SEP. (SPECIAL) (TYPE IV, OPTION II) (TYP.)

+05.54, 32.52 RT. BEGIN DITCH RT.

DITCH RT.

CONST. 152 LF OF 14"x23" ERCP

+54.98 40.28 RT.

S-10

CONST. 53 LF OF 18" RCP

+50.69, 32.37 RT. END DITCH RT.

EXISTING 18" CMP TO BE REMOVED

EXISTING CATCH BASIN TO BE REMOVED

R/W LINE

S-11

+04.98 40.30 RT.

R/W LINE

CONST. 2' TRAF. SEP. (SPECIAL) (TYPE IV, OPTION II) (TYP.)

CONST. 86 LF OF 18" RCP

EXISTING 18" CMP TO BE REMOVED

+16.25, 32.21 RT. BEGIN DITCH RT.

DITCH RT.

S-12

DITCH RT.

R/W LINE

EXISTING 18" CMP TO BE REMOVED

CONST. SHARED-USE PATH

+83.99 12' CONC. DW

CONST. 138 LF OF 18" RCP

+20.77 12' ASPH. DW

S-13

+39.95, 35.24 RT. BEGIN DITCH RT.

CONST. 97 LF OF 18" RCP

+69.99, 33.30 RT. END DITCH RT.

EXISTING 18" CMP TO BE REMOVED

1 112 113 114 115 116

111+00 112+00 113+00 114+00 115+00 116+00

70' 30' 40' 10'

END DITCH RT. STA. +96.29 EL. = 152.01

BEGIN DITCH RT. STA. +05.54 EL. = 151.84

END DITCH RT. STA. +50.69 EL. = 152.57

BEGIN DITCH RT. STA. +16.25 EL. = 152.74

EXIST. GRADE @ ℄ CONST. WABASH AVE.

BEGIN DITCH RT. STA. +05.54 EL. = 152.52

END DITCH RT. STA. +96.29 EL. = 153.09

END DITCH RT. STA. +69.99 EL. = 152.70

BEGIN DITCH RT. STA. +39.95 EL. = 153.30

PGL @ DITCH RT

0.63%

0.50%

0.43%

0.28%

1.29%

S-9 S-10 S-11 S-12 S-13

CONST. 14"x23" ERCP

CONST. 14"x23" ERCP

CONST. 18" RCP

CONST. 18" RCP

CONST. 18" RCP

FL 148.63

FL 148.86

FL 149.36

FL 149.48

FL 149.63

FL 149.90

156 152 148 144

1" = 40' Horizontal
1" = 4' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (3)

SHEET NO. 16

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

MATCH LINE - STATION 116+60.00

MATCH LINE - STATION 122+20.00

LEGEND:
- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

** = CONST. 4" CONC. DITCH PAVEMENT PER FDOT INDEX 524-001 (TYP.) SEE TYPICAL SECTION DETAIL SHEET FOR LOCATION TABLE

*** = CONST. FLARED DRIVEWAY PER FDOT INDEX 522-003

BEGIN MILLING AND RESURFACING
STA. 119+87.82
N = 1344051.31
E = 659391.20
MATCH EXIST.

END MILLING AND RESURFACING
STA. 121+03.95
N = 1344167.43
E = 659390.79
MATCH EXIST.

W. HIGHLAND ST.

WABASH AVE.

EXIST. EOP

℄ CONST. WABASH AVE.

N 00°12'01" W

R/W LINE

EXISTING CATCH BASIN TO BE REMOVED

1' R. +98.07 19.30 RT.

EXISTING 18" CMP TO BE REMOVED

CONST. 7 LF OF 15" RCP

+39.50, 35.97 RT. BEGIN DITCH RT.

CONST. 10.5 LF OF STEEL PIPE GUIDERAIL INDEX 515-080

+51.47, 36.02 RT. END DITCH RT.

EXISTING 18" CMP TO BE REMOVED

+32.79, 36.42 RT. END DITCH RT.

+09.88 59.57 LT.

+84.85 29.58 LT.

+79.88 59.56 LT.

+04.85 29.55 LT.

117 118 119 120 121 122

ES-15 ES-16 ES-18 ES-19

S-14 S-15 S-16 S-17

30' 70' 40' 10'

+73.00 18.88 RT.

CONST. 18" RCP

DITCH RT.

EXISTING 18" CMP TO BE REMOVED

+18.43 12" ASPH. DW

+47.01 30.97 RT.

DITCH RT.

CONST. 7 LF OF 18" RCP

CONST. 10.5 LF OF STEEL PIPE GUIDERAIL INDEX 515-080

+39.04, 35.60 RT. BEGIN DITCH RT.

+02.20, 35.47 RT. END DITCH RT.

+18.91 12" ASPH. DW

DITCH RT.

R/W LINE

+02.90, 35.84 RT. END DITCH RT.

CONST. SHARED-USE PATH

CONST. 98 LF OF 18" RCP

+67.60 12" ASPH. DW

CONST. 10.5 LF OF STEEL PIPE GUIDERAIL INDEX 515-080

+88.07, 36.42 RT. BEGIN DITCH RT.

EXISTING 18" CMP TO BE REMOVED

CONST. 47 LF OF 18" RCP

+74.47 32.64 RT.

+49.21 12" ASPH. DW

+69.71, 36.42 RT. BEGIN DITCH RT.

DITCH RT. +84.62, 40.42 RT.

+92.00, 36.42 RT. END DITCH RT.

CONST. 80 LF OF 18" RCP

+09.51 60.43 RT.

R/W LINE

* = CONST. 10.5 LF OF STEEL PIPE GUIDERAIL, INDEX 515-080

CR-F CR-F CR-F

+99.62 40.45 RT.

CONST. SHARED-USE PATH

R/W LINE

+79.51 60.44 RT.

225 LF OF 18" RCP PIPE DESILTING

PROPOSED LICENSE AGREEMENT

R/W LINE

SEE INTERSECTION DETAILS (2) & (3)

SEE SPECIAL DETAIL SHEET DRIVEWAY LOCATION

END DITCH RT. STA. +02.20 EL. = 154.10

BEGIN DITCH RT. STA. +39.04 EL. = 153.93

PGL @ DITCH RT

1.29%

CONST. 18" RCP

CONST. 18" RCP

FL 150.10

FL 151.26

FL 150.61

S-14

END DITCH RT. STA. +02.90 EL. = 154.53

PGL @ DITCH RT

0.94%

END DITCH RT. STA. +51.47 EL. = 154.64

PGL @ DITCH RT

BEGIN DITCH RT. STA. +39.50 EL. = 154.60

CONST. 15" RCP

CONST. 18" RCP

FL 150.94

S-15

0.33%

BEGIN DITCH RT. STA. +88.07 EL. = 154.73

CONST. 18" RCP

FL 151.45

FL 150.94

S-16

END DITCH RT. STA. +32.79 EL. = 154.98

PGL @ DITCH RT

0.57%

CONST. 18" RCP

FL 151.53

EXIST. GRADE @ ℄ CONST. WABASH AVE.

BEGIN DITCH RT. STA. +69.71 EL. = 155.19

FL 151.70

S-17

END DITCH RT. STA. +92.00 EL. = 155.30

0.50%

EXIST. 18" CMP

EXIST. 18" CMP

FL 153.77

EXIST. 18" RCP

156 152 148 144

117+00 118+00 119+00 120+00 121+00 122+00

1" = 40' Horizontal
1" = 4' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (4)

SHEET NO. 17

James Greene 4/19/2022 4:08:18 PM P:\PR58964\44184715201\Roadway\PLPRRD01.dwg

MATCH LINE - STATION 122+20.00

MATCH LINE - STATION 127+80.00

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT ROADWAY WIDENING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

N

0 20 40

BEGIN MILLING AND RESURFACING
BEGIN ROADWAY WIDENING
STA. 126+28.90
N = 1344692.38
E = 659388.76
SAW CUT MATCH EXIST.

REMOVE EXIST. 18" RCP
CONST. 4 LF OF 18" RCP

33 LF OF 15" RCP
PIPE DESILTING

33 LF OF 15" RCP
PIPE DESILTING

R/W LINE

CONNECT TO EXISTING 36" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 6 LF OF 36" RCP

CONNECT TO EXISTING 15" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 4 LF OF 15" RCP

CONST. 4" CONC SW

+71.98
21.67 LT.

SAW CUT
MATCH
EXIST.

CONST. 16.0 LF OF
STEEL PIPE GUIDERAIL
INDEX 515-080

CONST. 70 LF
OF 30" RCP

PI STA. 127+08.99

+10.29
29.42 LT.

5'

30'

123 124 125 WABASH AVE. 126 127

ES-24 ES-25 ES-28 ES-29 ES-35

EXIST. EOP
N 00°12'01" W

℄ CONST. WABASH AVE.

N 00°20'31" W

15" RCP PIPE
DESILTING

70'

40'

CR-F CR-F CR-F

10'

4'

CONST. 85 LF
OF 30" RCP

S-19 S-20 S-21 S-23A

S-18

EXISTING 18" RCP
TO BE REMOVED

R/W LINE

CONST. 198 LF
OF 24" RCP

EXISTING 18" CMP
AND CONC. MES's
TO BE REMOVED

+69.13
12' ASPH. DW

+10.10
40.58 RT.

S-22 S-23

CONST. 54 LF
OF 42" RCP

CONST. 10 LF
OF 15" RCP

PROPOSED
LICENSE AGREEMENT

EXISTING MANHOLE
TO BE REMOVED

CONST. SHARED-USE PATH

CONST. FLARED DRIVEWAY
PER FDOT INDEX 522-003

CONST. STRAIGHT CONC. ENDWALL
FDOT INDEX 430-030

CONST. 3 LF OF 29"x45" ERCP

CONST. CONC. DITCH PAVEMENT
PER FDOT INDEX 524-001 (TYP.)
SEE TYPICAL SECTION DETAIL
SHEET FOR LOCATION TABLE

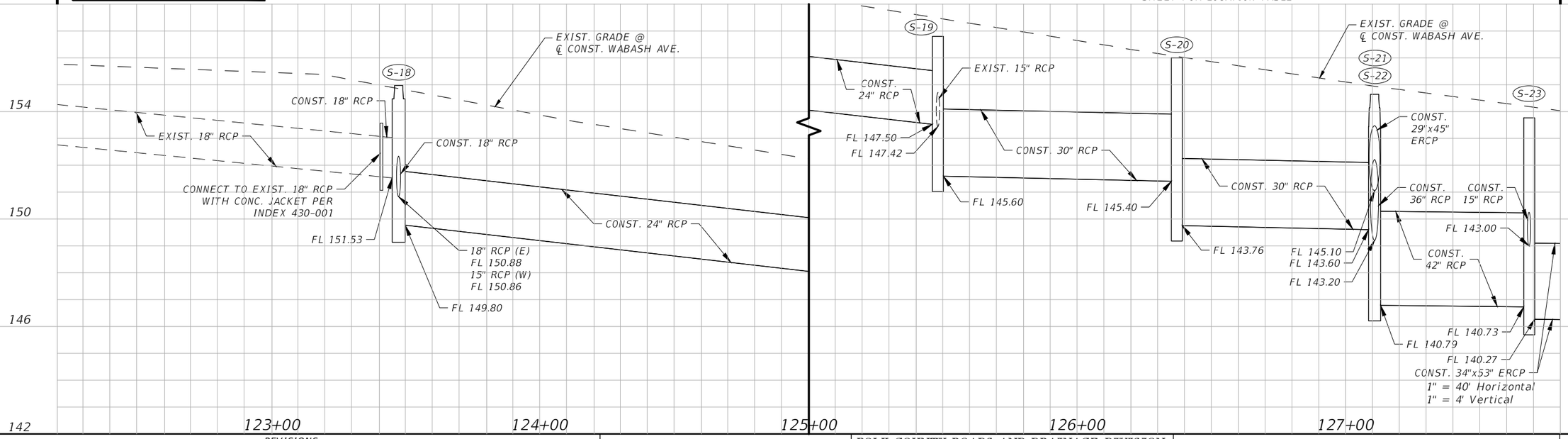
EXISTING CURB INLET,
15" RCP & CONC. MES
TO BE REMOVED

CONNECT TO EXISTING 18" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 4 LF OF 18" RCP

CONNECT TO EXISTING 18" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 4 LF OF 18" RCP

4 LF OF 18" RCP
AND CONC. MES
TO BE REMOVED

SEE INTERSECTION DETAILS (4)



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (5)

SHEET NO. 18

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

MATCH LINE - STATION 127+80.00

MATCH LINE - STATION 133+40.00

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT ROADWAY WIDENING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

N

0 20 40

CONST. 41 LF OF 34"x53" ERCP

END SHARED USE PATH STA. 129+45.41

CONST. 4" CONC. DITCH PAVEMENT PER FDOT INDEX 524-001 (TYP.) SEE TYPICAL SECTION DETAIL SHEET FOR LOCATION TABLE

CONST. 8.5' TRAF. SEP. (TYPE IV, OPTION II)

SIDEWALK CURB

+75.52 19.56 LT.

CONST. 4" CONC SW

+14.83 LT. BEGIN SPECIAL GUTTER PROFILE (WEST)

+49.99 29.47 LT.

+49.99 34.47 LT.

CONST. 728 LF OF TYPE F C&G

R/W LINE

4.25' R +37.79 5.96 RT.

4.25' R +72.04 5.94 RT.

+91.53 19.57 LT.

4.25' R +95.04 5.93 RT.

CONST. 8.5' TRAF. SEP. (TYPE IV, OPTION II)

S-24 S-25 S-27 S-29 S-31 S-33

CR-G CR-C CR-B

128 129 130 131 132 133

128+00 129+00 130+00 131+00 132+00 133+00

EXIST. EOP

WABASH AVE.

℄ CONST. WABASH AVE.

N 00°20'31" W

+99.11 RT. BEGIN SPECIAL GUTTER PROFILE (EAST)

14.5'

8.5'

8.5'

EXIST. FENCE TO BE REMOVED

EXISTING (2) 30" CMP TO BE REMOVED

+33.55 22.41 RT.

S-30 S-32 S-34

30' 70' 40' 10' 6' 35' 35' 70'

5' 2'

CONST. 4" CONC SW

+50.01 35.53 RT.

+50.01 40.53 RT.

R/W LINE

CONST. 93 LF OF 34"x53" ERCP

DITCH RT.

+74.38 30.44 RT.

+92.72 30.43 RT.

+50.00 41.00 RT.

R/W LINE

+00.00 39.50 RT.

DITCH RT.

CONST. 75 LF OF 34"x53" ERCP

PROPOSED LICENSE AGREEMENT

CONST. 133 LF OF 34"x53" ERCP

CONST. SHARED-USE PATH

EXISTING (2) 30" HDPE AND MES's TO BE REMOVED

CONST. 78 LF OF 34"x53" ERCP

+16.02, 24.60 RT. BEGIN 6' CONC. SIDEWALK

PROPOSED 6' FENCE TYPE B INDEX 550-002

CONST. 10.5 LF OF STEEL PIPE GUIDERAIL INDEX 515-080

+75.00, 40.50 RT. END DITCH RT.

+79.05, 34.44 RT.

+80.83, 34.44 RT.

+80.95, 44.36 RT.

+81.03, 47.49 RT.

+88.05, 34.43 RT.

+91.00, 41.00 RT. BEGIN DITCH RT.

+85.83, 34.43 RT.

+85.95, 44.29 RT.

+86.03, 47.49 RT.

4.25' R +29.29 5.91 RT.

PROPOSED 6' FENCE TYPE B INDEX 550-002

CONNECT TO EXIST. 18" HDPE WITH CONC. JACKET PER FDOT INDEX 430-001 CONST. 4 LF OF 18" RCP

SEE INTERSECTION DETAILS (5)

+84.53, 47.52 RT.

BEGIN SIDEWALK STA. 149+91.79

+95.00, 40.50 RT. BEGIN DITCH RT.

EXIST. FENCE TO BE REMOVED

CONST. 84 LF OF 34"x53" ERCP

PROPOSED GATE - TYPE B

SAW CUT AND MATCH EXIST.

PROPOSED LICENSE AGREEMENT

EXIST. GRADE @ ℄ CONST. WABASH AVE.

S-24 S-26 S-28 S-30 S-32 S-34

146 142 138 134

CONST. 18" RCP

FL 143.90

CONST. 34"x53" ERCP

FL 140.23

CONST. 34"x53" ERCP

BEGIN DITCH RT. STA. +95.00 EL. = 145.00

CONST. 34"x53" ERCP

FL 140.09

CONST. 34"x53" ERCP

FL 140.00

PGL @ DITCH RT

0.23%

PVI DITCH RT. STA. +26.37 EL. = 144.70

0.21%

CONST. 34"x53" ERCP

FL 139.92

END DITCH RT. STA. +75.00 EL. = 144.80

BEGIN DITCH RT. STA. +91.00 EL. = 144.00

CONST. 34"x53" ERCP

FL 139.84

DPI DITCH RT. STA. +50.00 EL. = 143.78

0.38%

CONST. 34"x53" ERCP

PGL @ DITCH RT

0.38%

FL 139.76

DPI DITCH RT. STA. +00.00 EL. = 143.59

0.38%

CONST. 34"x53" ERCP

1" = 40' Horizontal
1" = 4' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (6)

SHEET NO. 19

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

MATCH LINE - STATION 133+40.00

MATCH LINE - STATION 139+00.00

LEGEND:

- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT ROADWAY WIDENING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF ASPHALT REMOVAL
- 4" CONCRETE DITCH PAVEMENT

0 20 40

+07.68 LT.
END SPECIAL GUTTER PROFILE (WEST)

END MILLING AND RESURFACING
STA. 135+07.68
N = 1345571.14
E = 659383.91

+07.68 RT.
END SPECIAL GUTTER PROFILE (EAST)

+73.51, 11.00 RT.
END PAVEMENT WIDENING

CONST. 4" CONC. DITCH PAVEMENT PER FDOT INDEX 524-001 (TYP.) SEE TYPICAL SECTION DETAIL SHEET FOR LOCATION TABLE

CONST. 4" CONC SW

+11.57
19.59 LT.

+07.70
22.19 LT.

SAW CUT MATCH EXIST.

+87.94
19.65 LT.

CONST. 24.0 LF OF STEEL PIPE GUIDERAIL INDEX 515-080

EXISTING HEADWALL TO BE REMOVED

R/W LINE

S-35 S-36 S-37 S-38 S-39 S-40 S-41 S-42 ES-47

134 135 136 137 138

WABASH AVE.
N 00°20'31" W

EXIST. EOP

℄ CONST. WABASH AVE.

+18.68
15.61 RT.

+38.55
20.67 RT.

CONST. 81 LF OF 34"x53" ERCP

CONST. 85 LF OF 34"x53" ERCP

+38.47
34.85 RT.

+50.00
33.70 RT.

+72.87
35.42 RT.

+68.06
47.44 RT.

+50.00
37.50 RT.

EXIST. FENCE (TO BE REMOVED)

DITCH RT.

PROPOSED 6' FENCE TYPE B INDEX 550-002

PROPOSED LICENSE AGREEMENT

+72.87
60.42 RT.

+69.13
12" ASPH. DW

+80.00
24.64 RT.
END DITCH RT.

R/W LINE

CONST. 42 LF OF 18" RCP

EXISTING (2) 20"x28" CMP TO REMAIN, WESTERN PIPE TO BE PLUGGED

CONST. 78 LF OF 42" RCP

SEE GRADING DETAIL ABOVE AND SHEET NO. 134 FOR ADDITIONAL NOTES AND DETAILS FOR STRUCTURE S-39

DITCH RT.

+80.00
30.17 RT.
BEGIN DITCH RT.

DITCH RT.

CONST. 4" CONC SW

+81.00
29.60 RT.
END DITCH RT.

+16.04
30.19 RT.
BEGIN DITCH RT.

+05.79
30.19 RT.
END DITCH RT.

+93.87
12" ASPH. DW

CONST. 97 LF OF 18" RCP

EXISTING 18" CMP TO BE REMOVED

+16.63
29.42 RT.
BEGIN DITCH RT.

+85.52
21.22 RT.

DITCH RT.

CONST. 161 LF OF 18" RCP

+70.79
29.18 RT.
END DITCH RT.

+81.04
29.24 RT.
BEGIN DITCH RT.

DITCH RT.

STEEL PIPE GUIDERAIL INDEX 515-080

146.38

143.31 143.31

3'x6' SLOT 3'x6' SLOT

141.31 141.31

1:1.5 1:1.5

3' 1' 1' 3'

CONST. CONC. DITCH PAVEMENT

FRONT ELEVATION

STEEL PIPE GUIDERAIL INDEX 515-080

146.49 146.50 146.38

2.0%

CONC. SIDEWALK

EXIST. R/W

143.31

1:1.5 1:3

141.31

EXIST. GROUND

3' CONST. CONC. DITCH PAVEMENT

SIDE ELEVATION

S-39 GRADING DETAIL

N.T.S.

148 144 140 136

134+00 135+00 136+00 137+00 138+00 139+00

DPI DITCH RT.
STA. +50.00
EL. = 143.40

PGL @ DITCH RT

0.92%

CONST. 34"x53" ERCP

FL 139.68

CONST. 34"x53" ERCP

END DITCH RT.
STA. +80.00
EL. = 142.20

CONST. 42" RCP

FL 139.60

FL 139.53

END DITCH RT.
STA. +05.79
EL. = 144.47

EXIST. GRADE @ ℄ CONST. WABASH AVE.

PGL @ DITCH RT

BEGIN DITCH RT.
STA. +80.00
EL. = 144.79

-1.23%

FL 141.70

BEGIN DITCH RT.
STA. +16.04
EL. = 144.30

FL 141.90

CONST. 18" RCP

PGL @ DITCH RT

END DITCH RT.
STA. +81.00
EL. = 145.60

2.00%

CONST. 18" RCP

FL 142.50

FL 143.10

BEGIN DITCH RT.
STA. +16.63
EL. = 145.80

1.48%

PGL @ DITCH RT

BEGIN DITCH RT.
STA. +81.04
EL. = 147.92

END DITCH RT.
STA. +70.79
EL. = 148.09

1.71%

CONST. 18" RCP

FL 144.57

1" = 40' Horizontal
1" = 4' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (7)

SHEET NO. 20

LEGEND:

- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002
- 4" CONCRETE DITCH PAVEMENT

MATCH LINE - STA. 139+00.00

+24.31, 11.38 RT.
END TYPE F C&G
BEGIN VALLEY GUTTER

R/W LINE

+37.60
34.71 LT.

+37.60
24.71 LT.

+87.27, 11.39 RT.
END VALLEY GUTTER
BEGIN TYPE E C&G

R/W LINE

R/W LINE

+28.10
24.75 LT.

ELIZABETH ST.

R/W LINE

+68.15
24.76 LT.

END PROJECT
END CONSTRUCTION
STA. 143+46.37
N = 1346409.82
E = 659378.91

R/W LINE

0 20 40

35'

70'

35'

25'

50'

25'

139 140 141 142 143 144

EXIST. EOP

WABASH AVE.

+31.39
21.29 RT.

5'

5'

S-43

CR-F

CR-F (MOD.)

CONST. 143 LF
TYPE E C&G

N 00°20'31" W

℄ CONST. WABASH AVE.

CR-G

DITCH RT.

R/W LINE

CONST. 4" CONC SW

+12.84
35.30 RT.

+16.47
29.02 RT.
END DITCH RT

+42.27, 26.74 RT.
END TYPE F C&G
EI. 152.56
(MATCH EXIST.)

+67.36, 21.96 RT.
BEGIN TYPE E C&G
EI. 152.48
(MATCH EXIST.)

+62.77
22.95 RT.

EXISTING 15"x21" CMP
TO BE REMOVED

1'

5'

EXISTING 15"x21" CMP
TO BE REMOVED

+09.53, 11.19 RT.
END CURB TRANSITION
SAW CUT MATCH EXIST. TYPE F CURB

+06.53, 11.13 RT.
END TYPE E C&G
BEGIN CURB TRANSITION

R/W LINE

+36.76
23.57 RT.

CONST. 4" CONC SW

+86.78
25.22 RT.

R/W LINE

WAYMAN ST.

R/W LINE

R/W LINE

W. HICKORY ST.

R/W LINE

SEE INTERSECTION DETAILS (6)

SEE INTERSECTION DETAILS (6)

EXIST. GRADE @
℄ CONST. WABASH AVE.

PGL @ DITCH RT

1.71%

END DITCH RT.
STA. +16.47
EL. = 150.24

154 150 146 142

139+00 140+00 141+00 142+00 143+00 144+00

1" = 40' Horizontal
1" = 4' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

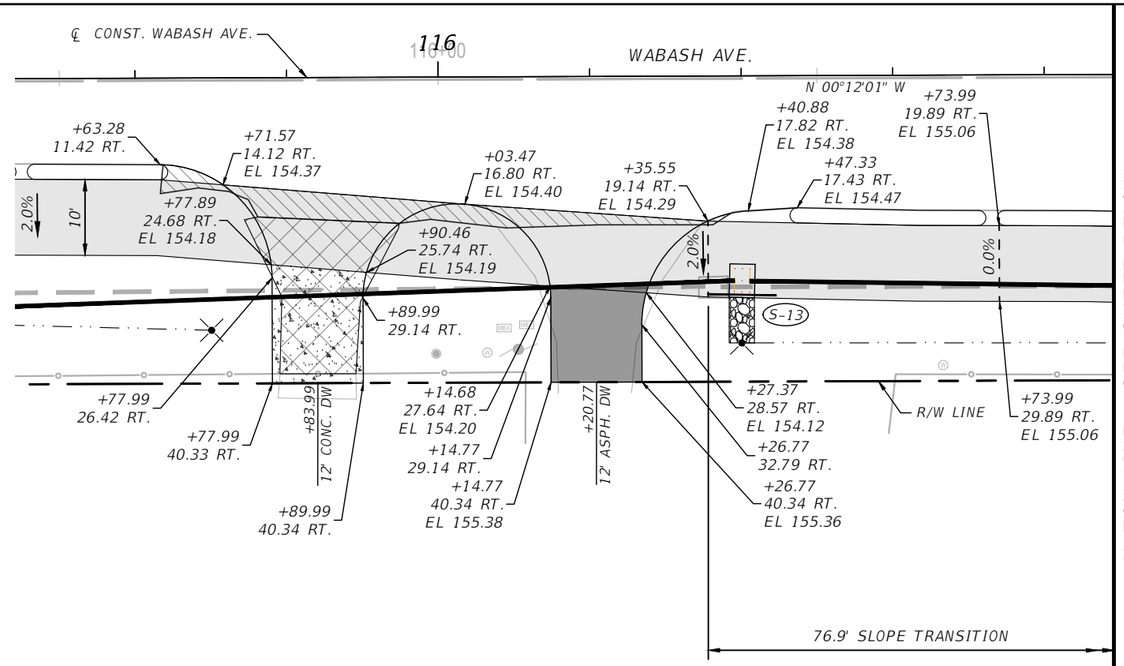
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (8)

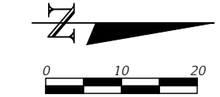
SHEET NO. 21

LEGEND:

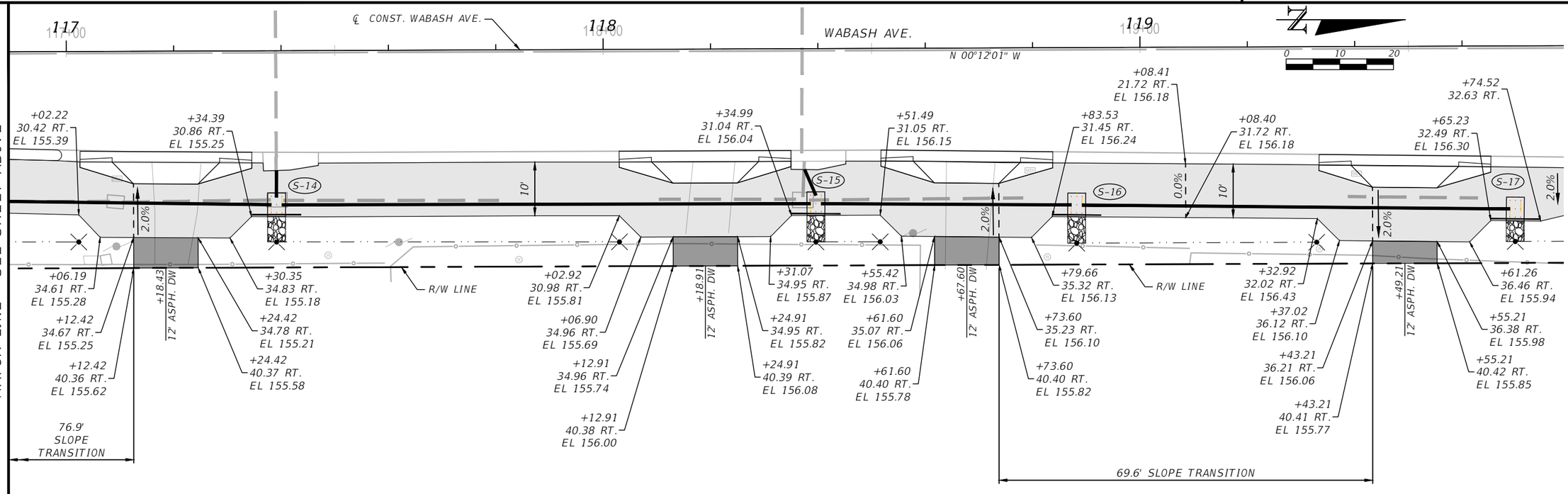
- LIMITS OF SHARED USE PATH
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- LIMITS OF CONCRETE DITCH PAVEMENT



MATCH LINE - SEE SHEET BELOW



MATCH LINE - SEE SHEET ABOVE



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

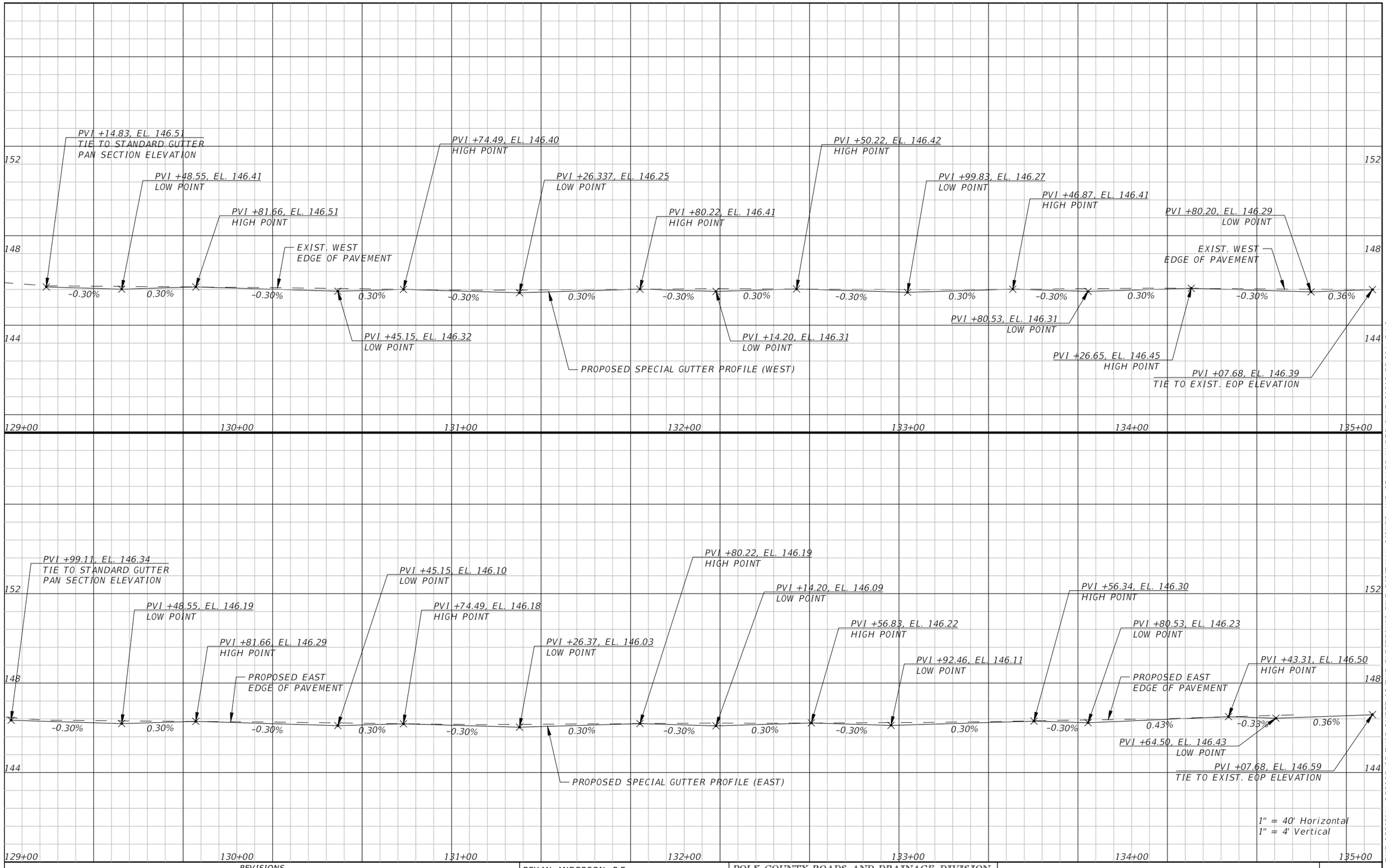
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SPECIAL DETAIL SHEET
DRIVEWAY LOCATION

SHEET NO. 22



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SPECIAL PROFILE

SHEET NO. 23

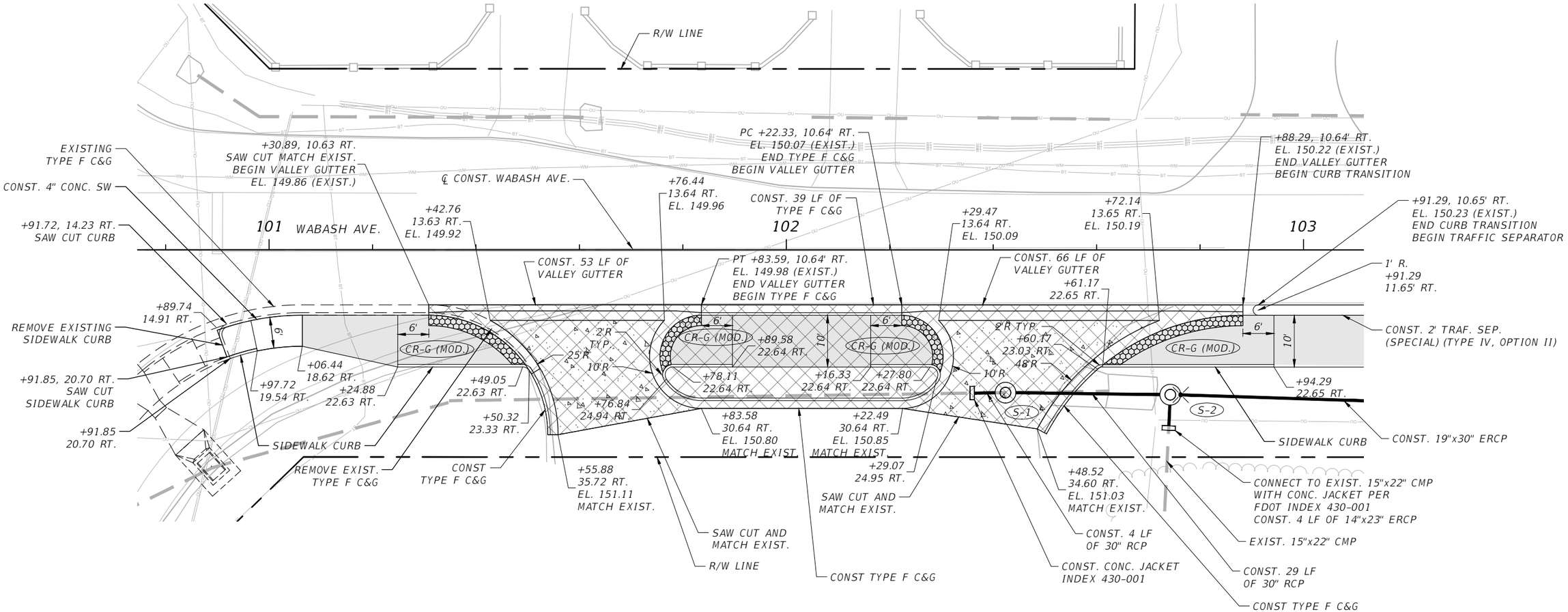
James Greene 4/19/2022 4:10:23 PM P:\PR58964\44184715201\Roadway\PROFRD01.dwg

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

N

0 10 20



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

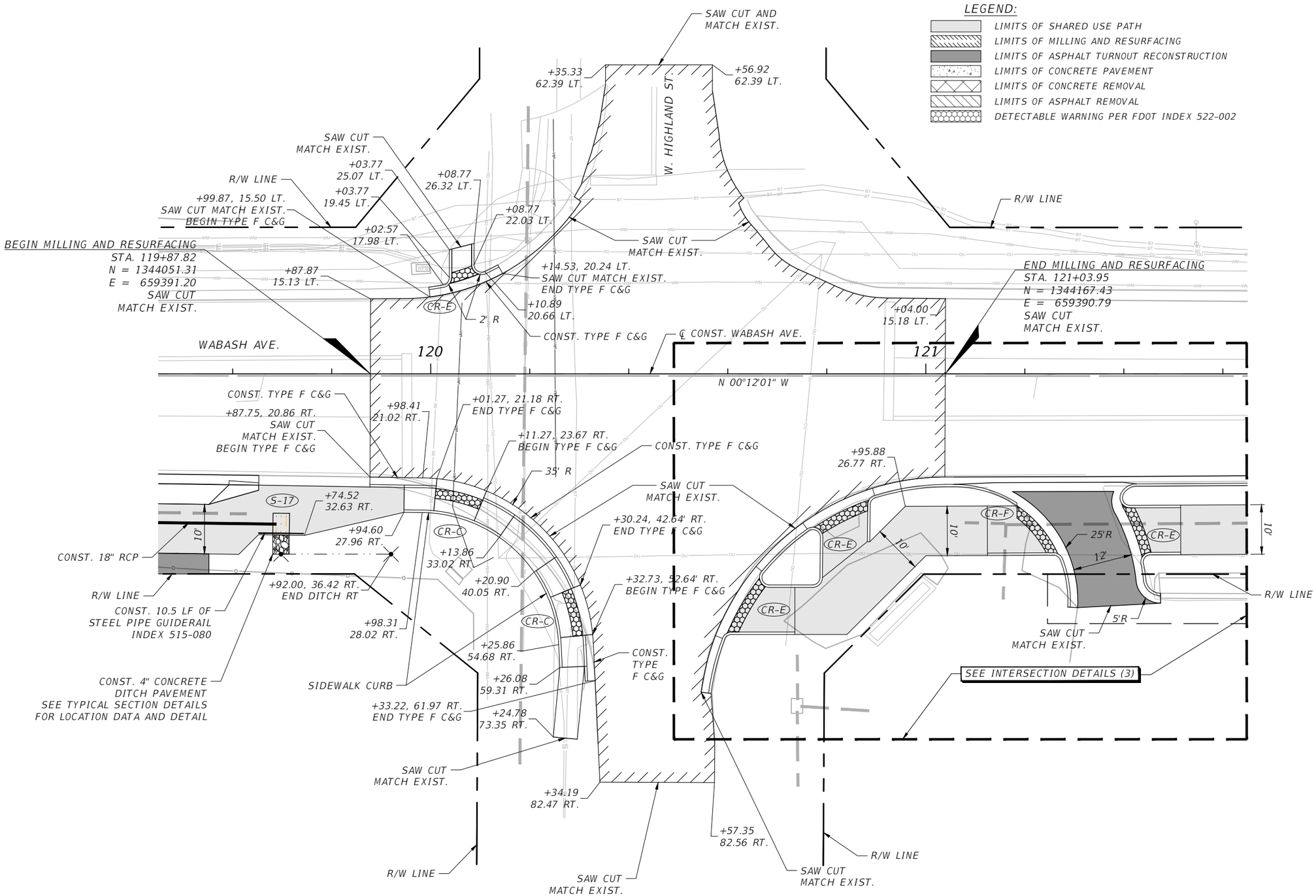
INTERSECTION DETAILS (1)

SHEET NO. 24

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 4/19/2022 4:10:37 PM

P:\PR58964\44184715201\Roadway\INTDRD01.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

INTERSECTION DETAILS (2)

SHEET NO. 25

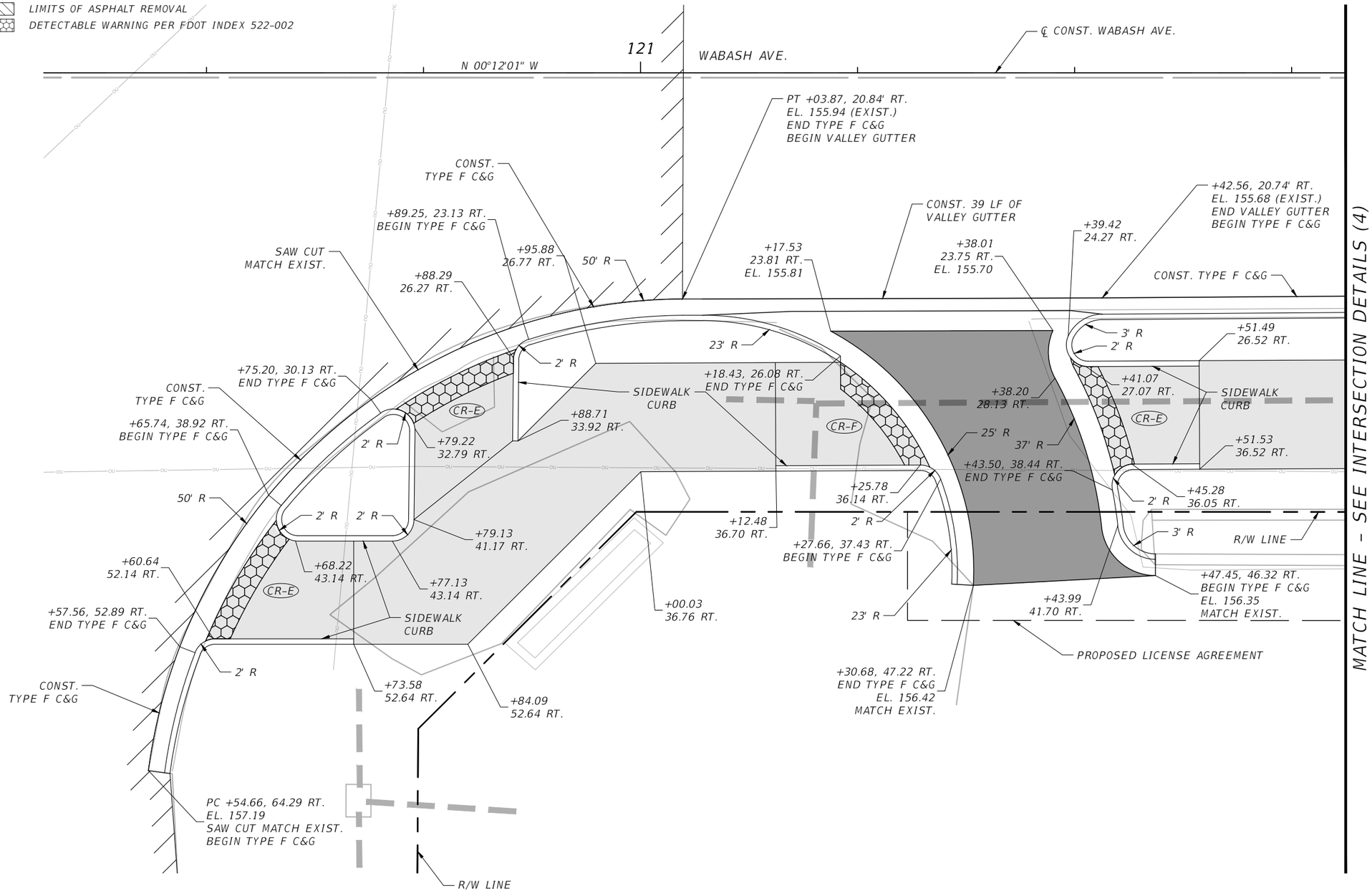
James Greene 4/19/2022 4:10:44 PM

P:\PR58964\44184715201\Roadway\INTDRD01.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002



0 5 10

MATCH LINE - SEE INTERSECTION DETAILS (4)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

INTERSECTION DETAILS (3)

SHEET NO. 26

James Greene 4/19/2022 4:10:50 PM

P:\PR58964\44184715201\Roadway\INTDRD01.dwg

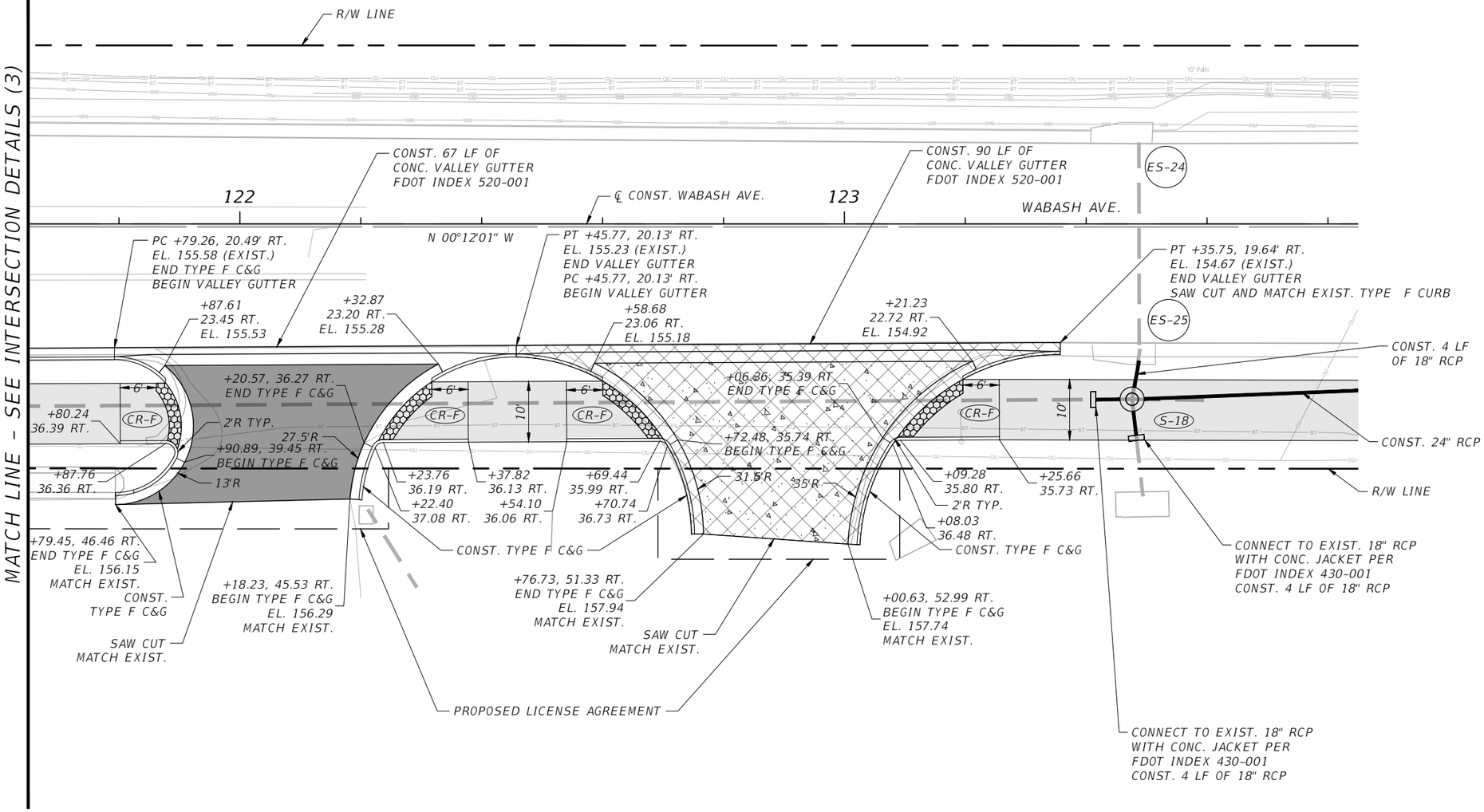
LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

N

0 10 20

MATCH LINE - SEE INTERSECTION DETAILS (3)



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

INTERSECTION DETAILS (4)

SHEET NO. 27

James Greene 4/19/2022 4:10:56 PM

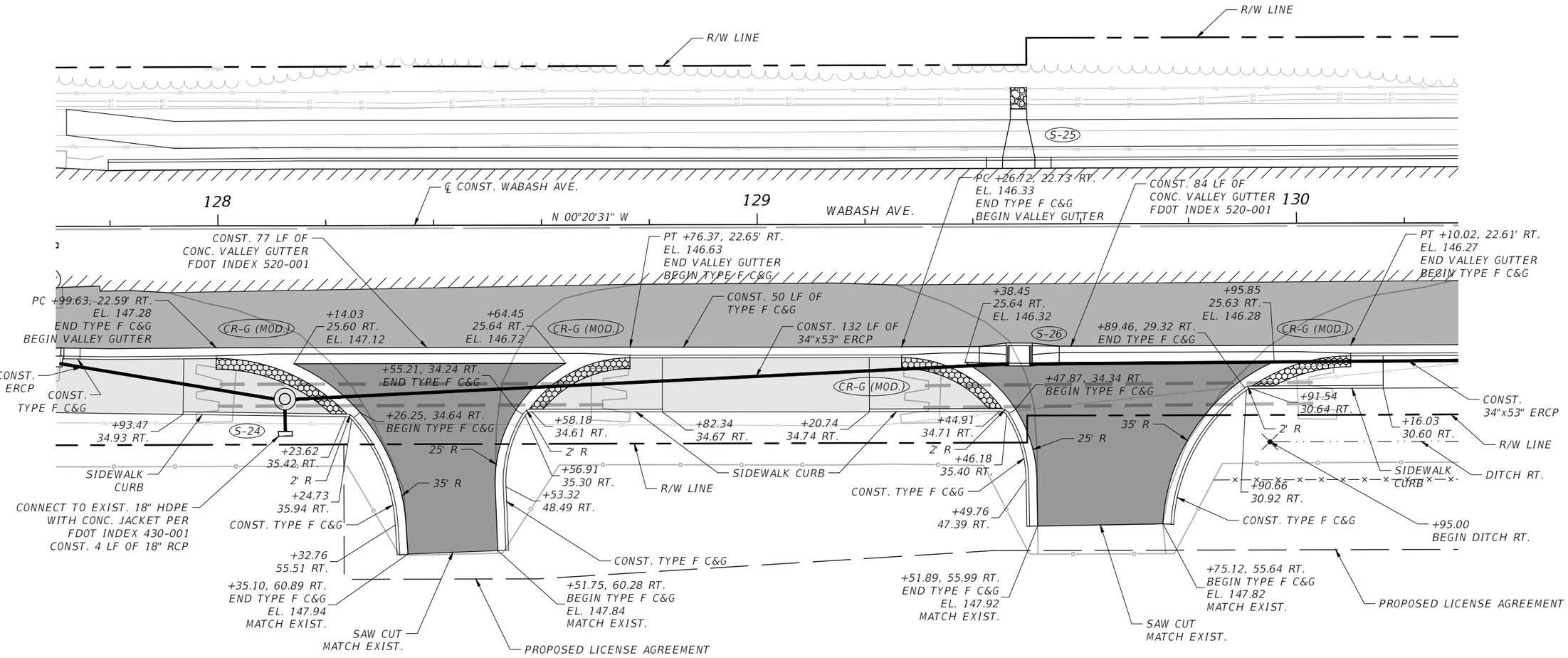
P:\PR58964\44184715201\Roadway\INTDRD01.dwg

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT ROADWAY WIDENING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

N

0 10 20



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

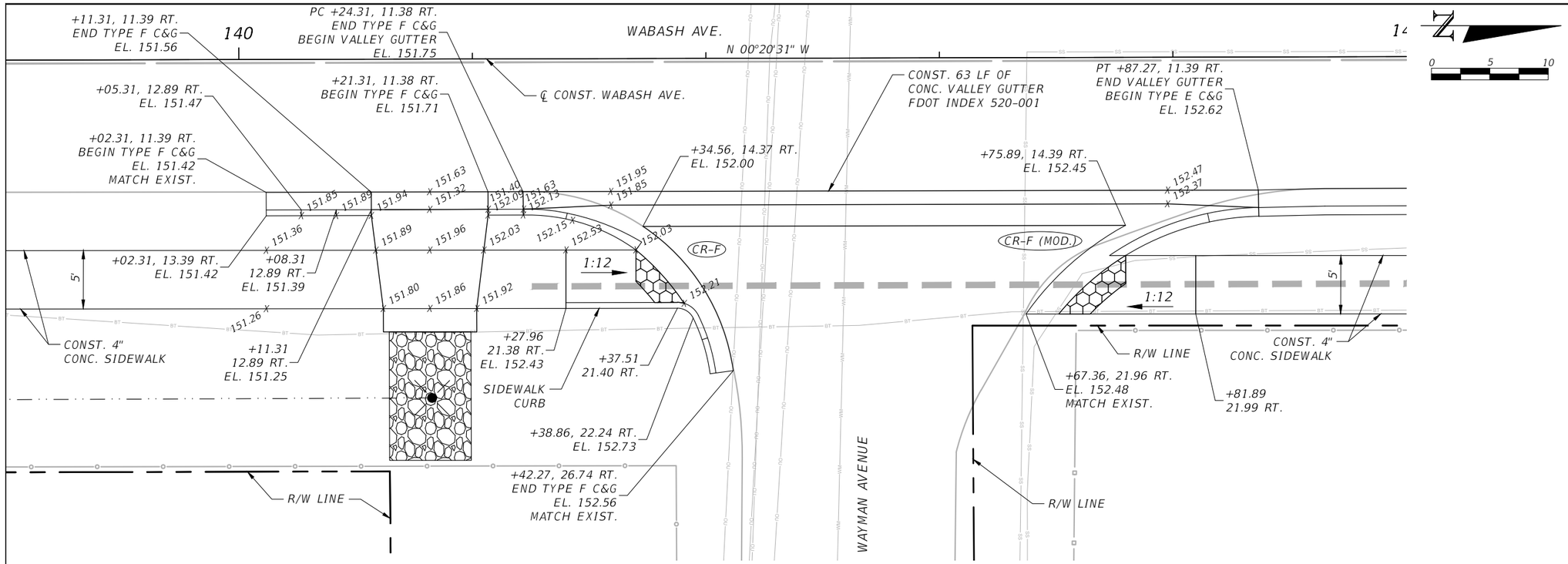
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

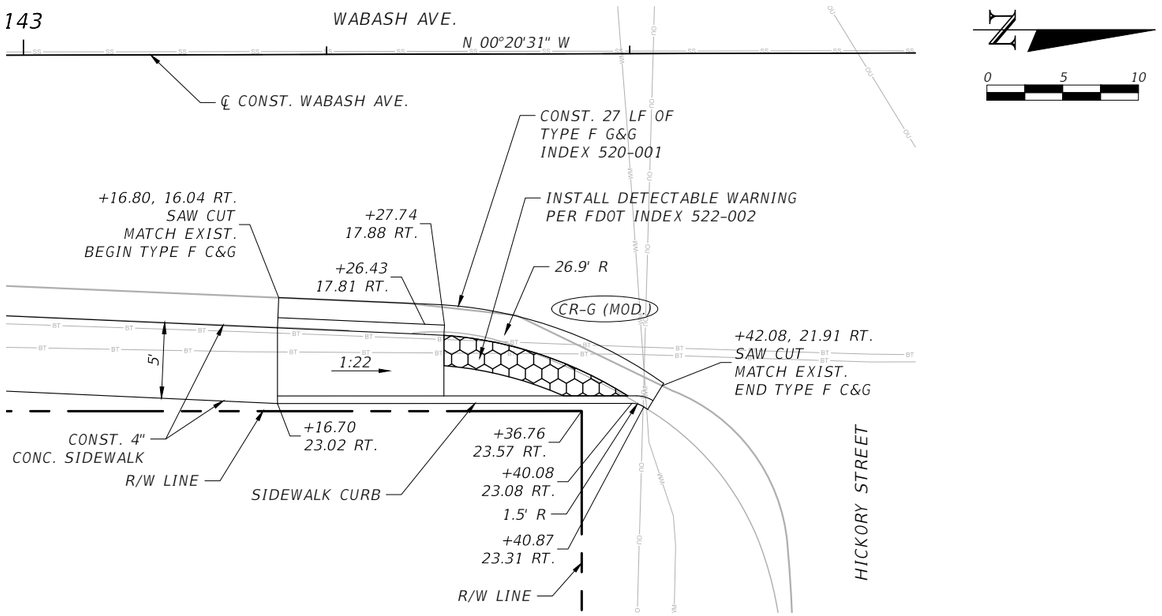
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

INTERSECTION DETAILS (5)

SHEET NO. 28

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.





LEGEND:

- CONCRETE DITCH PAVEMENT PER FDOT INDEX 524-001
- DETECTABLE WARNING PER FDOT INDEX 522-002
- x 151.96 PROPOSED SPOT ELEVATION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

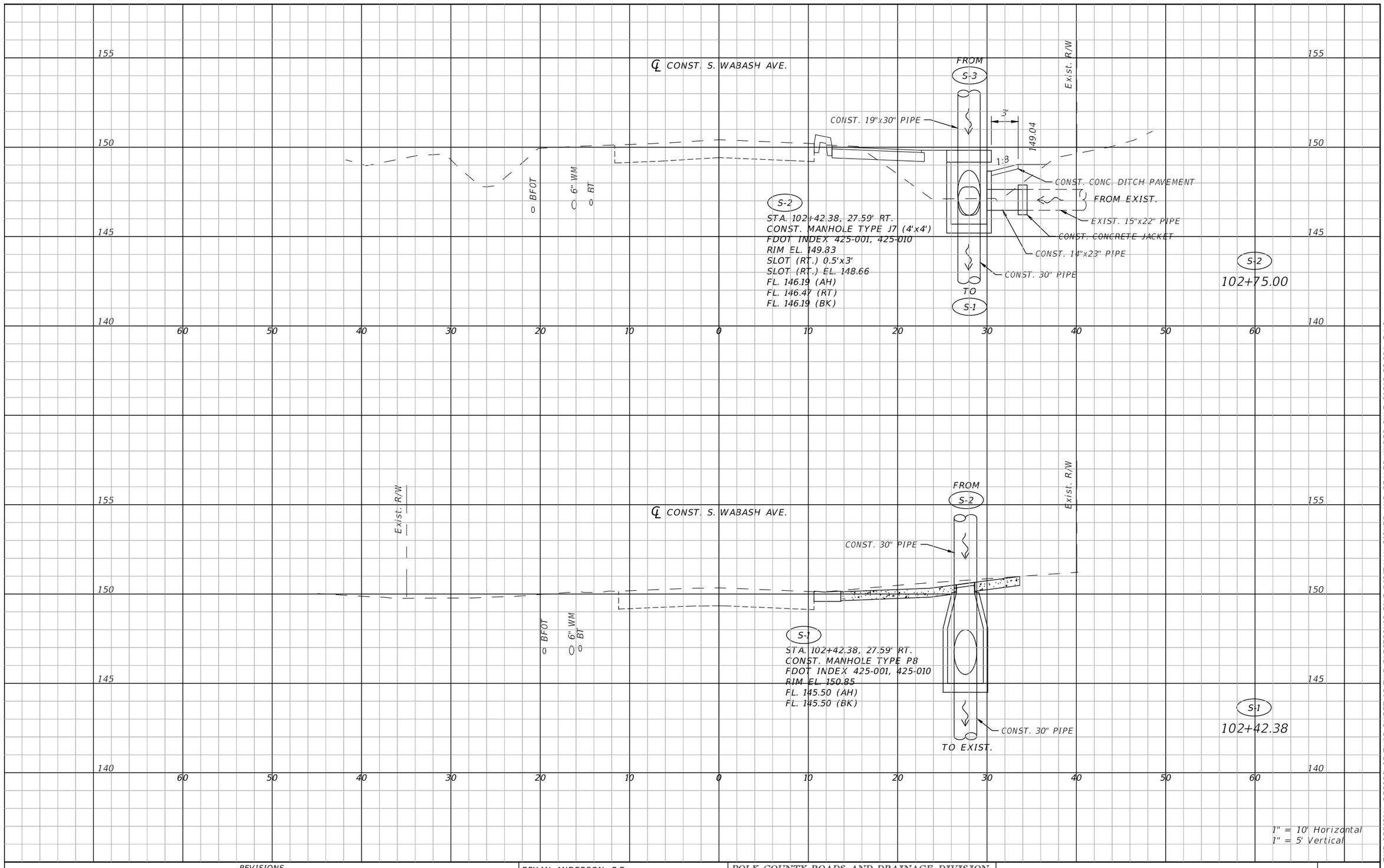
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

INTERSECTION DETAILS (6)

SHEET NO. 29

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

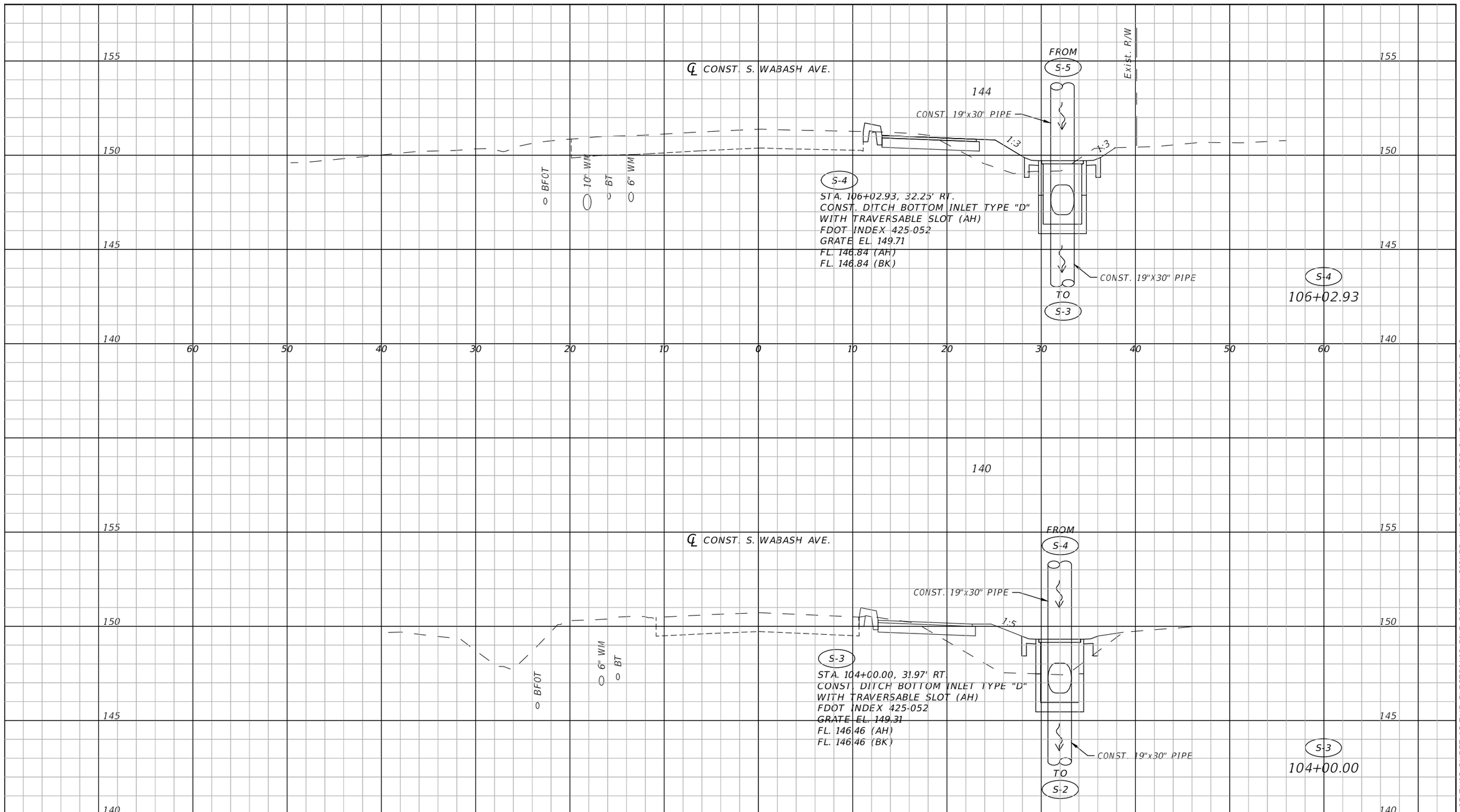
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (1)

SHEET NO. 30

James Greene 4/19/2022 4:11:22 PM

P:\PR58964\44184715201\Drainage\DRXSRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

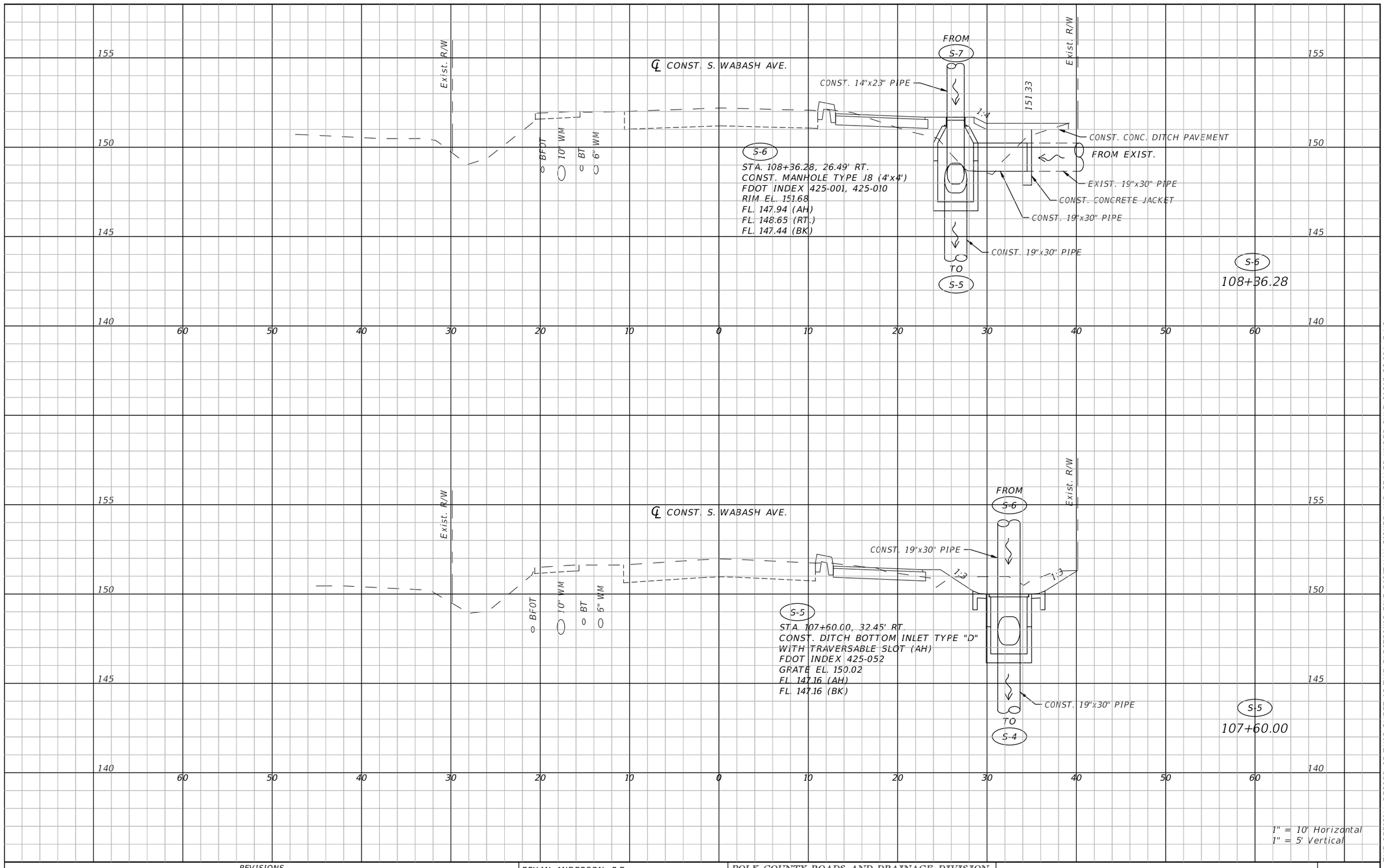
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (2)

SHEET NO. 31

James Greene 4/19/2022 4:11:30 PM

P:\PR58964\44184715201\Drainage\DRXSRD01.dwg



1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

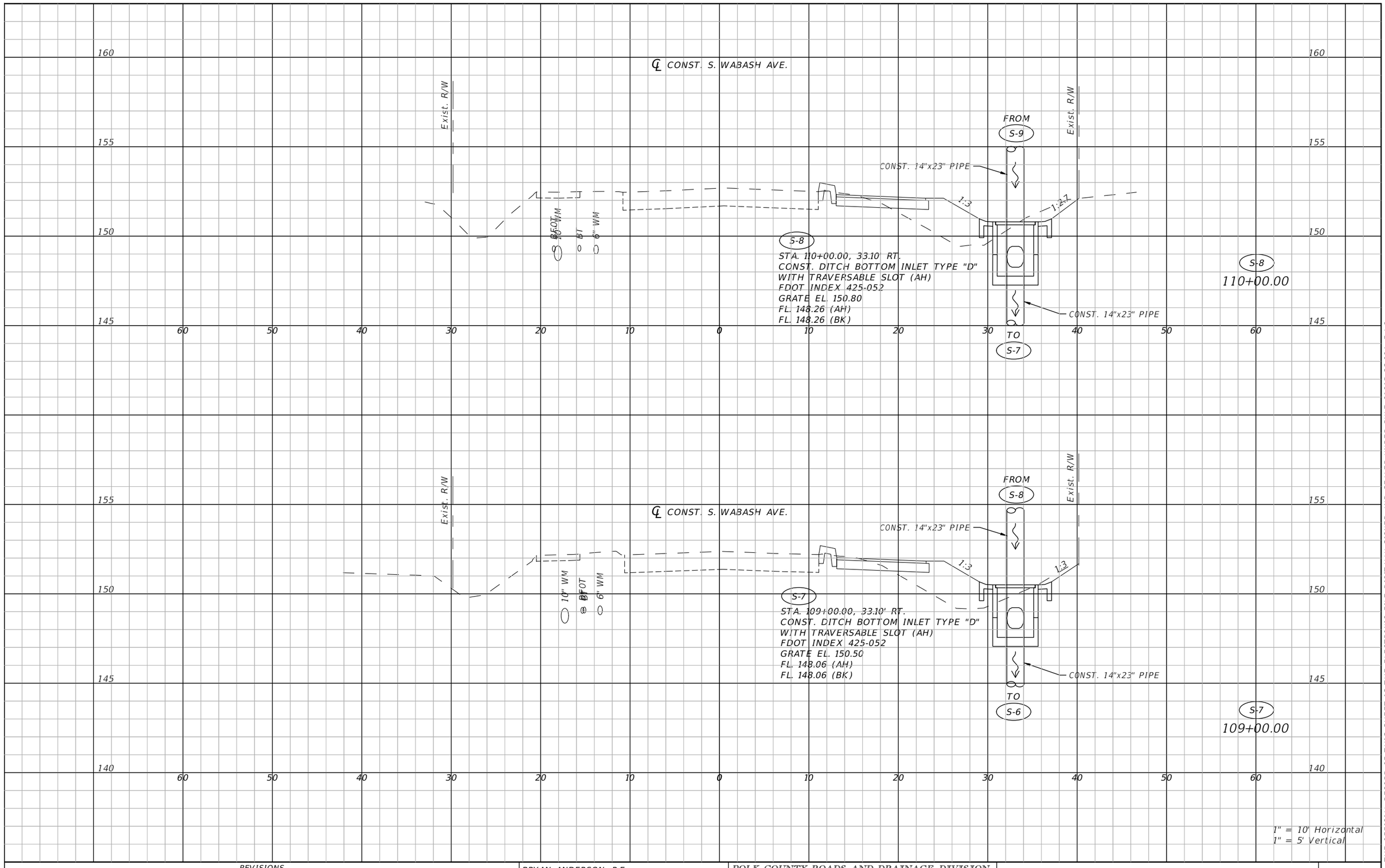
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (3)

SHEET NO. 32

James Greene 4/19/2022 4:11:37 PM

P:\PR58964\44184715201\Drainage\DRXSRD01.dwg



1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

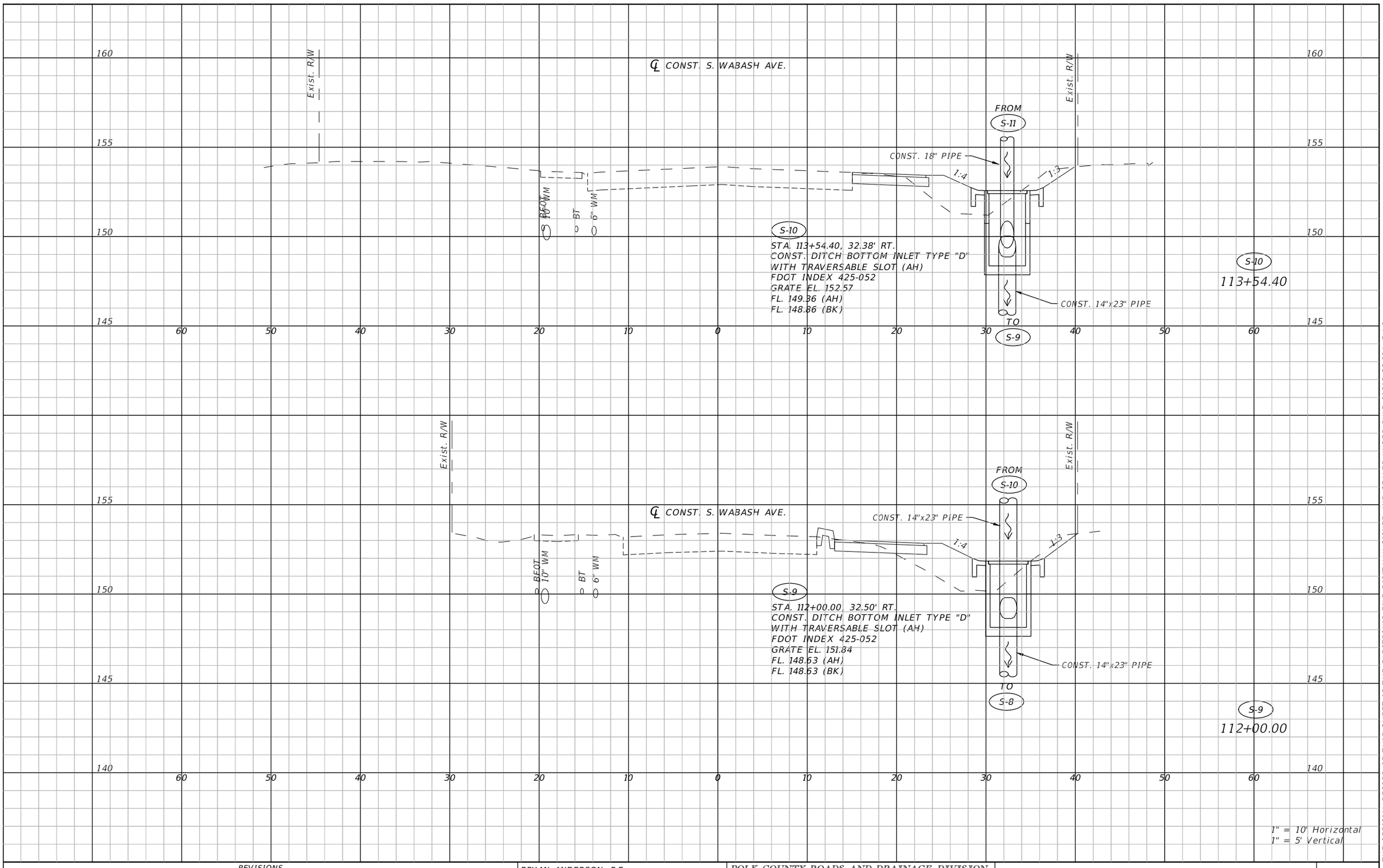
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (4)

SHEET NO. 33

James Greene 4/19/2022 4:11:45 PM

P:\PR58964\44184715201\Drainage\DRXSRD01.dwg



1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

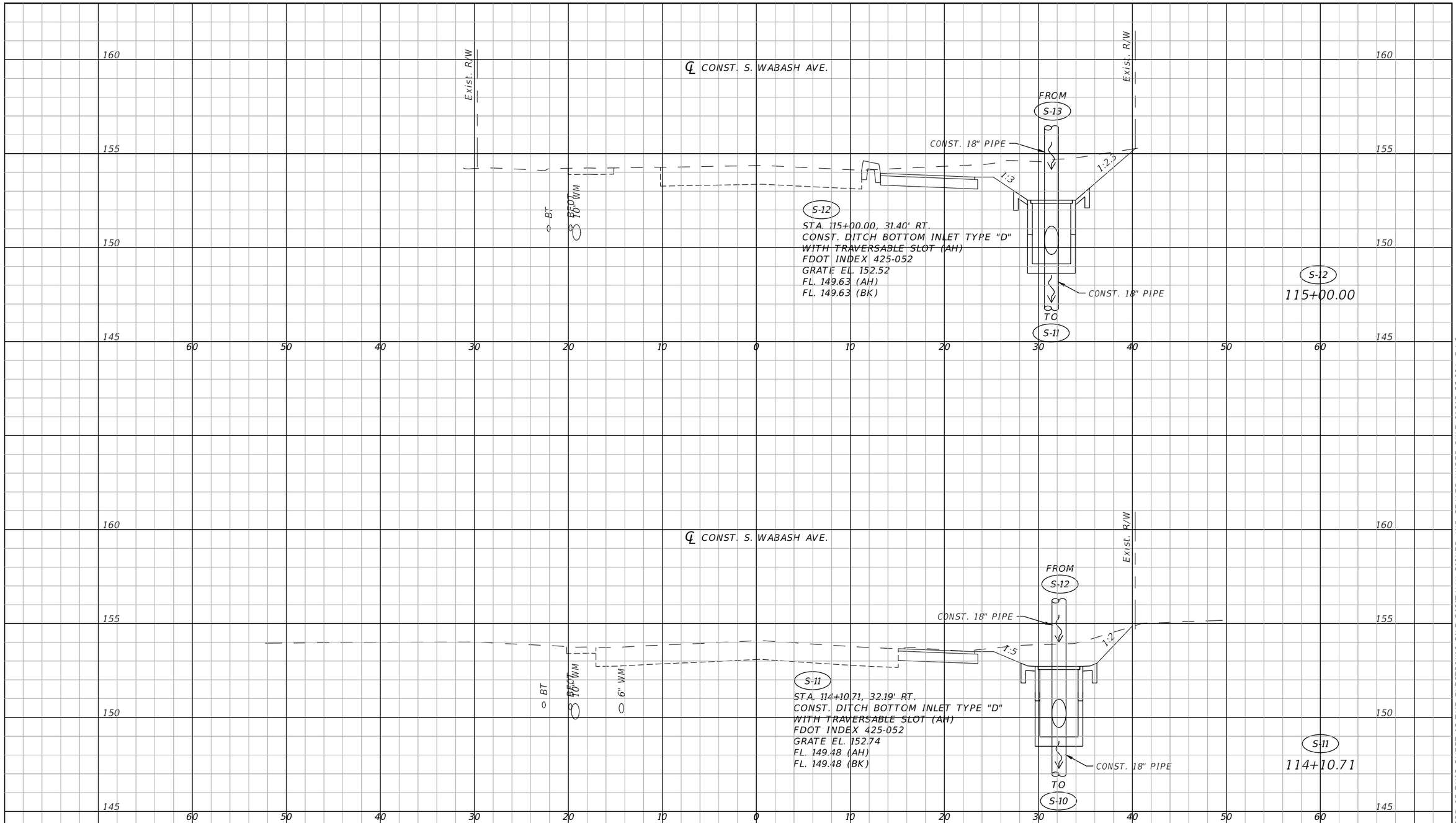
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (5)

SHEET NO. 34

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

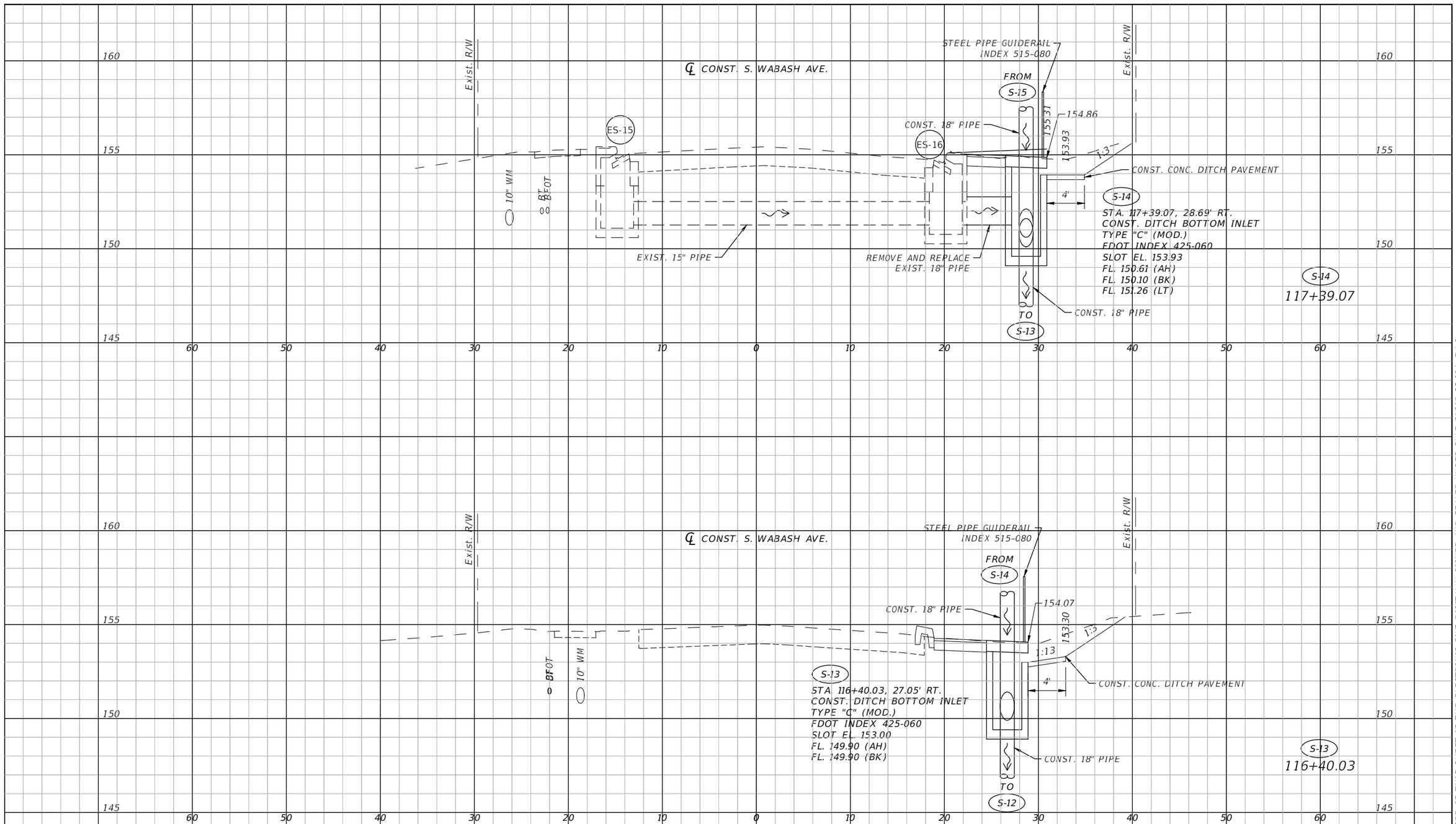
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (6)

SHEET NO. 35

James Greene 4/19/2022 4:11:59 PM

P:\PR58964\44184715201\Drainage\DRXSRD01.dwg



1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

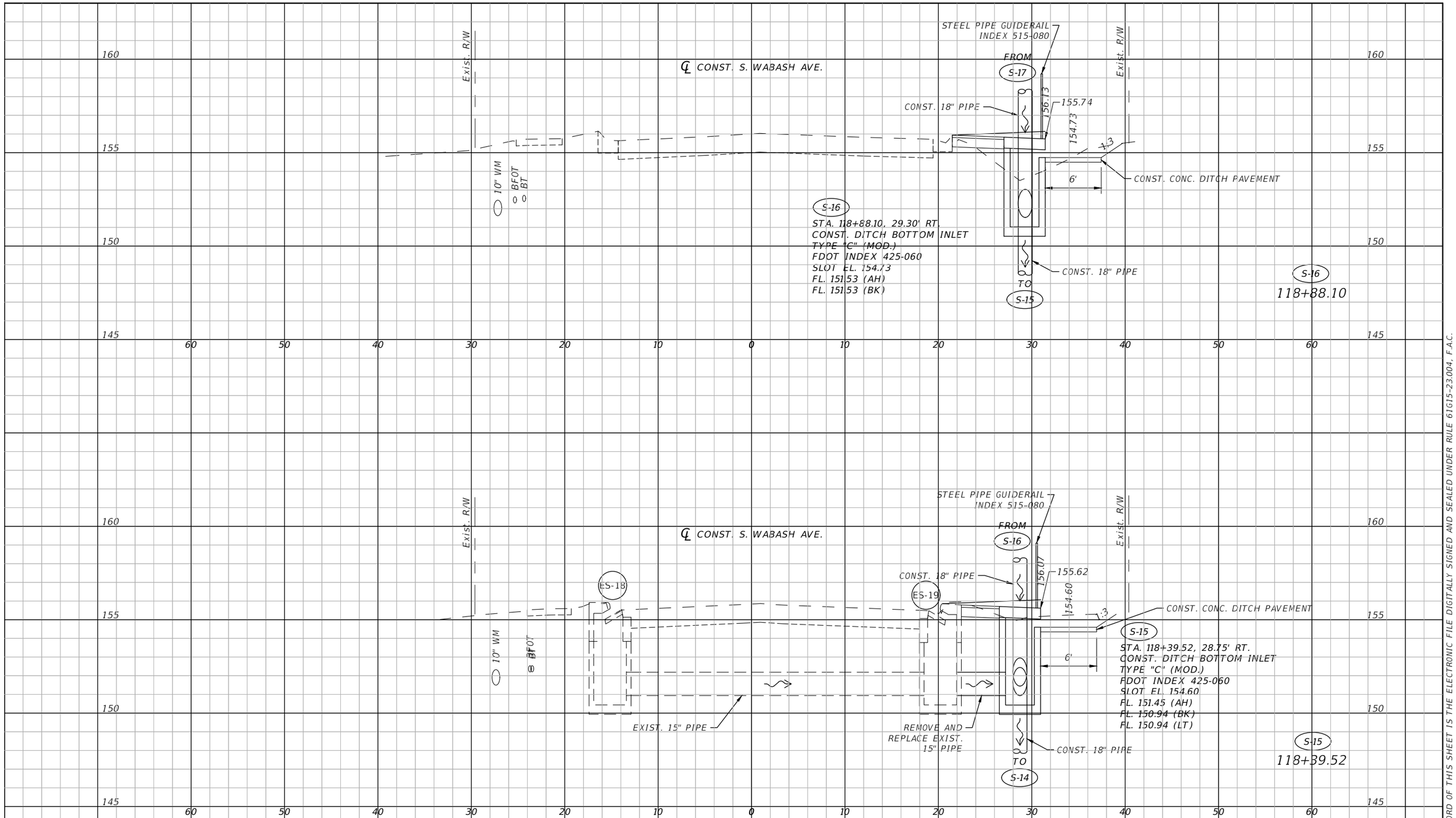
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (7)

SHEET NO. 36

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

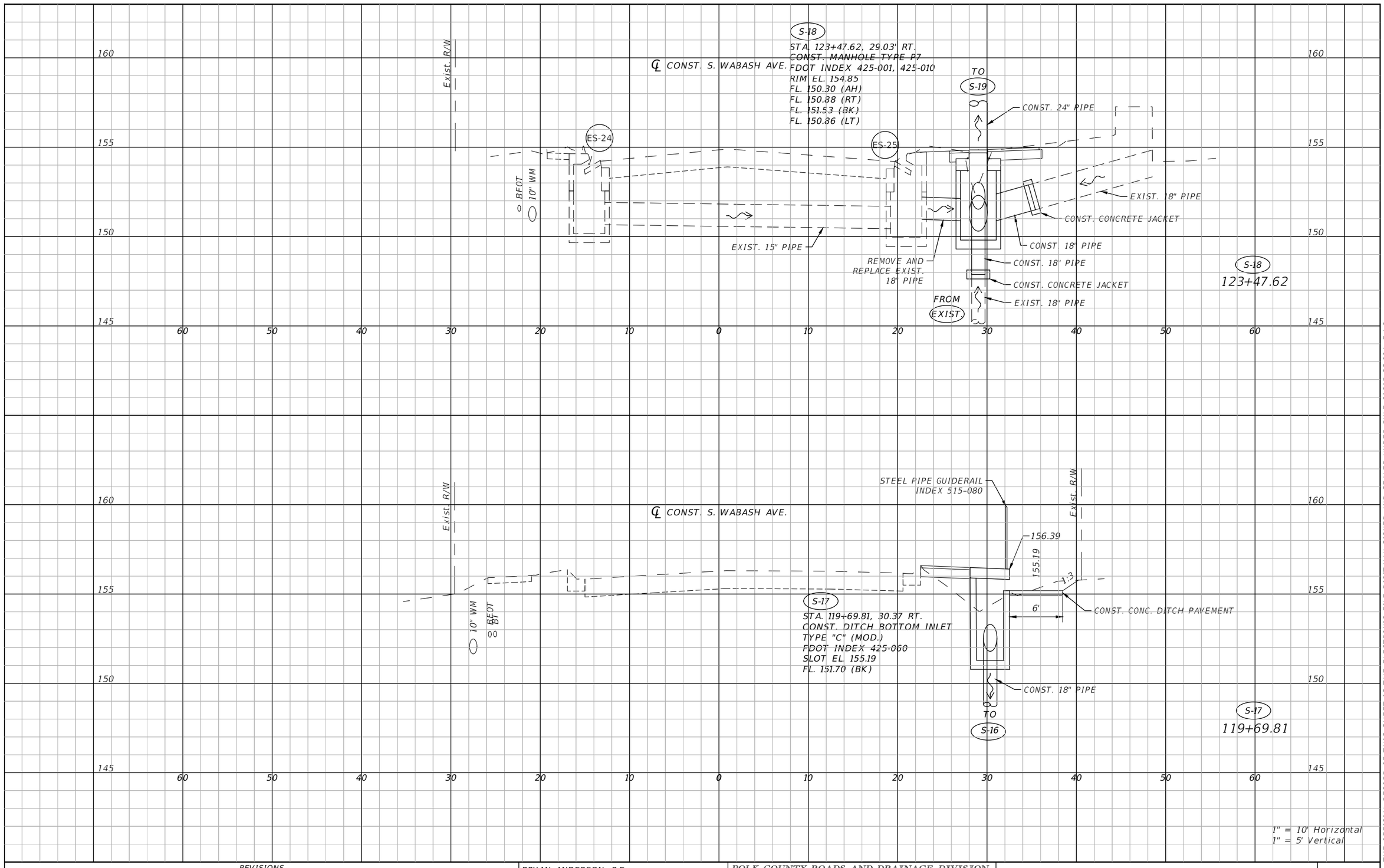
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (8)

SHEET NO. 37

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

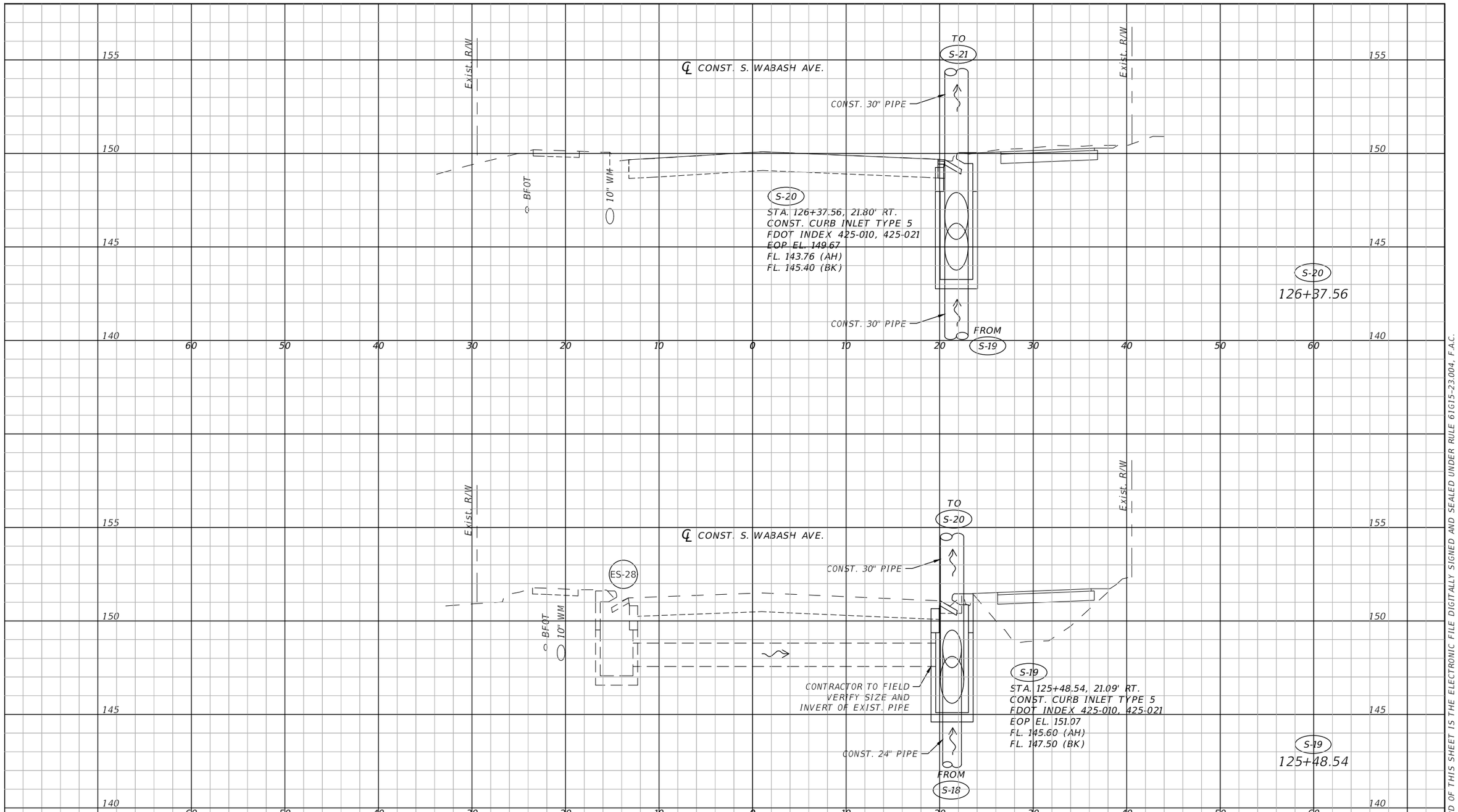
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (9)

SHEET NO. 38

James Greene 4/19/2022 4:12:22 PM

P:\PR58964\44184715201\Drainage\DRXSRD01.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

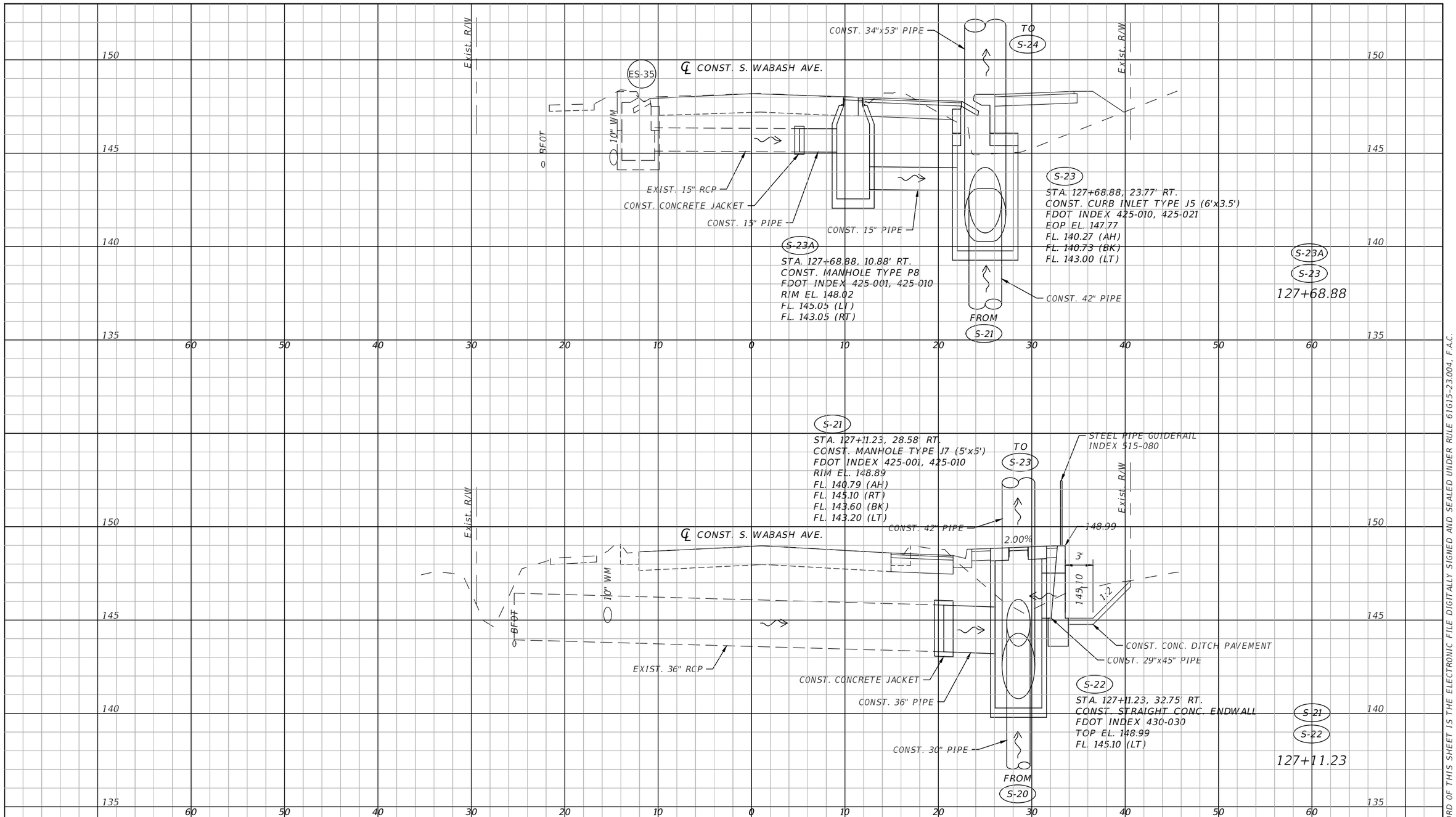
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (10)

SHEET NO. 39

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

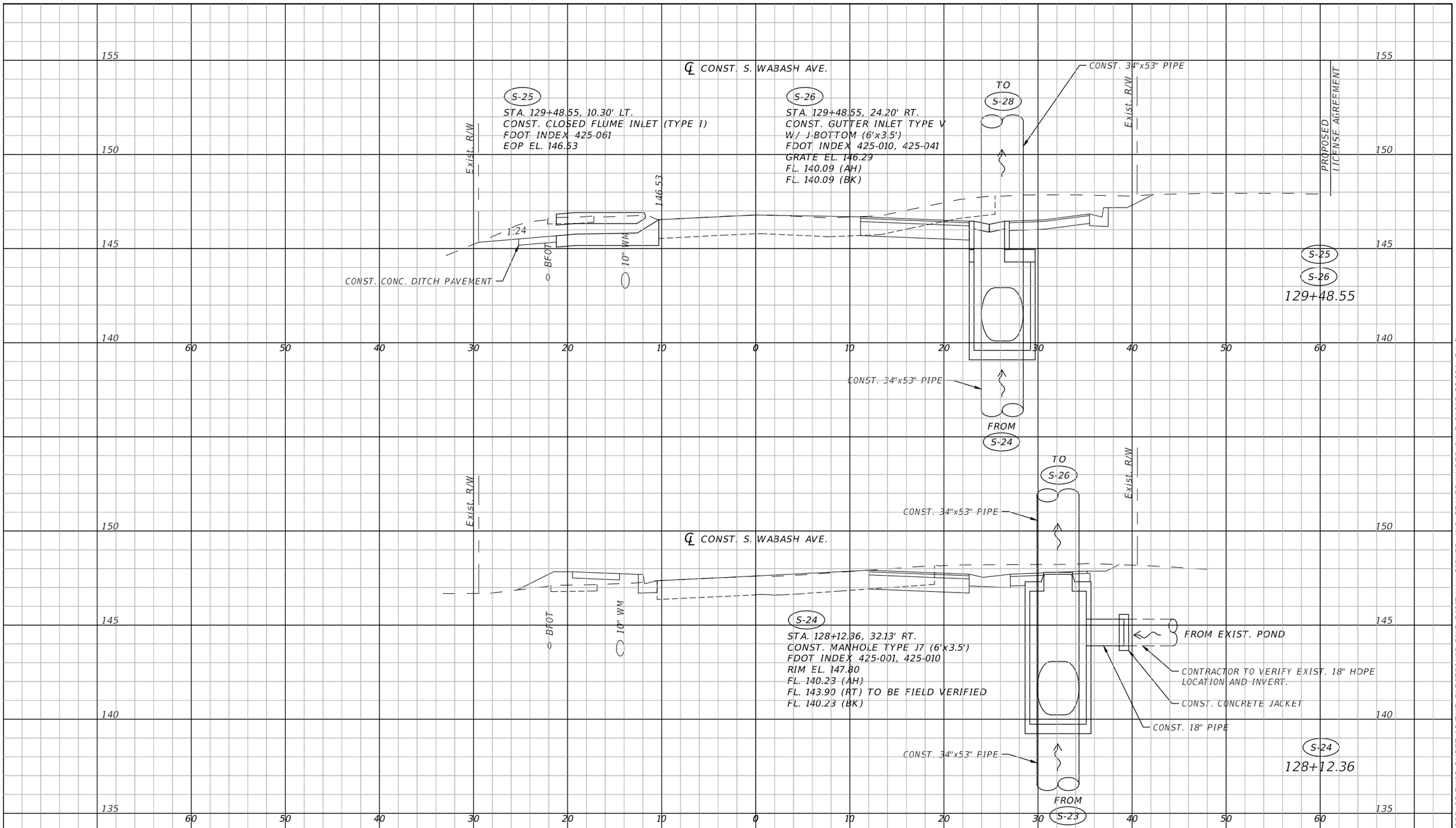
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (11)

SHEET NO. 40



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

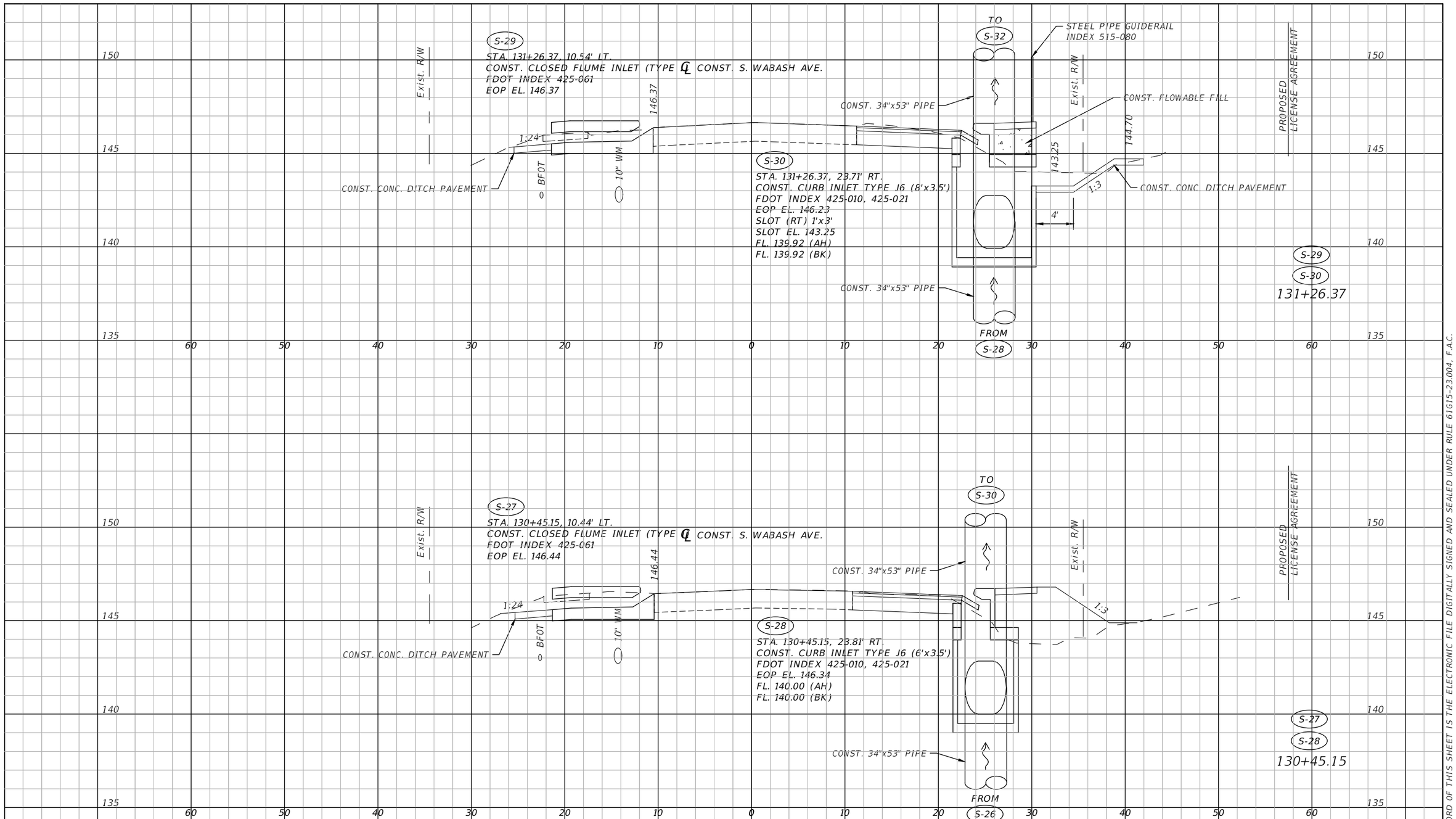
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (12)

SHEET NO. 41

James Greene 4/19/2022 4:12:43 PM

P:\PR58964\44184715201\Drainage\DRXSRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

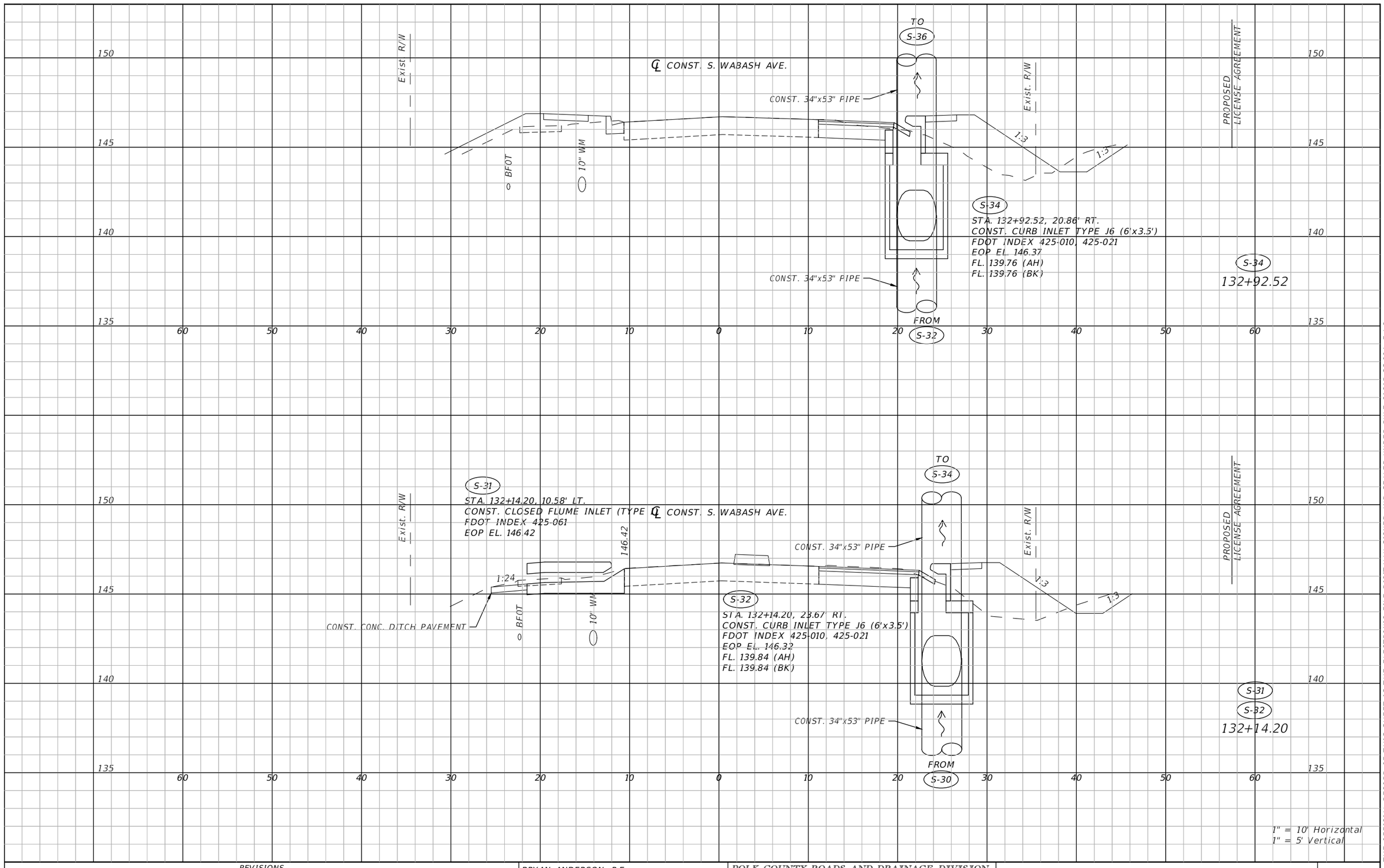
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (13)

SHEET NO. 42



1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

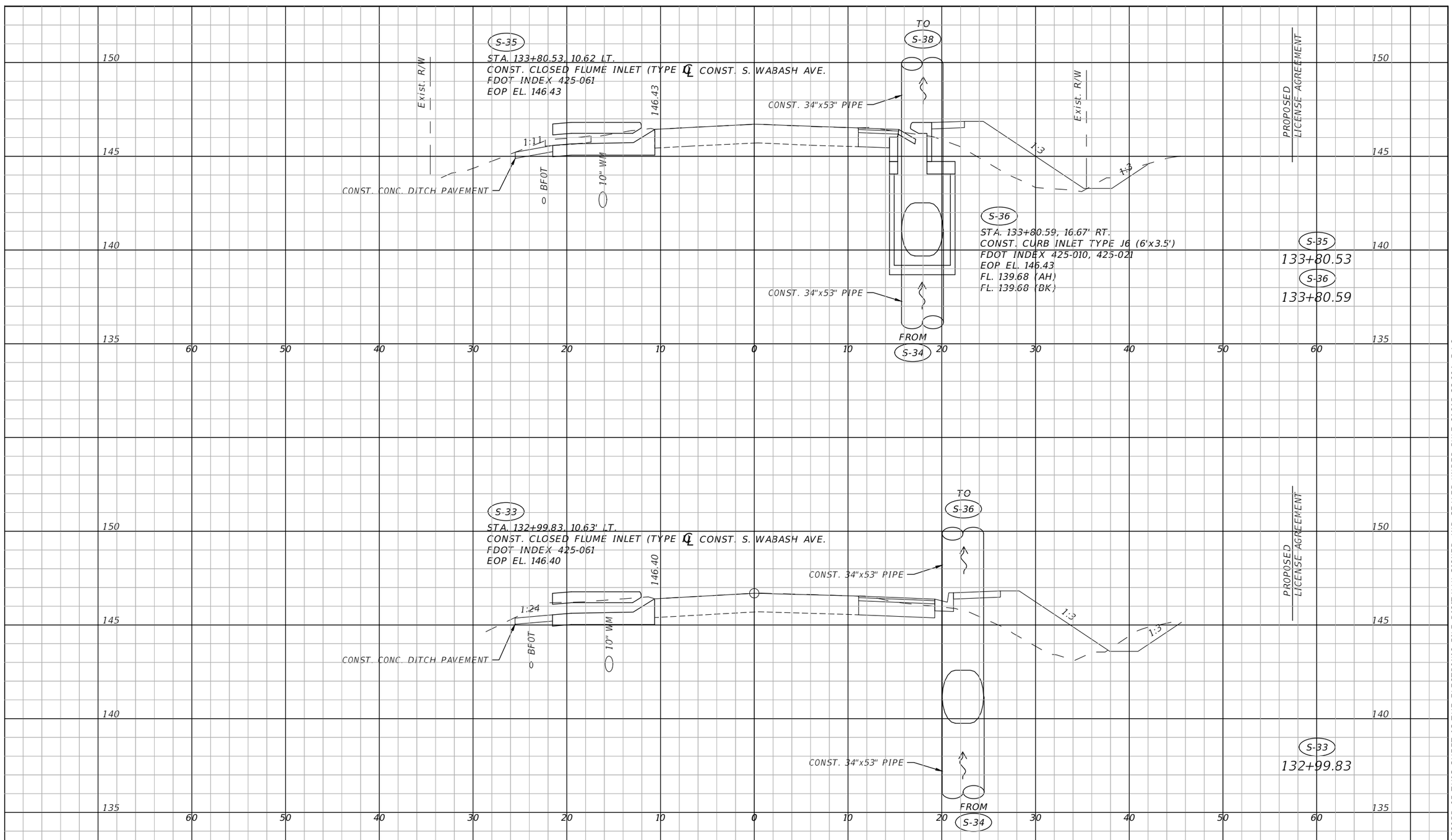
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (14)

SHEET NO. 43

James Greene 4/19/2022 4:12:59 PM

P:\PR58964\44184715201\Drainage\DRXSRD01.dwg



THIS IS THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

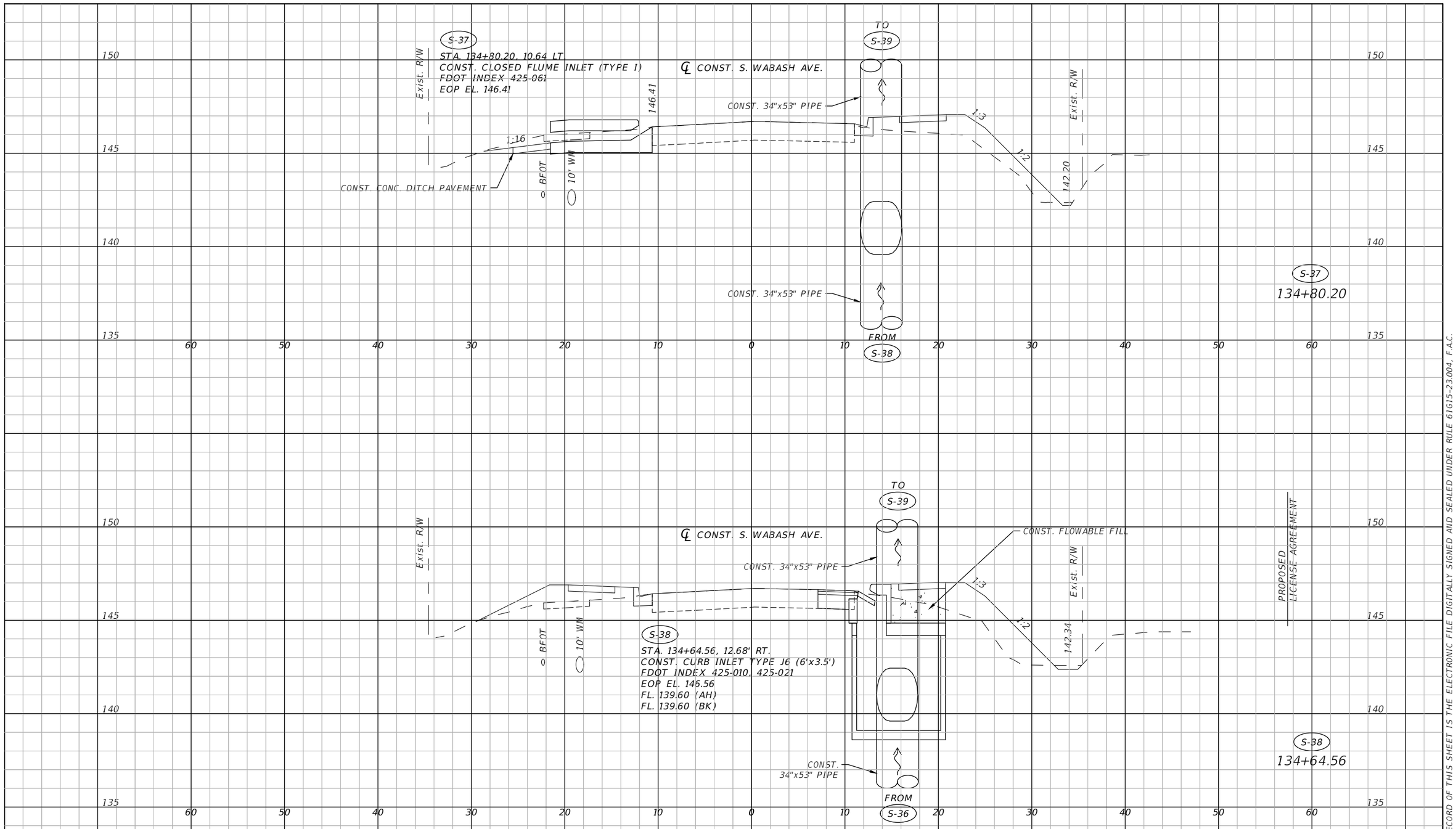
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (15)

SHEET NO. 44

James Greene 4/19/2022 4:13:07 PM P:\PR58964\44184715201\Drainage\DRXSRD01.dwg



1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

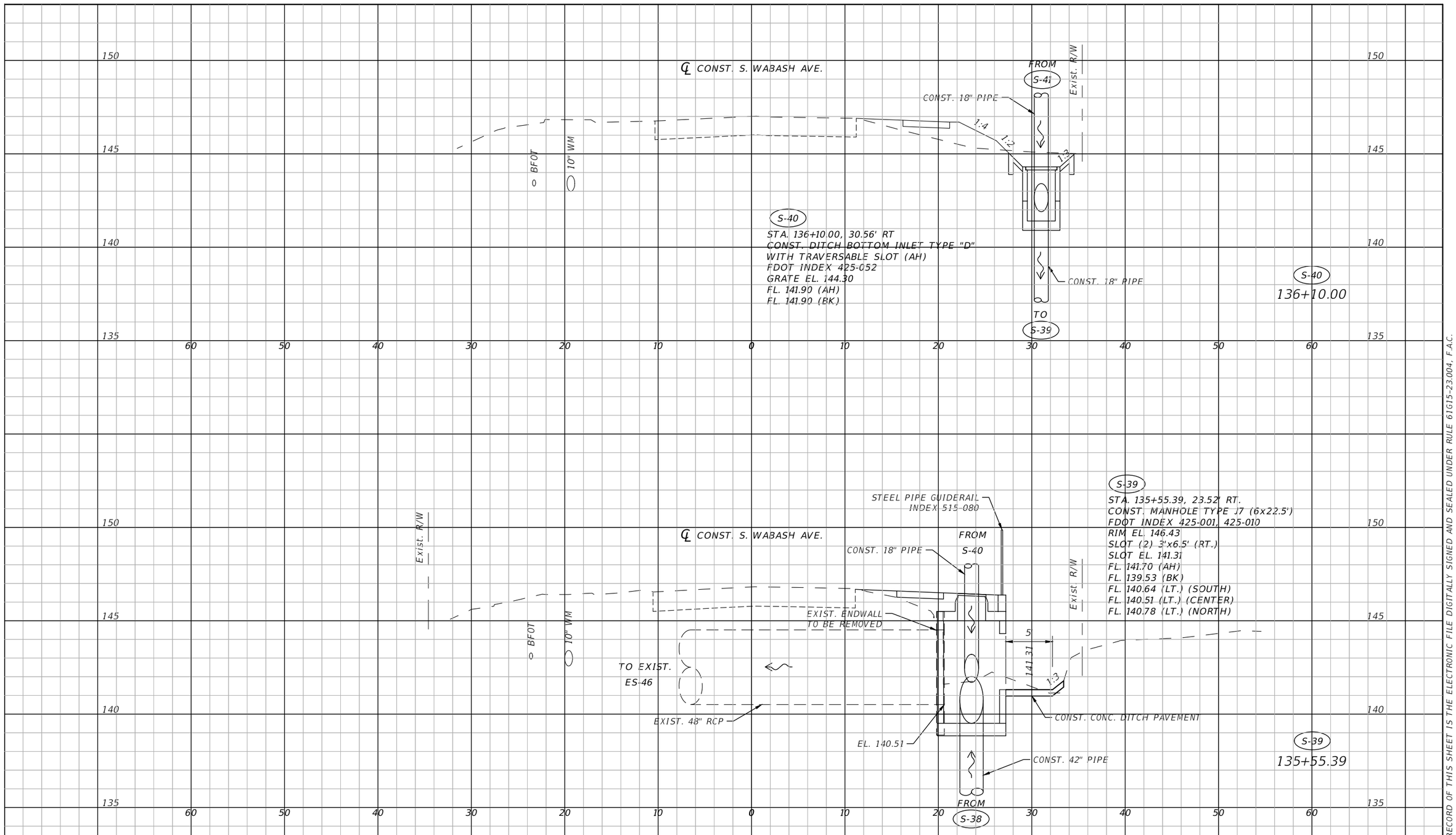
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (16)

SHEET NO. 45

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

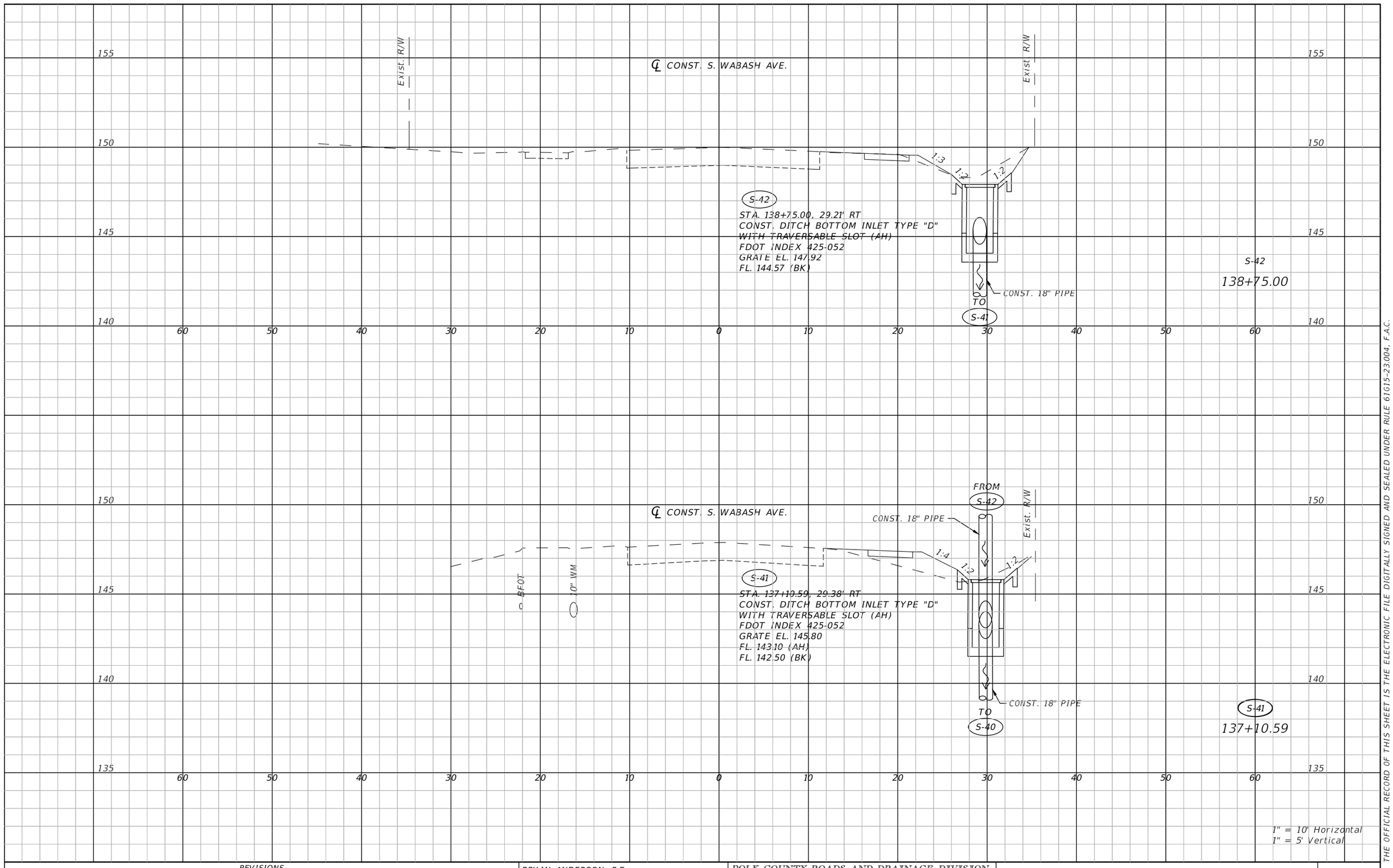
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (17)

SHEET NO. 46

James Greene 4/19/2022 4:13:23 PM

P:\PR58964\44184715201\Drainage\DRXSRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

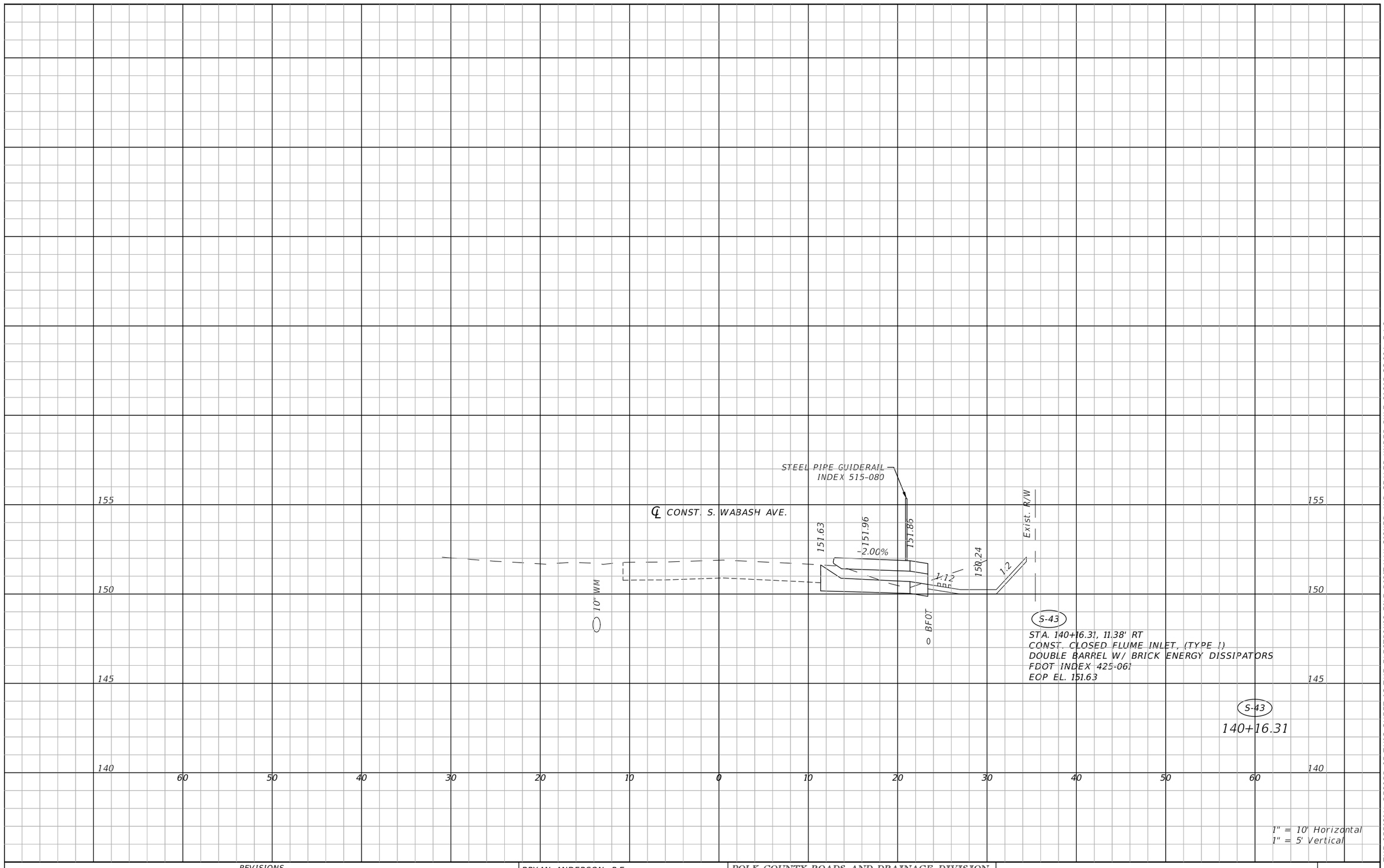
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (18)

SHEET NO. 47

James Greene 4/19/2022 4:13:30 PM

P:\PR58964\44184715201\Drainage\DRXSRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (19)

SHEET NO. 48

James Greene 4/19/2022 4:13:37 PM

P:\PR58964\44184715201\Drainage\DRXSRD01.dwg

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
MATERIALS AND RESEARCH

DATE OF SURVEY: NOV 2020
SURVEY MADE BY: MADRID CPWG
SUBMITTED BY: PAUL PASSE, P.E.

PROJECT NAME: S. WABASH AVE MULTI-USE TRAIL FROM ARIANA ST TO W HICKORY ST

FINANCIAL PROJECT ID. 441847-1-52-01

DISTRICT: DISTRICT
ROAD NO.: N/A
COUNTY: POLK

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS

	ORGANIC CONTENT			SIEVE ANALYSIS RESULTS % PASS						ATTERBERG LIMITS (%)					CORROSION TEST RESULTS				
STRATUM NO.	NO. OF TESTS	% ORGANIC	MOISTURE CONTENT	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTIC INDEX	AASHTO GROUP	DESCRIPTION	NO. OF TESTS	RESISTIVITY ohms-cm	CHLORIDE ppm	SULFATES ppm	pH
1	1	3.2	3.9-24.4	6	-	-	-	-	3.3-9.7	-	-	-	A-3	VERY DARK GRAY SAND TO SAND WITH SILT	-	-	-	-	-
2	1	2.6	15-26	2	-	-	-	-	11-13	-	-	-	A-2-4	LIGHT GRAY TO DARK GRAY SAND WITH SILT TO SILTY SAND	-	-	-	-	-

EMBANKMENT AND SUBGRADE MATERIAL NOTES

1. THE MATERIAL FROM STRATUM 1 (A-3) APPEARS SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH INDEX 120-001.

2. THE MATERIAL FROM STRATUM NUMBER 2 (A-2-4) APPEARS SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH INDEX 120-001. HOWEVER, THIS MATERIAL IS LIKELY TO RETAIN EXCESS MOISTURE AND MAY BE DIFFICULT TO DRY AND COMPACT. IT SHOULD BE USED IN THE EMBANKMENT ABOVE THE WATER LEVEL EXISTING AT THE TIME OF CONSTRUCTION.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

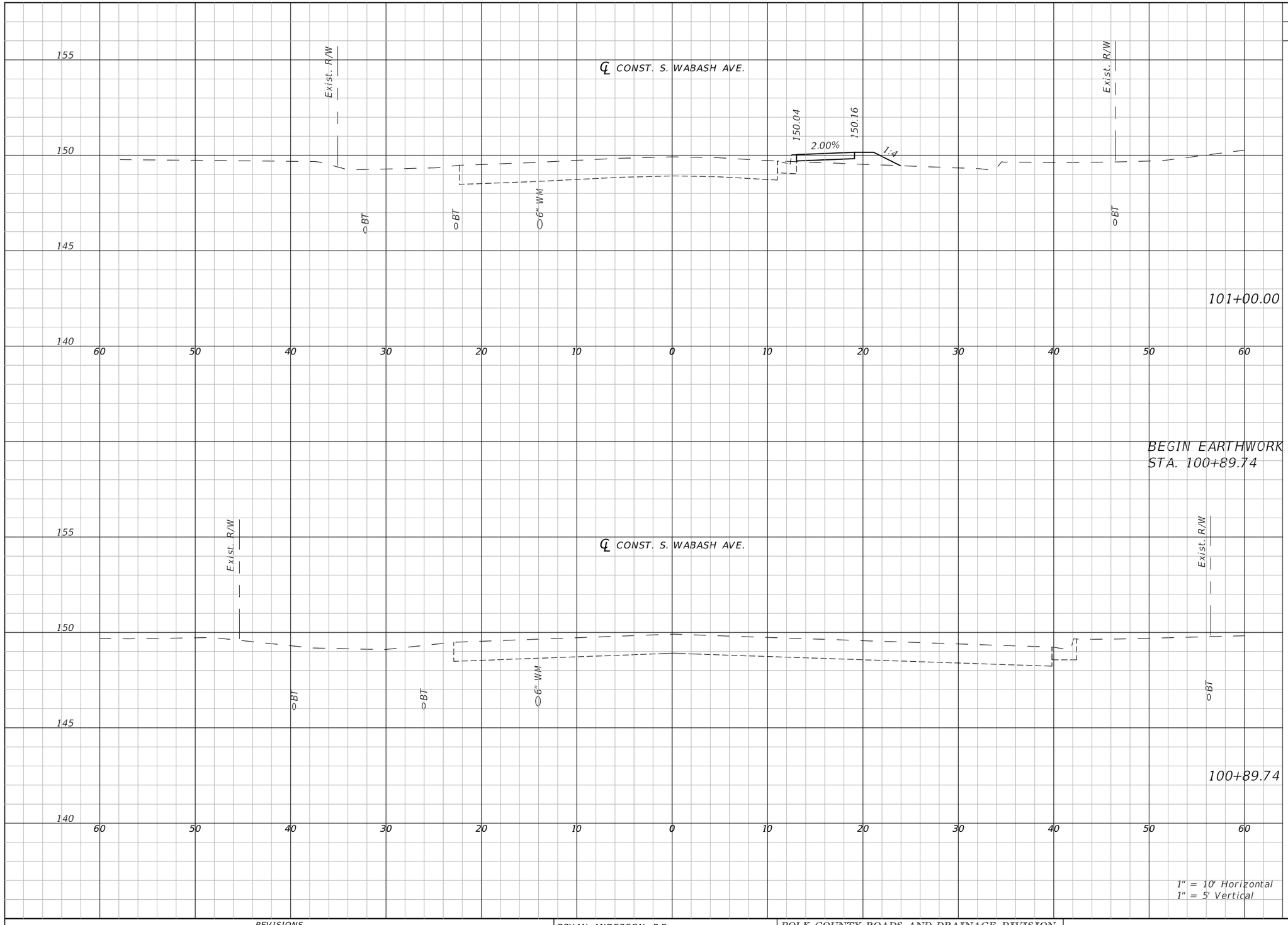
PAUL PASSE, P.E.
P.E. LICENSE NUMBER 34750
MADRID CPWG
2030 SR 60 E
BARTOW, FL 33830
CERTIFICATE OF AUTHORIZATION 6509

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

ROADWAY SOIL SURVEY

SHEET NO. 49



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
0	0	3.2	0.6
0	0	0	0

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

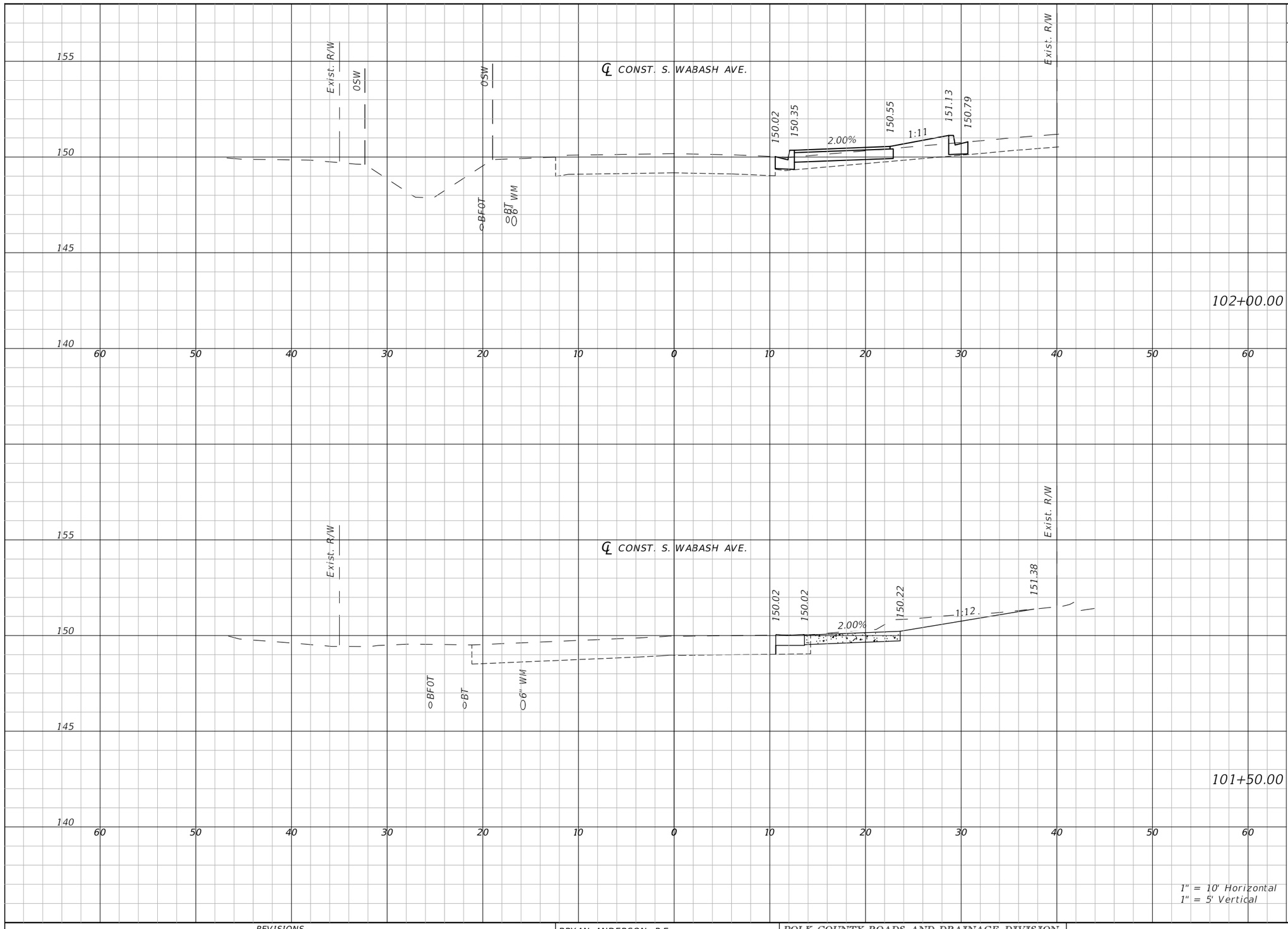
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (1)

SHEET NO. 50



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
0		8.6	
	9.7		9.5
10.5		1.7	
	9.7		4.5

1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

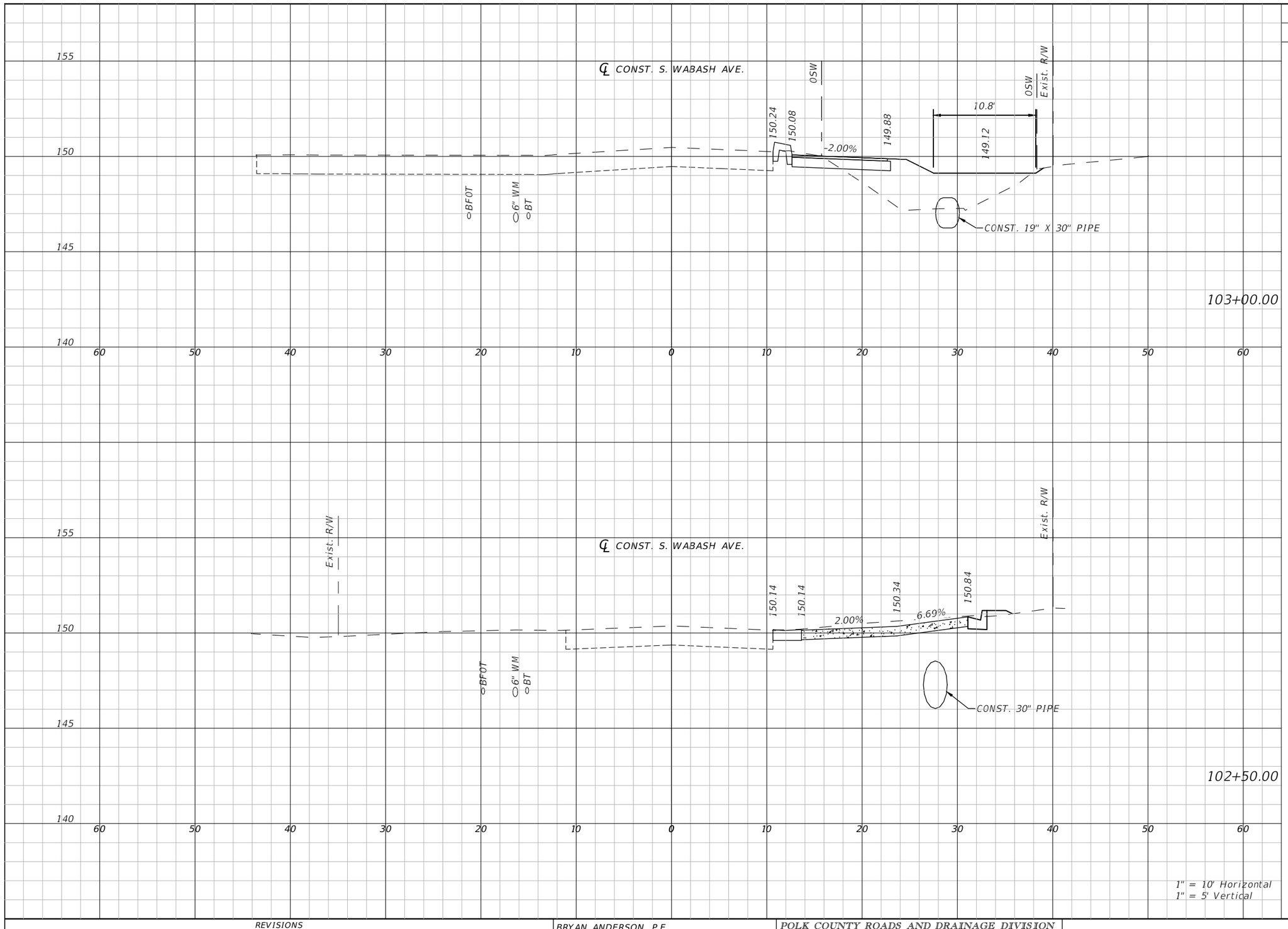
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (2)

SHEET NO. 51

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
3.9		28.4	
	17.3		26.9
14.8		0.6	
	13.7		8.5

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

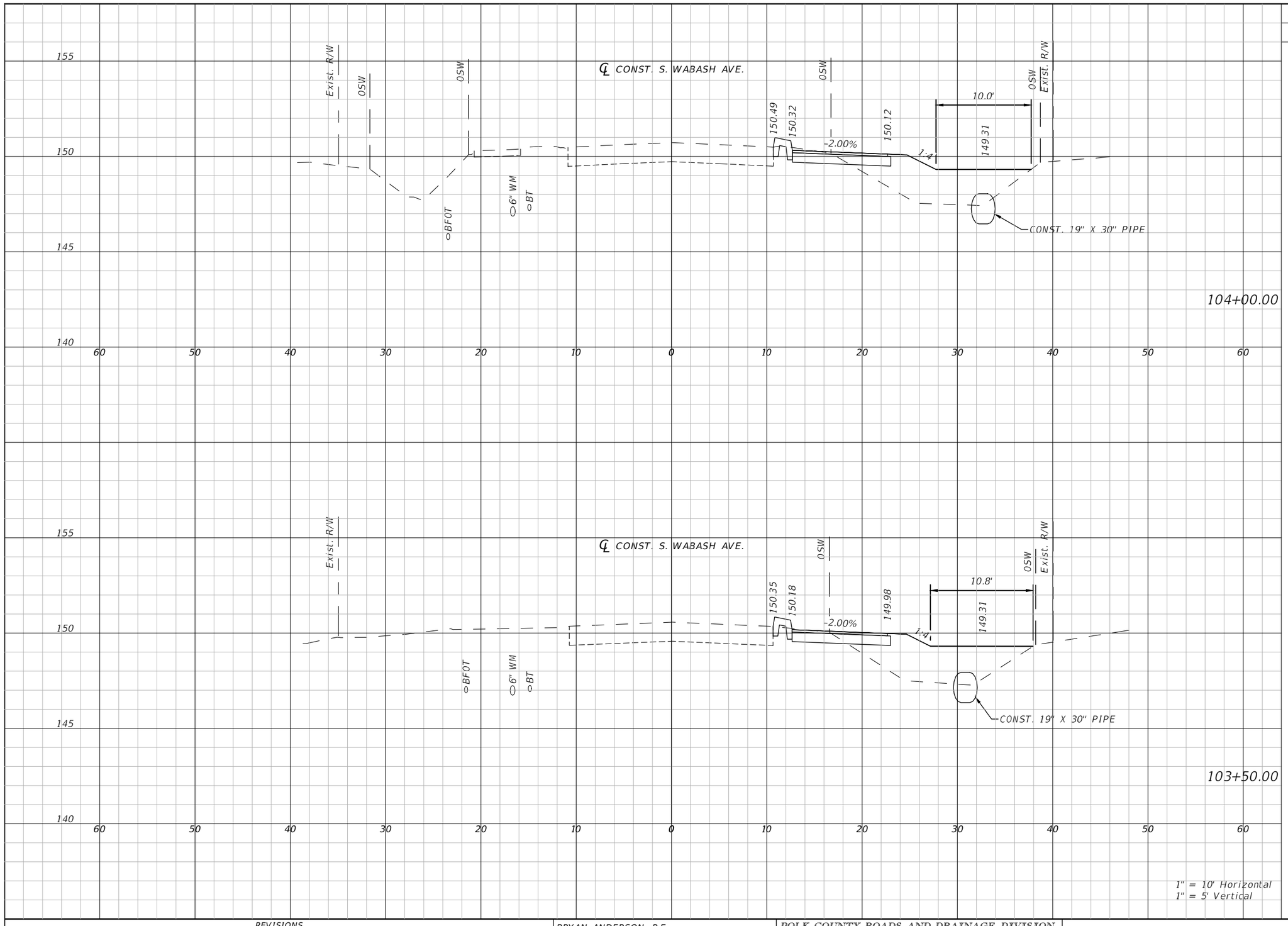
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (3)

SHEET NO. 52



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
4.4		26.3	
	7.9		49.9
4.1		27.6	
	7.4		51.9

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

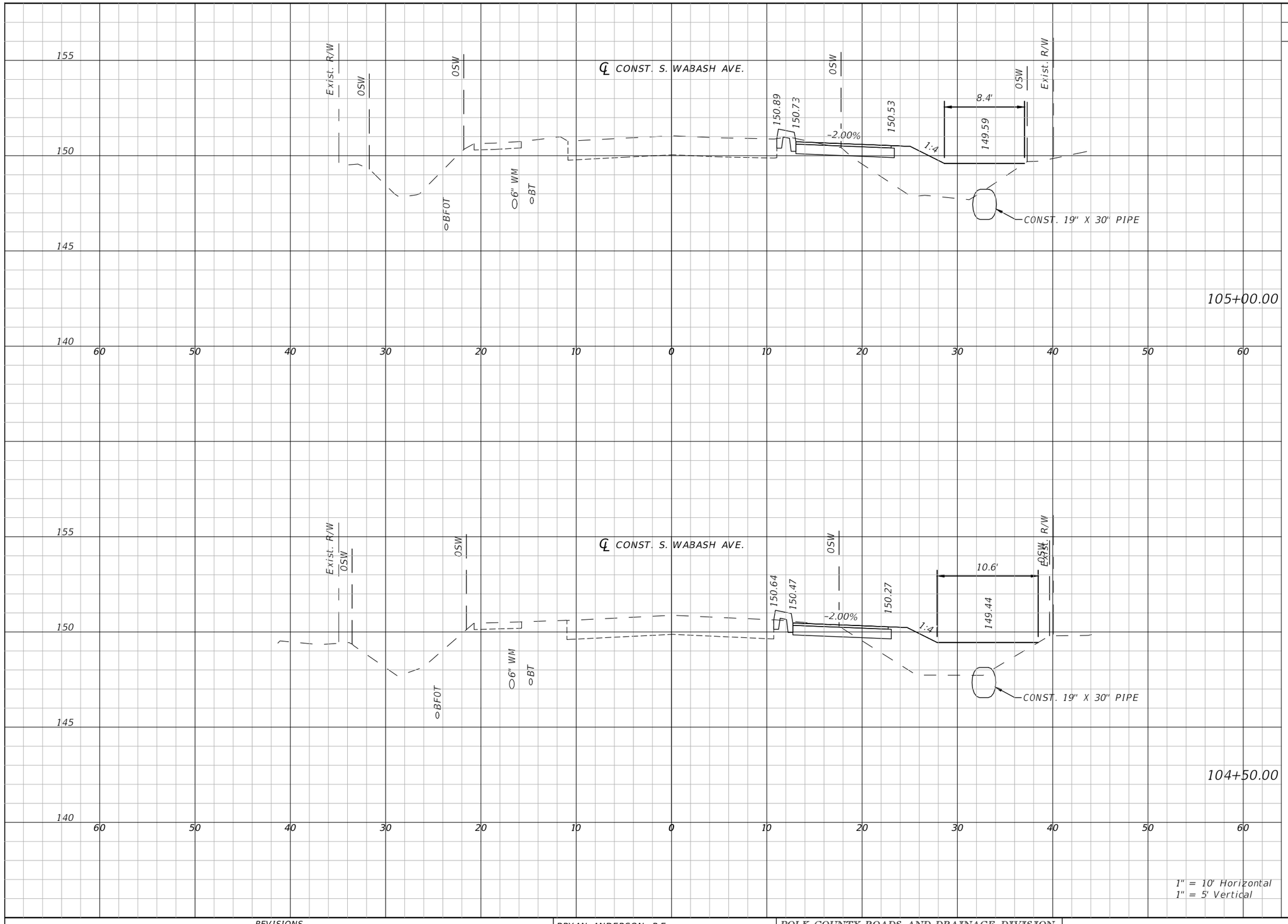
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (4)

SHEET NO. 53

James Greene 4/19/2022 4:15:06 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
4.3		25.5	
	8.3		46.7
4.7		24.9	
	8.4		47.4

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

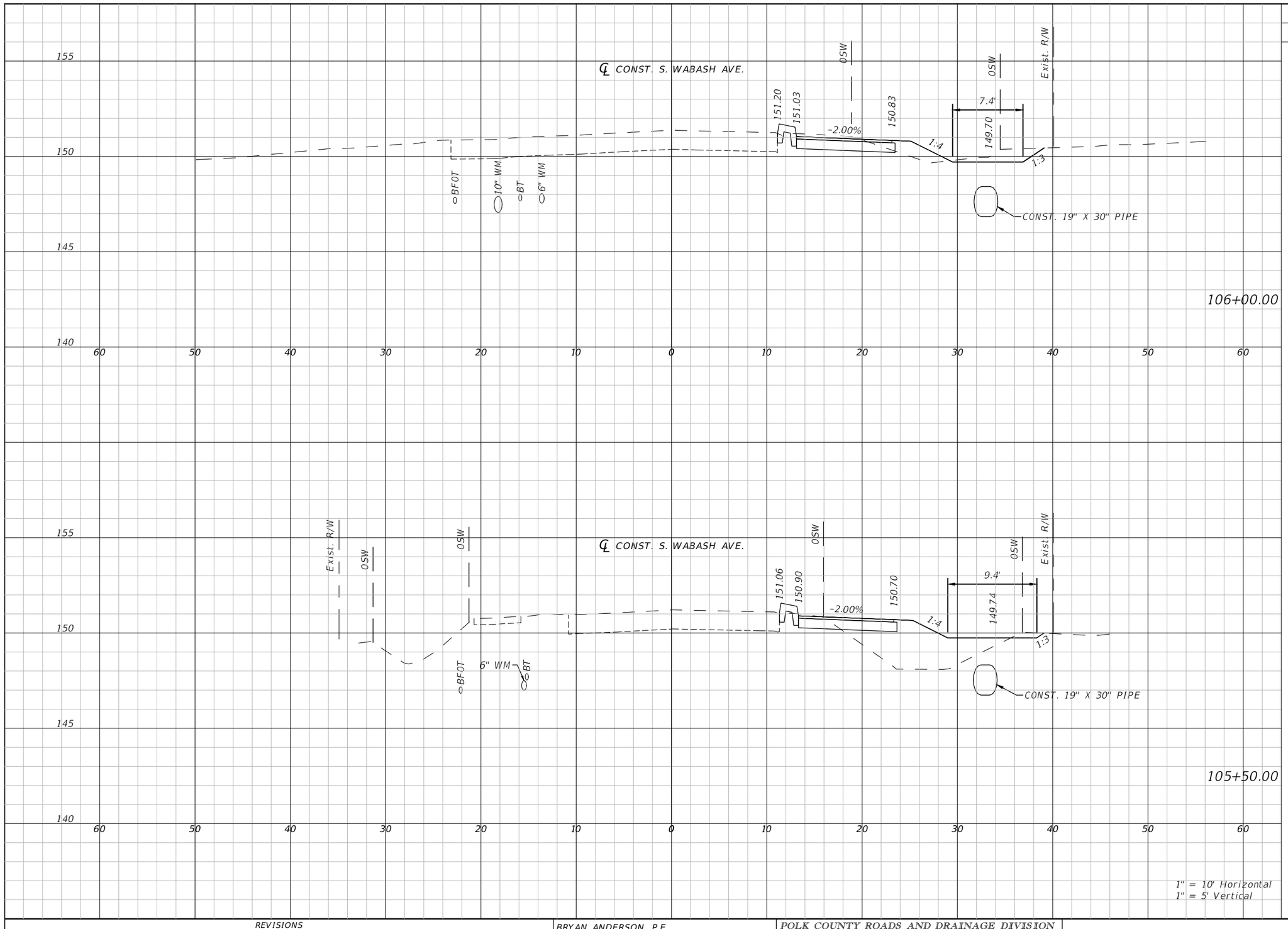
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (5)

SHEET NO. 54

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
11.2		3.3	
	16.9		24.5
7.1		23.2	
	10.6		45.1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

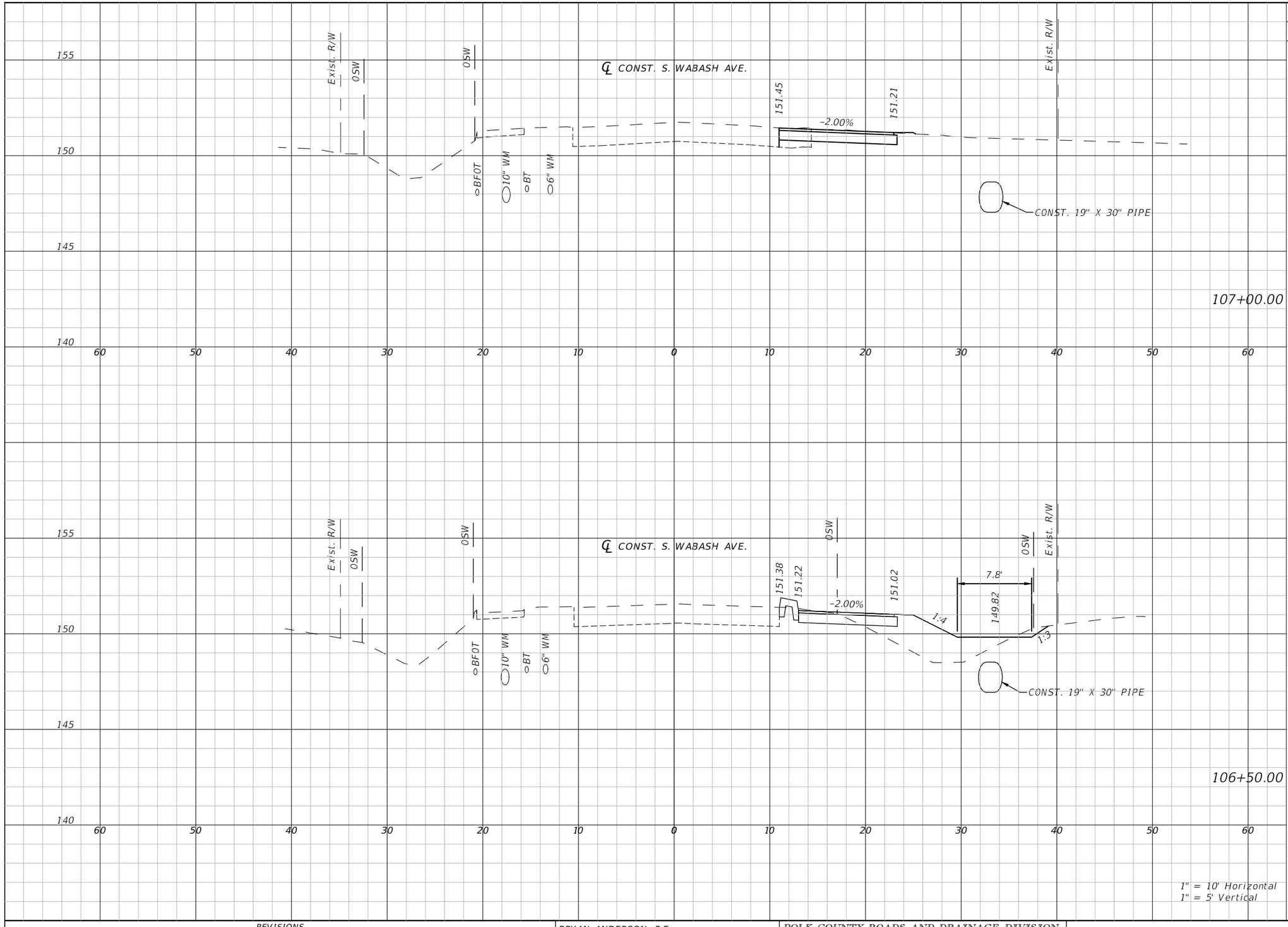
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (6)

SHEET NO. 55

James Greene 4/19/2022 4:15:28 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
5.7		1.3	
	10.1		16.9
5.2		17.0	
	15.2		18.8

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

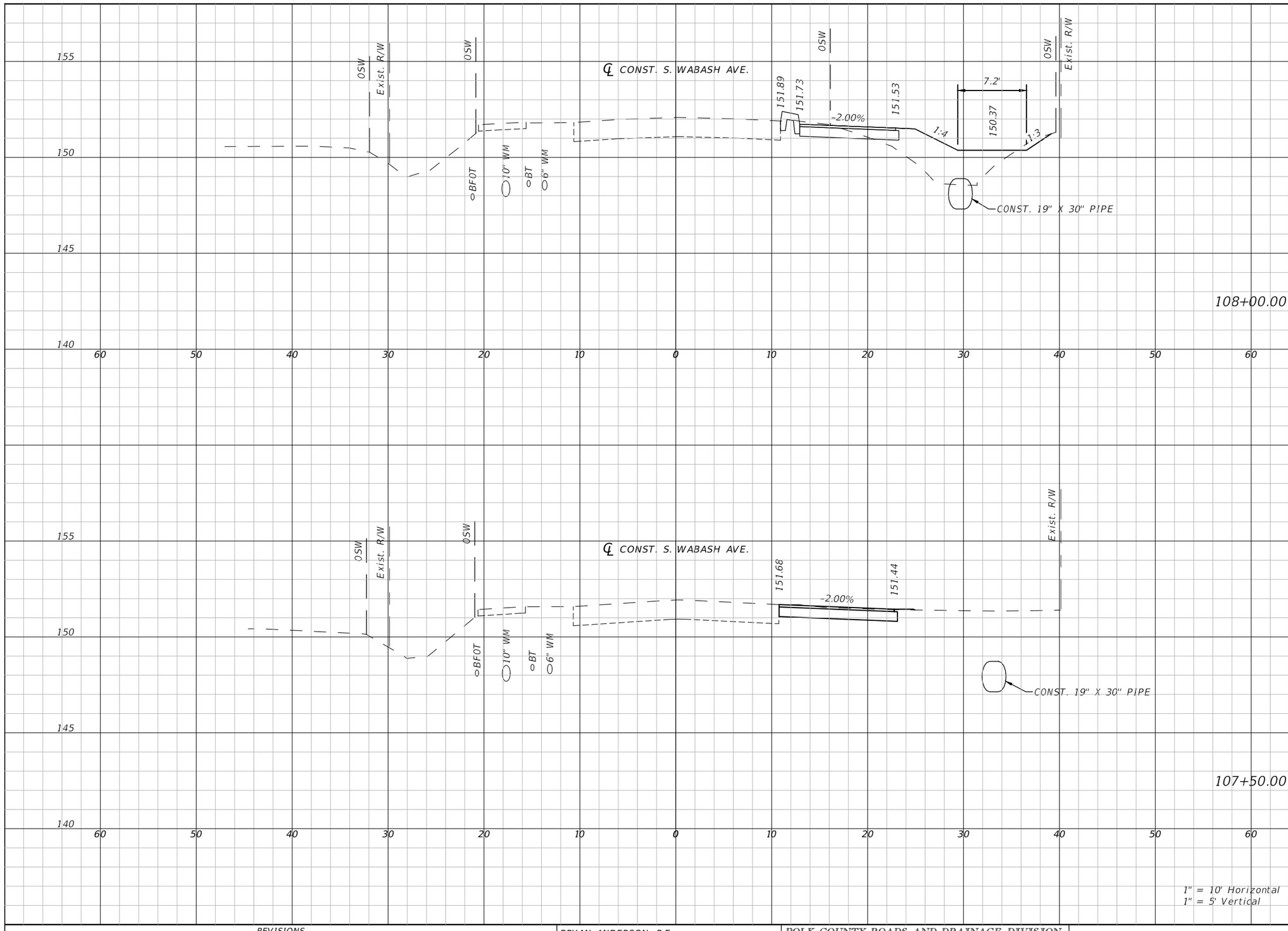
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (7)

SHEET NO. 56

James Greene 4/19/2022 4:15:38 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
5.7		19.0	
	12.1		17.7
7.4		0.1	
	12.1		1.3

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

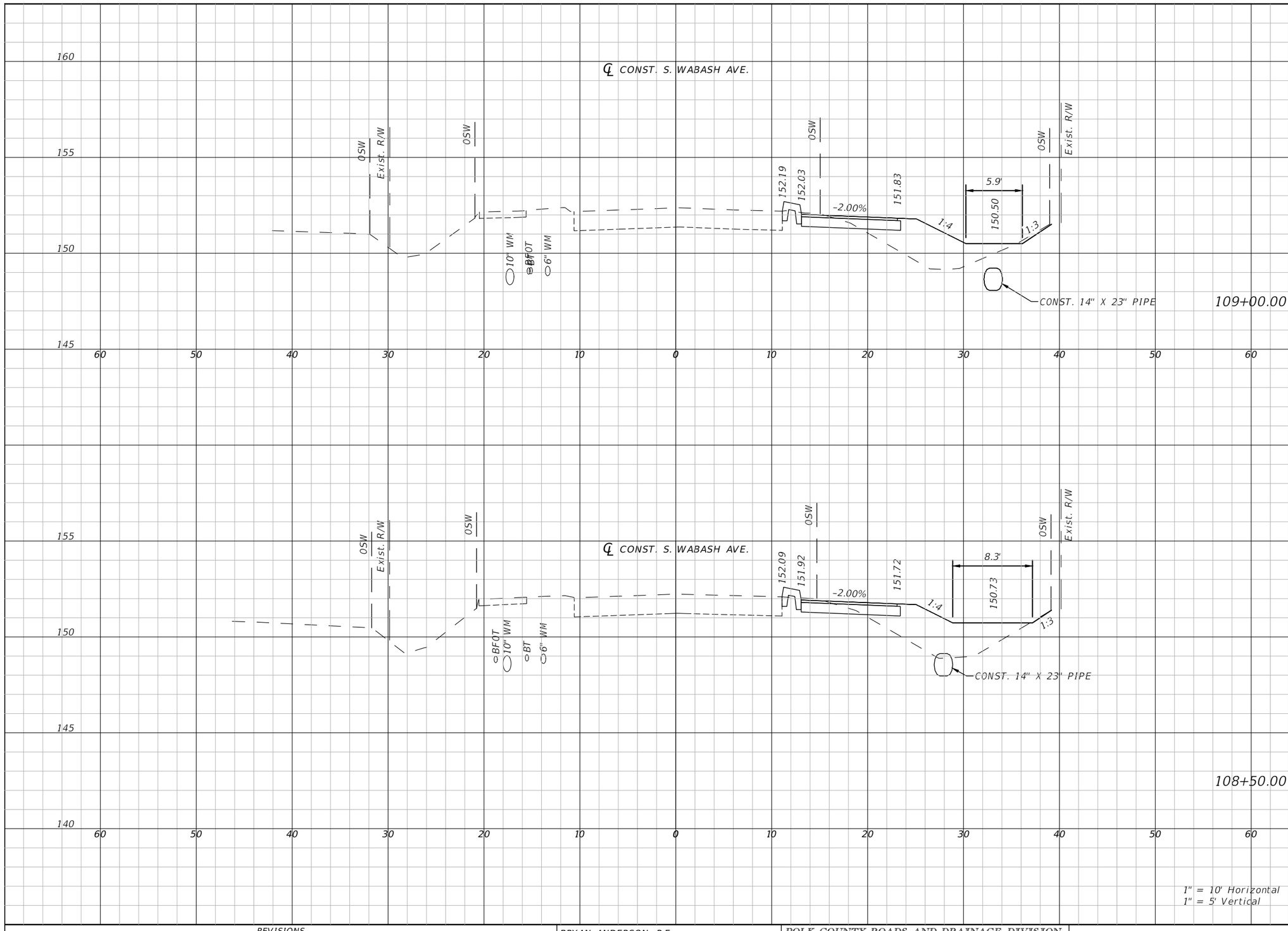
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (8)

SHEET NO. 57

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
4.6		18.6	
	8.2		37.9
4.3		22.3	
	9.3		38.2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

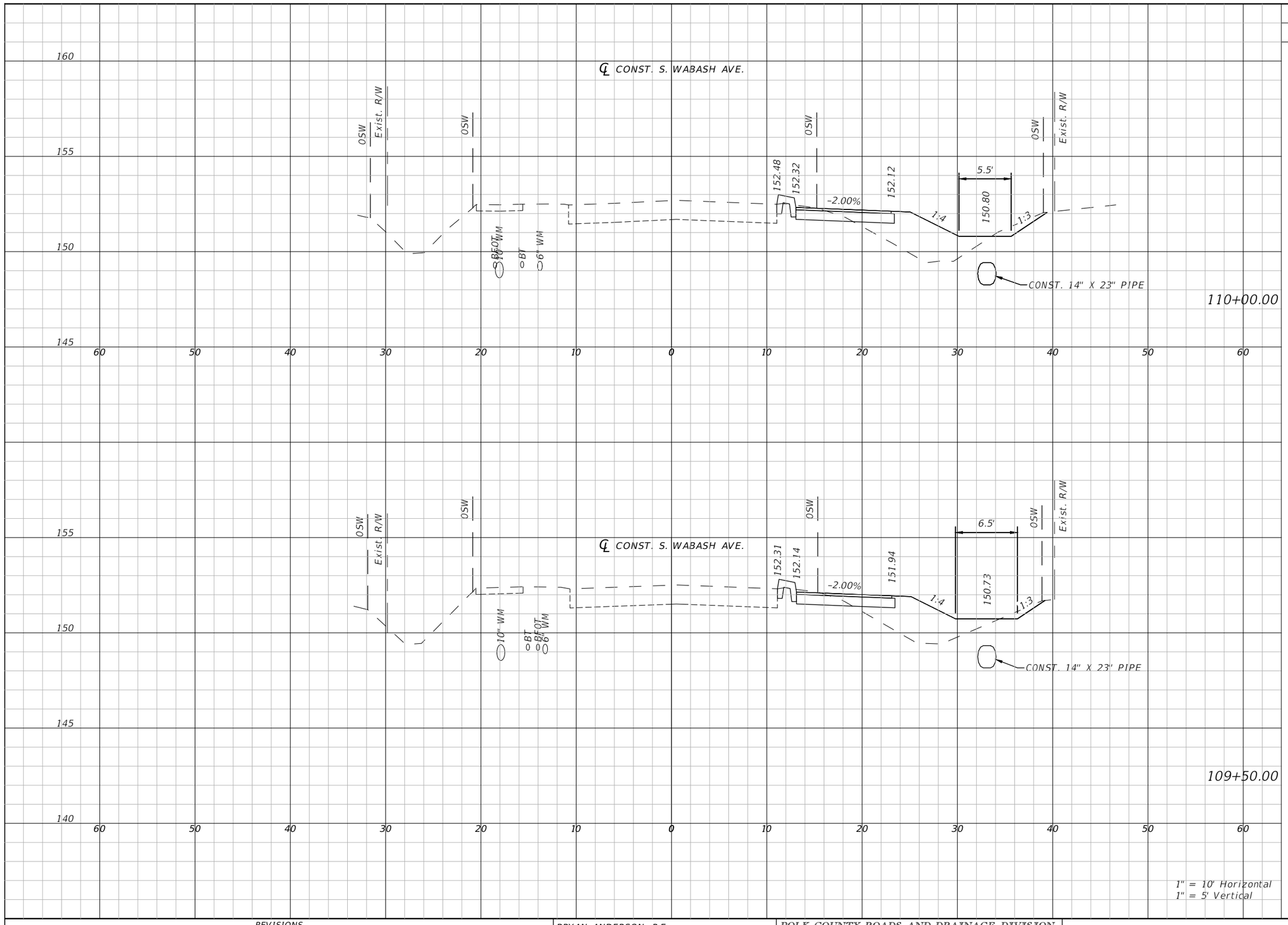
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (9)

SHEET NO. 58

James Greene 4/19/2022 4:15:59 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
5.7		17.3	
	6.2		31.7
1.0		16.9	
	5.2		32.9

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

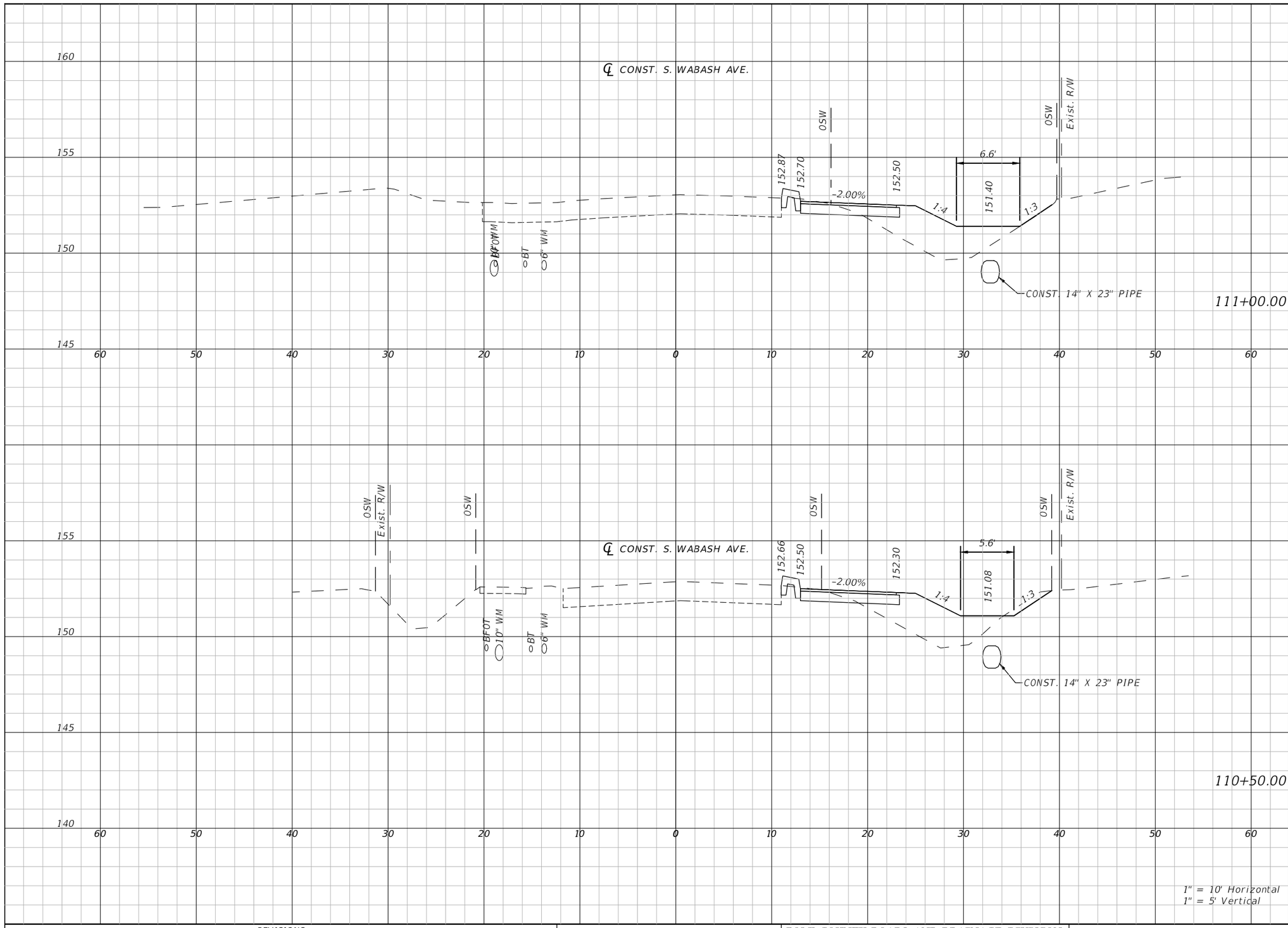
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (10)

SHEET NO. 59

James Greene 4/19/2022 4:16:09 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
4.3		20.8	
	8.7		37.1
5.1		19.3	
	10.0		33.9

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

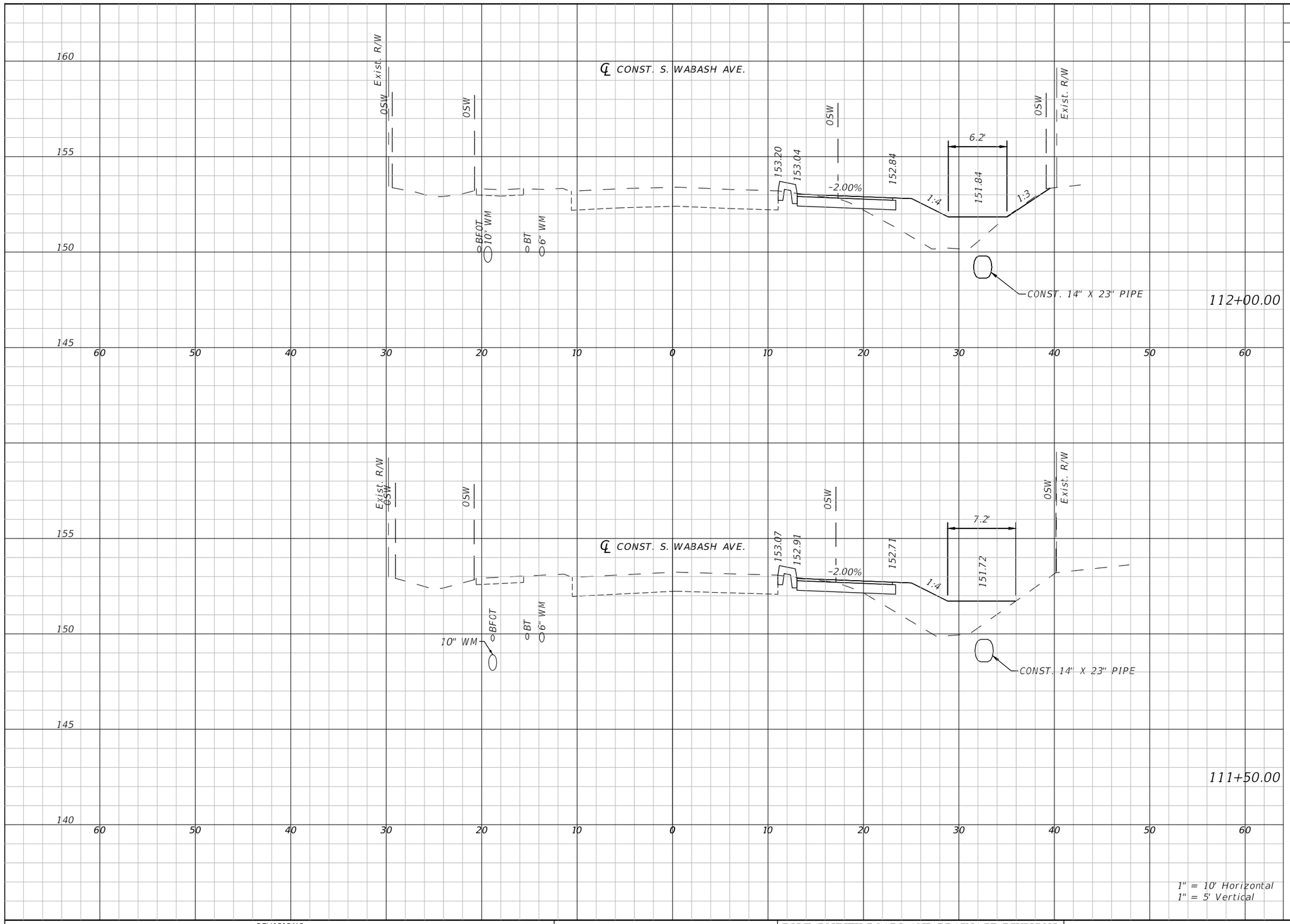
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (11)

SHEET NO. 60



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
4.4		19.2	
	8.0		36.9
4.2		20.6	
	7.9		38.3

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

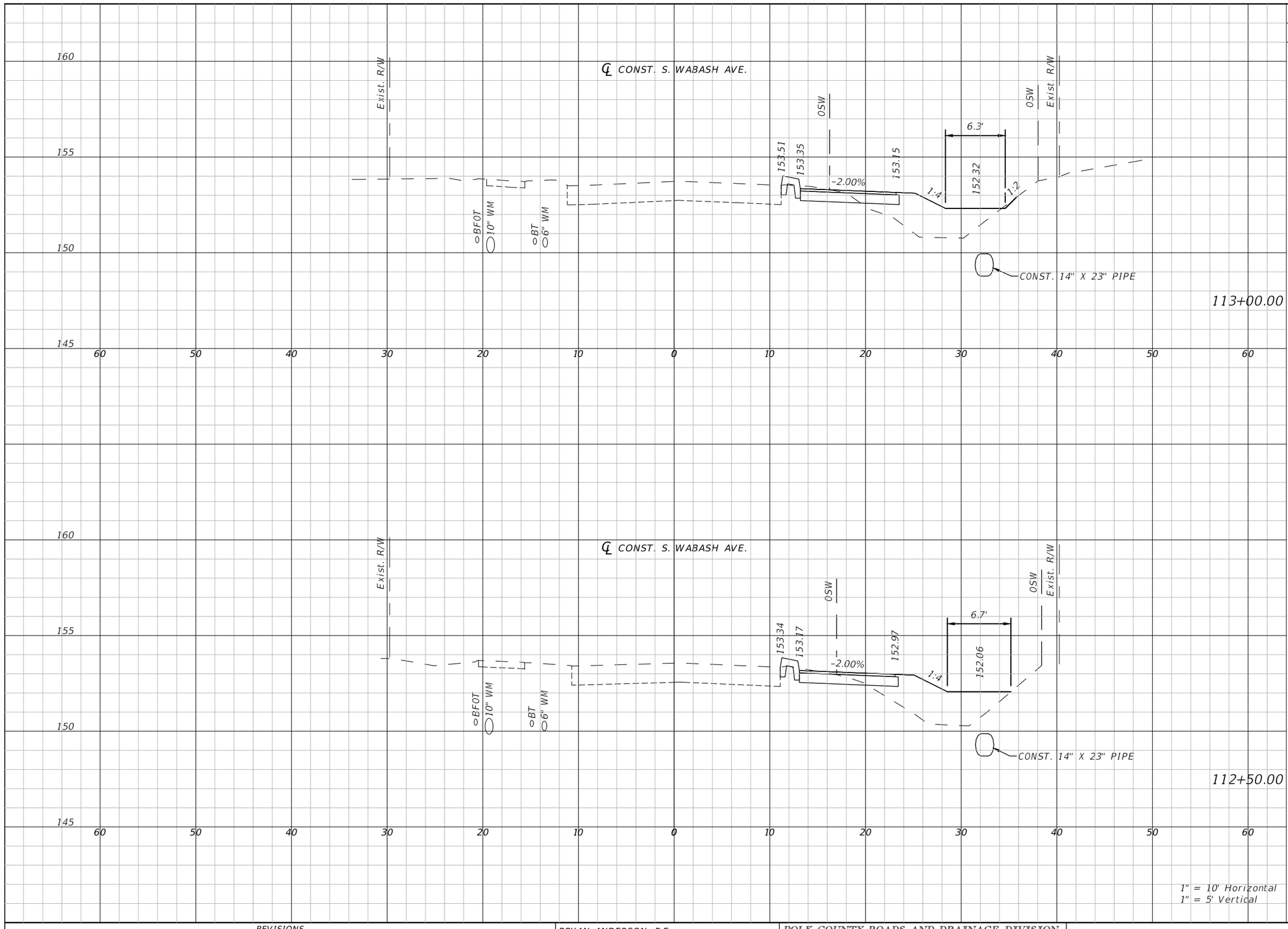
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (12)

SHEET NO. 61

James Greene 4/19/2022 4:16:31 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
5.7		17.0	
	10.0		33.8
5.1		19.5	
	8.8		35.8

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

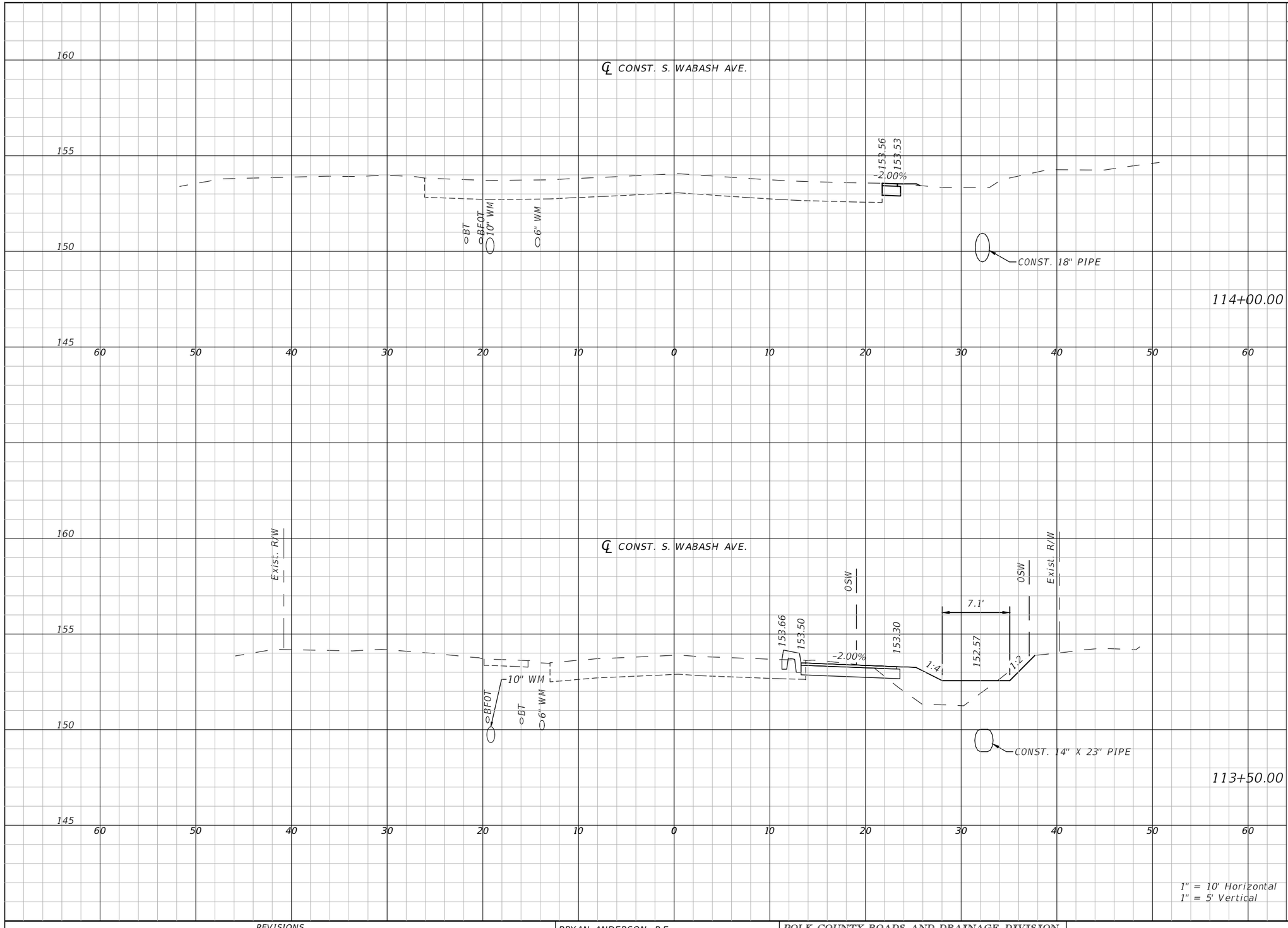
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (13)

SHEET NO. 62

James Greene 4/19/2022 4:16:41 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
1.2		0.1	
	6.0		11.5
5.3		12.3	
	10.2		27.1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

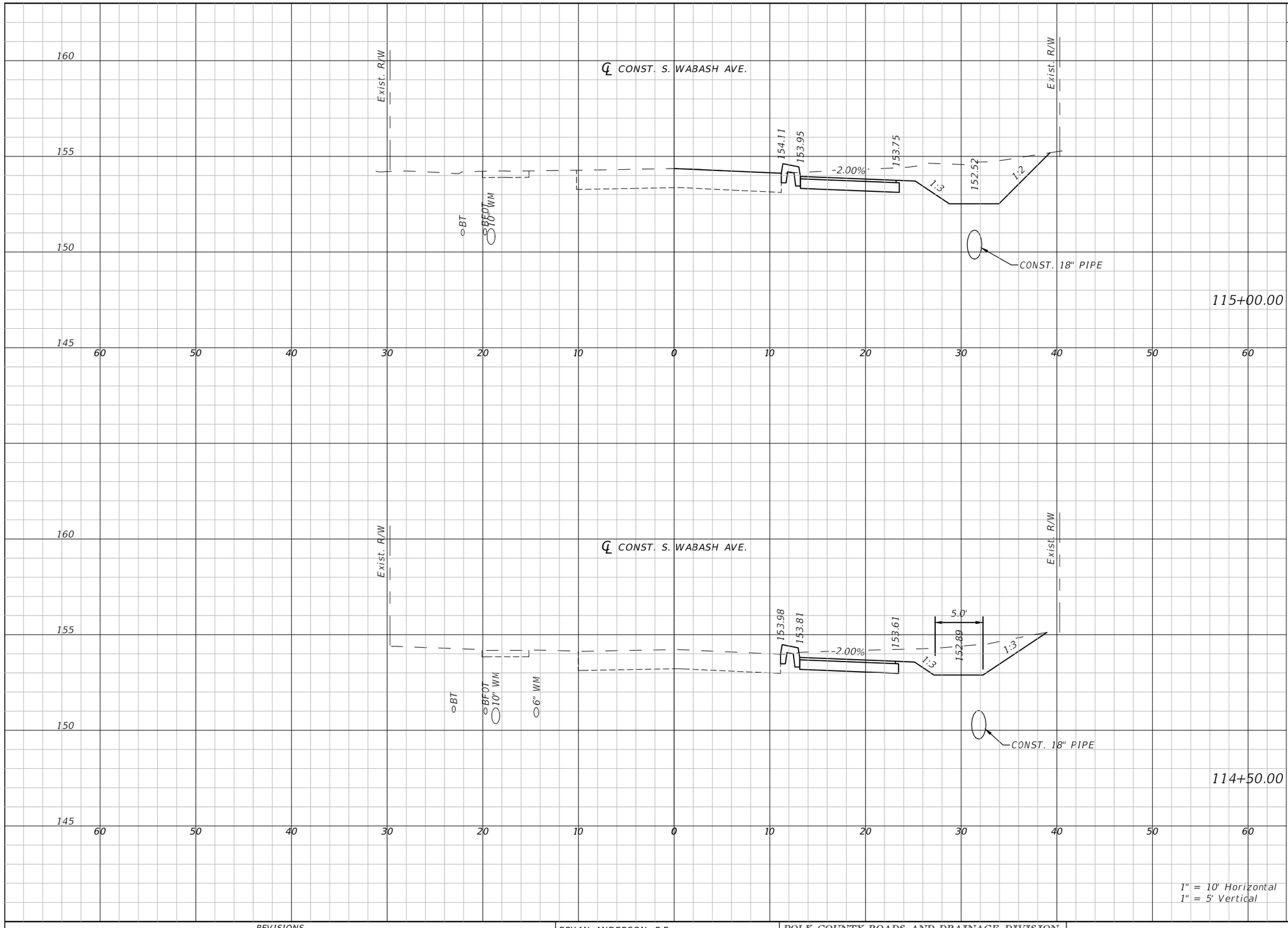
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (14)

SHEET NO. 63

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
36.8		0	
	60.5		0
28.5		0	
	27.5		0.1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

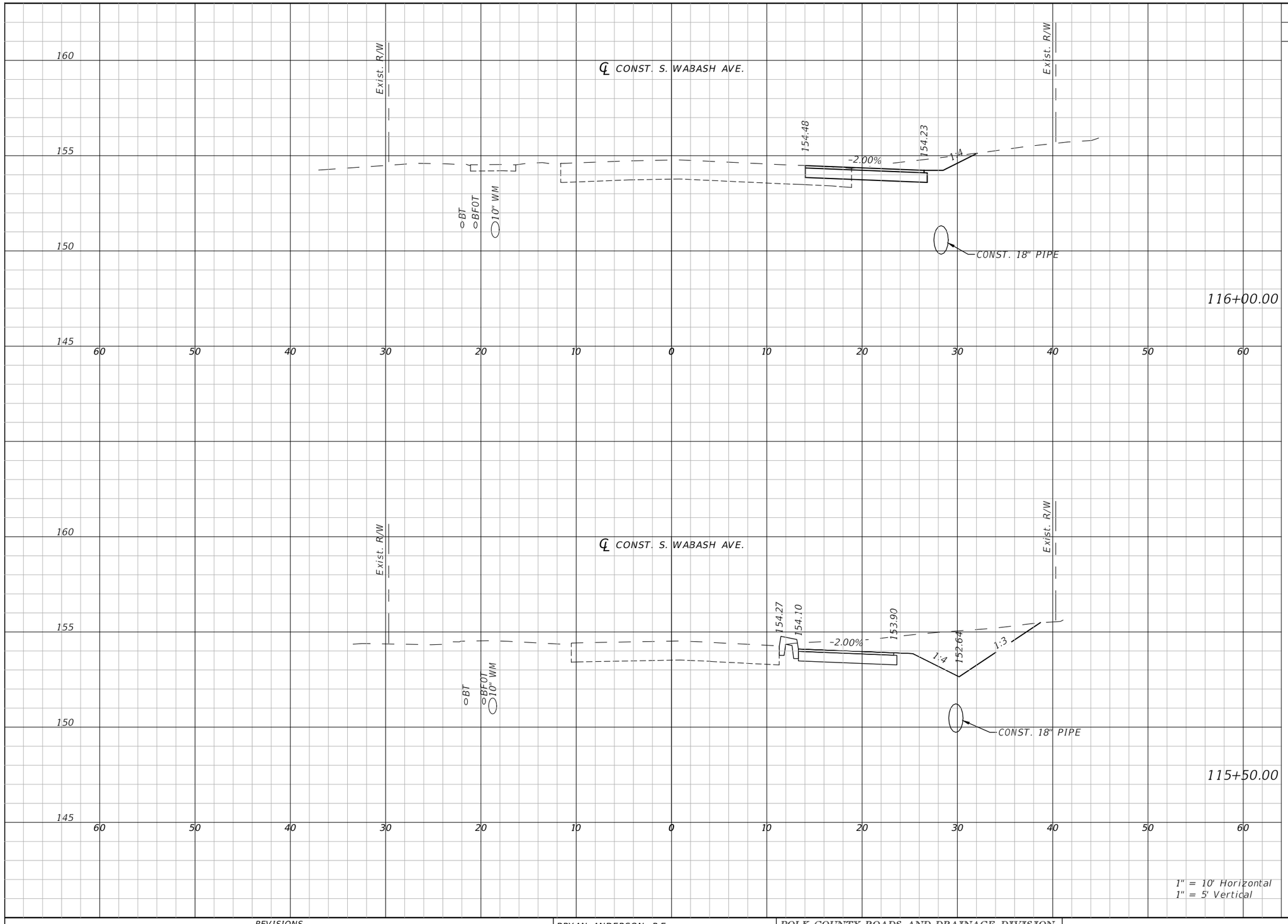
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (15)

SHEET NO. 64

James Greene 4/19/2022 4:17:02 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
9.4		1.9	
	39.7		1.8
33.5		0	
	65.1		0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

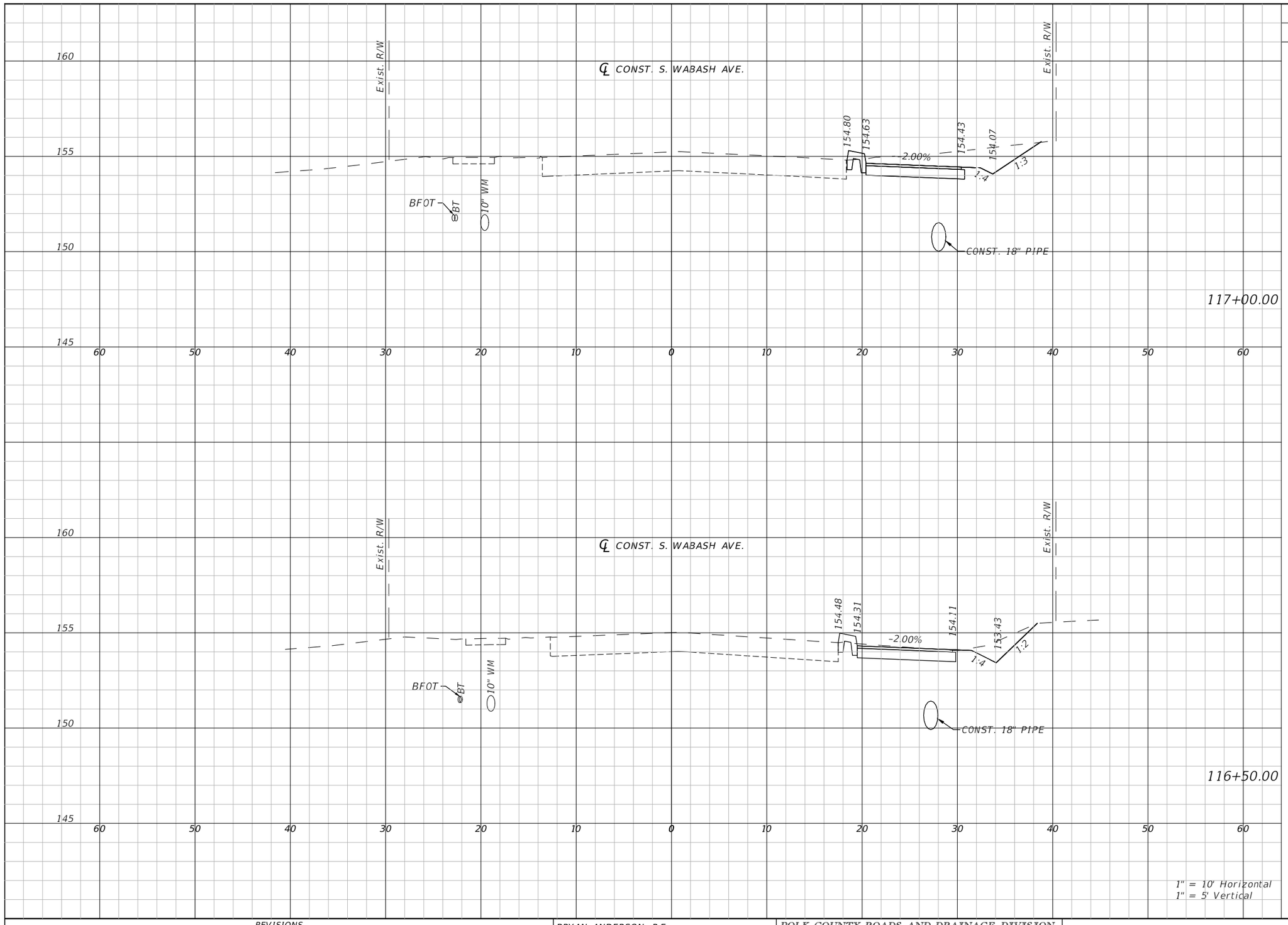
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (16)

SHEET NO. 65

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
20.0		0	
	31.2		0
13.7		0	
	21.4		1.8

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

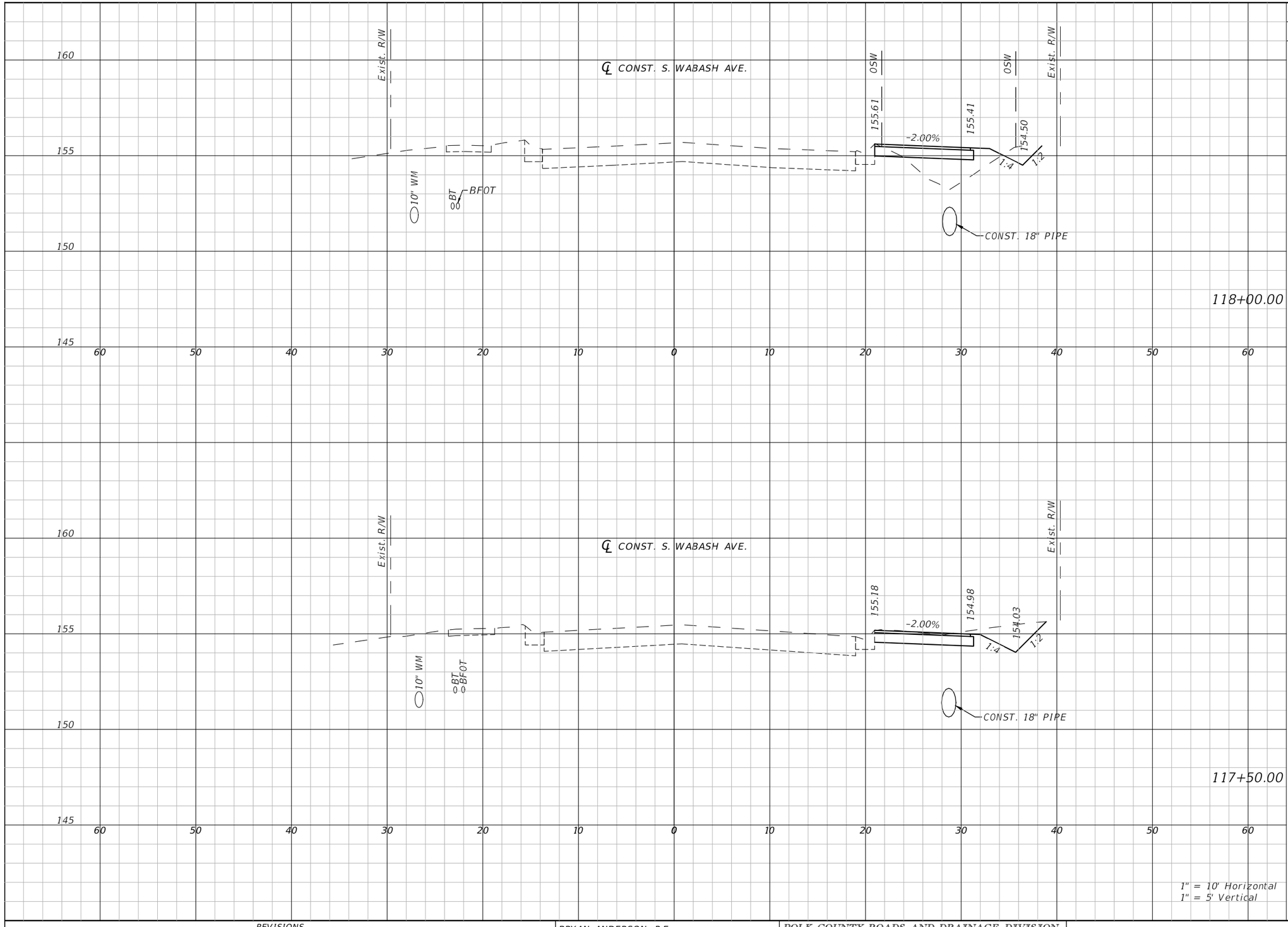
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (17)

SHEET NO. 66

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
3.7		9.8	
	15.8		9.1
13.4		0	
	30.9		0

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

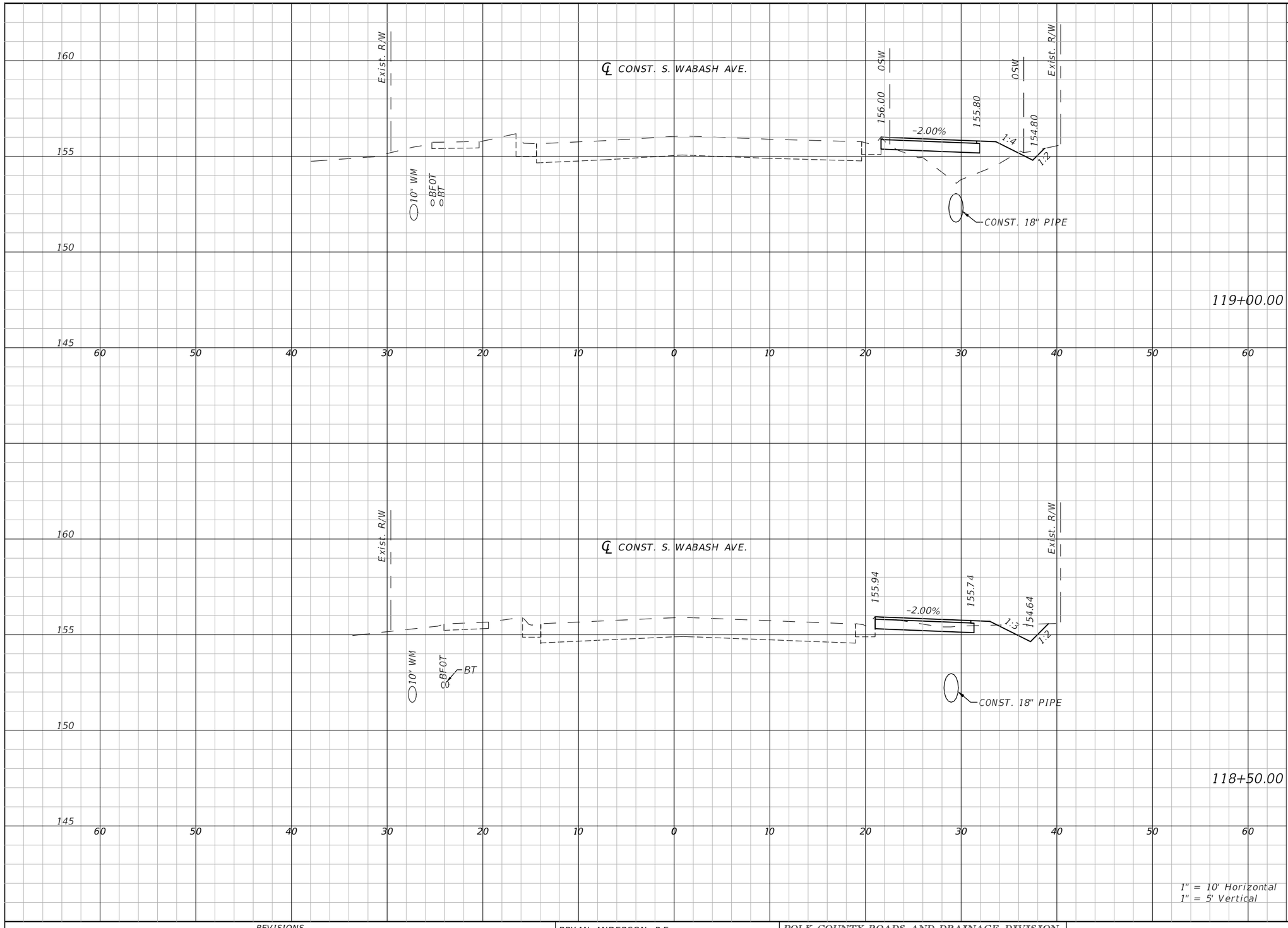
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (18)

SHEET NO. 67

James Greene 4/19/2022 4:17:33 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
1.5		11.1	
	7.8		10.7
6.9		0.5	
	9.8		9.5

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

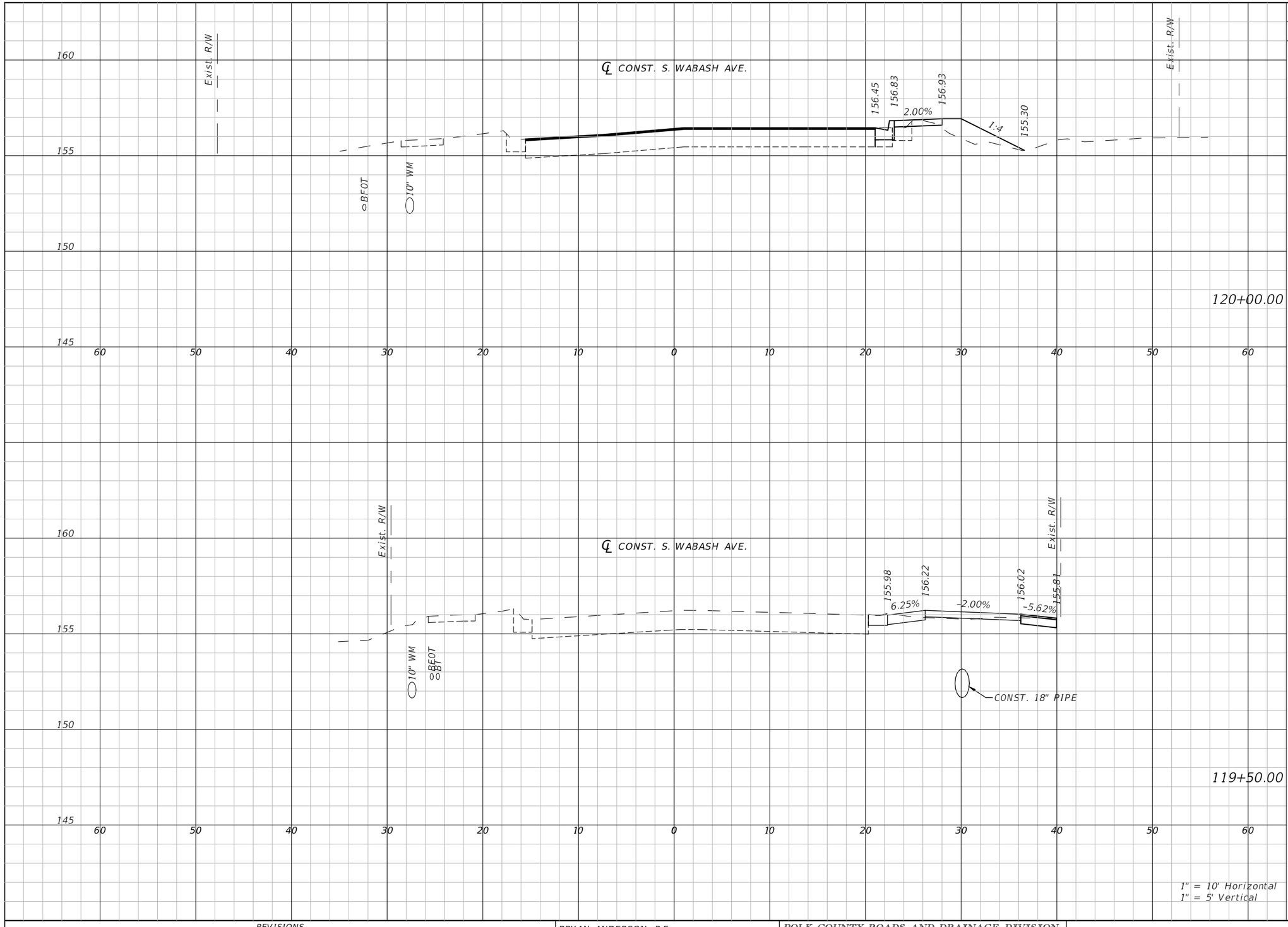
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (19)

SHEET NO. 68

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
0.7		7.2	
	7.5		6.7
7.4		0	
	8.2		10.3

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

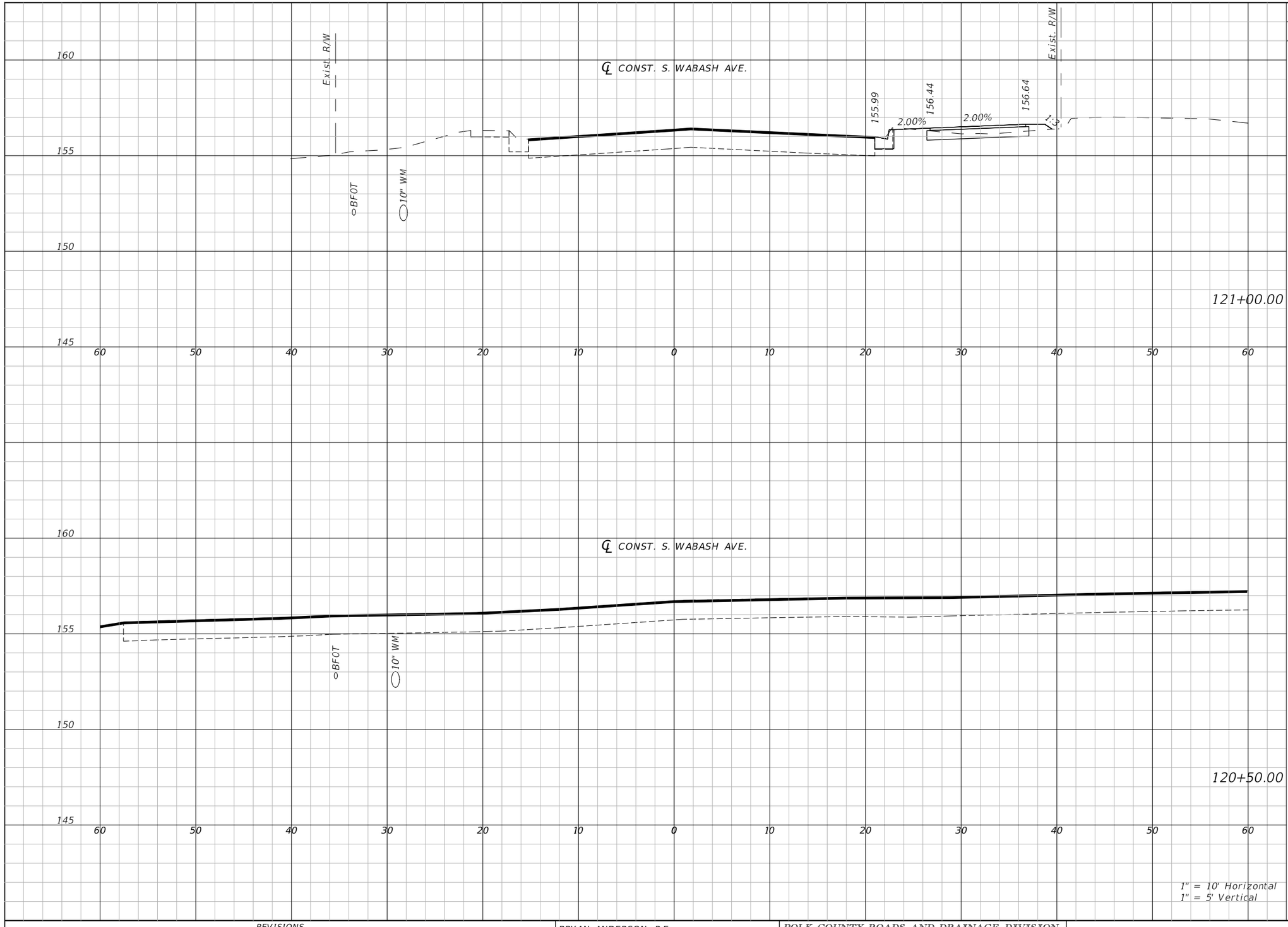
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (20)

SHEET NO. 69

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
3.0		0.8	
	2.8		0.7
0		0	
	0.6		6.7

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

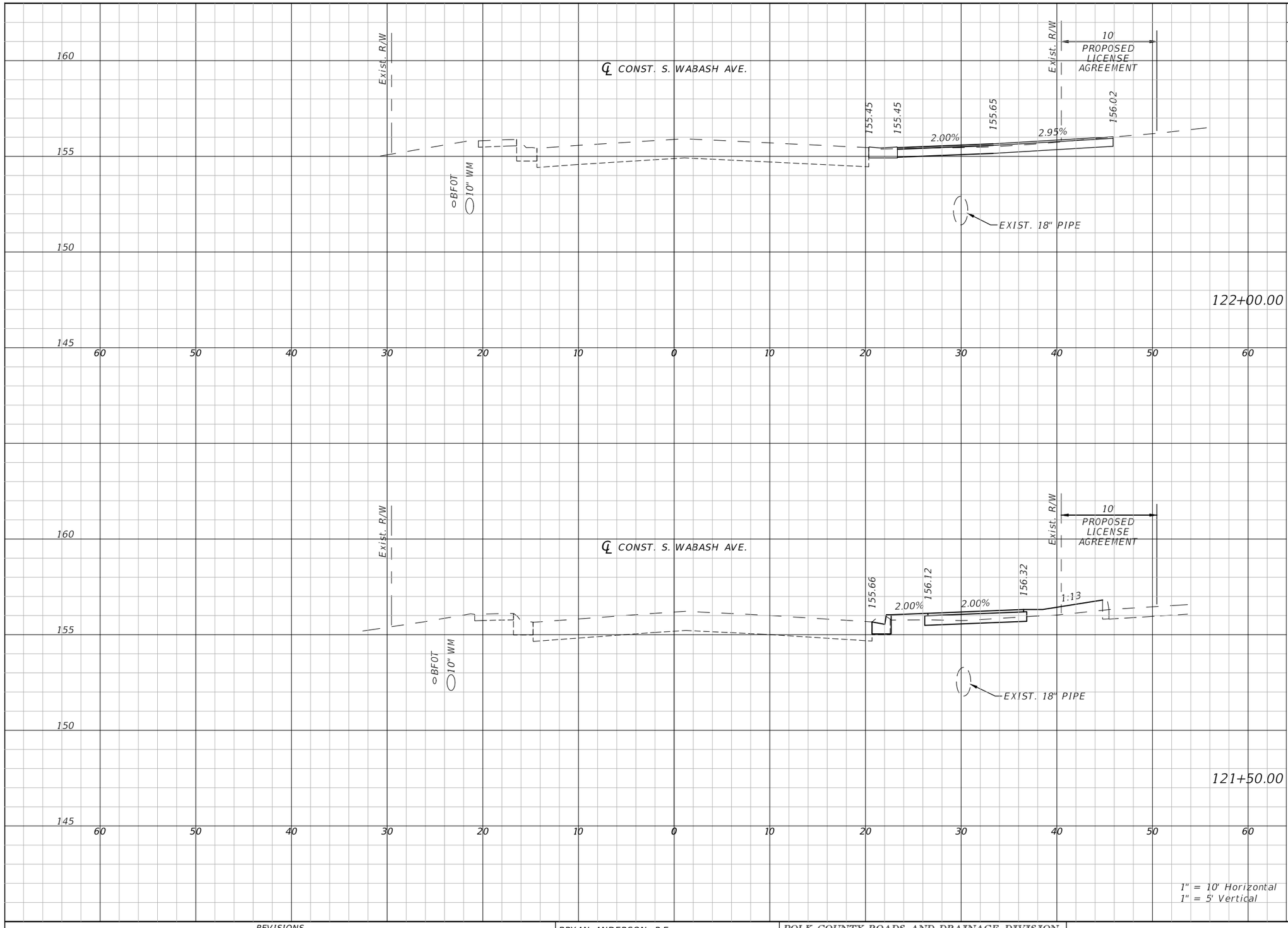
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (21)

SHEET NO. 70

James Greene 4/19/2022 4:18:02 PM

P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
10.3		0	
	11.7		4.2
2.3		4.5	
	4.9		4.9

1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

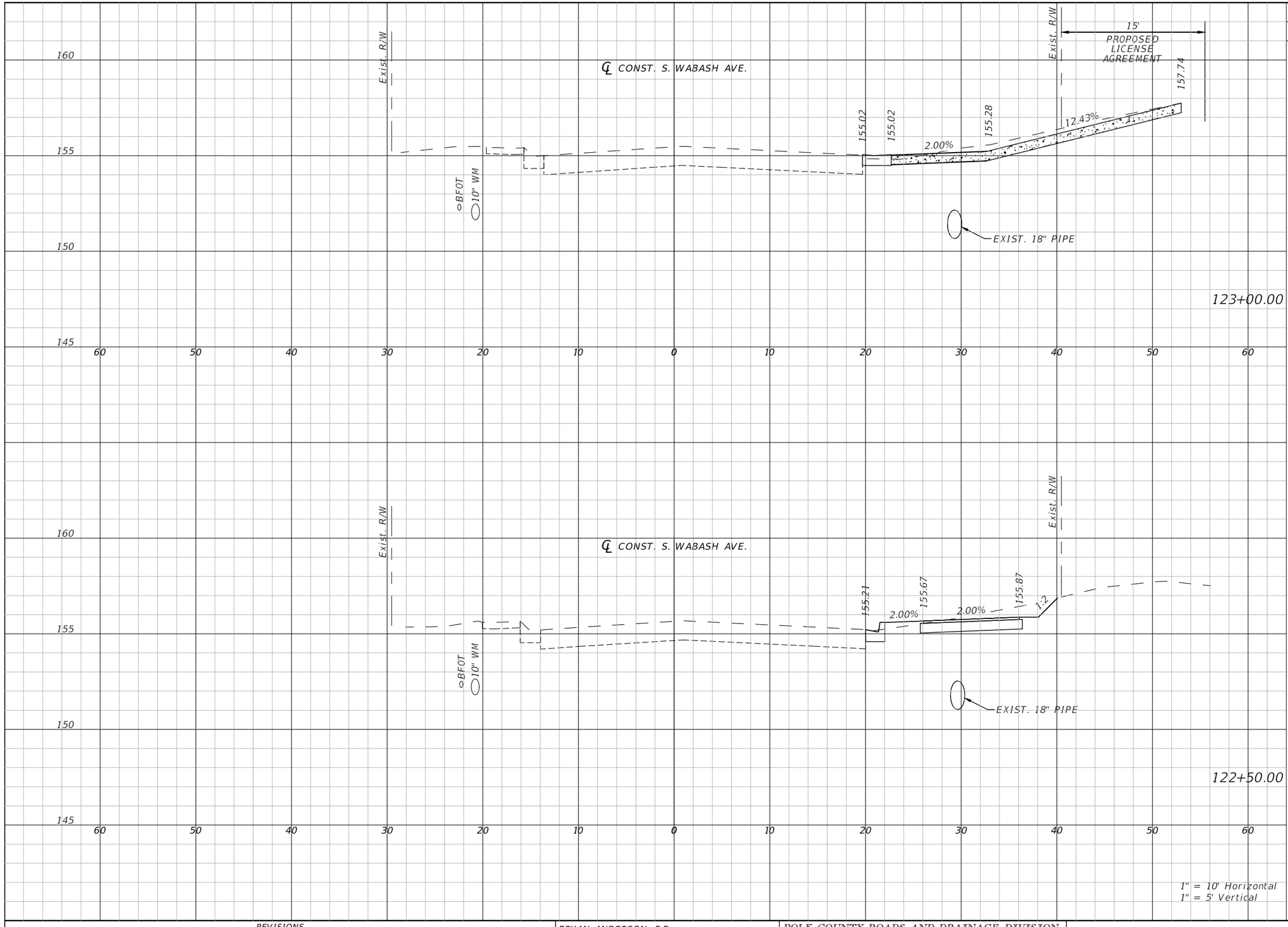
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (22)

SHEET NO. 71

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
20.4		0	
	30.4		0.9
12.4		1.0	
	21.0		0.9

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

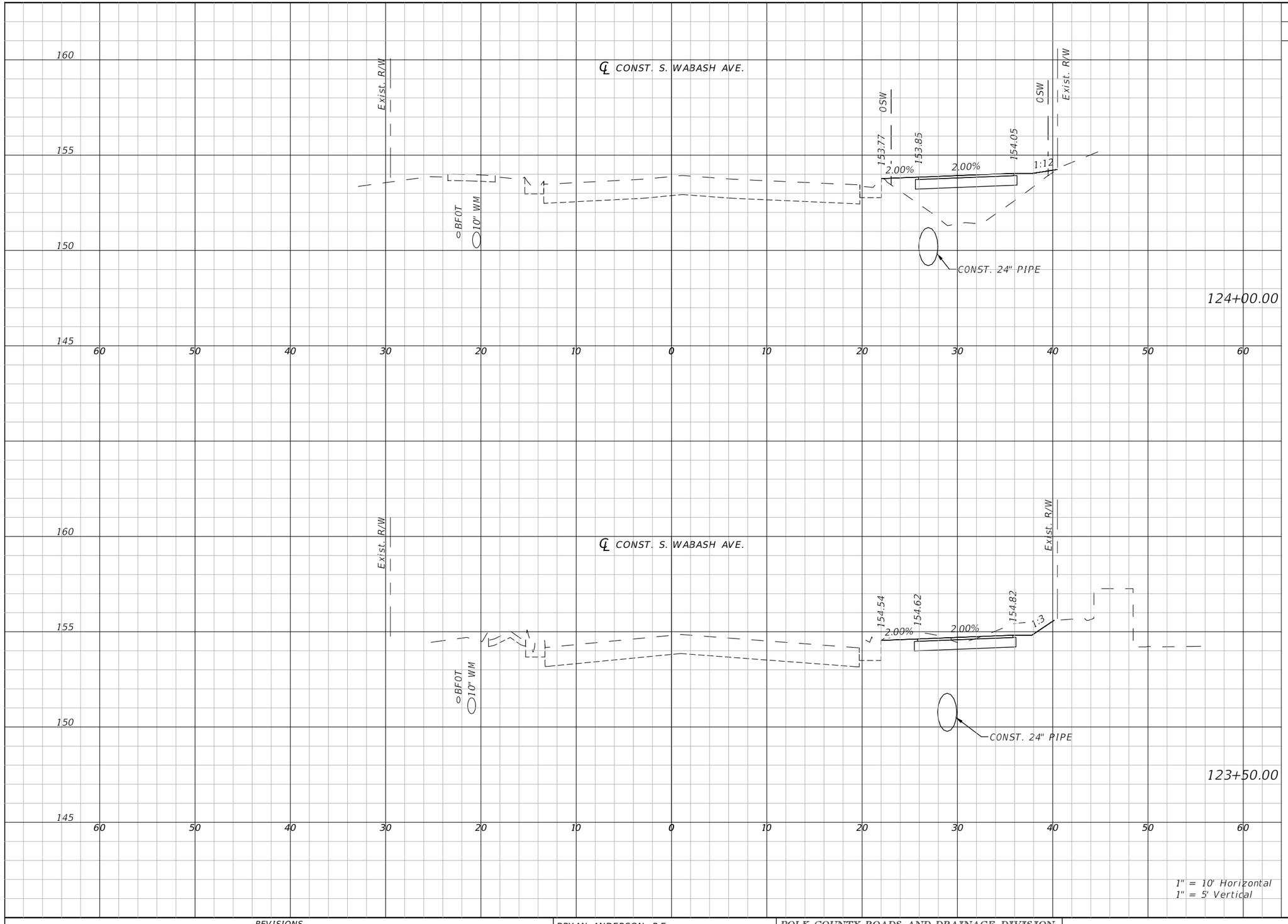
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (23)

SHEET NO. 72

James Greene 4/19/2022 4:18:21 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
0		21.1	
	9.9		19.5
10.7		0	
	28.8		0

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

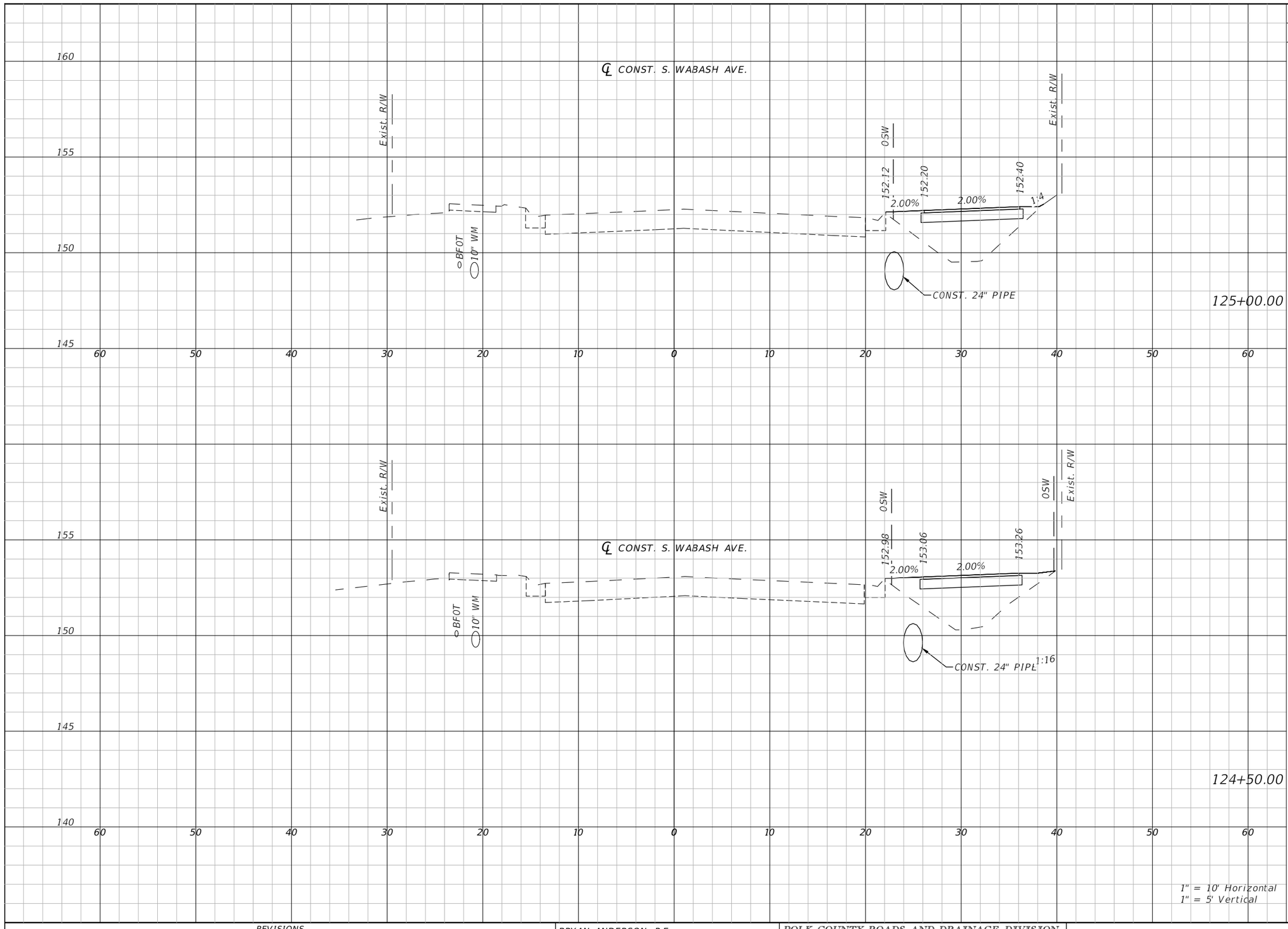
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (24)

SHEET NO. 73

James Greene 4/19/2022 4:18:30 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
0		20.6	
	0		39.4
0		21.9	
	0		39.8

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

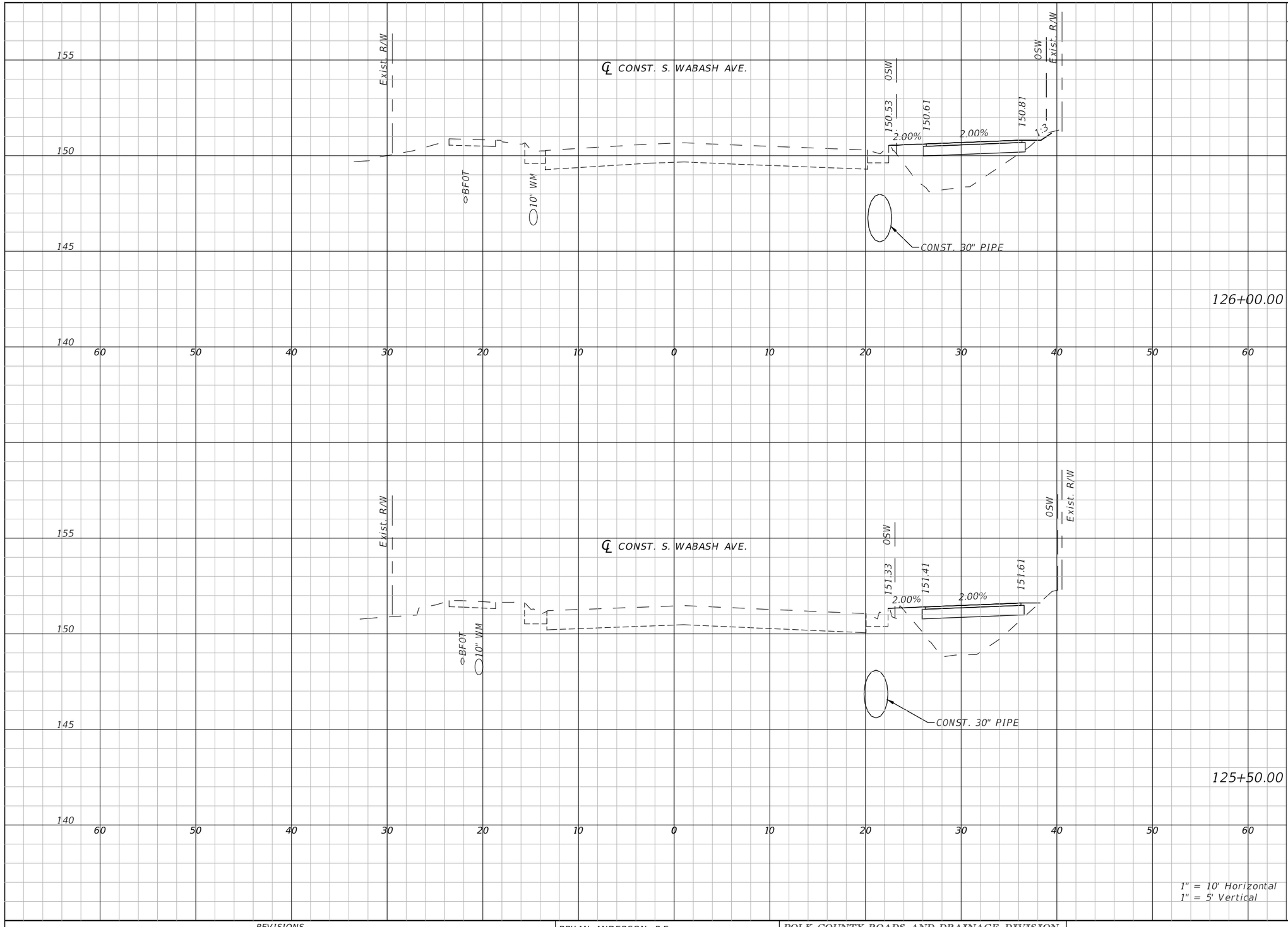
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (25)

SHEET NO. 74

James Greene 4/19/2022 4:18:40 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
0.3		17.7	
	0.5		33.1
0.2		18.0	
	0.2		35.7

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

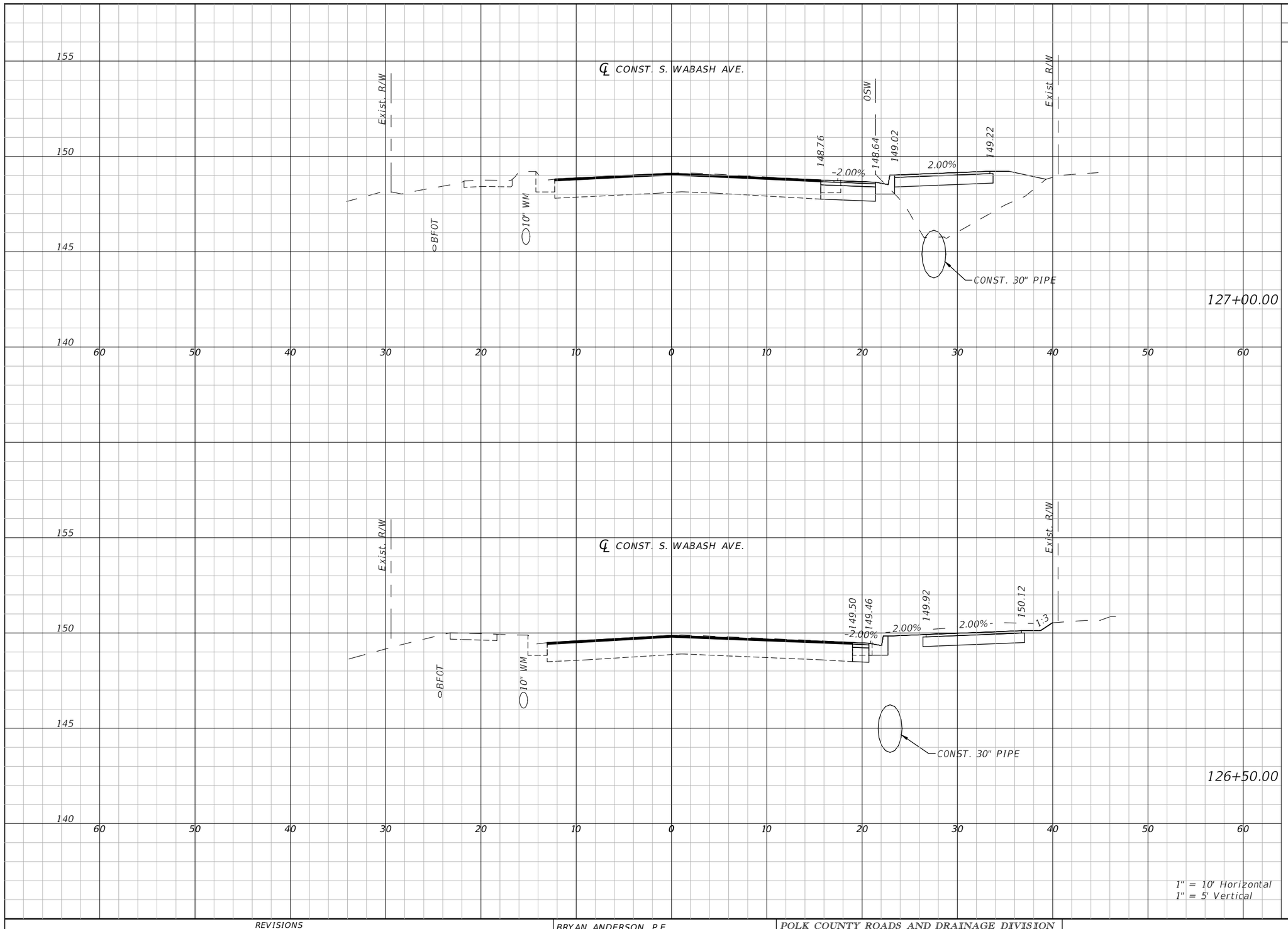
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (26)

SHEET NO. 75



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
6.9		27.2	
	19.4		25.2
14.1		0	
	13.3		16.4

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

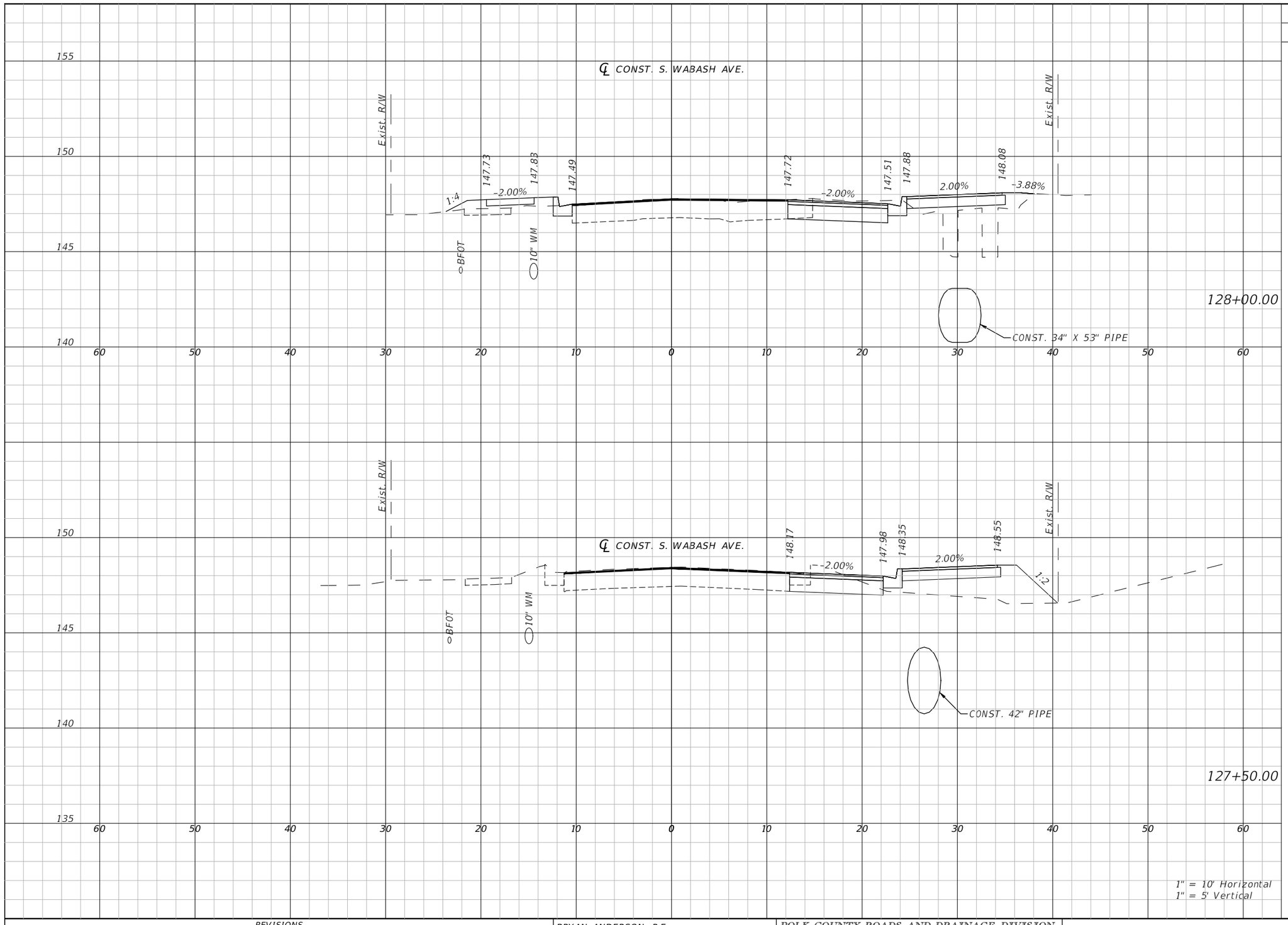
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (27)

SHEET NO. 76



1" = 10' Horizontal
1" = 5' Vertical

	Regular Exc.		Embankment	
	A(sf)	V(cy)	A(sf)	V(cy)
128+00.00	10.5		18.8	
		16.9		33.5
127+50.00	7.7		17.4	
		13.5		41.3

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

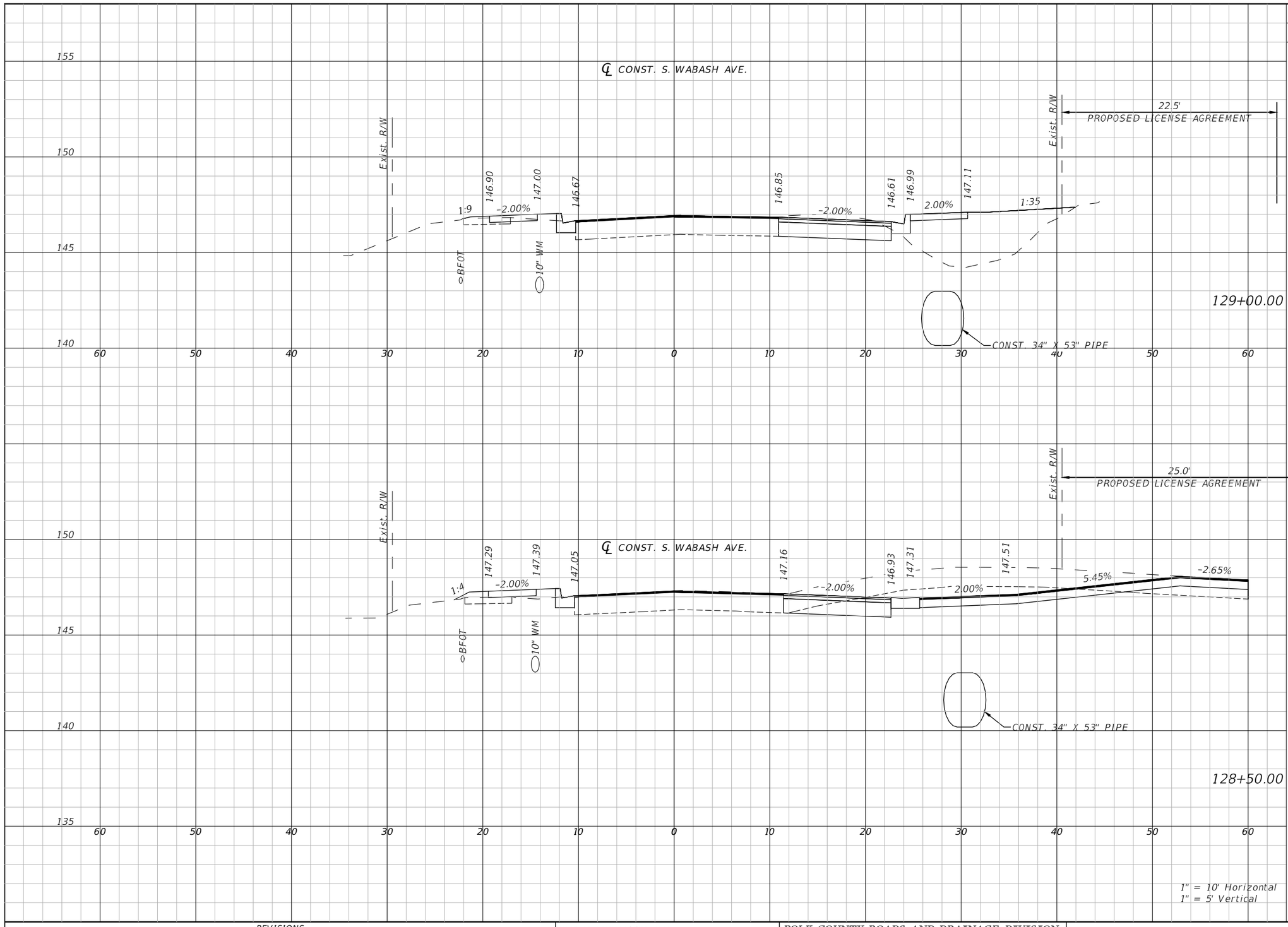
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (28)

SHEET NO. 77

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
13.2		35.3	
	27.7		38.3
16.7		6.1	
	25.2		23.1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

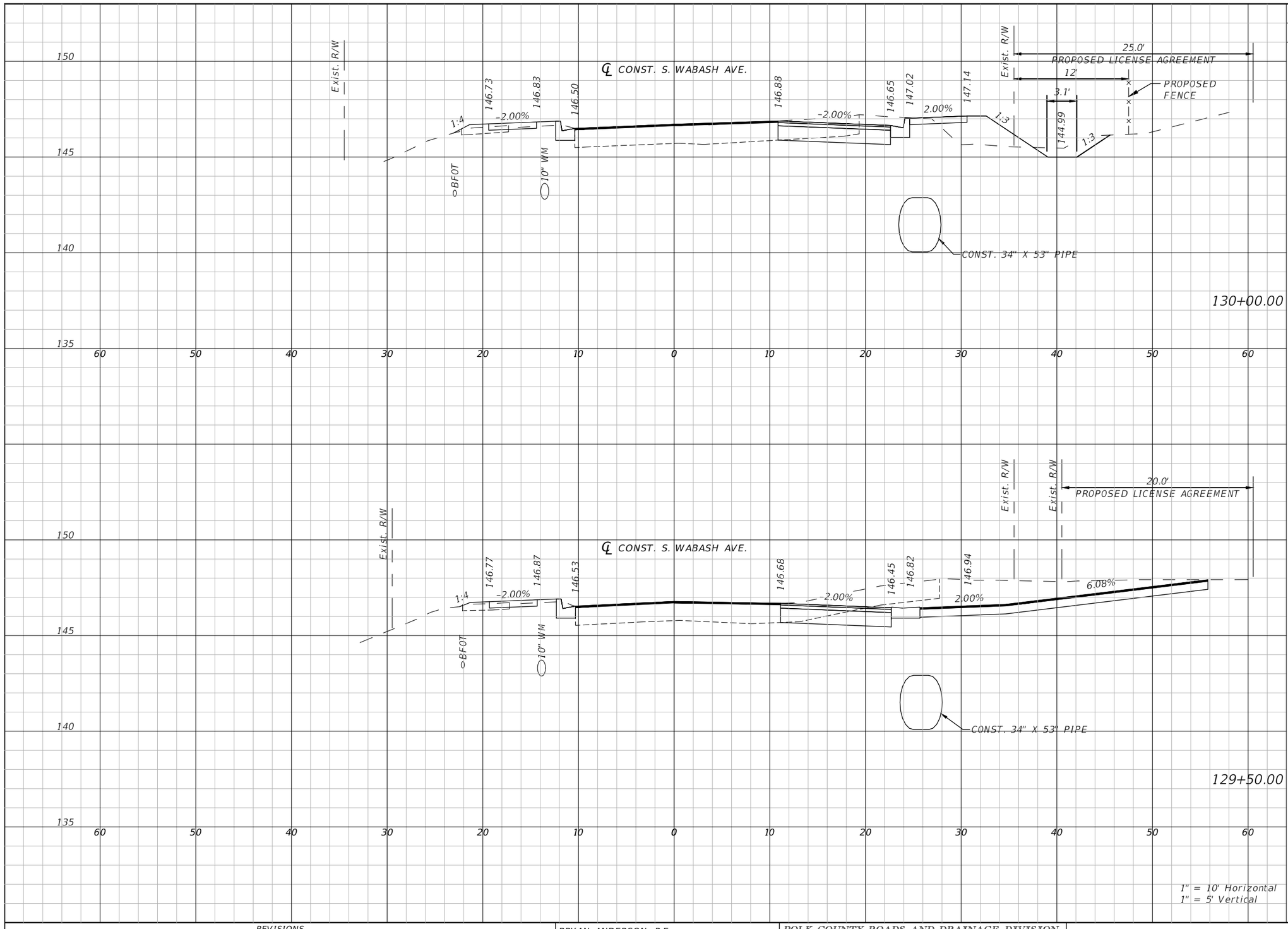
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (29)

SHEET NO. 78



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
9.6		13.7	
	23.2		15.8
15.5		3.4	
	26.6		35.8

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

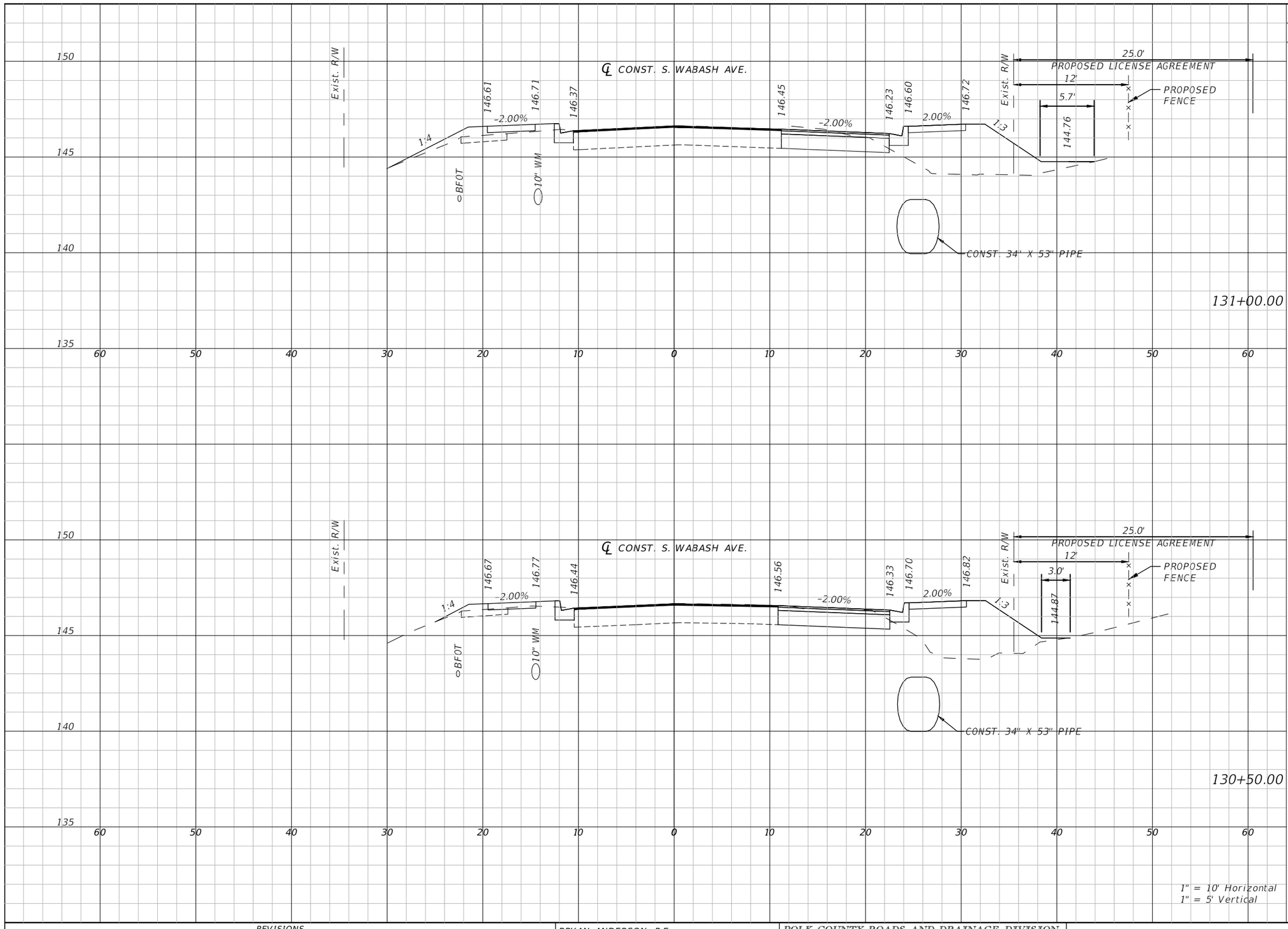
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (30)

SHEET NO. 79

James Greene 4/19/2022 4:19:23 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
10.1		37.4	
	19.1		68.8
10.5		36.9	
	18.6		46.9

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

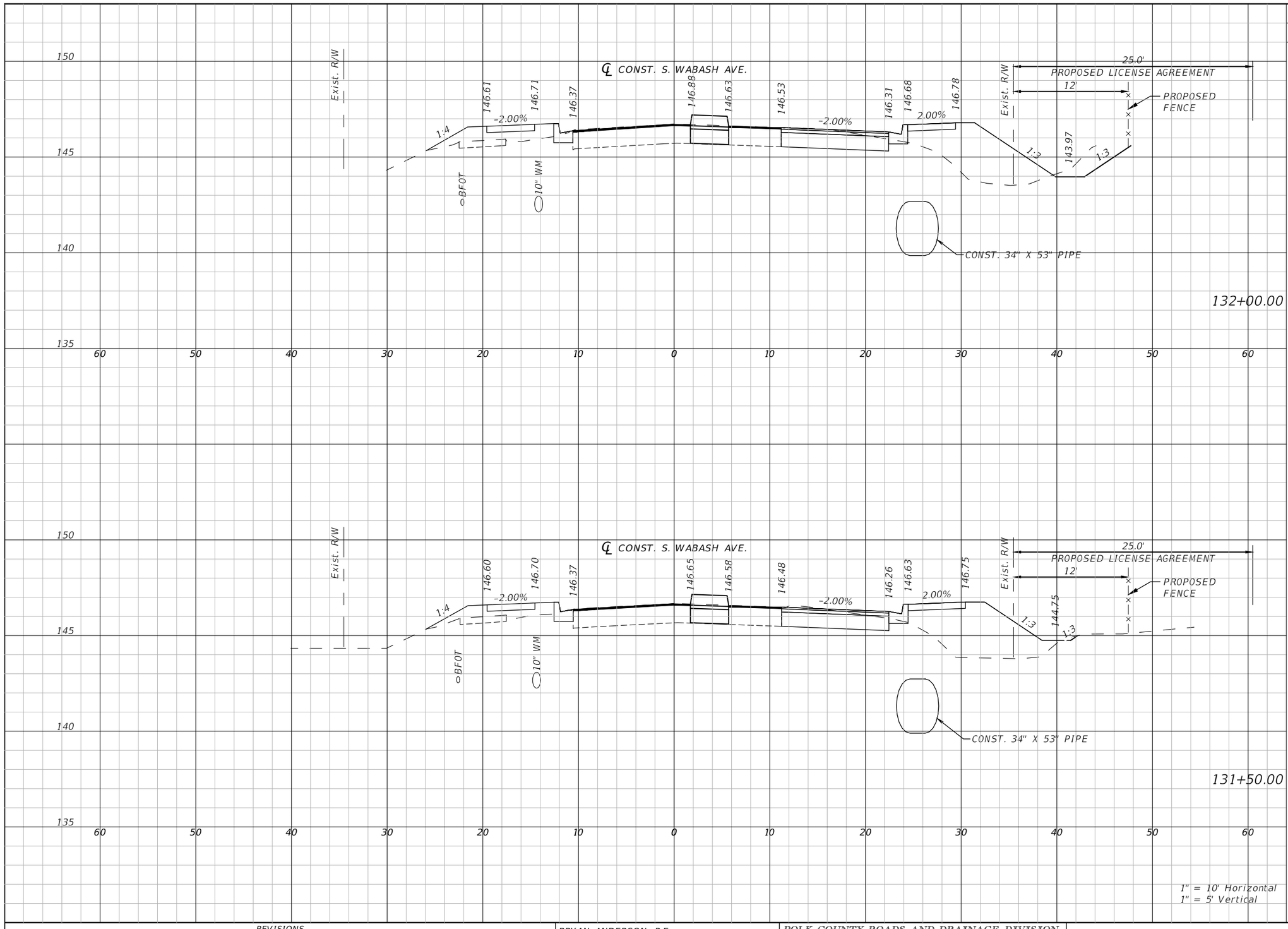
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (31)

SHEET NO. 80

James Greene 4/19/2022 4:19:31 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
15.8		39.6	
	24.5		74.2
10.7		40.5	
	19.3		72.1

1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

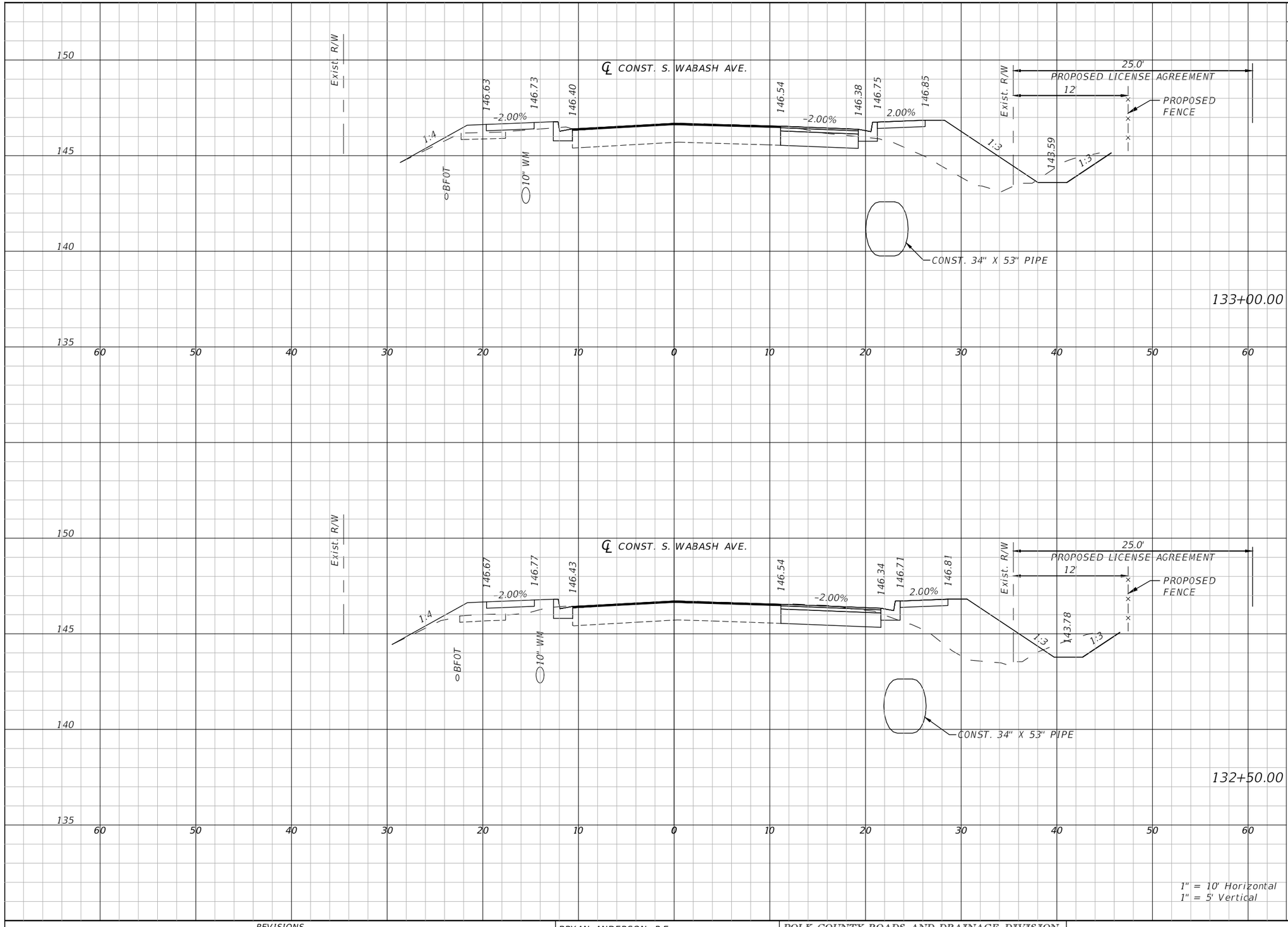
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (32)

SHEET NO. 81

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
11.8		35.0	
	25.6		69.4
15.8		39.9	
	29.3		73.6

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

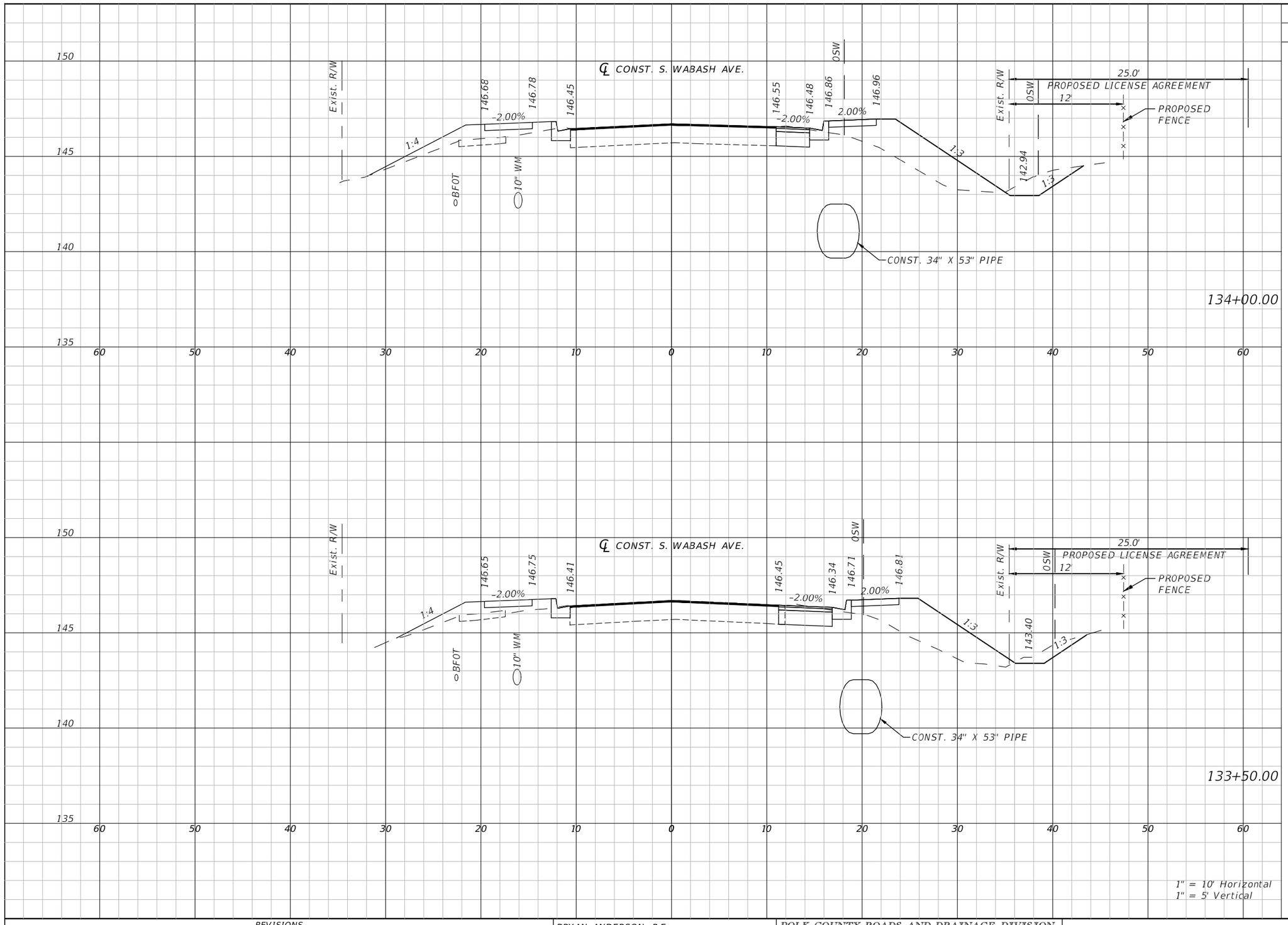
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (33)

SHEET NO. 82



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
6.5		37.8	
	14.1		67.6
8.7		35.2	
	19.0		65.0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

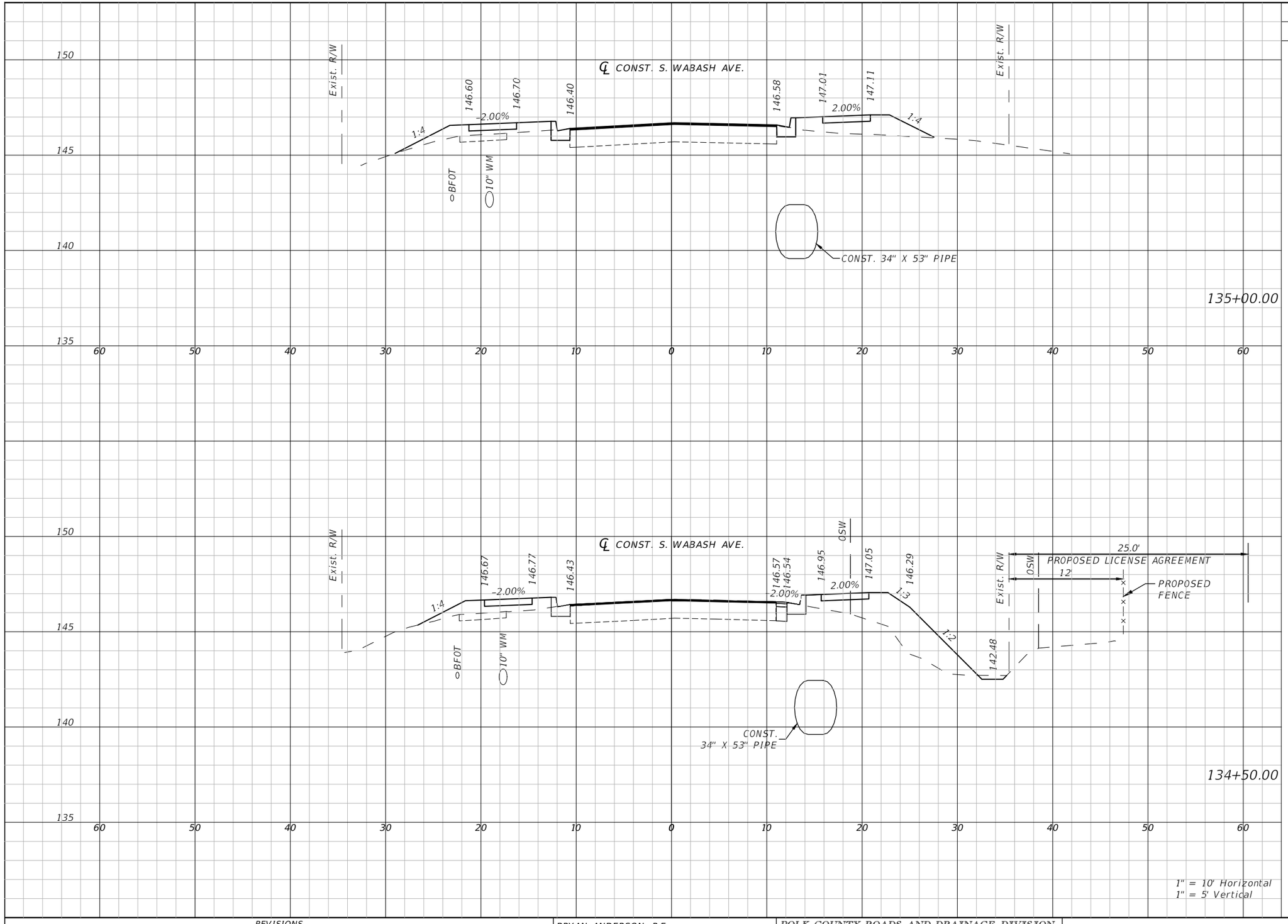
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (34)

SHEET NO. 83

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
1.0		22.5	
	6.7		58.8
6.2		41.0	
	11.8		73.0

1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

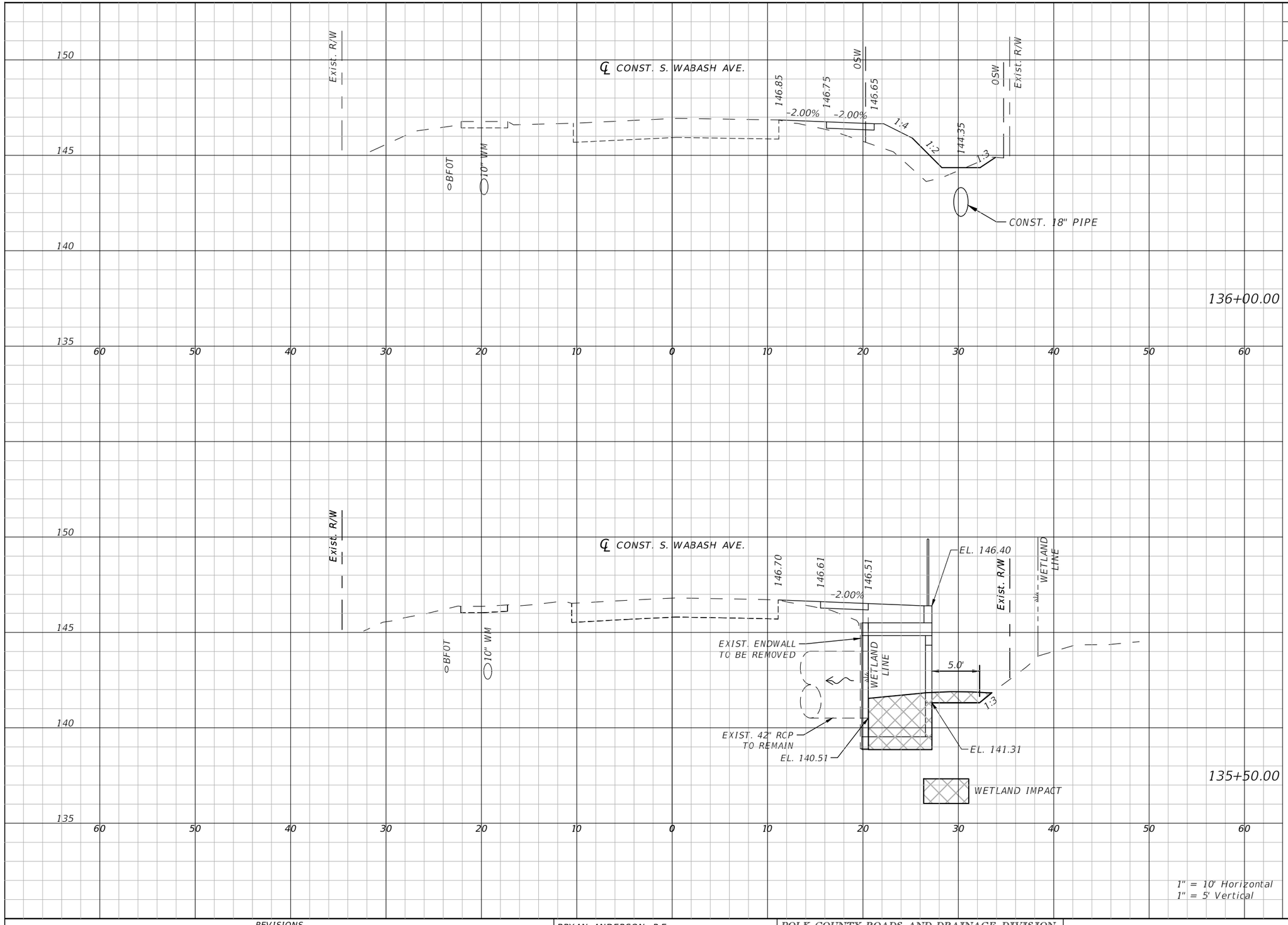
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (35)

SHEET NO. 84

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
0.6		13.0	
	22.9		19.4
24.1		8.0	
	23.2		28.2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

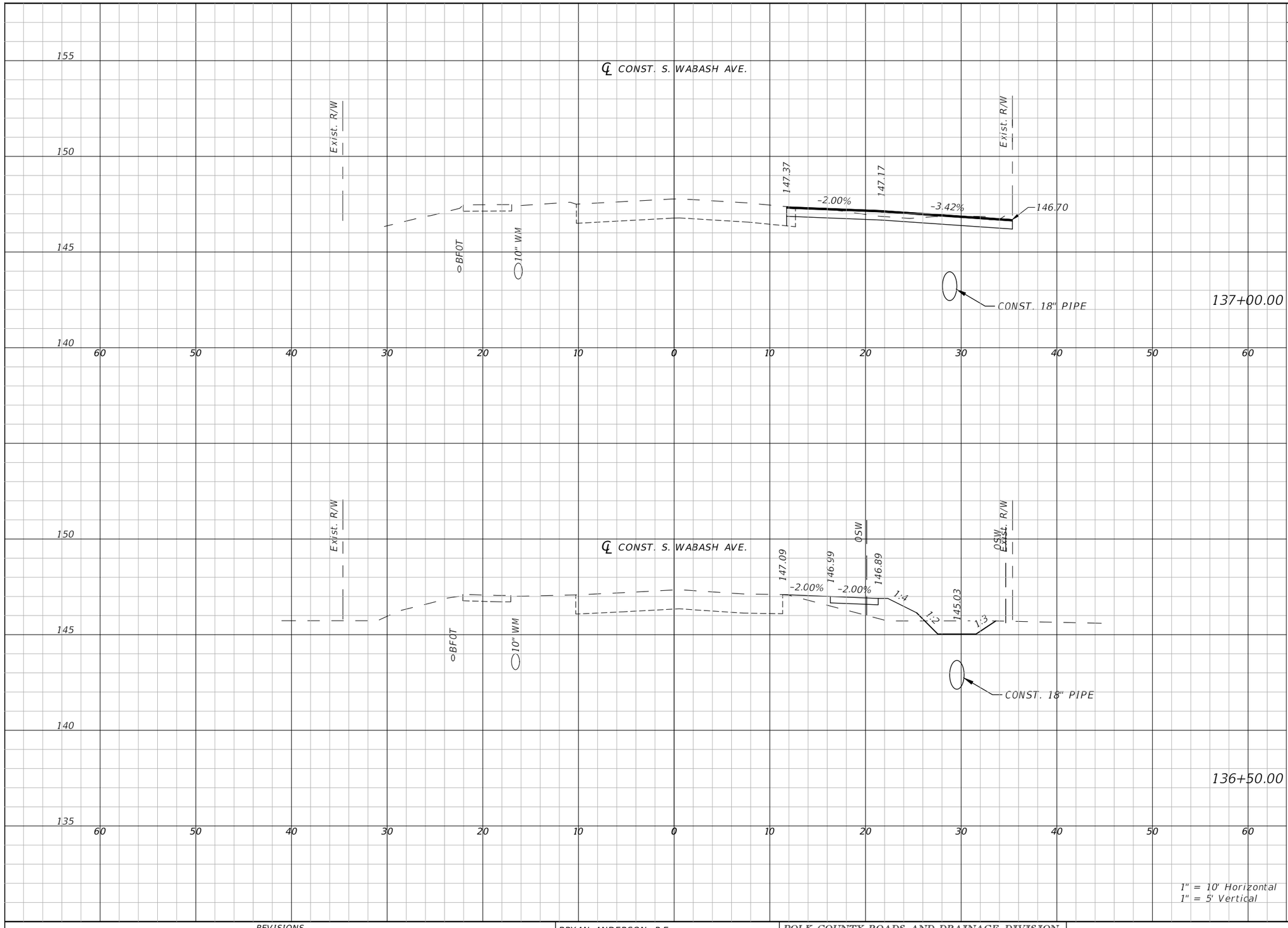
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (36)

SHEET NO. 85



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
8.6		0.5	
	11.7		6.9
4.0		7.0	
	4.3		18.5

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

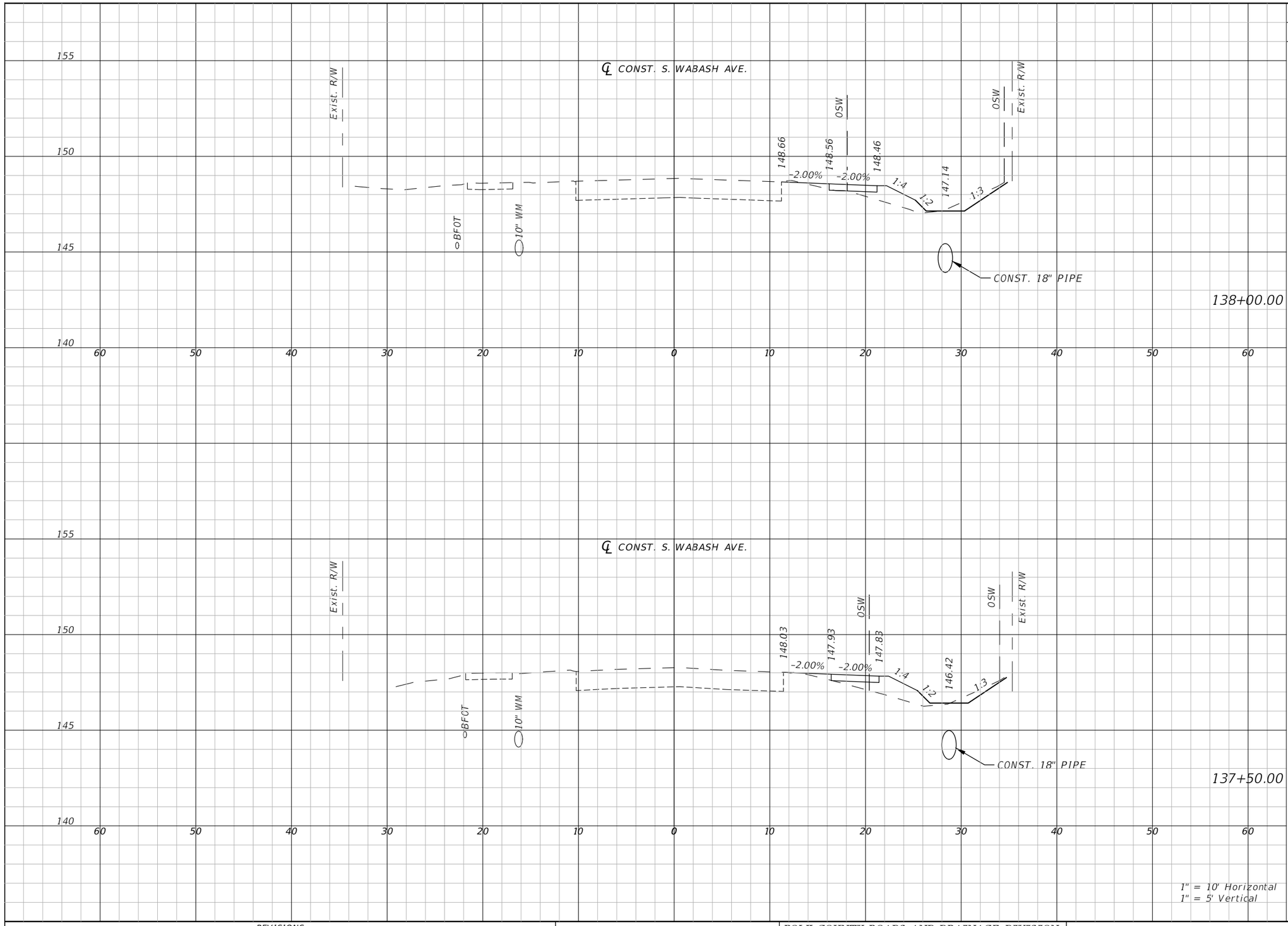
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (37)

SHEET NO. 86

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
1.9		4.5	
	3.0		9.9
1.3		6.2	
	9.2		6.2

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

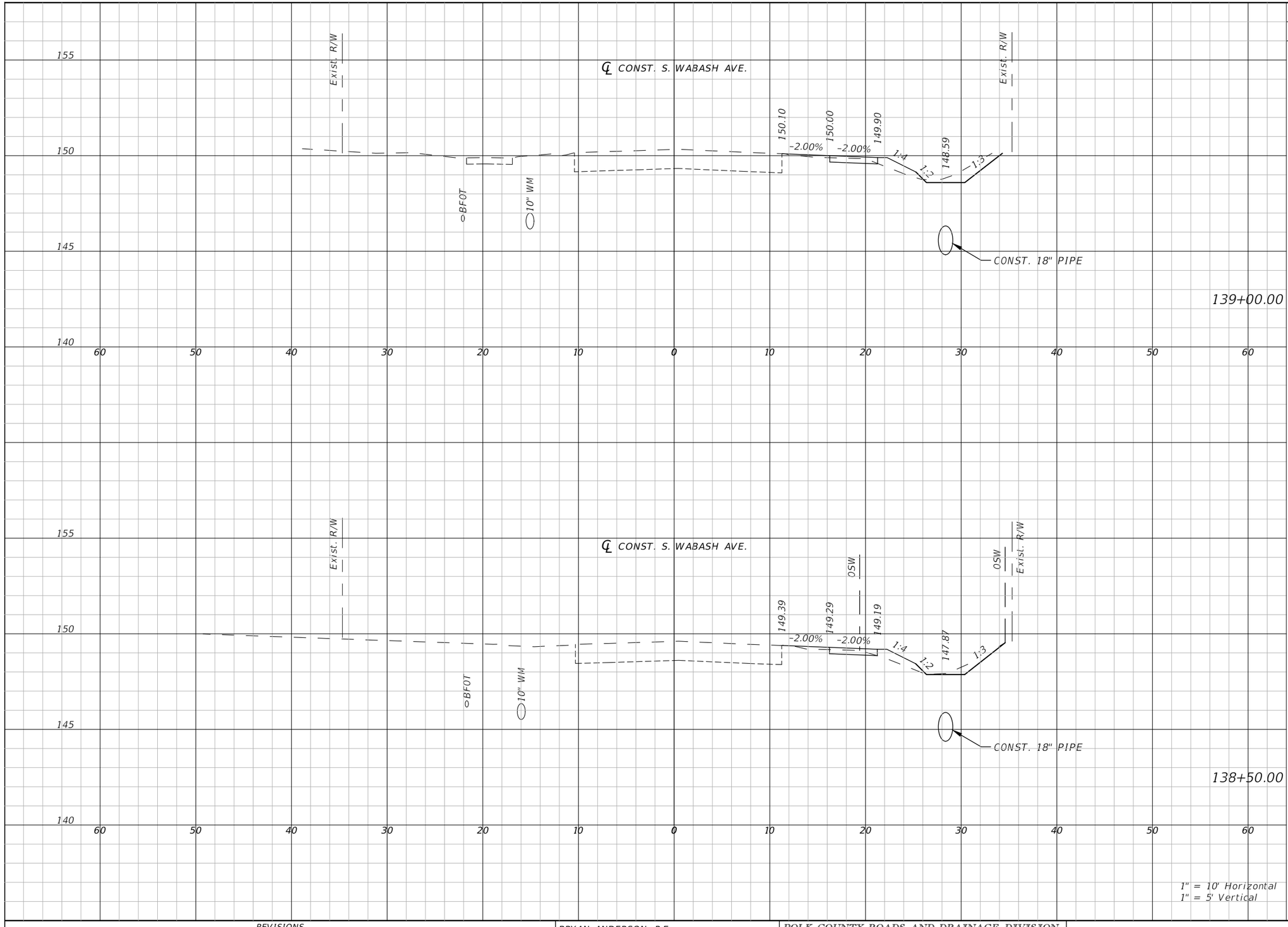
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (38)

SHEET NO. 87



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
4.7		2.2	
	7.2		4.2
3.1		2.3	
	4.6		6.3

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

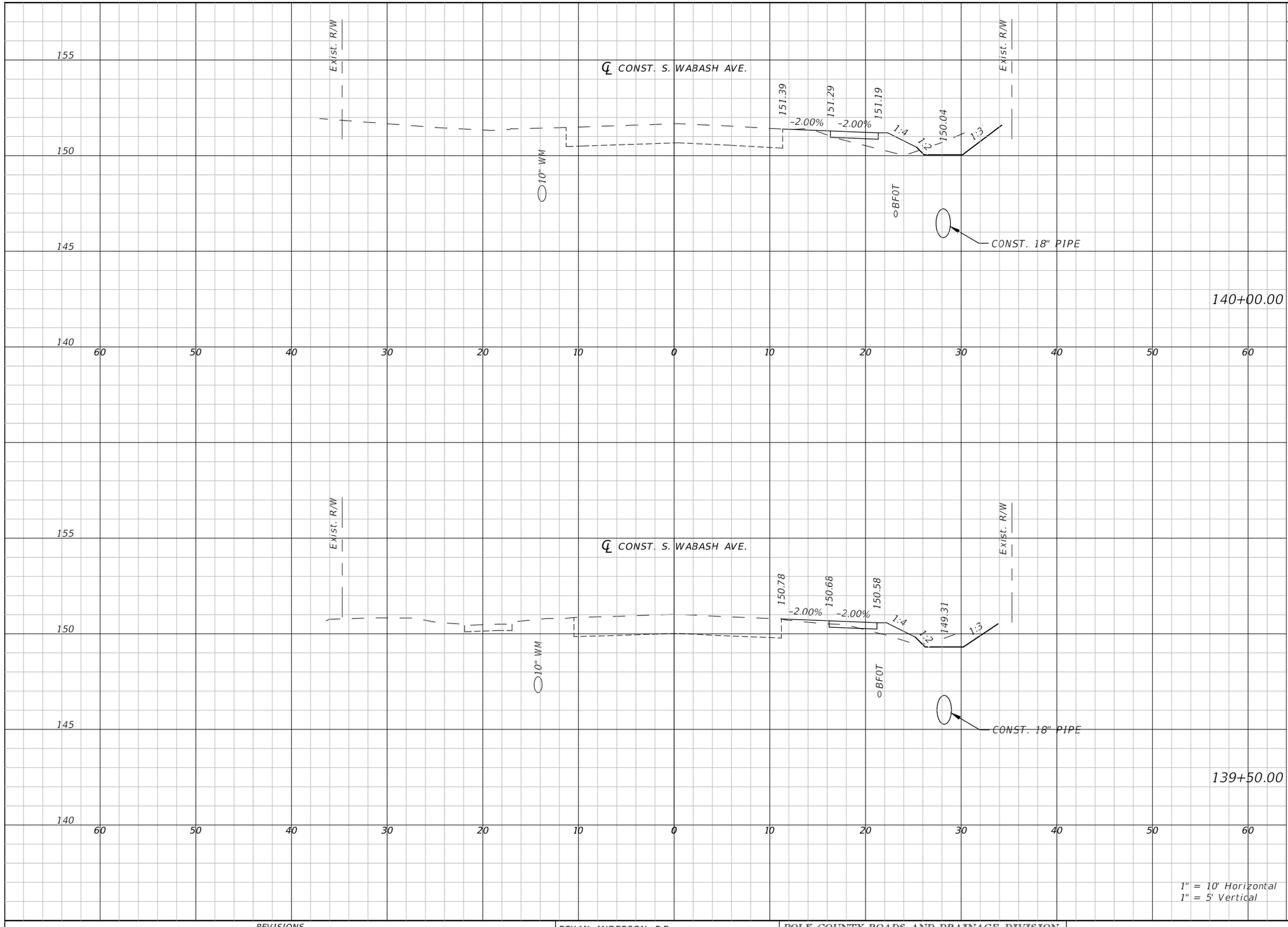
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (39)

SHEET NO. 88



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
6.0		4.5	
	9.4		6.9
4.2		3.0	
	8.2		4.8

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

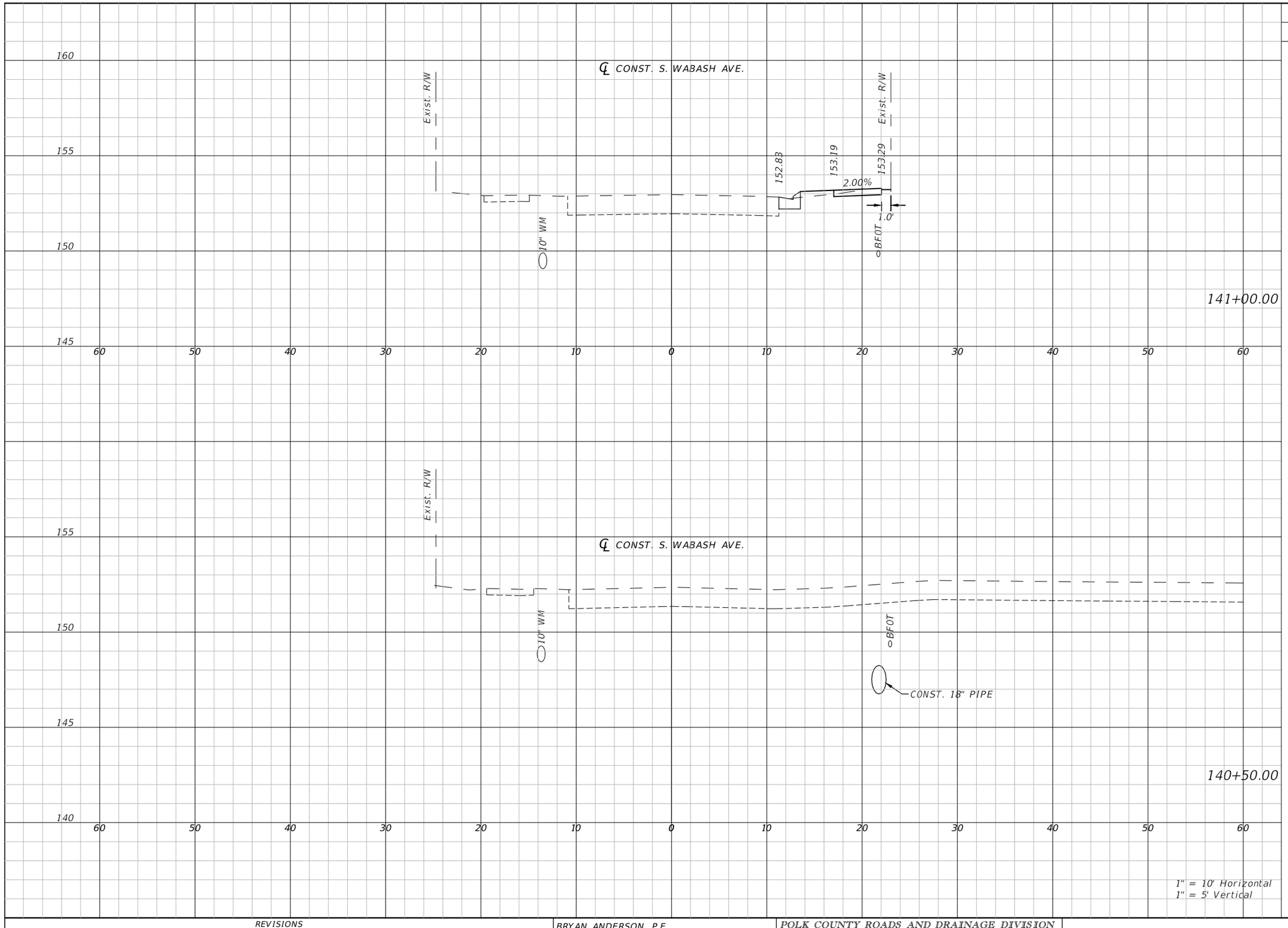
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (40)

SHEET NO. 89

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
4.3		0	
	4.0		0
0		0	
5.6		4.2	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

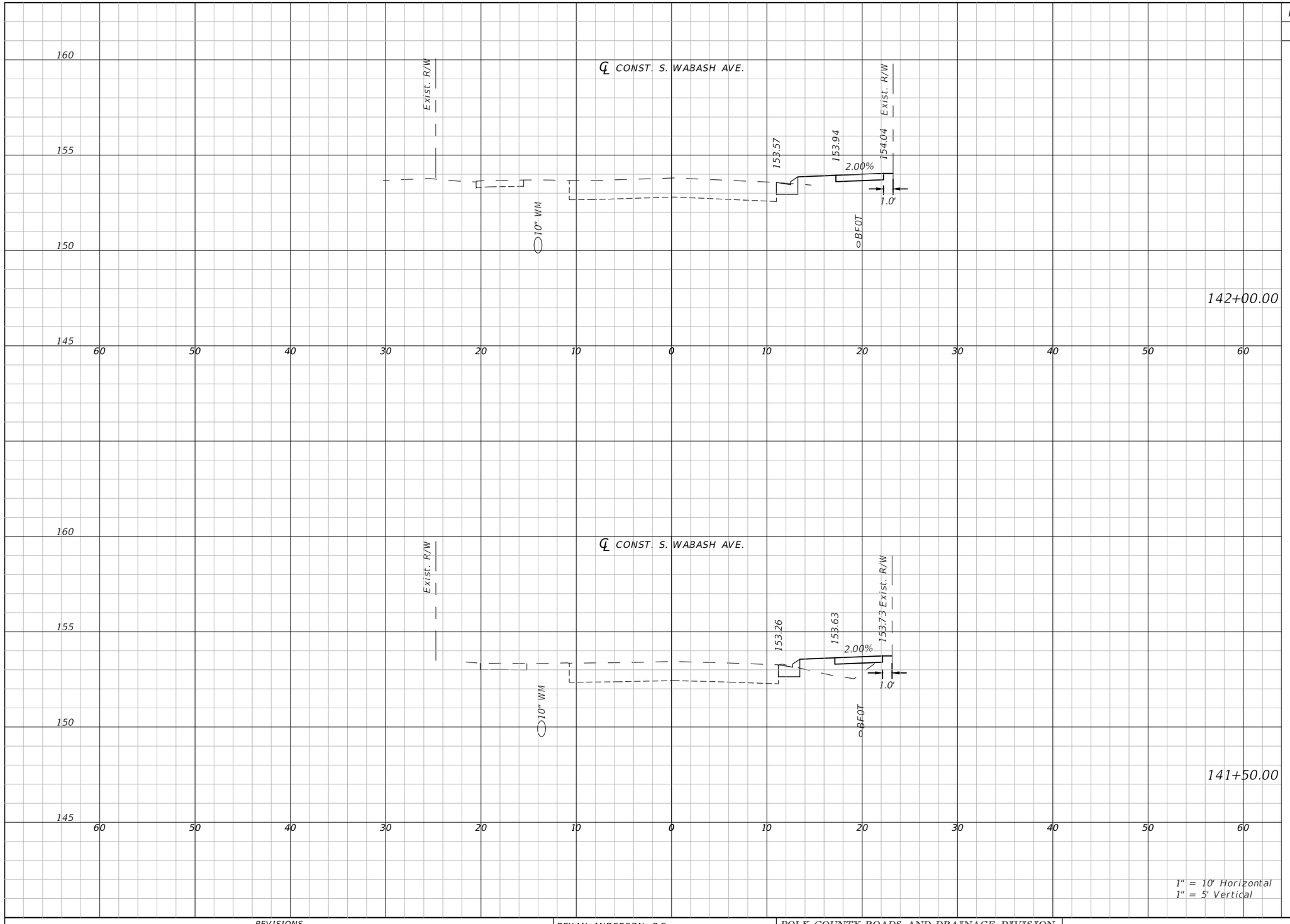
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (41)

SHEET NO. 90

James Greene 4/19/2022 4:22:00 PM

P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
3.6		0	
	4.7		2.1
1.5		2.3	
	5.4		2.1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

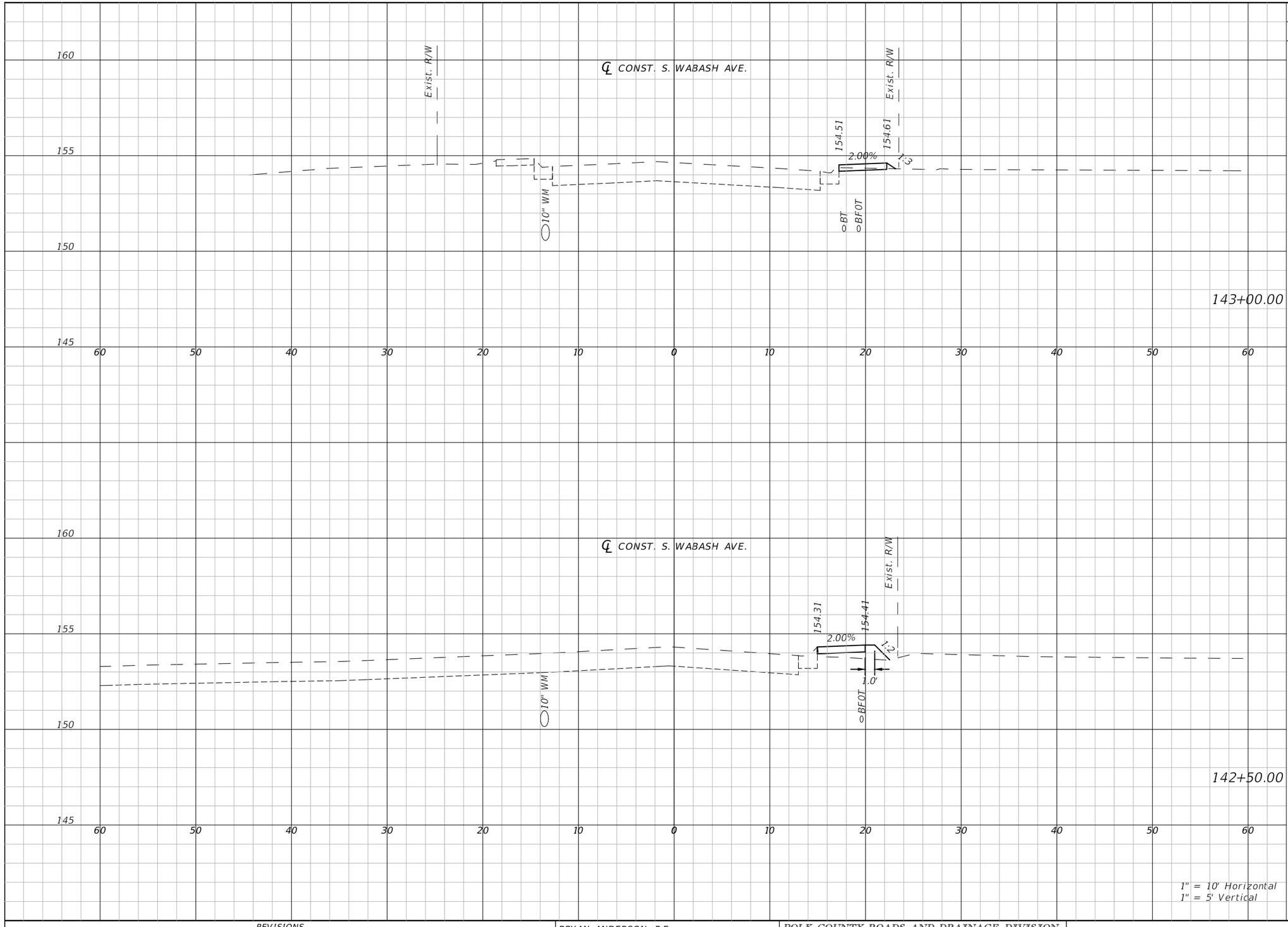
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (42)

SHEET NO. 91

James Greene 4/19/2022 4:22:07 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
0.6		0.2	
	0.6		3.1
0		3.2	
	3.3		3.0

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (43)

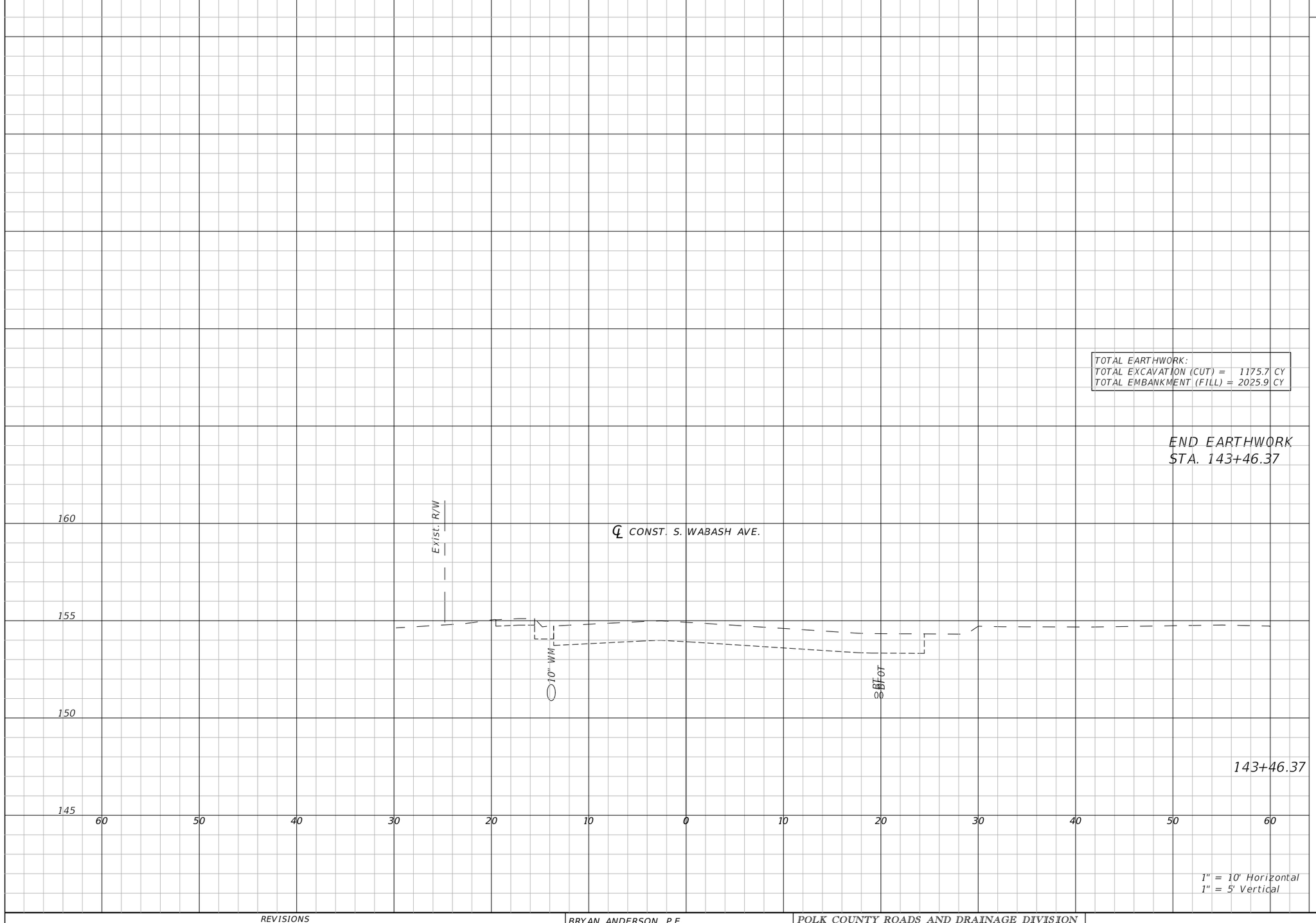
SHEET NO. 92

James Greene 4/19/2022 4:22:15 PM P:\PR58964\44184715201\Roadway\RDXSRD01_no_wall.dwg

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
0		0	
	0.5		0.2

TOTAL EARTHWORK:
TOTAL EXCAVATION (CUT) = 1175.7 CY
TOTAL EMBANKMENT (FILL) = 2025.9 CY

END EARTHWORK
STA. 143+46.37



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

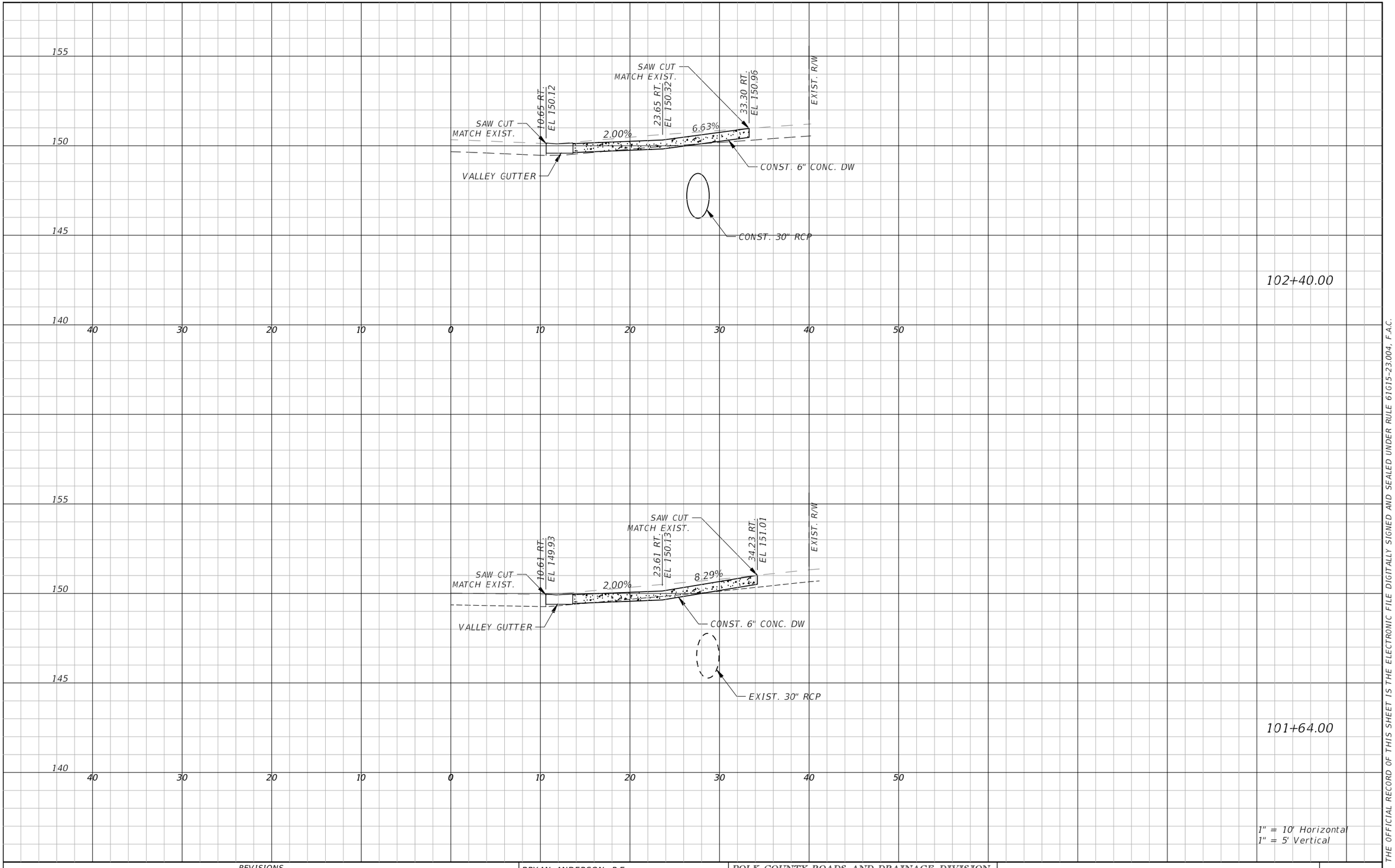
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (44)

SHEET NO. 93



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

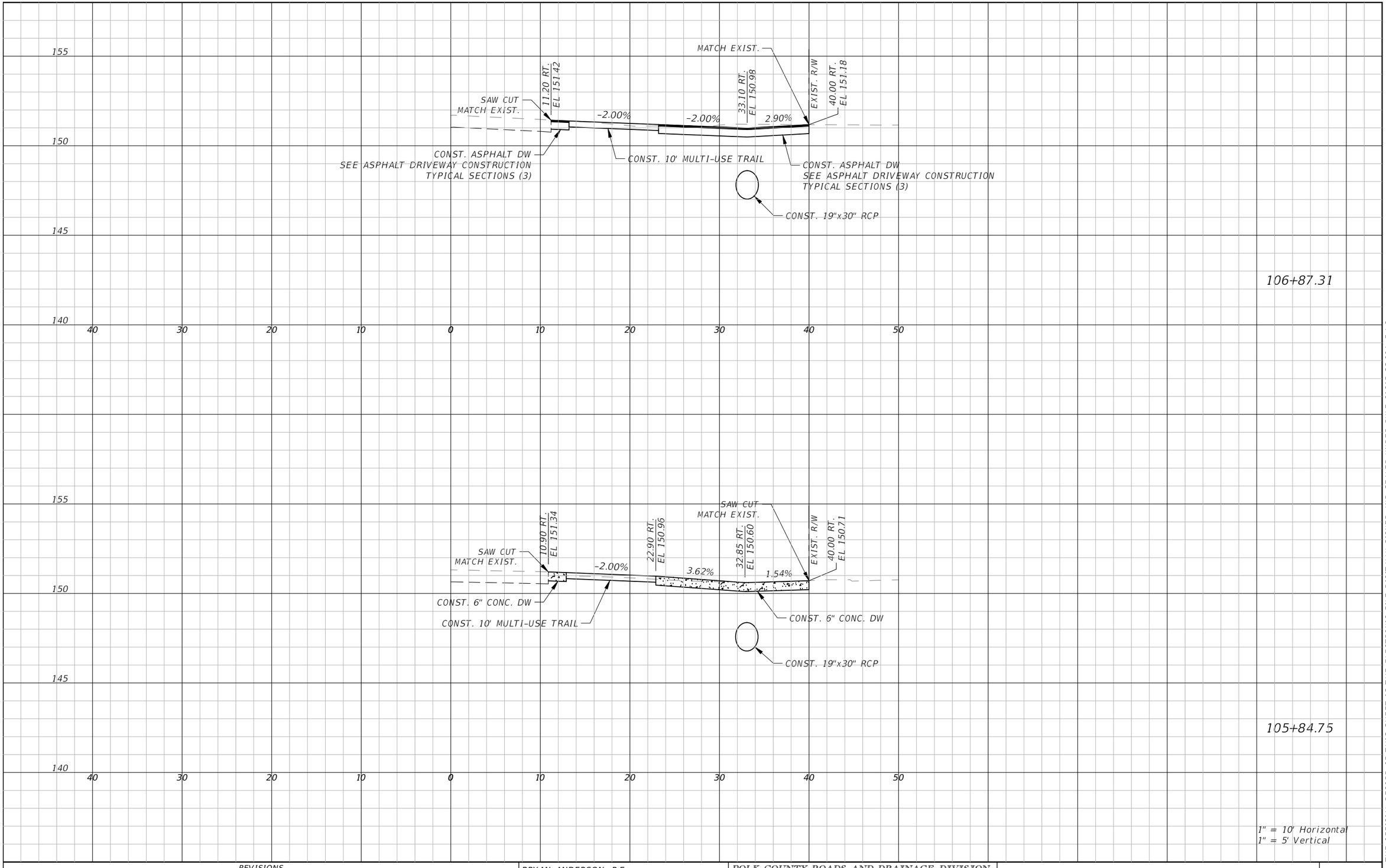
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (1)

SHEET NO. 94

James Greene 4/19/2022 4:23:26 PM

P:\PR58964\44184715201\Roadway\DWXSRD01.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

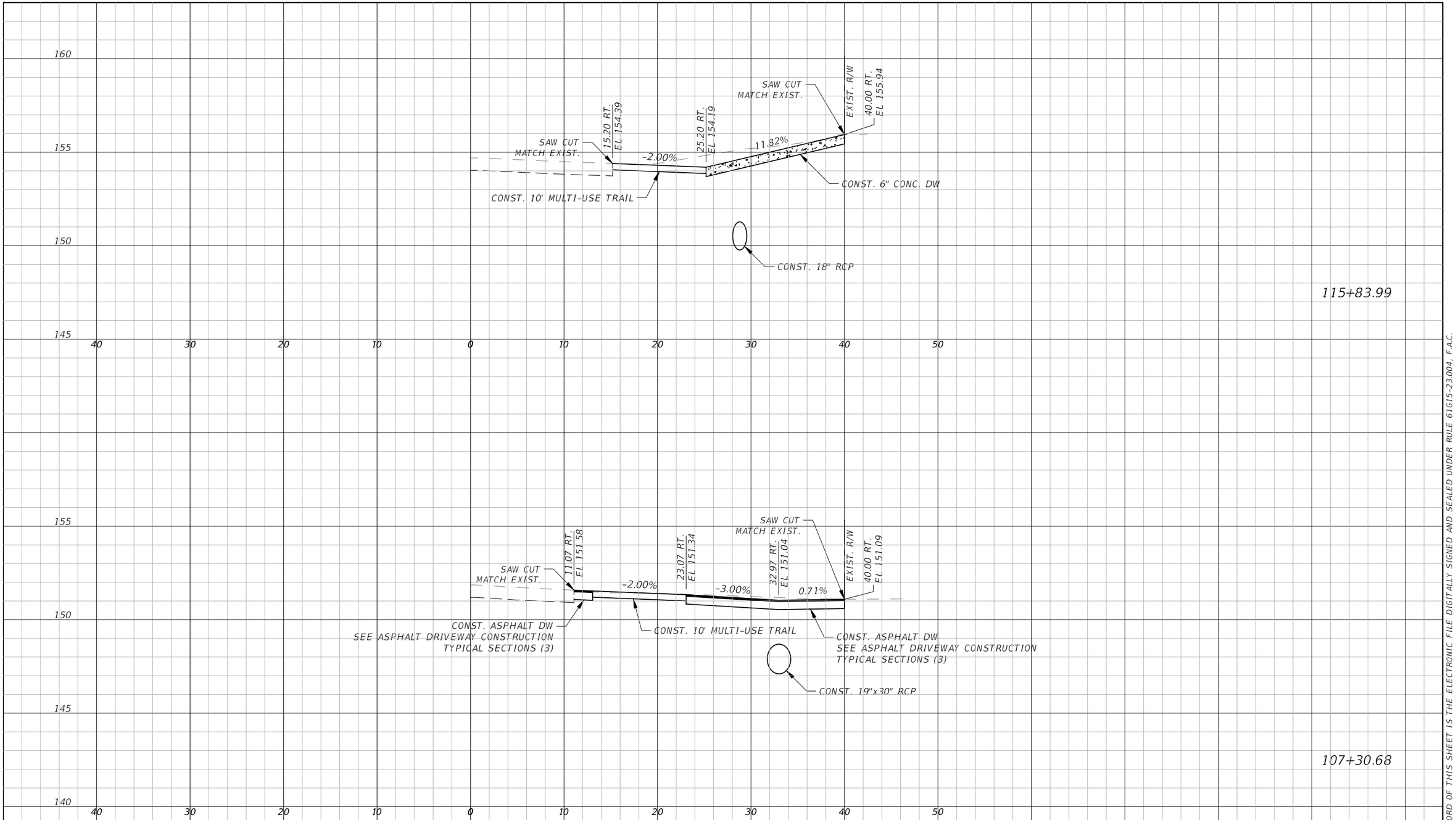
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (2)

SHEET NO. 95

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 4/19/2022 4:23:31 PM P:\PR58964\44184715201\Roadway\DWXSRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

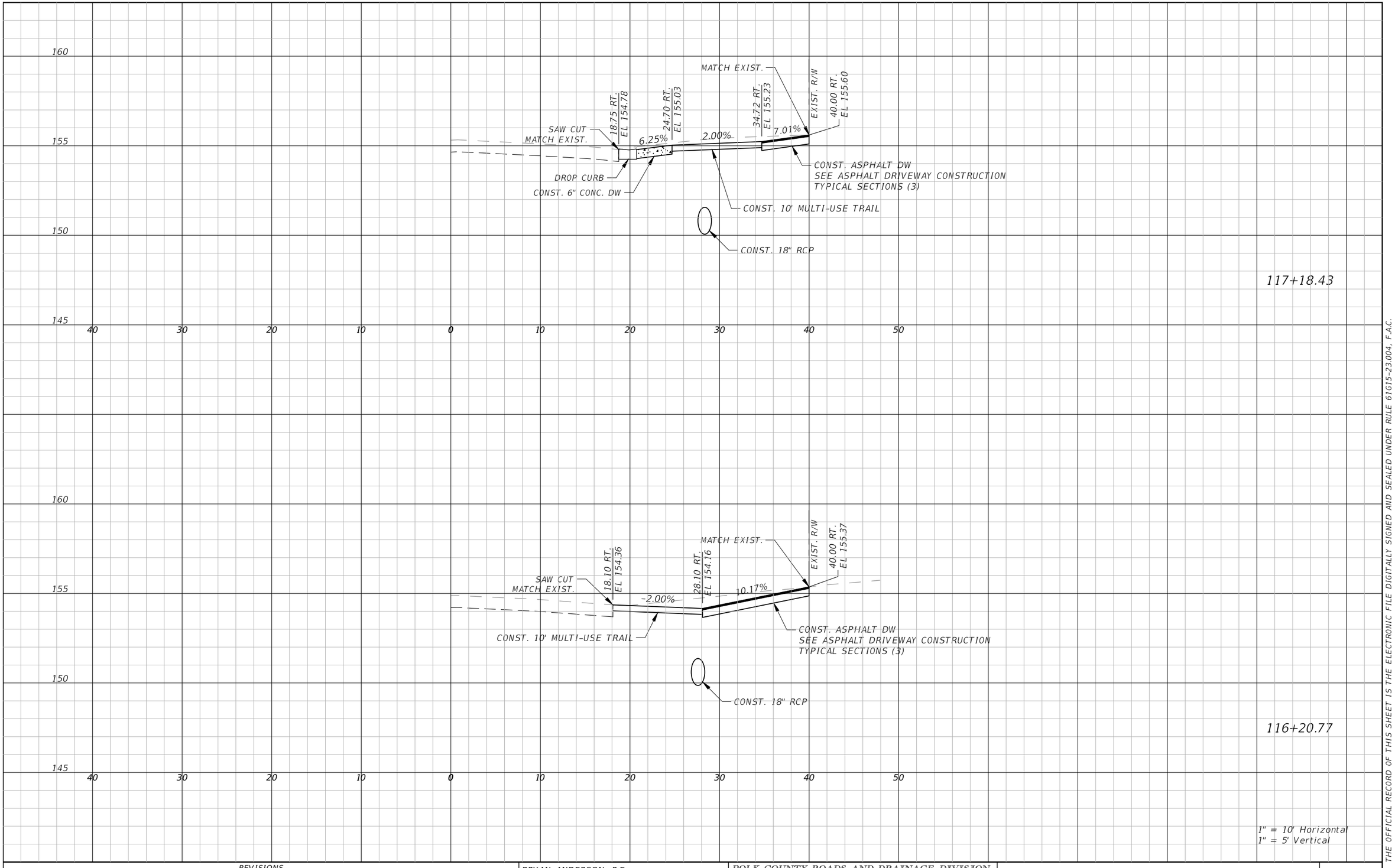
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (3)

SHEET NO. 96

James Greene 4/19/2022 4:23:35 PM

P:\PR58964\44184715201\Roadway\DWXSRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

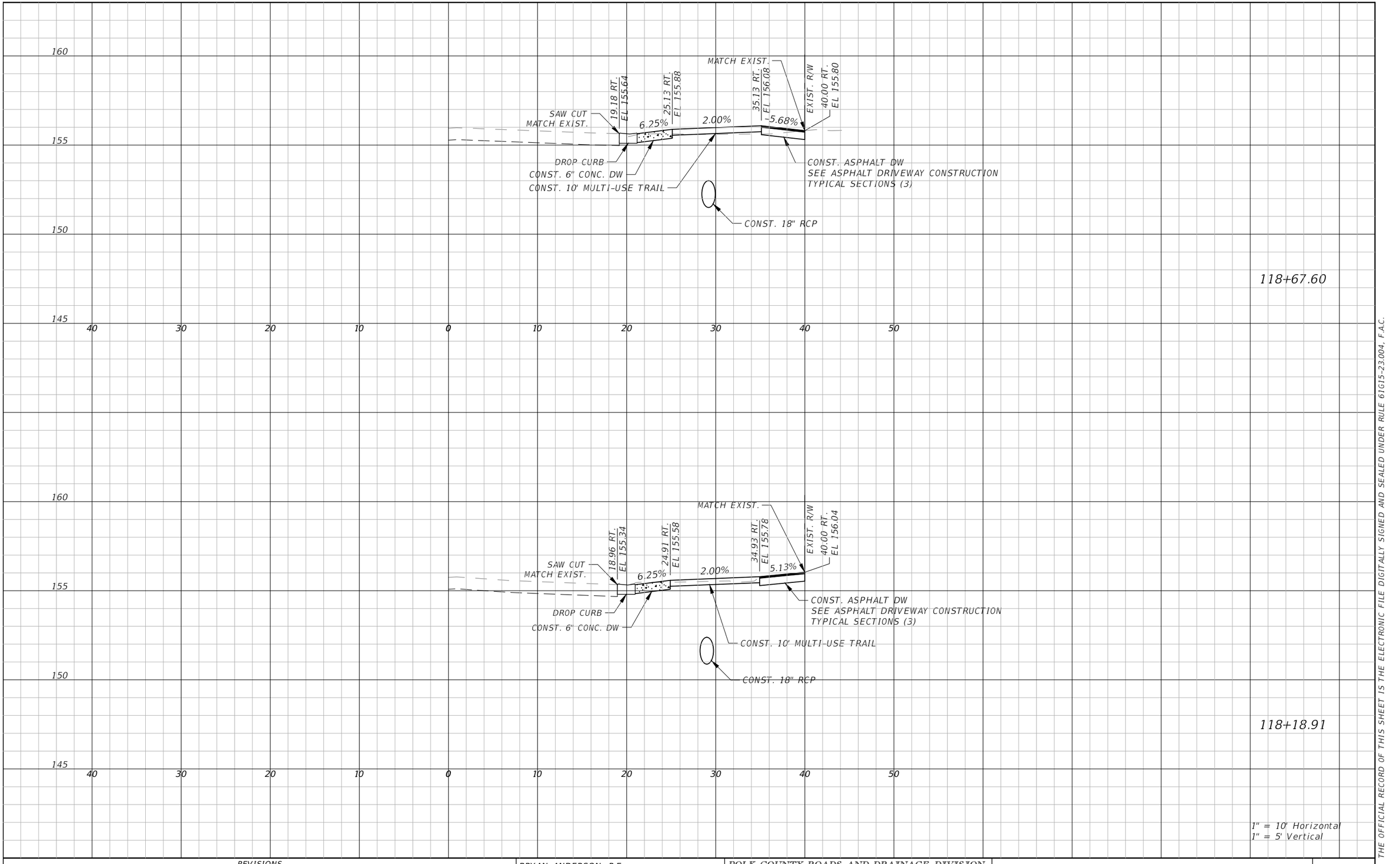
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (4)

SHEET NO. 97

James Greene 4/19/2022 4:23:39 PM

P:\PR58964\44184715201\Roadway\DWXSRD01.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

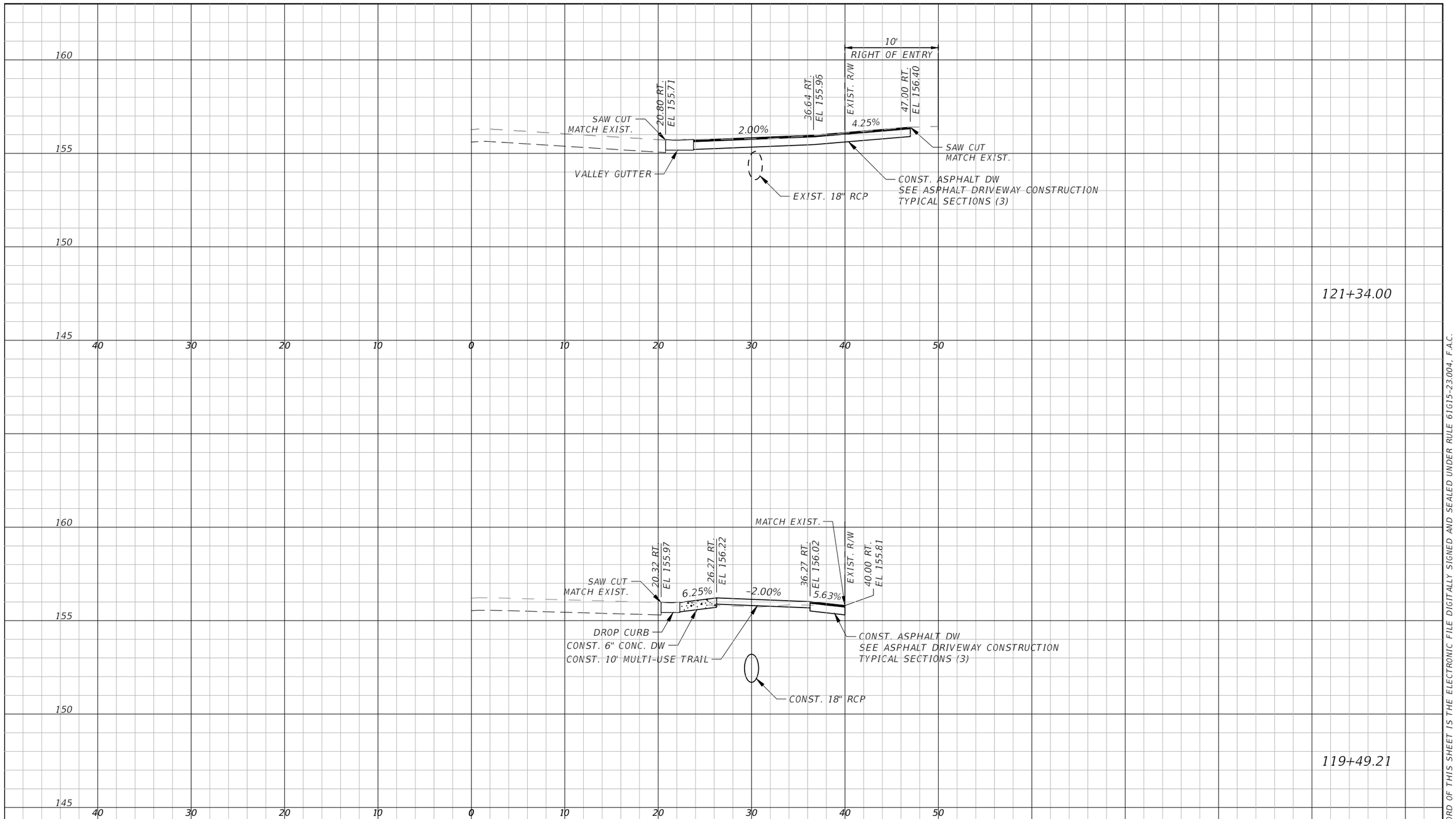
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (5)

SHEET NO. 98

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 4/19/2022 4:23:44 PM P:\PR58964\44184715201\Roadway\DWXSRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

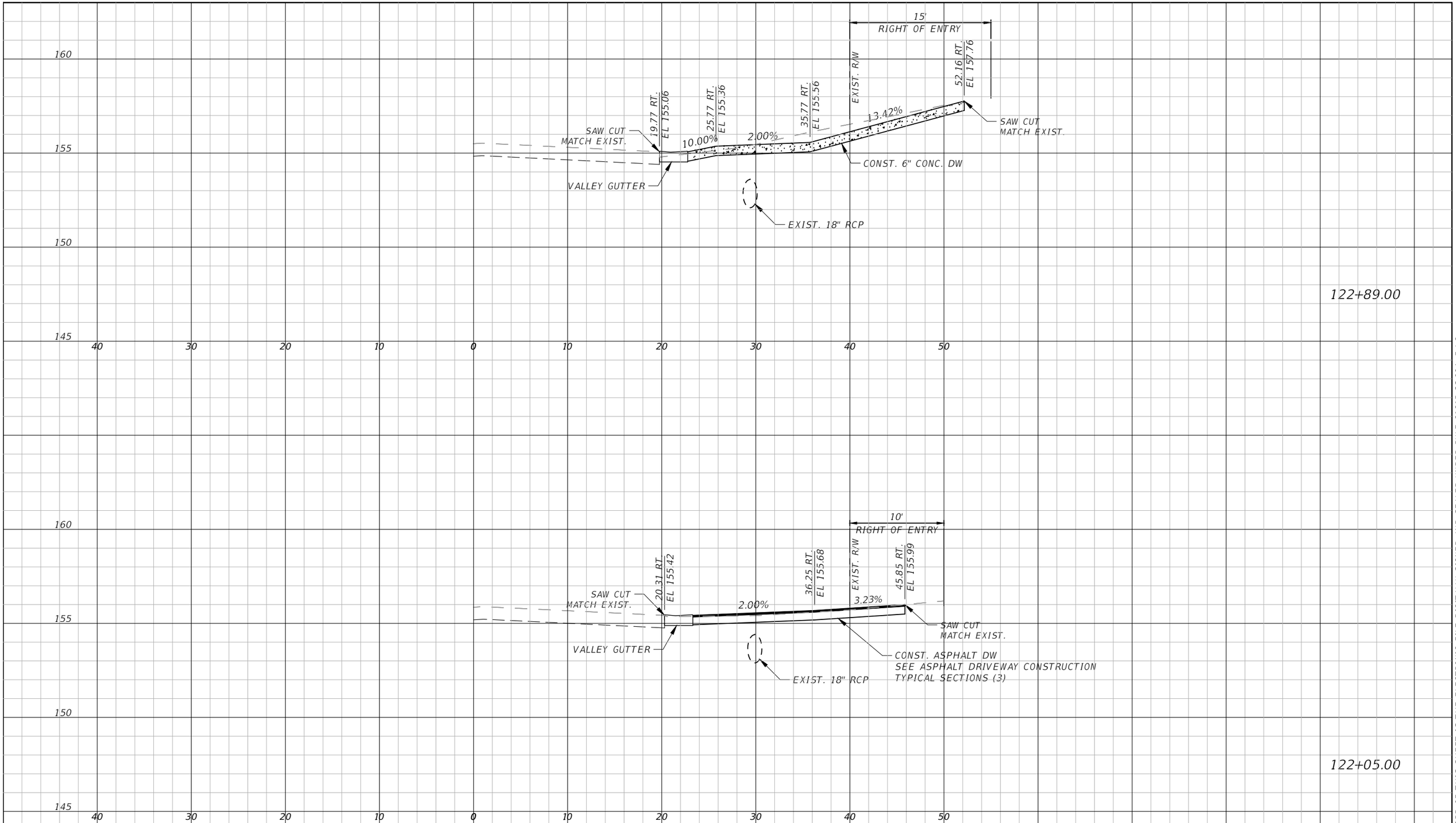
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (6)

SHEET NO. 99

James Greene 4/19/2022 4:23:48 PM

P:\PR58964\44184715201\Roadway\DWXSRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

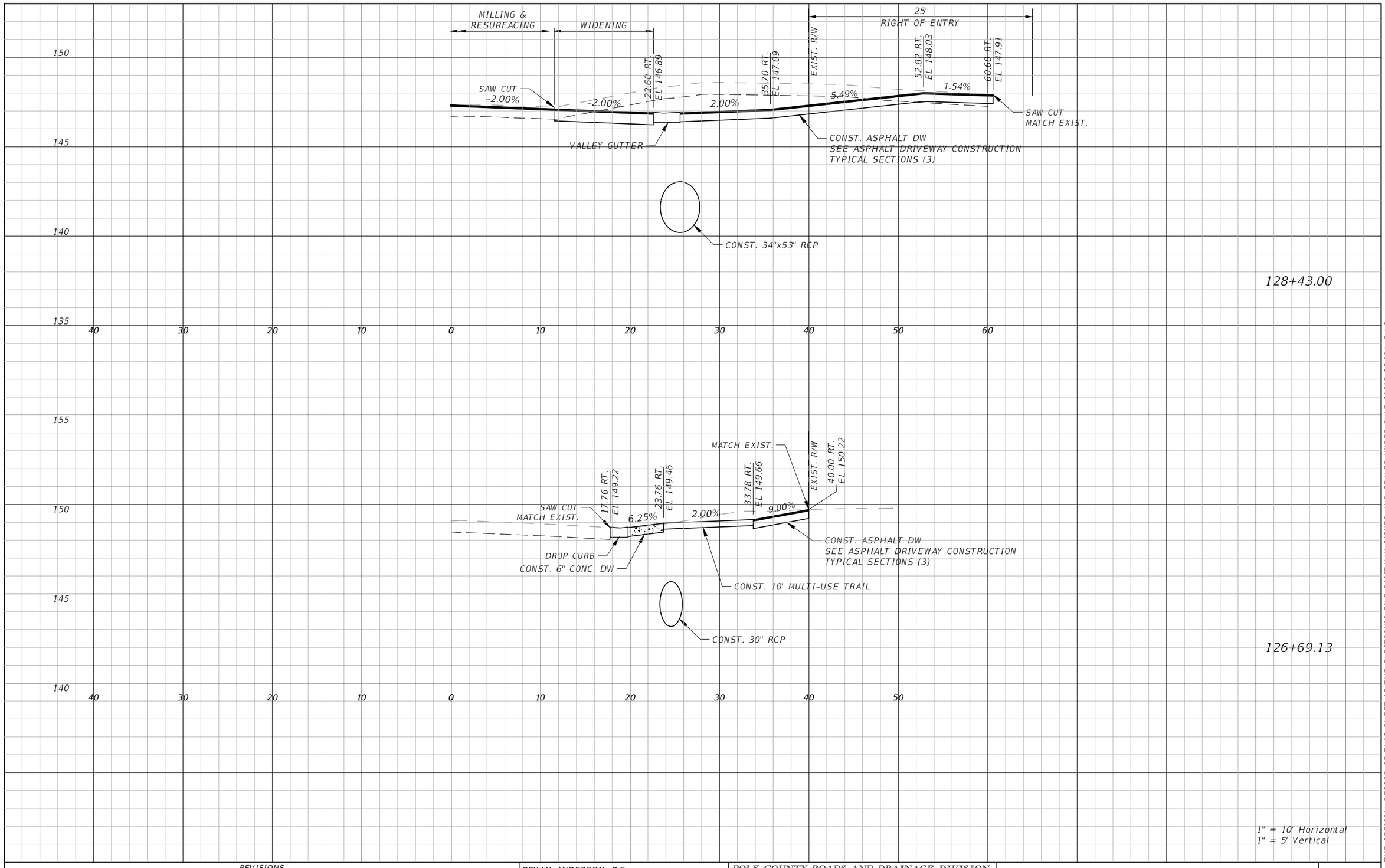
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (7)

SHEET NO. 100

James Greene 4/19/2022 4:23:53 PM

P:\PR58964\44184715201\Roadway\DWXSRD01.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

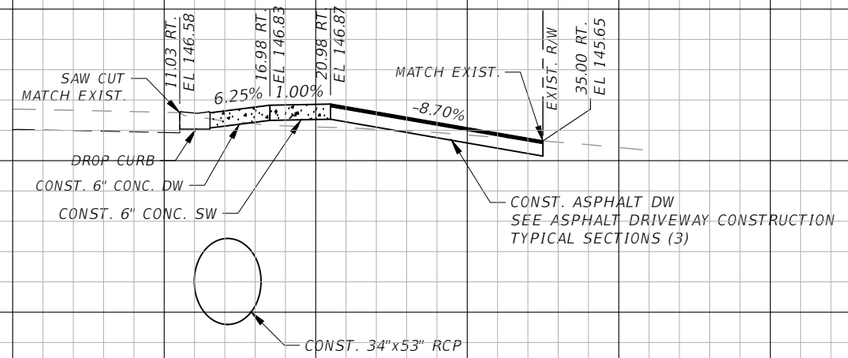
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (8)

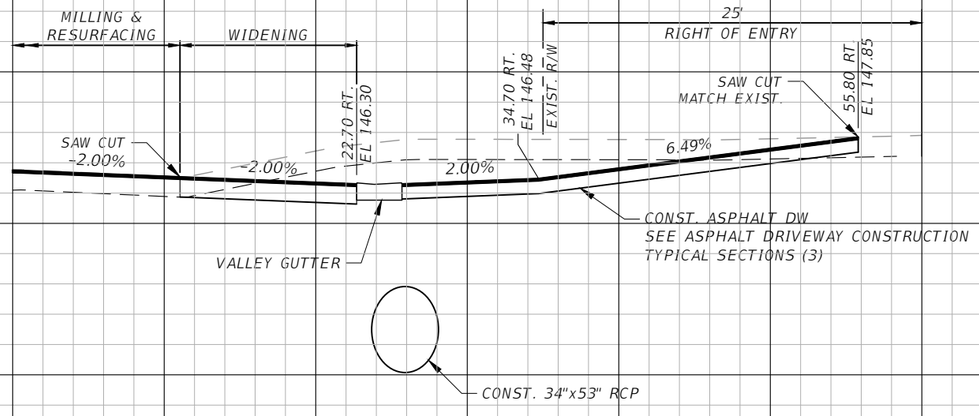
SHEET NO. 101

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 4/19/2022 4:23:59 PM
P:\PR58964\44184715201\Roadway\DWXSRD01.dwg



134+91.57



129+64.00

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

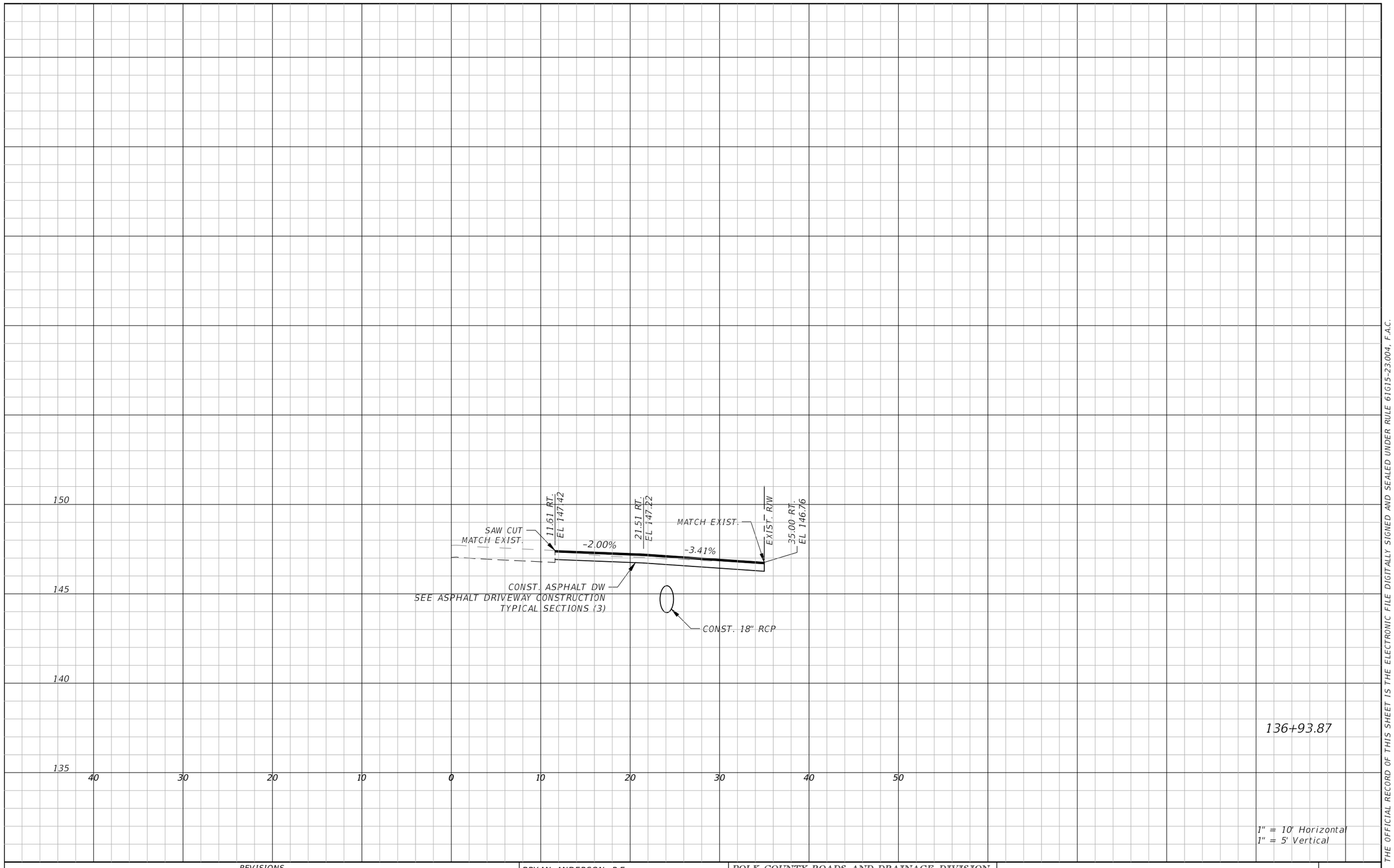
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (9)

SHEET NO. 102



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

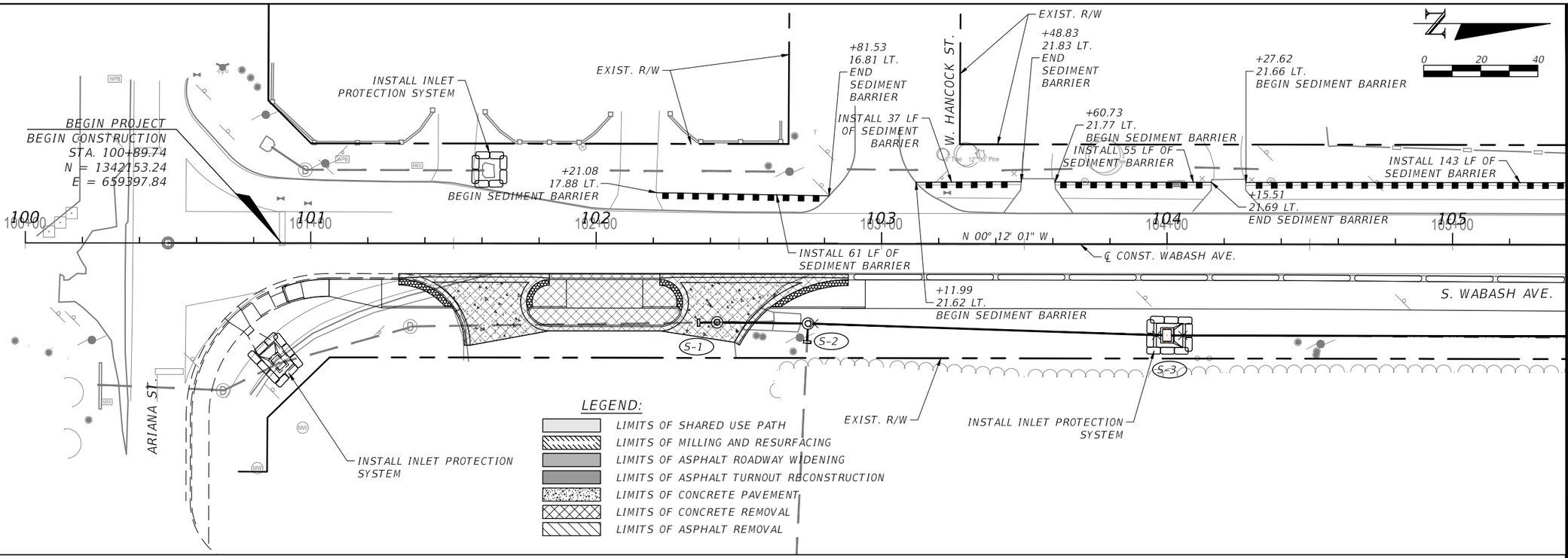
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (10)

SHEET NO. 103



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

EROSION CONTROL PLAN (1)

SHEET NO. 104

James Greene 4/19/2022 4:25:18 PM

P:\PR58964\44184715201\Roadway\EROSRD01.dwg

MATCH LINE – STATION 111+00.00

INSTALL 226 LF OF SEDIMENT BARRIER
+00.00 21.54 LT.
+35.44 28.49 LT.
EXIST. R/W
+35.60 28.48 LT. BEGIN SEDIMENT BARRIER
+23.79 27.88 LT. END SEDIMENT BARRIER
+68.88 28.15 LT. END SEDIMENT BARRIER
EXIST. R/W
INSTALL 33 LF OF SEDIMENT BARRIER
+98.40 28.37 LT. BEGIN SEDIMENT BARRIER
W. PATTERSON ST.
EXIST. R/W
+07.77 27.67 LT. BEGIN SEDIMENT BARRIER
+95.70 28.03 LT. END SEDIMENT BARRIER
INSTALL 97 LF OF SEDIMENT BARRIER
+51.21 28.37 LT. BEGIN SEDIMENT BARRIER
+39.30 27.56 LT. END SEDIMENT BARRIER
+56.08 28.30 LT. END SEDIMENT BARRIER
INSTALL 20 LF OF SEDIMENT BARRIER
+24.43 28.41 LT. END SEDIMENT BARRIER
INSTALL 73 LF OF SEDIEMENT BARRIER
0 20 40

111 112 113 114 115 116
111+00 112+00 113+00 114+00 115+00 116+00

S. WABASH AVE.
N 00° 12' 01" W
℄ CONST. S. WABASH AVE.
INSTALL 32 LF OF SEDIMENT BARRIER
+36.10 28.17 LT. BEGIN SEDIMENT BARRIER

INSTALL INLET PROTECTION SYSTEM
S-9
EXIST. R/W
INSTALL INLET PROTECTION SYSTEM
S-10
INSTALL INLET PROTECTION SYSTEM
S-11
INSTALL INLET PROTECTION SYSTEM
S-12
EXIST. R/W
INSTALL INLET PROTECTION SYSTEM
S-13
EXIST. R/W
EXIST. R/W

LEGEND:
- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT ROADWAY WIDENING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL

MATCH LINE – STATION 116+60.00

+68.17 28.45 LT. BEGIN SEDIMENT BARRIER
INSTALL 35 LF OF SEDIMENT BARRIER
+02.84 28.43 LT. END SEDIMENT BARRIER
INSTALL INLET PROTECTION SYSTEM
EXIST. R/W
INSTALL INLET PROTECTION SYSTEM
EXIST. R/W
BEGIN SEDIMENT BARRIER
+50.19 28.09 LT.
+12.15 80.85 LT. END SEDIMENT BARRIER
+12.18 59.37 LT.
INSTALL 99 LF OF SEDIMENT BARRIER
EXIST. R/W
+86.17 27.72 LT.
W. HIGHLAND ST.
+77.76 82.70 LT. BEGIN SEDIMENT BARRIER
+77.12 56.06 LT.
INSTALL 65 LF OF SEDIMENT BARRIER
EXIST. R/W
+02.69 28.11 LT. END SEDIMENT BARRIER
EXIST. R/W
0 20 40

117 118 119 120 121 122
117+00 118+00 119+00 120+00 121+00 122+00

S. WABASH AVE.
℄ CONST. S. WABASH AVE.
INSTALL 23 LF OF SEDIMENT BARRIER

S-14
INSTALL INLET PROTECTION SYSTEM
EXIST. R/W
S-15
INSTALL INLET PROTECTION SYSTEM
INSTALL INLET PROTECTION SYSTEM
S-16
S-17
+55.85 39.03 RT. BEGIN SEDIMENT BARRIER
INSTALL INLET PROTECTION SYSTEM
+01.82 41.00 RT.
EXIST. R/W
+10.03 49.08 RT.
INSTALL 87 LF OF SEDIMENT BARRIER
+10.89 78.14 RT. END SEDIMENT BARRIER
EXIST. R/W
+78.45 78.22 RT. BEGIN SEDIMENT BARRIER
EXIST. R/W
+78.99 59.74 RT.
INSTALL 28 LF OF SEDIMENT BARRIER
+85.15 53.44 RT. END SEDIMENT BARRIER
+27.56 40.09 RT. END SEDIMENT BARRIER
+04.59 39.70 RT. BEGIN SEDIMENT BARRIER
PROPOSED LICENSE AGREEMENT

MATCH LINE – STATION 122+20.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

EROSION CONTROL PLAN (2)

SHEET NO. 105

James Greene 4/19/2022 4:25:30 PM

P:\PR58964\44184715201\Roadway\EROSRD01.dwg

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT ROADWAY WIDENING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL

MATCH LINE - STATION 122+20.00

INSTALL INLET PROTECTION SYSTEM

EXIST. R/W

INSTALL INLET PROTECTION SYSTEM

INSTALL 750 LF OF SEDIMENT BARRIER

+65.00
28.28 LT.
BEGIN SEDIMENT BARRIER

INSTALL INLET PROTECTION SYSTEM

123 124 125 126 127

123+00 124+00 125+00 126+00 127+00

N 00° 12' 01" W

S. WABASH AVE.

S-18 S-19 S-20 S-21 S-22 S-23

EXIST. R/W

PROPOSED LICENSE AGREEMENT

INSTALL INLET PROTECTION SYSTEM

MATCH LINE - STATION 127+80.00

INSTALL SEDIMENT BARRIER

+51.49
33.49 LT.

+51.46
28.61 LT.

EXIST. R/W

INSTALL INLET PROTECTION SYSTEM

INSTALL INLET PROTECTION SYSTEM

S-25 S-27 S-29 S-31 S-33

128 129 130 131 132 133

128+00 129+00 130+00 131+00 132+00 133+00

℄ CONST. S. WABASH AVE.

N 00° 20' 31" W

S. WABASH AVE.

INSTALL INLET PROTECTION SYSTEM

INSTALL INLET PROTECTION SYSTEM

S-24 S-26 S-28 S-30 S-32 SD-34

EXIST. R/W

INSTALL INLET PROTECTION SYSTEM

INSTALL INLET PROTECTION SYSTEM

PROPOSED LICENSE AGREEMENT

PROPOSED LICENSE AGREEMENT

MATCH LINE - STATION 133+40.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

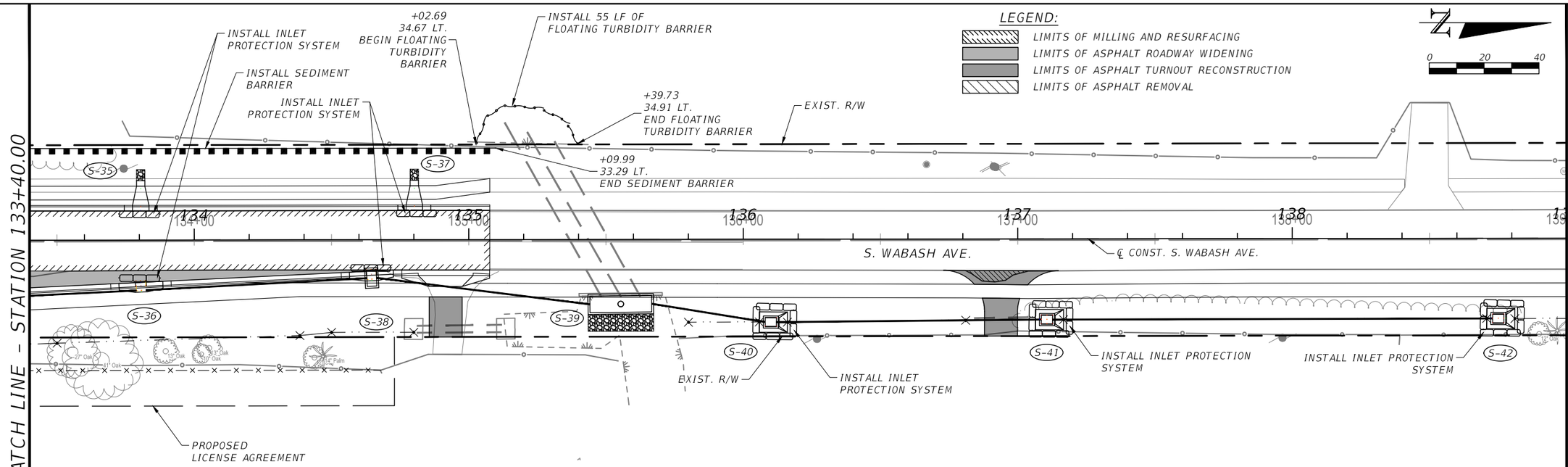
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

EROSION CONTROL PLAN (3)

SHEET NO. 106

James Greene 4/19/2022 4:25:42 PM

P:\PR58964\44184715201\Roadway\ER0SRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

EROSION CONTROL PLAN (4)

SHEET NO. 107

James Greene 4/19/2022 4:25:53 PM

P:\PR58964\44184715201\Roadway\EROSRD01.dwg

THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS PROVIDED TO ASSIST THE CONTRACTOR IN DEVELOPING THE REQUIRED SITE SPECIFIC EROSION CONTROL PLAN AND OTHER ITEMS NECESSARY TO OBTAIN COVERAGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERIC PERMIT (CGP). REFER TO THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL FOR ADDITIONAL REQUIREMENTS.

1.0 SITE DESCRIPTION:

(1.A.) NATURE OF CONSTRUCTION ACTIVITY:

THE PURPOSE OF THE PROJECT IS TO CONSTRUCT A MULTI-USE TRAIL ON THE EAST SIDE OF S. WABASH AVENUE FROM W. ARIANA STREET TO W. HICKORY STREET IN POLK COUNTY. OTHER IMPROVEMENTS INCLUDE A TURN LANE ADDITION AND TURNOUT RECONSTRUCTION WITHIN THE PROJECT LIMITS.

(1.B.) INTENDED SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE CONTRACTOR'S SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN, PREPARE A DETAILED CONSTRUCTION SCHEDULE TO INDICATE DATES OF MAJOR GRADING ACTIVITIES AND SEQUENCES OF TEMPORARY AND PERMANENT SOIL DISTURBING ACTIVITIES ON ALL PORTIONS OF THE PROJECT. FOR ADDITIONAL INFORMATION, REFER TO SECTION 4.7 OF THE NPDES CGP.

LIST OF INTENDED ACTIVITIES:

(I.B.1.) FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS PRIOR TO CLEARING AND GRUBBING OR ANY OTHER CONSTRUCTION ACTIVITIES. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS AREAS ARE STABILIZED AND PERMANENT VEGETATION IS ESTABLISHED.

(I.B.2.) TIME CONSTRUCTION ACTIVITIES TO LIMIT IMPACT FROM SEASONAL CHANGES OR WEATHER EVENTS.

(I.B.3.) THE CONTRACTOR WILL PROVIDE POLLUTION CONTROL BY IMPLEMENTING DUST CONTROL DURING ALL PHASES OF CONSTRUCTION.

(I.B.4.) OFFSITE RUNOFF SHOULD BE DIVERTED AWAY OR THROUGH THE CONSTRUCTION AREA, IF POSSIBLE. THIS ADDITIONAL FLOW, IF NOT DIVERTED, CAN ADD VOLUME AND SIZE TO STRUCTURAL PRACTICES, REQUIRING MORE FREQUENT MAINTENANCE AND LIMITING EFFECTIVENESS OF EROSION AND SEDIMENT CONTROLS.

(I.C.) PROJECT AREA ESTIMATES:

TOTAL SITE AREA: 4.6 ACRES.
TOTAL AREA TO BE DISTURBED: 3.9 ACRES.

(I.D.) RUNOFF DATA:

RUNOFF COEFFICIENTS BEFORE Cw (B), DURING Cw (D) AND AFTER Cw (A) CONSTRUCTION.

RUNOFF COEFFICIENTS FOR:
GRASSED SHOULDERS ADJACENT TO ROADWAY: C=0.35
IMPERVIOUS ROADWAYS AND PAVED SHOULDER: C=0.95
DISTURBED AREAS, EXPOSED SOIL, ETC., DURING CONSTRUCTION: C=0.40

WEIGHTED RUN-OFF COEFFICIENT:
BEFORE: Cw (B) = 0.52 DURING: Cw (D) = 0.61 AFTER: Cw (A) = 0.70

THE RUN-OFF COEFFICIENT Cw (D), IS CALCULATED ASSUMING THAT THE MAXIMUM ALLOWABLE AREA OF SOIL IS DISTURBED DURING CONSTRUCTION AND THE REMAINING AMOUNT IS THE EXISTING IMPERVIOUS AND GRASSED SHOULDER AREAS.

SOIL DATA:

PROJECT SOILS ARE IDENTIFIED ON THE SOILS MAP AND NRCS SOILS REPORT CONTAINED IN THE PROJECT DRAINAGE DOCUMENTATION. IN GENERAL, THE SOILS ARE:

SOIL TYPE	HYDROLOGIC GROUP	DEPTH TO SHWE RANGES
TAVARES, SMYRNA, MYAKKA AND ZOLFO FINE SANDS	A AND A/D	0.5 FT. TO 6.0 FT.
URBAN LAND	A AND A/D	0.5 FT. TO 6.0 FT.

REFERENCE: USDA SOIL SURVEY OF POLK COUNTY FLORIDA

OUTFALL INFORMATION:

THERE ARE 3 OUTFALLS.

THE OUTFALLS DISCHARGE INTO THE FOLLOWING BASINS:

BASIN	WBID	PARAMETER(S) OF CONCERN FOR 303(d) LISTING
LAKE HUNTER OUTLET	1543A	FECAL COLIFORM AND DISSOLVED OXYGEEN

OUTFALL LOCATIONS: (TEMPORARY AND PERMANENT)

	DESCRIPTION	DRAINAGE AREA	LATITUDE	LONGITUDE	RECEIVING WATERBODY
(a)	44 LF - 30" PIPE	28.35 AC	N 28° 01' 33"	W 81° 59' 24"	EXISTING DITCH
(b)	42 LF - 36" PIPE	31.55 AC	N 28° 02' 00"	W 81° 59' 24"	EXISTING DITCH
(c)	30 LF - TRIPLE 48" PIPE	48.27 AC	N 28° 02' 08"	W 81° 59' 24"	EXISTING DITCH

THIS FACILITY DOES DISCHARGE TO WATERS LISTED ON THE ADOPTED FDEP VERIFIED LIST OR ADOPTED TMDL FOR IMPAIRMENT DUE TO TOTAL SUSPENDED SOLID, TURBIDITY, NUTRIENTS, DISSOLVED OXYGEN, OR FECAL COLIFORM.

WETLAND AND/OR SURFACE WATER IMPACTS SHALL BE LIMITED TO THE AREAS DESCRIBED IN THE APPROVED PERMITS FOR THE PROJECT.

(1.E.) SITE MAP:

THE SITE MAP SHALL BE COMPRISED OF THE CONSTRUCTION PLANS AND THE CONTRACTOR'S SITE-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN.

(I.F.) STORMWATER MANAGEMENT (EXISTING/PROPOSED)

(I.F.1.) EXISTING RUNOFF DRAINS TO ROADSIDE DITCHES, FLOWING VIA DITCH AND PIPED SYSTEMS TO THE LAKE HUNTER OUTLET DITCH LOCATED SOUTH OF THE PROJECT. THE CROSS SECTION SHEETS AND PLAN-PROFILE SHEETS PROVIDE THE APPROXIMATE SLOPE, AREAS OF SOIL DISTURBANCE AND AREAS TO BE STABILIZED. UNLESS OTHERWISE APPROVED BY THE PERMITS, THE CONSTRUCTION ACTIVITIES SHALL NOT MODIFY OR AFFECT THE EXISTING OFFSITE FLOW PATTERNS.

(I.F.2.) THE PROPOSED SEDIMENT BASINS, CONTAINMENT SYSTEMS AND/OR STORMWATER MANAGEMENT FACILITIES SHALL BE CONSTRUCTED DURING THE INITIAL PHASE OF CONSTRUCTION AND USED DURING CONSTRUCTION OF THE ROADWAY. THE OUTFALL PIPES ARE TO BE PROTECTED WHEN TEMPORARY SEDIMENT BASINS, CONTAINMENT SYSTEMS OR PERMANENT STORMWATER MANAGEMENT FACILITIES ARE USED FOR EROSION AND SEDIMENT CONTROL TO PREVENT DOWNSTREAM SEDIMENTATION.

2. CONTROLS:

(2.A.) SEDIMENT AND EROSION CONTROLS

(2.A.1.) PER SECTION 5.4 OF THE NPDES CGP, STABILIZATION SHALL TAKE PLACE AS SOON AS PRACTICAL IN PORTIONS OF THE PROJECT WHERE CONSTRUCTION ACTIVITIES HAVE CEASED, BUT NO LATER THAN 7 DAYS AFTER ANY CONSTRUCTION ACTIVITY CEASES EITHER TEMPORARILY OR PERMANENTLY.

(2.A.2) SEDIMENT BARRIERS SHALL BE USED AROUND THE PERIMETER OF ANY NEEDED STOCKPILE AREAS.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

STORMWATER POLLUTION PREVENTION PLAN (1)

SHEET NO. 108

(2.A.3.) STRUCTURAL PRACTICES

IN THE CONTRACTOR'S SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN, DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES MAY INCLUDE THE FOLLOWING, AS APPROVED BY THE ENGINEER:

TEMPORARY DEVICES:
* SILT FENCE

* STAKED TURBIDITY BARRIERS

* SOIL TRACKING PREVENTION DEVICES AT CONSTRUCTION ENTRANCES/EXITS

* FLOATING TURBIDITY BARRIERS

* INLET PROTECTION SYSTEMS INCLUDING SYNTHETIC BALES AND SANDBAGS

* SEDIMENT BASIN/CONTAINMENT SYSTEMS

* CHEMICAL TREATMENTS SUCH AS POLYACRYLAMIDES AND ALUM

PERMANENT:
* STORMWATER SWALES/DITCHES

* SOD (MAY ALSO BE USED FOR TEMPORARY CONTROLS)

* VELOCITY DISSIPATION DEVICES SUCH AS RIPRAP OR OTHERS

(2.B.) WATER QUALITY MONITORING

(2.B.1.) WATER QUALITY MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH THE SPECIAL CONDITIONS OF ANY ENVIRONMENTAL PERMIT, OR BY THE CONTRACTOR UPON THE OBSERVATION THAT WATER QUALITY STANDARDS MAY BE VIOLATED BY THE CONTRACTOR'S ACTIVITIES. MONITORING LOCATIONS MAY BE SPECIFIED IN THE ENVIRONMENTAL PERMIT OR MAY BE DESIGNATED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.

(2.B.2.) THE ENGINEER WILL BE RESPONSIBLE FOR MONITORING ANY ACTIVITIES FOR VIOLATION OF WATER QUALITY STANDARDS AS THEY RELATE TO TURBIDITY (NO GREATER THAN 29 NEPHELOMETRIC TURBIDITY UNITS (NTUs) ABOVE BACKGROUND OR GREATER THAN 0 NTUs ABOVE BACKGROUND FOR DIRECT DISCHARGES TO OUTSTANDING FLORIDA WATERS (OFWs)).

(2.B.3.) IF WATER QUALITY STANDARDS ARE VIOLATED, CONSTRUCTION SHALL BE STOPPED IMMEDIATELY. THE ENVIROMENTAL PERMIT CONDITIONS FOLLOWED AND EROSION AND SEDIMENT CONTROL DEVICES REEVALUATED AND APPROVED BY THE ENGINEER PRIOR TO ANY CONTINUATION OF ACTIVITY. MONITORING ACTIVITIES AND TURBIDITY READINGS SHALL BE RECORDED ON THE CONSTRUCTION INSPECTION REPORT AND CONTINUED UNTIL TURBIDITY READINGS FALL BELOW AN ACCEPTABLE LEVEL (LESS THAN 29 NTUs ABOVE BACKGROUND OR LESS THAN 0 NTUs ABOVE BACKGROUND FOR DIRECT DISCHARGES TO OFWs).

(2.B.4.) WATER QUALITY MONITORING MAY BE CONDUCTED DURING ANY PHASE OF CONSTRUCTION AS DIRECTED BY THE ENGINEER.

(2.C.) DEWATERING CONTROLS

THE SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN SHALL INCLUDE A DESCRIPTION OF THE BMPs THAT WILL BE USED TO ENSURE THAT DISCHARGES OF NONCONTAMINATED GROUND WATER FROM DEWATERING OPERATIONS DO NOT CAUSE OR CONTRIBUTE TO VIOLATIONS OF STATE WATER QUALITY STANDARDS.

(2.D.) OTHER CONTROLS

(2.D.1.) THE SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN SHALL IDENTIFY CHEMICAL AND FUEL STORAGE AREAS, MEANS OF MINIMIZING EXPOSURE TO STORMWATER, AND SPILL PREVENTION.

(2.D.2.) OFFSITE VEHICLE TRACKING & GENERATION OF DUST

IN THE SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN, DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

(2.D.2.a.) LOADED HAUL TRUCKS ARE TO BE COVERED BY A TARPAULIN.

(2.D.2.b.) REMOVING EXCESS DIRT FROM ROADS DAILY.

(2.D.2.c.) USING WATER TRUCKS DURING DUST-GENERATING ACTIVITIES.

(2.D.2.d.) SEDIMENT CONTROL MAY BE ACCOMPLISHED BY USING STREET OR VACUUM SWEEPERS.

3. MAINTENANCE

MAINTAIN AND REPAIR ALL EROSION AND SEDIMENT CONTROL DEVICES AND REMOVE EROSION AND SEDIMENT CONTROL DEVICES WHEN NOTICE OF TERMINATION IS MAILED. REMOVE AND PROPERLY DISPOSE OF SEDIMENT BUILDUP THROUGH THE LIFE OF THE INSTALLED EROSION AND SEDIMENT CONTROL DEVICES.

(3.A.) IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF NOTICE.

(3.B.) SEDIMENT BARRIERS SHALL BE REPLACED WHEN IT IS NO LONGER EFFECTIVE OR AS DIRECTED BY THE ENGINEER.

(3.C.) STABILIZED CONSTRUCTION ENTRANCES SHALL BE MAINTAINED TO PREVENT CLOGGING OF ROCK BEDDING WHICH MAY IMPEDE THE USEFULNESS OF THE STRUCTURE.

(3.D.) REMOVE SEDIMENT FROM SEDIMENT BASINS WHEN IT BECOMES MORE THAN HALF THE AVAILABLE VOLUME.

4. INSPECTION, TRACKING, AND REPORTING

INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE AND RECORD RAINFALL.

(4.A.) SUBMIT A WEEKLY REPORT TO THE DEPARTMENT DOCUMENTING THE DAILY INSPECTIONS AND MAINTENANCE OR REPAIRS TO THE EROSION AND SEDIMENT CONTROL DEVICES. MAINTAIN ALL REQUIRED REPORTS AND COMPLETE ALL SWPPP INSPECTION FORMS.

(4.B.) PREPARATION OF ALL THE CONTRACTOR'S REPORTS OF INSPECTION, MAINTENANCE AND REPAIRS REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION, SHALL BE INCLUDED IN THE INDIVIDUAL COSTS OF THE EROSION AND SEDIMENT CONTROL DEVICES.

(4.C.) USE THE SWPPP CONSTRUCTION INSPECTION REPORT FORM # 650-040-03, FOR DAILY INSPECTIONS.

5. NON-STORMWATER DISCHARGES

THE SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES AND DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION. THE PLAN SHALL INCLUDE PROCEDURES FOR SPILL CONTAINMENT, REPORTING AND RESPONSES. THE PLAN SHALL SPECIFY WHAT MANAGEMENT PRACTICES AND CONTAINMENT METHODS WILL BE USED TO PREVENT POTENTIAL POLLUTANTS (FUEL, LUBRICANTS, HERBICIDES, ETC.) FROM SPILLING ONTO THE SOIL OR INTO THE SURFACE WATERS. IF A SPILL DOES OCCUR OR IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT THE ENGINEER. IF A RELEASE CONTAINING HAZARDOUS SUBSTANCES OCCURS, CONTACT THE FLORIDA STATE WATCH OFFICE AT 800-320-0519 OR 850-413-9911 PER SECTION 9.2 OF THE CGP.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

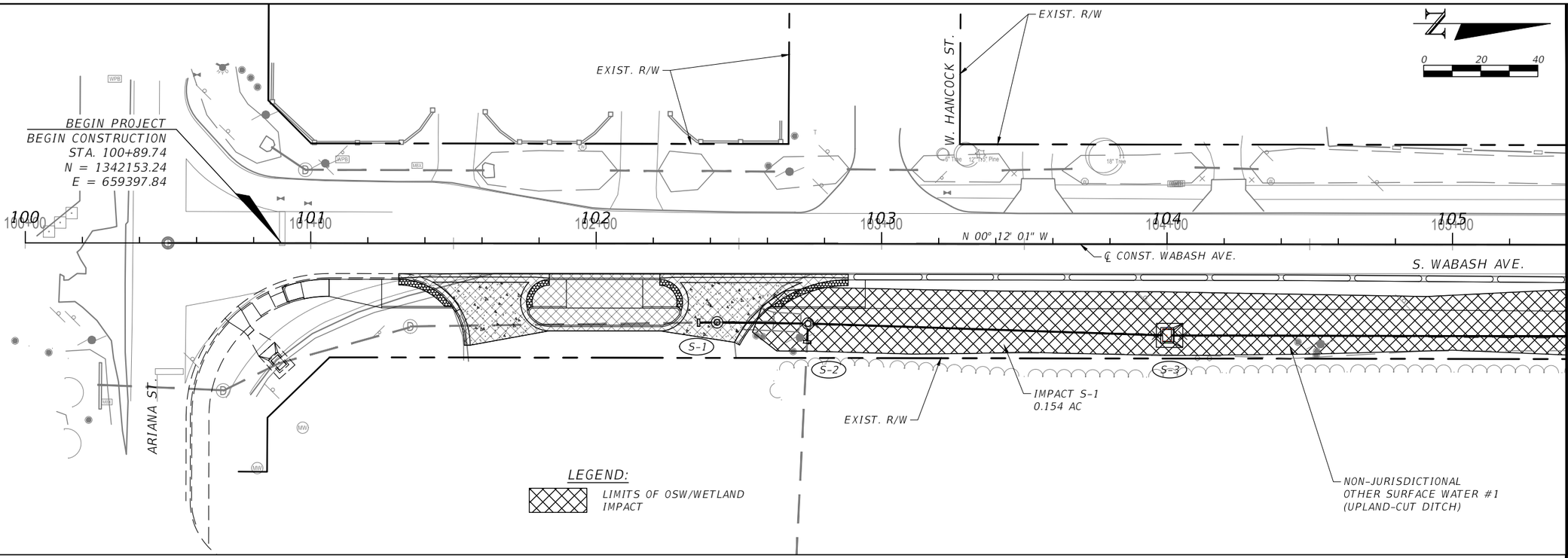
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

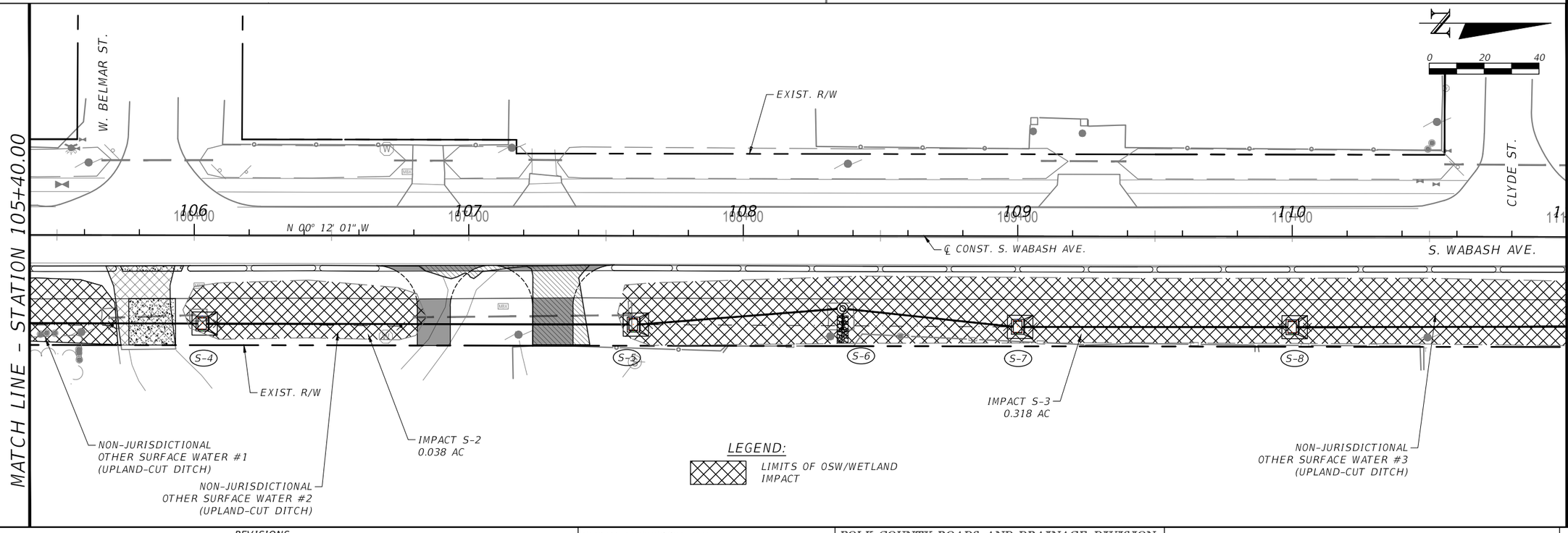
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

STORMWATER POLLUTION PREVENTION PLAN (2)

SHEET NO. 109





THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

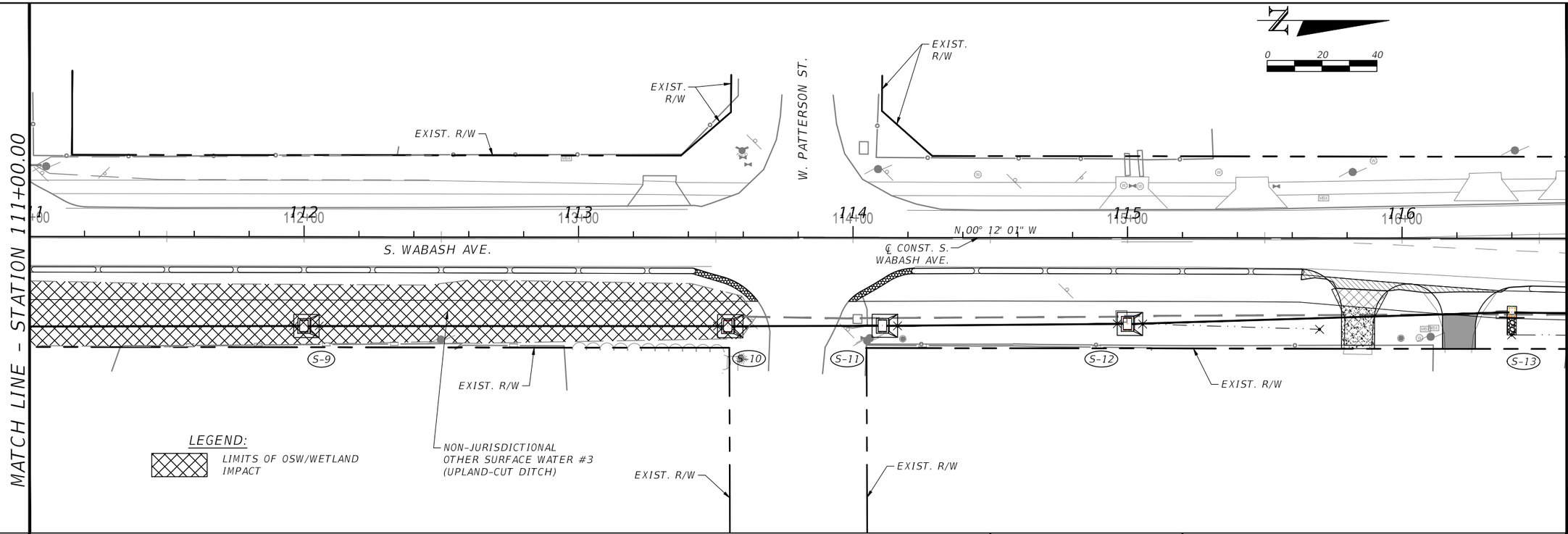
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

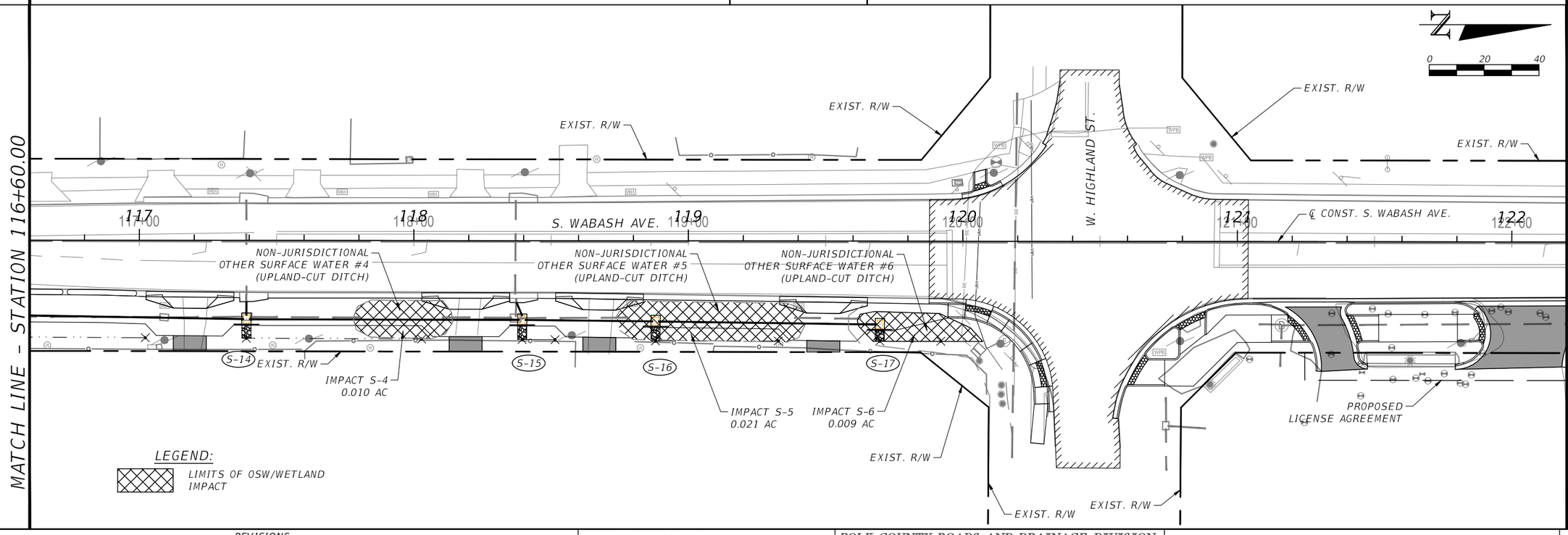
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

WETLAND AND OSW IMPACTS (1)

SHEET NO. 110

James Greene 4/19/2022 4:30:02 PM P:\PR58964\44184715201\Roadway\OSWIMPACTS.dwg





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

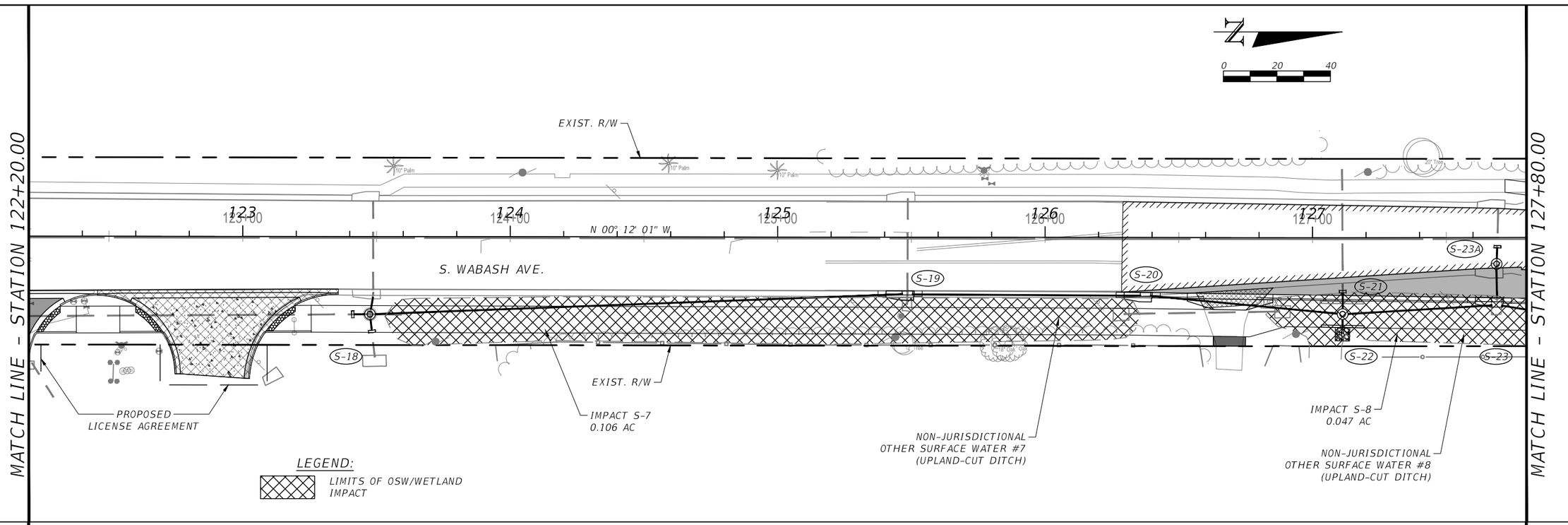
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

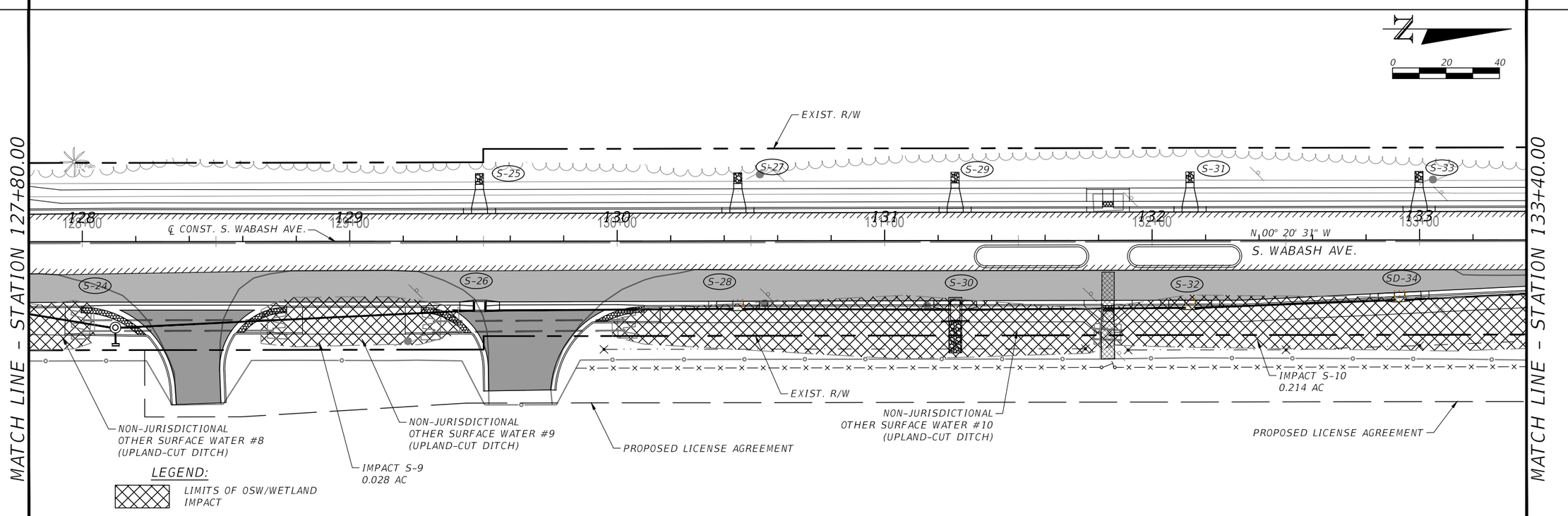
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

WETLAND AND OSW IMPACTS (2)

SHEET NO. 111

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

WETLAND AND OSW IMPACTS (3)

SHEET NO. 112

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 4/19/2022 4:30:23 PM P:\PR58964\44184715201\Roadway\OSWIMPACTS.dwg

MATCH LINE – STATION 133+40.00

MATCH LINE – STATION 139+00.00

SWFWMD/FDEP
404 JURISDICTIONAL
WETLAND #1

EXIST. R/W

S-35 S-37 S-36 S-38 S-39 S-40 S-41 S-42

134 135 136 137 138

134+00 135+00 136+00 137+00 138+00

S. WABASH AVE.

℄ CONST. S. WABASH AVE.

IMPACT W-1
0.014 AC

IMPACT S-11
0.034 AC

EXIST. R/W

NON-JURISDICTIONAL
OTHER SURFACE WATER #11
(UPLAND-CUT DITCH)

NON-JURISDICTIONAL
OTHER SURFACE WATER #12
(UPLAND-CUT DITCH)

IMPACT S-12
0.108 AC

PROPOSED LICENSE AGREEMENT

SWFWMD/FDEP 404
JURISDICTIONAL WETLAND #1
(0.062 AC)

LEGEND:

LIMITS OF OSW/WETLAND
IMPACT

0 20 40

MATCH LINE – STATION 139+00.00

MATCH LINE – STATION 144+60.00

EXIST. R/W

EXIST. R/W

ELIZABETH ST.

EXIST. R/W

END PROJECT
END CONSTRUCTION
STA. 143+46.37
N = 1346409.82
E = 659378.91

0 20 40

139 140 141 142 143 144

139+00 140+00 141+00 142+00 143+00 144+00

N 00° 20' 31" W

℄ CONST. S. WABASH AVE.

S. WABASH AVE.

W. HICKORY ST.

EXIST. R/W

NON-JURISDICTIONAL
OTHER SURFACE WATER #12
(UPLAND-CUT DITCH)

EXIST. R/W

LEGEND:

LIMITS OF OSW/WETLAND
IMPACT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

WETLAND AND OSW IMPACTS (4)

SHEET NO. 113

James Greene 4/19/2022 4:30:33 PM

P:\PR58964\44184715201\Roadway\OSWIMPACTS.dwg

TEMPORARY TCP PROJECT NOTES

1. THE REGULATORY SPEED LIMITS FOR THE PROJECT ROADWAYS SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED IN THE PLANS.

ROADWAY	REGULATORY SPEED LIMIT (Mph):
WABASH AVENUE	35 MPH
SIDE STREETS	MAINTAIN EXISTING

2. LANE CLOSURE RESTRICTIONS FOR WABASH AVENUE ARE AS FOLLOWS:
NO LANE CLOSURES WILL BE ALLOWED BETWEEN THE HOURS OF 7:00 AM TO 9:00 AM AND 4:00 PM TO 7:00 PM.

3. NOTIFY THE ENGINEER A MINIMUM OF 14 DAYS IN ADVANCE OF ANY LANE CLOSURES. UPON APPROVAL OF THE LANE CLOSURE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LOCAL LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICE, AND FIRE DEPARTMENT OF THE LANE CLOSURE.

4. ALL LANES ON WABASH AVENUE MUST BE OPEN TO TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT, AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE ENGINEER.

6. AT THE DISCRETION OF THE ENGINEER, OPEN ANY TEMPORARY LANE CLOSURE CAUSING EXTENDED TRAFFIC CONGESTION (5 MINUTE DELAY) UNTIL TRAFFIC HAS RETURNED TO AN ACCEPTABLE FLOW AS DETERMINED BY THE ENGINEER.

7. COMPLETE AND PROVIDE ROAD CLOSURE REQUEST FORM TO POLK COUNTY ROADS AND DRAINAGE DIVISION AT LEAST FOUR (4) WEEKS PRIOR TO THE CLOSURE OF ANY ROADS IN THE COUNTY FOR THE ISSUANCE OF A ROAD CLOSURE PERMIT.

8. NOTIFY ADJACENT PROPERTY OWNERS, 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES WHICH SHALL RESTRICT ACCESS, DELIVERY, ETC, TO PRIVATE OR COMMERCIAL PROPERTIES.

9. WHENEVER CONSTRUCTION EQUIPMENT IS BEING DRIVEN OR TRANSPORTED ON THE OPEN TRAVEL LANES, THE CONTRACTOR SHALL UTILIZE STANDARD PLANS INDEX NO. 102-607.

10. MAINTAIN PROPER DRAINAGE FOR ALL PHASES OF CONSTRUCTION.

11. DO NOT CLOSE ANY TWO CONSECUTIVE SIDE STREETS IN ANY GIVEN PHASE.

12. THROUGHOUT THE PROJECT LIMITS WHERE SIDEWALKS CURRENTLY EXIST, PEDESTRIAN TRAFFIC SHALL BE MAINTAINED AT ALL TIMES, IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 102-660. ALL PEDESTRIAN TRAVEL WAYS SHALL COMPLY WITH ALL REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AT ALL TIMES. WHEN WORK IS BEING PERFORMED ON OR IN THE VICINITY OF A SIDEWALK, THE CONTRACTOR SHALL PROVIDE PEDESTRIANS WITH A SIGNED SAFE PASSAGE AROUND THE WORK ZONE. PEDESTRIAN DETOURS SHALL BE IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 102-660.

SEQUENCE OF CONSTRUCTION

1. MAINTAIN TRAFFIC ALONG THE EXISTING FACILITIES. ERECT ADVANCED CONSTRUCTION IDENTIFICATION SIGNS AND CHANNELIZING DEVICES AS NECESSARY PER TEMPORARY TCP TYPICAL SECTIONS AND STANDARD PLANS INDEX NOs. 102-600 AND 102-602.

2. INSTALL TEMPORARY EROSION CONTROL DEVICES PER STORMWATER POLLUTION PREVENTION PLAN AND EROSION CONTROL PLAN.

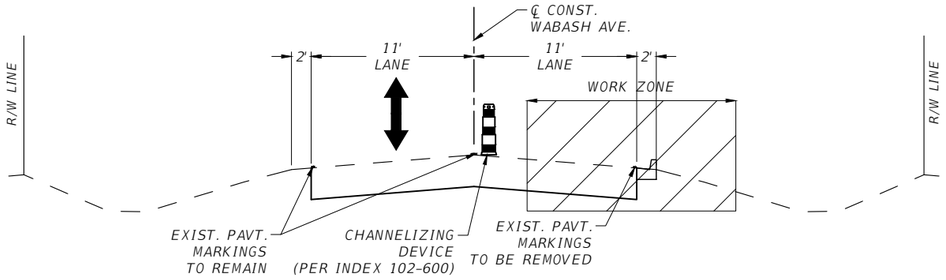
3. CONSTRUCT DRAINAGE SYSTEM AND WALLS ALONG THE EAST SIDE OF WABASH AVENUE PER TCP TYPICAL SECTIONS, LANE CLOSURE RESTRICTIONS, AND STANDARD PLANS INDEX NOs. 102-600,102-602, 102-603, 102-604, 102-605 AND 102-625.

4. CONSTRUCT ROADWAY, CURB & GUTTER, SIDEWALK AND PLACE TEMPORARY PAVEMENT MARKINGS ALONG THE EAST SIDE OF WABASH AVENUE INCLUDING SIDE STREETS AND DRIVEWAYS, PER TCP TYPICAL SECTIONS, LANE CLOSURE RESTRICTIONS AND STANDARD PLANS INDEX NOs. 102-600, 102-602, 102-603, AND 102-607.

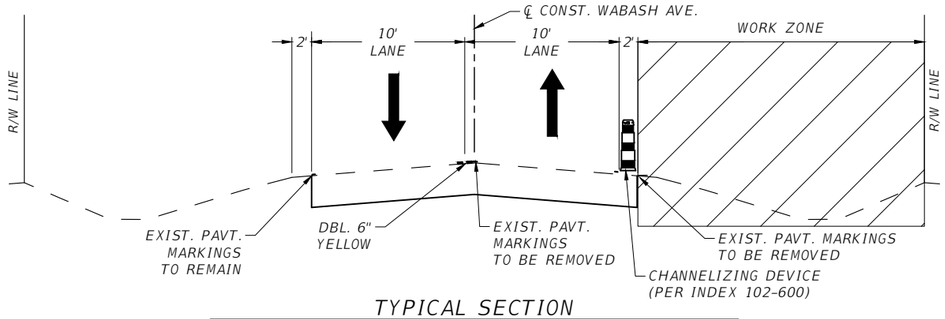
5. CONSTRUCT DRAINAGE, CURB & GUTTER, SIDEWALK AND PLACE TEMPORARY PAVEMENT MARKINGS ALONG THE WEST SIDE OF WABASH AVE. PER TCP TYPICAL SECTIONS, LANE CLOSURE RESTRICTIONS, ROAD CLOSURE DETOUR PLANS, AND STANDARD PLANS INDEX NOs. 102-600, 102-602, 102-603 AND 102-607.

6. MILL AND RESURFACE THE ROADWAYS AND PLACE TEMPORARY PAVEMENT MARKINGS UTILIZING STANDARD PLANS INDEX NOs. 102-600, 102-603, 102-604, 102-605 AND 102-625.

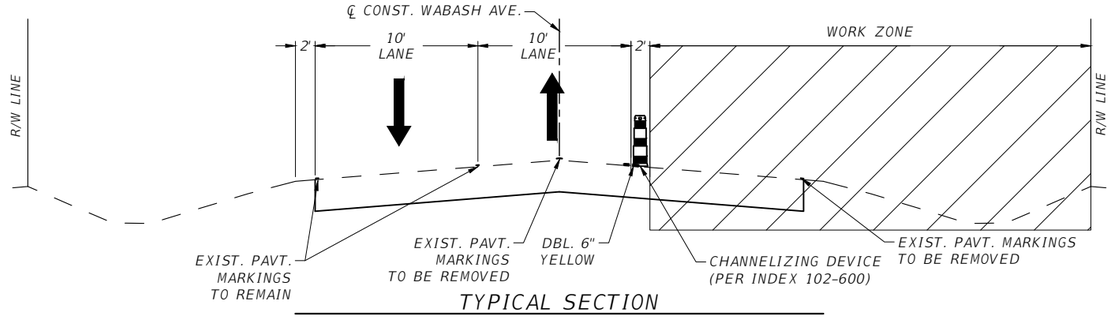
7. PLACE FINAL SIGNING AND PAVEMENT MARKINGS PER THE SIGNING AND PAVEMENT MARKING PLANS UTILIZING STANDARD PLANS INDEX NOs. 102-600, 102-603, 102-604 AND 102-607.



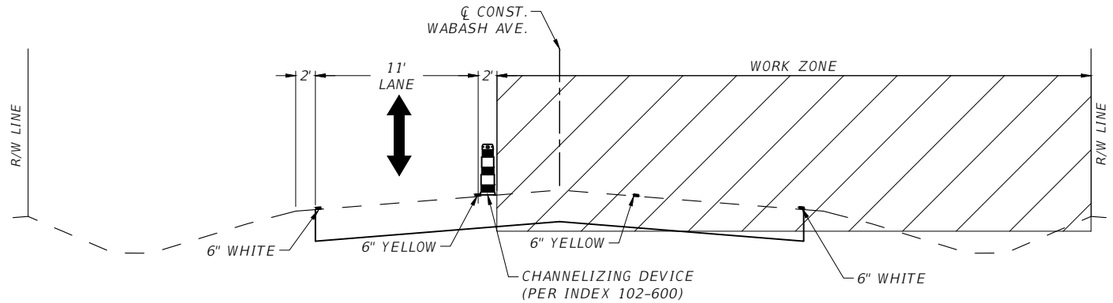
LANE CLOSURE TYPICAL SECTION
WABASH AVENUE
STA. 134+20.00 TO STA. 136+00.00
N.T.S.



TYPICAL SECTION
WABASH AVENUE
STA. 101+30.88 TO STA. 116+63.27
STA. 136+00.00 TO STA. 143+42.00
N.T.S.



TYPICAL SECTION
WABASH AVENUE
STA. 116+63.27 TO STA. 123+20.00
STA. 127+80.00 TO STA. 134+20.00
N.T.S.



LANE CLOSURE TYPICAL SECTION
WABASH AVENUE
STA. 123+20.00 TO STA. 127+80.00
STA. 131+00.00 TO STA. 132+60.00 (FOR CONSTRUCTION OF TRAFFIC SEPARATOR)
N.T.S.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

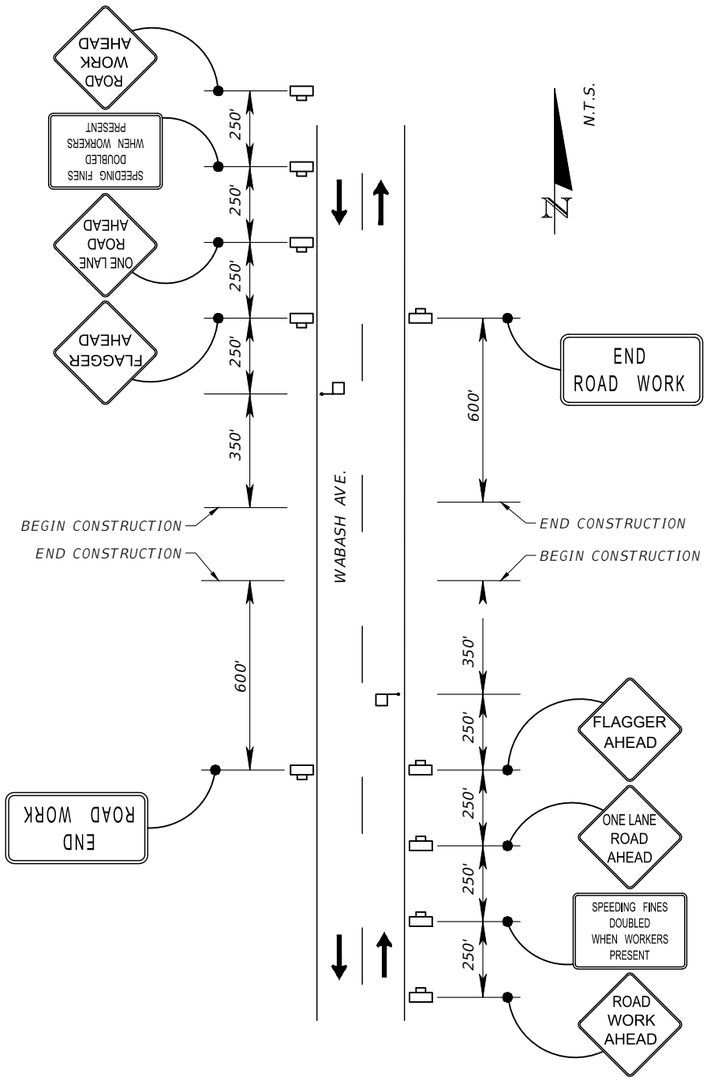
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

TEMPORARY TRAFFIC CONTROL PLAN (1)

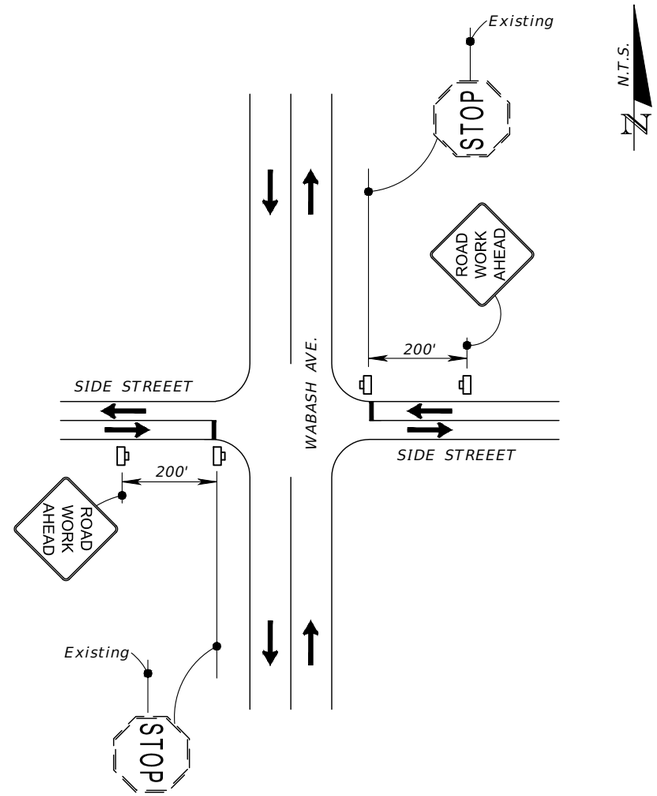
SHEET NO. 114

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



TYPICAL END PROJECT ADVANCED SIGNAGE

N.T.S.



TYPICAL UNSIGNALIZED SIDE STREET ADVANCED SIGNAGE

N.T.S.

LEGEND:

- Lane Identification and Direction of Traffic
- Work Zone Sign

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

TEMPORARY TRAFFIC CONTROL PLAN (2)

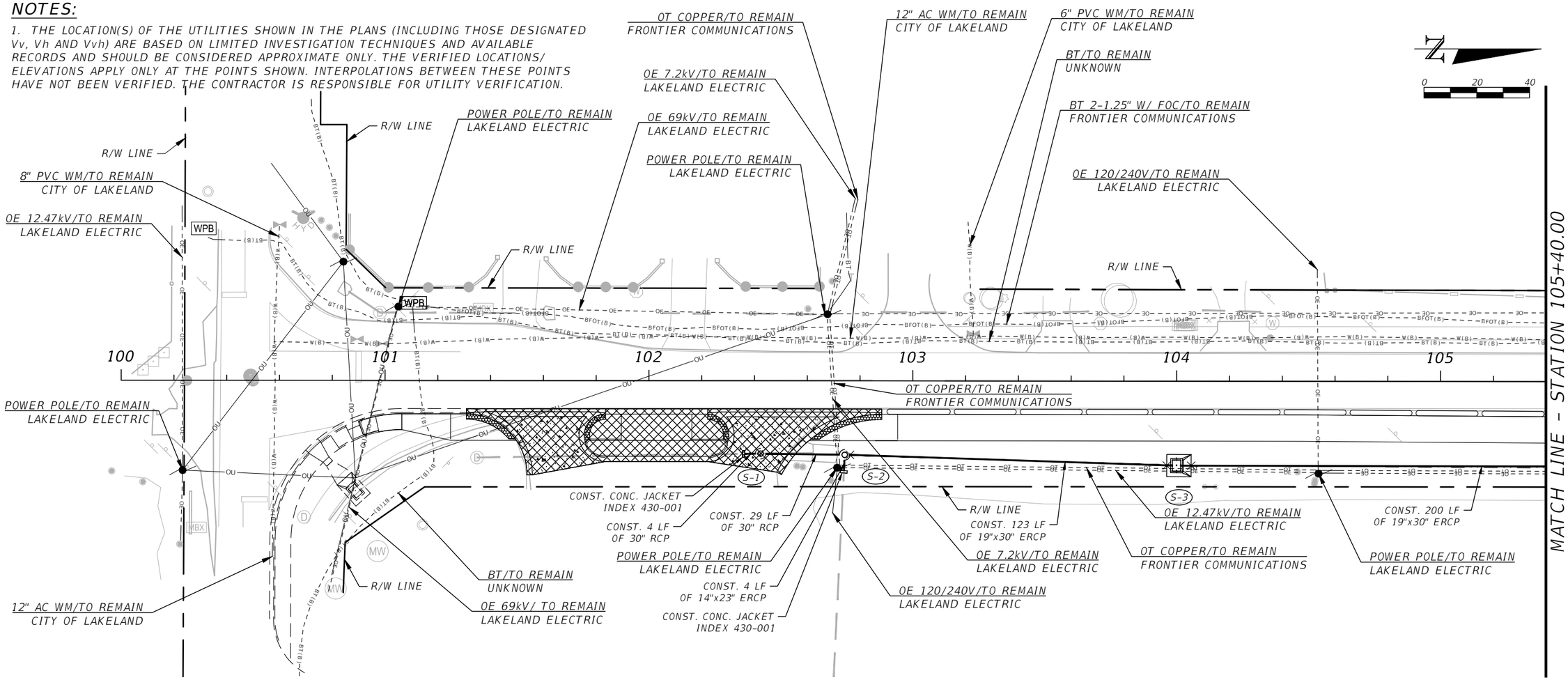
SHEET NO. 115

James Greene 4/19/2022 4:30:55 PM

P:\PR58964\44184715201\Roadway\TCTYRD01.dwg

NOTES:

1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND AVAILABLE RECORDS AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED. THE CONTRACTOR IS RESPONSIBLE FOR UTILITY VERIFICATION.



Vvh TABLE

NAME	STATION	OFFSET	GROUND ELEVATION NGVD 29	MARKER	MATERIAL	NAME	TOP OF UTILITY
TH1	114+04.00	32.86' RT	153.431	SET 60D NAIL	2.5IN METAL	WATER	152.831
TH1A	114+04.30	23.78' RT	153.606	SET 60D NAIL	2.5IN METAL	WATER	152.566
TH2	110+53.35	36.24' RT	152.148	SET 60D NAIL	6IN METAL	WATER	149.378
TH3	120+25.24	56.60' RT	157.039	SET X-CUT	4IN PVC	TELEPHONE	153.339
TH3A	120+21.69	56.00' RT	156.798	SET 60D NAIL	4IN PVC	TELEPHONE	151.704
TH4	120+93.58	35.78' RT	156.154	SET 60D NAIL	NOT FOUND	NO UTILITY FOUND	N/A
TH5	120+17.27	35.21' LT	155.581	SET 60D NAIL	(2) 4IN PVC	TELEPHONE	151.781
TH5	120+17.27	35.21' LT	155.581	SET 60D NAIL	3-2.5IN PVC	UNKOWN	153.221
TH6	120+81.75	35.83' LT	155.43	SET 60D NAIL	2-4IN PVC	TELEPHONE	151.18
TH6A	120+89.77	28.85' LT	156.055	SET 60D NAIL	12IN HDPE	WATER	152.805
TH7	129+48.10	13.40' LT	146.751	SET 60D NAIL	12IN HDPE	WATER	143.311
TH8	132+13.25	14.42' LT	146.084	SET 60D NAIL	12IN HDPE	WATER	143.204
TH9	134+81.04	19.35' LT	145.999	SET X-CUT	12IN HDPE	WATER	141.219
TH10	140+51.14	23.56' RT	152.598	SET MAG NAIL AND DISK	6IN HDPE	WATER	148.598
TH10	140+51.14	23.56' RT	152.598	SET MAG NAIL AND DISK	(2)4IN PVC	TELEPHONE	149.238

Vvh TABLE

NAME	STATION	OFFSET	GROUND ELEVATION NGVD 29	MARKER	MATERIAL	NAME	TOP OF UTILITY
TH11	140+69.28	21.02' RT	152.476	SET 60D NAIL	24IN PVC	SANITARY FORCE MAIN	149.466
TH11	140+69.28	21.02' RT	152.476	SET 60D NAIL	(2)4IN PVC	TELEPHONE	150.006
TH12	141+43.05	15.15' RT	153.042	SET 60D NAIL	24IN PVC	SANITARY FORCE MAIN	150.102
TH12A	141+40.46	20.50' RT	152.744	SET 60D NAIL	0.50IN PVC	WATER	150.994
TH12B	141+43.48	19.85' RT	152.582	SET 60D NAIL	1.5IN METAL	UNKOWN	150.992
TH12B	141+43.48	19.85' RT	152.582	SET 60D NAIL	4IN PVC	UNKNOWN	150.412

LEGEND:

LIMITS OF CONCRETE PAVEMENT

UTILITY OWNERS:

COMPANY	CONTACT	TELEPHONE
CHARTER COMMUNICATIONS	GENE GREGORY	
CITY OF LAKELAND TELECOM	ROBERT SMITH	863-834-6891
CITY OF LAKELAND UTILITIES	TOM MATTIACCI	863-834-8316
CITY OF LAKELAND WATER	SCOTT LANGE	863-834-6560
FRONTIER COMMUNICATIONS	TONI CANNON	813-875-1014
LAKELAND ELECTRIC	KRIS HAYES	863-834-6486
TECO PEOPLES GAS	JOAN DOMNING	813-275-3735

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (1)

SHEET NO. 116

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LEGEND:
LIMITS OF CONCRETE PAVEMENT
LIMITS OF CONCRETE REMOVAL
LIMITS OF ASPHALT REMOVAL

0 20 40

MATCH LINE - STATION 105+40.00

6" WM/TO REMAIN
CITY OF LAKELAND

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

0E 120/240V/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

EXISTING ENDWALL
TO BE REMOVED

8" WM/TO REMAIN
CITY OF LAKELAND

12" AC WM/TO REMAIN
CITY OF LAKELAND

BT/TO REMAIN
UNKNOWN

BT 2-1.25" W/ FOC/TO REMAIN
FRONTIER COMMUNICATIONS

0E 69kV/TO REMAIN
LAKELAND ELECTRIC

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

WM/TO REMAIN
UNKNOWN

0E 120V/TO REMAIN
LAKELAND ELECTRIC

2" WM/TO REMAIN
CITY OF LAKELAND

R/W LINE

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

106 107 108 109 110

CONST. 6 LF
OF 19"x30" ERCP

CONST. 73 LF
OF 19"x30" ERCP

CONST. 63 LF
OF 14"x23" ERCP

S-4 S-5 S-6 S-7 S-8

EXISTING 18" CMP
AND MES's
TO BE REMOVED

CONST. 154 LF
OF 19"x30" ERCP

EXISTING 24" CMP
TO BE REMOVED

R/W LINE

CONST. CONC. JACKET
INDEX 430-001

CONST. 97 LF
OF 14"x23" ERCP

TH2

CONST. 197 LF
OF 14"x23" ERCP

0E 7.2kV/TO REMAIN
LAKELAND ELECTRIC

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

CONST. 19"x30" ERCP

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

OT COPPER/TO REMAIN
FRONTIER COMMUNICATIONS

0E 12.47kV/TO REMAIN
LAKELAND ELECTRIC

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

6" AC WM/TO BE RELOCATED
CITY OF LAKELAND

MATCH LINE - STATION 111+00.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (2)

SHEET NO. 117

James Greene 4/19/2022 4:31:48 PM
P:\PR58964\44184715201\Utils\UTADUW01.dwg

LEGEND:
LIMITS OF CONCRETE PAVEMENT
LIMITS OF CONCRETE REMOVAL
LIMITS OF ASPHALT REMOVAL

0 20 40

MATCH LINE - STATION 111+00.00

MATCH LINE - STATION 116+60.00

BT 2'x3' PULLBOX/TO REMAIN
FRONTIER COMMUNICATIONS

2" WM/TO REMAIN
CITY OF LAKELAND

12" AC WM/TO REMAIN
CITY OF LAKELAND

8" WM/TO REMAIN
CITY OF LAKELAND

BT/TO REMAIN
UNKNOWN

WM/TO REMAIN
UNKNOWN

BT 2-1.25" W/ FOC/TO REMAIN
FRONTIER COMMUNICATIONS

R/W LINE

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

OE 69kV/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

BT 3-4"W/FOC/TO REMAIN
FRONTIER COMMUNICATIONS

R/W LINE

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

EXISTING CATCH BASIN
TO BE REMOVED

UTILITY POLE/TO REMAIN
UNKNOWN

WM/TO REMAIN
UNKNOWN

OT COPPER/TO REMAIN
FRONTIER COMMUNICATIONS

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

1 112 113 114 115 116

OE 12.47kV/TO REMAIN
LAKELAND ELECTRIC

EXISTING CATCH BASIN
TO BE REMOVED

EXISTING 18" CMP
TO BE REMOVED

S-10 S-9 S-11 S-12 S-13

TH1A TH1

CONST. 14"x23" ERCP

R/W LINE

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

OT COPPER/TO REMAIN
FRONTIER COMMUNICATIONS

OE 12.47kV/TO REMAIN
LAKELAND ELECTRIC

CONST. 152 LF
OF 14"x23" ERCP

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

CONST. 47 LF
OF 18" RCP

R/W LINE

EXISTING 18" CMP
TO BE REMOVED

OE 120V/TO REMAIN
LAKELAND ELECTRIC

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

CONST. 93 LF
OF 18" RCP

EXISTING 18" CMP
TO BE REMOVED

R/W LINE

OE 12.47kV/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

OE 120/240V/TO REMAIN
LAKELAND ELECTRIC

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

EXISTING CATCH BASIN
TO BE REMOVED

CONST. 97 LF
OF 18" RCP

EXISTING
18" CMP
TO BE REMOVED

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (3)

SHEET NO. 118

James Greene 4/19/2022 4:31:53 PM

P:\PR58964\44184715201\Utils\UTADUW01.dwg

0 20 40

MATCH LINE - STATION 116+60.00

MATCH LINE - STATION 122+20.00

BT/TO REMAIN
UNKNOWN

BT 3-4"W/FOC/TO REMAIN
FRONTIER COMMUNICATIONS

OT COPPER/TO REMAIN
FRONTIER COMMUNICATIONS

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

EXISTING CATCH BASIN
TO BE REMOVED

OE 69kV/TO REMAIN
LAKELAND ELECTRIC

EXISTING CATCH BASIN
TO BE REMOVED

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

CONST. 7 LF
OF 15" RCP

R/W LINE

OE 120/240V/TO REMAIN
LAKELAND ELECTRIC

12" AC WM/TO REMAIN
CITY OF LAKELAND

EXISTING 18" CMP
TO BE REMOVED

BT COPPER/TO REMAIN
FRONTIER COMMUNICATIONS

OE 69kV/TO REMAIN
LAKELAND ELECTRIC

OE 69kV/TO REMAIN
LAKELAND ELECTRIC

6" AC WM/TO REMAIN
CITY OF LAKELAND

R/W LINE

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

BT 3-4"W/FOC/TO REMAIN
FRONTIER COMMUNICATIONS

OE 69kV/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

117 118 119 120 121 122

S-14 S-15 S-16 S-17

TH1 TH2 TH3 TH3A TH4 TH5 TH6 TH6A

WPB

MBX

EXISTING
18" CMP
TO BE REMOVED

CONST.
18" RCP

EXISTING
18" CMP
TO BE REMOVED

CONST. 7 LF
OF 18" RCP

CONST. 98 LF
OF 18" RCP

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

OE 120/240V/TO REMAIN
LAKELAND ELECTRIC

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

CONST. 80 LF
OF 18" RCP

EXISTING 18" CMP
TO BE REMOVED

CONST. 47 LF
OF 18" RCP

OE 12.47kV/TO REMAIN
LAKELAND ELECTRIC

OT COPPER/TO BE RELOCATED
FRONTIER COMMUNICATIONS

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

6" AC WM/TO REMAIN
CITY OF LAKELAND

OE 12.47kV/TO REMAIN
LAKELAND ELECTRIC

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

BT COPPER/TO REMAIN
FRONTIER COMMUNICATIONS

R/W LINE

13-MONITOR WELLS/TO BE ABANDONED
BY OTHERS

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

OE 12.47kV/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

WATER VALVE/TO BE ADJUSTED
UNKNOWN

OE 7.2kV/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

OE 7.2kV/TO REMAIN
LAKELAND ELECTRIC

OT COPPER/TO BE RELOCATED
FRONTIER COMMUNICATIONS

OT COPPER/TO REMAIN
FRONTIER COMMUNICATIONS

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (4)

SHEET NO. 119

James Greene 4/19/2022 4:31:59 PM P:\PR58964\44184715201\Utils\UTADUW01.dwg

LEGEND:

LIMITS OF CONCRETE PAVEMENT

LIMITS OF CONCRETE REMOVAL

0 20 40

MATCH LINE - STATION 122+20.00

MATCH LINE - STATION 127+80.00

123 124 125 126 127

VALVE/TO BE ADJUSTED
UNKNOWN

REMOVE EXIST. 18" RCP
CONST. 4 LF OF 18" RCP

0E 120V/TO REMAIN
LAKELAND ELECTRIC

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

WM/TO REMAIN
UNKNOWN

0E 69kV/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

BT 3-4"W/FOC/TO REMAIN
FRONTIER COMMUNICATIONS

12" DI WM/TO REMAIN
CITY OF LAKELAND

0E 120V/TO REMAIN
LAKELAND ELECTRIC

CONNECT TO EXISTING 36" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 6 LF OF 36" RCP

CONST. 70 LF
OF 30" RCP

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

CONNECT TO EXISTING 15" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 4 LF OF 15" RCP

S-18 S-19 S-20 S-21 S-22 S-23 S-23A

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

CONST. 198 LF
OF 24" RCP

CONST. 85 LF
OF 30" RCP

EXISTING 18" RCP
TO BE REMOVED

EXISTING MANHOLE
TO BE REMOVED

R/W LINE

EXISTING 18" CMP
AND CONC. MES's
TO BE REMOVED

CONST. 54 LF
OF 42" RCP

0E 120V/TO REMAIN
LAKELAND ELECTRIC

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

CONST. 3 LF
OF 29"x45" ERCP

CONST. 10 LF
OF 15" RCP

CONNECT TO EXISTING 18" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 4 LF OF 18" RCP

0E 7.2kV/TO REMAIN
LAKELAND ELECTRIC

4 LF OF 18" RCP
AND CONC. MES
TO BE REMOVED

BT COPPER/TO BE ADJUSTED
FRONTIER COMMUNICATIONS

EXISTING CURB INLET,
15" RCP & CONC. MES
TO BE REMOVED

CONNECT TO EXISTING 18" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 4 LF OF 18" RCP

2-MONITOR WELLS/TO BE ABANDONED
BY OTHERS

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (5)

SHEET NO. 120

James Greene 4/19/2022 4:32:04 PM

P:\PR58964\44184715201\Utils\UTADUW01.dwg

LEGEND:

LIMITS OF CONCRETE REMOVAL

N

0 20 40

MATCH LINE - STATION 127+80.00

MATCH LINE - STATION 133+40.00

128 129 130 131 132 133

S-24 S-25 S-26 S-27 S-28 S-29 S-30 S-31 S-32 S-33 S-34

TH7 TH8

CONST. 41 LF OF 34"x53" ERCP

EXISTING (2) 30" HDPE AND MES's TO BE REMOVED

12" DI WM/TO REMAIN
CITY OF LAKELAND

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

OE 69kV/TO REMAIN
LAKELAND ELECTRIC

BT 3-4"W/FOC/TO REMAIN
FRONTIER COMMUNICATIONS

R/W LINE

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

R/W LINE

CONNECT TO EXIST. 18" HDPE WITH CONC. JACKET PER FDOT INDEX 430-001 CONST. 4 LF OF 18" RCP

CONST. 133 LF OF 34"x53" ERCP

OE 120V/TO REMAIN
LAKELAND ELECTRIC

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

EXISTING (2) 30" HDPE AND MES's TO BE REMOVED

CONST. 93 LF OF 34"x53" ERCP

UTILITY POLE/TO BE REMOVED
POLK COUNTY

CONST. 78 LF OF 34"x53" ERCP

UTILITY POLE/TO BE REMOVED
POLK COUNTY

CONST. 84 LF OF 34"x53" ERCP

R/W LINE

EXISTING (2) 30" CMP TO BE REMOVED

CONST. 75 LF OF 34"x53" ERCP

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (6)

SHEET NO. 121

LEGEND:

LIMITS OF ASPHALT REMOVAL

N

0 20 40

MATCH LINE – STATION 133+40.00

MATCH LINE – STATION 139+00.00

12" AC DI/TO REMAIN
CITY OF LAKELAND

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

BT 3-4"W/FOC/TO REMAIN
FRONTIER COMMUNICATIONS

OE 12.47kV/TO REMAIN
LAKELAND ELECTRIC

EXISTING HEADWALL
TO BE REMOVED

R/W LINE

OE 69kV/7.2kV/TO REMAIN
LAKELAND ELECTRIC

POWER POLE/TO REMAIN
LAKELAND ELECTRIC

S-35

S-37

TH9

134

135

136

137

138

S-36

S-38

S-39

S-40

S-41

S-42

CONST. 81 LF
OF 34"x53" ERCP

CONST. 85 LF
OF 34"x53" ERCP

+50.00, 21.54 RT.
BEGIN C.I.P. CANTILEVER WALL
W/ STEEL PIPE GUIDERAIL
INDEX 400-010, 515-080

+80.00, 21.64 RT.
END C.I.P.
CANTILEVER WALL
W/ STEEL PIPE
GUIDERAIL
INDEX 400-010,
515-080

CONST. 42 LF
OF 18" RCP

EXISTING (2) 20"x28" CMP
TO BE REMOVED

CONST. 78 LF
OF 42" RCP

R/W LINE

CONST. 97 LF
OF 18" RCP

EXISTING 18" CMP
TO BE REMOVED

UTILITY POLE/TO REMAIN
UNKNOWN

CONST. 161 LF
OF 18" RCP

UTILITY POLE/TO REMAIN
UNKNOWN

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

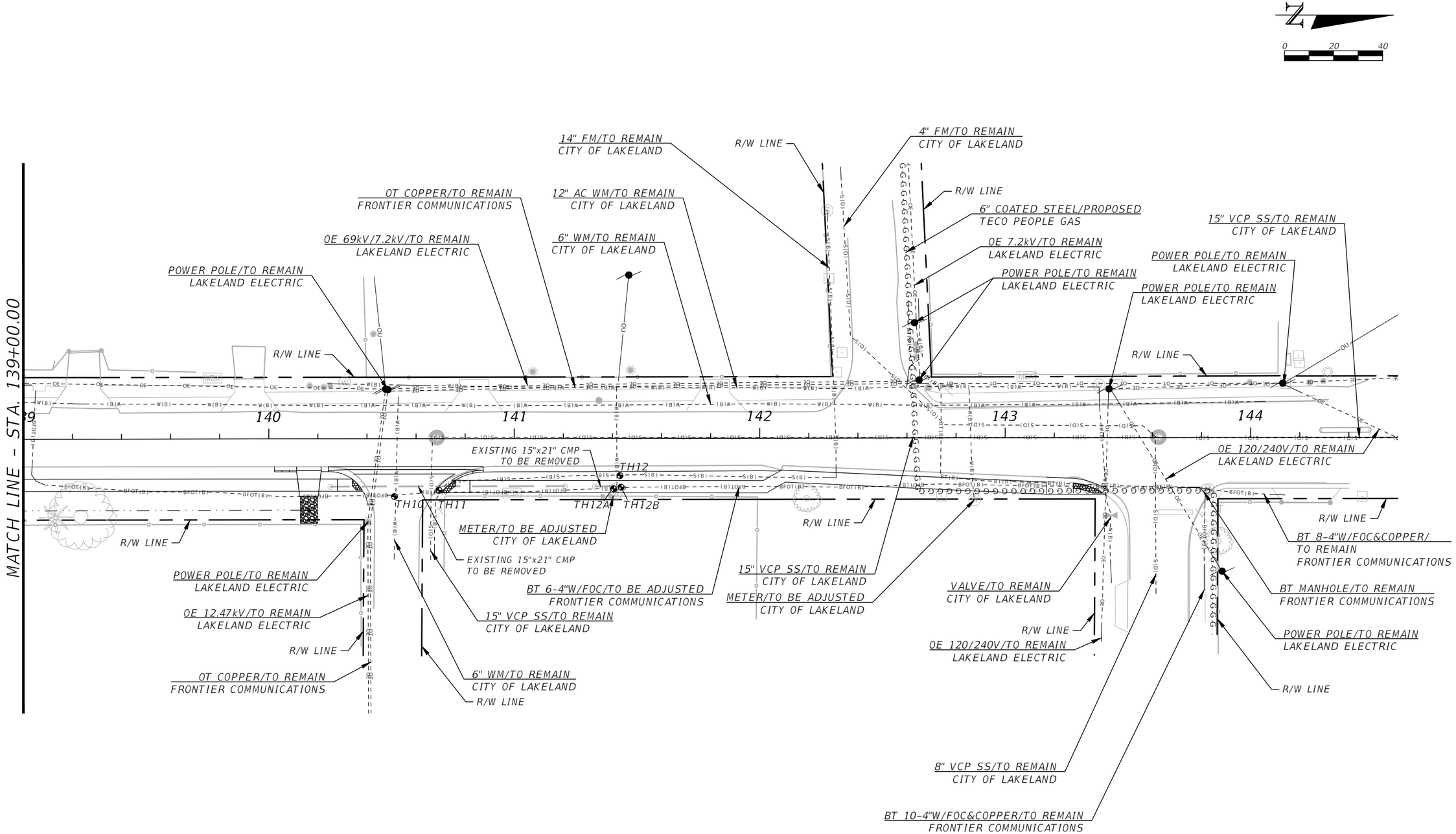
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (7)

SHEET NO. 122

James Greene 4/19/2022 4:32:14 PM

P:\PR58964\44184715201\Utils\UTADUW01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

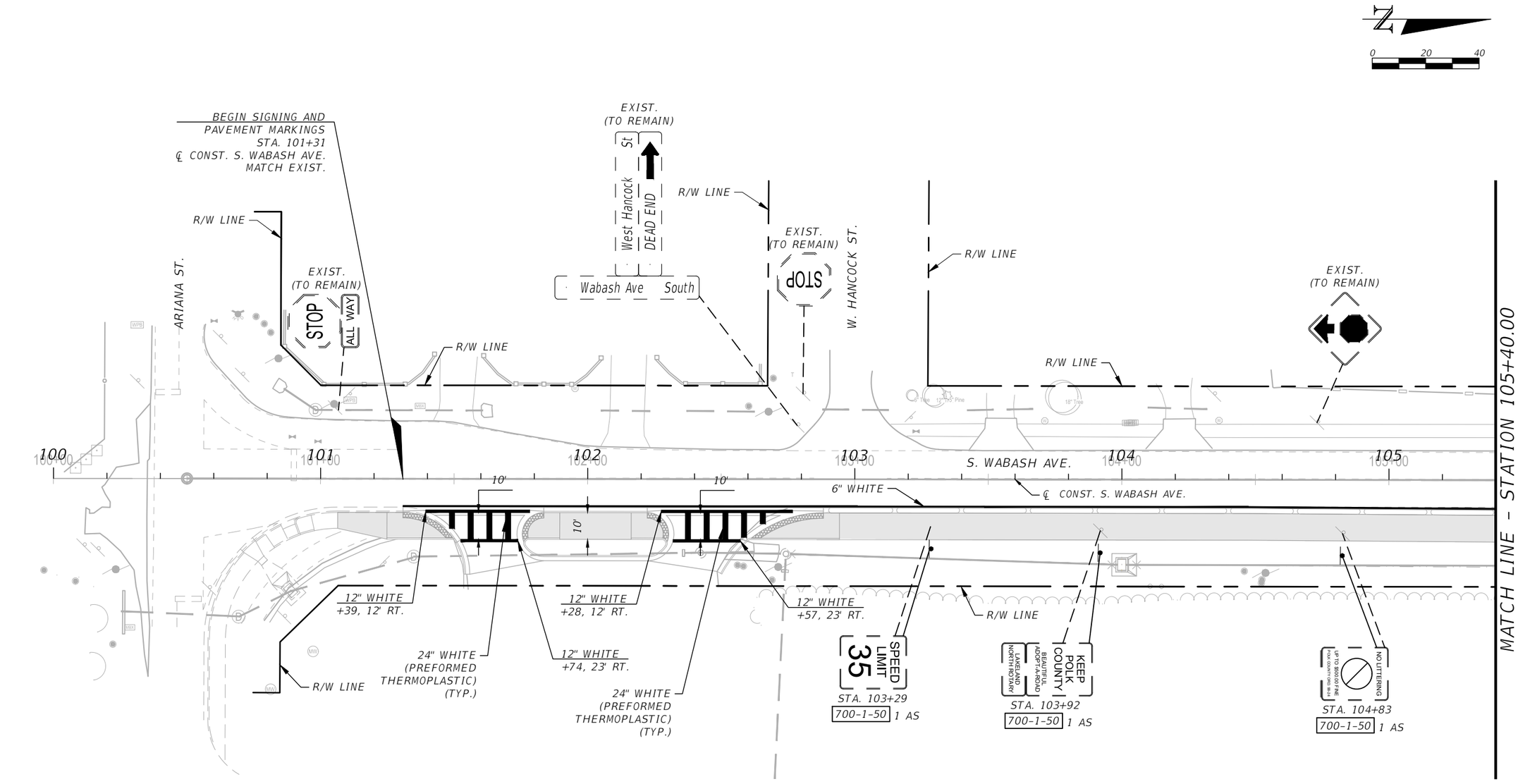
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (8)

SHEET NO. 123

James Greene 4/19/2022 4:32:20 PM

P:\PR58964\44184715201\Utils\UTADUW01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

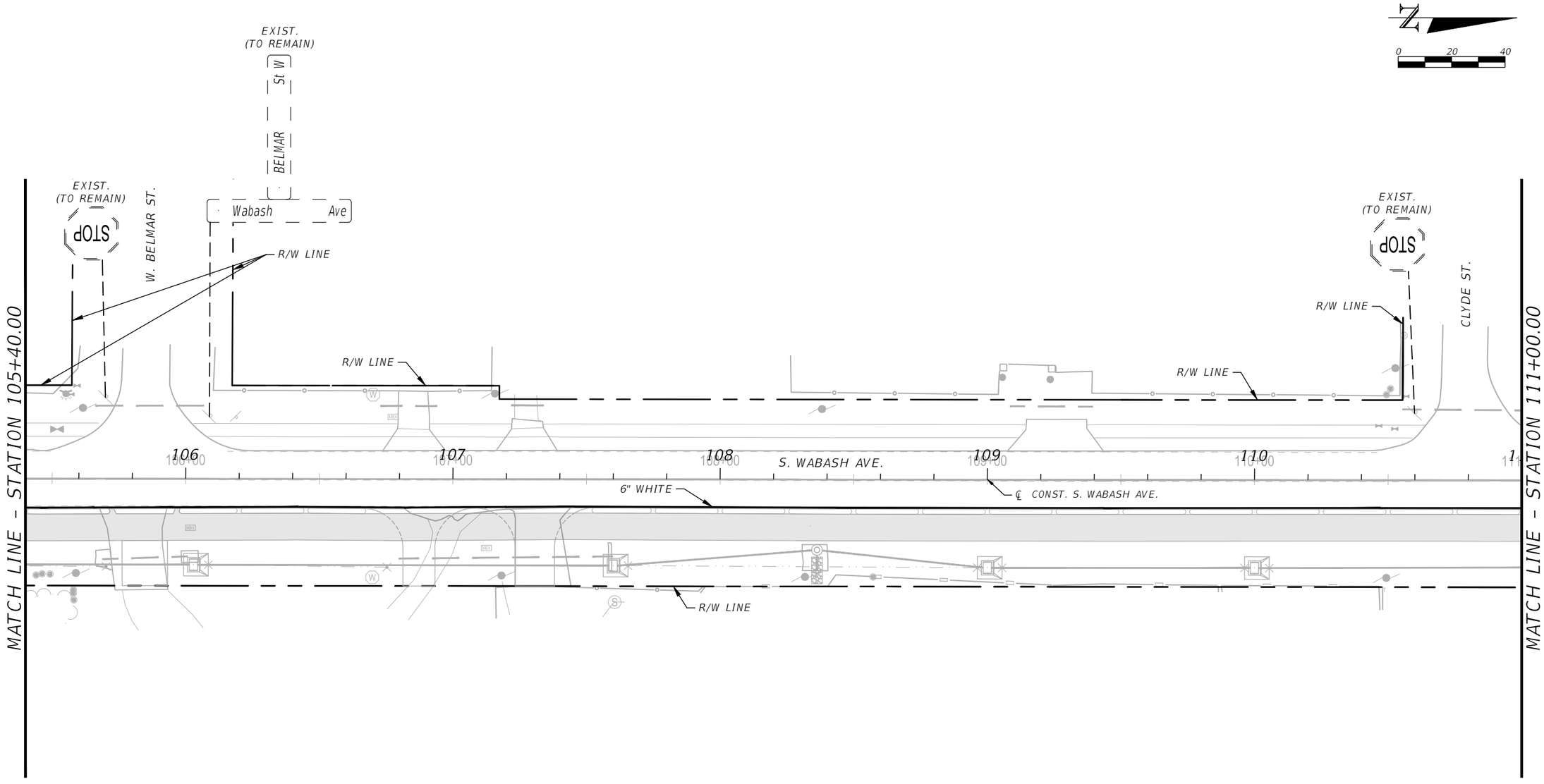
JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (1)

SHEET NO. 124



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

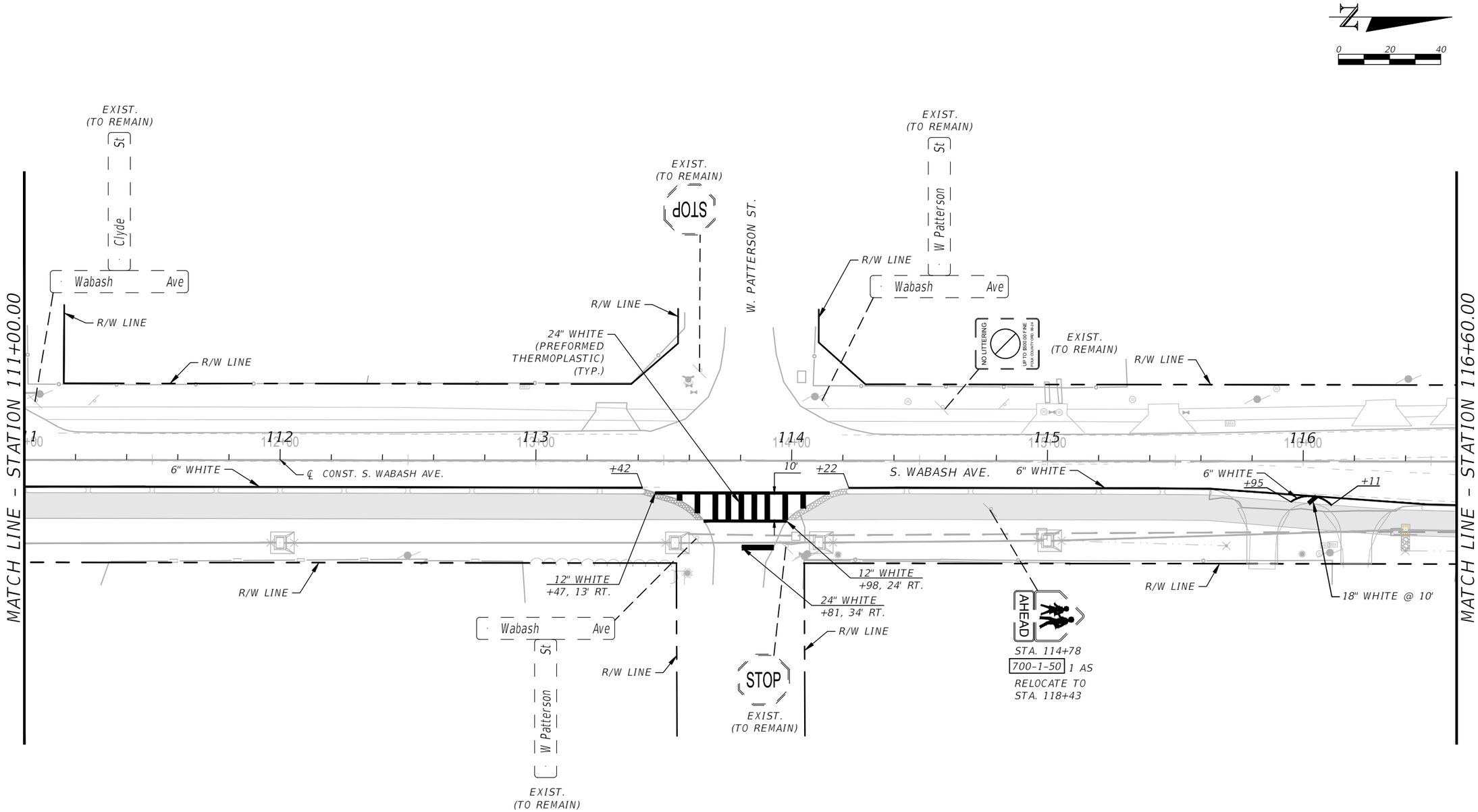
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (2)

SHEET NO. 125

James Greene 4/19/2022 4:33:18 PM

P:\PR58964\44184715201\Signing\PLANSP01.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

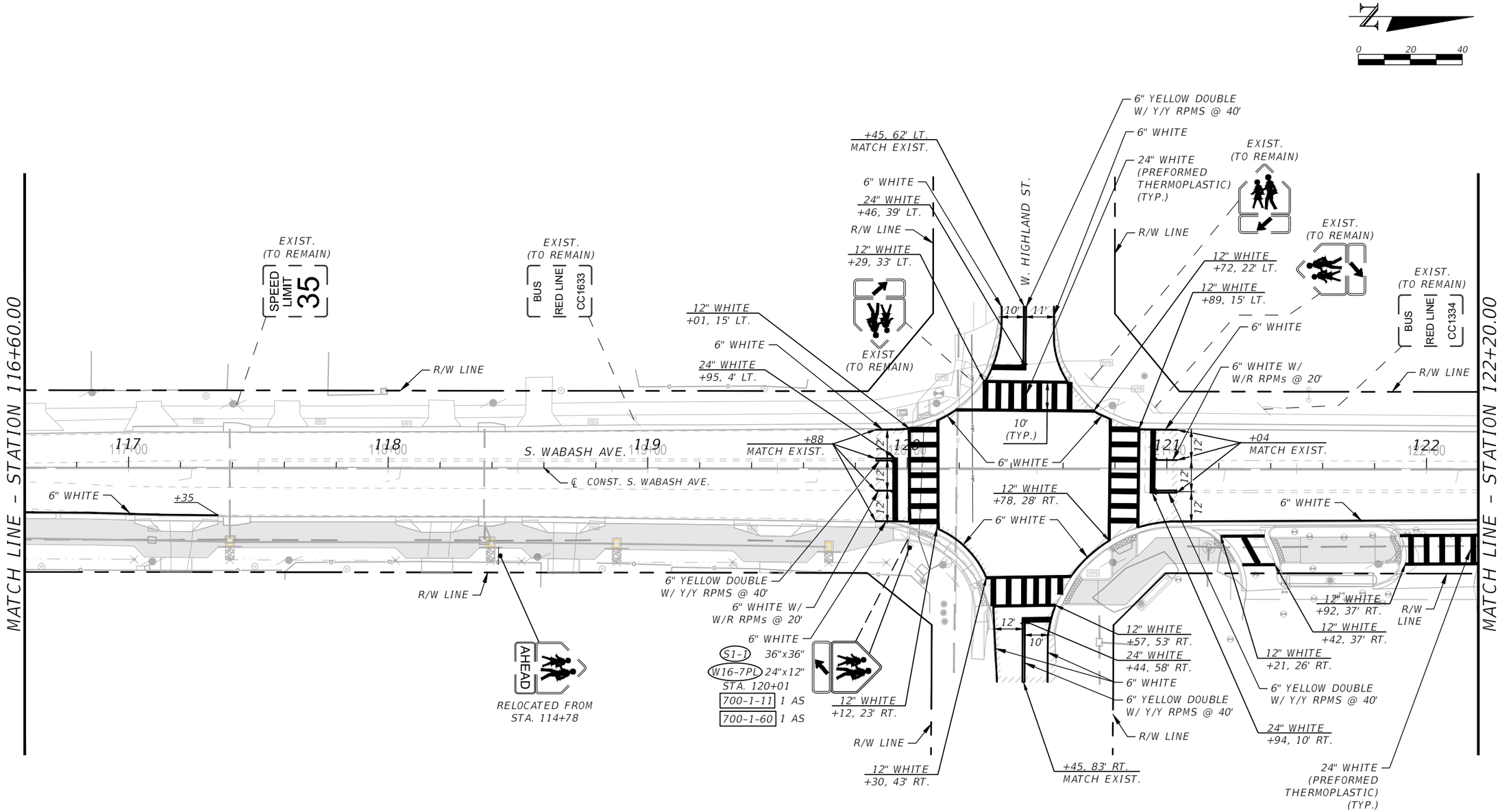
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (3)

SHEET NO. 126

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 4/19/2022 4:33:23 PM
P:\PR58964\44184715201\Signing\PLANSP01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

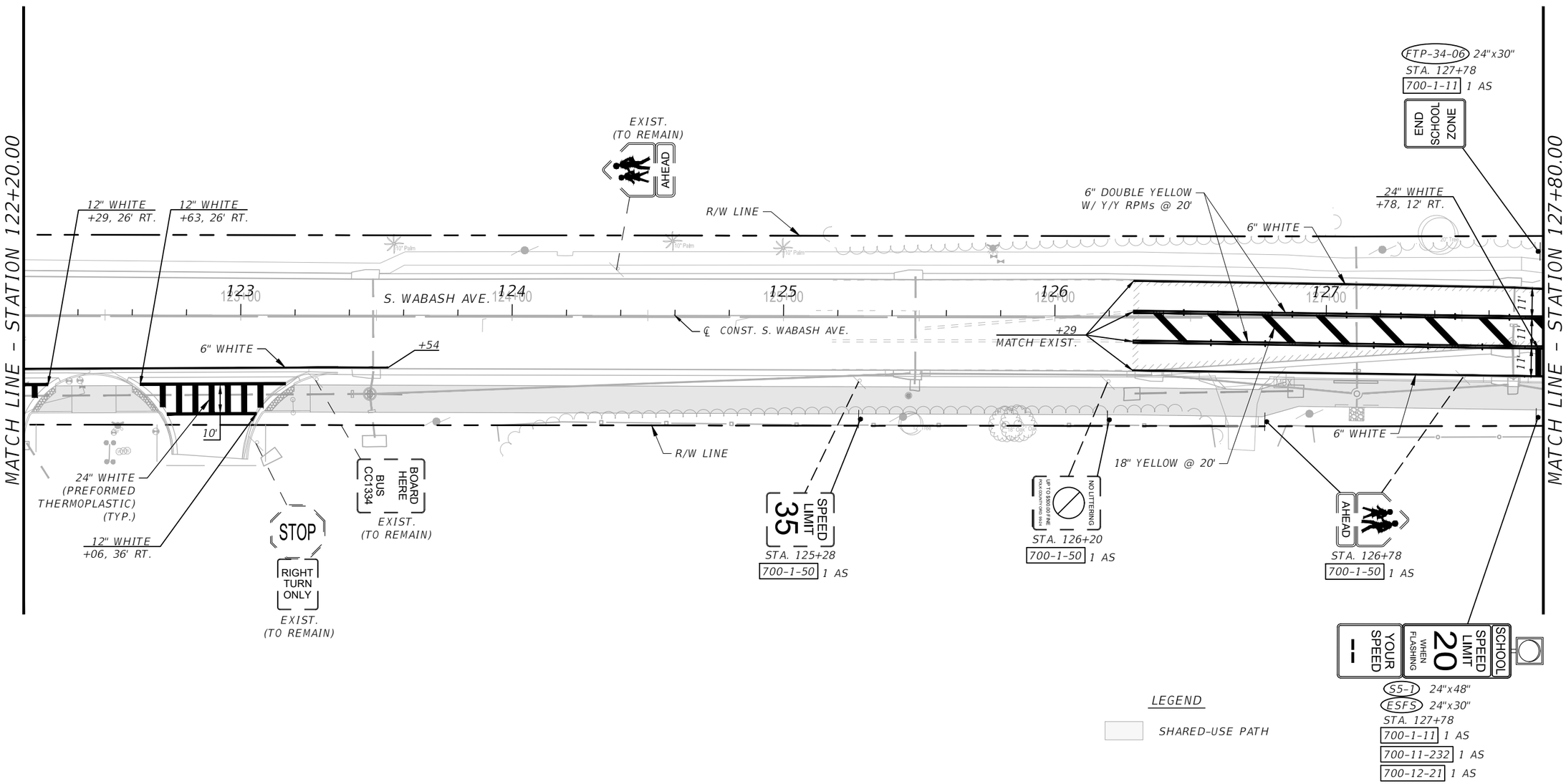
JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (4)

SHEET NO. 127



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (5)

SHEET NO. 128

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 4/19/2022 4:33:35 PM
P:\PR58964\44184715201\Signing\PLANSP01.dwg

0 20 40

MATCH LINE - STATION 127+80.00

MATCH LINE - STATION 133+40.00

700-1-60 1 AS
SCHOOL SPEED LIMIT 15 WHEN FLASHING SPEEDING FINES DOUBLED

EXIST. (TO REMAIN)
NO PARKING STOPPING OR STANDING ANY TIME

S1-1 36"x36"
W16-7PL 24"x12"
STA. 131+89
700-1-11 1 AS
700-1-60 1 AS

FTP-38-06 30"x24"
STA. 132+89
700-1-11 1 AS
SPEEDING FINES DOUBLED

700-1-60 1 AS
END SCHOOL ZONE

24" WHITE +04, 12' RT.
6" DOUBLE YELLOW W/ Y/Y RPMs @ 20'
Y/Y RPMs AT 8"
6" YELLOW (6'-10' DOTTED)
R/W LINE
18" YELLOW @ 20'
DIRECTIONAL ARROW (TYP.)
6" WHITE W/ W/R RPMs @ 20'
6" WHITE (6'-10' DOTTED)
6" WHITE
24" WHITE (PREFORMED THERMOPLASTIC)
12" WHITE +78, 10' LT.
18" YELLOW @ 20' (TYP.)
+33
R/W LINE
6" WHITE

128 +35 129 +03 130 131 +38 132 +29 133

S. WABASH AVE.
℄ CONST. S. WABASH AVE.

11' 11' 11' 11' 10' (TYP.)

5.5'R
+76
+27
+10
+63
+48
+84
+34

+00
6" WHITE
R/W LINE
6" DOUBLE YELLOW W/ Y/Y RPMs @ 40'
6" YELLOW
6" YELLOW
18" YELLOW @ 20' (TYP.)
6" WHITE
6" DOUBLE YELLOW W/ Y/Y RPMs @ 20'

12" WHITE +10, 24' RT.
12" WHITE +55, 35' RT.
12" WHITE +35, 24' RT.
12" WHITE +83, 35' RT.
12" WHITE +89, 22' RT.

PAVEMENT MESSAGE
6" WHITE
24" WHITE (PREFORMED THERMOPLASTIC)
24" WHITE (PREFORMED THERMOPLASTIC)

NO PARKING STOPPING OR STANDING ANY TIME
STA. 129+13
700-1-50 1 AS

CC1633 RED LINE BUS
STA. 129+33
700-1-50 1 AS

SPEEDING FINES DOUBLED
FTP-38-06 30"x24"
STA. 130+78
700-1-11 1 AS

EXIST. (TO REMAIN)

SPEEDING FINES DOUBLED
SCHOOL SPEED LIMIT 15 WHEN FLASHING
700-1-60 1 AS

YELLOW REFLECTIVE PAINT ON TRAFFIC SEPARATOR NOSE W/ MD/Y RPMs ON TOP OF TRAFFIC SEPARATOR AT 8" (TYP.)

LEGEND

SHARED-USE PATH

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

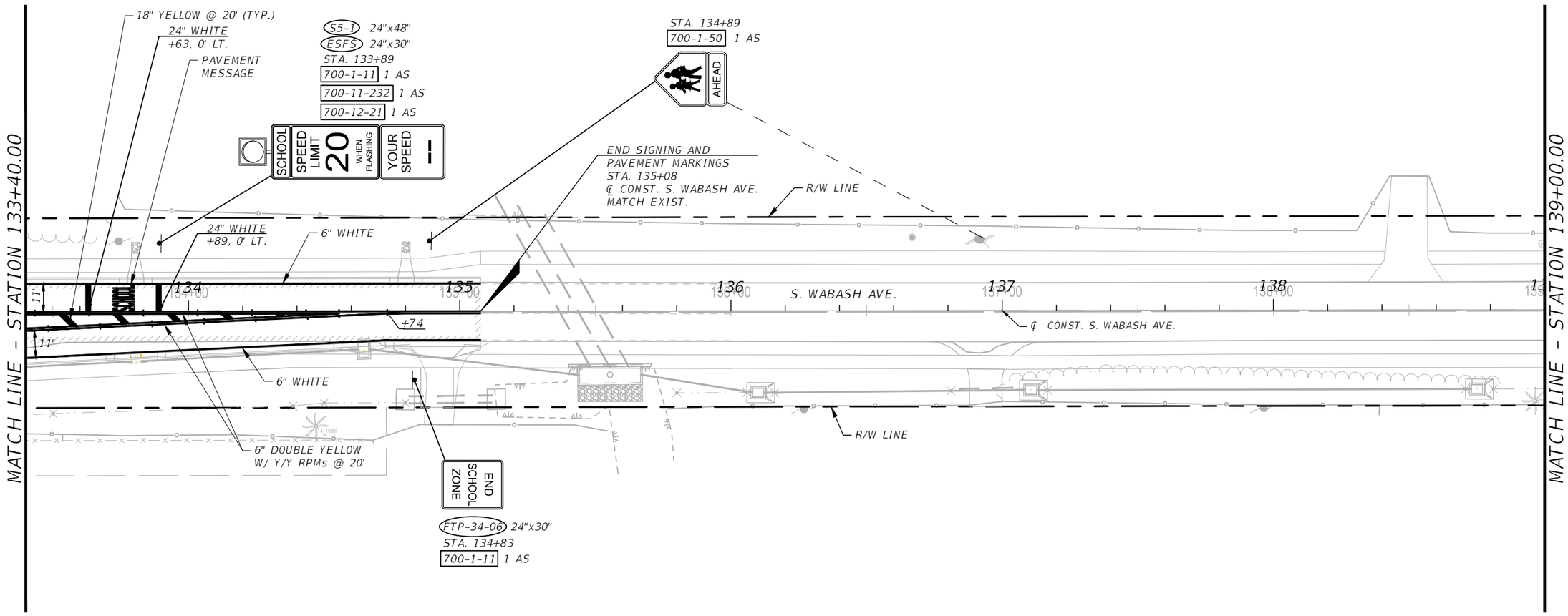
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (6)

SHEET NO. 129

James Greene 4/19/2022 4:33:41 PM

P:\PR58964\44184715201\Signing\PLANSP01.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

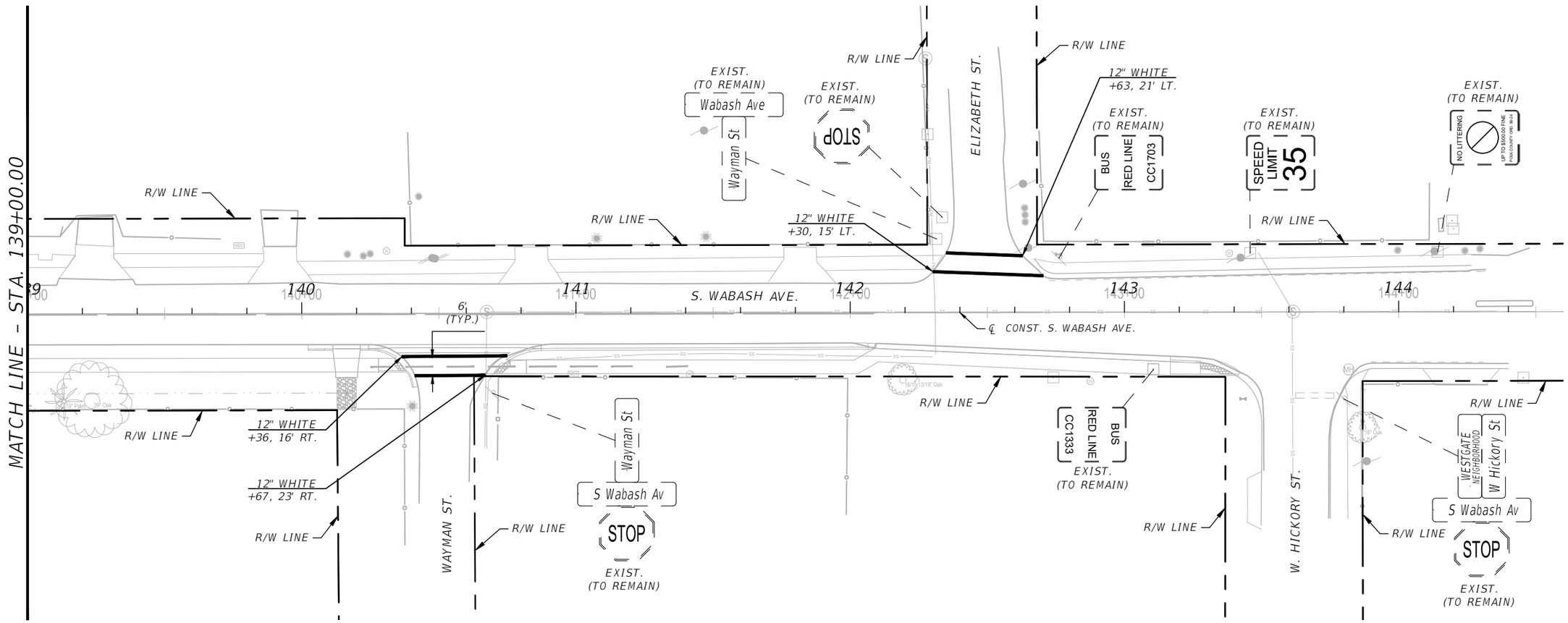
SIGNING AND PAVEMENT MARKING PLAN (7)

SHEET NO. 130

James Greene 4/19/2022 4:33:49 PM

P:\PR58964\44184715201\Signing\PLANSP01.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (8)

SHEET NO. 131

James Greene 4/19/2022 4:33:55 PM

P:\PR58964\44184715201\Signing\PLANSP01.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

632-7-1:
VERIFY THE COLOR CODE OF SIGNAL CABLE WITH THE MAINTAINING AGENCY PRIOR TO WIRING INTERSECTION.

635-2-11:
PULL BOXES SHALL BE PLACED A MINIMUM OF 7' FROM THE EDGE OF PAVEMENT.

USE POLYMER CONCRETE CONSTRUCTION PULL BOXES WITH POLYMER CONCRETE COVERS.

646-1-11:
USE LOCKING COLLARS WHEN MOUNTING ALUMINUM PEDESTRIAN POLES TO PEDESTRIAN PEDESTAL BASES.

USE BREAKAWAY ALUMINUM SQUARE BASE ASSEMBLIES WITH ALUMINUM DOORS FOR PEDESTRIAN PEDESTALS.

660-2-106:
PERMANENTLY MARK EACH LOOP PER PHASE AND PER VEHICLE MOVEMENT AT EACH SPLICE POINT AND AT THE CABINET TERMINATION POINT.

FOR INCREASED SENSITIVITY, INDUCTANCE LOOPS TO HAVE A MINIMUM OF THREE TURNS OF WIRE.

665-1-12:
STREET NAME SHALL BE IN ACCORDANCE WITH THE STREET NAME SIGNS SHOWN ON THE SIGNALIZATION PLAN SHEETS.

1. AT THE TIME OF FINAL PROJECT INSPECTION, FURNISH TO THE INSPECTOR THREE COMPLETE SETS OF AS-BUILT PLANS. ONE SET SHALL BE LEFT IN THE CABINET FOR THE LOCAL MAINTAINING AGENCY, POLK COUNTY.

2. MAINTAINING AGENCY: POLK COUNTY

3. PAVEMENT MARKINGS ARE SHOWN FOR REFERENCE PURPOSES ONLY. FOR PAVEMENT MARKING DESIGN INFORMATION, SEE PAVEMENT MARKING PLANS.

4. WHEN CONSTRUCTION IS COMPLETE, IN ADDITION TO THE REQUIREMENT OF STANDARD SPECIFICATION 9-8, PROVIDE A SET OF "AS-BUILT" PLANS TO:

   POLK COUNTY TRAFFIC ENGINEERING
   AMY SHAFFER GREGORY, P.E., TRAFFIC ENGINEER
   3000 SHEFFIELD RD.
   WINTER HAVEN, FL 33880

5. PEDESTRIAN SIGNAL ASSEMBLIES SHALL BE CAST ALUMINUM HOUSING.

6. ALL REMOVED EQUIPMENT SHALL BE RETURNED TO POLK COUNTY. CONTACT MATT GIBSON AT 863-535-2305TO ARRANGE FOR EQUIPMENT DROP OFF. DROP OFF ADDRESS IS:
   3000 SHEFFIELD RD., WINTERHAVEN, FL 33880

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY B. WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PENBROOKE DR., SUITE 265
ORLANDO, FL 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-52-01

SIGNALIZATION GENERAL NOTES

SHEET NO. 132

P2

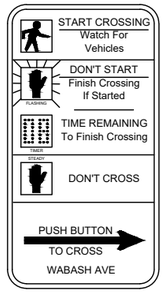
P4

P6

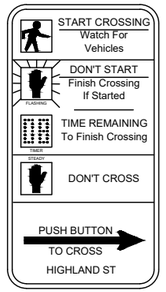
P8

PED. SIGNAL
COUNT-DOWN
1-SECT., 1-WAY

653-1-11
8 AS



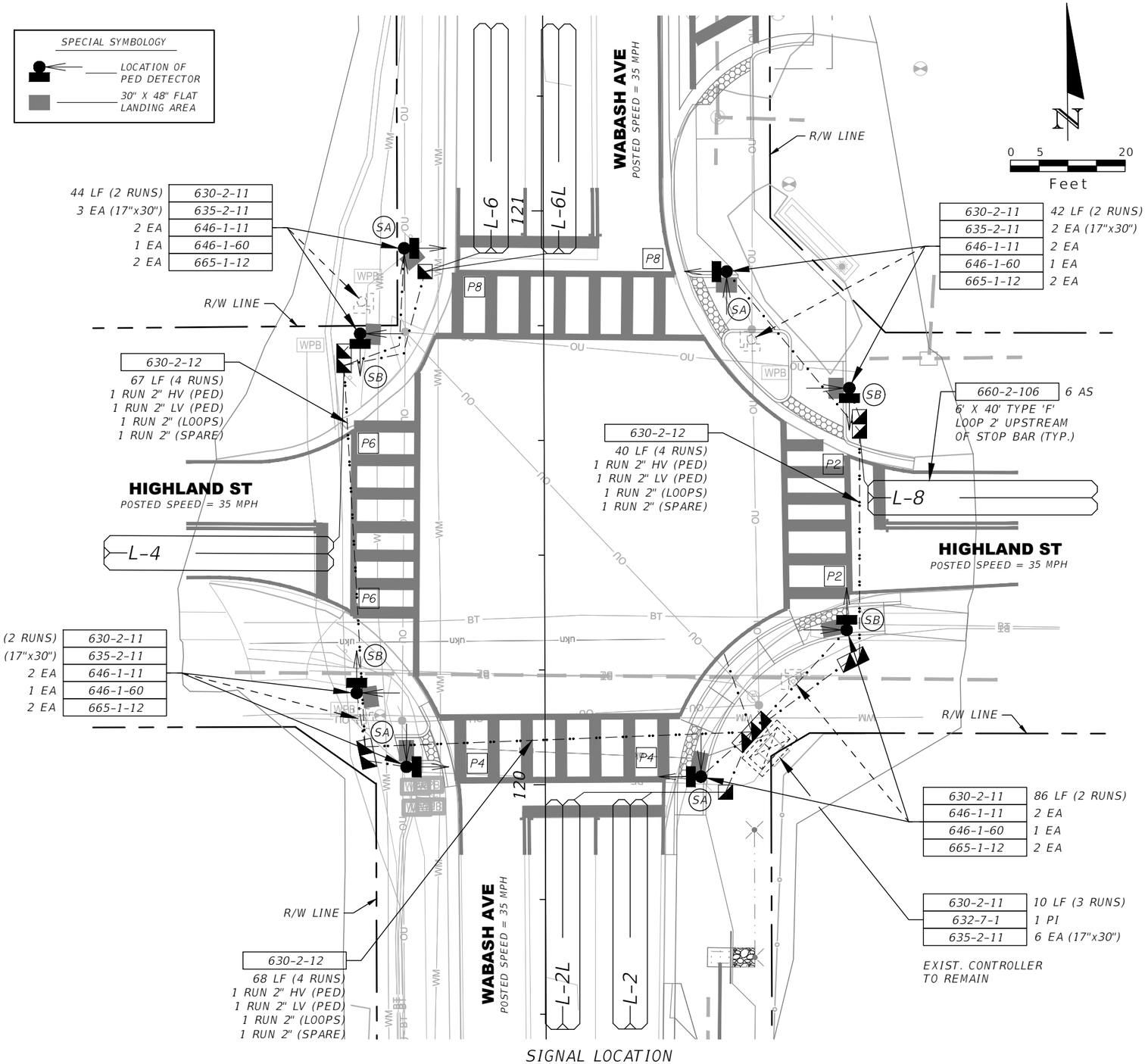
R10-3i
9"X15" 4 EA (SA)



R10-3i
9"X15" 4 EA (SB)

CONTROLLER OPERATIONS:

1. THE MAJOR STREET IS WABASH AVENUE (MOVEMENTS 2 AND 6).
2. THE MINOR STREET IS HIGHLAND ST (MOVEMENTS 4 AND 8).
3. SIGNAL OPERATING PLAN IS SOP 1.
4. CONCURRENT/ACTUATED PEDESTRIAN TIMING FOR MOVEMENTS 2 (P2), 4 (P4), 6 (P6) AND 8 (P8).



SIGNAL LOCATION
WABASH AVE AT HIGHLAND ST

CONTROLLER TIMINGS				
CONTROLLER PHASE, MOVEMENT NUMBER	2	4	6	8
DIRECTION	NBT	EBT	SBT	WBT
MINIMUM GREEN	20	7	20	7
EXTENSION	3.0	3.0	3.0	3.0
YELLOW CLEARANCE	4.0	4.0	4.0	4.0
ALL RED	2.5	2.8	2.5	2.8
MAXIMUM GREEN 1	40	20	40	20
MAXIMUM GREEN 2	45	25	45	25
PEDESTRIAN WALK	7	7	7	7
PED. CLEARANCE	10	13	14	14
DET. CROSS SWITCH	-	-	-	-
DUAL ENTRY	Y		Y	
RECALL	MIN		MIN	

DETECTORS FOR LOOPS		
LOOP	NO. OF LOOPS	DELAY TIME(SEC)
L-1	1	-
L-2	1	-
L-3		-
L-4	1	-
L-5	1	-
L-6	1	-
L-7		-
L-8	1	-

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY B. WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PENBROOKE DR., SUITE 265
ORLANDO, FL 32810

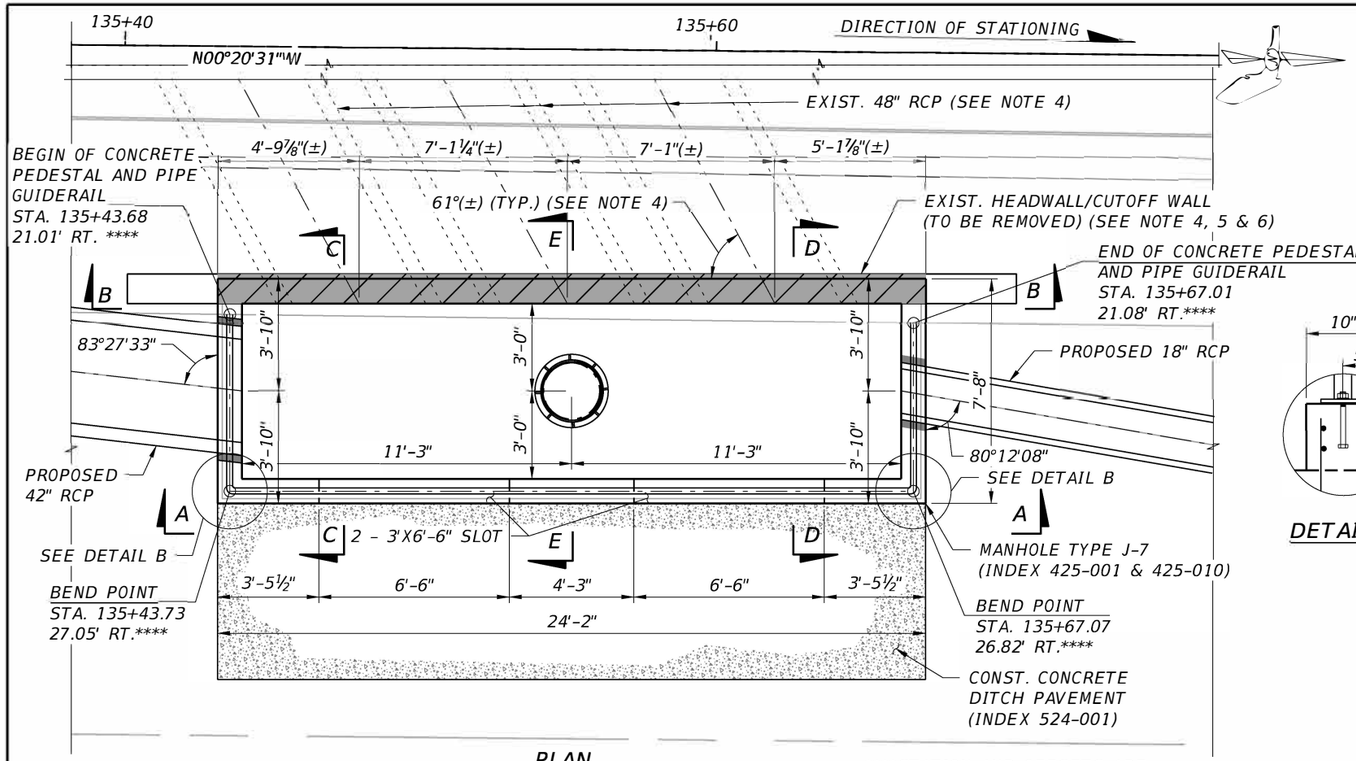
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-52-01

SIGNALIZATION PLAN

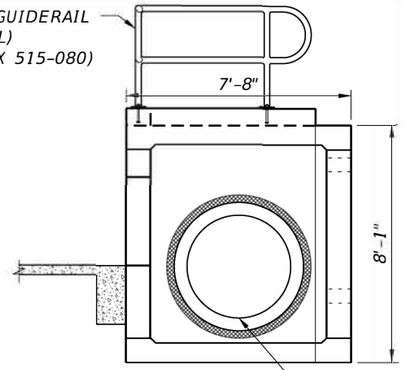
SHEET NO. 133

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

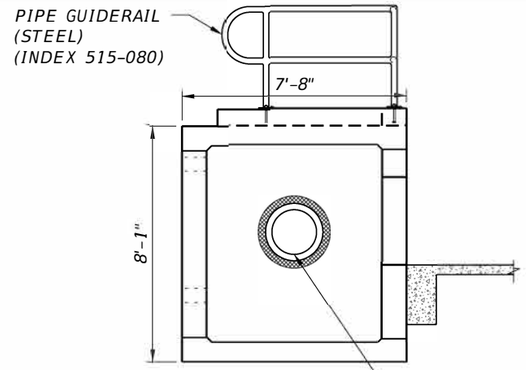


PLAN

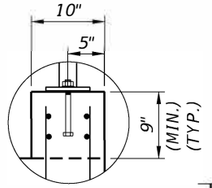
****STATION AND OFFSETS ARE GIVEN AT CENTERLINE OF PIPE GUIDERAIL POST.



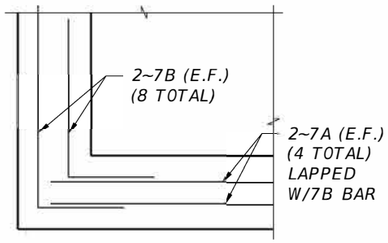
SECTION C-C



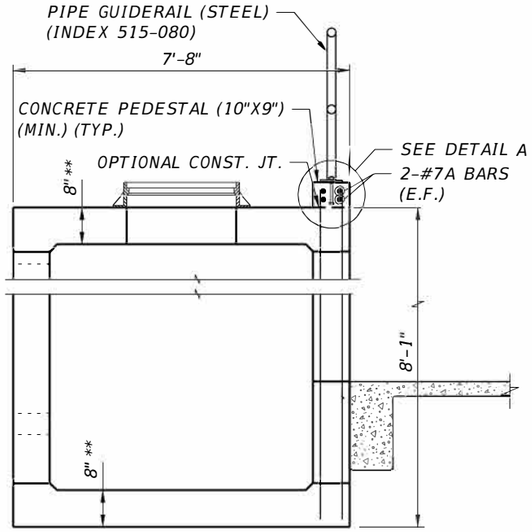
SECTION D-D



DETAIL A

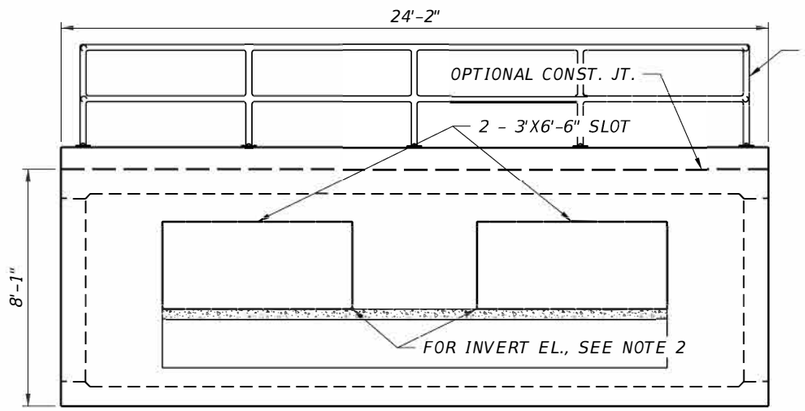


DETAIL B

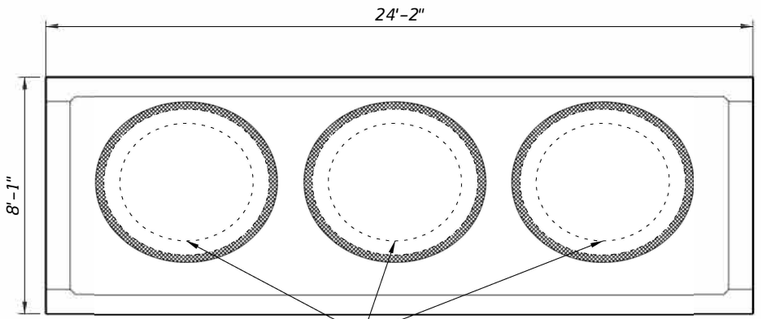


SECTION E-E

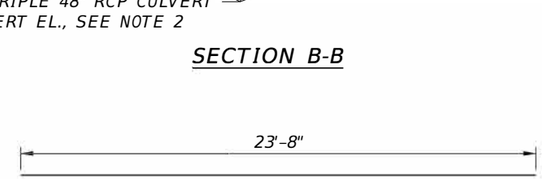
TYPICAL SECTION THROUGH MANHOLE TYPE J7



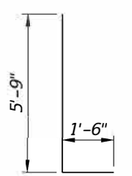
SECTION A-A



SECTION B-B



BAR 7A***



BAR 7B***

***FIELD CUT AS REQUIRED

NOTES:

1. FOR ADDITIONAL NOTES AND DETAILS, REFER TO INDEX 425-001, INDEX 425-010 AND INDEX 515-080.
2. FOR INVERT ELEVATION, SEE DRAINAGE STRUCTURE (17) SHEET.
3. PIPE BLOCKOUT DIAMETER TO BE 6" GREATER THAN PIPE OUTSIDE DIAMETER.
4. VERIFY THIS DATA BEFORE ORDERING ANY MATERIAL. NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
5. INCLUDE THE COST OF ALL LABOR AND MATERIALS FOR EXISTING HEADWALL, WINGWALL AND BOX CULVERT REMOVAL AND PROPOSED CONCRETE PEDESTAL (10"X9") UNDER PAY ITEM NO. 0425 2 71 MANHOLES, J-7 ALTERNATE B MODIFIED, <10'.
6. FOR ADDITIONAL NOTES AND DETAILS FOR REMOVAL/CUT OF EXISTING CULVERT, REFER TO INDEX 400-289.

**FOR SLAB DESIGN TABLE REFER TO INDEX 425-010

*TABLE 4 - WALL DESIGN RECTANGULAR STRUCTURES

VERTICAL REINFORCING		HORIZONTAL REINFORCING		WALL THICKNESS
SCHEDULE		SCHEDULE		
SIZE 22'-6"				
INSIDE	OUTSIDE	INSIDE	OUTSIDE	
E5	E5	G5	G5	10"

*MODIFIED TABLE 4, INDEX 425-010 SHEET 3 OF 4.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JUAN A. VALENZUELA, P.E.
P.E. LICENSE NUMBER 68208
FBT-FLORIDA BRIDGE AND TRANSPORTATION, INC.
633 DARTMOUTH STREET
ORLANDO, FL 32804
(407) 513-9709

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-52-01

MANHOLE TYPE J7 (6'-0"X22'-6") NOTES AND DETAILS

SHEET NO. 134

Drawn By : CEM 06-2021 Designed By : EVS 06-2021
Checked By : EVS 06-2021 Checked By : SD 06-2021

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PAY ITEMS

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY TOTAL PLAN	QUANTITY TOTAL FINAL
	ROADWAY			
101-1	MOBILIZATION	LS	1	
102-1	MAINTENANCE OF TRAFFIC	LS	1	
102-60	WORK ZONE SIGN	ED	5040	
102-74-1	CHANNELIZING DEVICE-TYPES I, II, DI, VP, DRUM, LC	ED	25956	
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	532	
104-10-3	SEDIMENT BARRIER	LF	2799	
104-11	FLOATING TURBIDITY BARRIER	LF	55	
104-18	INLET PROTECTION SYSTEM	EA	45	
110-1-1	CLEARING AND GRUBBING	LS/AC	1/2.75	
110-4-1	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	572.4	
120-1	REGULAR EXCAVATION	CY	1176	
120-6	EMBANKMENT	CY	2026	
121-70	FLOWABLE FILL	CY	0.2	
160-4	TYPE B STABILIZATION	SY	1644	
285-701	OPTIONAL BASE GROUP 01	SY	3760	
285-714	OPTIONAL BASE GROUP 14	SY	824	
327-70-4	MILLING EXIST ASPHALT PAVT, 3" AVG DEPTH	SY	2215	
327-70-6	MILLING EXIST ASPHALT PAVT, 1 1/2" AVG DEPTH	SY	896	
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	789.10	
337-7-83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22	TN	73.90	
400-0-11	CONCRETE CLASS NS, GRAVITY WALL	CY	3.8	
425-1-351	INLETS, CURB, TYPE P-5, <10	EA	2	
425-1-451	INLETS, CURB, TYPE J-5, <10	EA	1	
425-1-461	INLETS, CURB, TYPE J-6, <10	EA	6	
425-1-531	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'	EA	5	
425-1-541	INLETS, DT BOT, TYPE D, <10'	EA	12	
425-1-713	INLETS, GUTTER, TYPE V, J BOT, <10'	EA	1	
425-1-910	INLETS, CLOSED FLUME	EA	8	
425-2-41	MANHOLES, P-7, <10'	EA	1	
425-2-61	MANHOLES, P-8, <10'	EA	2	
425-2-71	MANHOLES, J-7, <10'	EA	4	
425-2-91	MANHOLES, J-8, <10'	EA	1	
430-536-100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	EA	1	
430-94-1	DESILTING PIPE, 0 - 24"	LF	66	
430-175-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	LF	32	
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	922	
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	198	
430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"S/CD	LF	188	
430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"S/CD	LF	6	
430-175-142	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42"S/CD	LF	132	
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18"S/CD	LF	513	
430-175-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 24"S/CD	LF	556	
430-175-236	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 36"S/CD	LF	3	
430-175-242	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 42"S/CD	LF	669	
515-1-1	PIPE HANDRAIL - GUIDERAIL, STEEL	LF	96	
520-1-7	CONCRETE CURB AND GUTTER, TYPE E	LF	162	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	2296	
520-3	VALLEY GUTTER- CONCRETE	LF	525	
520-5-46	TRAFFIC SEPARATOR, CONCRETE, TYPE IV, 8.5' WIDE	LF	96	
520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL-VARIABLE WIDTH	SY	232	
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1134	
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	450	
522-3	BUS BOARDING PAD - CONCRETE	SY	50	
524-1-1	CONCRETE DITCH PAVT, NON REINFORCED, 3"	SY	57	
527-2	DETECTABLE WARNINGS	SF	697	
570-1-2	PERFORMANCE TURF, SOD	SY	5667	

PAY ITEMS

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY TOTAL PLAN	QUANTITY TOTAL FINAL
	SIGNALIZATION			
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	199	
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	175	
632-7-1	SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, F&I	PI	1	
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	13	
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	8	
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	4	
653-1-11	PEDESTRIAN SIGNAL, F&I LED COUNTDOWN, 1 WAY	AS	8	
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	AS	6	
665-1-12	PEDESTRIAN DETECTOR, F&I, ACCESSIBLE	EA	8	

PAY ITEMS

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY TOTAL PLAN	QUANTITY TOTAL FINAL
	SIGNING AND PAVEMENT MARKING			
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	8	
700-1-50	SINGLE POST SIGN, RELOCATE	AS	10	
700-1-60	SINGLE POST SIGN, REMOVE	AS	6	
700-11-232	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL GROUND MOUNT- SOLAR POWER, SPEED FEEDBACK, 12-20 SF	AS	2	
700-12-21	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON	AS	2	
706-1-3	RAISED PAVEMENT MARKER, TYPE B, WHITE/RED	EA	12	
	RAISED PAVEMENT MARKER, TYPE B, MONO-DIRECTIONAL/YELLOW	EA	20	
	RAISED PAVEMENT MARKER, TYPE B, YELLOW/YELLOW	EA	134	
710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	12	
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	LS	1	
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	1106	
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	4	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	127	
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.013	
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2	
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	4	
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	248	
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	GM	0.016	
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	738	
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.721	
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.527	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
1511 N. WEST SHORE BLVD., SUITE 500
TAMPA, FLORIDA 33607

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SUMMARY OF PAY ITEMS

SHEET NO. 135

Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

March 30, 2022

Polk County BOCC
Attn: Jay Jarvis
3000 Sheffield Road
Winter Haven, FL 33880

Subject: **Notice of Intended Agency Action - Approval**
ERP Individual Construction

Project Name:	Wabash Avenue Multi-Use Trail
App ID/Permit No:	833056 / 43045308.001
County:	Polk
Sec/Twp/Rge:	S26/T28S/R23E, S22/T28S/R23E, S27/T28S/R23E, S23/T28S/R23E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: Michael Poniatowski
FDEP Southwest District
Bryan Anderson, P.E., Burgess & Niple, Inc.

Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

March 30, 2022

Polk County BOCC
Attn: Jay Jarvis
3000 Sheffield Road
Winter Haven, FL 33880

Subject: **Notice of Agency Action - Approval**
ERP Individual Construction

Project Name:	Wabash Avenue Multi-Use Trail
App ID/Permit No:	833056 / 43045308.001
County:	Polk
Sec/Twp/Rge:	S26/T28S/R23E, S22/T28S/R23E, S27/T28S/R23E, S23/T28S/R23E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
As-Built Certification and Request for Conversion to Operation Phase
Notice of Authorization to Commence Construction
Notice of Rights

cc: Michael Poniatowski
FDEP Southwest District
Bryan Anderson, P.E., Burgess & Niple, Inc.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE

INDIVIDUAL CONSTRUCTION
PERMIT NO. 43045308.001

EXPIRATION DATE: **March 30, 2027** **PERMIT ISSUE DATE:** **March 30, 2022**

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME:	Wabash Avenue Multi-Use Trail
GRANTED TO:	Polk County BOCC Attn: Jay Jarvis 3000 Sheffield Road Winter Haven, FL 33880
OTHER PERMITTEES:	N/A

ABSTRACT: This permit authorization is for the construction of a new a 3.47-acre trail and sidewalk project, as named above and as shown on the approved construction drawings. The proposed improvements include the construction of approximately 0.33-mile of 10-foot wide multi-use trail and approximately 0.26-mile of 5-6-foot wide sidewalk along east side of South Wabash Avenue, from Ariana Street north to Hickory Street, in Polk County. Additional information regarding the stormwater management system, floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for this project.

OP. & MAIN. ENTITY:	Polk County BOCC
OTHER OP. & MAIN. ENTITY:	N/A
COUNTY:	Polk
SEC/TWP/RGE:	S26/T28S/R23E, S22/T28S/R23E, S27/T28S/R23E, S23/T28S/R23E
TOTAL ACRES OWNED OR UNDER CONTROL:	3.47
PROJECT SIZE:	3.47 Acres
LAND USE:	Road Projects
DATE APPLICATION FILED:	September 20, 2021
AMENDED DATE:	N/A

I. Water Quantity/Quality

Water Quantity/Quality Comments:

Water quantity attenuation and quality treatment are not required for the proposed multi-use trail and sidewalks. A swale with ditch bottom inlets is proposed to offset the treatment loss from impacting the existing conveyance ditches. All elevations on the permitted plans and drainage calculations are in NGVD 1929. The conversion from NGVD 1929 to NAVD 1988 is minus 0.83 foot.

A mixing zone is not required.
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.17	0.23	Equivalent Excavation	N/A

Floodplain Comments:

Information from the Itchepackesassa Creek Model and site-specific information were utilized to determine the extent of the 100-year floodplain limits within the project area. The proposed improvements will result in approximately 0.17 acre-foot of floodplain encroachment volume. Approximately 0.23 acre-foot of equivalent floodplain compensation volume will be provided in the ditch relocation and stormwater collection facilities.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
OSW 1-12	1.09	0.00	1.09	0.00	0.00	0.00
W-1	0.06	0.05	0.01	0.00	0.00	0.00
Total:	**1.15**	**0.05**	**1.10**	**0.00**	**0.00**	**0.00**

*** For impacts that do not require mitigation, their functional loss is not included.**

Wetland/Other Surface Water Comments:
Wetlands are not located within the project area for this ERP; however, there are 1.15 acres of other surface water features, consisting of 1.09 acres of upland-cut ditches and 0.06 acre of natural streams. (FLUCCS 510), located within the project area. Permanent filling impacts to 1.10 acres of the project surface waters will occur for construction of a multi-use trail.

Mitigation Information

Mitigation Comments:
Wetland mitigation will not be required for permanent filling impacts to 0.06 acre of a natural stream pursuant to Subsection 10.2.2 of the ERP Applicant's Handbook Vol. I. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

Wetland mitigation is not required for permanent filling impacts to the upland cut ditches pursuant to Subsection 10.2.2.2 of the ERP Applicant's Handbook Vol. I. Under this Subsection, wetland mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the subdivision may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetlands or wetland buffers described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.
4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:

   a. wetland and surface water areas

   b. wetland buffers

   c. limits of approved wetland impacts

   The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
5. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
6. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
7. The Permitted Plan Set for this project includes the set received by the District on September 20, 2021.
8. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
9. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
10. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
11. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:

    a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.

b. Any existing septic tanks on site shall be abandoned at the beginning of construction.

c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.

12. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.

13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

14. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

15. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.

a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.

b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

i. This permit does not:

1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

2. Convey to the permittee or create in the permittee any interest in real property;

3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

l. The permittee shall notify the Agency in writing:

1. Immediately if any previously submitted information is discovered to be inaccurate; and

2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION

Wabash Avenue Multi-Use Trail
PROJECT NAME

Road Projects
PROJECT TYPE

Polk
COUNTY

S26/T28S/R23E...
See Permit for additional STR listings
SEC(S)/TWP(S)/RGE(S)

Polk County BOCC
PERMITTEE

APPLICATION ID/PERMIT NO: 833056 / 43045308.001

DATE ISSUED: March 30, 2022

David Kramer, P.E.
Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY DISPLAYED AT THE SITE OF THE WORK

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.

7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North,Tampa,FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9. 110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

FLORIDA DEPARTMENT OF Environmental Protection

Southwest District Office
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

May 26, 2022

Polk County
% Jay Jarvis
3000 Sheffield Road
Winter Haven, FL 33889
jayjarvis@polk-county.net

File No. 0407153-002-SFG, Polk County

Dear Mr. Jarvis:

On September 28, 2021, we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-331.217, Florida Administrative Code (F.A.C.), to fill approximately 0.014 acres of a jurisdictional floodplain swamp (615 FLUCCS) and approximately 1.087 acres of non-jurisdictional, upland-cut ditches (514 FLUCCS) associated with the construction of an approximately 4,328 linear-foot multi-use trail and sidewalk along the eastside of South Wabash Avenue from Ariana Street to just north of Hickory Street within Winston Creek, a Class III Florida Waterbody. The activities authorized by this permit are located at latitude 28°2'6.2639"N / longitude 81°59'24.5457"W, Lakeland, Florida, 33815, in Sections 22, 23, 26, 27, Township 28 South, Range 23 East in Polk County.

Impacts to approximately 0.014 acres of a jurisdictional floodplain swamp (615 FLUCCS) have been reviewed, considered to have minimal or insignificant individual or cumulative adverse impacts on the water resources of the basin, therefore have been determined to be de minimis in nature. Secondary and temporary impacts authorized by this permit are also considered to have minimal or insignificant individual or cumulative adverse impacts on the water resources of the basin, therefore have been determined to be de minimis in nature. No mitigation is required for secondary or temporary impacts.

Your intent to use a general permit has been reviewed by Department staff for State 404 Program authorization. **Your project qualifies for authorization**. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

State 404 Program Review – Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-331.217, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-331.201, F.A.C., the conditions of Rule 62-331.217, F.A.C. (attached), and any specific conditions, below. Any deviations from these conditions may subject the permittee to enforcement action and possible penalties. Please read each section carefully.

Please be advised that the construction phase of the GP must be completed by December 22, 2025. State 404 Program permits cannot be extended or renewed.

SPECIFIC CONDITIONS

1. Submittals required herein (e.g., progress reports, as-built drawings, etc.) shall include the permittee's name and permit number 0398540-002-SFG and shall be directed by e-mail to SW_ERP_CAP@floridadep.gov with a subject line of "Compliance: permit number 0407153-002-SFG", or by mail to:

   Department of Environmental Protection
   Southwest District
   ATTN: ERP Compliance Assurance
   13051 North Telecom Parkway, Suite 101
   Temple Terrace, FL 33637-0926

2. The structure/work authorized by this permit shall not be placed/conducted on any property, other than that owned by the permittee, without the prior written approval of that property owner.

3. In the event the permittee files for bankruptcy prior to completion of work permitted and required by this permit, the permittee must notify the Department within 30 days of filing. The notification shall identify the bankruptcy court and case number and shall include a copy of the bankruptcy petition.

4. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

5. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

6. Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards (>29 NTU's above background, pursuant to Rule 62-302, F.A.C. Methods may include but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

7. Wetland areas or waterbodies that are outside the specific limits of construction authorized by this permit, must be protected from erosion, sedimentation, siltation, scouring, excess turbidity, and/or dewatering. There shall be no discharge in violation of the water quality standards in Chapter 62-302, F.A.C. Turbidity/erosion controls shall be installed prior to clearing, excavation or placement of fill material, shall be maintained until construction is completed, disturbed areas are stabilized, and turbidity levels have fallen to less than 29 NTU's above background. The turbidity and erosion control devices shall be removed within 14 days once these conditions are met.

8. Areas of exposed soils shall be isolated from wetlands or other surface waters to prevent erosion and deposition of these soils into wetlands or other surface waters during construction and operation of permitted activities.

9. Grass seed, or sod shall be installed and maintained on exposed slopes and disturbed soil areas within 48 hours of completing final grade, and at other times as necessary, to prevent erosion, sedimentation or turbid discharges into waters of the state and/or adjacent wetlands. A vegetative cover that stabilizes and prevents erosion of the fill material shall be established within 60 days of sodding or seeding. Turbidity barriers/erosion control devices shall be removed upon establishment of a substantial vegetative cover.

10. The permittee shall be responsible for ensuring erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until areas disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

11. Staked filter cloth shall be positioned at the edge of the permitted fill slopes adjacent to wetlands to prevent turbid run-off and erosion.

12. All enclosed structures shall be a minimum of one-foot above the base flood elevation or be flood-proofed to be watertight and capable of resisting the effects of the regulatory flood. The flood-proofed design shall take into account flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effect of buoyancy, and impacts from debris. Flood proofing measures should be operable without human intervention and without an outside source of electricity.

13. This permit does not authorize the installation of water, sewer, cable or utility lines within wetlands or waterbodies.

14. The limits of approved wetland impacts shall be clearly flagged or otherwise delineated on site prior to initial clearing or grading activities. The delineation shall endure throughout the construction period and be readily discernible to construction and Department personnel.

15. Unauthorized impacts to wetlands as a result of the authorized construction shall be reported to the Department within 24 hours.

16. Storage or stockpiling of tools and materials (i.e., lumber, pilings, debris) within wetlands or other surface waters is prohibited.

SPECIFIC CONDITIONS – CONSTRUCTION COMPLETION

17. The permittee shall submit one set of signed, dated and sealed as-built drawings to the Department via email at SW_ERP_CAP@dep.state.fl.us for review and approval within 30 days of completion of construction. (Please contact the Department for files that are too large to email for alternative means of submitting electronically.) The as-built drawings shall be based on the Department permitted construction drawings and any pertinent specific conditions, which should be revised to reflect changes made during construction. Both the original design and constructed elevations must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. Surveyed dimensions and elevations required shall be verified and signed, dated and sealed by a Florida registered professional. As-builts shall be submitted to the Department regardless of whether or not deviations are present. In addition, the permittee shall submit the "As-Built Certification and Request for Conversion to Operation Phase" form (Ch. 62- 330.310(1), F.A.C.); as required in General Condition #2(f).
The following information shall be verified on the as-built drawings from the engineering drawings signed and sealed by Bryan A. Anderson, P.E., # LS64617 on September 14, 2021:

Plan View/ Cross Section Name	Sheet Number/s
Plan and Profile	14-21
Wetland and OSW Impacts	110-113

Authority for review – Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, F.A.C.

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing
A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399- 3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62- 110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of
time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399- 3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Shannon Herbon
Permitting Program Administrator
Permitting & Waste Cleanup Programs
Southwest District

Enclosures:
62-331.217,F.A.C.
General Conditions for All General Permits, Ch. 62-331.201, F.A.C.

Attachments:
1. Project drawings, 139 pages
2. Certification of Compliance with State 404 Program General Permit, form 62-331.200(1), 1 page

Copies furnished to:
Bryan Anderson, Burgess and Niple, Inc., bryan.anderson@burgessniple.com
Michael Poniatowski, Burgess and Niple, Inc., mike.poniatowski@burgessniple.com
Lisa Bowers, SWFWMD, lisa.bowers@swfwmd.state.fl.us
Nikki Ross, FDEP, Nikki.A.Ross@floridadep.gov
ERP/State 404 Permitting, FDEP, SW_ERP@floridadep.gov
Shannon Herbon, FDEP, Shannon.Herbon@floridadep.gov

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Anita L. Spencer
Clerk

May 26, 2022
Date

62-331.217 General Permit for Linear Transportation Projects.

(1) This general permit authorizes the following activities:

(a) Activities required for crossings of state-assumed waters associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in state-assumed waters.

1. The activity cannot cause the loss of greater than 1/2-acre of state-assumed waters.

2. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

(b) Temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project.

1. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and fill, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites.

2. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows.

3. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations.

4. The areas affected by temporary fills must be revegetated.

(2) This general permit does not authorize:

(a) Non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

(b) Activities within the Belle Meade South area bounded by I-75 to the north, CR 951 to the west, Miller Canal to the east, and U.S. 41 to the south in Collier County.

(c) Activities within Golden Gate Estates, south of Alligator Alley in Collier County.

(d) Activities within Golden Gate Estates, that together with other activities exceed 0.5 acres of dredging or filling within Golden Gate Estates north of Alligator Alley in Collier County.

(3) The permittee must submit a notice of intent to use this general permit to the agency prior to commencing the activity if:

(a) The loss of state-assumed waters exceeds 1/10-acre.

(b) There is dredging or filling in a special aquatic site, including wetlands.

(c) The project is in the following rivers, creeks, and their tributaries.

1. Escambia River
2. Yellow River
3. Shoal River
4. Choctawhatchee River
5. Chipola River
6. Apalachicola River
7. Ochlockonee River
8. Santa Fe River
9. New River (Bradford and Union County line)
10. Econfina Creek.

(4) For activities that require notice of intent to use this general permit, the notice must include any other general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require authorization but do not require submittal of a notice of intent.

(5) For linear transportation projects crossing a single waterbody more than one time at separate and distant

locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of the general permit authorization.

(6) The Agency shall require mitigation, when necessary, to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.4131, 373.414(9), 373.4145, 373.4146(2), 403.805(1) FS. Law Implemented 373.118, 373.129, 373.136, 373.413, 373.4131, 373.414, 373.4145, 373.4146, 373.416, 373.422, 373.423, 373.429 FS. History–New 12-22-20.

Conditions for General Permits – Rule 62-331.201, F.A.C.

(1) General permits shall be subject to the conditions in subsections (2) and (3), below, and the general conditions for all general permits in Rule 62-330.405, F.A.C., except subsections 62-330.405(7) and (10), F.A.C. The Agency may revise the general conditions in Rule 62-330.405, F.A.C. to include references to applicable rules under this Chapter, as necessary.

(2) When a project requires submittal of a notice of intent to use a general permit, the Agency shall impose specific conditions as necessary to assure that the activities will be conducted in compliance with this Chapter, and in a manner which minimizes adverse impacts upon the physical, chemical, and biological integrity of wetlands or other surface waters, such as mitigation, monitoring, reporting, or recordkeeping requirements and protection measures for listed species or historical resources.

(3) In addition, general permits under this Chapter are subject to the following conditions:

(a) Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing shall be designed and constructed to minimize adverse effects to aquatic life movements.

(b) Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

(c) Migratory Bird Breeding Areas. Activities in state-assumed waters that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

(d) Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by general permits in Rule 62-331.211 or 62-331.244, F.A.C., or is a shellfish seeding or habitat restoration activity authorized by the general permit in Rule 62-331.225, F.A.C.

(e) Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or fill must be free from toxic pollutants in toxic amounts as listed in section 307 of the CWA, which is incorporated by reference in subparagraph 62-331.053(3)(a)3., F.A.C., or state law.

(f) Water Supply Intakes. No activity may occur within 1000 feet of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

(g) Fills Within 100-year Floodplains. The activity shall comply with applicable FEMA-approved state or local floodplain management requirements.

(h) Single and Complete Project. The activity must be a single and complete project. The same general permit cannot be used more than once for the same single and complete project unless otherwise stated within the general permit. (See 404 Handbook, section 3.2.1).

(i) Wild and Scenic Rivers. No general permit activity may occur in a component of the National Wild and Scenic Rivers System, or in a river officially designated by Congress as a study river for possible inclusion in the System while the river is in an official study status, unless the appropriate federal agency with direct management responsibility for such river has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(j) Tribal Rights. No general permit activity may cause more than minimal adverse effects on tribal rights (including treaty rights, settlement rights, or rights reserved under state or federal law), protected tribal resources (including cultural or burial resources off reservation), tribal waters, or to tribal lands.

(k) Listed species. No activity is authorized under any general permit which is likely to directly or indirectly jeopardize the continued existence of an endangered or threatened species or a species proposed for such designation, or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any general permit which may affect a listed species or critical habitat, unless the Agency has consulted with, or been provided technical assistance by the Florida Fish & Wildlife Conservation Commission, the U.S. Fish & Wildlife Service, and the National Marine Fisheries Service under their respective authorities and appropriate measures to address the effects of the proposed activity have been implemented or are required as a specific condition to the general permit.

(l) Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act, 16 U.S.C. §§ 703 – 712 (2018), incorporated by reference herein (https://www.flrules.org/Gateway/reference.asp?No=Ref-12068), and the Bald and Golden Eagle Protection Act, 16 U.S.C. §§ 668 – 668(d) (2018), incorporated by reference herein (https://www.flrules.org/Gateway/reference.asp?No=Ref-12069). The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether incidental take permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

(m) Historic Properties. In cases where the Agency determines, based on information from SHPO, that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized until a determination of "no effect" or "no adverse effect" is provided by SHPO.

(n) Manatees. In waters that are accessible to manatees, the permittee shall follow the "Standard Manatee Conditions for In-Water Work (2011)", incorporated by reference herein (https://www.flrules.org/Gateway/reference.asp?No=Ref-12070).

(o) Sea turtles, smalltooth sawfish, Gulf sturgeon, or shortnose sturgeon. In waters that are accessible to these species, the permittee shall follow the "Sea Turtle and Smalltooth Sawfish Construction Conditions" (March 23, 2006), incorporated by reference herein (https://www.flrules.org/Gateway/reference.asp?No=Ref-12071).

(p) Use of Multiple General Permits. The use of more than one general permit under this Chapter for a single and complete project is prohibited, except when specified within a specific general permit, or when

the acreage loss of state-assumed waters authorized by the general permits does not exceed the acreage limit of the general permit with the highest specified acreage limit.

(q) Transfer of General Permit Verifications. If the permittee sells the property associated with the general permit verification, the permittee shall transfer the general permit verification to the new owner by submitting a completed Form 62-331.100(1) – "Transfer of State 404 Program General Permit Verification" (effective date), incorporated by reference in subsection 62-331.100(2), F.A.C., within 30 days of the sale, to the Agency that processed the original notice.

(r) Compliance Certification. Each permittee who receives a general permit verification letter under this Chapter must submit a completed Form 62-331.200(1) – "Certification of Compliance with a State 404 Program General Permit" (effective date), incorporated by reference in subsection 62-331.200(4), F.A.C., within 30 days of completion of the authorized activity, or the implementation of any required compensatory mitigation, whichever is later.

(s) Activities Affecting Structures or Work Built by the United States. If an activity also requires permission from the Corps pursuant to 33 U.S.C. § 408 because it will alter or temporarily or permanently occupy or use a Corps federally authorized Civil Works project, the prospective permittee is responsible for obtaining such permission separately from the Corps prior to commencing activities authorized by the general permit.

(t) If during the ground disturbing activities and construction work within the permit area, there are archaeological or cultural materials encountered which were not the subject of a previous cultural resources assessment survey or to which such impacts were not anticipated, including but not limited to pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement; the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Agency within the same business day. The Agency shall then notify the State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) or tribe when the interested tribe does not have a THPO, to assess the significance of the discovery and devise appropriate actions.

(u) Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries or effects to historic properties as referenced in accordance with condition (t), above, and if deemed necessary by the SHPO, or THPO(s), Tribes, or Agency. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Agency may modify, suspend, or revoke the permit in accordance with Rule 62-331.080, F.A.C. Such activity shall not resume without written authorization from the SHPO and THPO(s), or tribe when the interested tribe does not have a THPO, concerning potential effects to cultural resources or historic properties for finds under their jurisdiction, and from the Agency.

(v) In the event that unmarked human remains are identified, they shall be treated in accordance with Section 872.05, F.S. All work and ground-disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Agency, and State Archaeologist within the same business day. The Agency shall then notify the appropriate SHPO and THPO(s) and appropriate tribes and other appropriate consulting parties. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Agency may modify, suspend, or revoke the permit in accordance with Rule 62-331.080, F.A.C. Such activity shall not resume without written authorization from the medical examiner, State Archaeologist, and from the Agency. Additionally, if the unmarked remains were identified on federal lands, or lands where the Archaeological Resources Protection Act, 16 U.S.C. §§ 470aa – 470mm (2018), incorporated by reference herein (https://www.flrules.org/Gateway/reference.asp?No=Ref-12072), or the Native American Graves Protection Repatriation 25 U.S.C. §§ 3001-3013 (2018), incorporated by reference herein

(https://www.flrules.org/Gateway/reference.asp?No=Ref-12073), applies, such activity shall not resume without written authorization from the SHPO, the appropriate THPO(s), and the federal land manager.

(w) Noncompliance. The permittee shall timely notify the Agency of any expected or known actual noncompliance.

(x) Inspection and entry. The permittee shall allow the Agency, upon presentation of proper identification, at reasonable times to:
1. Enter upon the permittee's premises where a regulated activity is located or where records must be kept under the conditions of the permit,
2. Have access to and copy any records that must be kept under the conditions of the permit,
3. Inspect operations regulated or required under the permit, and
4. Sample or monitor, for the purposes of assuring permit compliance or as otherwise authorized by the Act, any substances or parameters at any location.

(y) The permittee shall comply with all conditions of the permit, even if that requires halting or reducing the permitted activity to maintain compliance. Any permit violation constitutes a violation of Part IV of Chapter 373, F.S., and this Chapter, as well as a violation of the CWA.

(z) The permittee shall take all reasonable steps to prevent any unauthorized dredging or filling in violation of this permit.

(aa) Upon Agency request, the permittee shall provide information necessary to determine compliance status, or whether cause exists for permit modification, revocation, or termination.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.4131, 373.414(9), 373.4145, 373.4146(2), 403.805(1) FS. Law Implemented 373.118, 373.129, 373.136, 373.413, 373.4131, 373.414, 373.4145, 373.4146, 373.416, 373.422, 373.423, 373.429 FS. History – New 12.22.2020.

62-330.405 General Conditions for All General Permits.

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S

(2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the “take” of listed species).

(3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow

the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.

(7) Not applicable.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

(10) Not applicable.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at https://www.flrules.org/Gateway/reference.asp?No=Ref-04227, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

(a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;

(b) The maximum width of the construction access area shall be limited to 15 feet;

(c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and

(d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in the general permit, activities must not:

(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or

(b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at “Idle Speed/No Wake” at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922

and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History–New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

POLK COUNTY

CONTRACT PLANS COMPONENTS

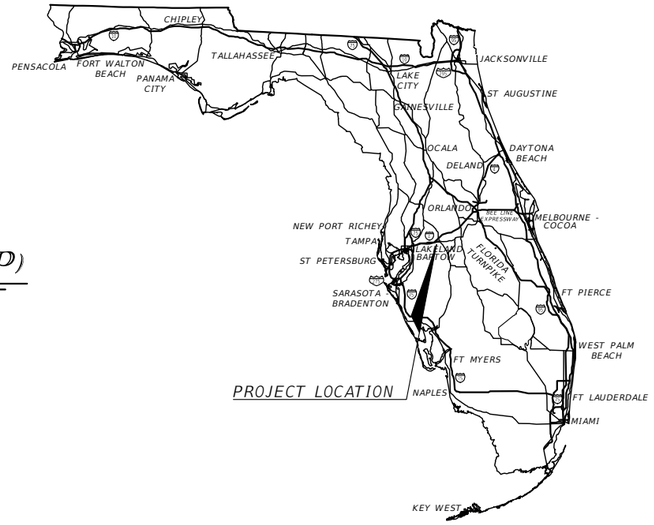
ROADWAY PLANS

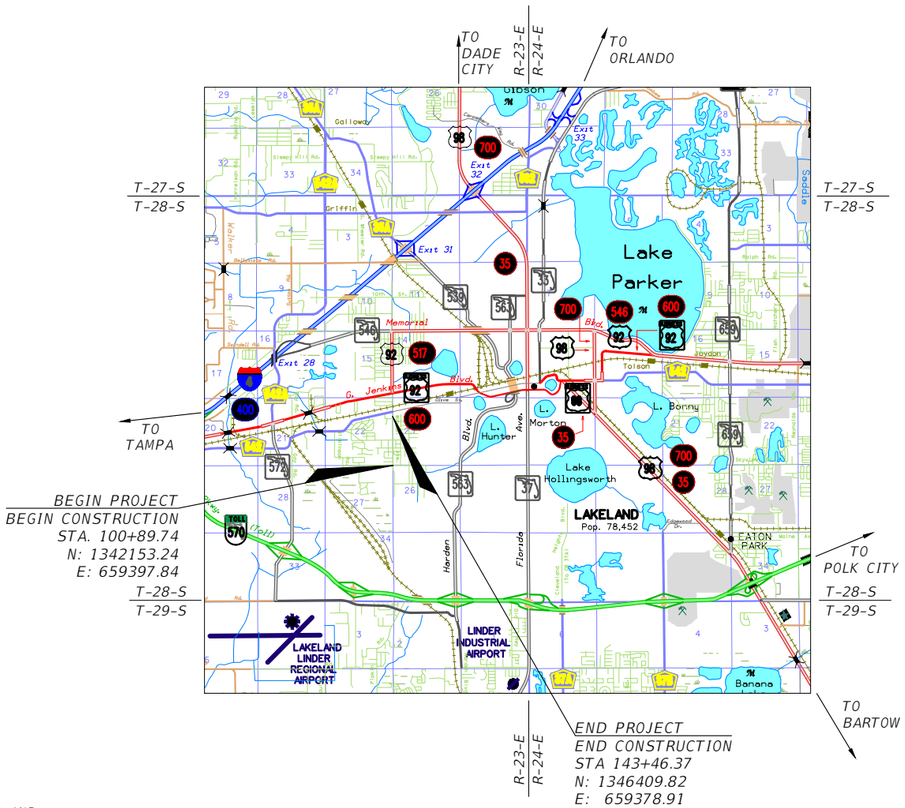
POLK COUNTY
ROADS AND DRAINAGE DIVISION

3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

WABASH AVENUE MULTI-USE PATH
FROM ARIANA STREET TO HICKORY STREET (LAP)

FINANCIAL PROJECT I.D. NO. 441847-1-58-01
POLK COUNTY PROJECT NO. CSA 2020-029
(FEDERAL FUNDS)





INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
1A	NOTES TO REVIEWERS
2	SIGNATURE SHEET
3-4	DRAINAGE MAP
5	SUMMARY OF EXISTING DRAINAGE STRUCTURES
6-8	TYPICAL SECTIONS
9	TYPICAL SECTION DETAILS
10-12	SUMMARY OF DRAINAGE STRUCTURES
13	GENERAL NOTES
14-21	PLAN AND PROFILE
22	SPECIAL DETAIL SHEET DRIVEWAY LOCATION
23	SPECIAL PROFILE
24-29	INTERSECTION DETAILS
30-48	DRAINAGE STRUCTURES
49	ROADWAY SOIL SURVEY
50-93	CROSS SECTIONS
94-103	DRIVEWAY HALF SECTIONS
104-107	EROSION CONTROL PLAN
108-109	STORMWATER POLLUTION PREVENTION PLAN
110-113	WETLAND AND OSW IMPACTS
114-115	TEMPORARY TRAFFIC CONTROL PLAN
116-123	UTILITY ADJUSTMENTS
124-131	SIGNING AND PAVEMENT MARKING PLAN
132	SIGNALIZATION GENERAL NOTES
133	SIGNALIZATION PLAN
134-137	LIGHTING PLANS
138-140	C.I.P. CANTILEVER RETAINING WALL CONTROL DRAWINGS
141	C.I.P. CANTILEVER RETAINING WALL DATA TABLES
142-143	C.I.P. CANTILEVER RETAINING WALL DETAILS
144	SUMMARY OF PAY ITEMS

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

ROADWAY PLANS ENGINEER OF RECORD:

BRYAN A. ANDERSON, P.E. NO.: 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY
SUITE 201
TAMPA, FLORIDA 33618
(813) 962-8689
VENDOR NO.: 56-2565488

POLK COUNTY PROJECT MANAGER:

WILLIAM "BILL" LORENZO, P.E.

GOVERNING STANDARD PLANS:
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2021-22 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRs).

STANDARD PLANS FOR ROAD CONSTRUCTION AND ASSOCIATED IRs ARE AVAILABLE AT THE FOLLOWING WEBSITE: http://www.fdot.gov/design/standardplans

APPLICABLE IRs:

STANDARD PLANS FOR BRIDGE CONSTRUCTION ARE INCLUDED IN THE STRUCTURES PLANS COMPONENT.

GOVERNING STANDARD SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2021 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

FISCAL YEAR	SHEET NO.
2022	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NOTES TO REVIEWERS:

1. WORK ALONG WABASH AVENUE ASSOCIATED WITH FPID NO. 438266-1-58-01 IS CURRENTLY UNDER CONSTRUCTION AND WILL BE COMPLETED BEFORE CONSTRUCTION BEGINS ON THIS PROJECT.

2. PROPOSED GRADING WORK OUTSIDE OF WABASH AVENUE RIGHT-OF-WAY AT THE JESSE KEEN ELEMENTARY SCHOOL IS BEING COORDINATED WITH THE POLK COUNTY SCHOOL BOARD THROUGH A RIGHT-OF-ENTRY.

3. THE TRIPLE CROSS DRAIN LOCATED AT STATION 135+55 IS SHOWN IN THE SURVEY AS A TRIPLE 42" RCP. FIELD VERIFICATION HAS IDENTIFIED THIS CROSS DRAIN AS A TRIPLE 48" RCP. WE ARE CURRENTLY WORKING WITH THE SURVEYOR TO UPDATE THE TOPO FILE FOR THE PHASE III SUBMITTAL.

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

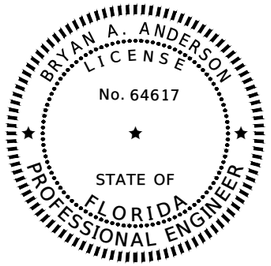
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

NOTES TO REVIEWERS

SHEET NO. 1A



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

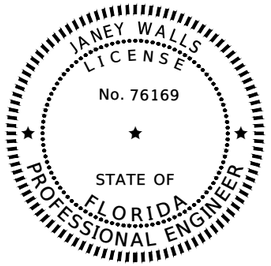
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618
CERTIFICATE OF AUTHORIZATION NO.: 8230
BRYAN A. ANDERSON P.E. NO. 64617

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
1A	NOTES TO REVIEWERS
2	SIGNATURE SHEET
3-4	DRAINAGE MAP
5	SUMMARY OF EXISTING DRAINAGE STRUCTURES
6-8	TYPICAL SECTIONS
9	TYPICAL SECTION DETAILS
10-12	SUMMARY OF DRAINAGE STRUCTURES
13	GENERAL NOTES
14-21	PLAN AND PROFILE
22	SPECIAL DETAIL SHEET DRIVEWAY LOCATION
23	SPECIAL PROFILE
24-29	INTERSECTION DETAILS
30-48	DRAINAGE STRUCTURES
50-93	CROSS SECTIONS
94-103	DRIVEWAY HALF SECTIONS
104-107	EROSION CONTROL PLAN
108-109	STORMWATER POLLUTION PREVENTION PLAN
110-113	WETLAND AND OSW IMPACTS
114-115	TEMPORARY TRAFFIC CONTROL PLAN
116-123	UTILITY ADJUSTMENTS
144	SUMMARY OF PAY ITEMS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618
CERTIFICATE OF AUTHORIZATION NO.: 8230
JANEY WALLS P.E. NO. 76169

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

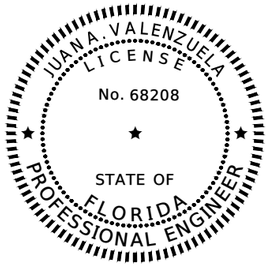
ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
124-131	SIGNING AND PAVEMENT MARKING PLAN
132	SIGNALIZATION GENERAL NOTES
133	SIGNALIZATION PLAN
134-137	LIGHTING PLANS

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

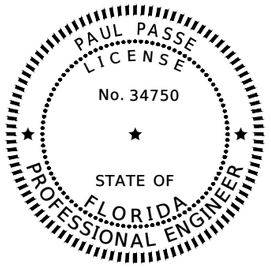
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

FLORIDA BRIDGE AND TRANSPORTATION, INC.
633 DARTMOUTH STREET
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION NO.: 26379
JUAN A. VALENZUELA, P.E. NO. 68208

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
138-140	C.I.P. CANTILEVER RETAINING WALL CONTROL DRAWINGS
141	C.I.P. CANTILEVER RETAINING WALL DATA TABLES
142-143	C.I.P. CANTILEVER RETAINING WALL DETAILS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MADRID ENGINEERING GROUP, INC.
2030 STATE ROAD 60 EAST
BARTOW, FLORIDA 33830
CERTIFICATE OF AUTHORIZATION NO.: 6509
PAUL PASSE, P.E. NO. 34750

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
49	ROADWAY SOIL SURVEY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

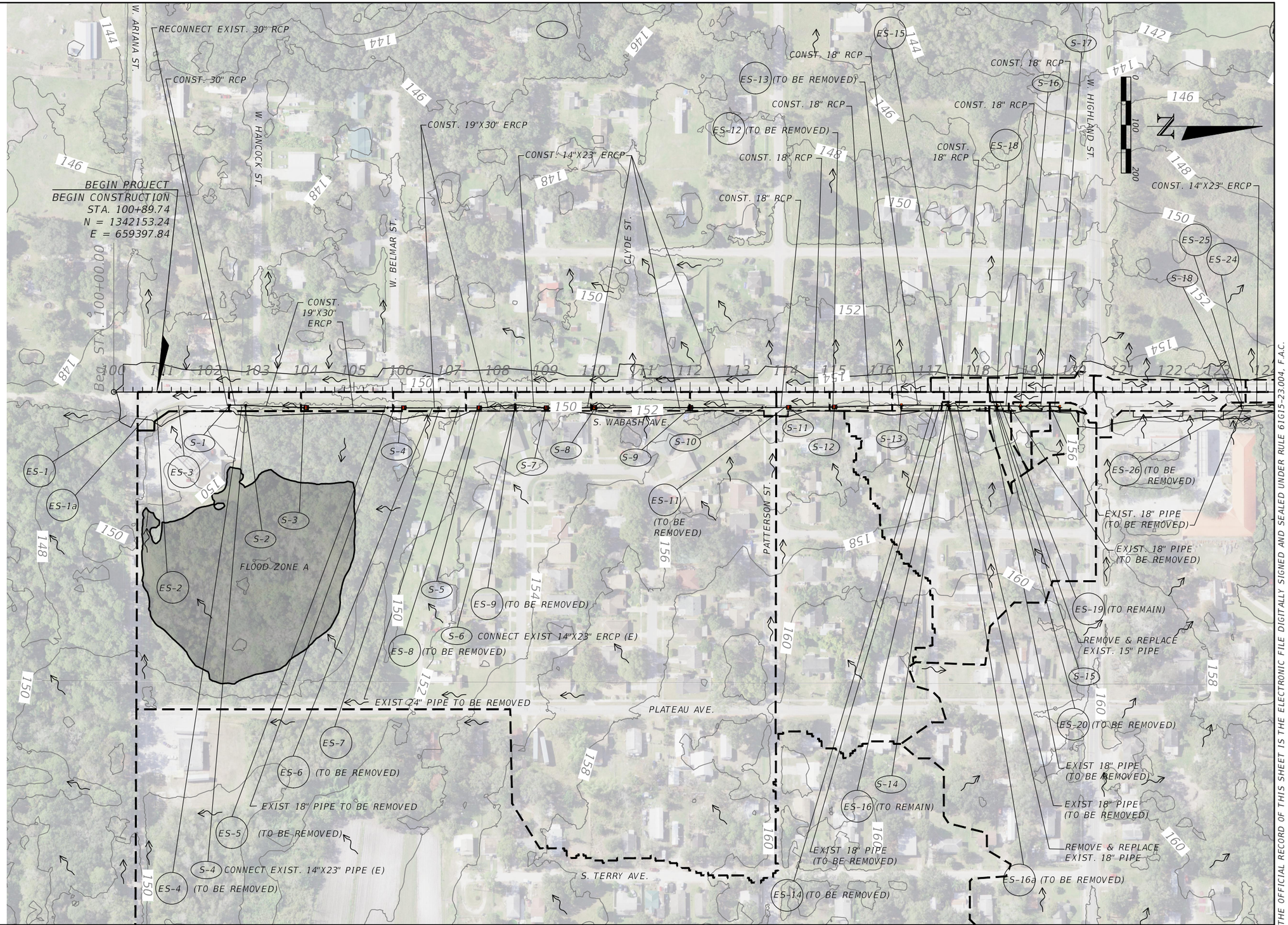
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNATURE SHEET

SHEET NO. 2

BASIN		AREA (AC)
ES	2	0.22
S	2	0.14
S	3	0.17
S	4	0.14
S	5	0.09
S	7	0.14
S	8	0.18
S	9	0.18
S	11	0.10
S	12	0.12
S	13	0.09
ES	15	0.08
ES	16	0.08
S	14	0.02
ES	18	0.16
ES	19	0.18
S	15	0.15
S	16	0.15
S	17	0.19
ES	24	0.19
ES	25	0.33
ES	28	0.11
S	19	0.23
S	20	0.10
ES	35	0.13
S	23	0.10
S	26	0.12
S	30	0.15
S	34	0.12
S	36	0.07
S	38	0.05
ES	47	0.05
S	40	0.11
S	41	0.28
S	43	0.29

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

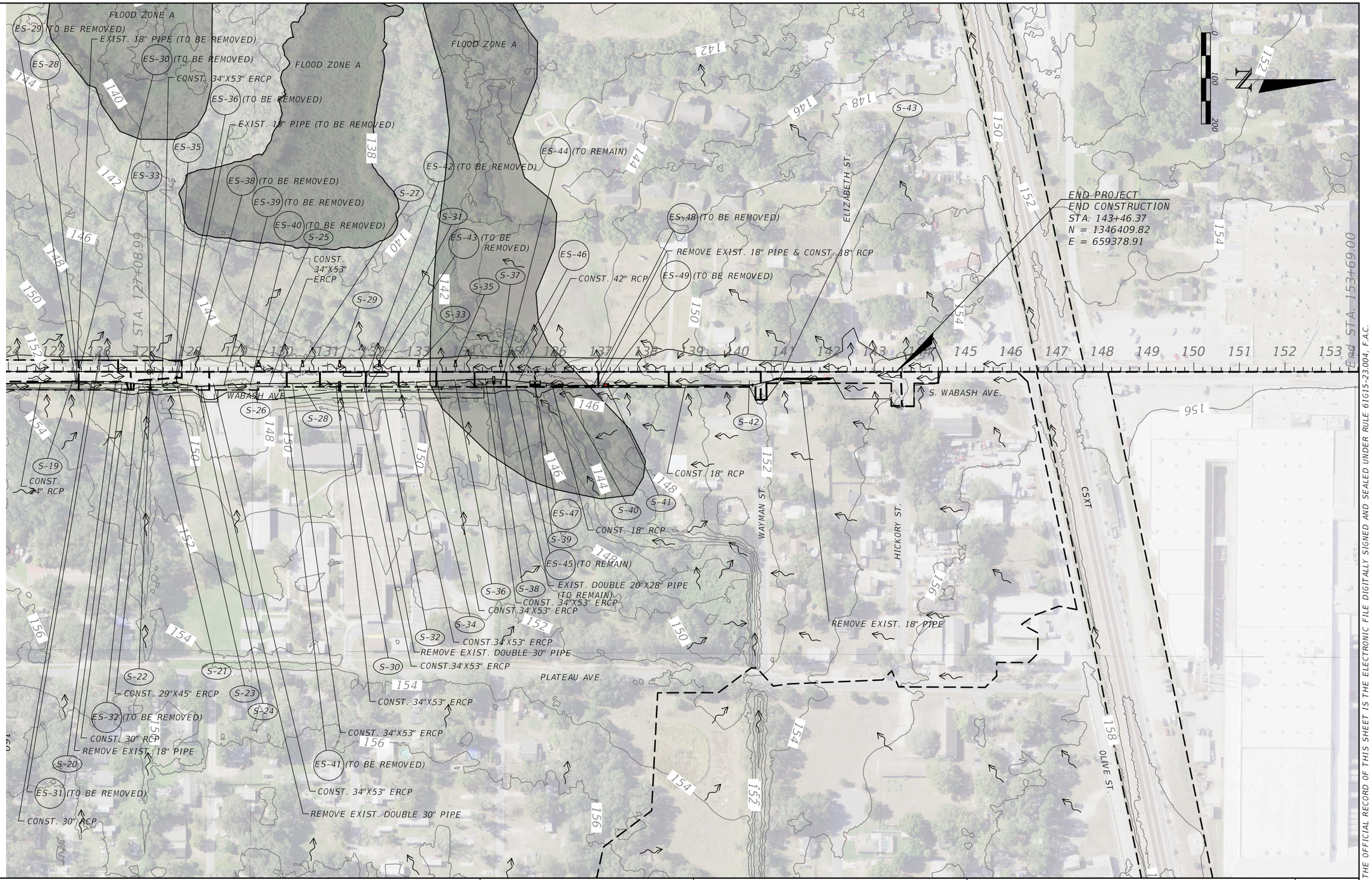
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE MAP (1)

SHEET NO. 3



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
			RECEIVED September 28, 2021 **DIVISION OF WATER RESOURCE MANAGEMENT**

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE MAP (2)

SHEET NO. 4

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 9/14/2021 7:51:45 PM P:\PR58964\44184715201\Drainage\DRMPRD02.dwg

ES-1 CONCRETE HEADWALL
30" RCP INV. EL. 145.44' (S)

ES-1a MANHOLE
RIM EL. 149.93' (150.26'*)
BOTTOM OF STRUCTURE EL. 144.52'

ES-2 TYPE E DBI
GRATE EL. 148.55'*
30" RCP INV. EL. 144.69' (N)*
30" RCP INV. EL. 144.89' (S)*

ES-3 MANHOLE
RIM EL. 150.38'
30" RCP INV. EL. 145.03' (N)
30" RCP INV. EL. 145.04' (S)*
STRUCTURE BOTTOM EL. 145.00'

ES-4 MES
INV. EL. 146.19' (N)

ES-4a END OF PIPE
14"X22" RCP INV. EL. 146.49' (W)

ES-5 MES
18" CMP INV. EL. 147.68' (S)

ES-6 MES
18" CMP INV. EL. 148.10' (N)

ES-7 MES
24" CMP INV. EL. 148.00' (S)

ES-8 ENDWALL
24" CMP INV. EL. 148.55' (N)

ES-9 MES
18"X24" CMP INV EL. 148.67' (E)

ES-10 END OF PIPE
18" CMP INV EL. 150.88' (S)

ES-11 DBI
GRATE EL. 153.34'
18" CMP INV EL. 150.82' (N)
18" CMP INV EL. 150.79' (S)

ES-12 DBI
GRATE EL. 154.63'
18" CMP INV EL. 151.47' (N)
18" CMP INV EL. 150.50' (S)

ES-13 DBI
GRATE EL. 154.03'
18" CMP INV EL. 151.71' (N)
18" CMP INV EL. 150.75' (S)

ES-14 DBI
GRATE EL. 154.59'
18" CMP INV EL. 152.33' (N)
18" CMP INV EL. 152.31' (S)

ES-15 CURB INLET
GRATE EL. 154.80'
STRUCTURE BOTTOM EL. 151.42'
15" RCP INV. EL. UNKNOWN (E)

ES-16 CURB INLET
GRATE EL. 154.57'
STRUCTURE BOTTOM EL. 151.09'
18" RCP INV. EL. UNKNOWN (E)
15" RCP INV. EL. UNKNOWN (W)

ES-16a DBI
GRATE EL. 154.96'
STRUCTURE BOTTOM EL. 151.09'
18" CMP INV EL. 152.22' (N)
18" CMP INV EL. 152.24' (S)
18" RCP INV EL. 150.79' (W)

ES-16b END OF PIPE
18" CMP INV EL. 152.60' (N)

ES-17 END OF PIPE
18" CMP INV EL. 152.66' (S)

ES-18 CURB INLET
GRATE EL. 155.26'
STRUCTURE BOTTOM EL. 151.93'
15" RCP INV. EL. 152.29' (E)

ES-19 CURB INLET
GRATE EL. 155.32'
STRUCTURE BOTTOM EL. 151.55'
15" RCP INV. EL. 150.96' (E)
15" RCP INV. EL. 151.78' (W)

ES-20 DBI
GRATE EL. 155.17'
STRUCTURE BOTTOM EL. 150.80'
18" CMP INV EL. 152.54' (N)
18" CMP INV EL. 152.58' (S)
15" RCP INV EL. 151.75' (W)

ES-21 END OF PIPE
18" CMP INV. EL. 152.77 (N)

ES-22 END OF PIPE
18" CMP INV. EL. 153.07' (S)

ES-23 END OF PIPE
18" CMP INV. EL. 153.09' (N)

ES-24 CURB INLET
GRATE EL. 154.49'
15" RCP INV. EL. 150.66' (E)

ES-25 CURB INLET
GRATE EL. 154.47'
18" RCP INV. EL. 150.96' (E)
15" RCP INV. EL. 150.44' (W)

ES-26 MANHOLE
RIM EL. 154.97'
18" RCP INV. EL. UNKNOWN' (N)
18" RCP INV. EL. 151.53' (S)
18" RCP INV. EL. UNKNOWN (E)
18" RCP INV. EL. UNKNOWN (W)
STRUCTURE BOTTOM EL. 150.69'

ES-27 END OF PIPE
18" RCP INV. EL. 150.81' (N)

ES-28 CURB INLET
GRATE EL. 151.23'
PIPE SIZE/MATL UNKNOWN INV. EL. UNKNOWN (E)
STRUCTURE BOTTOM EL. 147.43'

ES-29 CURB INLET
GRATE EL. 151.07'
PIPE SIZE/MATL UNKNOWN INV. EL. UNKNOWN (E)
PIPE SIZE/MATL UNKNOWN INV. EL. UNKNOWN (W)
STRUCTURE BOTTOM EL. 147.42'

ES-30 MES
18" RCP INV. EL. 148.21' (E)

ES-31 MES
18" CMP INV. EL. 147.62' (S)

ES-32 MES
18" CMP INV. EL. 146.73' (N)

ES-33 CONCRETE ENDWALL
36" RCP INV. EL. 143.94' (W)

ES-34 CONCRETE ENDWALL
36" RCP INV. EL. 143.30' (E)

ES-35 CURB INLET
GRATE EL. 148.00'
15" RCP INV. EL. 145.11' (E)

ES-36 CURB INLET
GRATE EL. 148.00'
15" RCP INV EL. 145.05' (W)
15" RCP INV. EL. UNKNOWN (E)
STRUCTURE BOTTOM EL. 144.85'

ES-37 MES
15" RCP INV. EL. 144.90' (E)

ES-38 MES
DOUBLE 30" HDPE
WEST 30" HDPE INV. EL. 144.75' (S)
EAST 30" HDPE INV. EL. 144.71' (S)

ES-39 MES
DOUBLE 30" HDPE
WEST 30" HDPE INV. EL. 144.50' (N)
EAST 30" HDPE INV. EL. 144.62' (N)

ES-40 MES
DOUBLE 30" HDPE
WEST 30" HDPE INV. EL. 143.86' (S)
EAST 30" HDPE INV. EL. 143.75' (S)

ES-41 MES
DOUBLE 30" HDPE
WEST 30" HDPE INV. EL. 143.49' (N)
EAST 30" HDPE INV. EL. 143.49' (N)

ES-42 ENDWALL
DOUBLE 30" CMP
WEST 30" CMP INV. EL. 143.26' (S)
EAST 30" CMP INV. EL. 143.20' (S)

ES-43 ENDWALL
DOUBLE 30" CMP
WEST 30" CMP INV. EL. 143.42' (N)
EAST 30" CMP INV. EL. 143.14' (N)

ES-44 MES
DOUBLE 20"X28" ARCH CMP
WEST 20"X28" ARCH CMP INV. EL. 142.22' (S)
EAST 20"X28" ARCH CMP INV. EL. 143.21' (S)

ES-45 MES
DOUBLE 20"X28" CMP
WEST 20"X28" CMP INV. EL. 142.12' (N)
EAST 20"X28" CMP INV. EL. 142.12' (N)

ES-46 SHEET PILE WALL
TRIPLE 48" RCP
SOUTH 48" RCP INV. EL. UNKNOWN (W)
CENTER 48" RCP INV. EL UNKNOWN (W)
NORTH 48" RCP INV. EL. UNKNOWN (W)

ES-47 CONCRETE HEADWALL
TRIPLE 48" RCP
SOUTH 48" RCP INV. EL. 140.64' (E)
CENTER 48" RCP INV. EL 140.51' (E)
NORTH 48" RCP INV. EL. 140.78' (E)

ES-48 END OF PIPE
18" CMP INV EL. 144.96' (S)

ES-49 END OF PIPE
18" CMP INV EL. 145.06' (N)

ES-50 END OF PIPE
15"X21" CMP INV. EL. 149.97' (S)

ES-51 END OF PIPE
15"X21" CMP INV. EL. 151.90' (N)

ES-52 END OF PIPE
15"X21" CMP INV. EL. 151.78' (S)

ES-53 END OF PIPE
15"X21" CMP INV. EL. 151.87' (N)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

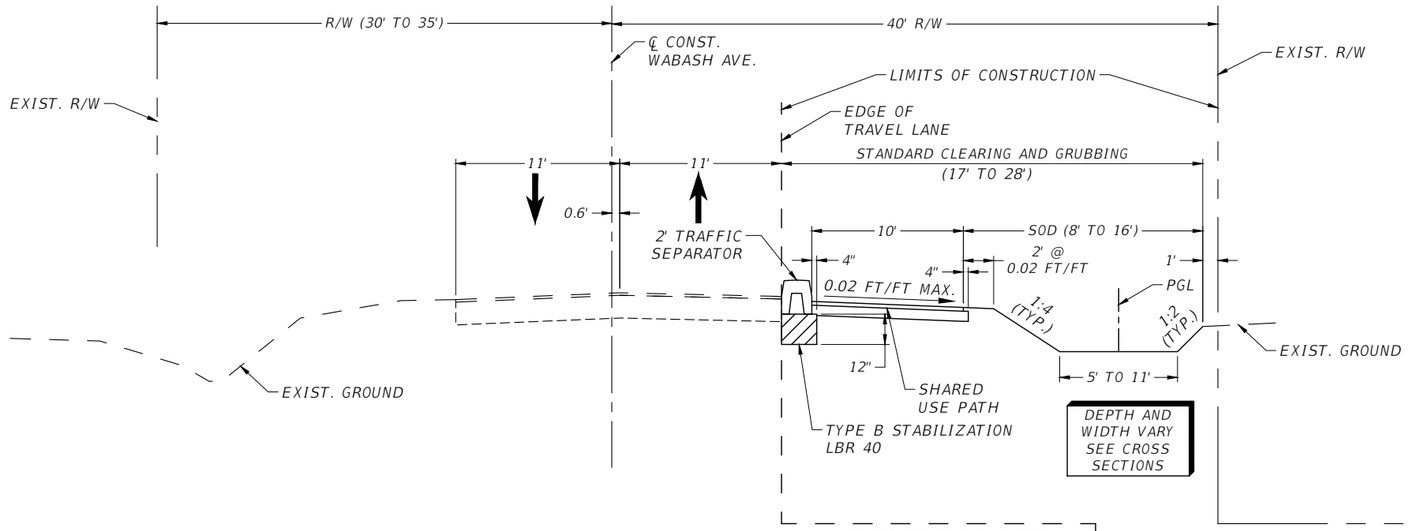
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SUMMARY OF EXISTING DRAINAGE STRUCTURES

SHEET NO. 5



TYPICAL SECTION 1

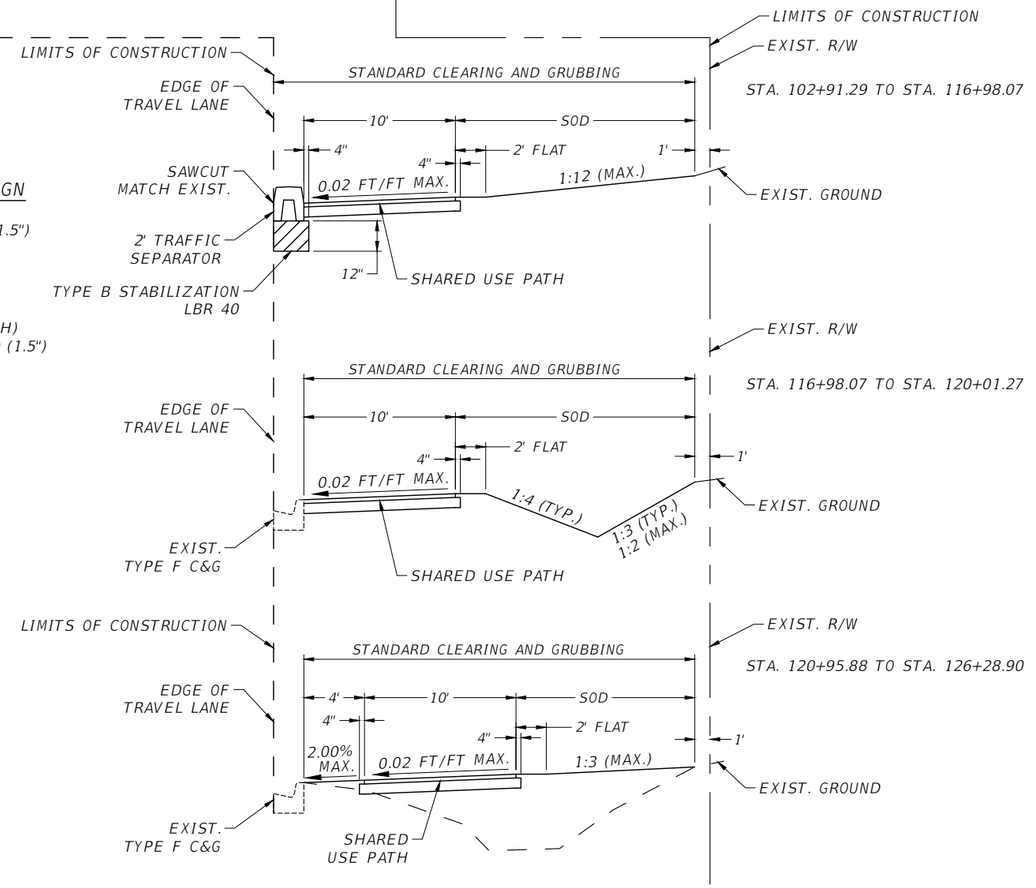
WABASH AVENUE
N.T.S.
STA. 100+89.74 TO STA. 126+28.90

SHARED USE PATH PAVEMENT DESIGN

OPTIONAL BASE GROUP 01 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1.5")

MAINLINE MILLING & RESURFACING

MILL EXISTING ASPHALT PAVEMENT (1.5" DEPTH)
FRICTION COURSE FC-12.5 (PG. 76-22) (TRAFFIC C) (1.5")



RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT

TRAFFIC DATA

S. WABASH AVENUE
CURRENT YEAR = 2018
AADT = 3700
K = 9.0% D = 54.5% T = 12.9%
DESIGN SPEED = 40 MPH
POSTED SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

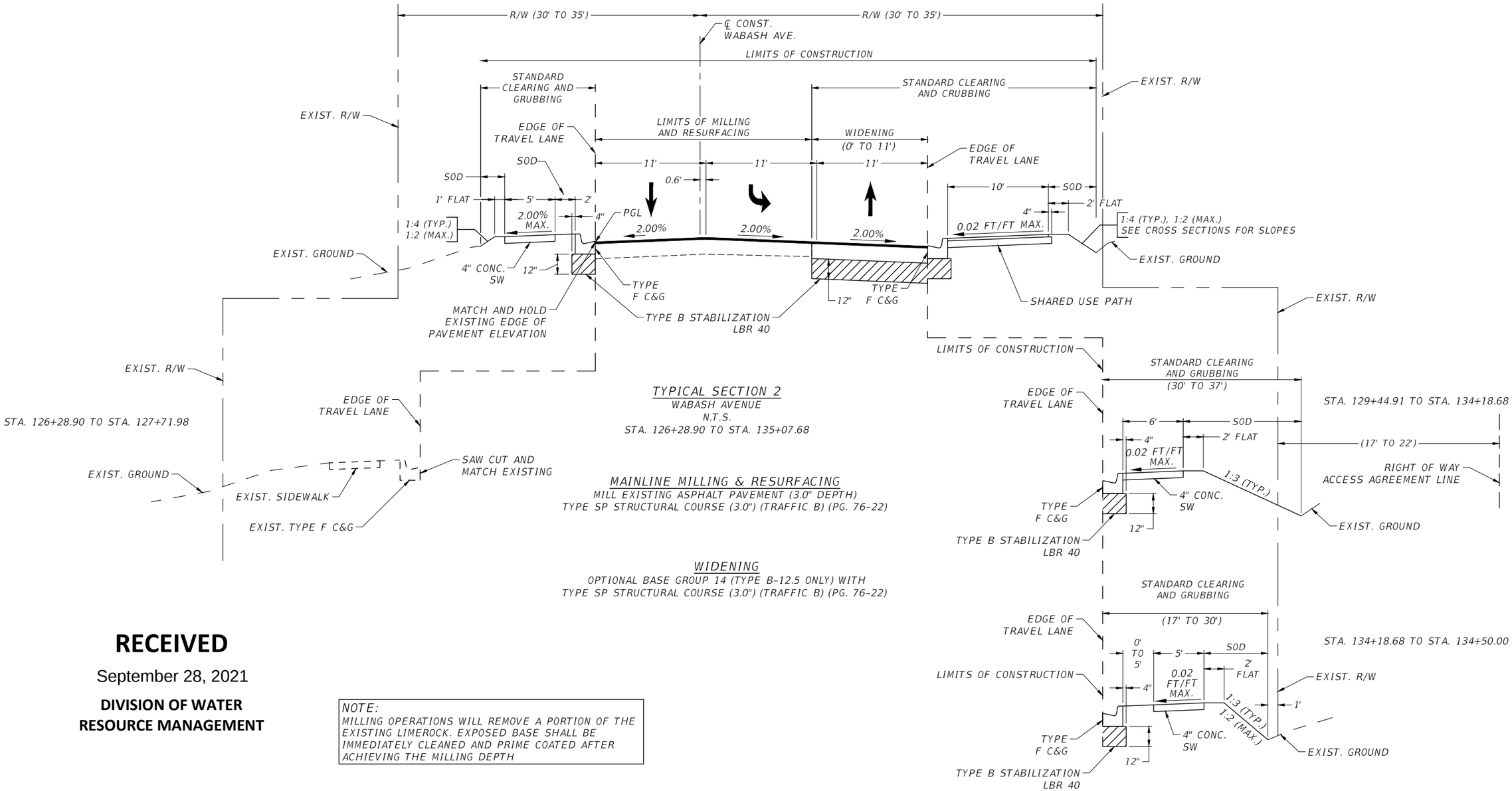
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

TYPICAL SECTIONS (1)

SHEET NO. 6

James Greene 9/14/2021 7:52:20 PM P:\PR58964\44184715201\Roadway\TYPSRD01.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



TYPICAL SECTION 2

WABASH AVENUE
N.T.S.
STA. 126+28.90 TO STA. 135+07.68

MAINLINE MILLING & RESURFACING

MILL EXISTING ASPHALT PAVEMENT (3.0" DEPTH)
TYPE SP STRUCTURAL COURSE (3.0") (TRAFFIC B) (PG. 76-22)

WIDENING

OPTIONAL BASE GROUP 14 (TYPE B-12.5 ONLY) WITH
TYPE SP STRUCTURAL COURSE (3.0") (TRAFFIC B) (PG. 76-22)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

NOTE:
MILLING OPERATIONS WILL REMOVE A PORTION OF THE EXISTING LIMEROCK. EXPOSED BASE SHALL BE IMMEDIATELY CLEANED AND PRIME COATED AFTER ACHIEVING THE MILLING DEPTH

TRAFFIC DATA

S. WABASH AVENUE
CURRENT YEAR = 2018
AADT = 3000
K = 9.0% D = 54.5% T = 12.9%
DESIGN SPEED = 40 MPH
POSTED SPEED = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

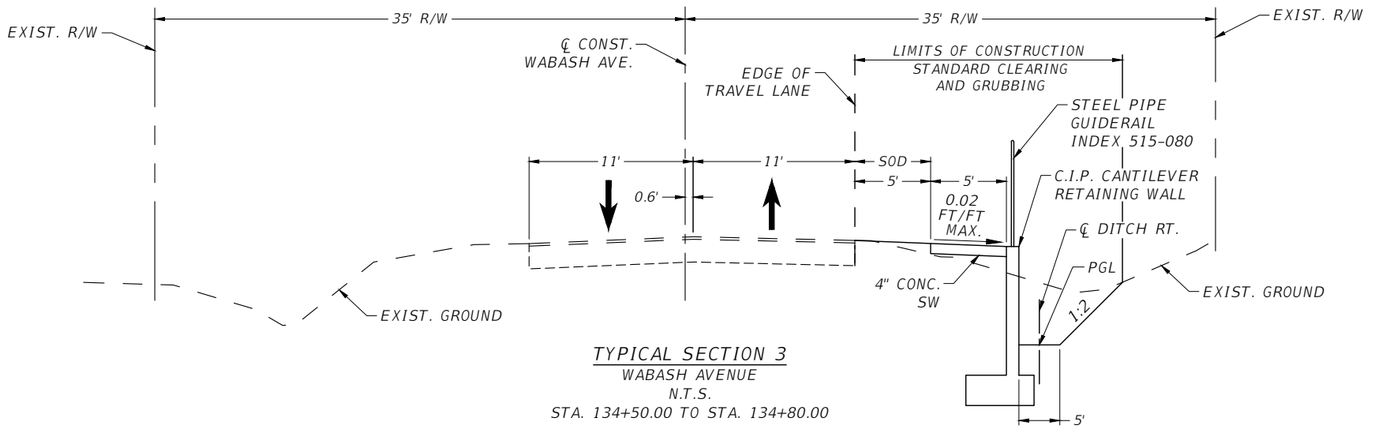
TYPICAL SECTIONS (2)

SHEET NO. 7

James Greene 9/14/2021 7:52:22 PM

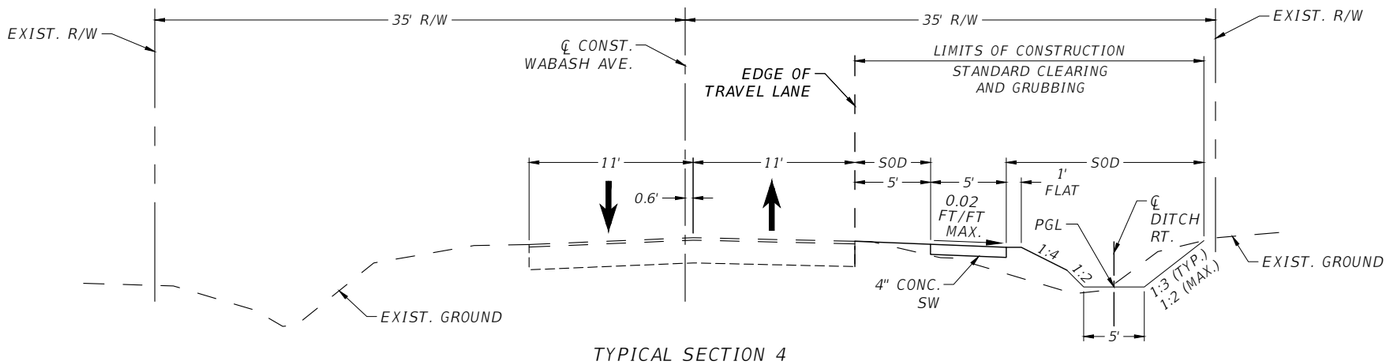
P:\PR58964\44184715201\Roadway\TYPSRD01.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



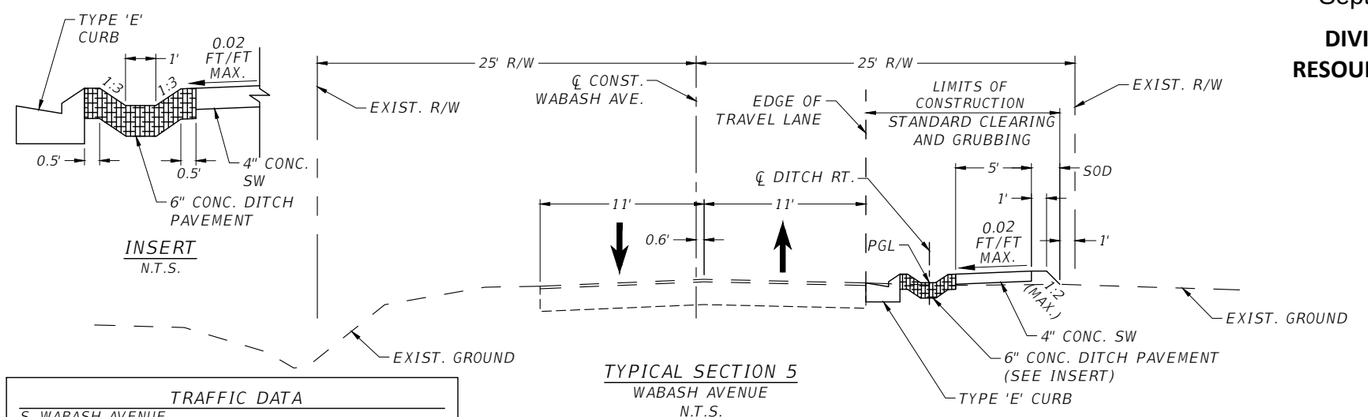
TYPICAL SECTION 3

WABASH AVENUE
N.T.S.
STA. 134+50.00 TO STA. 134+80.00



TYPICAL SECTION 4

WABASH AVENUE
N.T.S.
STA. 134+80.00 TO STA. 140+40.59



INSERT

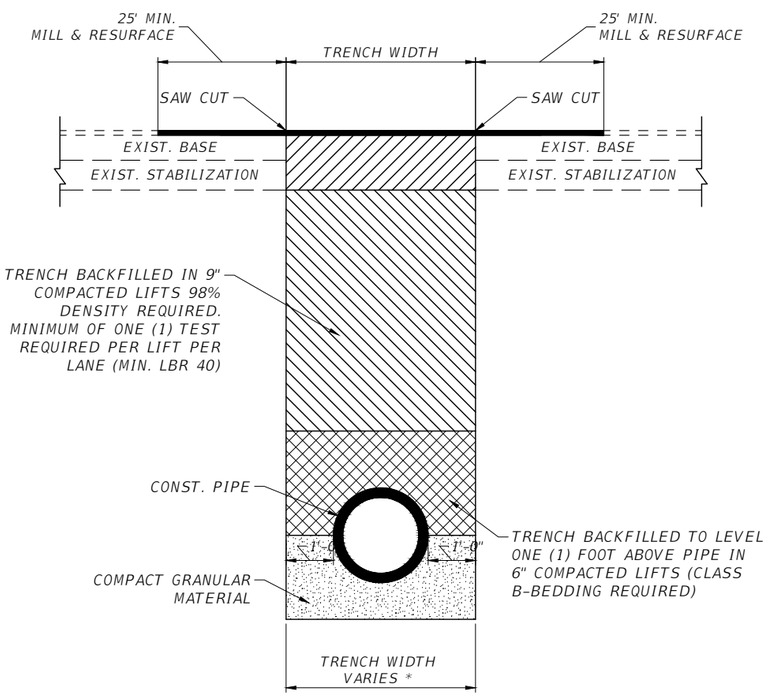
N.T.S.

TYPICAL SECTION 5

WABASH AVENUE
N.T.S.
STA. 140+67.22 TO STA. 142+00.00

TRAFFIC DATA

S. WABASH AVENUE
CURRENT YEAR = 2018
AADT = 3700
K = 9.0% D = 54.5% T = 12.9%
DESIGN SPEED = 40 MPH
POSTED SPEED = 35 MPH



* TRENCH WIDTH = PIPE OUTSIDE DIAMETER PLUS 2 FEET

ASPHALT RESTORATION

N.T.S.

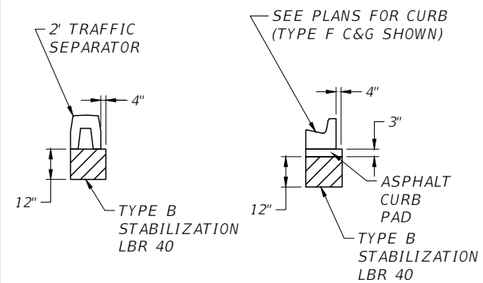
OPTIONAL BASE GROUP 15 (TYPE B-12.5 ONLY) WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C), (2")
AND FRICTION COURSE (TRAFFIC C), FC-9.5, PG 76-22 (1")

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT

NOTES:
1. MILLING AND RESURFACING REQUIRED 25' ON EITHER SIDE OF OPEN CUT, FULL LANE WIDTH.
2. ALL MODIFIED PROCTOR AND DENSITY TESTS SHALL BE TAKEN BY A CERTIFIED LABORATORY.
3. ALL TESTS SHALL BE COMPLETED AND SHALL MEET MINIMUM DENSITY REQUIREMENTS PRIOR TO ADDITIONAL BACKFILLING.



CURB STABILIZATION DETAIL

ASPHALT DRIVEWAY CONSTRUCTION

OPTIONAL BASE GROUP 1
(SEE SPECIFICATIONS SECTION 285)
WITH
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C), (1")

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

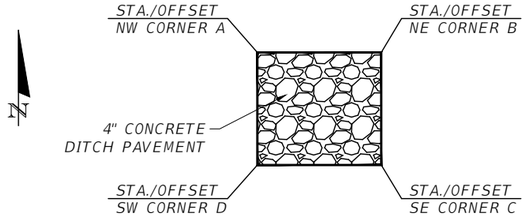
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

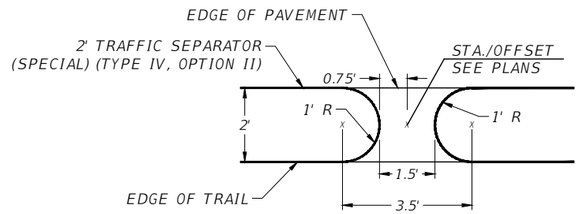
TYPICAL SECTIONS (3)

SHEET NO. 8



DITCH PAVEMENT LOCATION TABLE								
DRAINAGE	NW CORNER A		NE CORNER B		SE CORNER C		SW CORNER D	
STRUCTURE	STATION	OFFSET	STATION	OFFSET	STATION	OFFSET	STATION	OFFSET
S-6	108+38.28	29.17' RT	108+38.24	39.17' RT	108+34.24	39.17' RT	108+34.28	29.17' RT
S-13	116+41.64	29.30' RT	116+41.62	35.25' RT	116+38.29	35.23' RT	116+38.31	29.21' RT
S-14	117+40.72	30.91' RT	117+40.70	35.61' RT	117+37.37	35.60' RT	117+37.39	30.89' RT
S-15	118+41.19	31.08' RT	118+41.17	35.98' RT	118+37.84	35.97' RT	118+37.85	31.08' RT
S-16	118+89.73	31.54' RT	118+89.73	36.42' RT	118+86.40	36.42' RT	118+86.40	31.49' RT
S-17	119+71.44	32.54' RT	119+71.44	36.42' RT	119+68.10	36.42' RT	119+68.10	32.54' RT
S-22	127+13.87	33.62' RT	127+13.79	38.62' RT	127+08.47	38.54' RT	127+08.54	33.54' RT
S-25	129+50.04	25.30' LT	129+50.04	21.30' LT	129+47.00	21.30' LT	129+47.00	25.30' LT
S-27	130+46.65	25.44' LT	130+46.65	21.44' LT	130+43.61	21.44' LT	130+43.61	25.44' LT
S-29	131+27.88	25.54' LT	131+27.88	21.54' LT	131+24.84	21.54' LT	131+24.84	25.54' LT
S-30	131+28.79	30.46' RT	131+28.79	42.00' RT	131+23.95	42.00' RT	131+23.95	30.46' RT
S-31	132+15.71	25.58' LT	132+15.71	21.58' LT	132+12.67	21.58' LT	132+12.67	25.58' LT
S-33	133+01.34	25.63' LT	133+01.34	21.63' LT	132+98.30	21.63' LT	132+98.30	25.63' LT
S-35	133+82.06	25.60' LT	133+82.05	21.60' LT	133+79.01	21.60' LT	133+79.01	25.60' LT
S-37	134+81.72	25.65' LT	134+81.72	21.65' LT	134+78.68	21.65' LT	134+78.68	25.65' LT
S-38	134+67.36	21.60' RT	134+67.34	26.60' RT	134+62.49	26.58' RT	134+62.51	21.58' RT
S-39	135+67.32	27.07' RT	135+67.32	33.40' RT	135+43.48	33.40' RT	135+43.48	27.30' RT

DITCH PAVEMENT LOCATION DETAIL
N.T.S.



TRAFFIC SEPARATOR GAP DETAIL
N.T.S.

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

TYPICAL SECTION DETAILS

SHEET NO. 9

James Greene 9/14/2021 7:52:26 PM

P:\PR58964\44184715201\Roadway\TYPSRD01.dwg

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

SUMMARY OF DRAINAGE STRUCTURES

QTY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	REINFORCED CONCRETE PIPE (CLASS-II)										CURB INLETS (EA)			MANHOLES (EA)				DITCH BOTTOM INLETS (EA)		GUTTER INLET (EA)	FLUME INLET	ENDWALL	CONC DITCH PAVT.	CLASS I CONC.	REMARKS
						15"	18"	24"	30"	36"	42"	14"x23"	19"x30"	29"x45"	34"x53"	P-5 <10'	J-5 <10'	J-6 <10'	P-7 <10'	J-7 <10'	P-8 <10'	J-8 <10'	C-MOD <10'	D <10'	V J BTM <10'	CLOSED EA	EA	SY	CY	
P	S-1	102+42.38	RT	Pipe, MH, Pipe	1				33												1								0.15	4 LF (BK), 29 LF (AH), (1) Conc Jacket
F																													
P	S-2	102+75.00	RT	MH, Pipe	1							4	123							1									0.15	4'x4', 0.5'X3' Slot, (1) Conc Jacket
F																													
P	S-3	104+00.00	RT	DBI, Pipe	1								197											1						With traversable slot
F																													
P	S-4	106+02.93	RT	DBI, Pipe	1								157											1						With traversable slot
F																													
P	S-5	107+60.00	RT	DBI, Pipe	1								73											1						With traversable slot
F																													
P	S-6	108+36.28	RT	Manhole, Pipe	1							63	6									1						4.4	0.15	4'X4', (1) Conc Jacket
F																													
P	S-7	109+00.00	RT	DBI, Pipe	1							97												1						With traversable slot
F																													
P	S-8	110+00.00	RT	DBI, Pipe	1							197												1						With traversable slot
F																													
P	S-9	112+00.00	RT	DBI, Pipe	1							152												1						With traversable slot
F																													
P	S-10	113+54.40	RT	DBI, Pipe	1			47																1						With traversable slot
F																													
P	S-11	114+04.52	RT	DBI, Pipe	1			93																1						With traversable slot
F																													
P	S-12	115+00.00	RT	DBI, Pipe	1			138																1						With traversable slot
F																													
P	S-13	116+40.03	RT	BOS Inlet, Pipe	1			97															1					2.2		
F																													
P	S-14	117+39.07	RT	BOS Inlet, Pipe	1			102															1					1.7		
F																													
P	S-15	118+39.52	RT	BOS Inlet, Pipe	1	6		41															1					1.8		
F																													
P	S-16	118+88.10	RT	BOS Inlet, Pipe	1			80															1					1.8		
F																													
P	S-17	119+69.81	RT	BOS Inlet	1																		1					1.4		
F																													
SHEET TOTAL - PLAN QUANTITY						6	598		33			513	556							1	1	1	5	9				13.3	0.45	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SUMMARY OF DRAINAGE STRUCTURES (1)

SHEET NO. 10

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

SUMMARY OF DRAINAGE STRUCTURES

QTY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	REINFORCED CONCRETE PIPE (CLASS-II)										CURB INLETS (EA)			MANHOLES (EA)				DITCH BOTTOM INLETS (EA)		GUTTER INLET (EA)	FLUME INLET	ENDWALL	CONC DITCH PAVT.	CLASS I CONC.	REMARKS
						15"	18"	24"	30"	36"	42"	14"x23"	19"x30"	29"x45"	34"x53"	P-5 <10'	J-5 <10'	J-6 <10'	P-7 <10'	J-7 <10'	P-8 <10'	J-8 <10'	C-MOD <10'	D <10'	V J BTM <10'	CLOSED EA	EA	SY	CY	
PF	S-18	123+47.62	RT	Pipe, Manhole, Pipe	1		12	198											1										0.30	(2) Conc Jackets
PF	S-19	125+48.54	RT	Curb Inlet, Pipe	1				85							1														
PF	S-20	126+37.56	RT	Curb Inlet, Pipe	1				70							1														
PF	S-21	127+11.23	RT	Manhole, Pipe	1					6	54									1									0.15	5'x5', (1) Conc Jacket
PF	S-22	127+11.23	RT	Endwall, Pipe	1									3													1	3.0		
PF	S-23	127+68.88	RT	Curb Inlet, Pipe	1	12									41		1													6'X3.5'
PF	S-24	128+12.36	RT	Manhole, Pipe	1		4								133					1									0.15	6'X3.5', (1) Conc Jacket
PF	S-25	129+48.55	LT	Closed Flume Inlet	1																					1		1.4		
PF	S-26	129+48.55	RT	Gutter Inlet, Pipe	1										93										1					6'X3.5'
PF	S-27	130+45.15	LT	Closed Flume Inlet	1																					1		1.4		
PF	S-28	130+45.15	RT	Curb Inlet, Pipe	1										78			1												6'x3.5'
PF	S-29	131+26.37	LT	Closed Flume Inlet	1																					1		1.4		
PF	S-30	131+26.37	RT	rb Inlet (Mod.), Pi	1										84			1										6.2	2.55	8'X3.5'
PF	S-31	132+14.20	LT	Closed Flume Inlet	1																					1		1.4		
PF	S-32	132+14.20	RT	Curb Inlet, Pipe	1										82			1												6'X3.5'
PF	S-33	132+99.83	LT	Closed Flume Inlet	1																					1		1.4		
PF	S-34	132+92.52	RT	Curb Inlet, Pipe	1										77			1												6'X3.5'
PF	S-35	133+80.53	LT	Closed Flume Inlet	1																					1		1.4		
PF	S-36	133+80.59	RT	Curb Inlet, Pipe	1										81			1												6'X3.5'
SHEET TOTAL - PLAN QUANTITY						12	16	198	155	6	54			3	669	2	1	5	1	2					1	6	1	17.6	3.15	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SUMMARY OF DRAINAGE STRUCTURES (2)

SHEET NO. 11

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT

SUMMARY OF DRAINAGE STRUCTURES

QTY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	REINFORCED CONCRETE PIPE (CLASS-II)										CURB INLETS (EA)			MANHOLES (EA)				DITCH BOTTOM INLETS (EA)		FLUME INLET	ENDWALL	CONC DITCH PAVT.	CLASS I CONC.	REMARKS
																P-5	J-5	J-6	P-7	J-7	P-8	J-8	C-MOD	D	CLOSED				
						15"	18"	24"	30"	36"	42"	14"x23"	19"x30"	29"x45"	34"x53"	<10'	<10'	<10'	<10'	<10'	<10'	<10'	<10'	<10'	EA	EA	SY	CY	
P	S-37	134+80.20	LT	Closed Flume Inlet	1																				1		1.4		
F																													
P	S-38	134+64.56	RT	Curb Inlet (Mod.), Pipe	1						78							1									2.7	1.6	6'X3.5', slot 3'X1'
F																													
P	S-39	135+55.39	RT	Manhole	1															1							16.9		6'X22.5', slot 3'X13'
F																													
P	S-40	136+10.00	RT	DBI, Pipe	1		97																	1					With traversable slot
F																													
P	S-41	137+10.59	RT	DBI, Pipe	1		318																	1					With traversable slot
F																													
P	S-42	140+32.00	RT	Manhole, Pipe	1		58												1										
F																													
P	S-43	140.91.89	RT	DBI (Mod.)	1																		1						6"X6" slot (AH. & BK.)
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
F																													
P																													
SHEET TOTAL - PLAN QUANTITY							473				78							1	1	1			1	2	1		21.0	1.6	
SHEETS CUMULATIVE TOTAL - FINAL QUANTITY						18	1087	198	188	6	132	513	556	3	669	2	1	6	2	4	1	1	6	11	7	1	51.9	5.2	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SUMMARY OF DRAINAGE STRUCTURES (3)

SHEET NO. 12

PROJECT NOTES:

1. EXISTING TOPOGRAPHIC INFORMATION SHOWN WAS PROVIDED BY WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC., COORDINATES AND ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE 902, US SURVEY FEET, BASED ON GLOBAL POSITIONING SYSTEM (GPS) MEASUREMENTS TO THE NATIONAL GEODETIC SURVEY (NGS) CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) NETWORK. THE POSITIONS OF THE PROJECT CONTROL STATIONS SHOWN HEREON HAVE A CALCULATED POSITION ACCURACY OF 2 cm OR BETTER BASED UPON THE NGS OPUS ADJUSTED REPORT WITH MEASUREMENTS TO THE FOLLOWING POLK COUNTY CONTROL POINTS:

   DESIGNATION: RIRC "POLK CO. TRAV"
   NORTHING: 1342096.11
   EASTING: 659326.51

   DESIGNATION: RIRC "POLK CO. TRAV"
   NORTHING: 1342096.78
   EASTING: 660861.71

   ELEVATIONS DEPICTED HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) BASED ON THE FOLLOWING POLK COUNTY BENCHMARKS:

   TBM #3
   ELEVATION = 155.16 (NGVD 29)
   (X-CUT IN NE BOLT OF FIRE HYDRANT IN THE NE CORNER OF THE INTERSECTION OF ARIANA STREET AND SOUTHERN AVENUE)

   DESIGNATION: RIRC "POLK CO. TRAV"
   NORTHING: 1342096.78
   EASTING: 660861.71
   ELEVATION = 153.73 (NGVD 29)

   NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ELEVATIONS CAN BE CALCULATED BY SUBTRACTING 0.83' FROM NGVD29 ELEVATIONS BASED UPON THE NGS OPUS ADJUSTMENT REPORT.

   FOR MORE INFORMATION ON THESE CONTROL POINTS SEE TOPOGRAPHIC SURVEY "IMPERIAL POLK COUNTY" PROJECT NUMBER 8323E15-1, DATED 01/20/2016.

2. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT ENGINEER SHOULD NOTIFY THE COUNTY SURVEYOR WITHOUT DELAY BY TELEPHONE AT (863) 535-2252.

3. NOTIFY POLK COUNTY PRIOR TO COMMENCING WORK.

4. ALL DISTURBED GRASSED AREAS SHALL BE RESTORED WITH SOD.

5. ANY SODDED SLOPES GREATER THAN 1:3 WILL REQUIRE STAKING.

6. FOR ALL PLACES WHERE STORMWATER PIPES EXTEND INTO THE STABILIZED SUBGRADE, PLACE FULL DEPTH BASE TO A MINIMUM HORIZONTAL DISTANCE OF 2.0 FT. ON EITHER SIDE OF THE PIPE ALONG THE PIPES LENGTH WITHIN THE STABILIZED SUBGRADE.

7. COORDINATE WITH POLK COUNTY FOR STOCK PILE OR EQUIPMENT STAGING.

8. ALL EXISTING DRAINAGE STRUCTURES TO REMAIN UNLESS OTHERWISE NOTED IN PLANS.

9. COORDINATE OFFSITE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) DEWATERING ACTIVITIES , FROM BEYOND STATION 100+80 OF THE PROJECT TO APPROXIMATELY STATION 136+00, THROUGH POLK COUNTY'S PROJECT ENGINEER (PE) TO ENSURE COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND THE LOCAL WATER MANAGEMENT DISTRICT (WMD) DUE TO THE PROXIMITY OF ONE (1) SITE WITH DOCUMENTED GROUNDWATER CONTAMINATION IMPACTS: SONNY'S FOOD MART, FDEP FACILITY IDENTIFICATION #9806416.

PROJECT NOTES:

10. BE AWARE OF POTENTIAL AND KNOWN CONTAMINATION IMPACTS AS DETAILED ON THE PLAN SHEETS. THE MARKED AREAS ARE ESTIMATED, AND MAY VARY, IN SIZE OR VOLUME, FROM WHAT IS SHOWN.

11. COORDINATE THE CONSTRUCTION ACTIVITIES SCHEDULE WITH POLK COUNTY'S PROJECT ENGINEER (PE) AND ENVIRONMENTAL ASSESSMENT & REMEDIATION (ENVIRONMENTAL) CONTRACTOR.

12. DISPOSAL OF ALL CONTAMINATED MEDIA (INCLUDING GROUNDWATER) MUST BE COORDINATED THROUGH POLK COUNTY'S PE AND ENVIRONMENTAL CONTRACTOR.

13. PROVIDE AREA(S), WITHIN THE PROJECT LIMITS, FOR TEMPORARY (2-4 WEEKS PER SITE) STOCKPILING OF CONTAMINATED SOIL/MEDIA. POLK COUNTY'S ENVIRONMENTAL CONTRACTOR WILL REPLACE EXCAVATED SOIL ON THE PROJECT AS NECESSARY IF DIRECTED TO DO SO BY POLK COUNTY'S PE.

14. IF DEWATERING IS REQUIRED, PROVIDE AREA(S) TO ACCOMMODATE ONE OR MORE WATER TREATMENT SYSTEMS (TYPICALLY INCLUDES EQUIPMENT SUCH AS: FRAC TANKS, TRAILER-MOUNTED CARBON CELLS, AND A MOBILE LABORATORY). THESE AREAS SHALL BE AS CLOSE AS POSSIBLE TO THE DEWATERING OPERATION AND WITHIN THE PROJECT LIMITS (UNLESS DIRECTED BY POLK COUNTY'S PE).

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

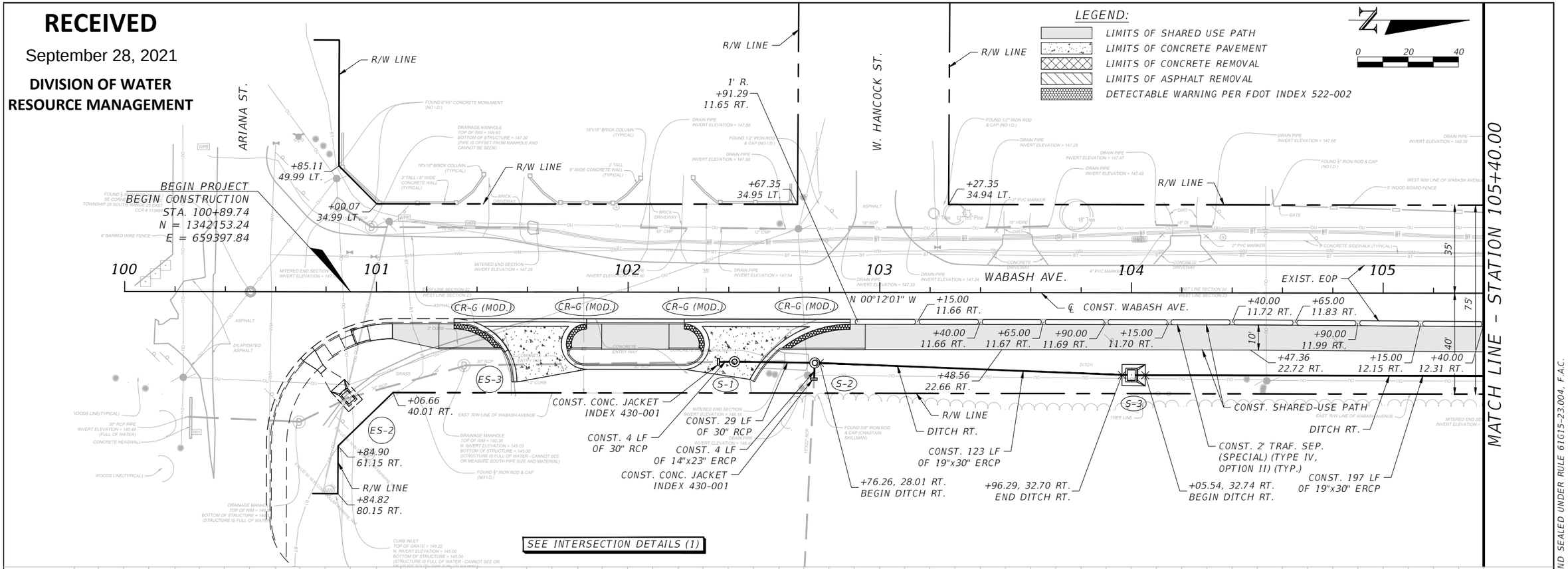
GENERAL NOTES

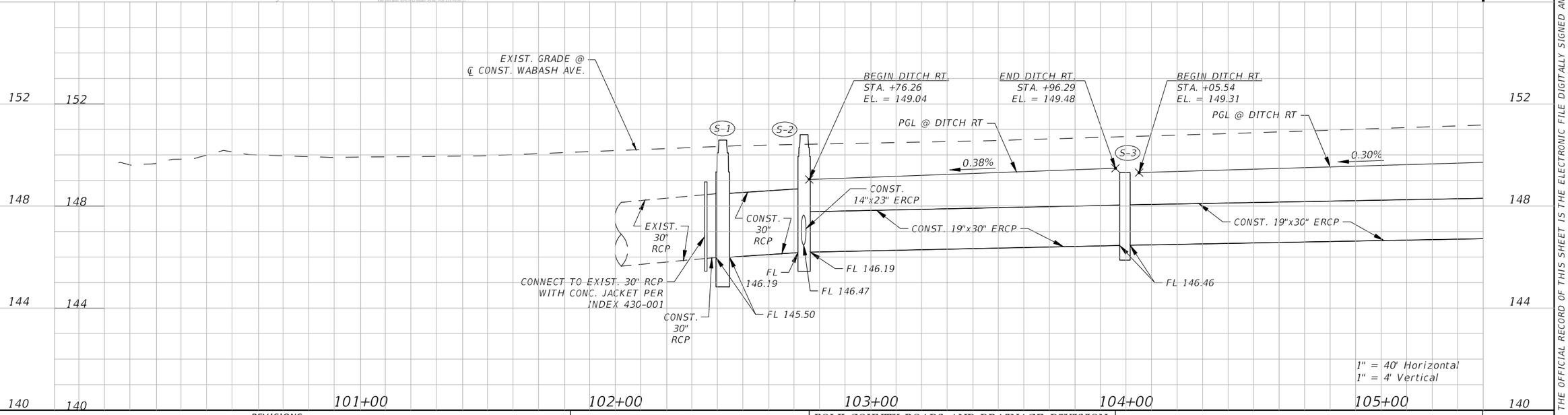
SHEET NO. 13

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (1)

SHEET NO. 14

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

DRIVEWAY STATION / OFFSET LOCATION TABLE

POINT	STATION	OFFSET	SIDE	POINT	STATION	OFFSET	SIDE	POINT	STATION	OFFSET	SIDE
A	105+73.14	11.23'	RT	J	106+73.75	13.06'	RT	S	107+15.67	12.92'	RT
B	105+74.00	13.23'	RT	K	106+81.03	23.17'	RT	T	107+23.00	22.87'	RT
C	105+76.18	23.22'	RT	L	106+81.31	26.09'	RT	U	107+23.31	25.94'	RT
D	105+76.25	40.11'	RT	M	106+81.31	40.14'	RT	V	107+23.31	40.15'	RT
E	105+93.25	40.12'	RT	N	106+93.31	40.14'	RT	W	107+38.04	40.15'	RT
F	105+93.18	23.15'	RT	O	106+93.31	25.94'	RT	X	107+38.04	25.77'	RT
G	105+95.29	13.15'	RT	P	106+93.59	23.09'	RT	Y	107+38.35	22.75'	RT
H	105+96.14	11.14'	RT	Q	107+00.78	12.96'	RT	Z	107+45.51	12.80'	RT
I	106+66.41	11.09'	RT	R	107+08.21	10.94'	RT	AA	107+53.09	10.77'	RT

0 20 40

MATCH LINE - STATION 105+40.00

MATCH LINE - STATION 111+00.00

W. BELMAR ST.

CLYDE ST.

WABASH AVE.

R/W LINE

R/W LINE

R/W LINE

R/W LINE

CONST. SHARED-USE PATH

EXIST. EOP

¢ CONST. WABASH AVE.

N 00°12'01" W

+57.36 34.89 LT.

1' R. +70.64 12.24 RT.

+17.36 34.88 LT.

+17.36 34.85 LT.

+17.35 29.85 LT.

1' R. +53.09 11.77 RT.

+50.13 29.80 LT.

+55.42 29.78 LT.

1' R. +98.64 12.13 RT.

1' R. +66.39 12.09 RT.

+50.00 12.00 RT.

+75.00 11.84 RT.

+25.00 12.01 RT.

+75.00 12.09 RT.

+20.00 12.05 RT.

+45.00 11.98 RT.

+00.00 11.93 RT.

+50.00 12.08 RT.

+43.58 23.08 RT.

+00.00 12.11 RT.

+25.00 12.12 RT.

+50.00 12.12 RT.

+75.00 12.09 RT.

+00.00 12.06 RT.

+25.00 12.02 RT.

+75.00 12.01 RT.

+00.00 12.02 RT.

106 107 108 109 110

35' 75' 40' 10' 30' 70' 40'

15' R 15' R

DITCH RT.

+08.47, 33.02 RT. BEGIN DITCH RT.

+84.75 17' CONC. DW

+87.31 12' ASPH. DW

+15.14 40.15 RT.

+30.68 14.7' ASPH. DW

DITCH RT.

DITCH RT.

DITCH RT.

DITCH RT.

+05.54, 33.12 RT. BEGIN DITCH RT.

+96.29, 33.09 RT. END DITCH RT.

EXISTING 18" CMP AND MES's TO BE REMOVED

+70.22, 32.94 RT. END DITCH RT.

CONST. 19"x30" ERCP

CONST. 2' TRAF. SEP. (SPECIAL) (TYPE IV, OPTION II) (TYP.)

+75.31, 33.11 RT. END DITCH RT.

CONST. 157 LF OF 19"x30" ERCP

EXISTING 24" CMP TO BE REMOVED

EXISTING ENDWALL TO BE REMOVED

+65.54, 33.19 RT. BEGIN DITCH RT.

CONST. 73 LF OF 19"x30" ERCP

CONST. 6 LF OF 19"x30" ERCP

CONST. CONC. JACKET INDEX 430-001

CONST. 4" CONC. DITCH PAVEMENT PER FDOT INDEX 524-001

CONST. 63 LF OF 14"x23" ERCP

+96.29, 33.09 RT. END DITCH RT.

CONST. 97 LF OF 14"x23" ERCP

CONST. 2' TRAF. SEP. (SPECIAL) (TYPE IV, OPTION II) (TYP.)

+05.54, 33.12 RT. BEGIN DITCH RT.

CONST. 197 LF OF 14"x23" ERCP

A - SEE STATION/OFFSET TABLE THIS SHEET FOR LOCATION DATA IN THIS AREA

S-4 S-5 S-6 S-7 S-8

BEGIN DITCH RT. STA. +08.47 EL. = 149.70

END DITCH RT. STA. +70.22 EL. = 149.80

END DITCH RT. STA. +75.31 EL. = 149.90

BEGIN DITCH RT. STA. +65.54 EL. = 150.00

EXIST. GRADE @ ¢ CONST. WABASH AVE.

DPI DITCH RT. STA. +36.00 EL. = 150.75

END DITCH RT. STA. +96.29 EL. = 150.67

BEGIN DITCH RT. STA. +05.54 EL. = 150.50

END DITCH RT. STA. +96.29 EL. = 150.97

BEGIN DITCH RT. STA. +05.54 EL. = 150.80

PGL @ DITCH RT

0.30% 0.30% 1.06% -0.13% 0.52% 0.63%

CONST. 19"x30" ERCP

CONST. 14"x23" ERCP

FL 146.84 FL 147.16 FL 147.44 FL 148.65 FL 147.94 FL 148.06 FL 148.26

152 148 144 140

106+00 107+00 108+00 109+00 110+00 111+00

1" = 40' Horizontal
1" = 4' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (2)

SHEET NO. 15

James Greene 9/14/2021 7:53:40 PM P:\PR58964\44184715201\Roadway\PLPRRD01.dwg

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

LEGEND:
- LIMITS OF SHARED USE PATH
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

MATCH LINE - STATION 111+00.00

MATCH LINE - STATION 116+60.00

W. PATTERSON ST.

WABASH AVE.

℄ CONST. WABASH AVE.

N 00°12'01" W

R/W LINE

EXISTING CATCH BASIN TO BE REMOVED

EXIST. EOP

DITCH RT.

CONST. 2' TRAF. SEP. (SPECIAL) (TYPE IV, OPTION II) (TYP.)

CONST. SHARED-USE PATH

CONST. 14"x23" ERCP

CONST. 152 LF OF 14"x23" ERCP

CONST. 47 LF OF 18" RCP

CONST. 93 LF OF 18" RCP

CONST. 138 LF OF 18" RCP

CONST. 97 LF OF 18" RCP

EXISTING 18" CMP TO BE REMOVED

EXISTING CATCH BASIN TO BE REMOVED

12' CONC. DW

12' ASPH. DW

S-9 S-10 S-11 S-12 S-13

1 112 113 114 115 116

1' R. +41.66 12.27 RT.

+15.42 29.77 LT.

+55.49 45.57 LT.

+37.27 29.72 LT.

+10.49 46.06 LT.

+22.38 12.23 RT.

+28.83 29.70 LT.

+96.29, 31.39 RT. END DITCH RT.

+95.00 12.19 RT.

+05.54, 31.42 RT. BEGIN DITCH RT.

+35.06 29.13 RT.

SAW CUT MATCH EXIST.

1' R. +47.39 18.43 RT.

1' R. +63.27 12.42 RT.

+25.00 12.02 RT.

+50.00 12.03 RT.

+75.00 12.05 RT.

+00.00 12.06 RT.

+25.00 12.08 RT.

+50.00 12.10 RT.

+75.00 12.15 RT.

+00.00 12.19 RT.

+65.34 23.32 RT.

+98.45 23.34 RT.

+46.05 23.12 RT.

+45.00 12.13 RT.

+70.00 12.16 RT.

+45.00 12.28 RT.

+20.00 12.23 RT.

+43.62 23.27 RT.

+62.81 23.42 RT.

+47.21 23.03 RT.

+54.98 40.28 RT.

+04.98 40.30 RT.

+96.29, 32.49 RT. END DITCH RT.

+05.54, 32.52 RT. BEGIN DITCH RT.

+50.69, 32.37 RT. END DITCH RT.

+10.06, 32.21 RT. BEGIN DITCH RT.

+69.99, 33.30 RT. END DITCH RT.

+39.95, 35.24 RT. BEGIN DITCH RT.

+83.99

+20.77

70' 40' 30' 10'

0 20 40

EXIST. GRADE @ ℄ CONST. WABASH AVE.

PGL @ DITCH RT

END DITCH RT. STA. +96.29 EL. = 152.01

BEGIN DITCH RT. STA. +05.54 EL. = 151.84

END DITCH RT. STA. +50.69 EL. = 152.57

BEGIN DITCH RT STA. +10.06 EL. = 152.72

BEGIN DITCH RT. STA. +05.54 EL. = 152.52

END DITCH RT. STA. +96.29 EL. = 153.09

END DITCH RT. STA. +69.99 EL. = 152.70

BEGIN DITCH RT. STA. +39.95 EL. = 153.30

0.63% 0.50% 0.43% 0.28% 1.29%

CONST. 14"x23" ERCP

CONST. 18" RCP

FL 148.63 FL 148.86 FL 149.36 FL 149.47 FL 149.63 FL 149.90

156 152 148 144

111+00 112+00 113+00 114+00 115+00 116+00

1" = 40' Horizontal
1" = 4' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (3)

SHEET NO. 16

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

MATCH LINE - STATION 116+60.00

MATCH LINE - STATION 122+20.00

LEGEND:
- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

** = CONST. 4" CONC. DITCH PAVEMENT PER FDOT INDEX 524-001 (TYP.) SEE TYPICAL SECTION DETAIL SHEET FOR LOCATION TABLE

*** = CONST. FLARED DRIVEWAY PER FDOT INDEX 522-003

BEGIN MILLING AND RESURFACING
STA. 119+87.82
N = 1344051.31
E = 659391.20
MATCH EXIST.

END MILLING AND RESURFACING
STA. 121+03.95
N = 1344167.43
E = 659390.79
MATCH EXIST.

W. HIGHLAND ST.

WABASH AVE.

EXISTING CATCH BASIN TO BE REMOVED

CONST. 7 LF OF 15" RCP

CONST. 10.5 LF OF STEEL PIPE GUIDERAIL INDEX 515-080

EXISTING 18" CMP TO BE REMOVED

+39.50, 35.97 RT. BEGIN DITCH RT.

+51.47, 36.02 RT. END DITCH RT.

+32.79, 36.42 RT. END DITCH RT.

+84.85 29.58 LT.

+09.88 59.57 LT.

+79.88 59.56 LT.

+04.85 29.55 LT.

1' R. +98.07 19.30 RT.

+73.00 18.88 RT.

+74.47 32.64 RT.

N 00°12'01" W

DITCH RT.

EXIST. EOP

¢ CONST. WABASH AVE.

R/W LINE

117 118 119 120 121 122

ES-15 ES-16 ES-18 ES-19

S-14 S-15 S-16 S-17

CR-F

+18.43 12' ASPH. DW

+18.91 12' ASPH. DW

+67.60 12' ASPH. DW

+49.21 12' ASPH. DW

+47.01 30.97 RT. DITCH RT.

CONST. 18" RCP

CONST. 7 LF OF 18" RCP

CONST. 10.5 LF OF STEEL PIPE GUIDERAIL INDEX 515-080

CONST. 10.5 LF OF STEEL PIPE GUIDERAIL INDEX 515-080

+88.07, 36.42 RT. BEGIN DITCH RT.

EXISTING 18" CMP TO BE REMOVED

+69.71, 36.42 RT. BEGIN DITCH RT.

DITCH RT. +84.62, 40.42 RT.

+92.00, 36.42 RT. END DITCH RT.

+09.51 60.43 RT.

+99.62 40.45 RT.

+79.51 60.44 RT.

CONST. SHARED-USE PATH 225 LF OF 18" RCP PIPE DESILTING

EXISTING 18" CMP TO BE REMOVED

+39.04, 35.60 RT. BEGIN DITCH RT.

+02.20, 35.47 RT. END DITCH RT.

+02.90, 35.84 RT. END DITCH RT.

CONST. SHARED-USE PATH

CONST. 96 LF OF 18" RCP

CONST. 41 LF OF 18" RCP

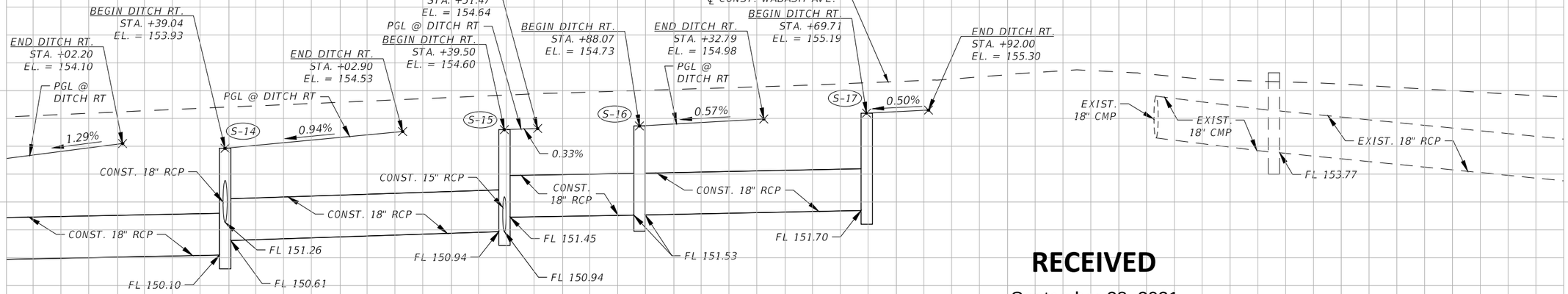
CONST. 80 LF OF 18" RCP

* = CONST. 10.5 LF OF STEEL PIPE GUIDERAIL, INDEX 515-080

SEE SPECIAL DETAIL SHEET DRIVEWAY LOCATION

SEE INTERSECTION DETAILS (2) & (3)

R/W LINE



RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

1" = 40' Horizontal
1" = 4' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (4)

SHEET NO. 17

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

LEGEND:
- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT ROADWAY WIDENING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

MATCH LINE - STATION 122+20.00

REMOVE EXIST. 18" RCP
CONST. 4 LF OF 18" RCP

33 LF OF 15" RCP
PIPE DESILTING

15" RCP PIPE
DESILTING

CONNECT TO EXISTING 18" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 4 LF OF 18" RCP

CONNECT TO EXISTING 18" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 4 LF OF 18" RCP

SEE INTERSECTION DETAILS (4)

EXISTING 18" RCP
TO BE REMOVED

EXISTING MANHOLE
TO BE REMOVED

BEGIN MILLING AND RESURFACING
BEGIN ROADWAY WIDENING
STA. 126+28.90
N = 1344692.38
E = 659388.76
SAW CUT MATCH EXIST.

33 LF OF 15" RCP
PIPE DESILTING

R/W LINE

EXIST. EOP
N 00°12'01" W

℄ CONST. WABASH AVE.

R/W LINE

CONST. SHARED-USE PATH

CONST. 198 LF
OF 24" RCP

4 LF OF 18" RCP
AND CONC. MES
TO BE REMOVED

WABASH AVE.

CONST. 85 LF
OF 30" RCP

EXISTING 18" CMP
AND CONC. MES's
TO BE REMOVED

CONST. FLARED DRIVEWAY
PER FDOT INDEX 522-003

CONNECT TO EXISTING 36" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 6 LF OF 36" RCP

CONST. 70 LF
OF 30" RCP

PI STA. 127+08.99

N 00°20'31" W

CONST. 3 LF
OF 29"x45" ERCP

CONST. 4" CONC. DITCH PAVEMENT
PER FDOT INDEX 524-001 (TYP.)
SEE TYPICAL SECTION DETAIL
SHEET FOR LOCATION TABLE

CONNECT TO EXISTING 15" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001

CONST. 4" CONC SW

+71.98
21.67 LT.

SAW CUT
MATCH
EXIST.

+10.29
29.42 LT.

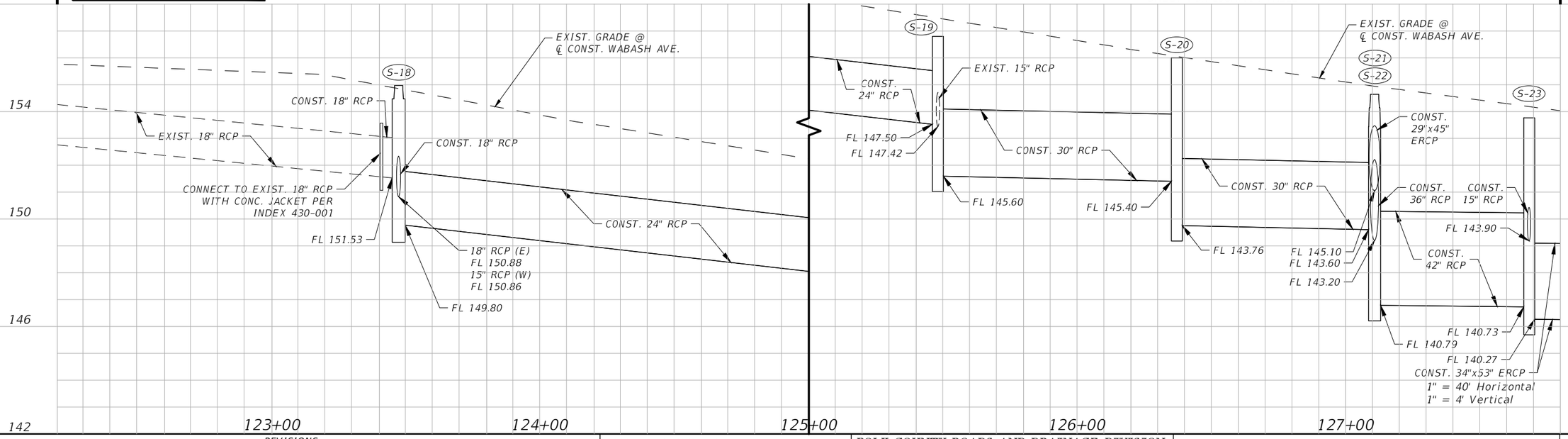
+10.10
40.58 RT.

CONST. 54 LF
OF 42" RCP

CONST. 12 LF
OF 15" RCP

EXISTING CURB INLET,
15" RCP & CONC. MES
TO BE REMOVED

MATCH LINE - STATION 127+80.00



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (5)

SHEET NO. 18

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

LEGEND:
- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT ROADWAY WIDENING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

MATCH LINE - STATION 127+80.00

CONST. 41 LF OF 34"x53" ERCP
END SHARED USE PATH STA. 129+45.41
CONST. 560 LF OF TYPE F C&G
R/W LINE
CONST. 4" CONC SW
+49.99 29.47 LT.
+49.99 34.47 LT.
CONST. 4" CONC. DITCH PAVEMENT PER FDOT INDEX 524-001 (TYP.) SEE TYPICAL SECTION DETAIL SHEET FOR LOCATION TABLE
CONST. 8.5' TRAF. SEP. (TYPE IV, OPTION II)
SIDEWALK CURB
+75.52 19.56 LT.
R/W LINE
4.25' R +37.79 5.96 RT.
4.25' R +72.04 5.94 RT.
+91.53 19.57 LT.
4.25' R +95.04 5.93 RT.
CONST. 8.5' TRAF. SEP. (TYPE IV, OPTION II)

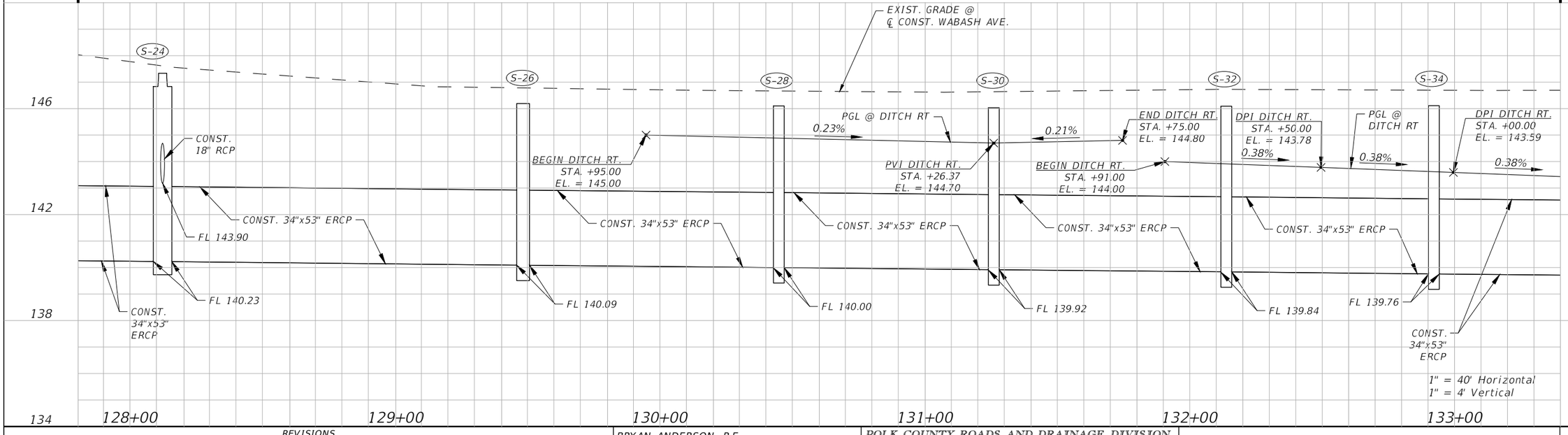
S-24 S-25 S-26 S-27 S-28 S-29 S-30 S-31 S-32 S-33 S-34
CR-G CR-G CR-G CR-G CR-G CR-B CR-C
128 129 130 131 132 133

EXIST. EOP
WABASH AVE.
℄ CONST. WABASH AVE.
N 00°20'31" W
30' 70' 40' 10' 6' 8.5' 14.5' 8.5' 5' 2' 35' 70' 35' 6'

CONST. 41 LF OF 34"x53" ERCP
CONNECT TO EXIST. 18" HDPE WITH CONC. JACKET PER FDOT INDEX 430-001 CONST. 4 LF OF 18" RCP
EXISTING (2) 30" HDPE AND MES's TO BE REMOVED
CONST. 133 LF OF 34"x53" ERCP
R/W LINE +50.01 40.53 RT.
CONST. SHARED-USE PATH
EXISTING (2) 30" HDPE AND MES's TO BE REMOVED
+50.01 35.53 RT.
BEGIN SIDEWALK STA. 149+91.79
CONST. 93 LF OF 34"x53" ERCP
CONST. 78 LF OF 34"x53" ERCP
+16.02, 24.60 RT. BEGIN 6' CONC. SIDEWALK
+95.00, 40.50 RT. BEGIN DITCH RT.
CONST. 4" CONC SW
DITCH RT.
CONST. 10.5 LF OF STEEL PIPE GUIDERAIL INDEX 515-080
CONST. 84 LF OF 34"x53" ERCP
+74.38 30.44 RT.
+75.00, 40.50 RT. END DITCH RT.
+79.05 34.44 RT.
+80.83 34.44 RT.
+80.95 44.36 RT.
+33.55 22.41 RT.
+92.72 30.43 RT.
+88.05, 34.43 RT.
+91.00, 41.00 RT. BEGIN DITCH RT.
+85.83, 34.43 RT.
EXISTING (2) 30" CMP TO BE REMOVED
+85.95, 44.29 RT.
SAW CUT AND MATCH EXIST.
+50.00 41.00 RT.
4.25' R +29.29 5.91 RT.
CONST. 4" CONC SW
R/W LINE +00.00 39.50 RT.
DITCH RT.
CONST. 82 LF OF 34"x53" ERCP

SEE INTERSECTION DETAILS (5)

MATCH LINE - STATION 133+40.00



1" = 40' Horizontal
1" = 4' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (6)

SHEET NO. 19

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

LEGEND:
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT ROADWAY WIDENING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF ASPHALT REMOVAL
- 4" CONCRETE DITCH PAVEMENT

MATCH LINE - STATION 133+40.00

+73.51, 11.00 RT.
END PAVEMENT WIDENING

CONST. 4" CONC. DITCH PAVEMENT PER FDOT INDEX 524-001 (TYP.) SEE TYPICAL SECTION DETAIL SHEET FOR LOCATION TABLE

CONST. 4" CONC SW

+07.70
22.19 LT.

SAW CUT MATCH EXIST.

+87.94
19.65 LT.

+11.57
19.59 LT.

END MILLING AND RESURFACING
STA. 135+07.68
N = 1345571.14
E = 659383.91

EXISTING HEADWALL TO BE REMOVED

R/W LINE

WABASH AVE.
N 00°20'31" W

EXIST. EOP

℄ CONST. WABASH AVE.

+18.68
15.61 RT.

+38.55
20.67 RT.

CONST. 81 LF OF 34"x53" ERCP

CONST. 77 LF OF 34"x53" ERCP

+50.00
24.54 RT.

+42.88
35.42 RT.

+38.47
34.85 RT.

+50.00
37.50 RT.

DITCH RT.

+42.89
57.42 RT.

RIGHT OF WAY ACCESS AGREEMENT LINE

+50.00, 21.54 RT.
BEGIN C.I.P. CANTILEVER WALL W/ STEEL PIPE GUIDERAIL INDEX 400-010, 515-080

+80.00, 21.64 RT.
END C.I.P. CANTILEVER WALL W/ STEEL PIPE GUIDERAIL INDEX 400-010, 515-080

+69.13
12" ASPH. DW

+80.00
24.64 RT.
END DITCH RT.

R/W LINE

CONST. 42 LF OF 18" RCP

EXISTING (2) 20"x28" CMP TO BE REMOVED

CONST. 78 LF OF 42" RCP

DITCH RT.

+80.00
30.17 RT.
BEGIN DITCH RT.

DITCH RT.

CONST. 4" CONC SW

+81.00
29.60 RT.
END DITCH RT.

+16.04
30.19 RT.
BEGIN DITCH RT.

+05.79
30.19 RT.
END DITCH RT.

+93.87
12" ASPH. DW

CONST. 97 LF OF 18" RCP

EXISTING 18" CMP TO BE REMOVED

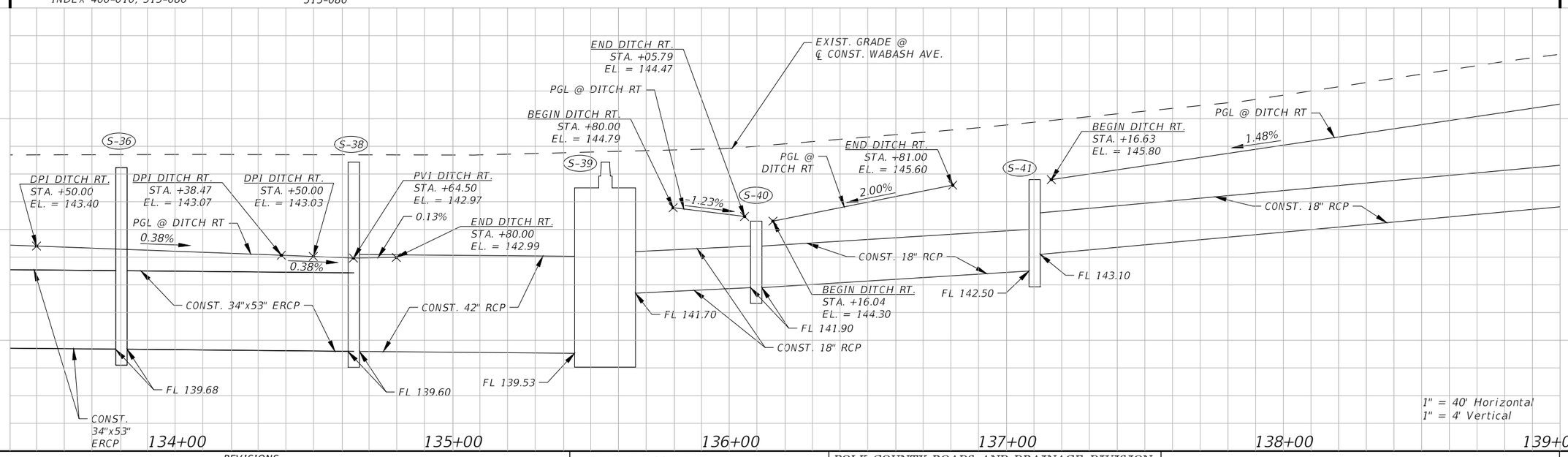
+16.63
29.42 RT.
BEGIN DITCH RT.

+85.52
21.22 RT.

DITCH RT.

CONST. 318 LF OF 18" RCP

MATCH LINE - STATION 139+00.00



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (7)

SHEET NO. 20

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 9/14/2021 7:54:35 PM P:\PR58964\44184715201\Roadway\PLPRRD01.dwg

LEGEND:

- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002
- 6" CONCRETE DITCH PAVEMENT (NON-REINFORCED)

MATCH LINE - STA. 139+00.00

+89.66, 15.30 RT.
END DITCH RT.

+84.50, 15.60 RT.
BEGIN DITCH RT.

+91.89, 12.80 RT.
CONST. MEDIAN FLUME (MOD.)
FDOT INDEX 520-010

+78.08, 13.67 RT.
END CURB TRANSITION
BEGIN TYPE E C&G

+71.62, 16.97 RT.
BEGIN CURB TRANSITION

+94.09, 15.27 RT.
BEGIN DITCH RT.

+00.00, 15.27 RT.
PVI DITCH RT.

R/W LINE

+37.60
34.71 LT.

+37.60
24.71 LT.

+28.10
24.75 LT.

R/W LINE

ELIZABETH ST.

R/W LINE

+68.15
24.76 LT.

END PROJECT
END CONSTRUCTION
STA. 143+46.37
N = 1346409.82
E = 659378.91

R/W LINE

0 20 40

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

EXIST. EOP

140 141 WABASH AVE. 142 143 144

CONST. 129 LF
TYPE E C&G

N 00°20'31" W

℄ CONST. WABASH AVE.

+31.39
21.29 RT.

S-42

S-43

DITCH RT.

DITCH RT.

+67.20
21.96 RT.

+62.77
22.95 RT.

+50.00, 15.30 RT.
PVI DITCH RT.

R/W LINE

+36.76
23.57 RT.

CONST. 4" CONC SW

+86.78
25.22 RT.

R/W LINE

R/W LINE

CONST. 4" CONC SW

CONST. 18" RCP

DITCH RT.

+12.84
35.30 RT.

+32.00
29.00 RT.
END DITCH RT

+40.59
21.40 RT.

R/W LINE

EXISTING 15"x21" CMP
TO BE REMOVED

CONST. 58 LF
OF 18" RCP

WAYMAN ST.

R/W LINE

EXISTING 15"x21" CMP
TO BE REMOVED

CONST. 6" CONCRETE
DITCH PAVEMENT
(NON-REINFORCED)

+09.53, 11.19 RT.
END CURB TRANSITION
SAW CUT MATCH EXIST. TYPE F CURB

+06.53, 11.13 RT.
END TYPE E C&G
BEGIN CURB TRANSITION

+00.00, 15.26 RT.
END DITCH RT.

R/W LINE

SEE INTERSECTION DETAILS (6)

W. HICKORY ST.

R/W LINE

END DITCH RT.
STA. +89.66
EL. = 152.11

EXIST. GRADE @
℄ CONST. WABASH AVE.

END DITCH RT.
STA. +32.00
EL. = 151.40

BEGIN DITCH RT.
STA. +84.50
EL. = 152.30

S-43

0.82%

0.50%

PVI DITCH RT.
STA. +00.00
EL. = 150.00

S-42

4.38%

3.68%

CONST.
18" RCP

VPI DITCH RT.
STA. +00.00
EL. = 152.86

VPI DITCH RT.
STA. +50.00
EL. = 153.27

END DITCH RT.
STA. +00.00
EL. = 153.52

12.69%

BEGIN DITCH RT.
STA. +94.09
EL. = 152.11

PGL @ DITCH RT

1.48%

FL 148.90

FL 148.00

CONST. 18" RCP

FL 146.00

154 150 146 142

1" = 40' Horizontal
1" = 4' Vertical

139+00 140+00 141+00 142+00 143+00 144+00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

PLAN AND PROFILE (8)

SHEET NO. 21

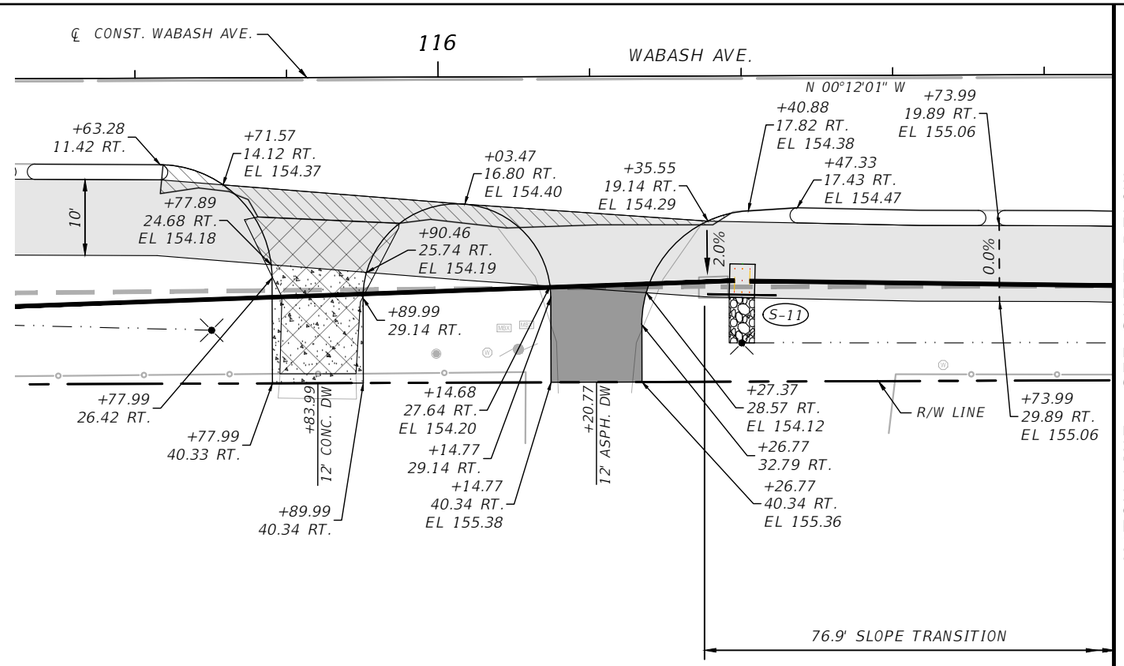
LEGEND:

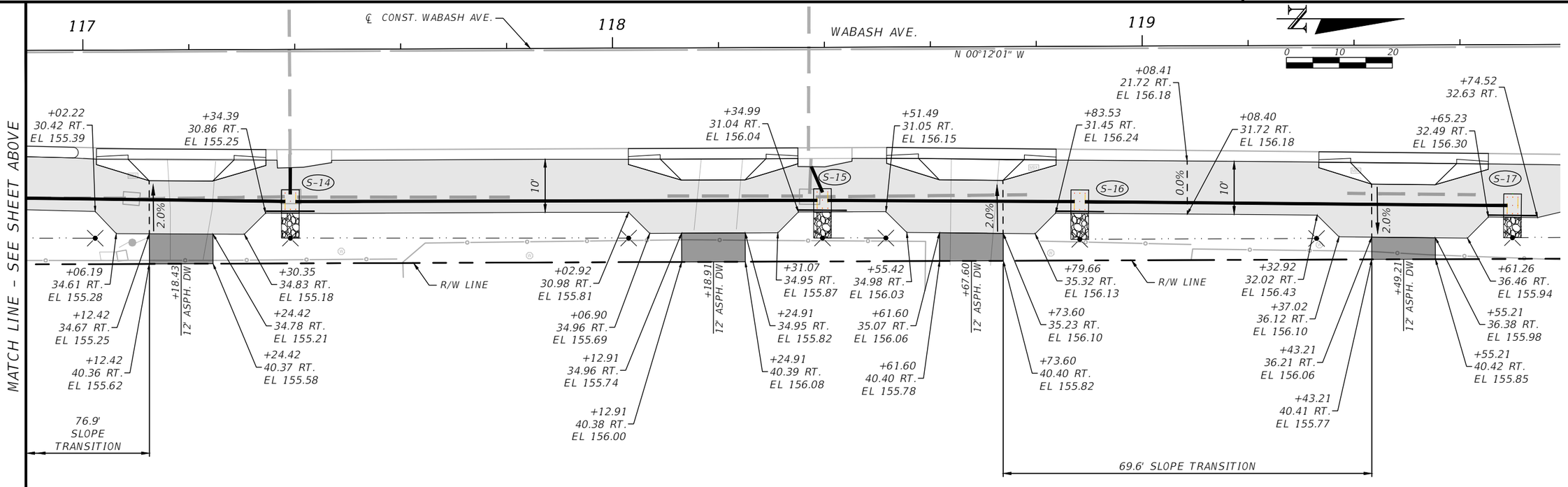
- LIMITS OF SHARED USE PATH
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- LIMITS OF CONCRETE DITCH PAVEMENT

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

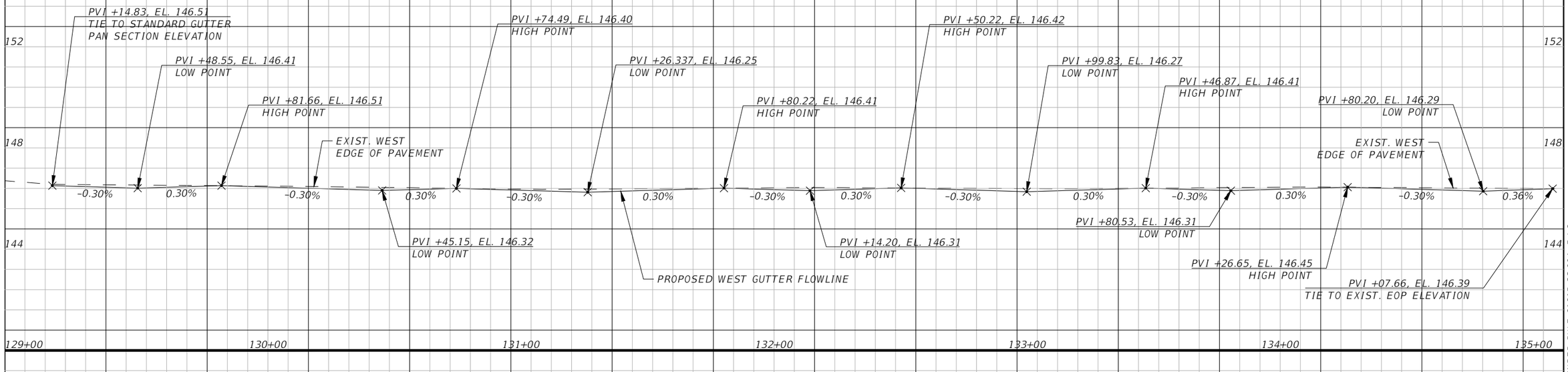
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

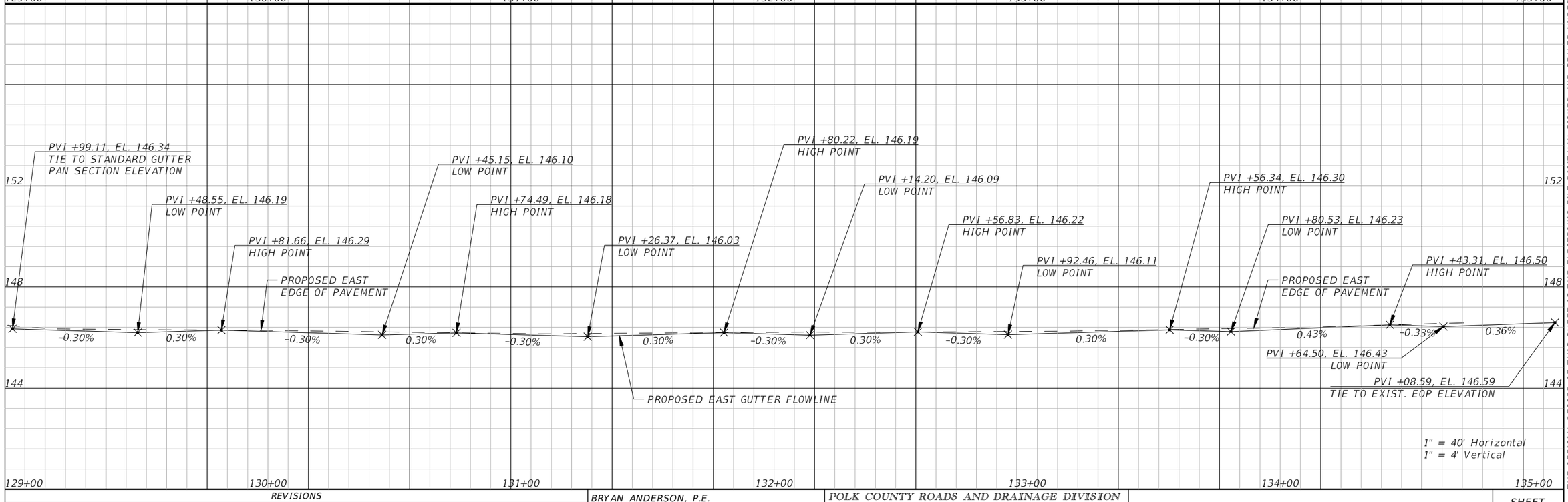
SPECIAL DETAIL SHEET
DRIVEWAY LOCATION

SHEET NO. 22

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SPECIAL PROFILE

SHEET NO. 23

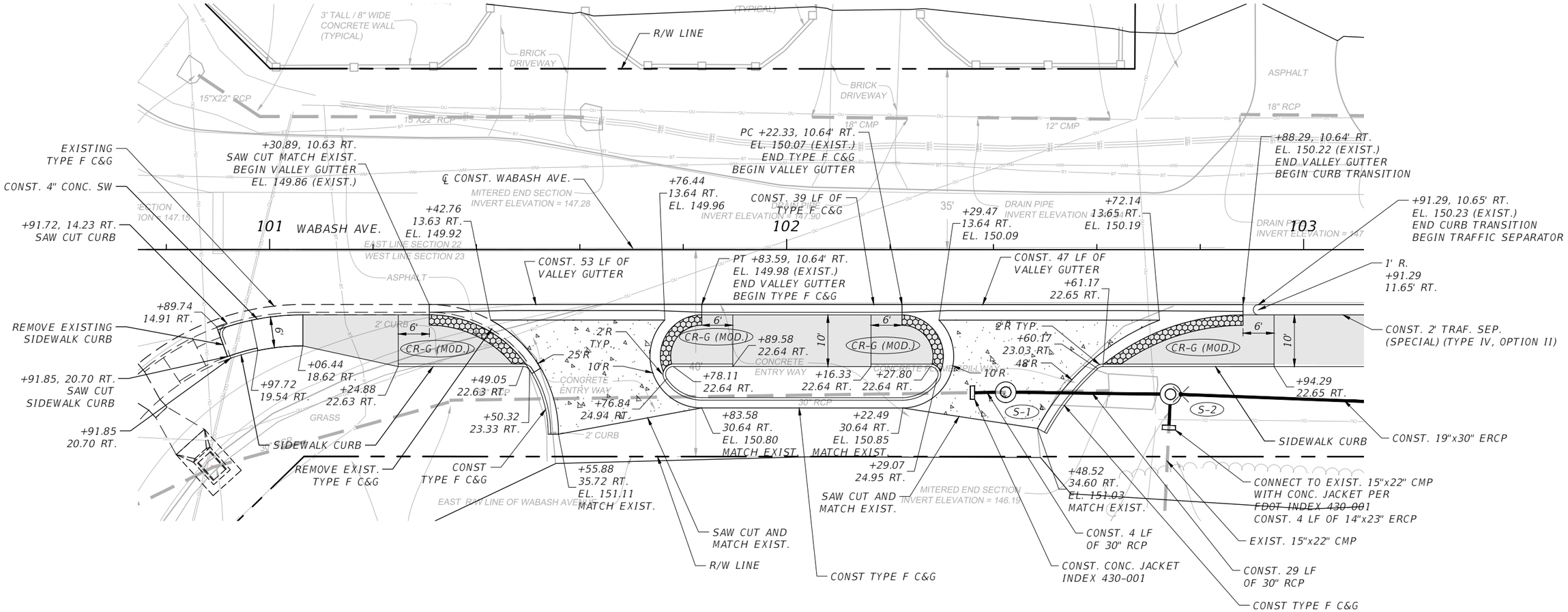
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

0 10 20



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

INTERSECTION DETAILS (1)

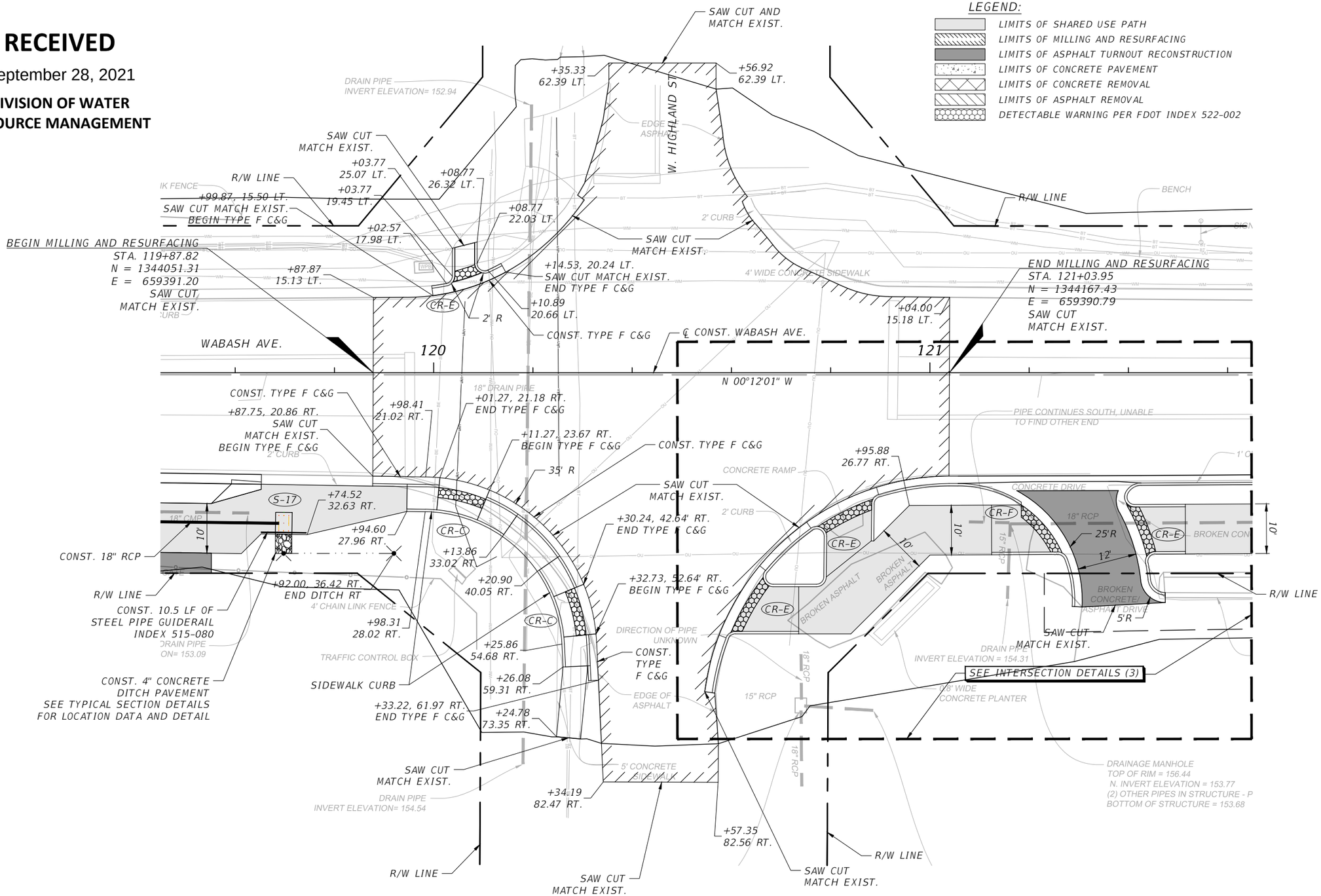
SHEET NO. 24

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

INTERSECTION DETAILS (2)

SHEET NO. 25

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

N

0 5 10

121 WABASH AVE.

N 00°12'01" W

℄ CONST. WABASH AVE.

PT +03.87, 20.84' RT.
EL. 155.94 (EXIST.)
END TYPE F C&G
BEGIN VALLEY GUTTER

PIPE CONTINUES SOUTH, UNABLE TO FIND OTHER END

CONST. TYPE F C&G

+89.25, 23.13 RT.
BEGIN TYPE F C&G

+95.88
26.77 RT.

50' R

SAW CUT
MATCH EXIST.

CONCRETE RAMP

+88.29
26.27 RT.

+17.53
23.81 RT.
EL. 155.81

CONST. 39 LF OF
VALLEY GUTTER

+38.01
23.75 RT.
EL. 155.70

+39.42
24.27 RT.

+42.56, 20.74' RT.
EL. 155.68 (EXIST.)
END VALLEY GUTTER
BEGIN TYPE F C&G

1' C

CONST. TYPE F C&G

CONCRETE DRIVE

3' R
2' R

+51.49
26.52 RT.

23' R

2' R

+75.20, 30.13 RT.
END TYPE F C&G

2' CURB

CONST.
TYPE F C&G

+18.43, 26.08 RT.
END TYPE F C&G

SIDEWALK
CURB

18" RCP

+38.20
28.13 RT.

+41.07
27.07 RT.

SIDEWALK
CURB

CR-E

CR-F

BROKEN CONC

+51.53
36.52 RT.

+65.74, 38.92 RT.
BEGIN TYPE F C&G

+88.71
33.92 RT.

2' R

+79.22
32.79 RT.

15" RCP

25' R

37' R

+43.50, 38.44 RT.
END TYPE F C&G

+45.28
36.05 RT.

2' R

50' R

2' R 2' R

+79.13
41.17 RT.

BROKEN ASPHALT

BROKEN ASPHALT

+12.48
36.70 RT.

+25.96
36.14 RT.

2' R

3' R

R/W LINE

+60.64
52.14 RT.

+68.22
43.14 RT.

+77.13
43.14 RT.

CR-E

+27.66, 37.43 RT.
BEGIN TYPE F C&G

23' R

BROKEN
CONCRETE/
ASPHALT DRIVE

+43.99
41.70 RT.

+47.45, 46.32 RT.
BEGIN TYPE F C&G
EL. 156.35
MATCH EXIST.

+57.56, 52.89 RT.
END TYPE F C&G

SIDEWALK
CURB

+00.03
36.76 RT.

N OF PIPE
JNKNOWN

2' R

CONST.
TYPE F C&G

+73.58
52.64 RT.

18" RCP

+84.09
52.64 RT.

DRAIN PIPE
INVERT ELEVATION = 154.31

+30.68, 47.22 RT.
END TYPE F C&G
EL. 156.42
MATCH EXIST.

RIGHT OF WAY ACCESS
AGREEMENT LINE

OF
ALT

15" RCP

PC +54.66, 64.29 RT.
EL. 157.19
SAW CUT MATCH EXIST
BEGIN TYPE F C&G

0.8' WIDE
CONCRETE PLANTER

R/W LINE

MATCH LINE - SEE INTERSECTION DETAILS (4)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

INTERSECTION DETAILS (3)

SHEET NO. 26

James Greene 9/14/2021 7:57:05 PM

P:\PR58964\44184715201\Roadway\INTDRD01.dwg

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

0 10 20

MATCH LINE - SEE INTERSECTION DETAILS (3)

WEST R/W LINE OF WABASH AVENUE
R/W LINE
CURB INLET
TOP OF GRATE = 154.49
E. INVERT ELEVATION = 150.66
(STRUCTURE FILLED WITH SEDIMENT)
10" Palm
5' CONCRETE SIDEWALK
5' CONCRETE
GRASS
2' CURB
CONST. 67 LF OF
CONC. VALLEY GUTTER
FDOT INDEX 520-001
CONST. 90 LF OF
CONC. VALLEY GUTTER
FDOT INDEX 520-001
ES-24
122
℄ CONST. WABASH AVE.
123
CURB INLET
TOP OF GRATE = 154.47
W. INVERT ELEVATION = 150.44
E. INVERT ELEVATION = 150.96
WABASH AVE.
EAST LINE SECTION 22
WEST LINE SECTION 23
N 00°12'01" W
EDGE OF ASPHALT
15" RCP
PC +79.26, 20.49' RT.
EL. 155.58 (EXIST.)
END TYPE F C&G
BEGIN VALLEY GUTTER
PT +45.77, 20.13' RT.
EL. 155.23 (EXIST.)
END VALLEY GUTTER
PC +45.77, 20.13' RT.
BEGIN VALLEY GUTTER
PT +35.75, 19.64' RT.
EL. 154.67 (EXIST.)
END VALLEY GUTTER
SAW CUT AND MATCH EXIST. TYPE F CURB
+87.61
23.45 RT.
EL. 155.53
+32.87
23.20 RT.
EL. 155.28
+58.68
23.06 RT.
EL. 155.18
+21.23
22.72 RT.
EL. 154.92
ES-25
CONCRETE DRIVE
CONCRETE DRIVE
CONST. 4 LF
OF 18" RCP
+20.57, 36.27 RT.
END TYPE F C&G
+06.36, 35.39 RT.
END TYPE F C&G
6'
CR-F
10'
18" RCP
18" RCP
18" RCP
S-18
+80.24
36.39 RT.
2'R TYP.
27.5'R
+90.89, 39.45 RT.
BEGIN TYPE F C&G
13'R
+72.48, 35.74 RT.
BEGIN TYPE F C&G
CONST. 24" RCP
R/W LINE
+87.76
36.36 RT.
+23.76
36.19 RT.
+22.40
37.08 RT.
+37.82
36.13 RT.
+54.10
36.06 RT.
+69.44
35.99 RT.
+70.74
36.73 RT.
31.5'R
35'R
+09.28
35.80 RT.
2'R TYP.
+25.66
35.73 RT.
+08.03
36.48 RT.
+79.45, 46.46 RT.
END TYPE F C&G
EL. 156.15
MATCH EXIST.
BROKEN
CONCRETE/
ASPHALT DRIVE
CONST. TYPE F C&G
CONST. TYPE F C&G
CONNECT TO EXIST. 18" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 4 LF OF 18" RCP
+18.23, 45.53 RT.
BEGIN TYPE F C&G
EL. 156.29
MATCH EXIST.
2" HDPE
BACKFLOW PREVENTOR
(6) STANDPIPES
+76.73, 51.33 RT.
END TYPE F C&G
EL. 157.94
MATCH EXIST.
+00.63, 52.99 RT.
BEGIN TYPE F C&G
EL. 157.74
MATCH EXIST.
CONCRETE DRAINAGE
STRUCTURE
DRAIN PIPE
INVERT ELEVATION = 153.34
SAW CUT
MATCH EXIST.
SAW CUT
MATCH EXIST.
CATCH BASIN
TOP OF GRATE = 156.89
INVERT ELEVATION = 154.13
12" HDPE PIPE (DIRECTION
UNKNOWN)
MITERED END SECTION
INVERT ELEVATION = 154.62
RIGHT OF WAY ACCESS
AGREEMENT LINE
CONNECT TO EXIST. 18" RCP
WITH CONC. JACKET PER
FDOT INDEX 430-001
CONST. 4 LF OF 18" RCP

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

INTERSECTION DETAILS (4)

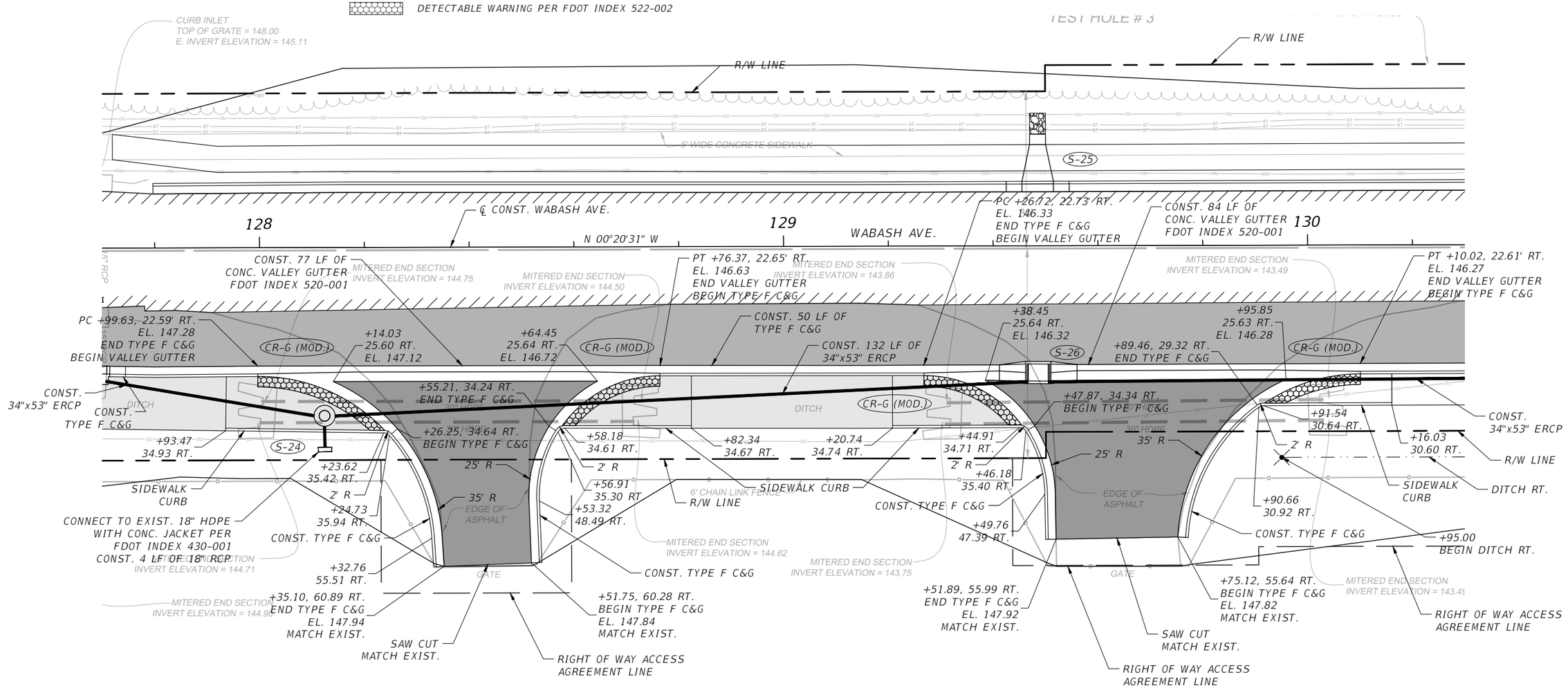
SHEET NO. 27

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT ROADWAY WIDENING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

N

0 10 20



RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

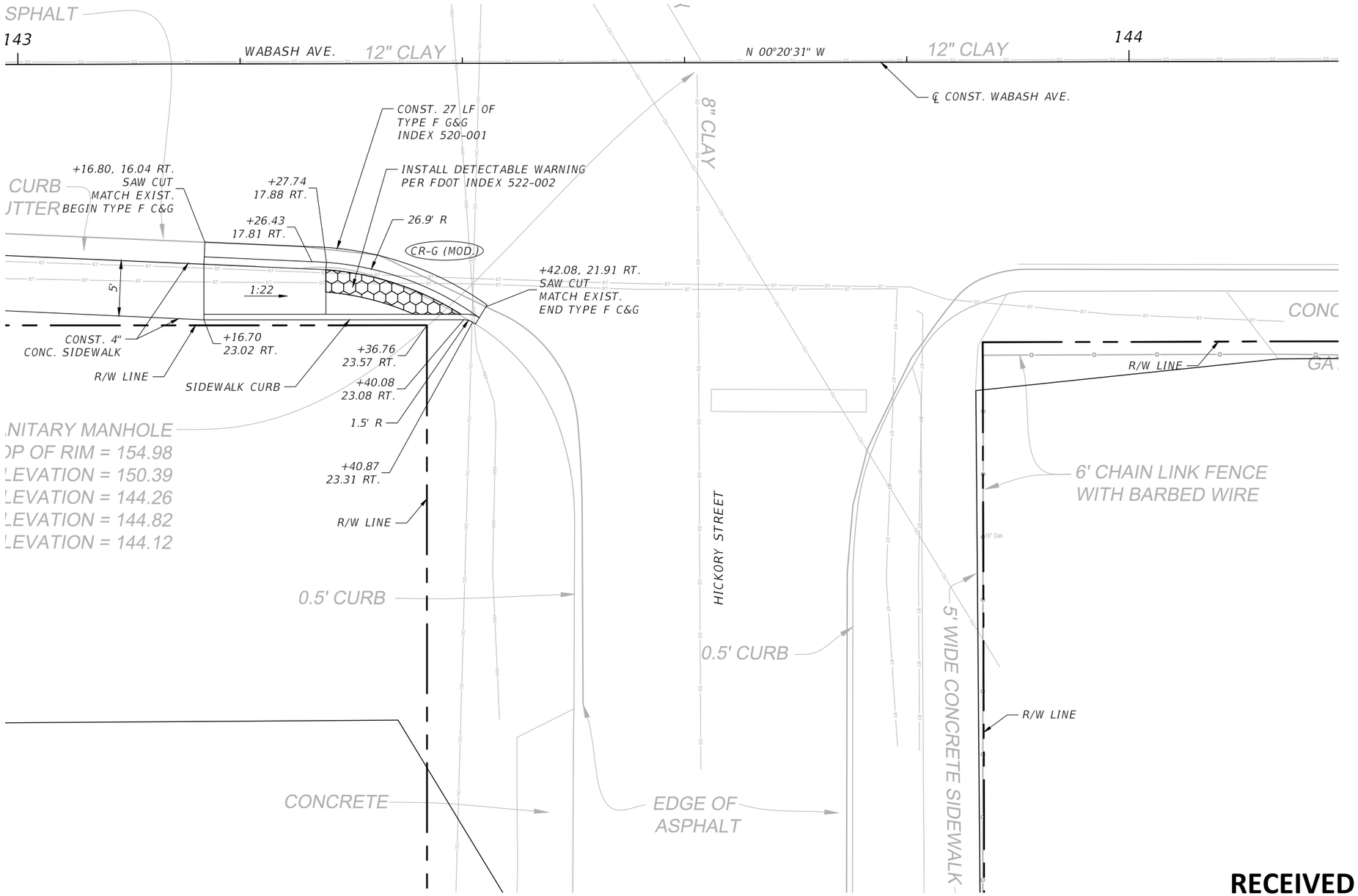
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

INTERSECTION DETAILS (5)

SHEET NO. 28

James Greene 9/14/2021 7:57:17 PM

P:\PR58964\44184715201\Roadway\INTDRD01.dwg



LEGEND:

- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL
- DETECTABLE WARNING PER FDOT INDEX 522-002

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

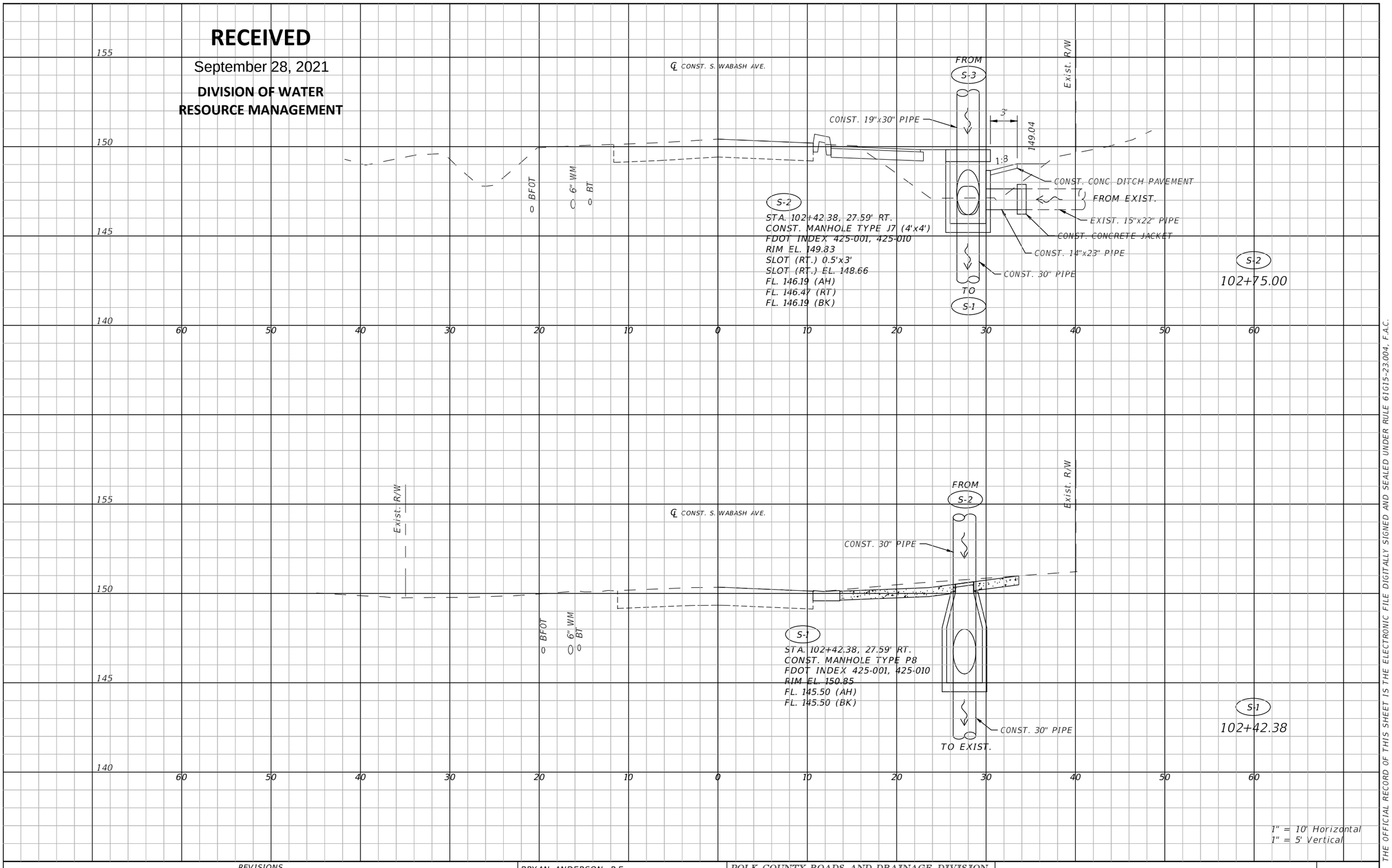
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

INTERSECTION DETAILS (6)

SHEET NO. 29

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

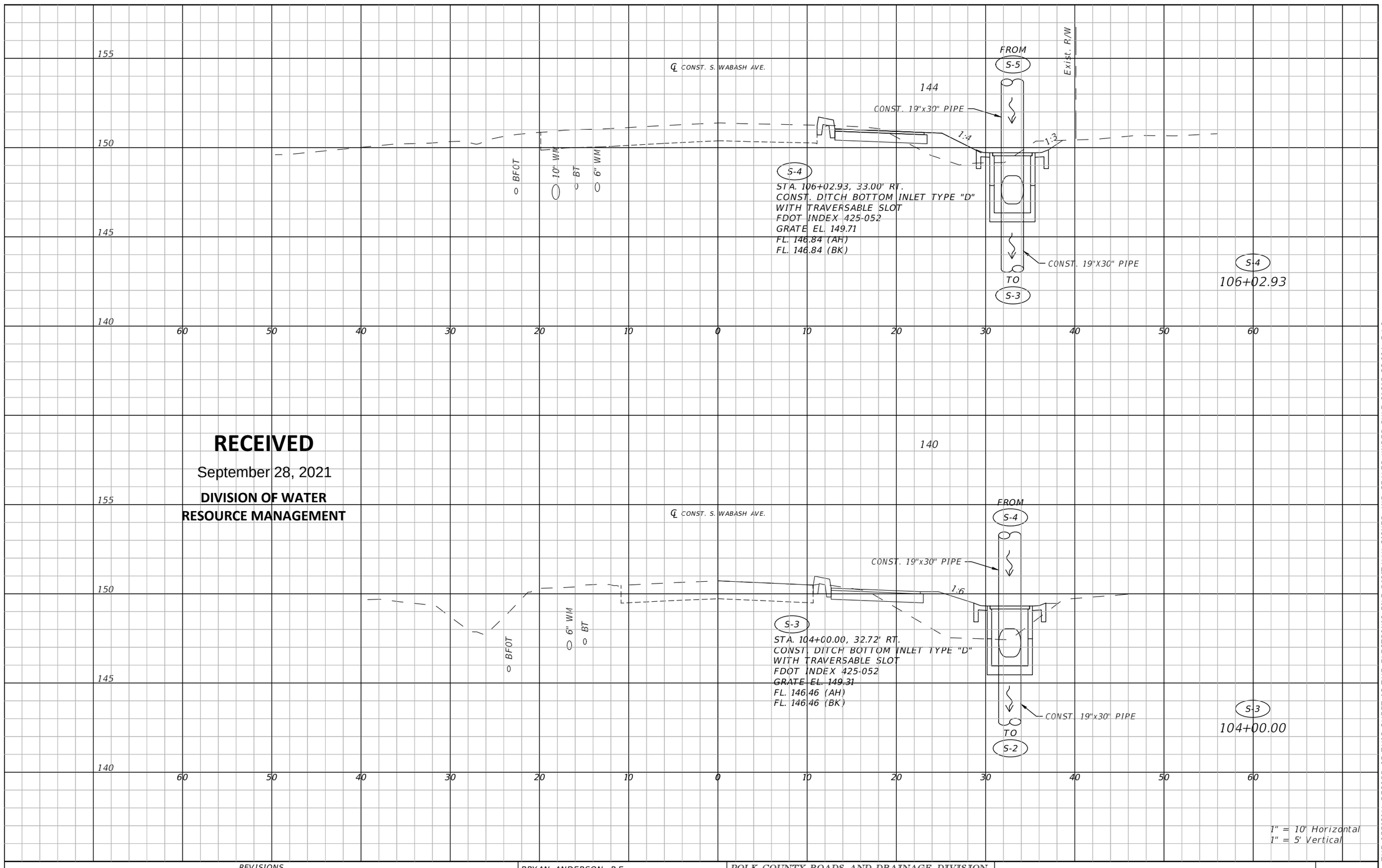
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (1)

SHEET NO. 30

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

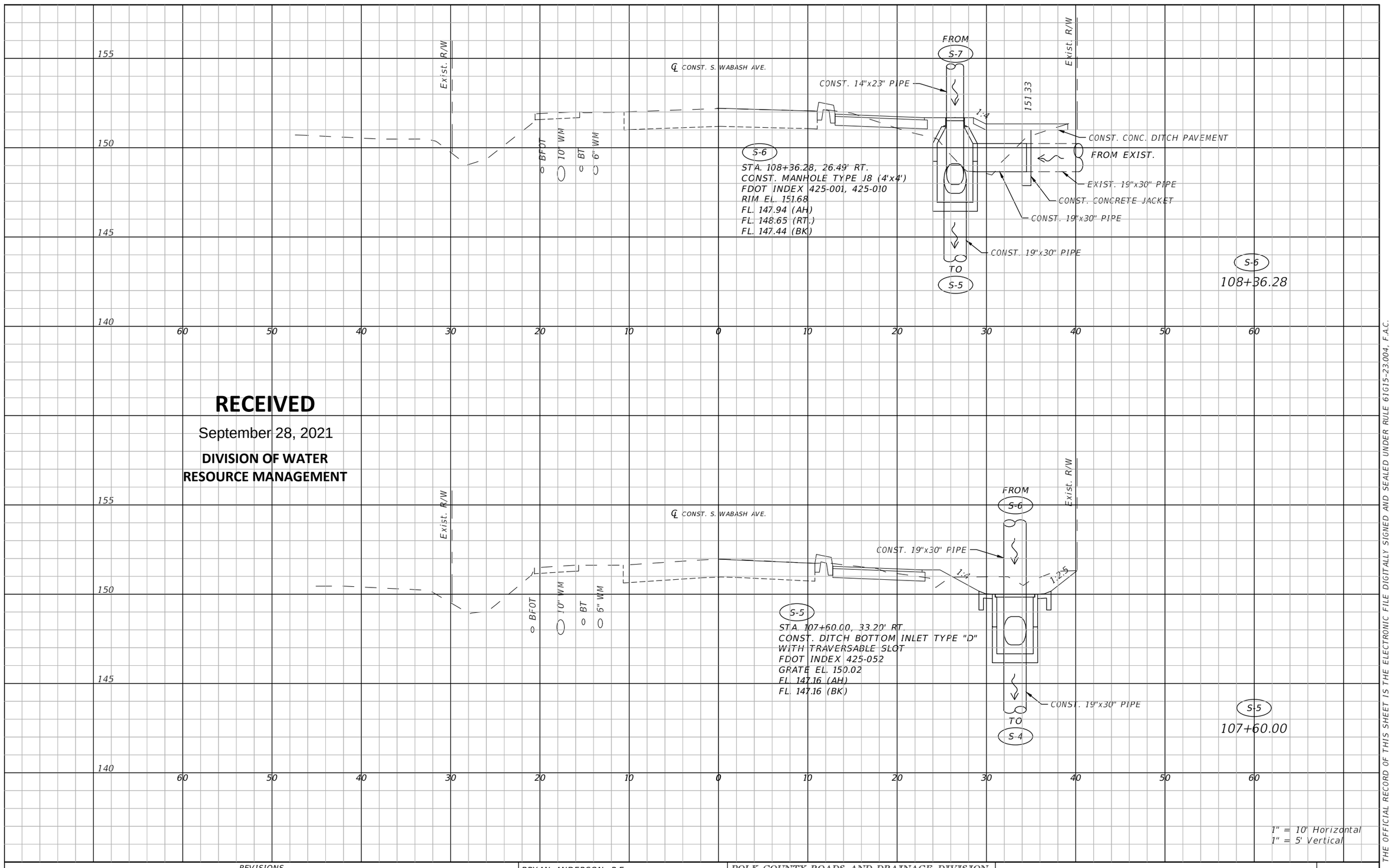
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (2)

SHEET NO. 31

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

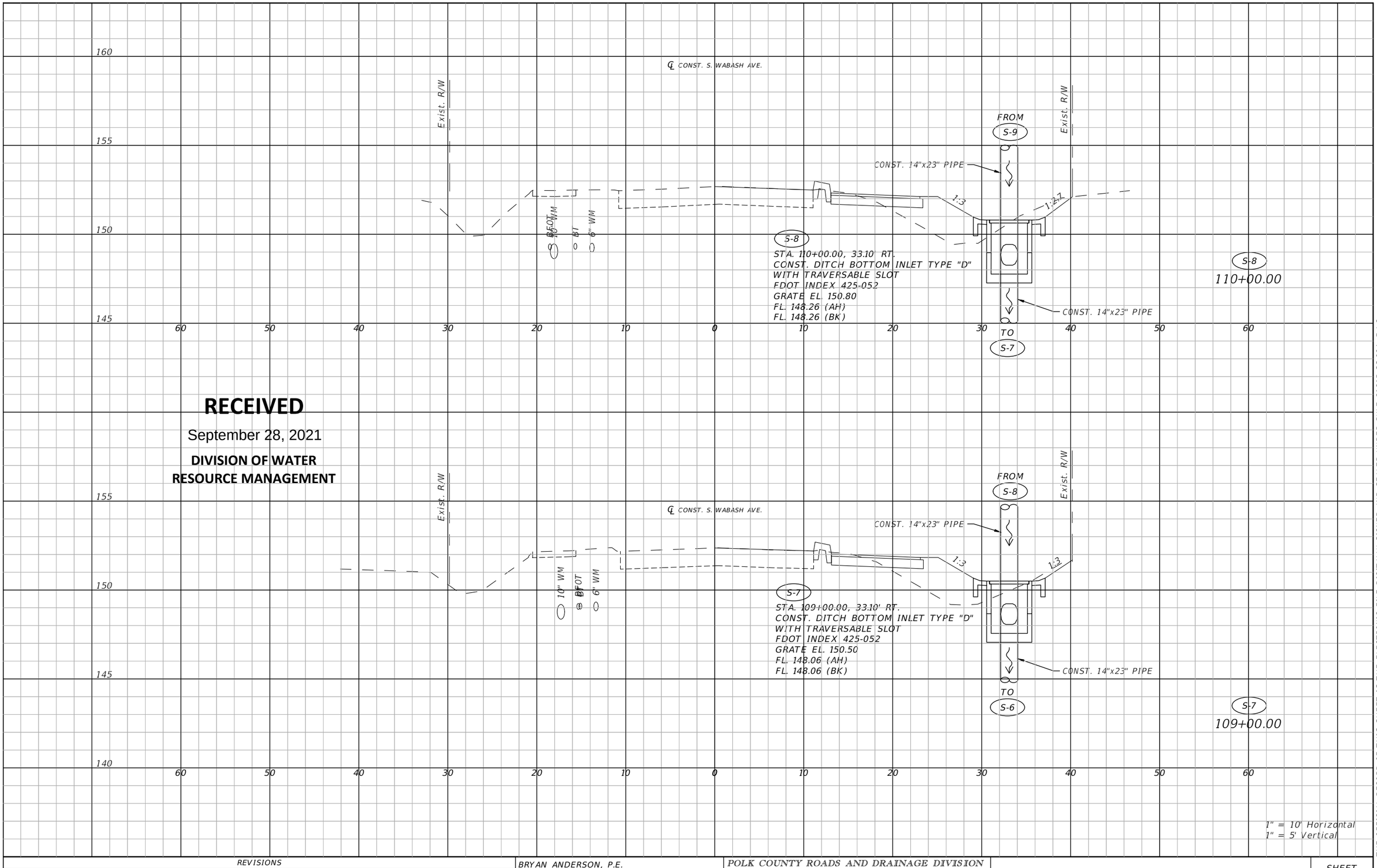
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (3)

SHEET NO. 32

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

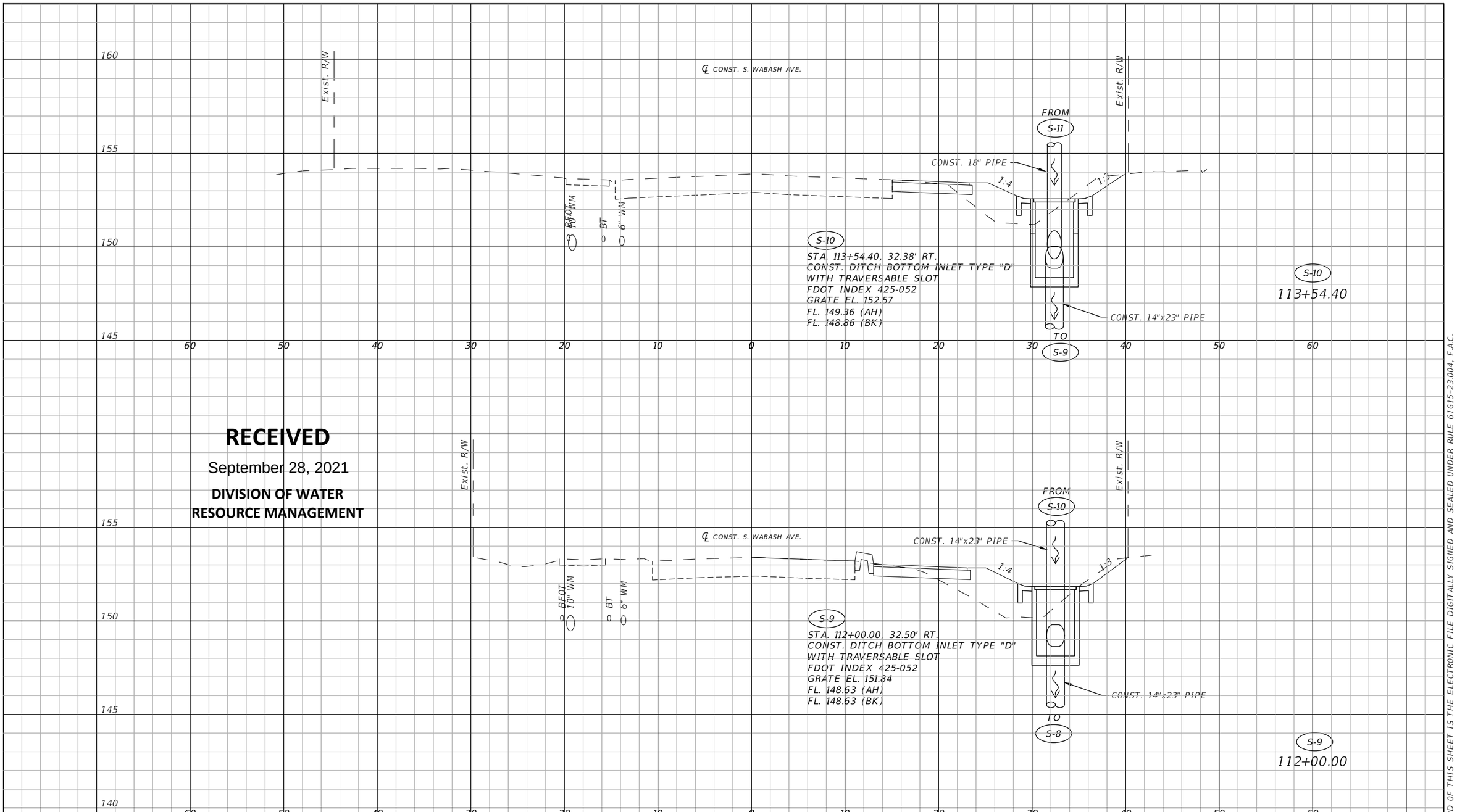
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (4)

SHEET NO. 33

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

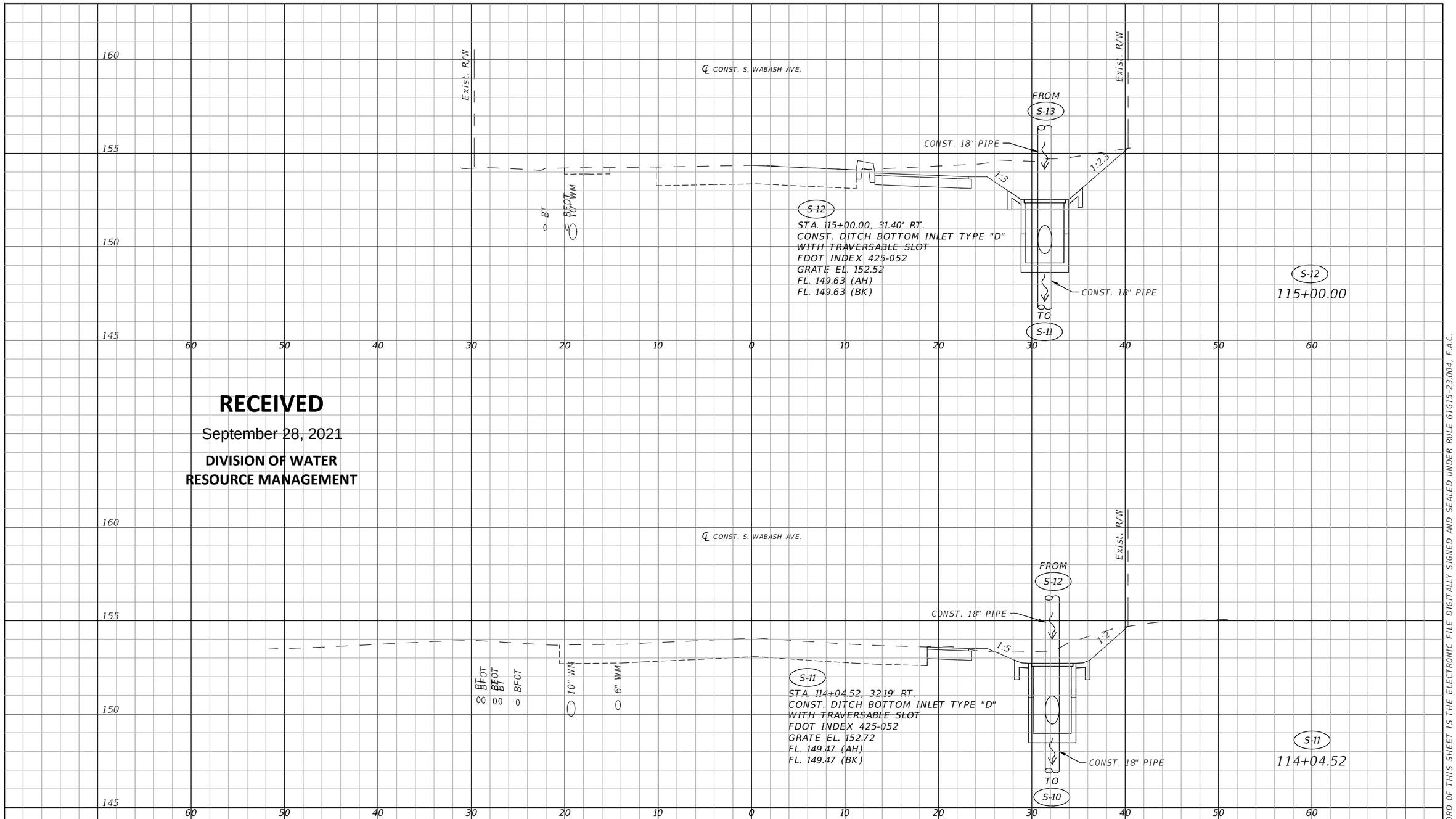
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (5)

SHEET NO. 34

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT

1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

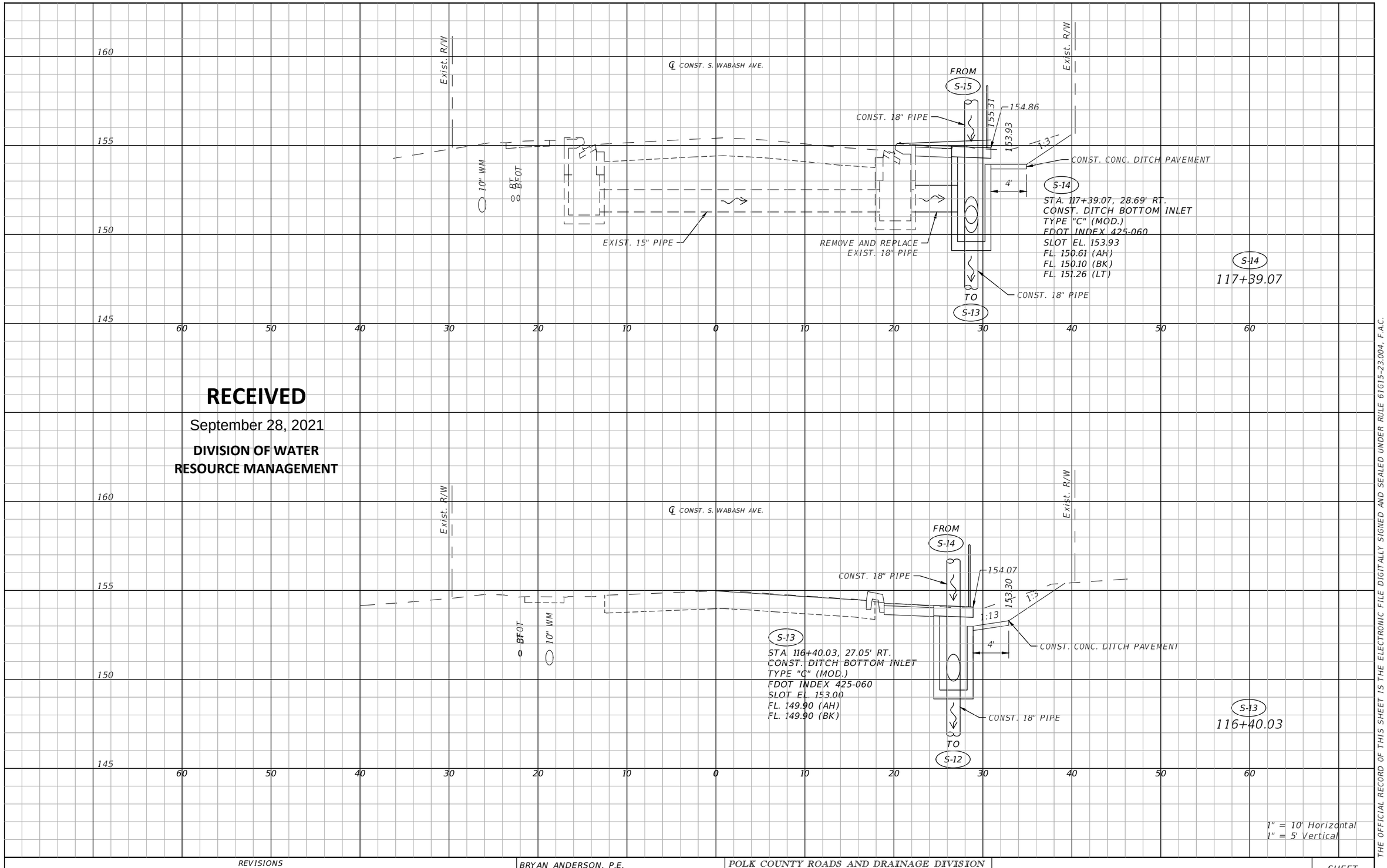
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (6)

SHEET NO. 35

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

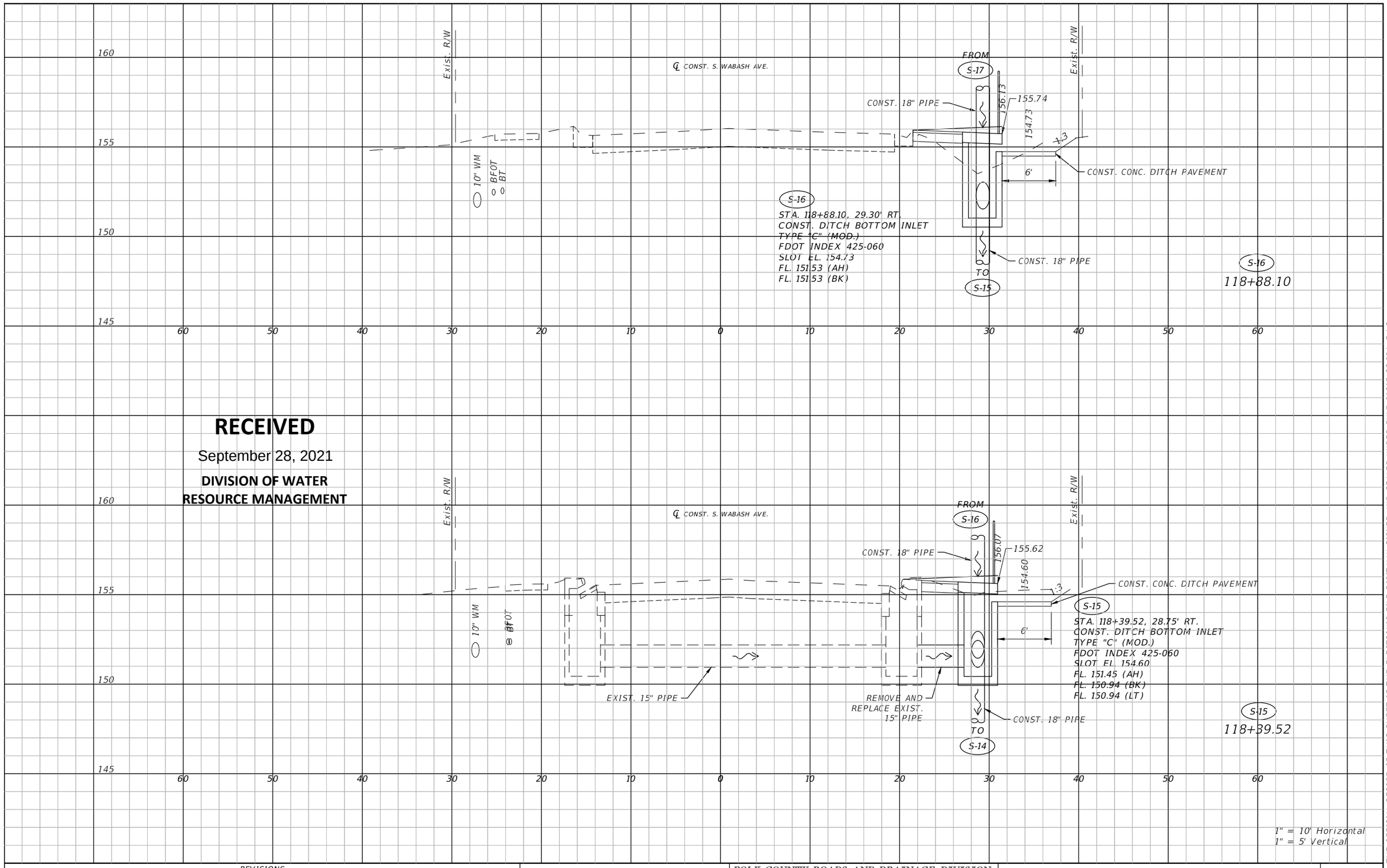
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (7)

SHEET NO. 36

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

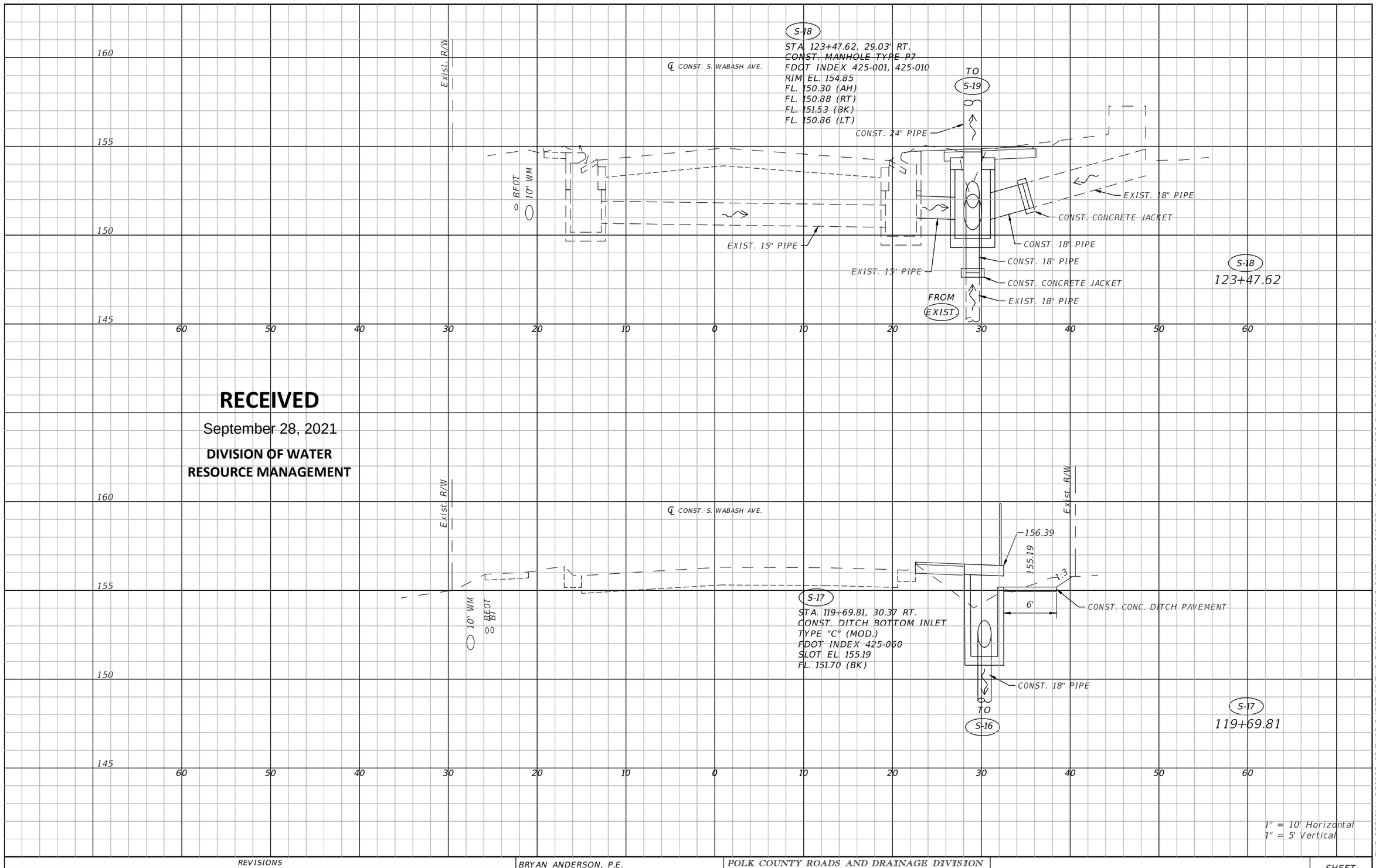
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (8)

SHEET NO. 37

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

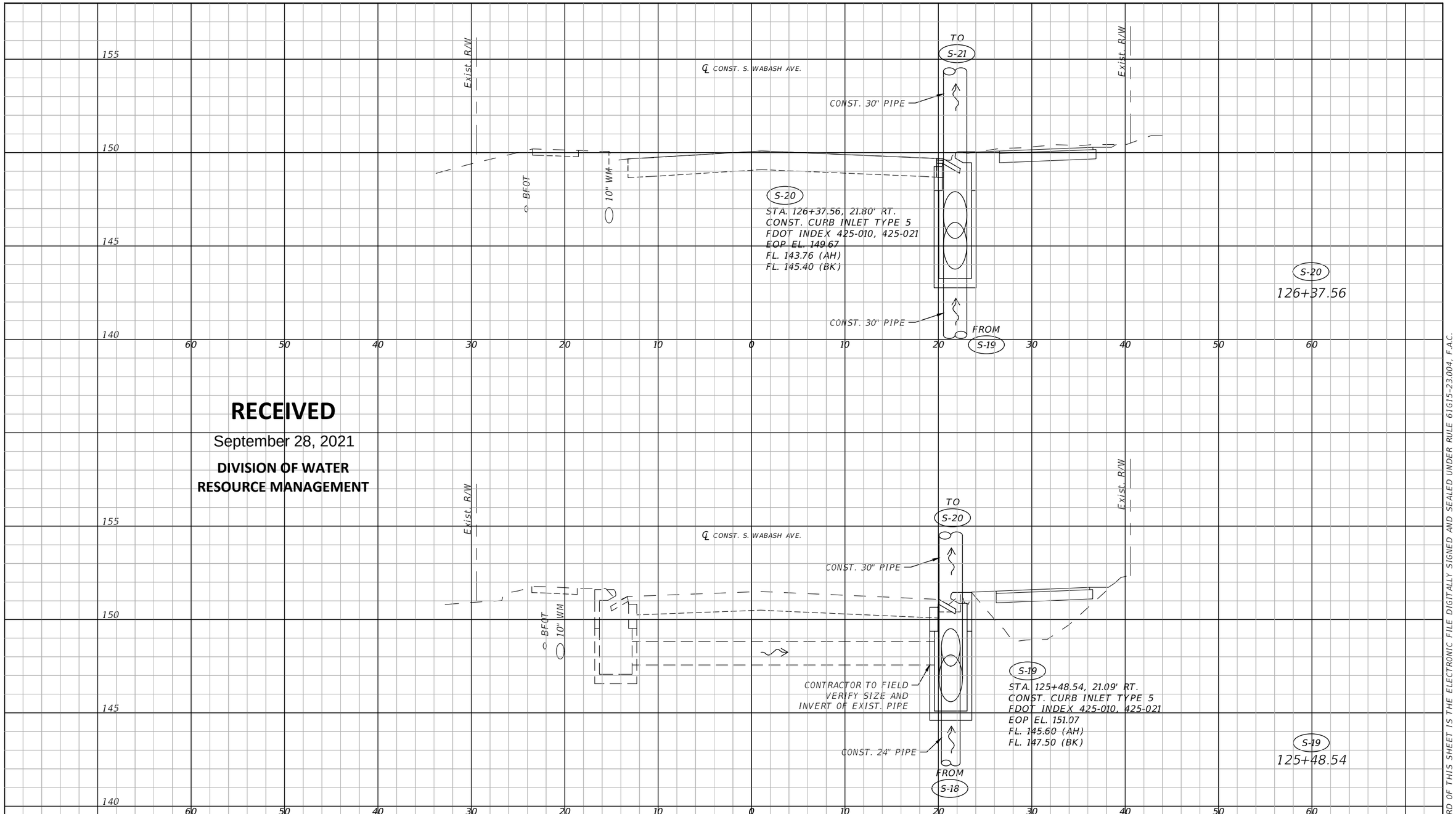
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (9)

SHEET NO. 38

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

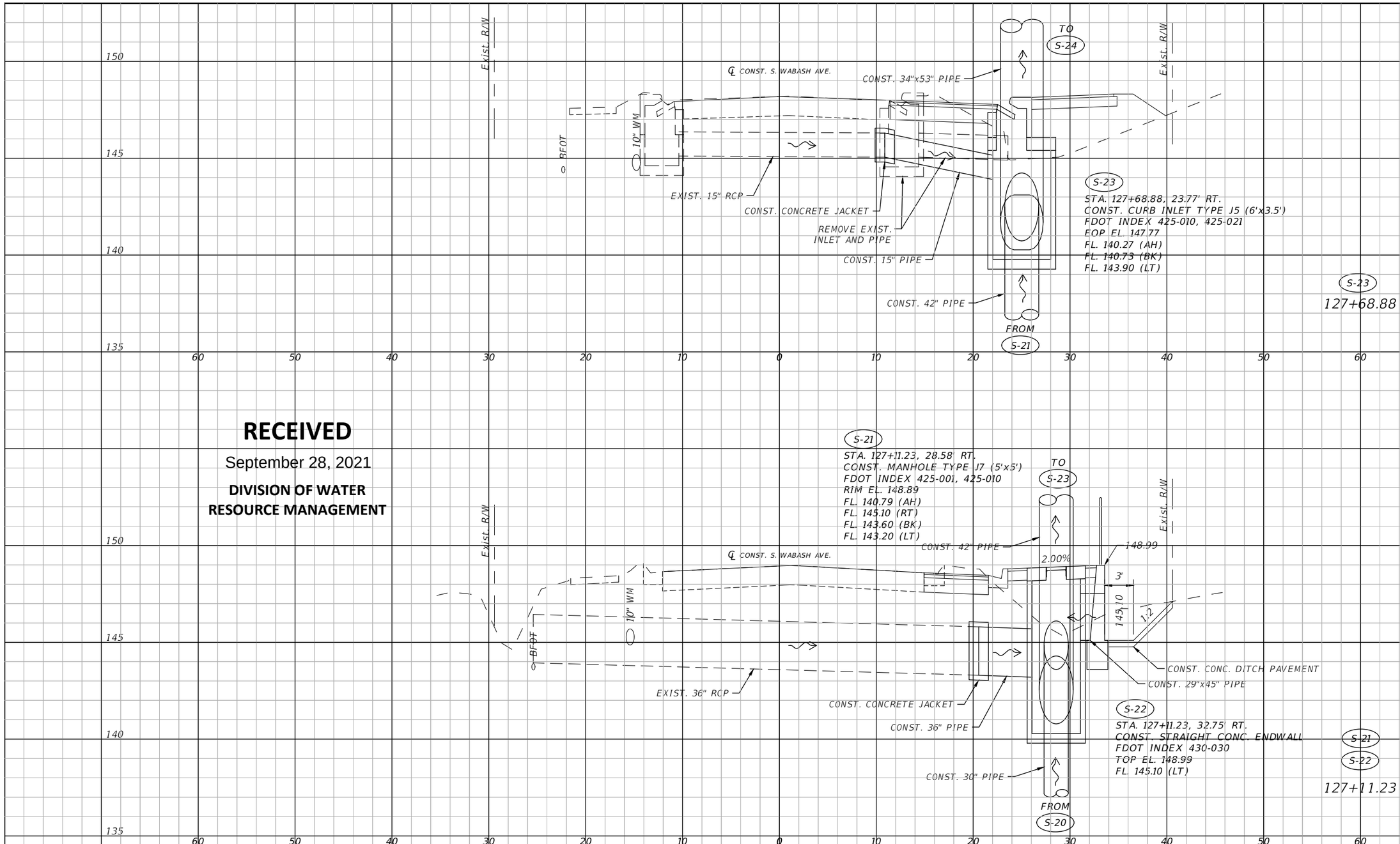
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (10)

SHEET NO. 39

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

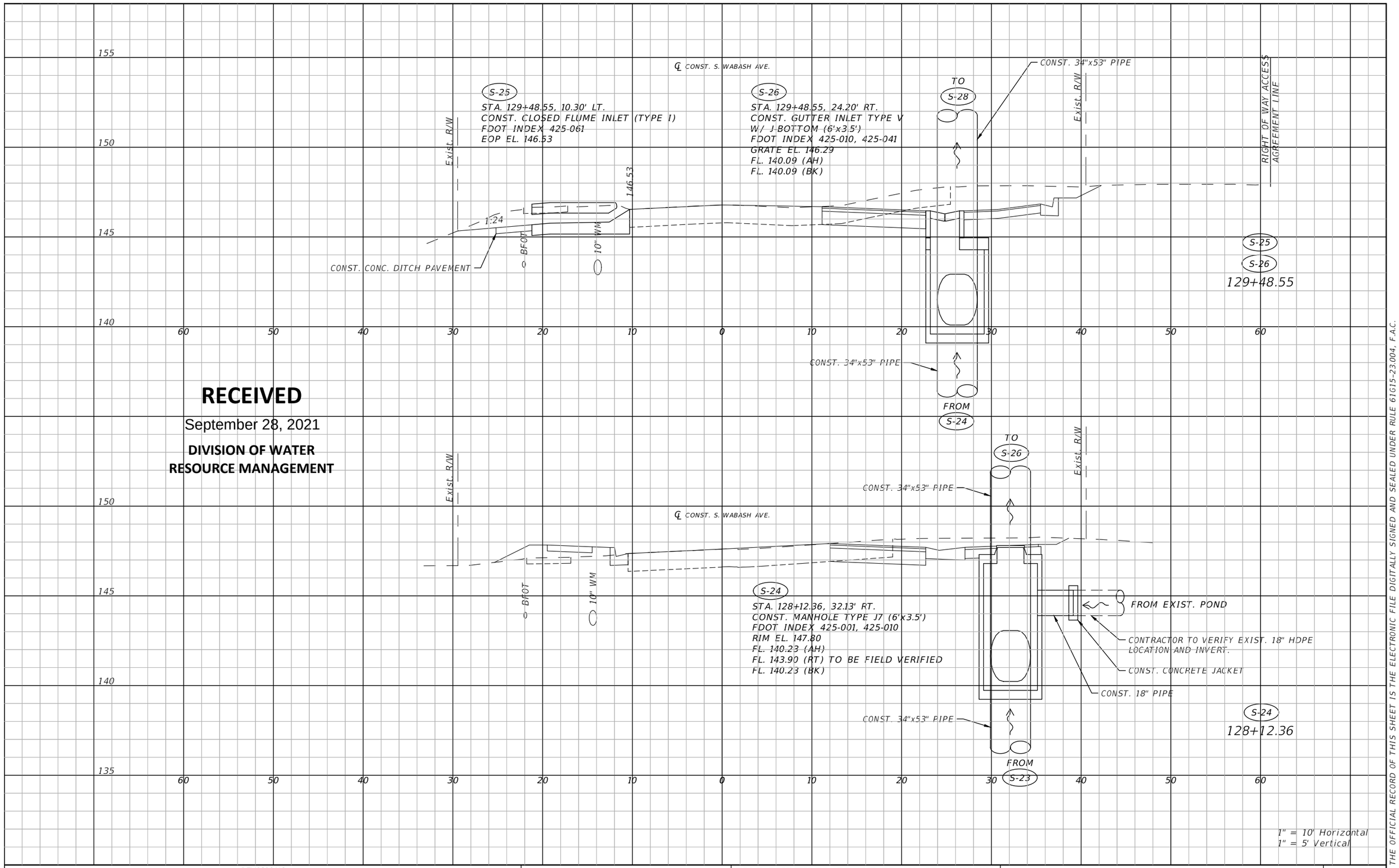
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (11)

SHEET NO. 40

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

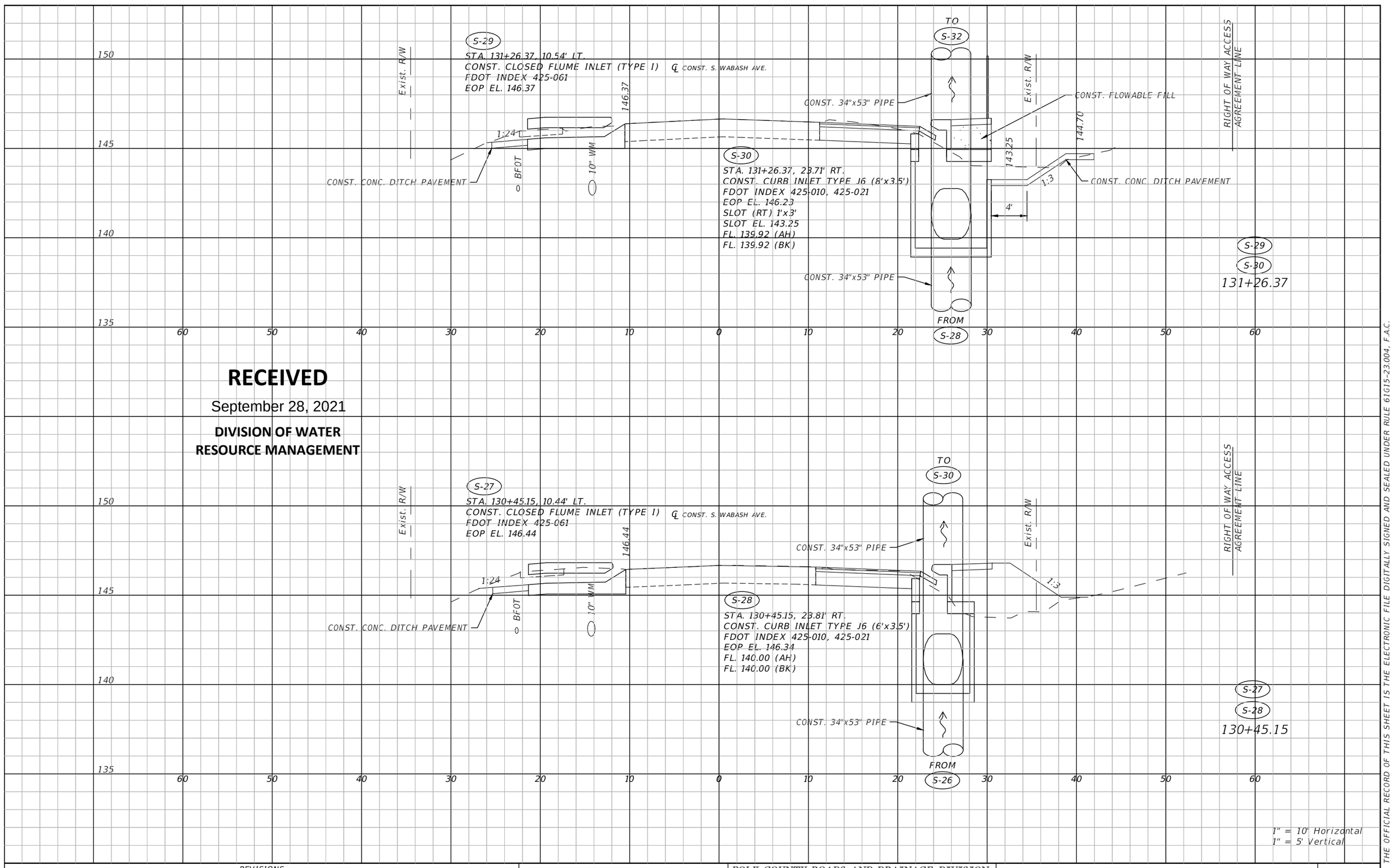
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (12)

SHEET NO. 41



RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

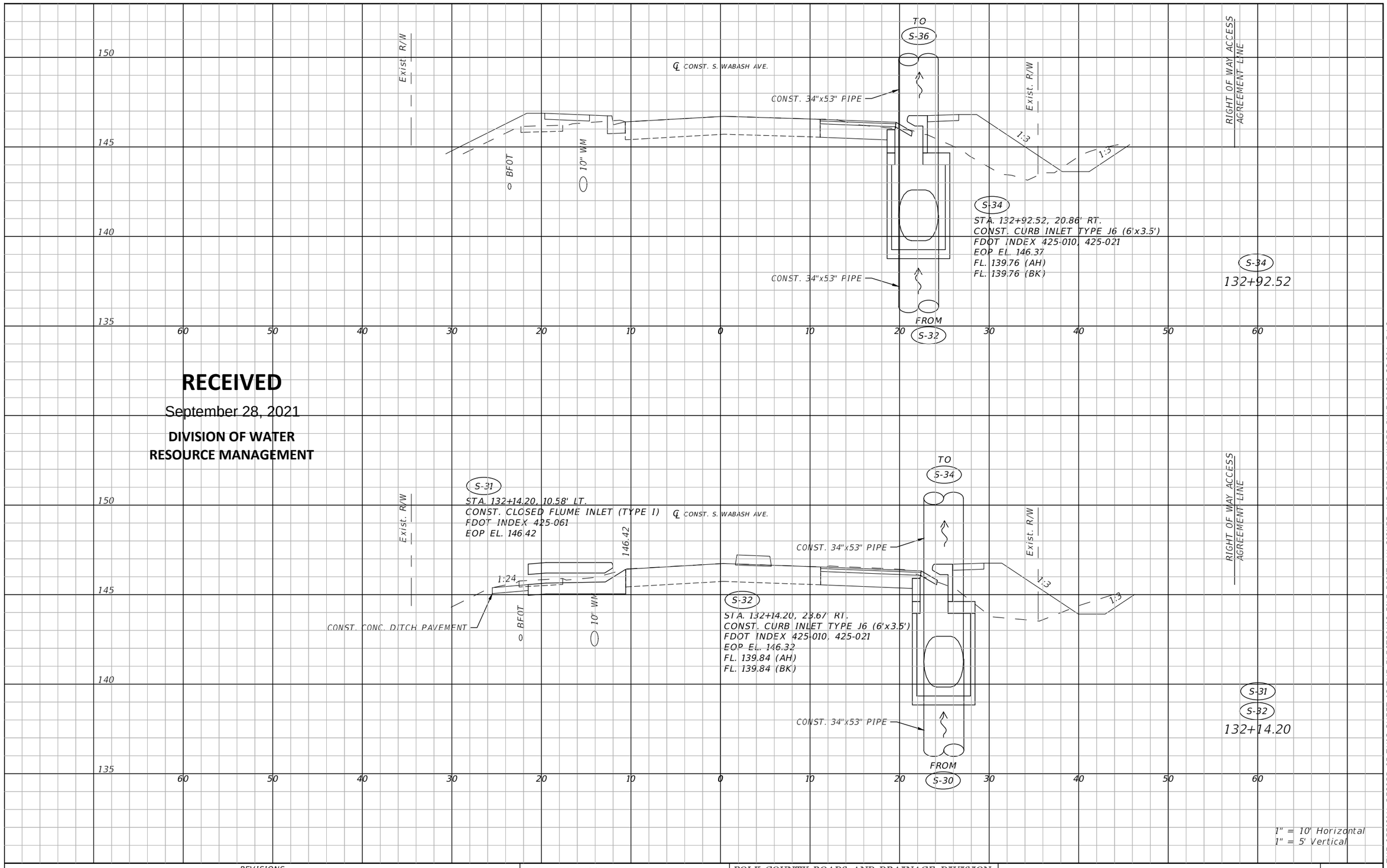
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (13)

SHEET NO. 42

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

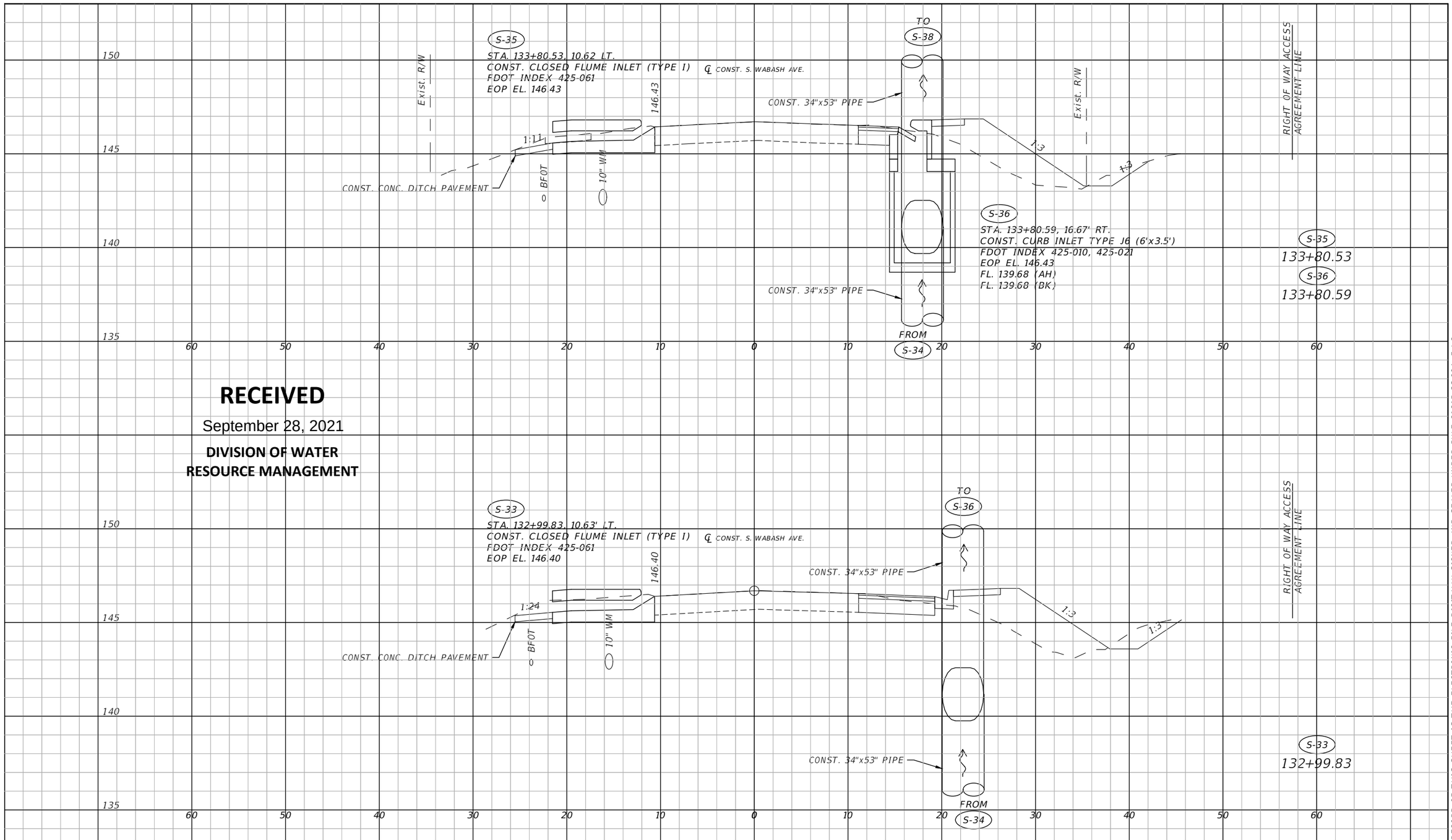
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (14)

SHEET NO. 43

James Greene 9/14/2021 7:59:16 PM P:\PR58964\44184715201\Drainage\DRXSRD01.dwg



RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

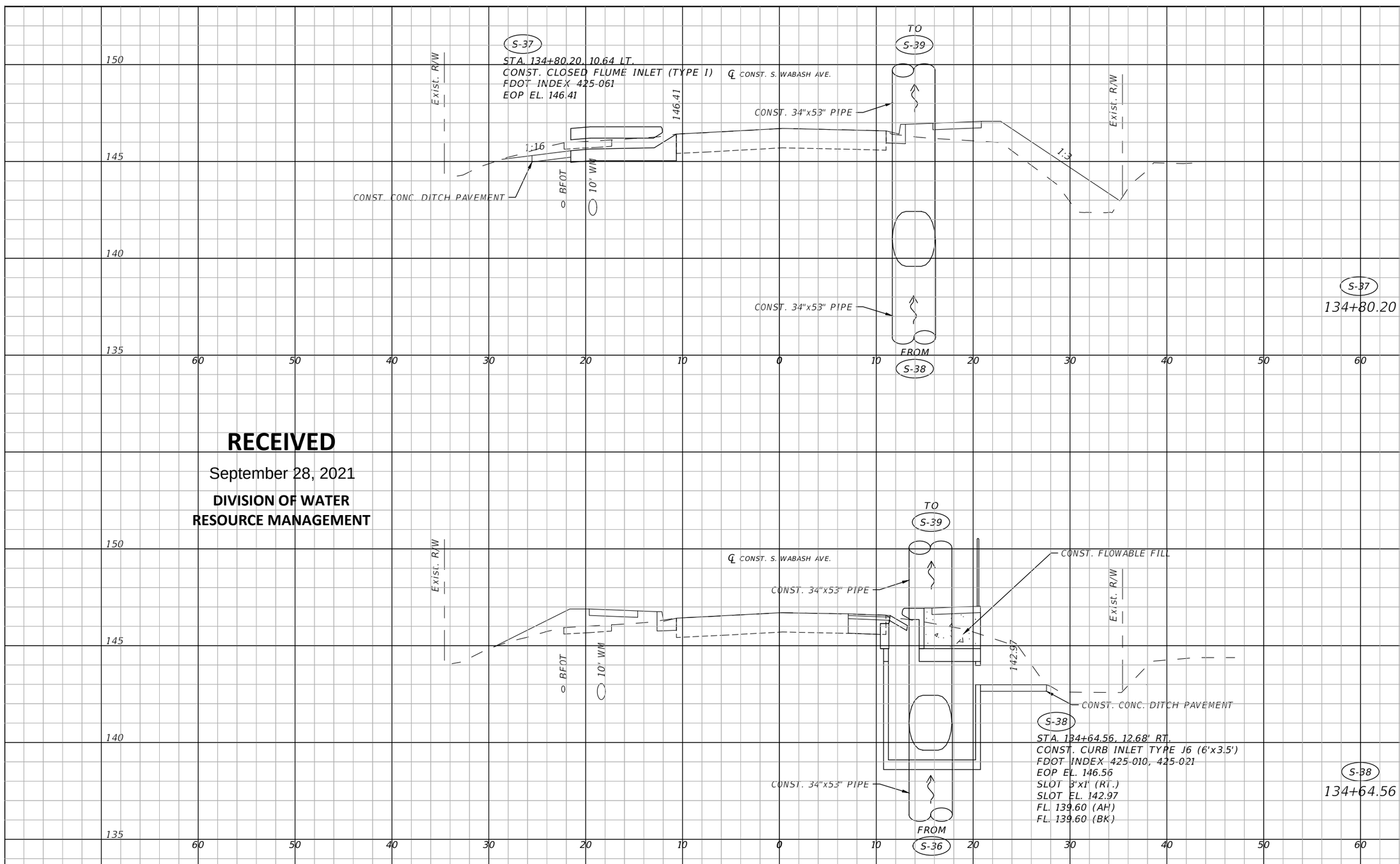
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (15)

SHEET NO. 44



RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

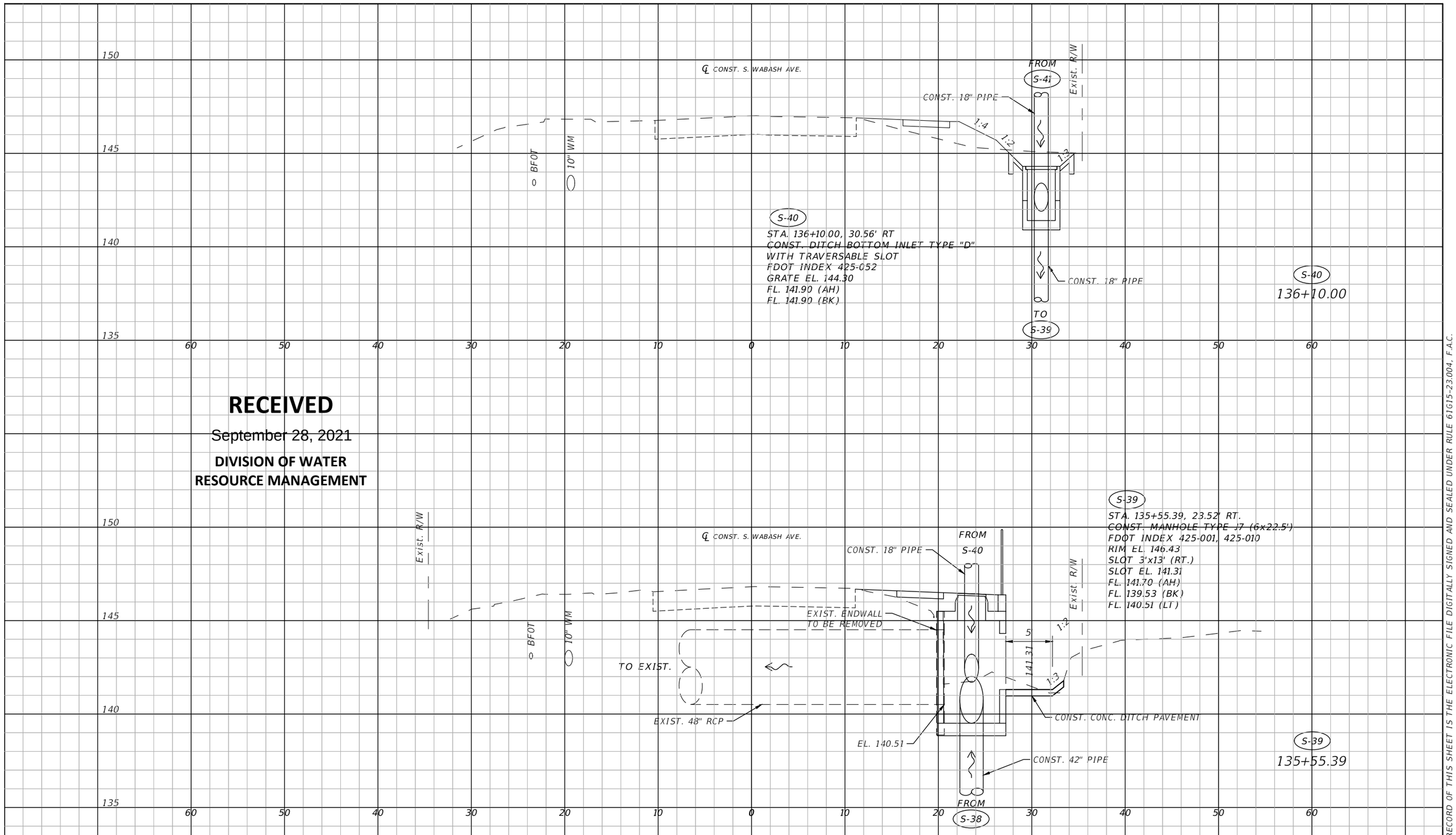
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (16)

SHEET NO. 45



RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT

1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

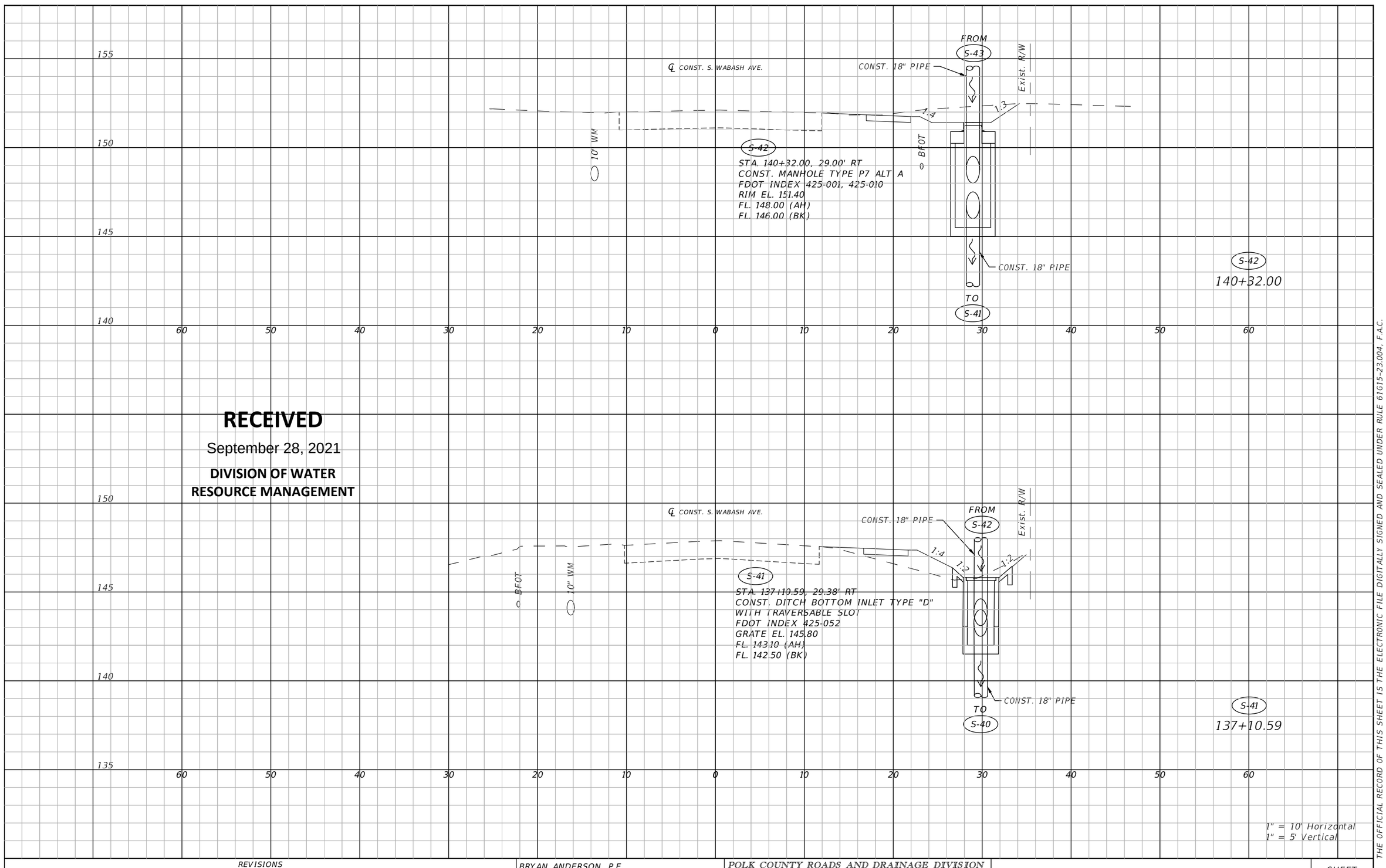
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (17)

SHEET NO. 46

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

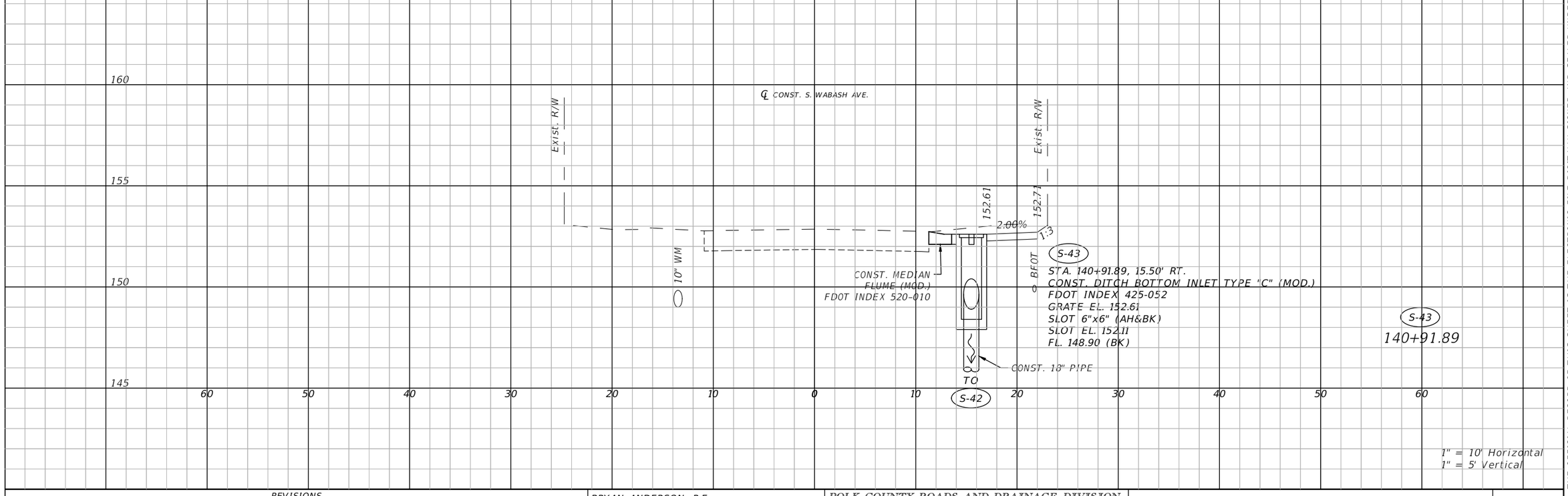
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (18)

SHEET NO. 47

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRAINAGE STRUCTURES (19)

SHEET NO. 48

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
MATERIALS AND RESEARCH

DATE OF SURVEY: NOV 2020
SURVEY MADE BY: MADRID CPWG
SUBMITTED BY: PAUL PASSE, P.E.

PROJECT NAME: S. WABASH AVE MULTI-USE TRAIL FROM ARIANA ST TO W HICKORY ST

FINANCIAL PROJECT ID. 441847-1-52-01

DISTRICT: DISTRICT
ROAD NO.: N/A
COUNTY: POLK

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS

	ORGANIC CONTENT			SIEVE ANALYSIS RESULTS % PASS						ATTERBERG LIMITS (%)					CORROSION TEST RESULTS				
STRATUM NO.	NO. OF TESTS	% ORGANIC	MOISTURE CONTENT	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTIC INDEX	AASHTO GROUP	DESCRIPTION	NO. OF TESTS	RESISTIVITY ohms-cm	CHLORIDE ppm	SULFATES ppm	pH
1	1	3.2	3.9-24.4	6	-	-	-	-	3.3-9.7	-	-	-	A-3	VERY DARK GRAY SAND TO SAND WITH SILT	-	-	-	-	-
2	1	2.6	15-26	2	-	-	-	-	11-13	-	-	-	A-2-4	LIGHT GRAY TO DARK GRAY SAND WITH SILT TO SILTY SAND	-	-	-	-	-

EMBANKMENT AND SUBGRADE MATERIAL NOTES

1. THE MATERIAL FROM STRATUM 1 (A-3) APPEARS SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH INDEX 120-001.

2. THE MATERIAL FROM STRATUM NUMBER 2 (A-2-4) APPEARS SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH INDEX 120-001. HOWEVER, THIS MATERIAL IS LIKELY TO RETAIN EXCESS MOISTURE AND MAY BE DIFFICULT TO DRY AND COMPACT. IT SHOULD BE USED IN THE EMBANKMENT ABOVE THE WATER LEVEL EXISTING AT THE TIME OF CONSTRUCTION.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

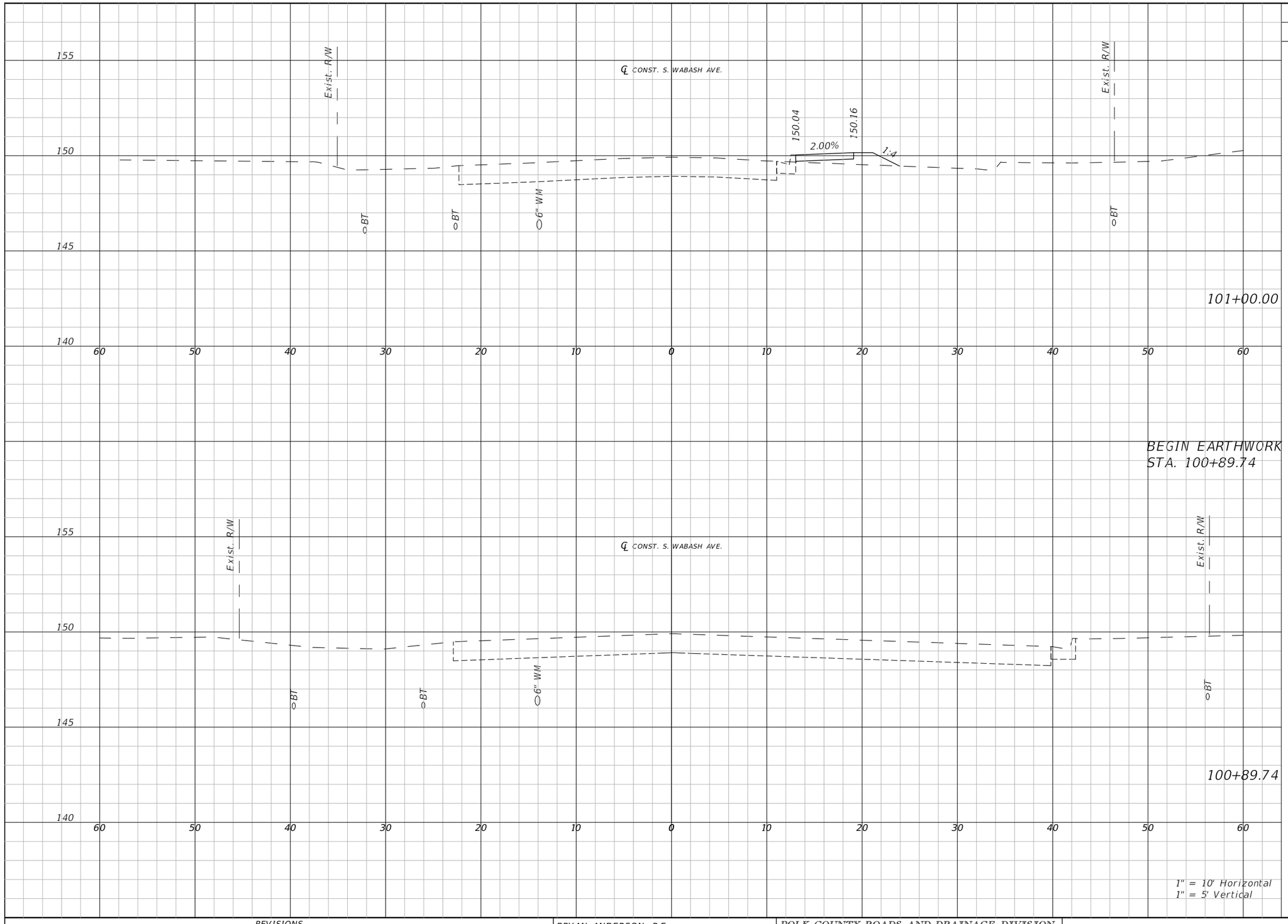
PAUL PASSE, P.E.
P.E. LICENSE NUMBER 34750
MADRID CPWG
2030 SR 60 E
BARTOW, FL 33830
CERTIFICATE OF AUTHORIZATION 6509

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	POLK	441847-1-58-01

ROADWAY SOIL SURVEY

SHEET NO. 49



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

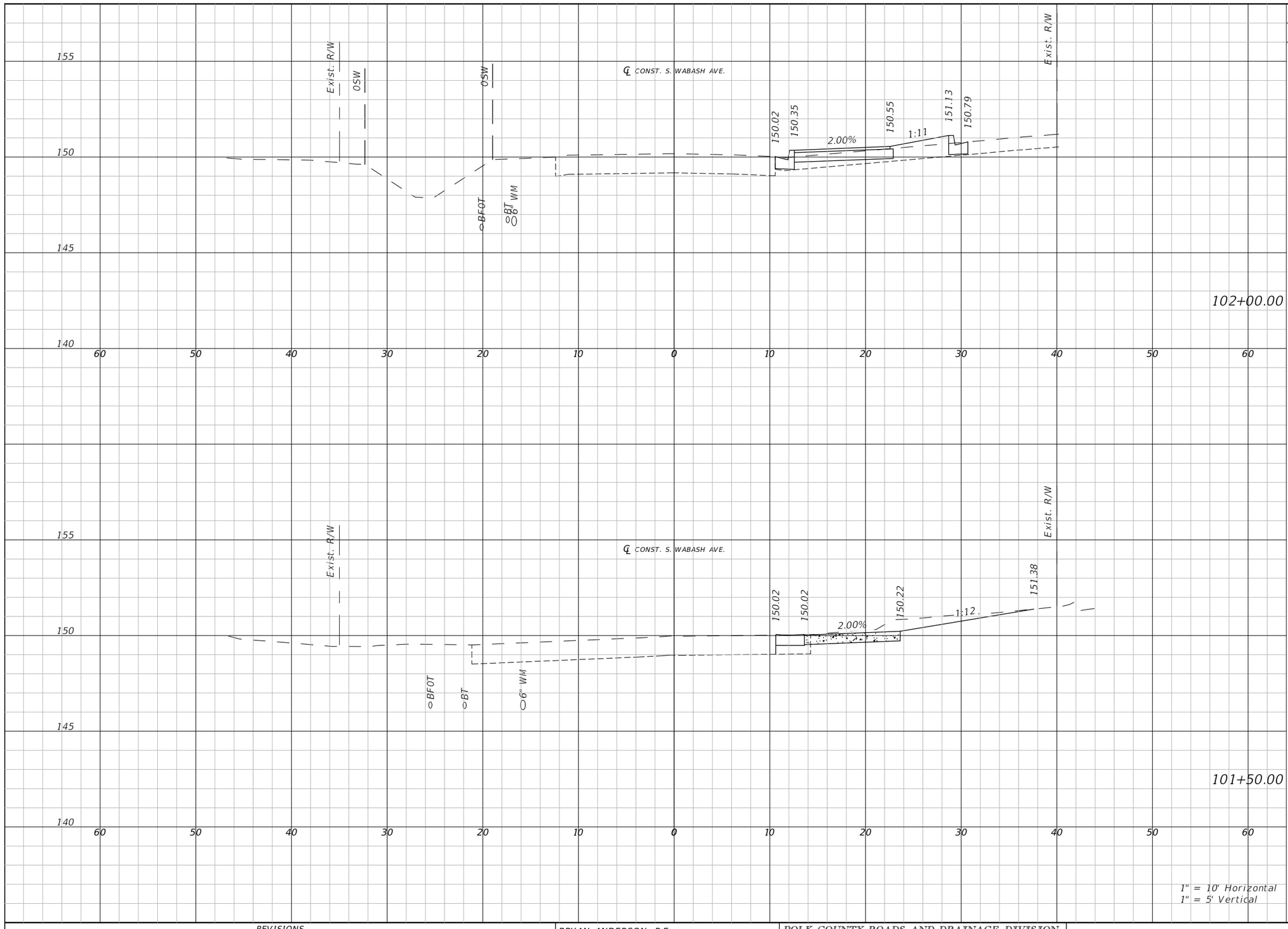
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (1)

SHEET NO. 50

James Greene 9/14/2021 8:00:21 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

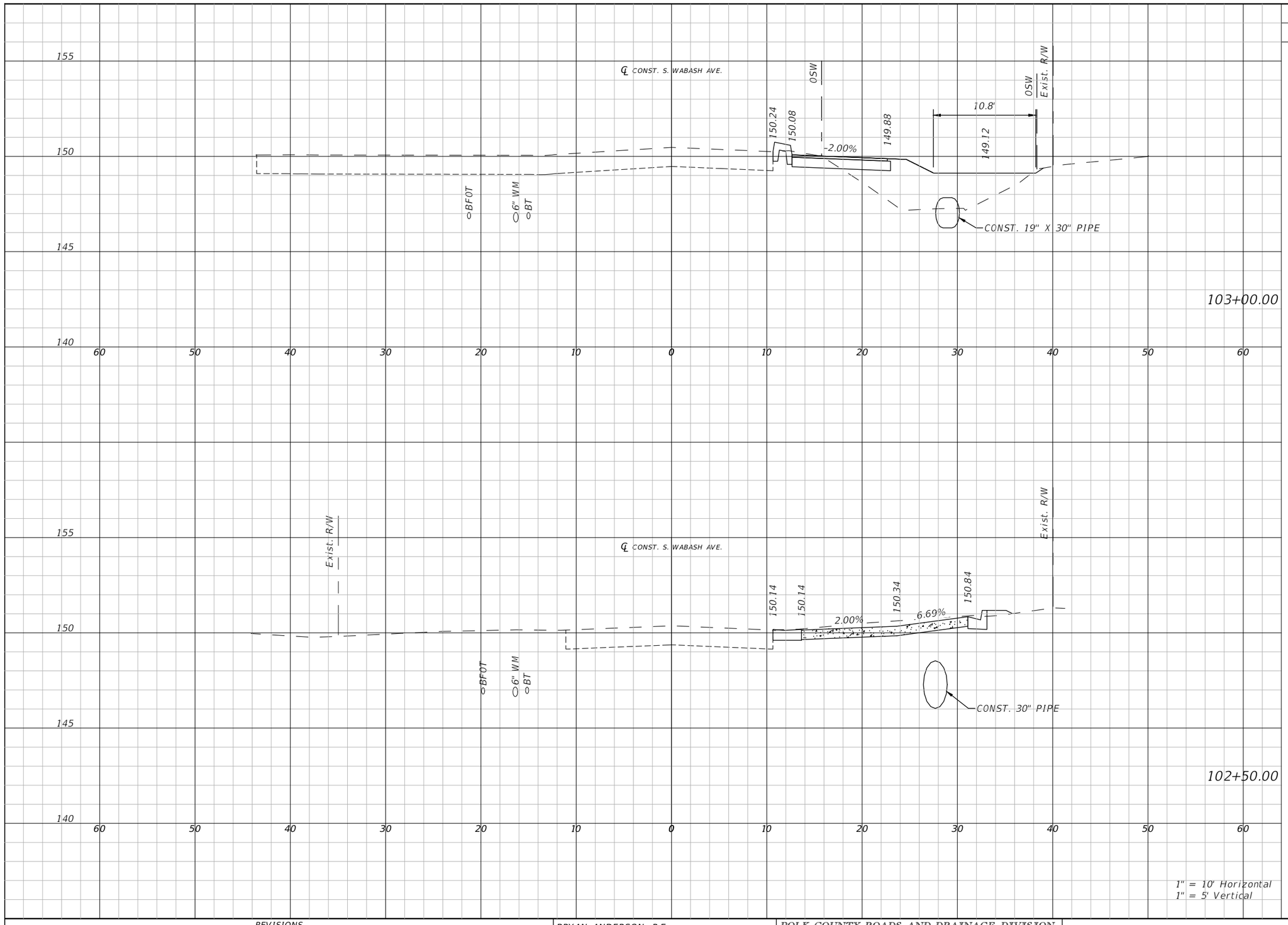
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (2)

SHEET NO. 51

James Greene 9/14/2021 8:00:31 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

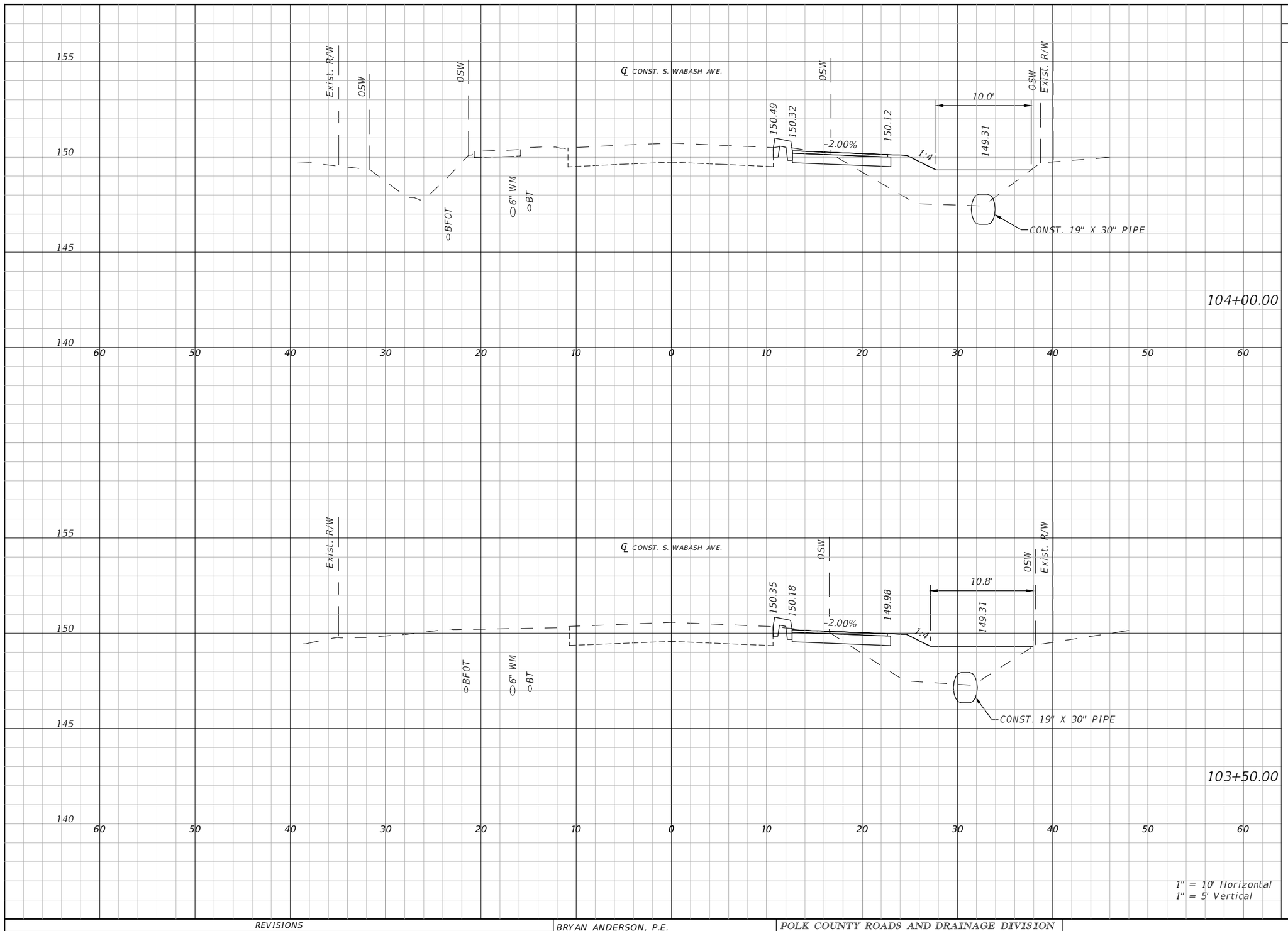
CROSS SECTIONS (3)

SHEET NO. 52

James Greene 9/14/2021 8:00:40 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)



RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

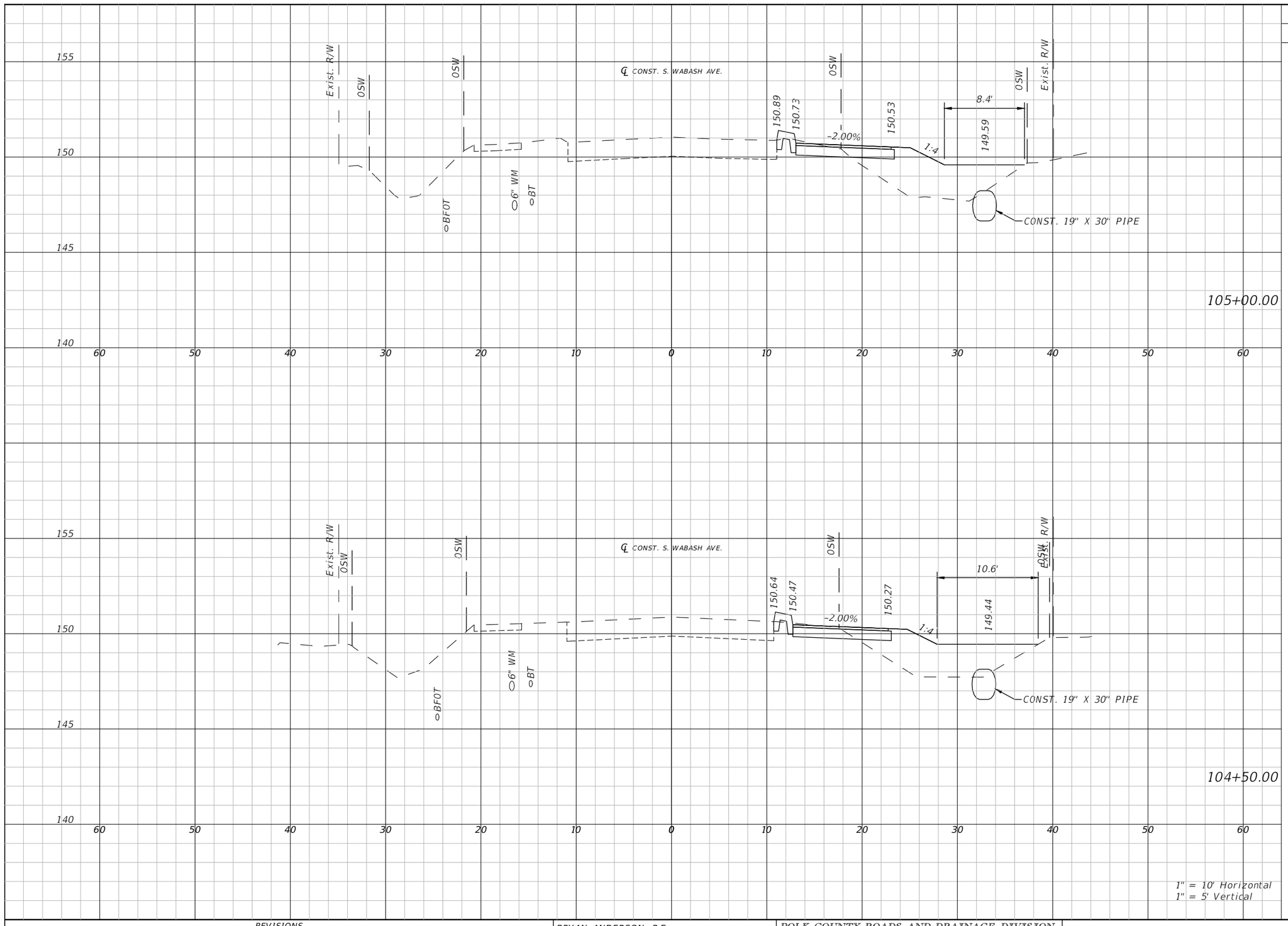
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (4)

SHEET NO. 53

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)



RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

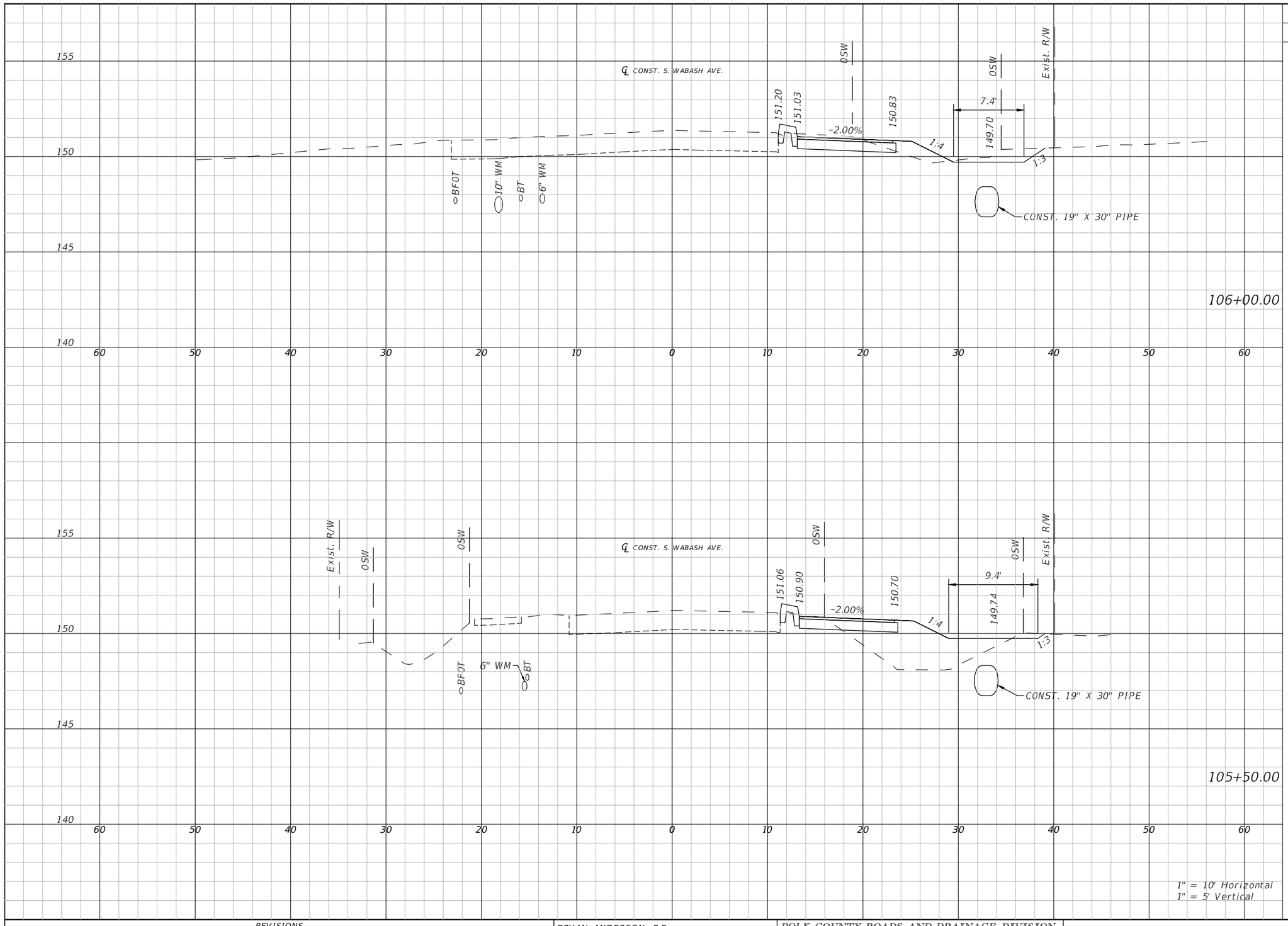
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (5)

SHEET NO. 54



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

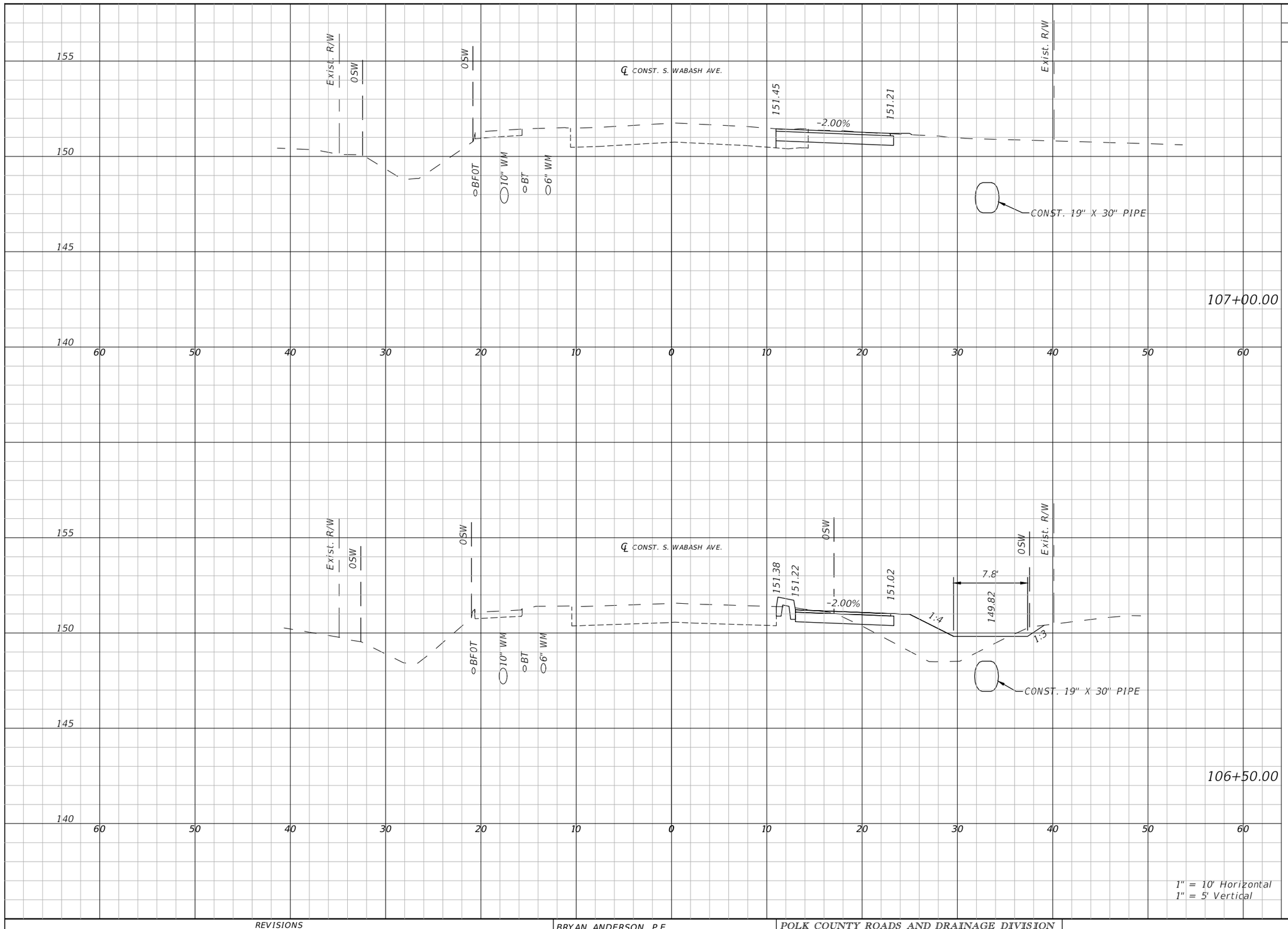
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (6)

SHEET NO. 55

James Greene 9/14/2021 8:01:11 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

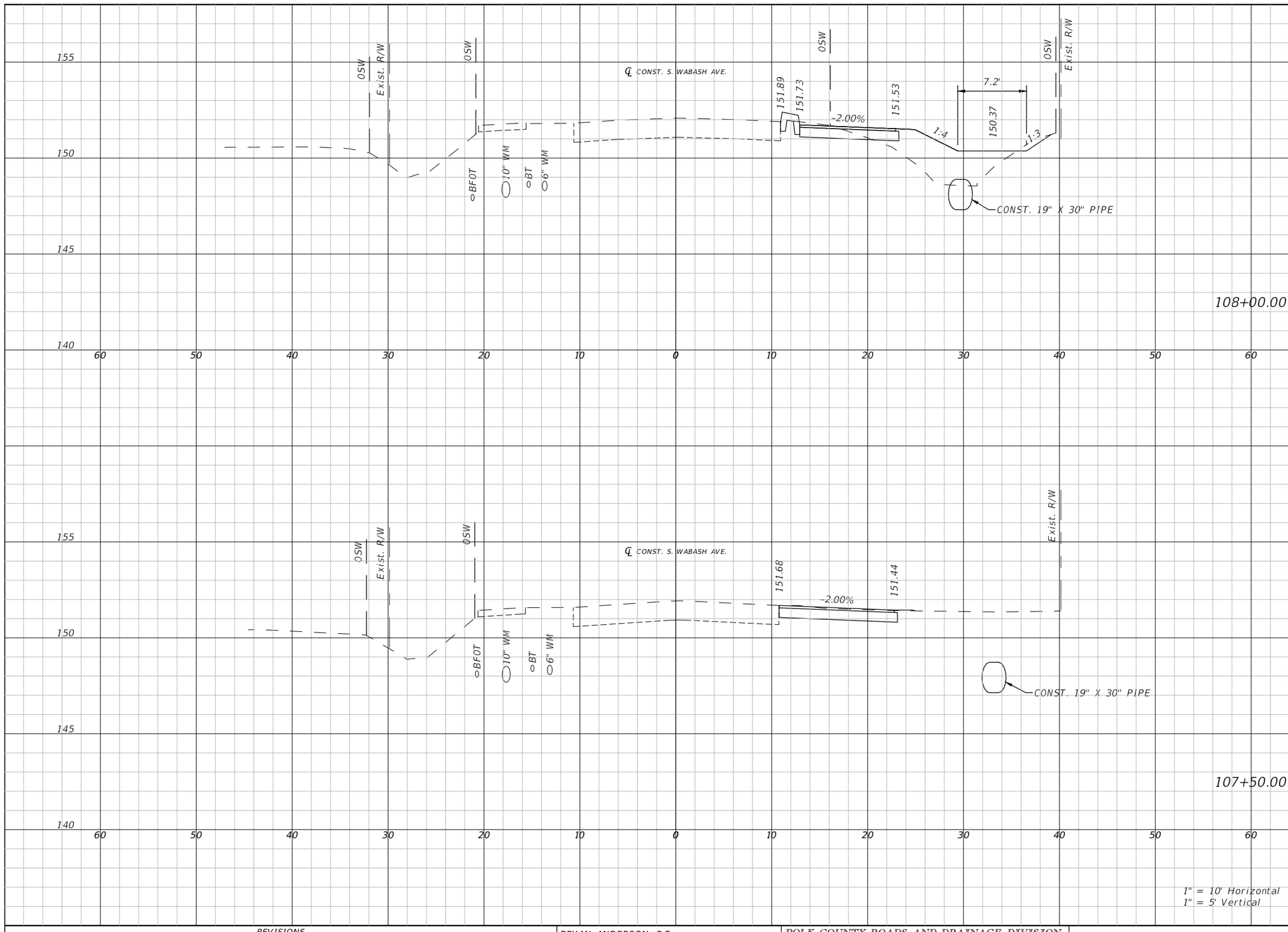
CROSS SECTIONS (7)

SHEET NO. 56

James Greene 9/14/2021 8:01:21 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)



1" = 10' Horizontal
1" = 5' Vertical

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (8)

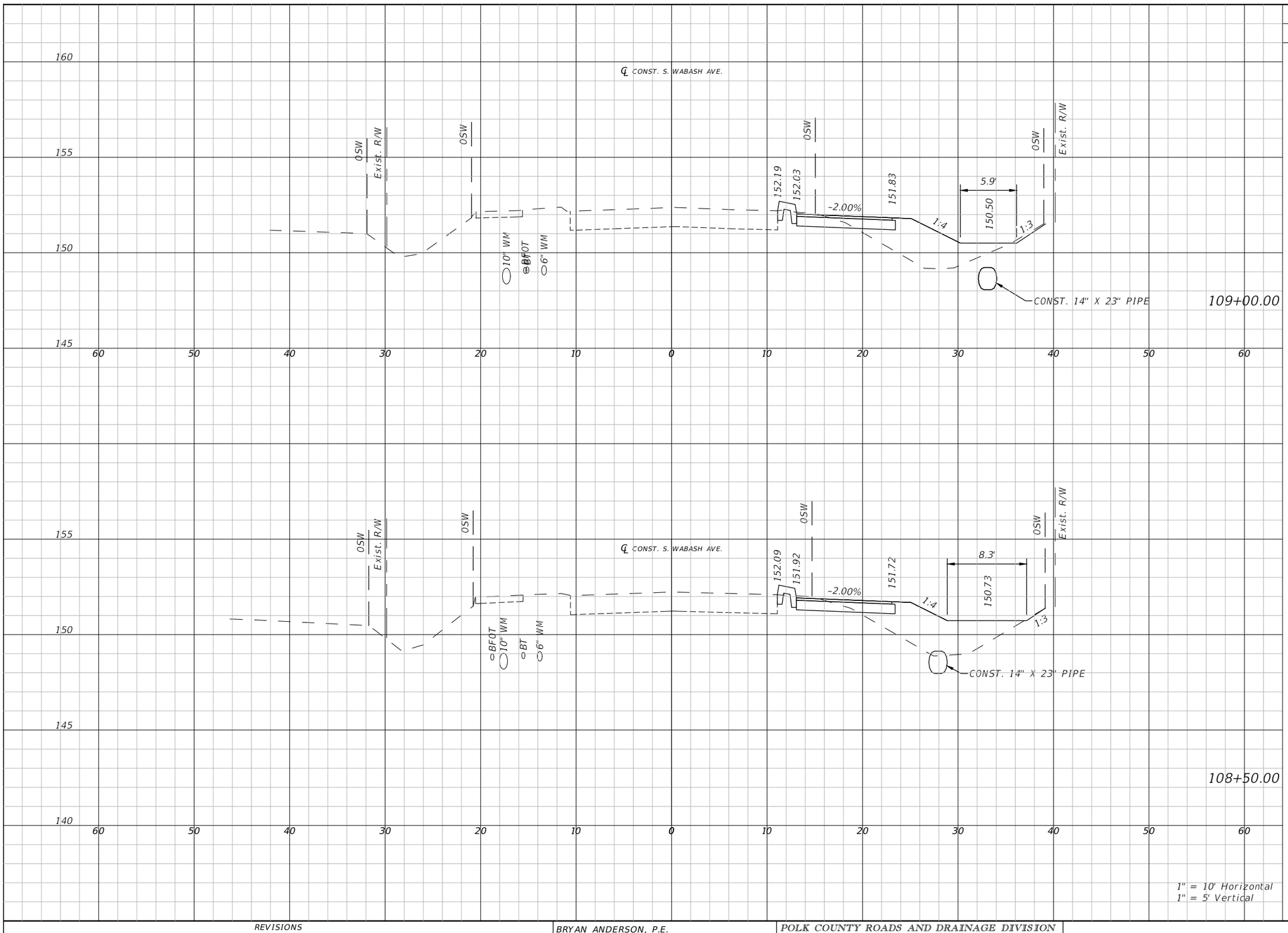
SHEET NO. 57

James Greene 9/14/2021 8:01:30 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

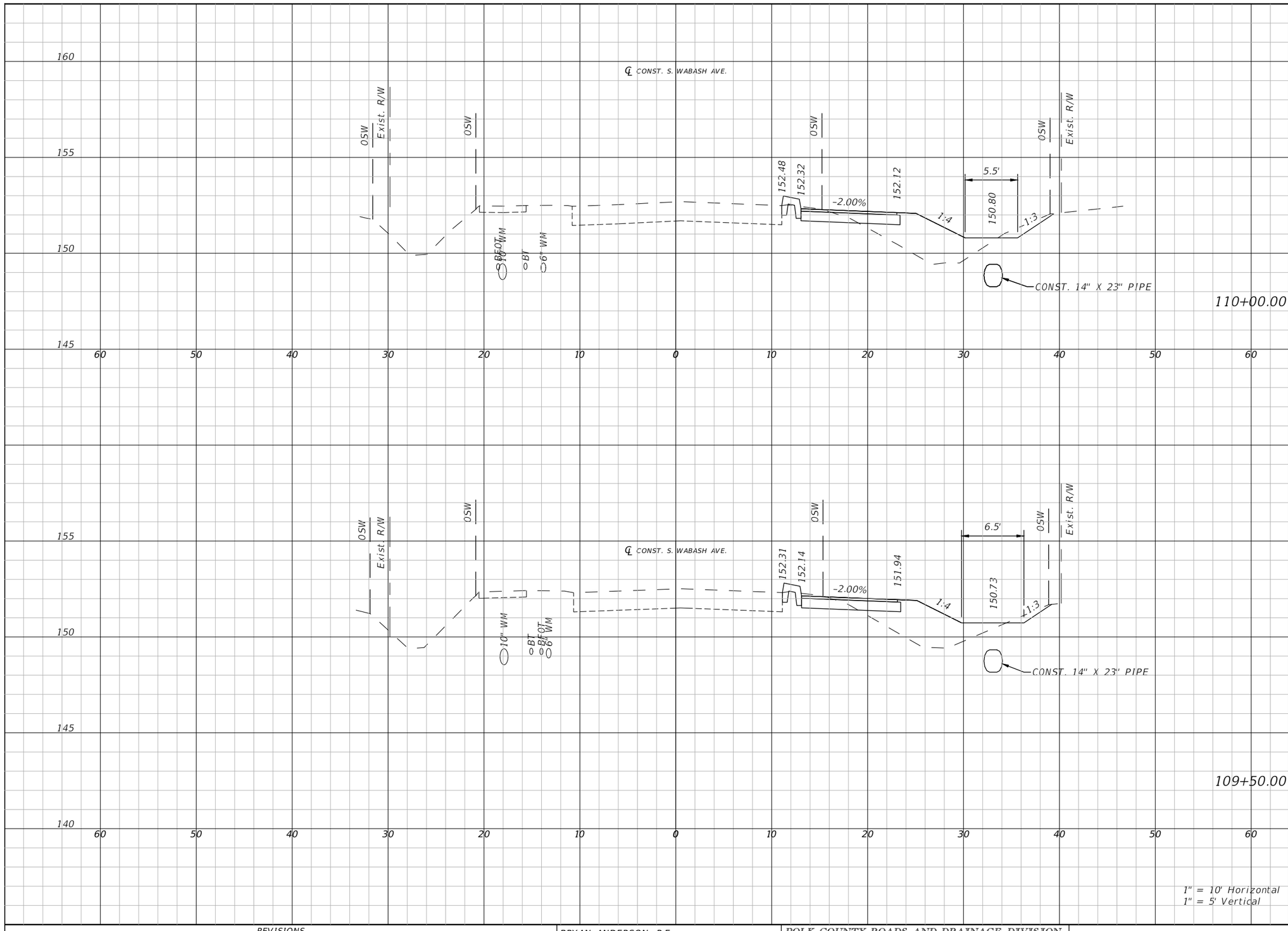
CROSS SECTIONS (9)

SHEET NO. 58

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 9/14/2021 8:01:40 PM P:\PR58964\44184715201\Roadway\RDXSRD01.dwg

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)



RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

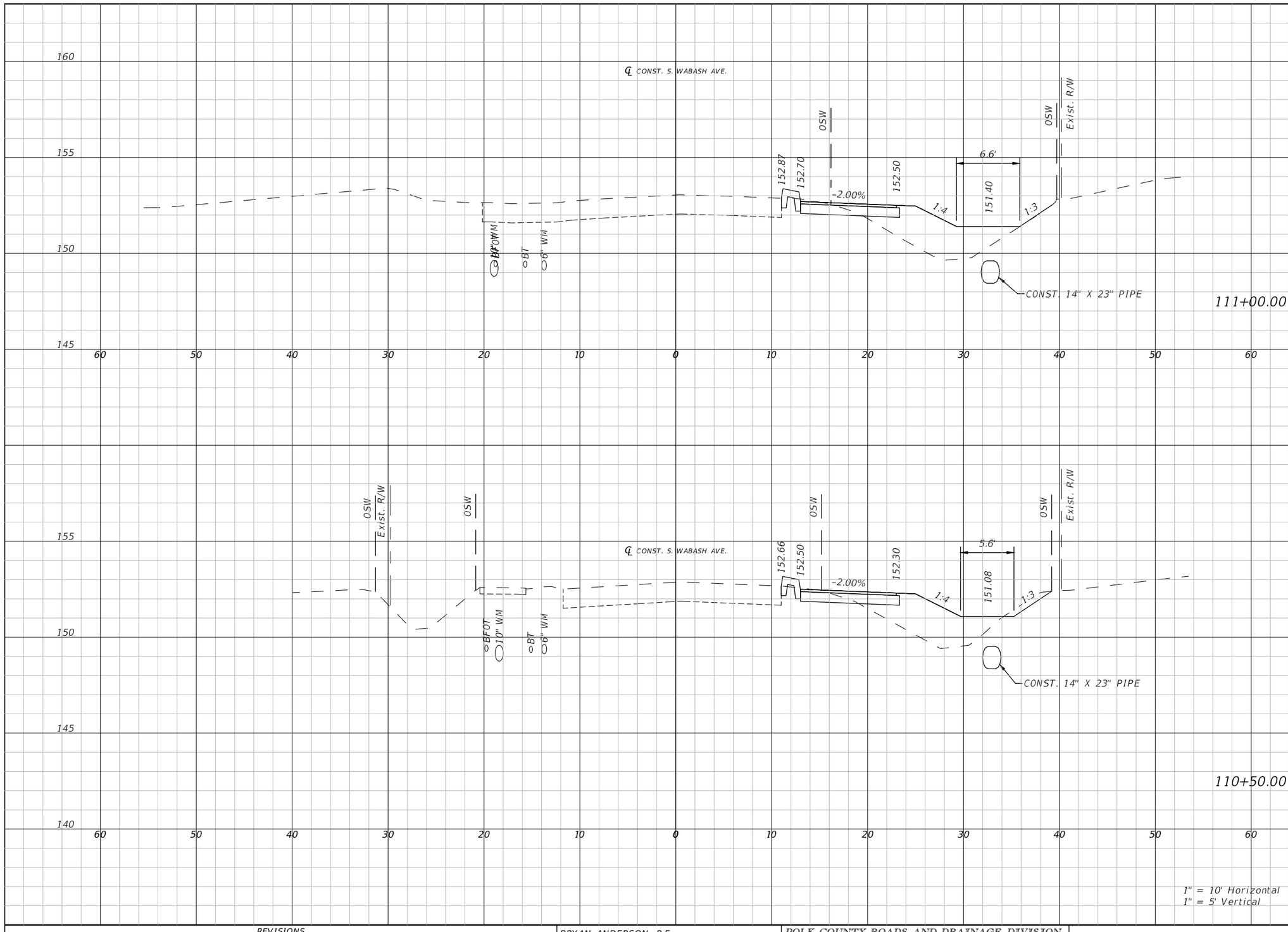
CROSS SECTIONS (10)

SHEET NO. 59

James Greene 9/14/2021 8:01:51 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)



RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

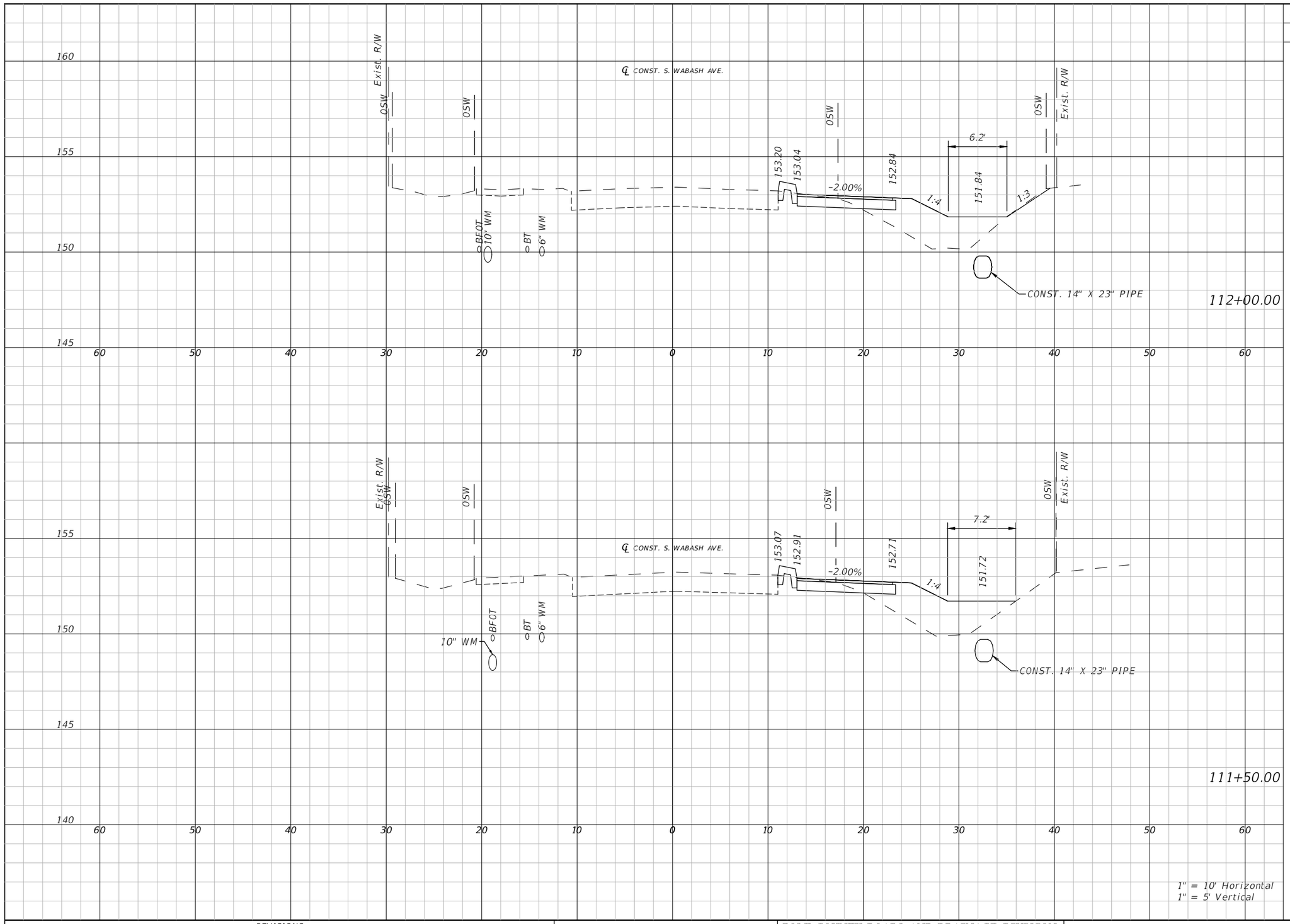
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (11)

SHEET NO. 60



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

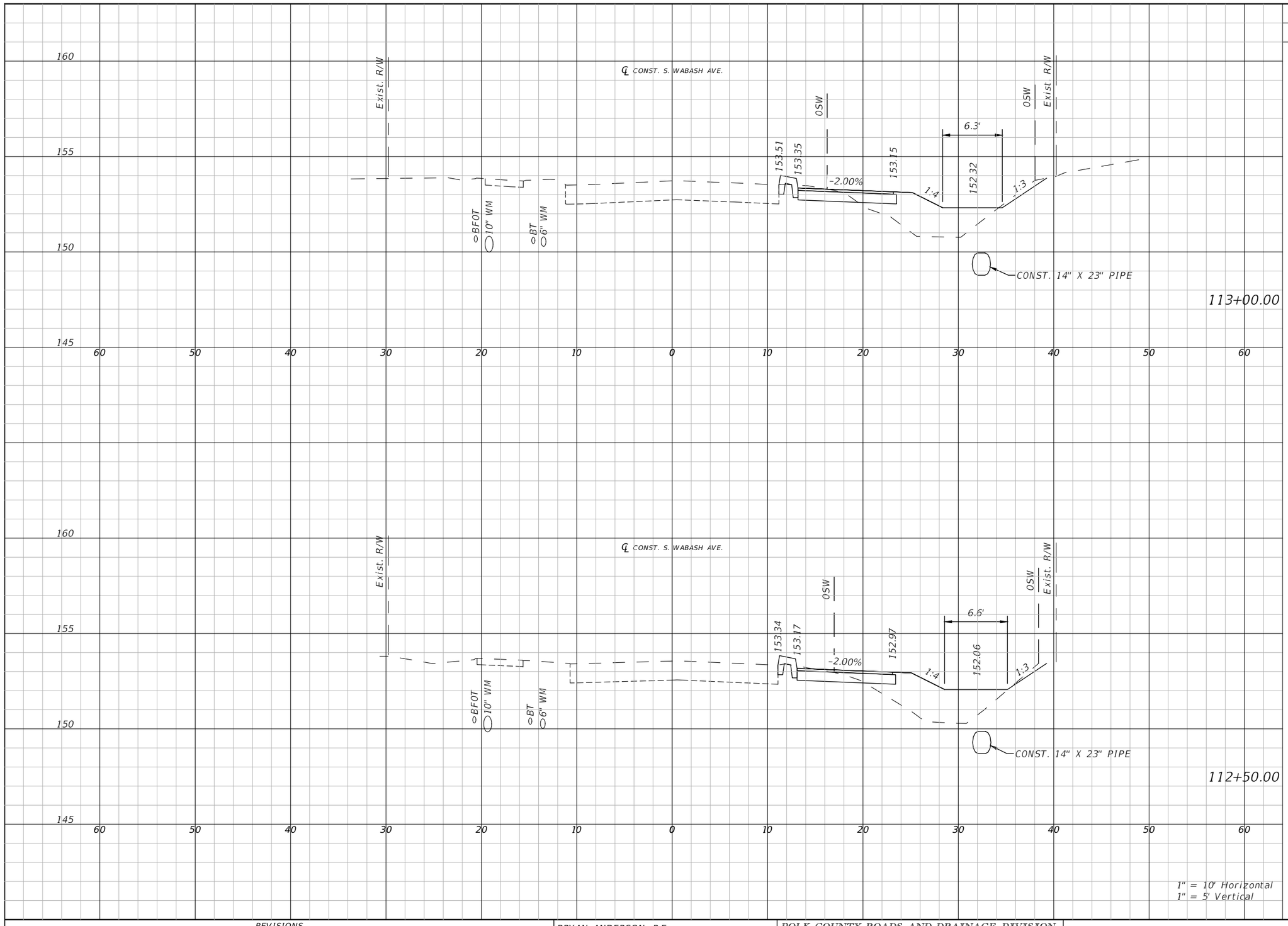
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (12)

SHEET NO. 61

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

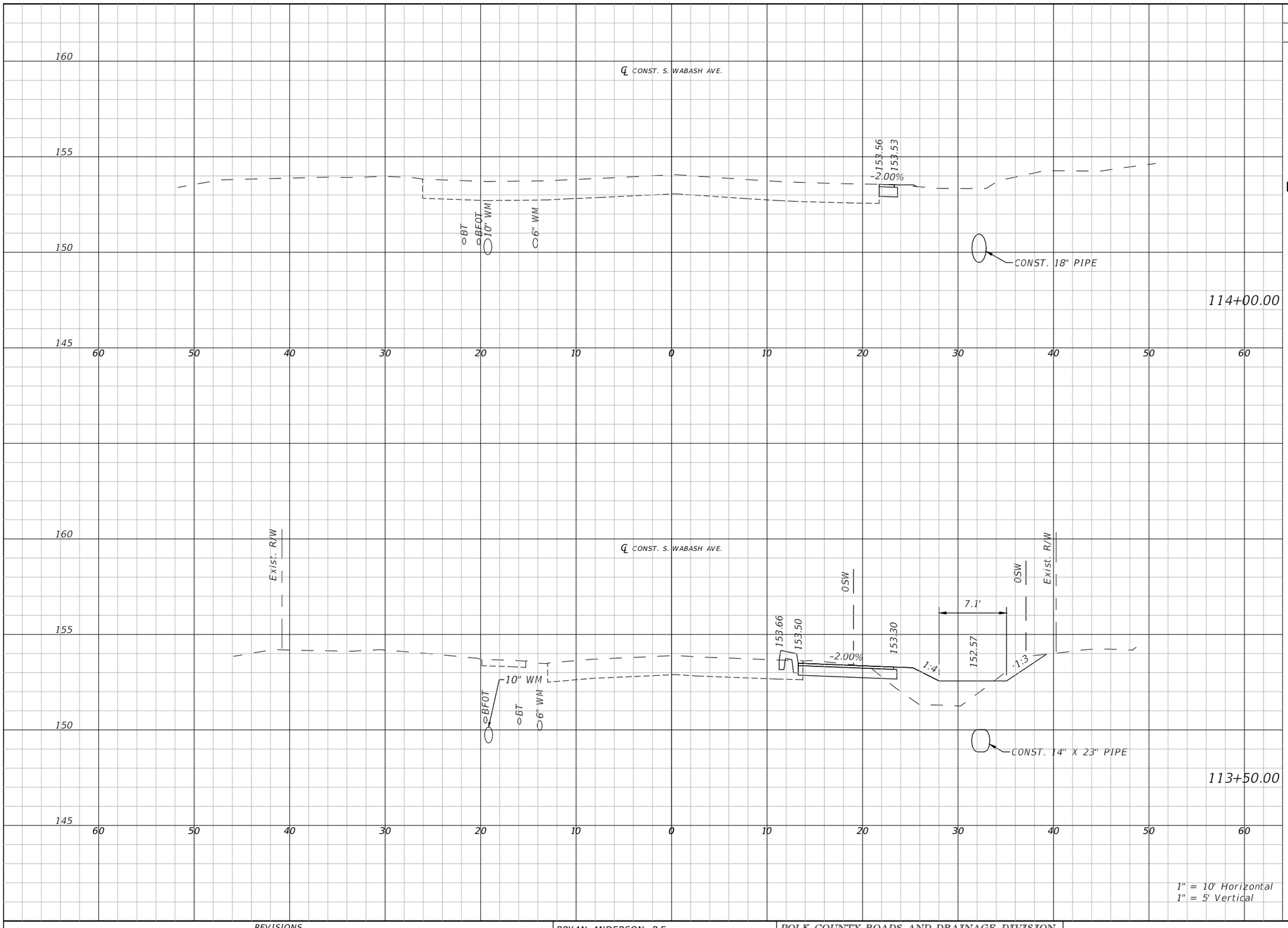
CROSS SECTIONS (13)

SHEET NO. 62

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

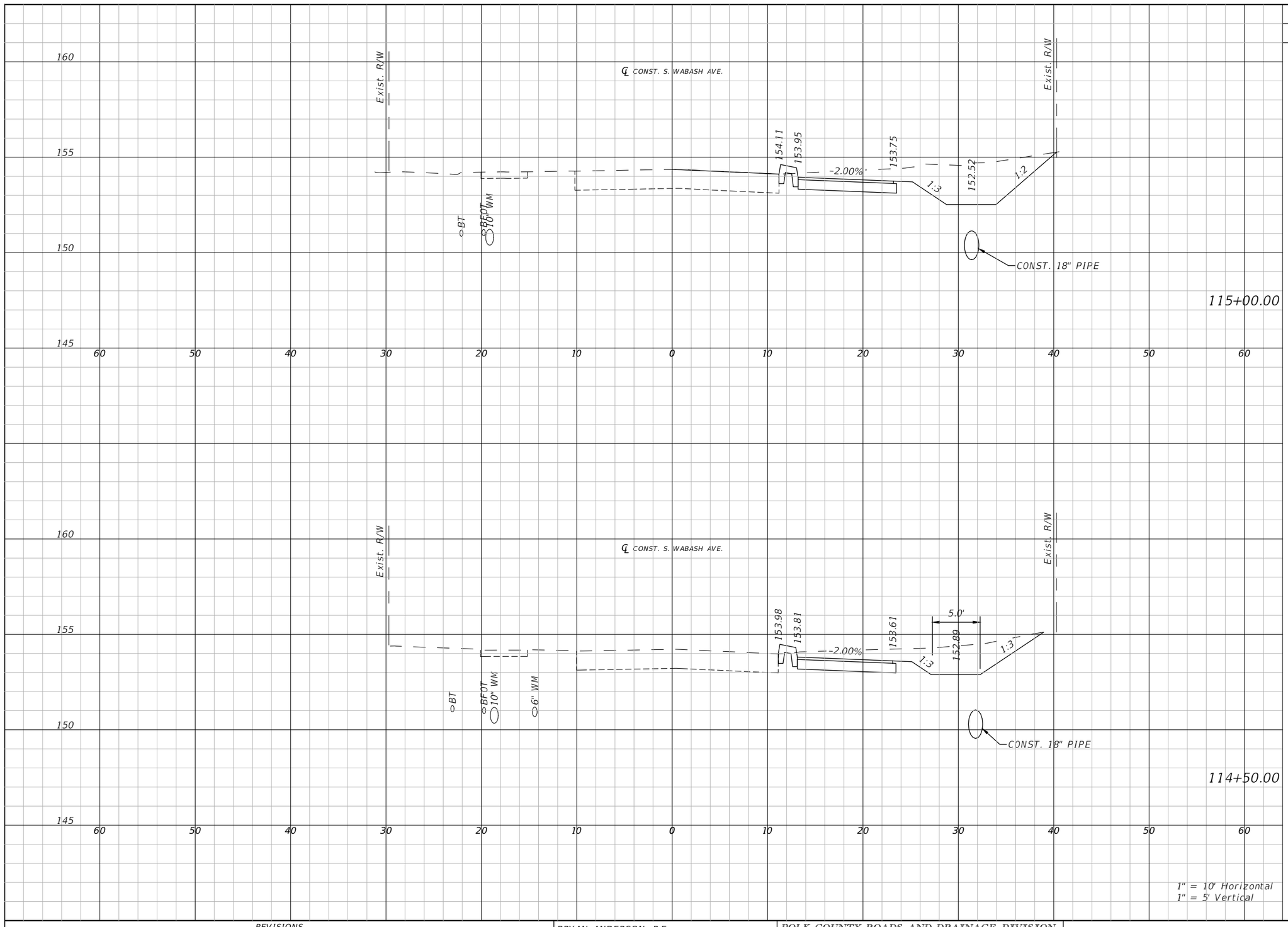
CROSS SECTIONS (14)

SHEET NO. 63

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

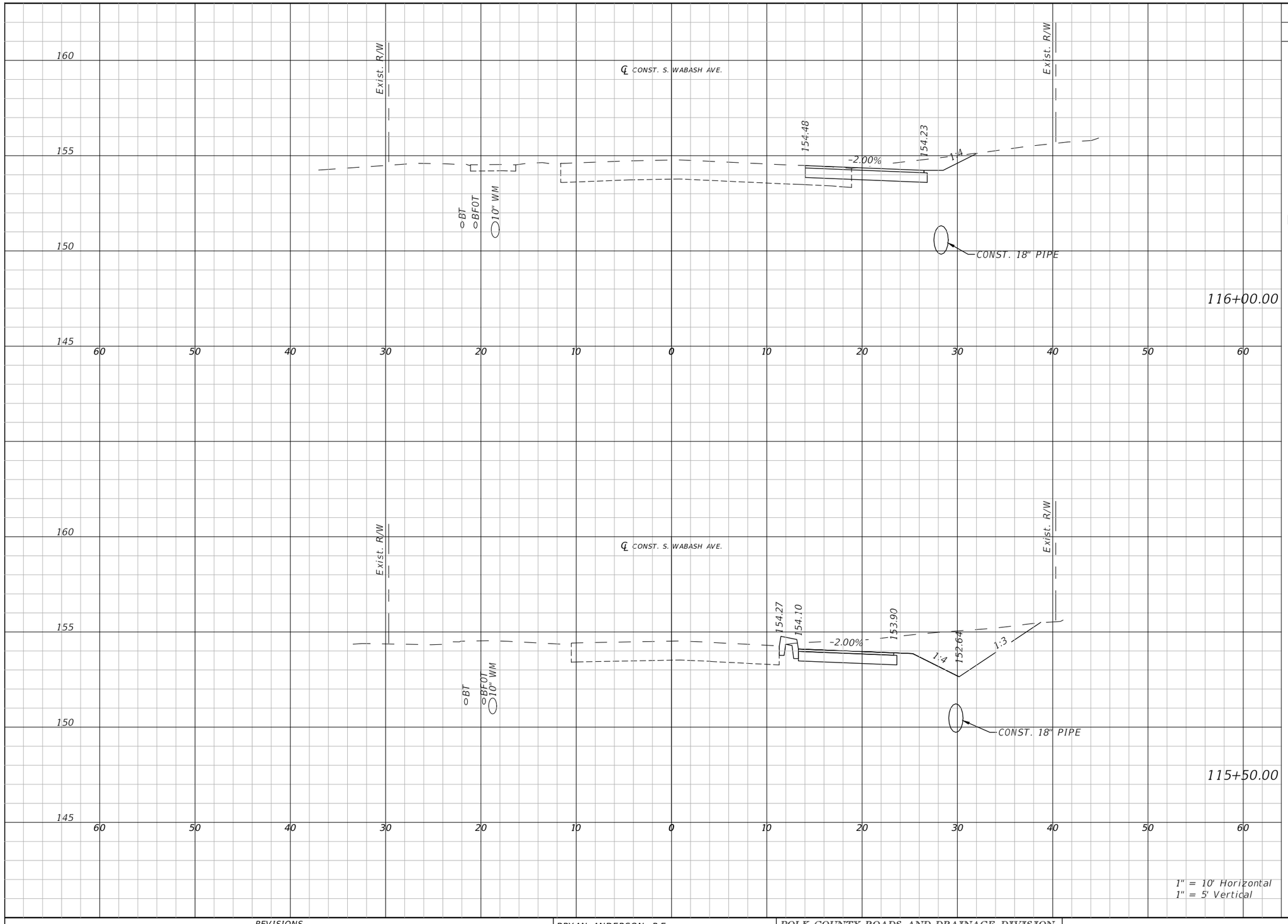
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (15)

SHEET NO. 64

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

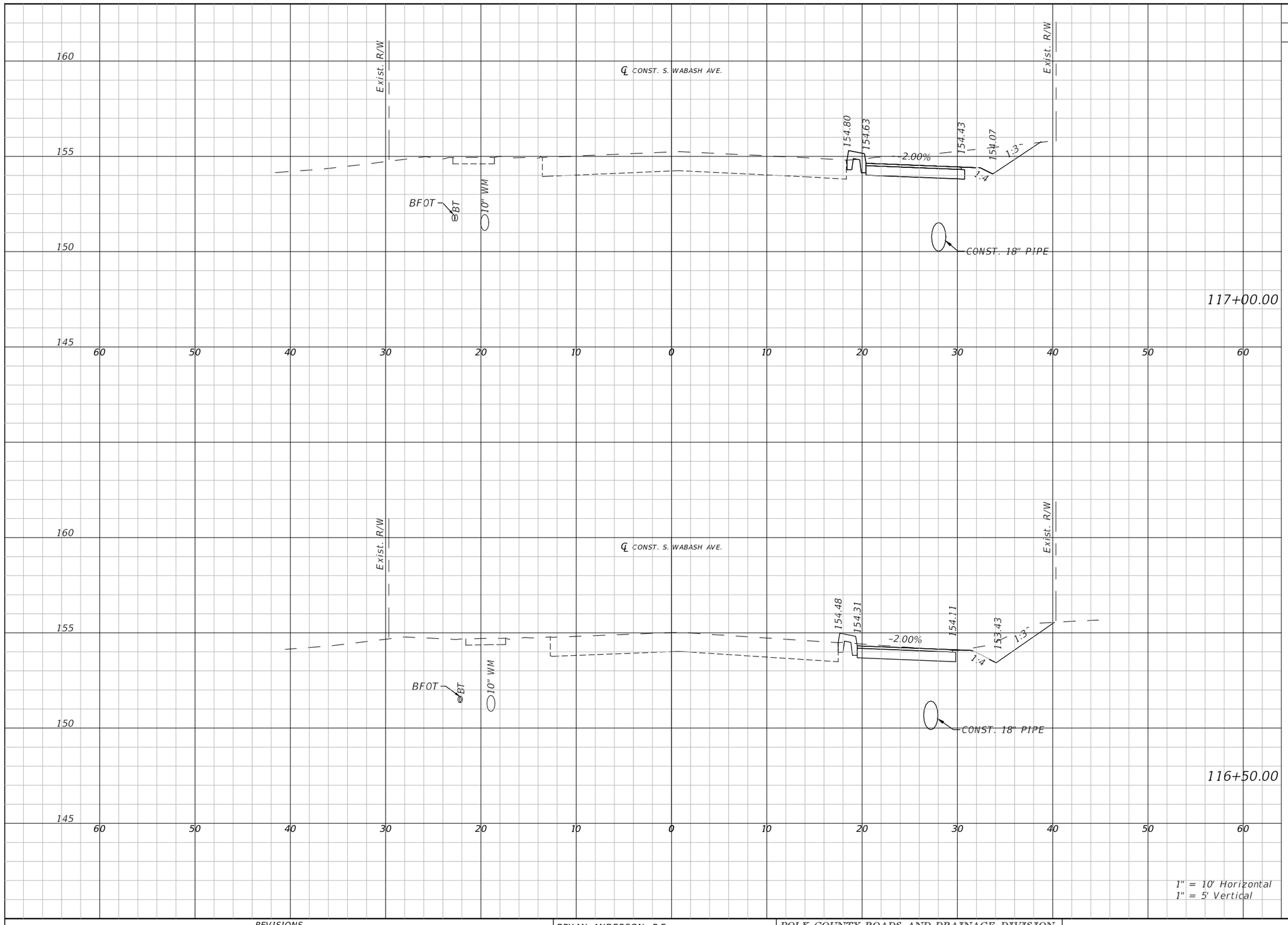
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (16)

SHEET NO. 65

James Greene 9/14/2021 8:02:52 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

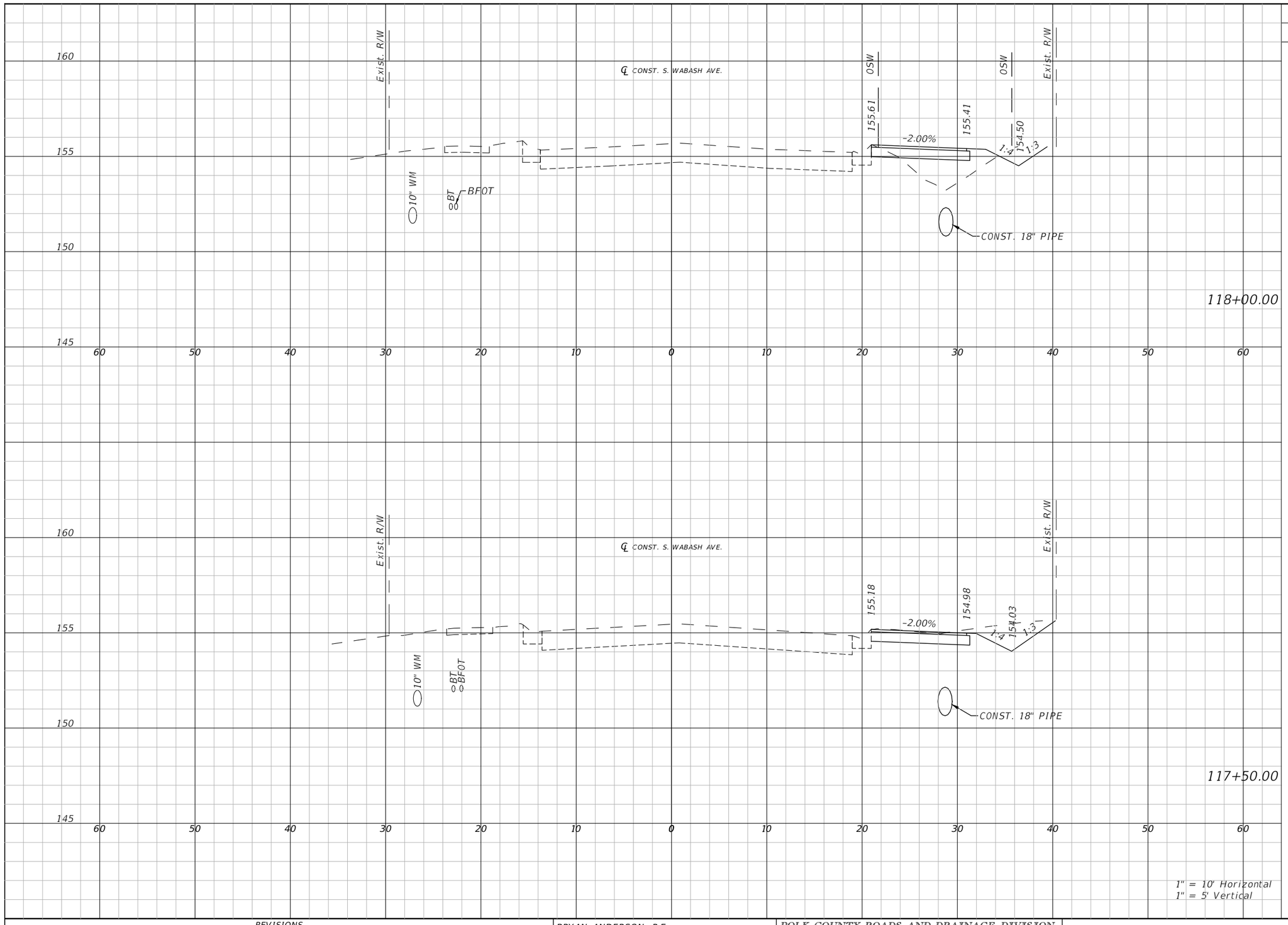
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (17)

SHEET NO. 66



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

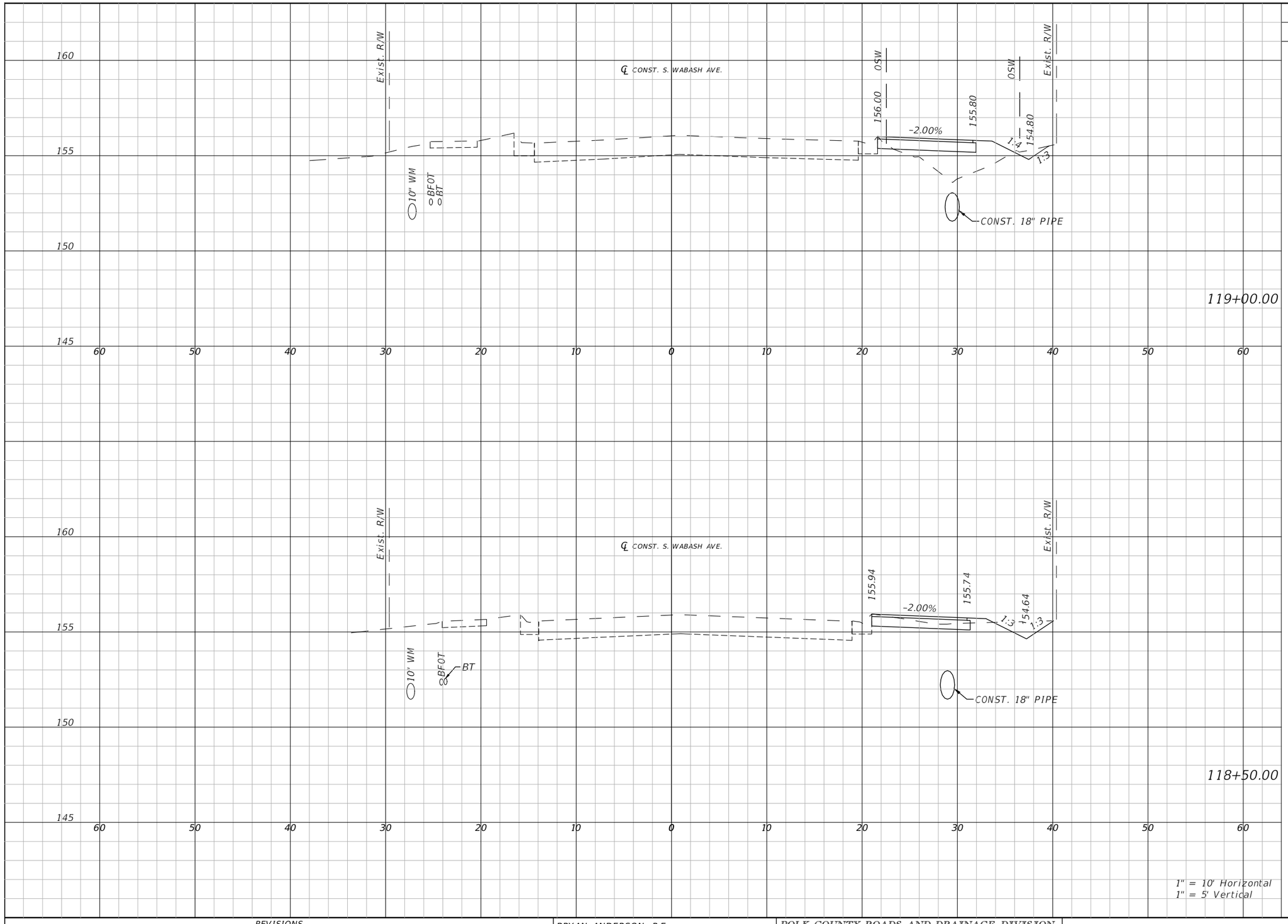
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (18)

SHEET NO. 67



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

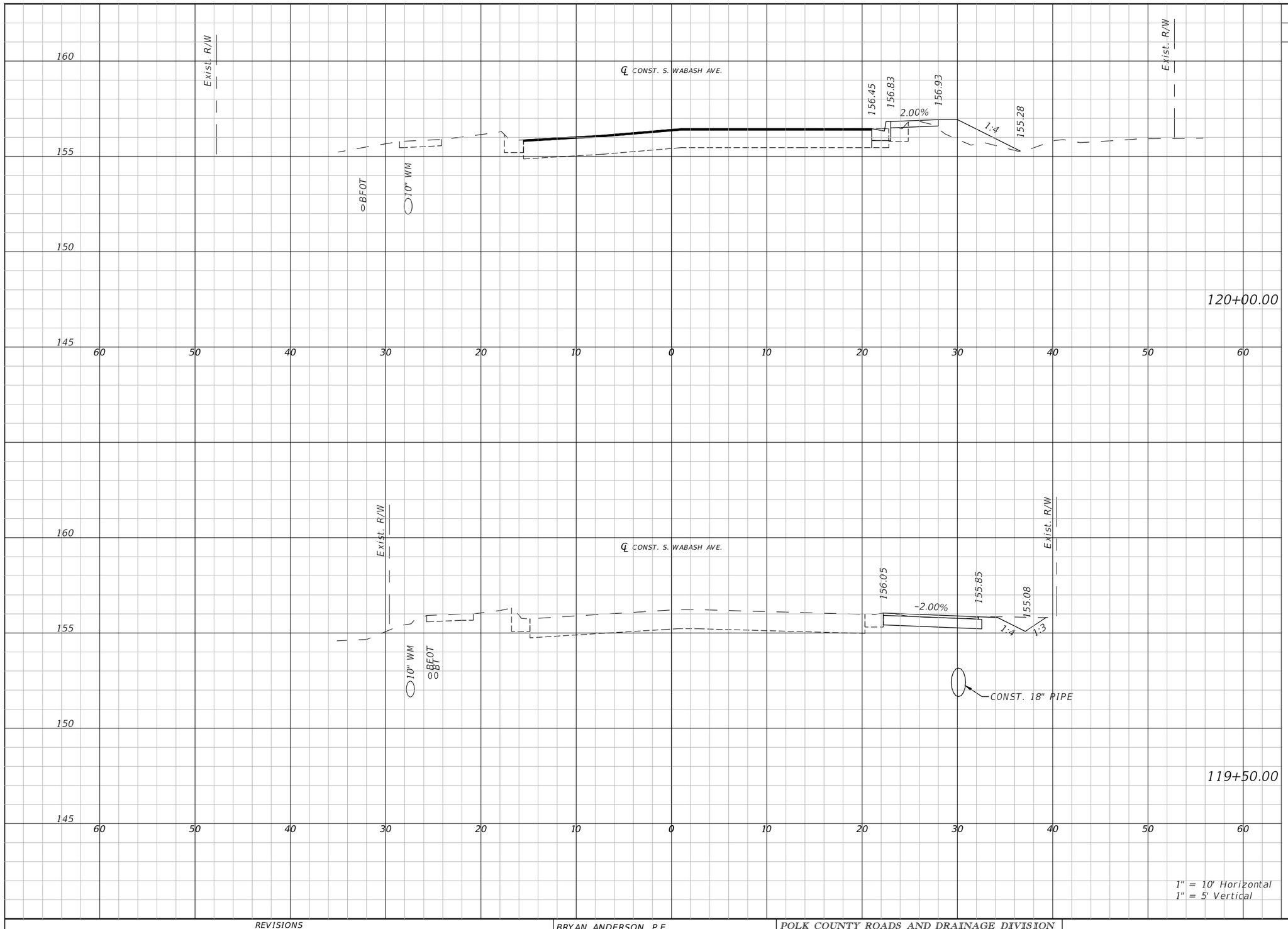
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (19)

SHEET NO. 68



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

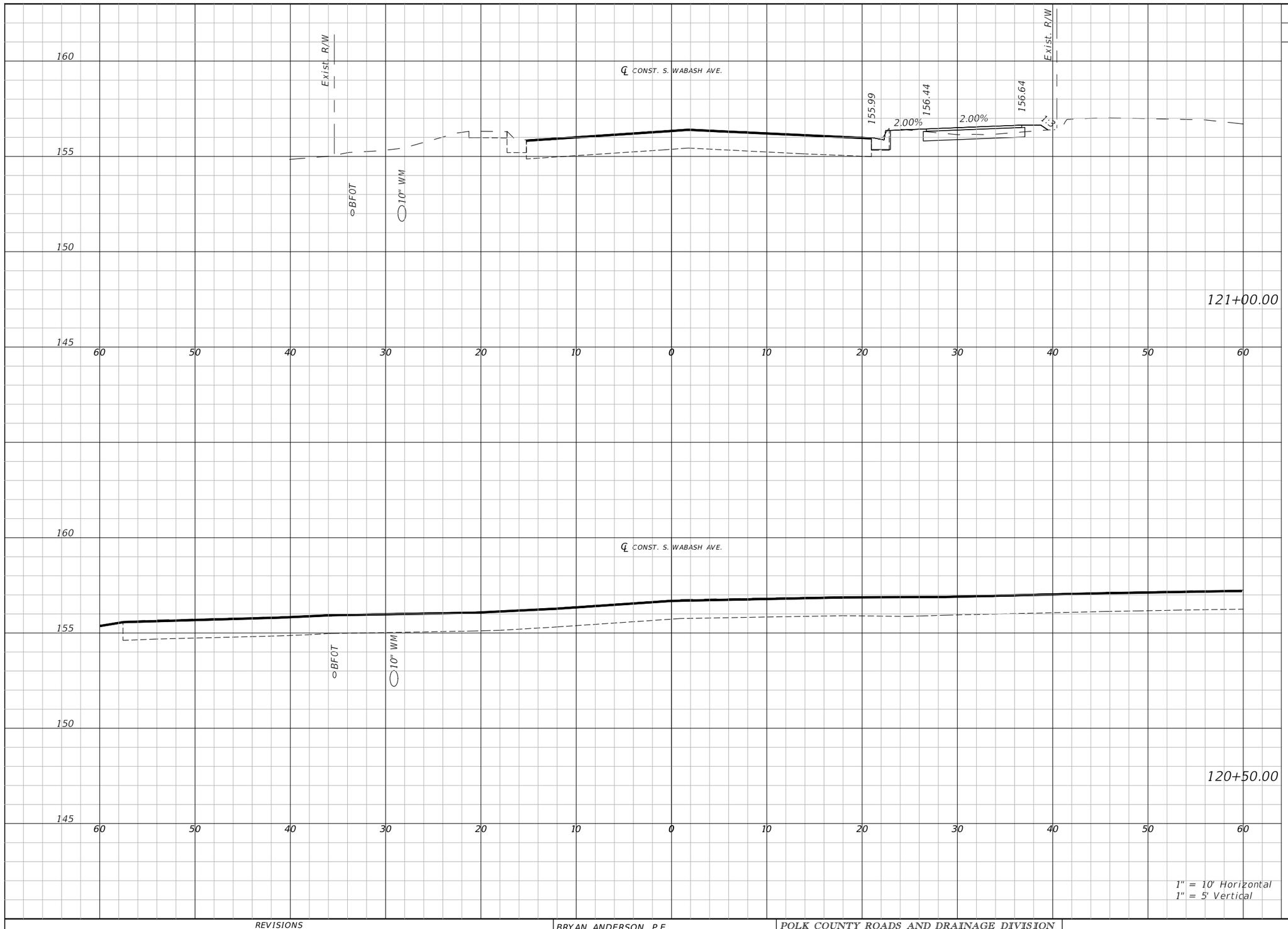
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (20)

SHEET NO. 69

James Greene 9/14/2021 8:03:32 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

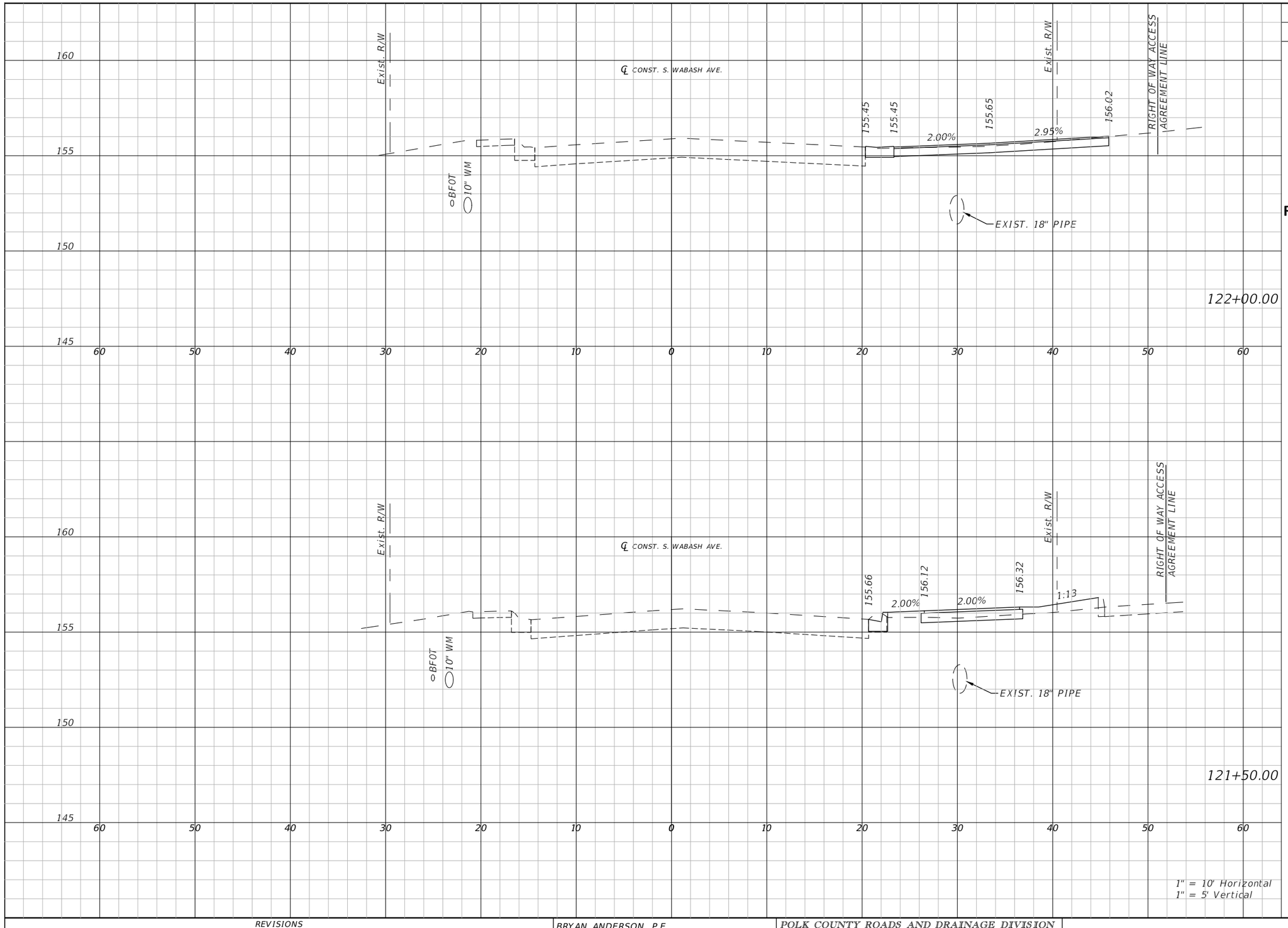
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (21)

SHEET NO. 70

James Greene 9/14/2021 8:03:40 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

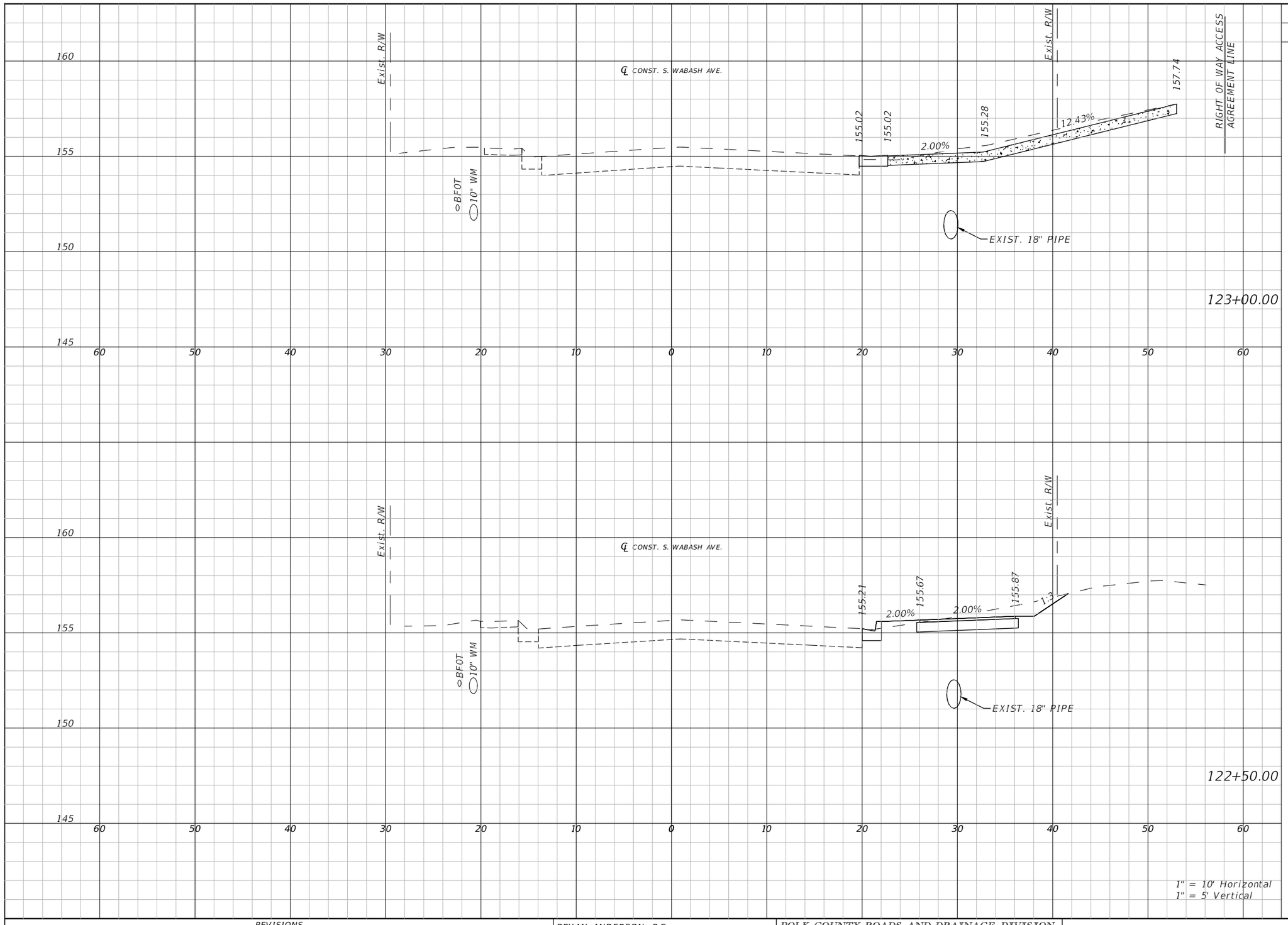
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (22)

SHEET NO. 71

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

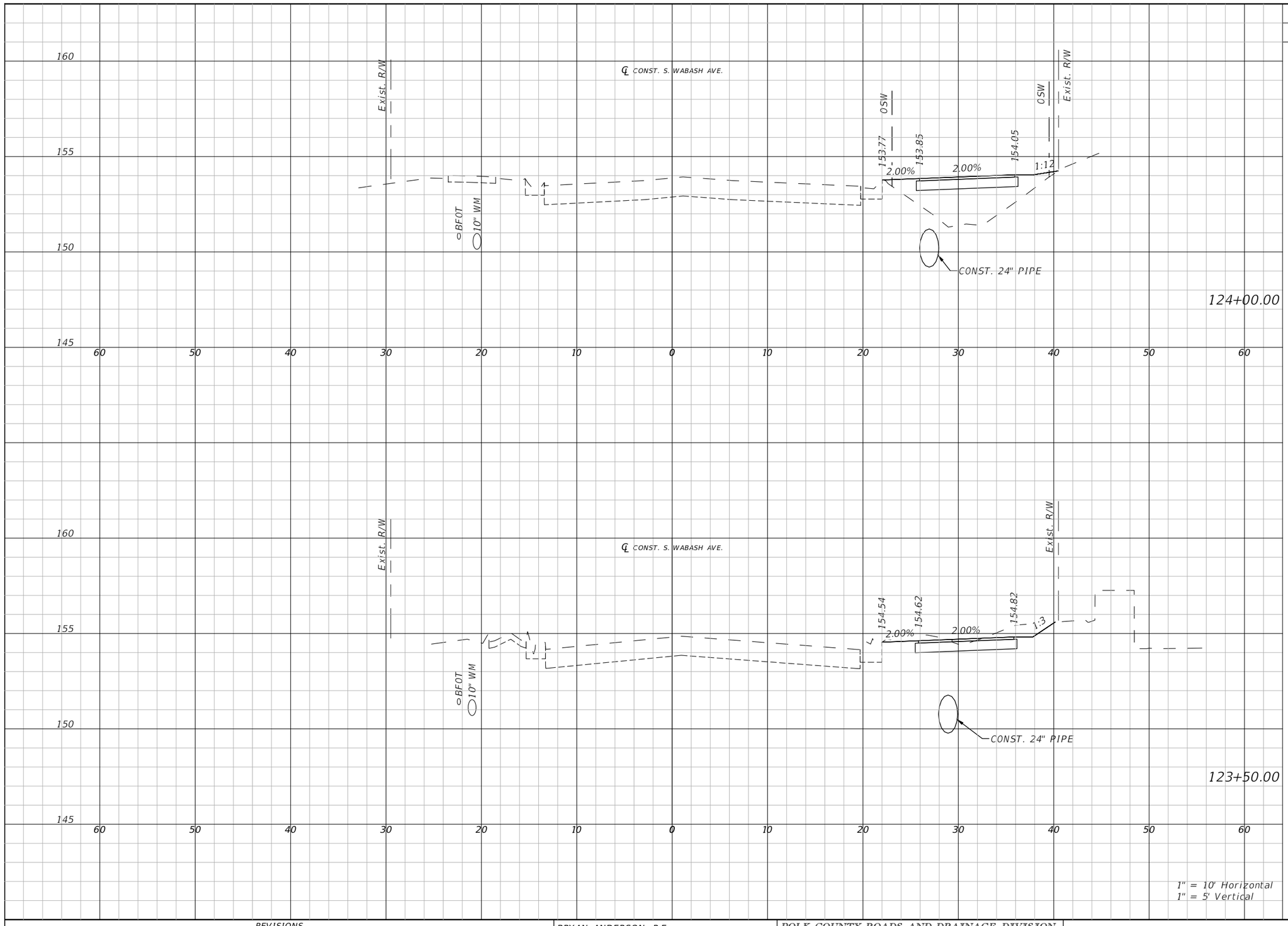
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (23)

SHEET NO. 72



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

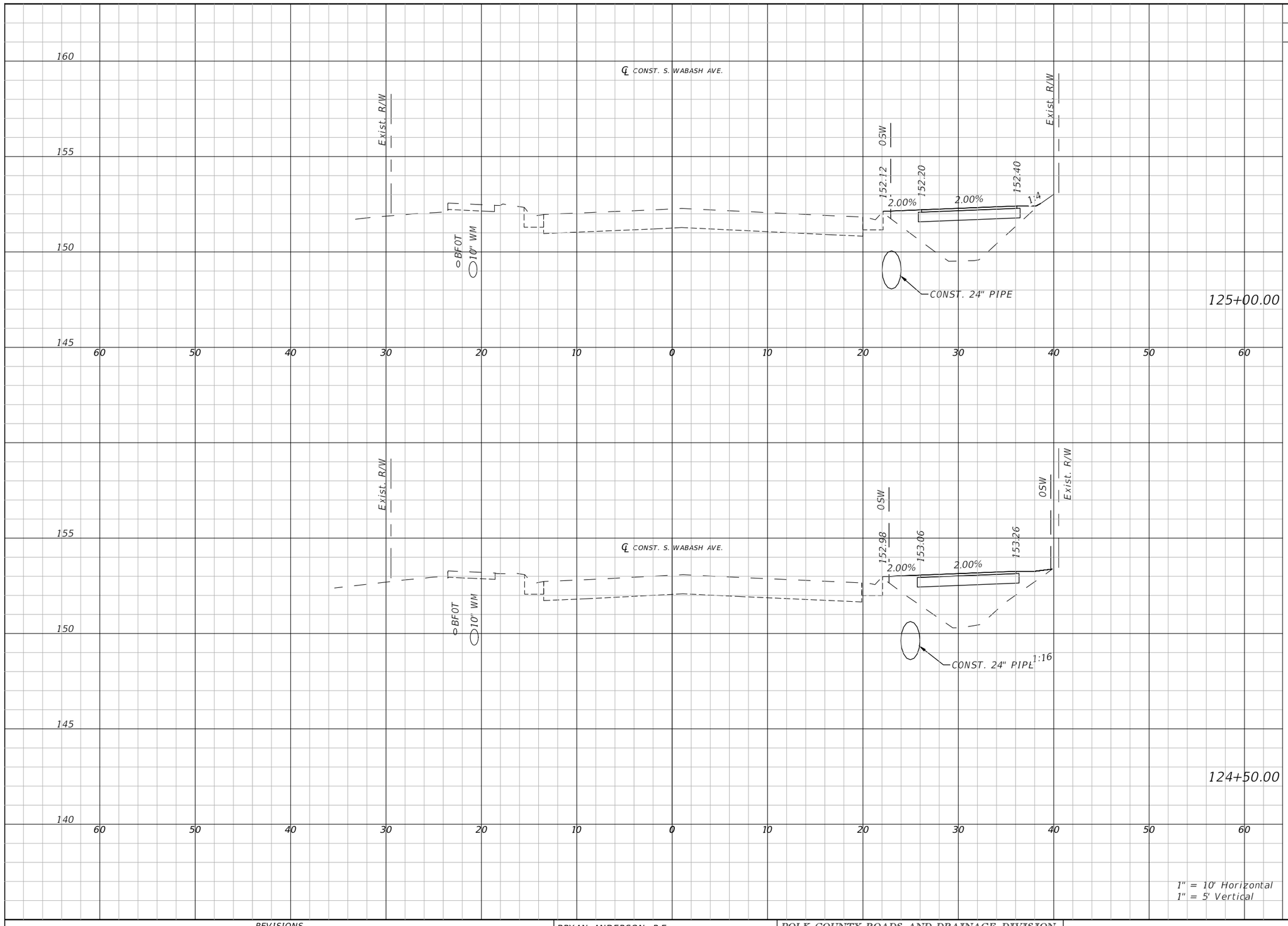
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (24)

SHEET NO. 73



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

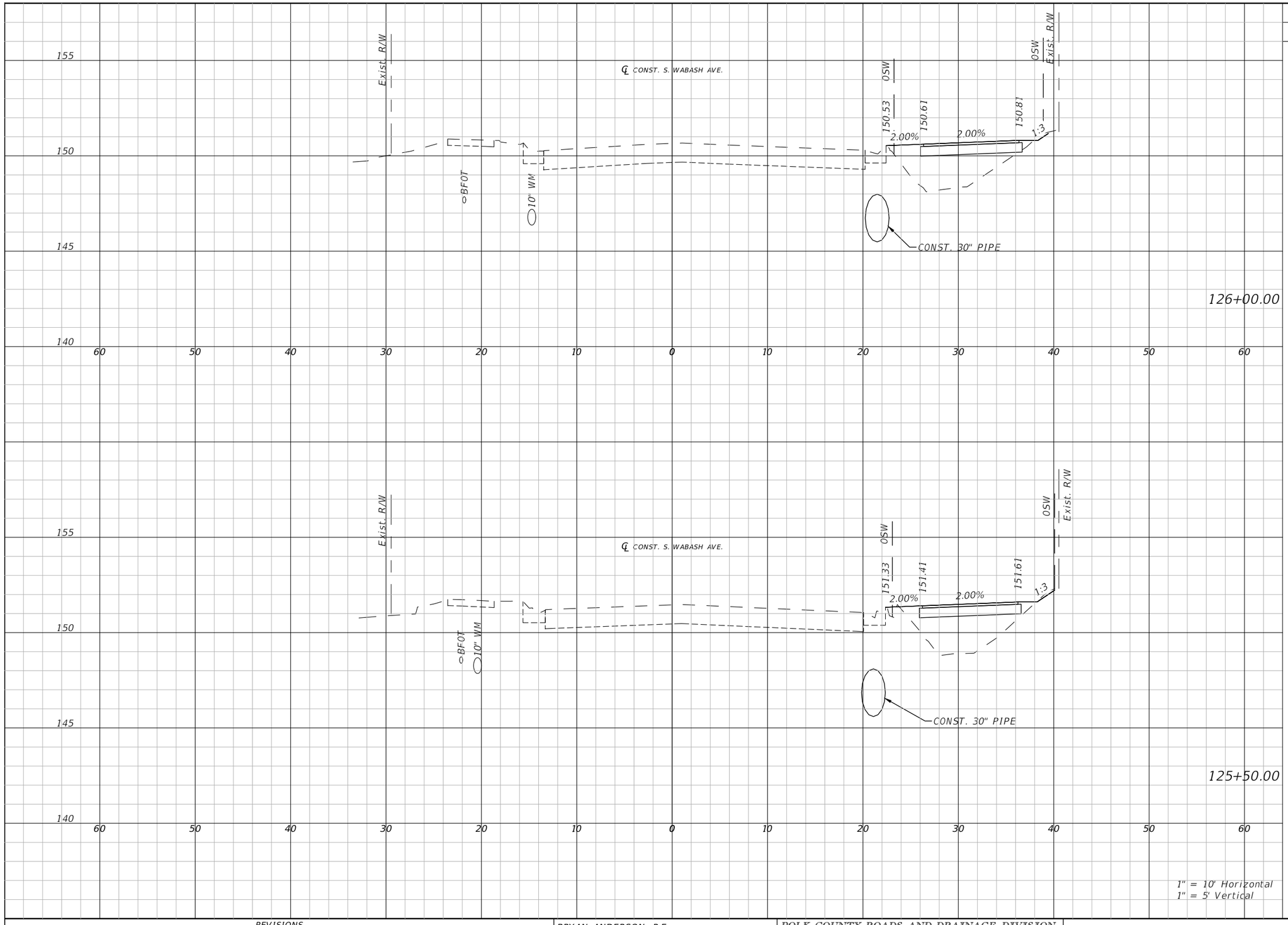
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (25)

SHEET NO. 74



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

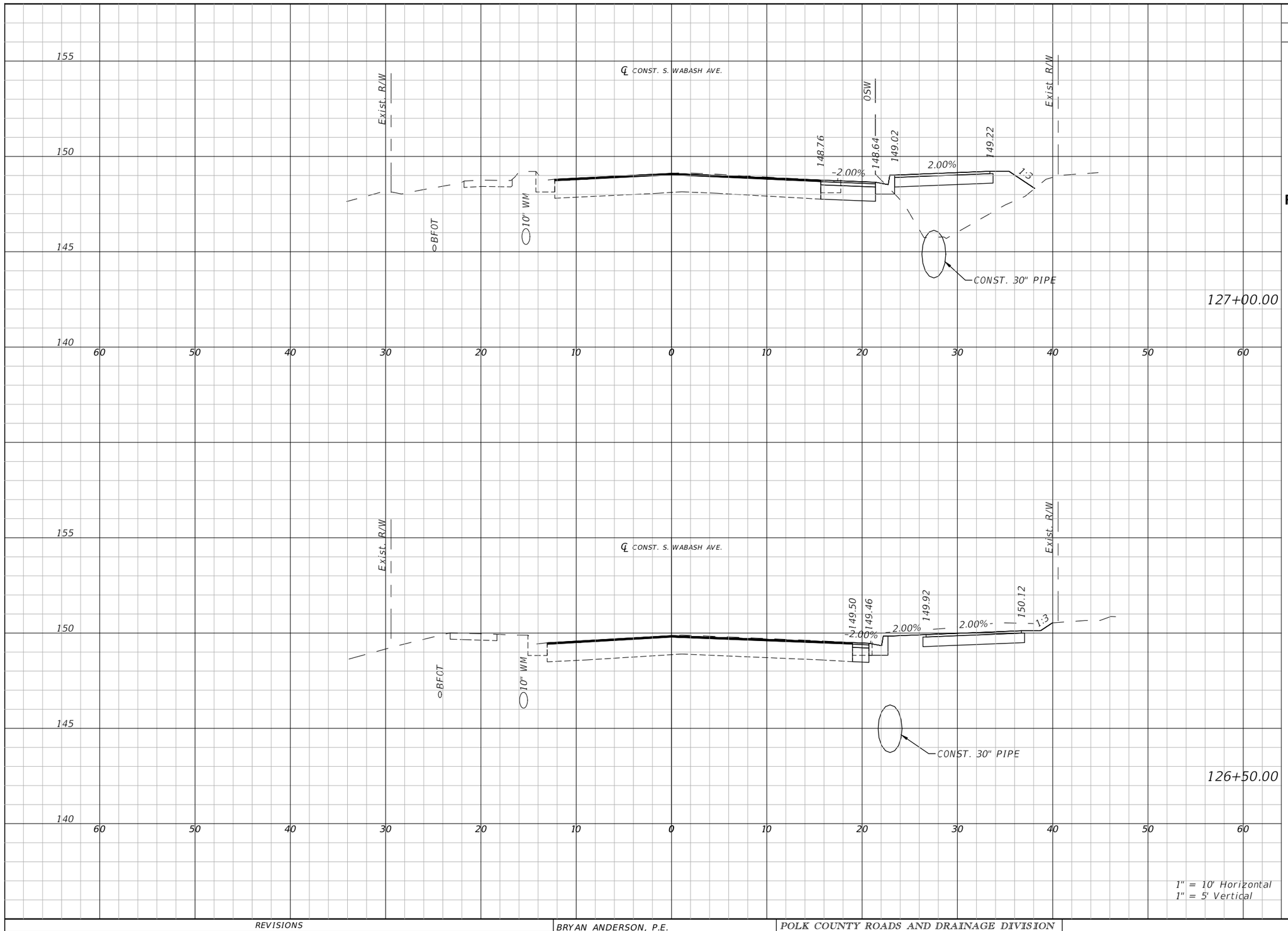
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (26)

SHEET NO. 75

James Greene 9/14/2021 8:04:25 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

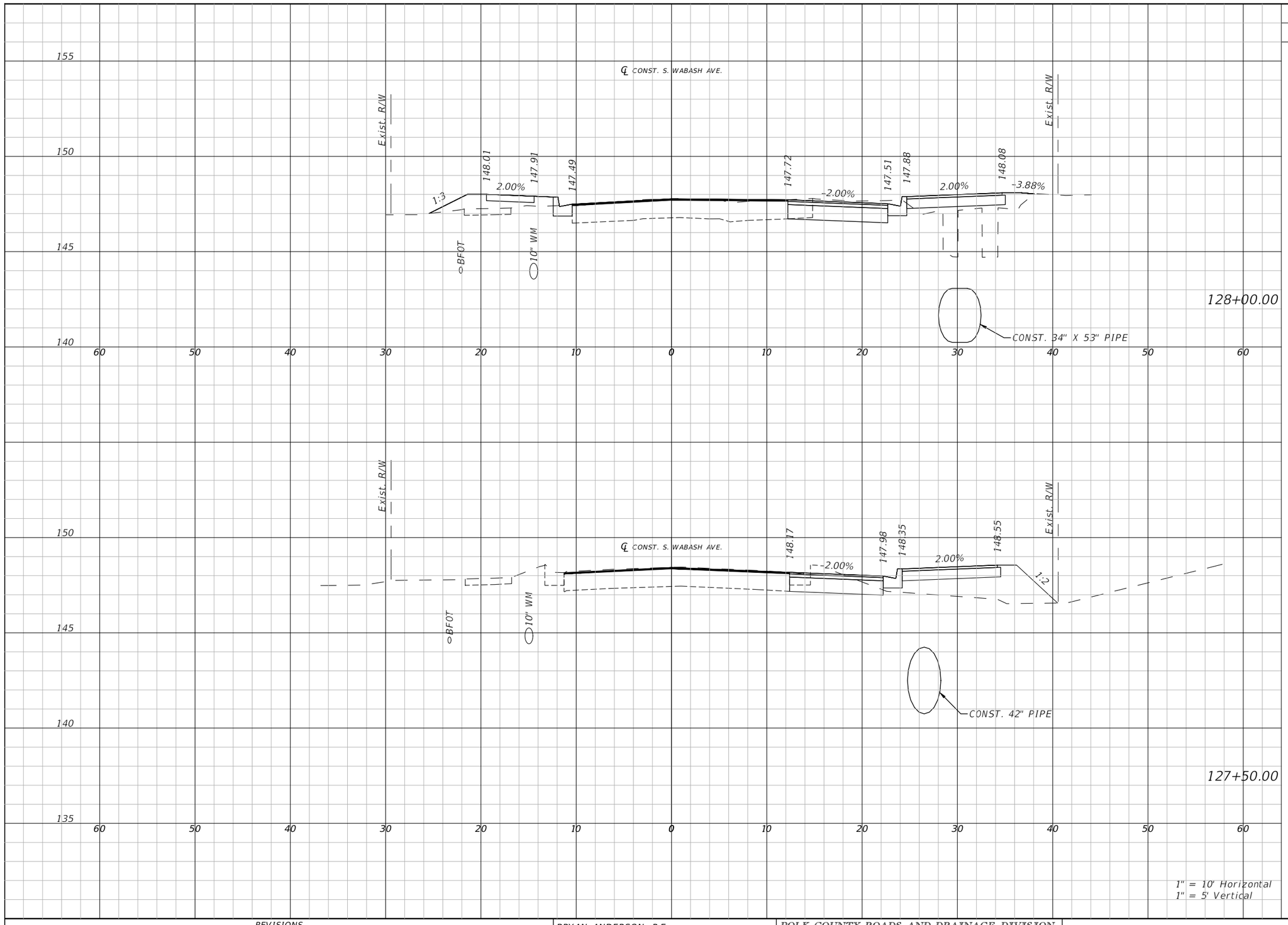
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (27)

SHEET NO. 76



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (28)

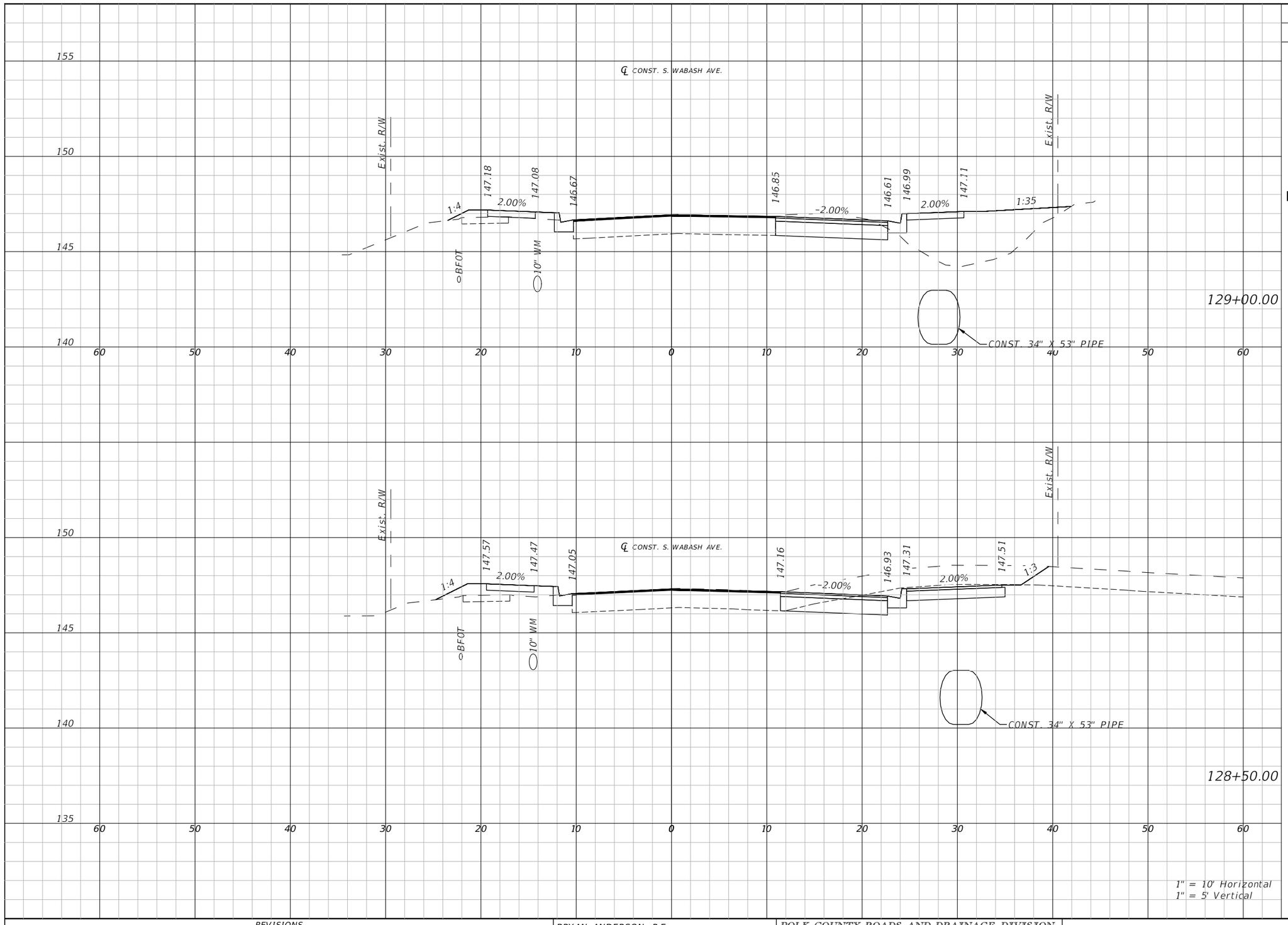
SHEET NO. 77

James Greene 9/14/2021 8:04:43 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

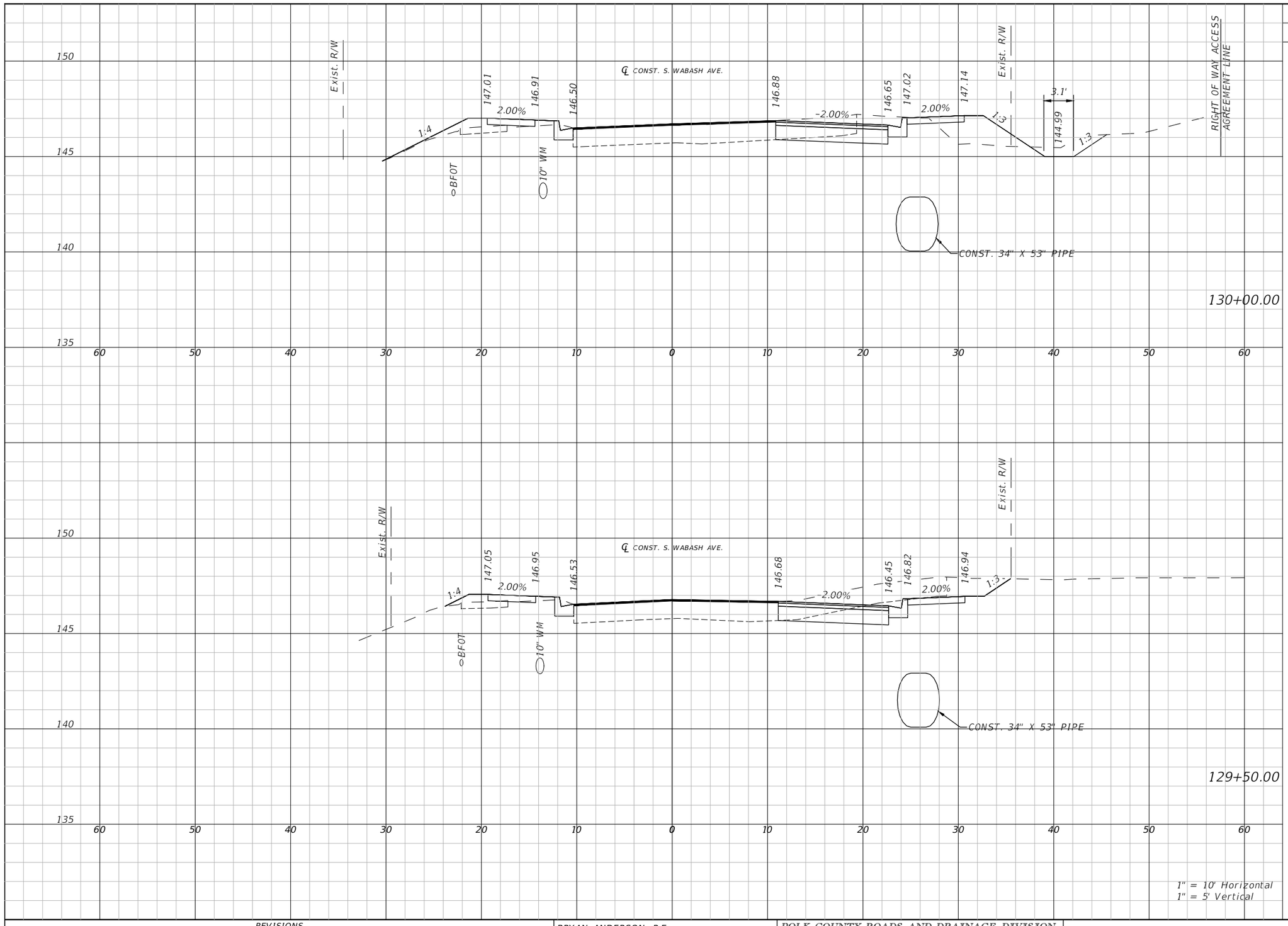
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (29)

SHEET NO. 78

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

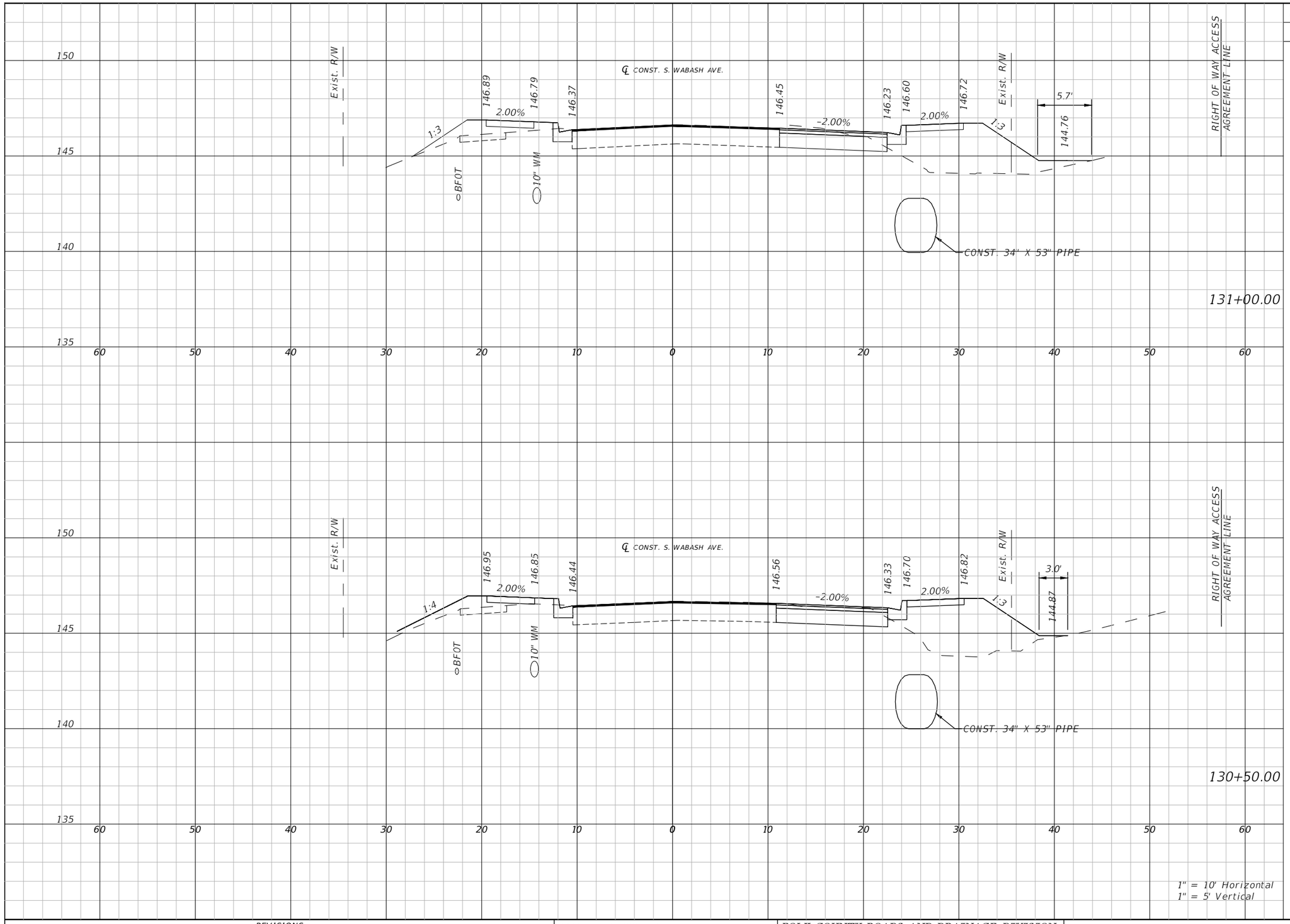
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (30)

SHEET NO. 79



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

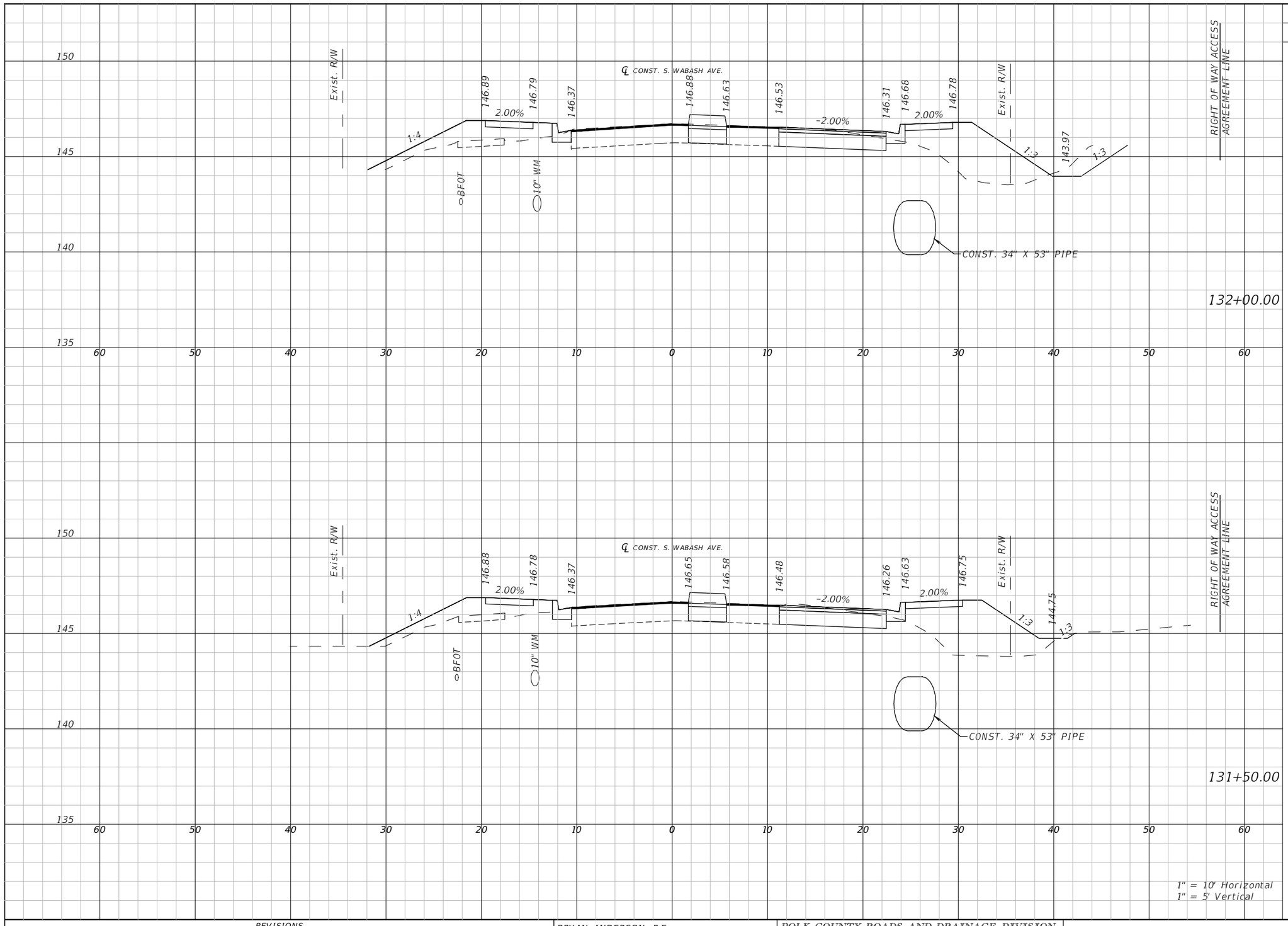
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (31)

SHEET NO. 80

James Greene 9/14/2021 8:05:05 PM P:\PR58964\44184715201\Roadway\RDXSRD01.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

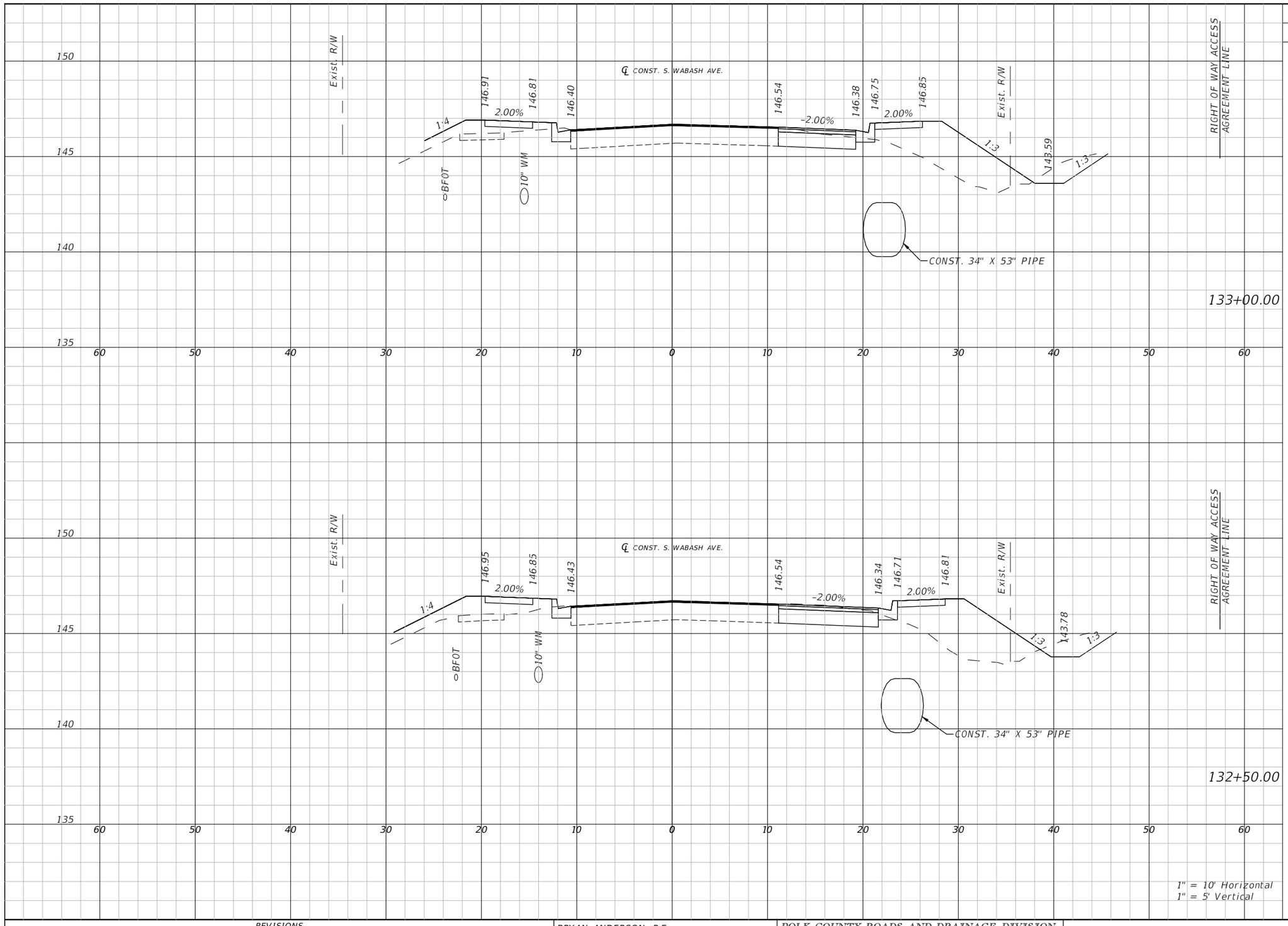
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (32)

SHEET NO. 81

James Greene 9/14/2021 8:05:13 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

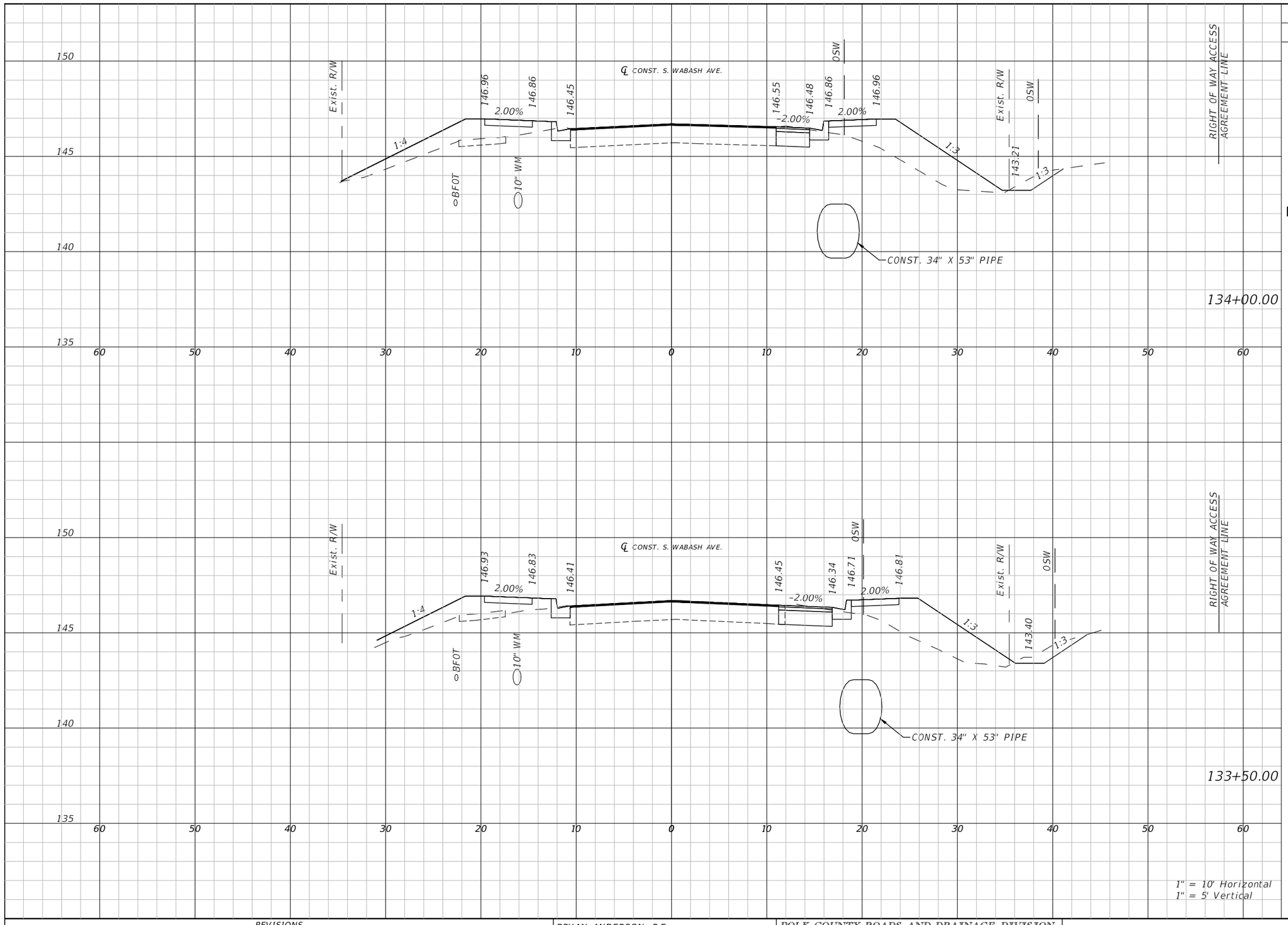
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (33)

SHEET NO. 82

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 9/14/2021 8:05:20 PM P:\PR58964\44184715201\Roadway\RDXSRD01.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

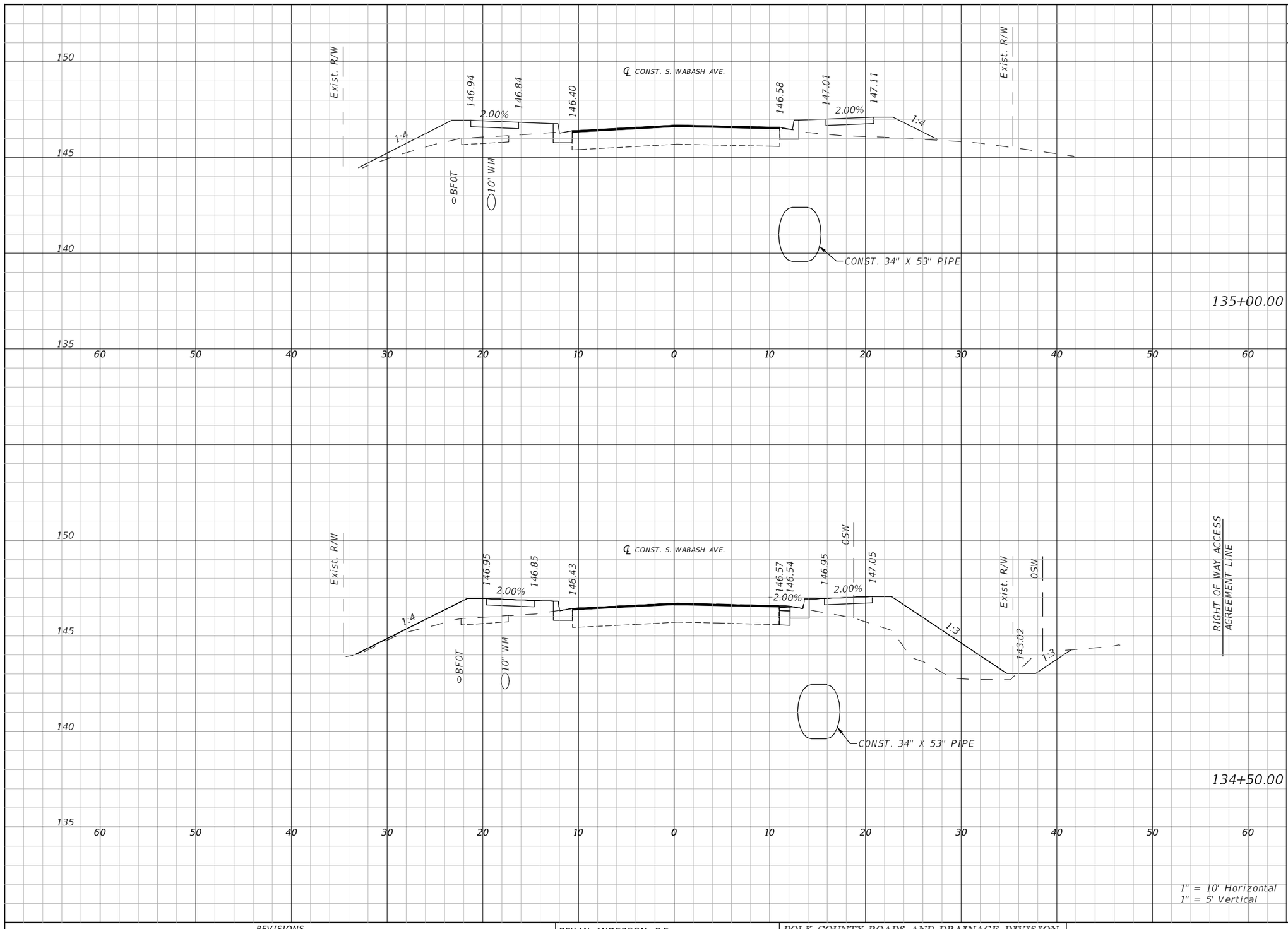
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (34)

SHEET NO. 83

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)



RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

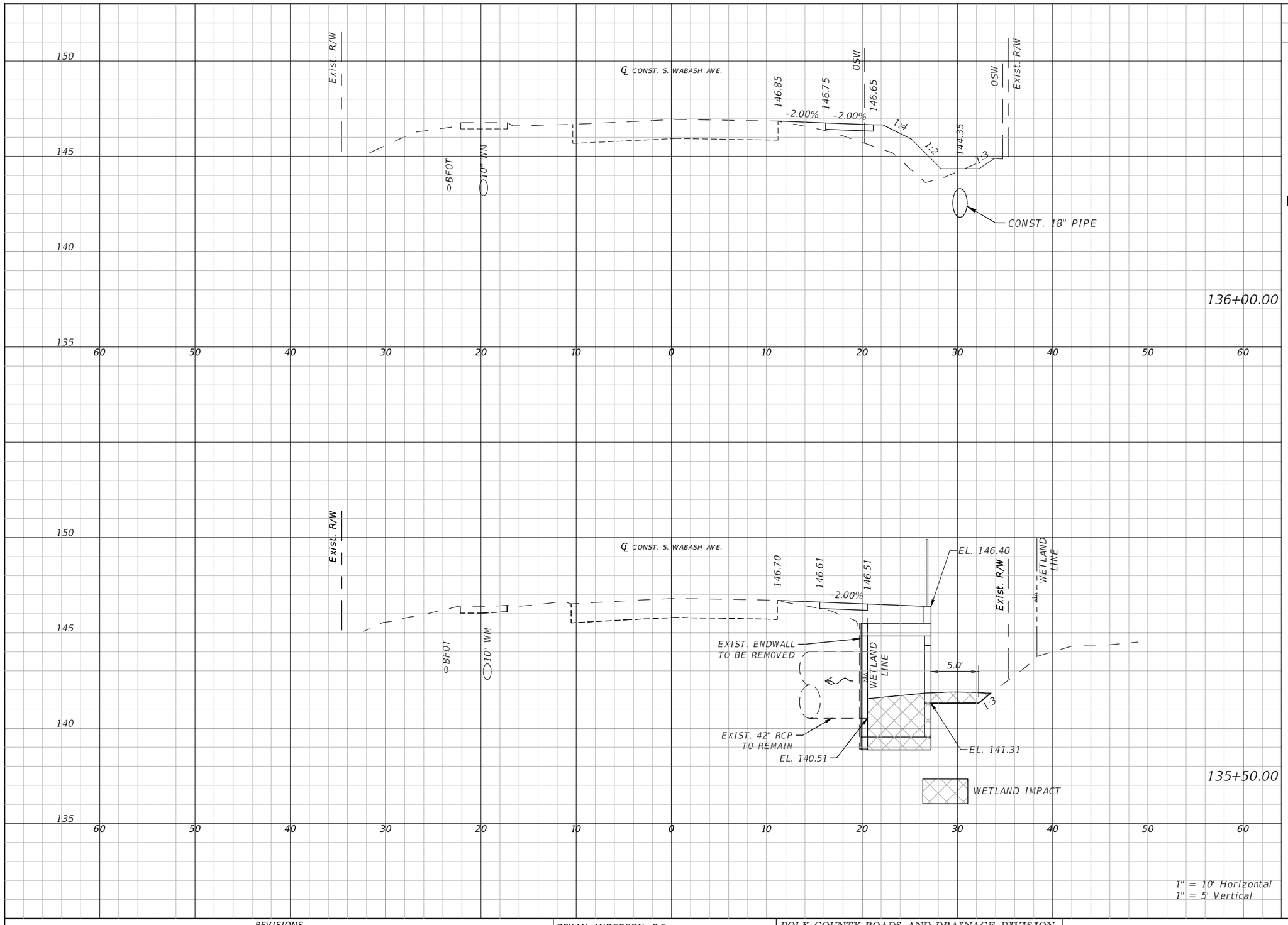
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (35)

SHEET NO. 84

James Greene 9/14/2021 8:05:36 PM P:\PR58964\44184715201\Roadway\RDXSRD01.dwg



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

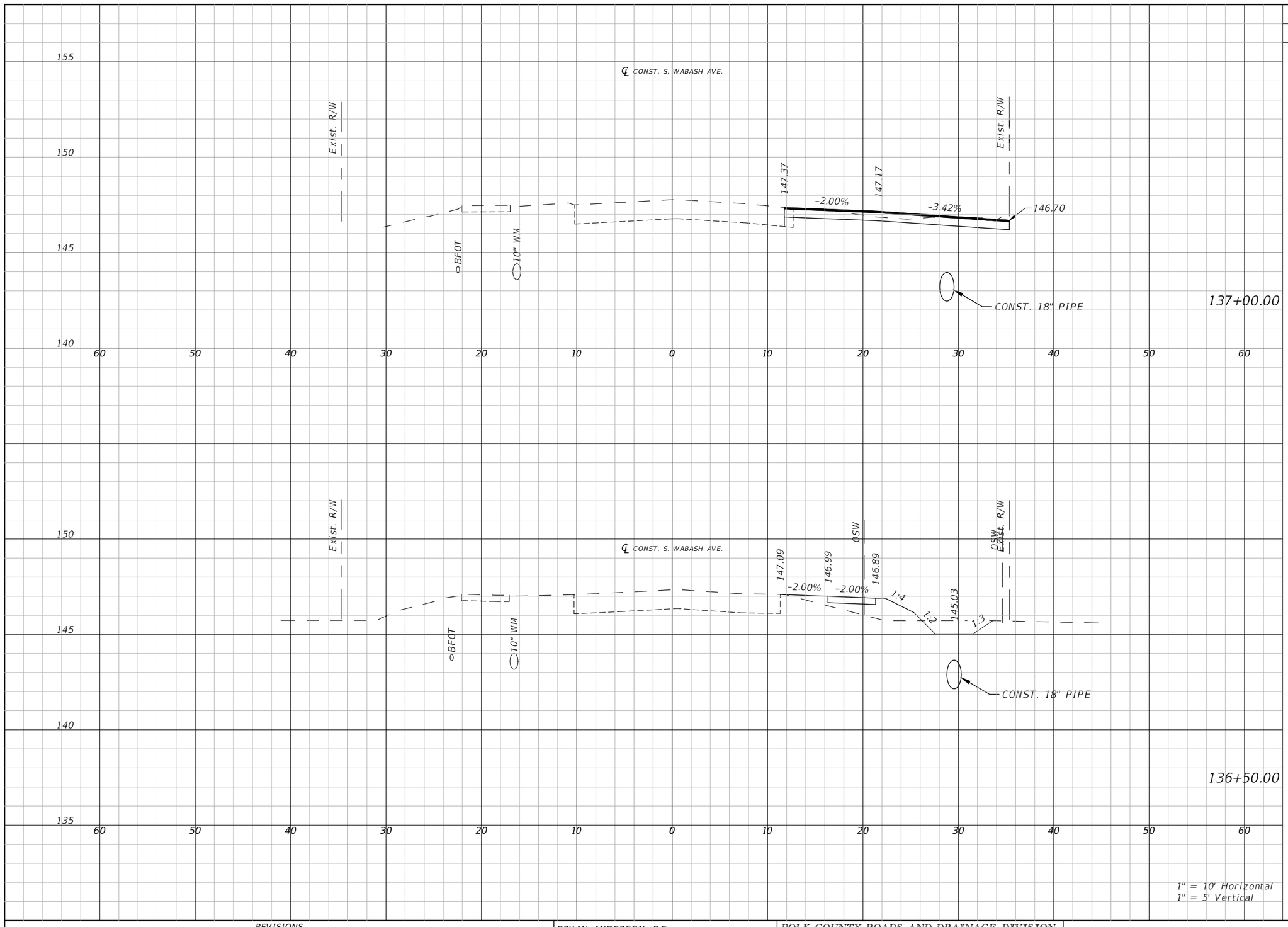
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (36)

SHEET NO. 85

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)



RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

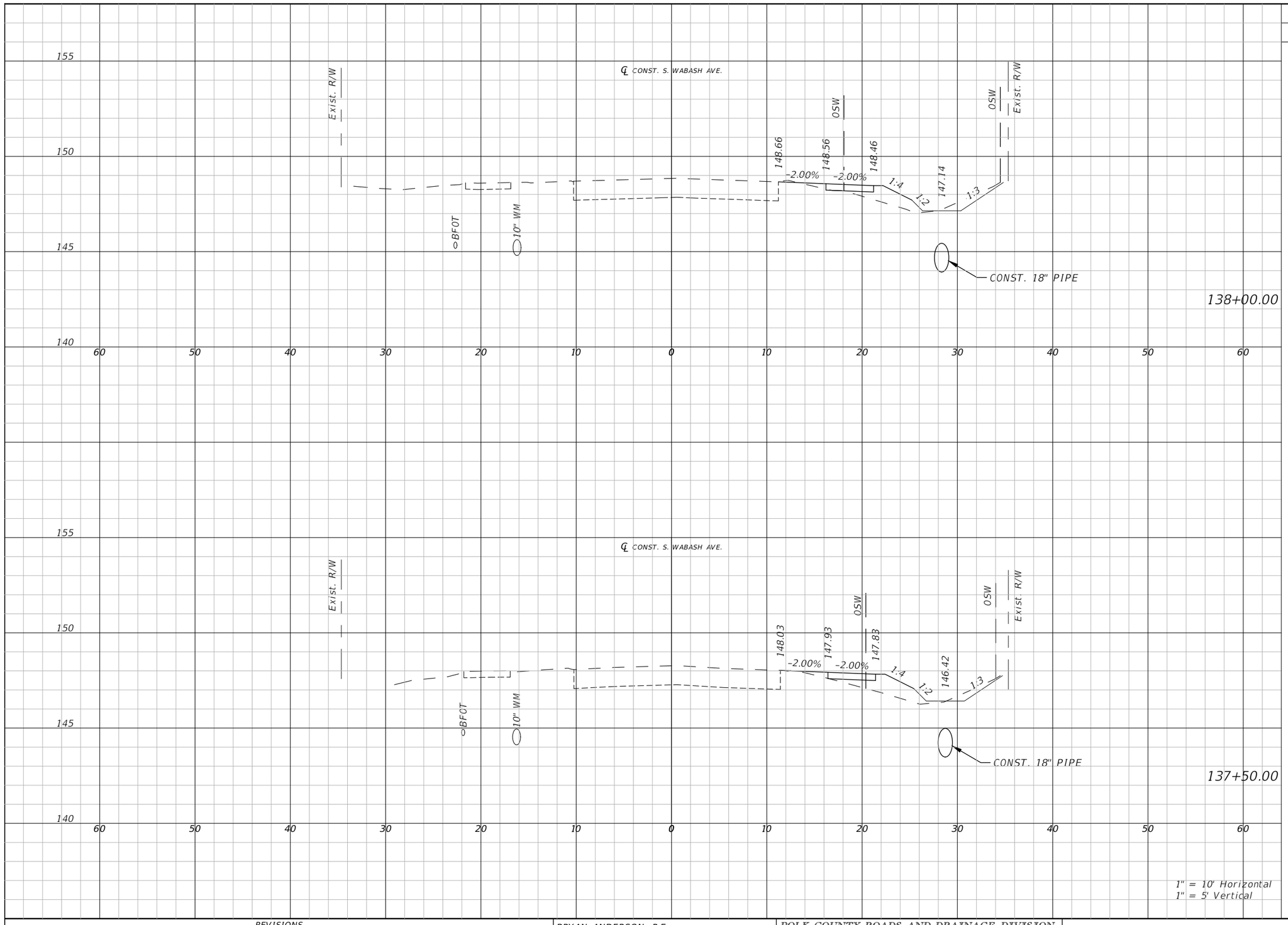
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (37)

SHEET NO. 86



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

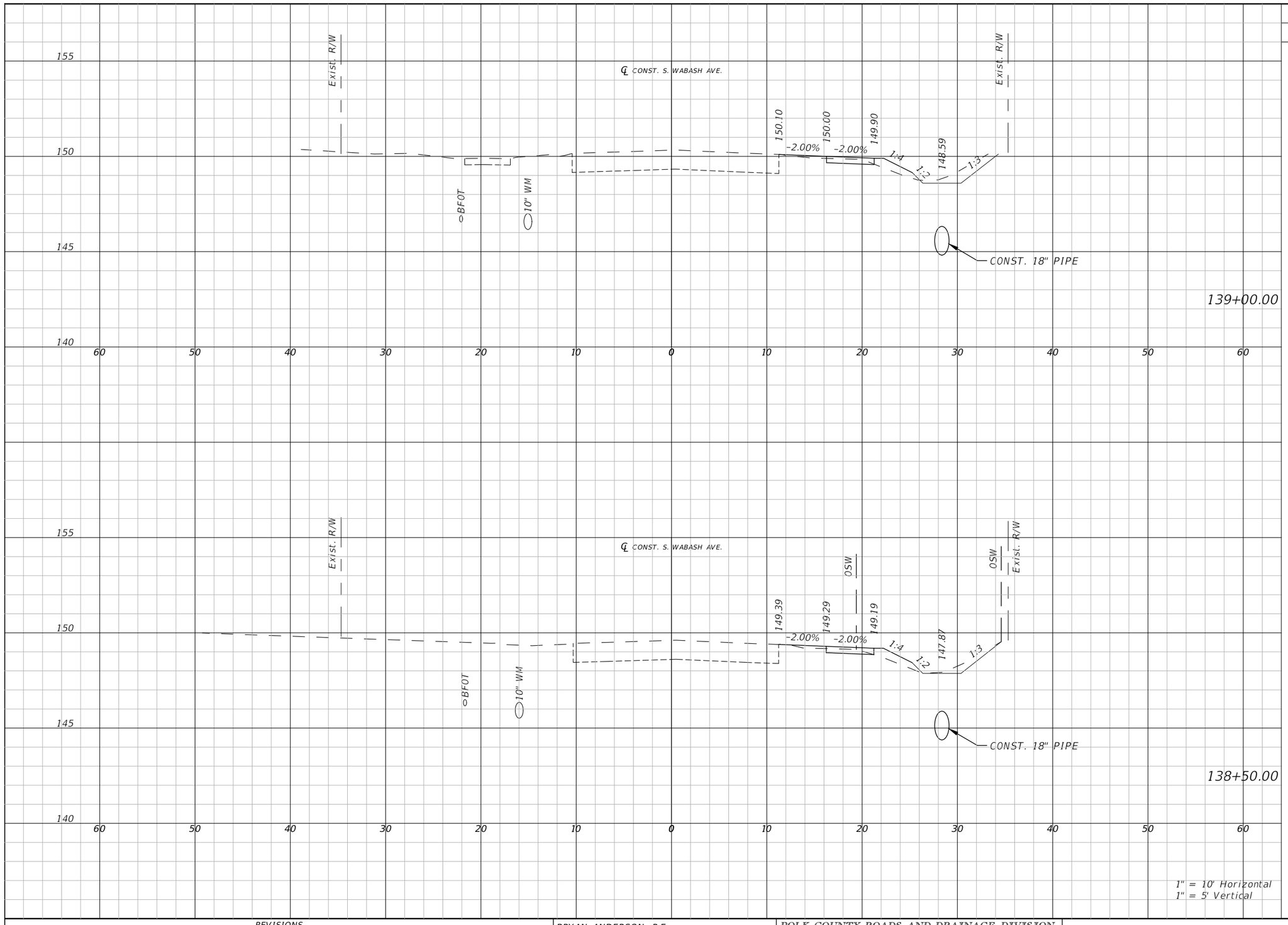
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (38)

SHEET NO. 87



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

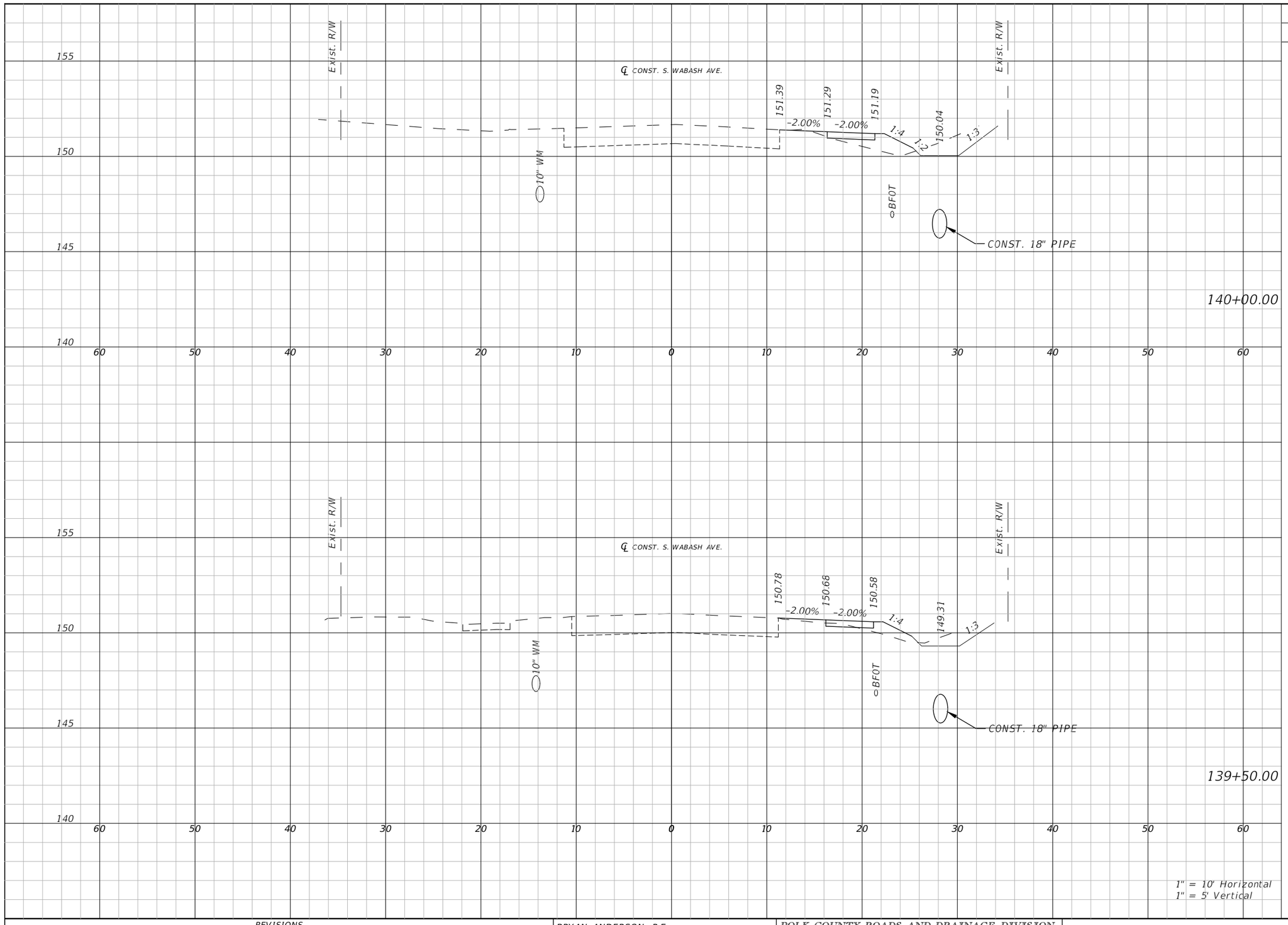
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (39)

SHEET NO. 88



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

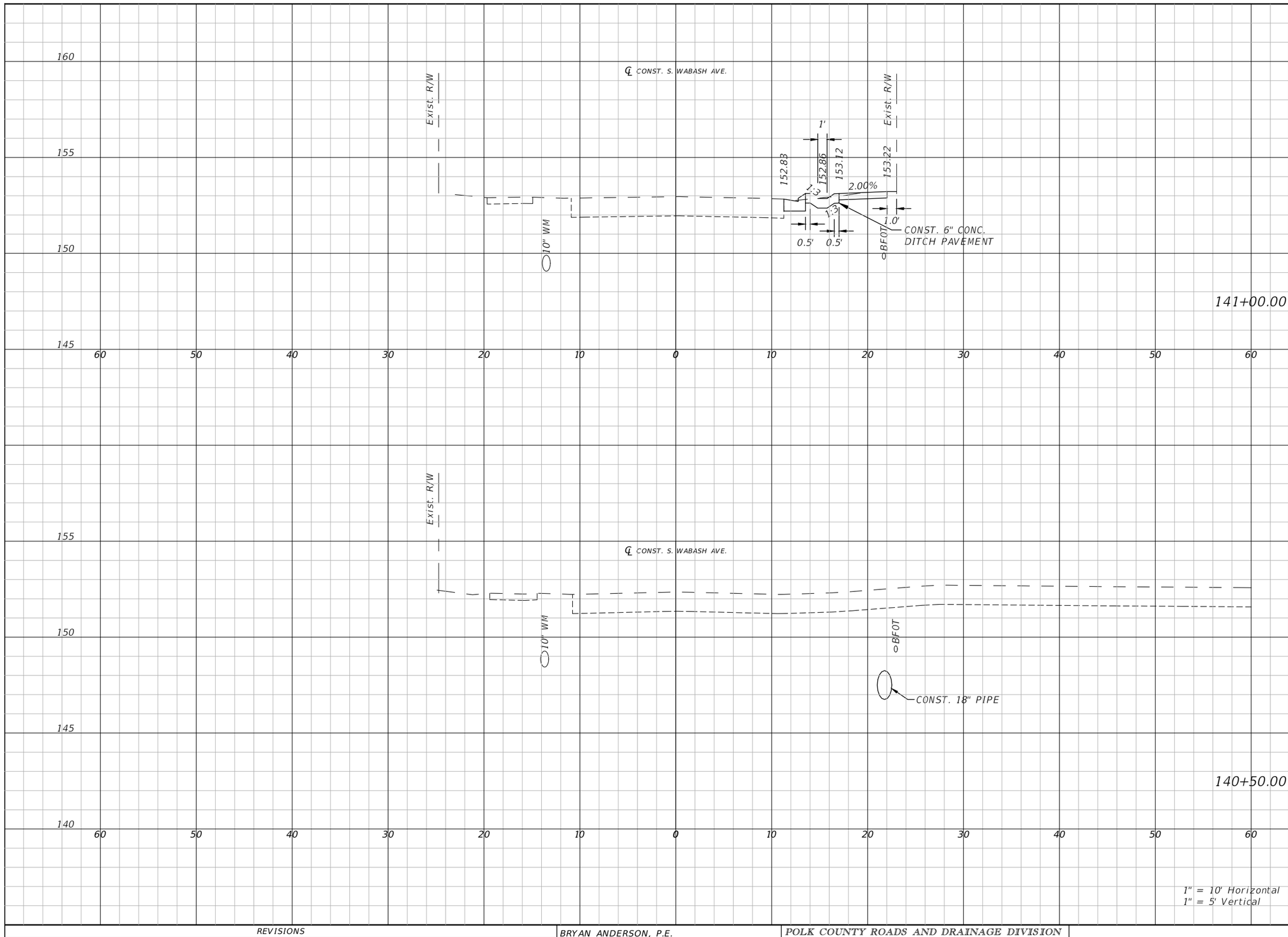
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (40)

SHEET NO. 89

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)



RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

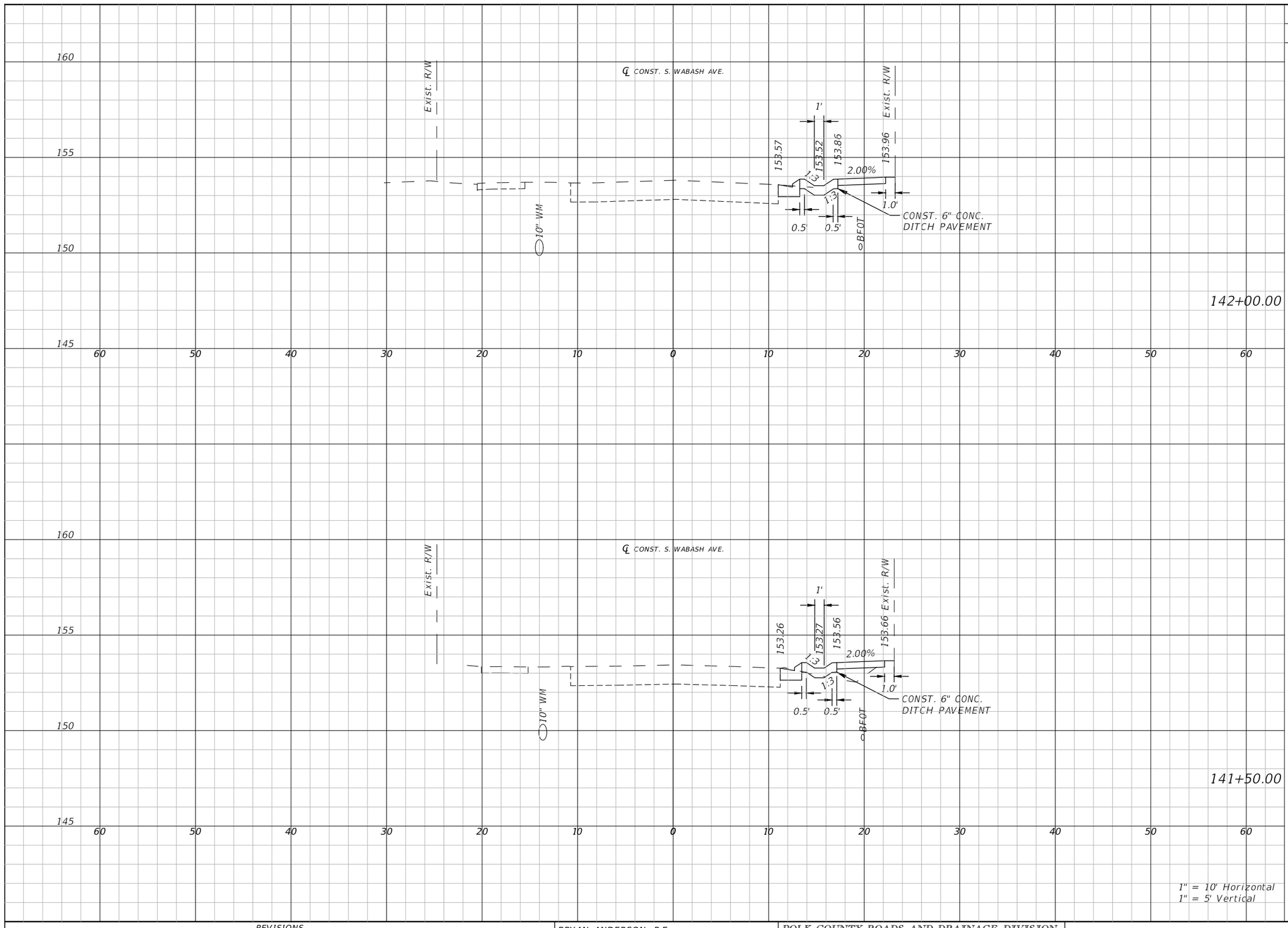
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (41)

SHEET NO. 90

James Greene 9/14/2021 8:06:21 PM P:\PR58964\44184715201\Roadway\RDXSRD01.dwg

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)



RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

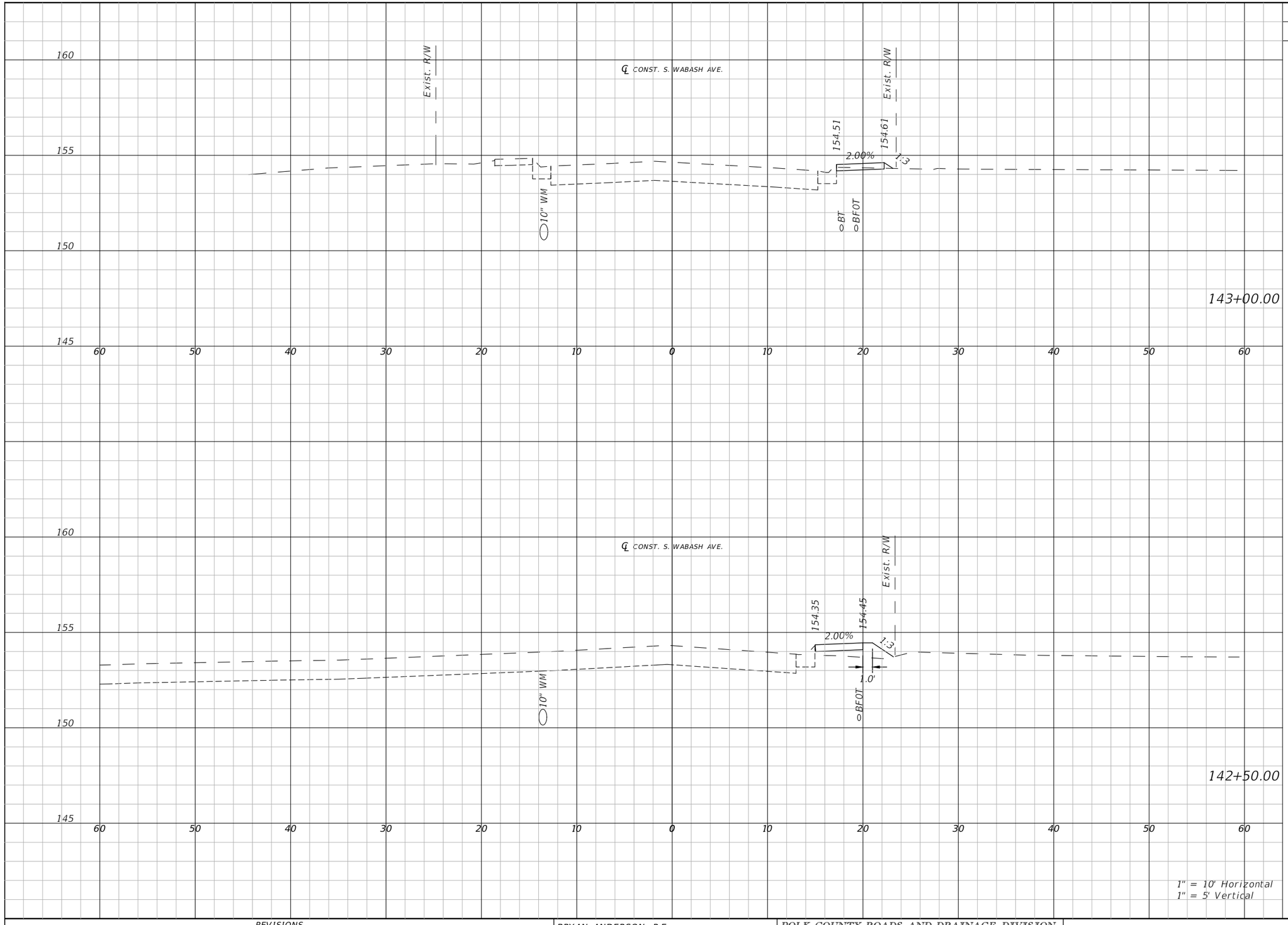
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (42)

SHEET NO. 91



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

CROSS SECTIONS (43)

SHEET NO. 92

James Greene 9/14/2021 8:06:36 PM P:\PR58964\44184715201\Roadway\RDXSRD01.dwg

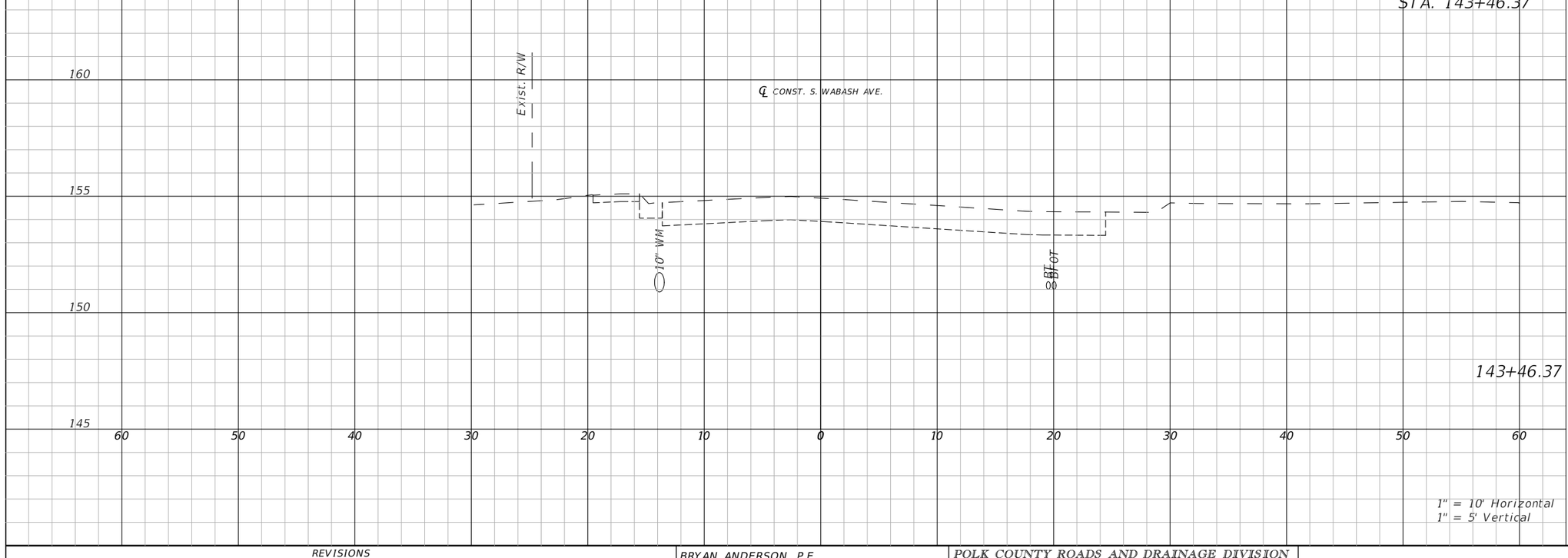
Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

END EARTHWORK
STA. 143+46.37



1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

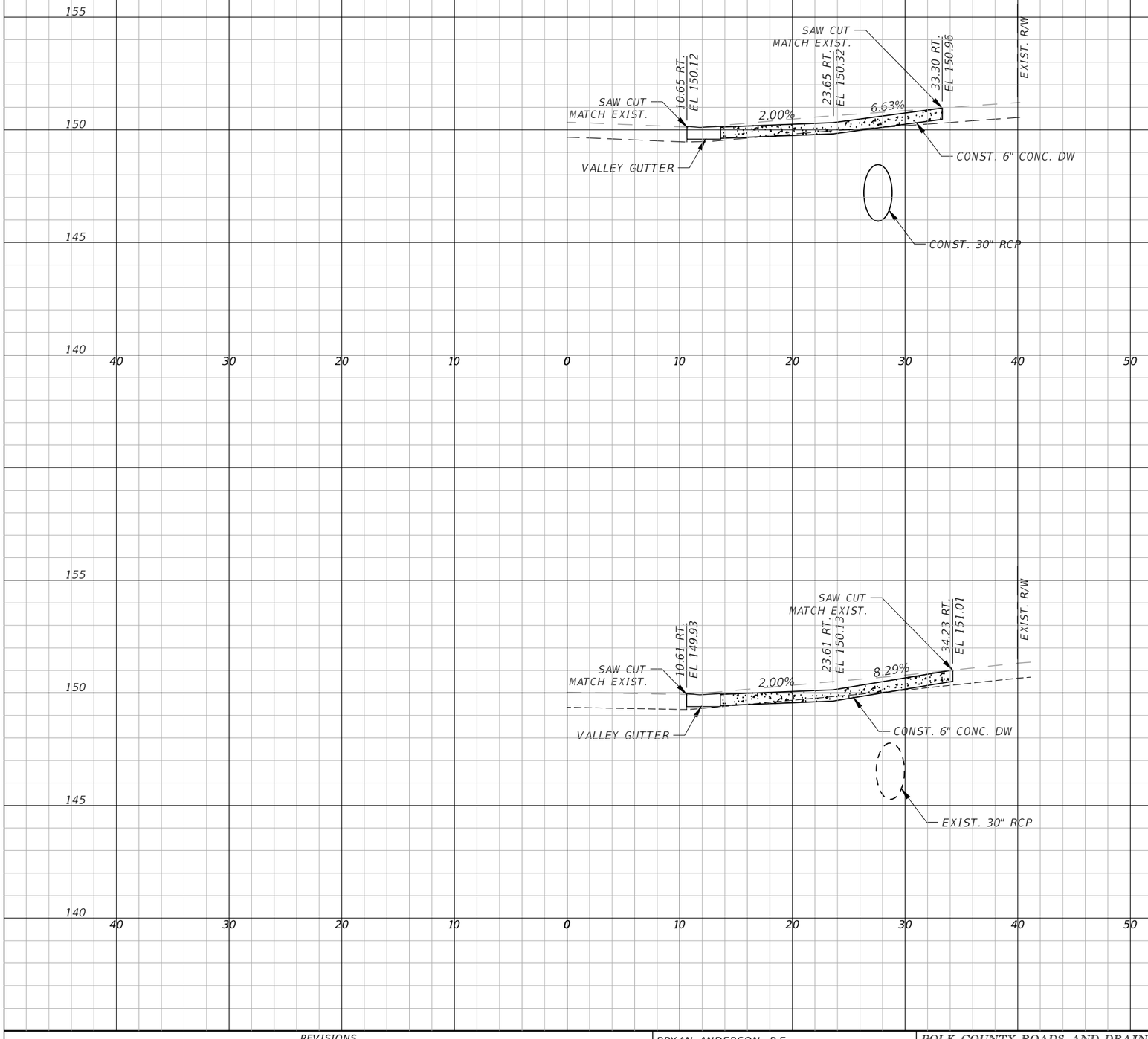
CROSS SECTIONS (44)

SHEET NO. 93

James Greene 9/14/2021 8:06:43 PM

P:\PR58964\44184715201\Roadway\RDXSRD01.dwg

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

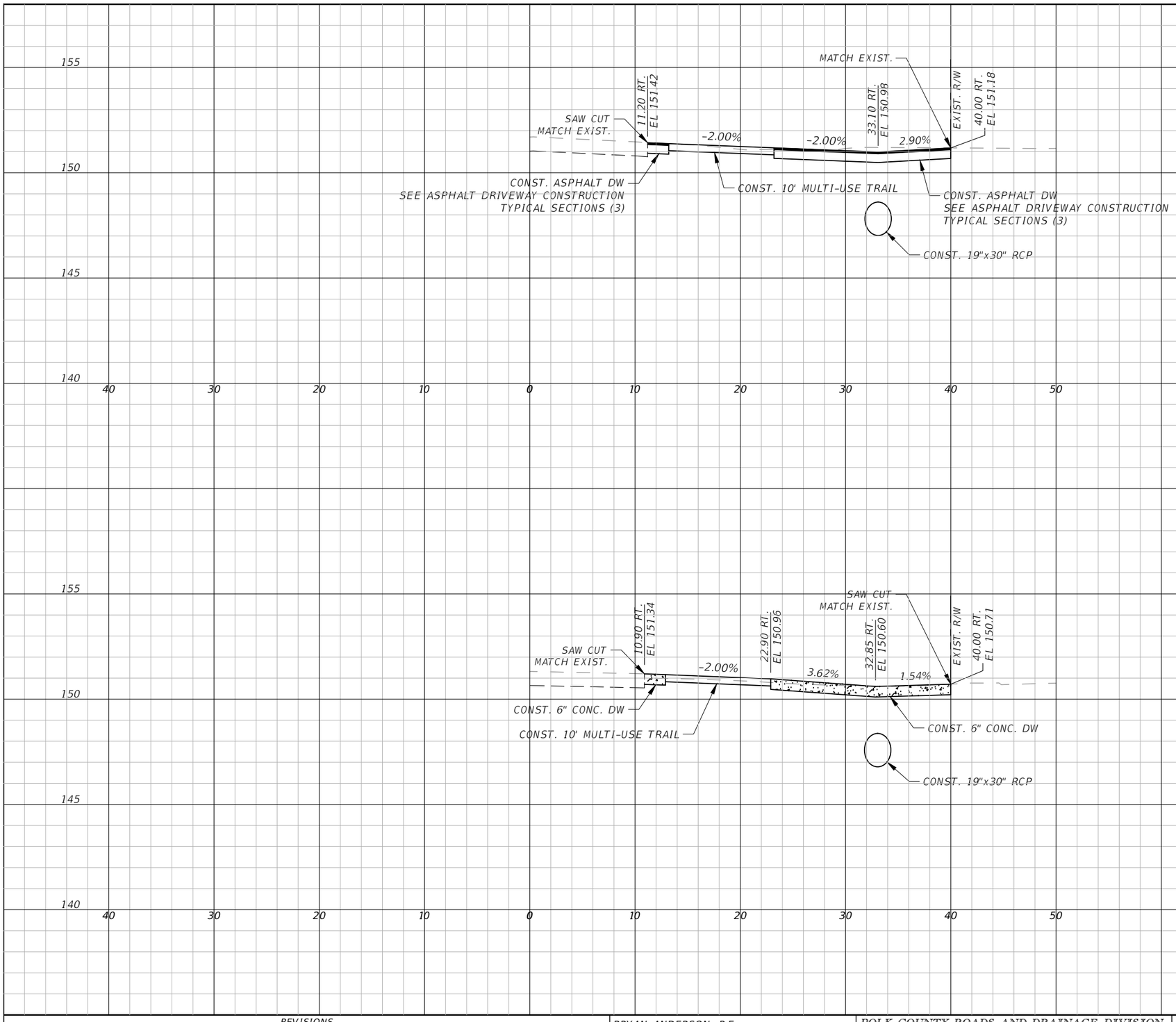
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (1)

SHEET NO. 94

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

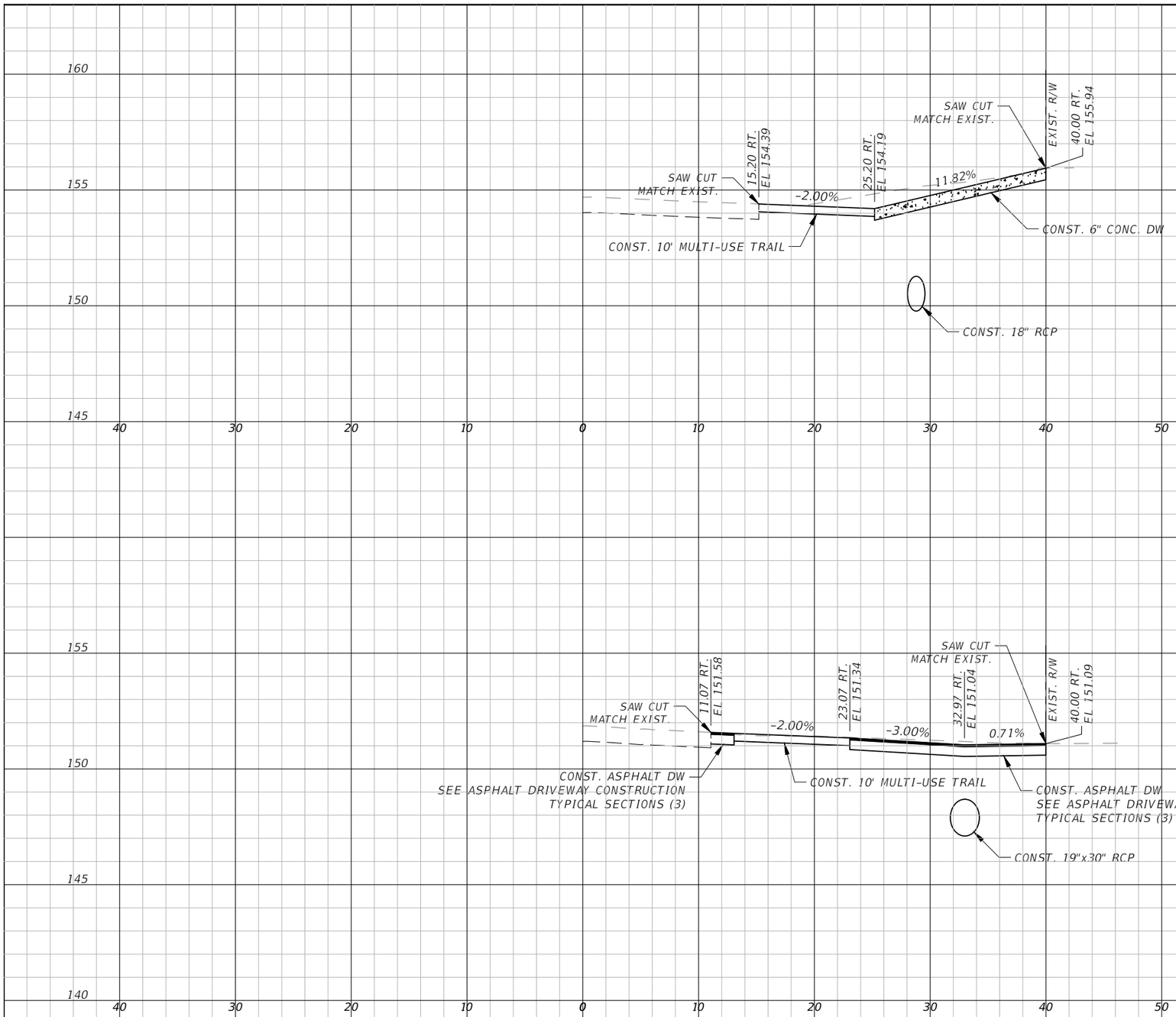
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (2)

SHEET NO. 95

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

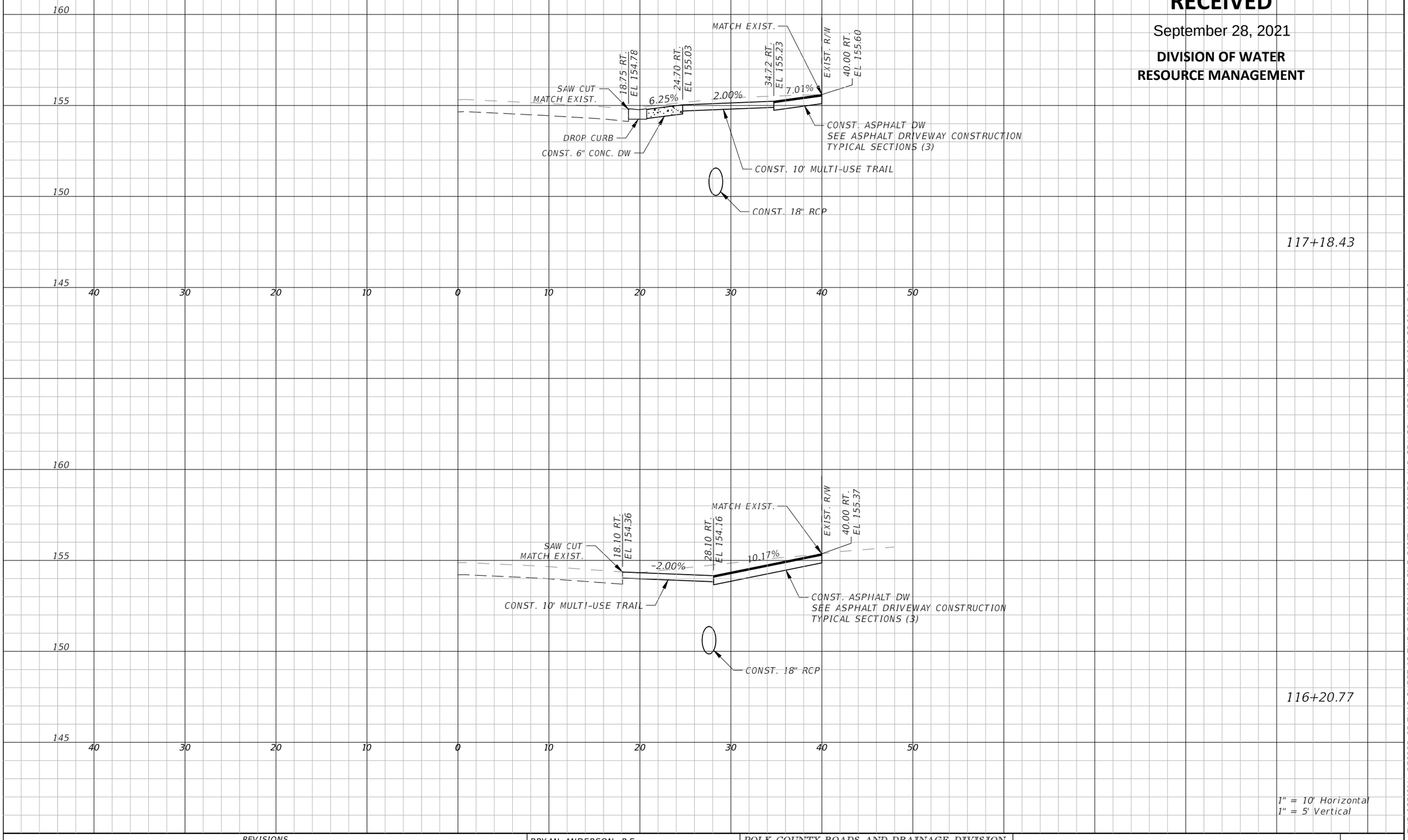
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (3)

SHEET NO. 96

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

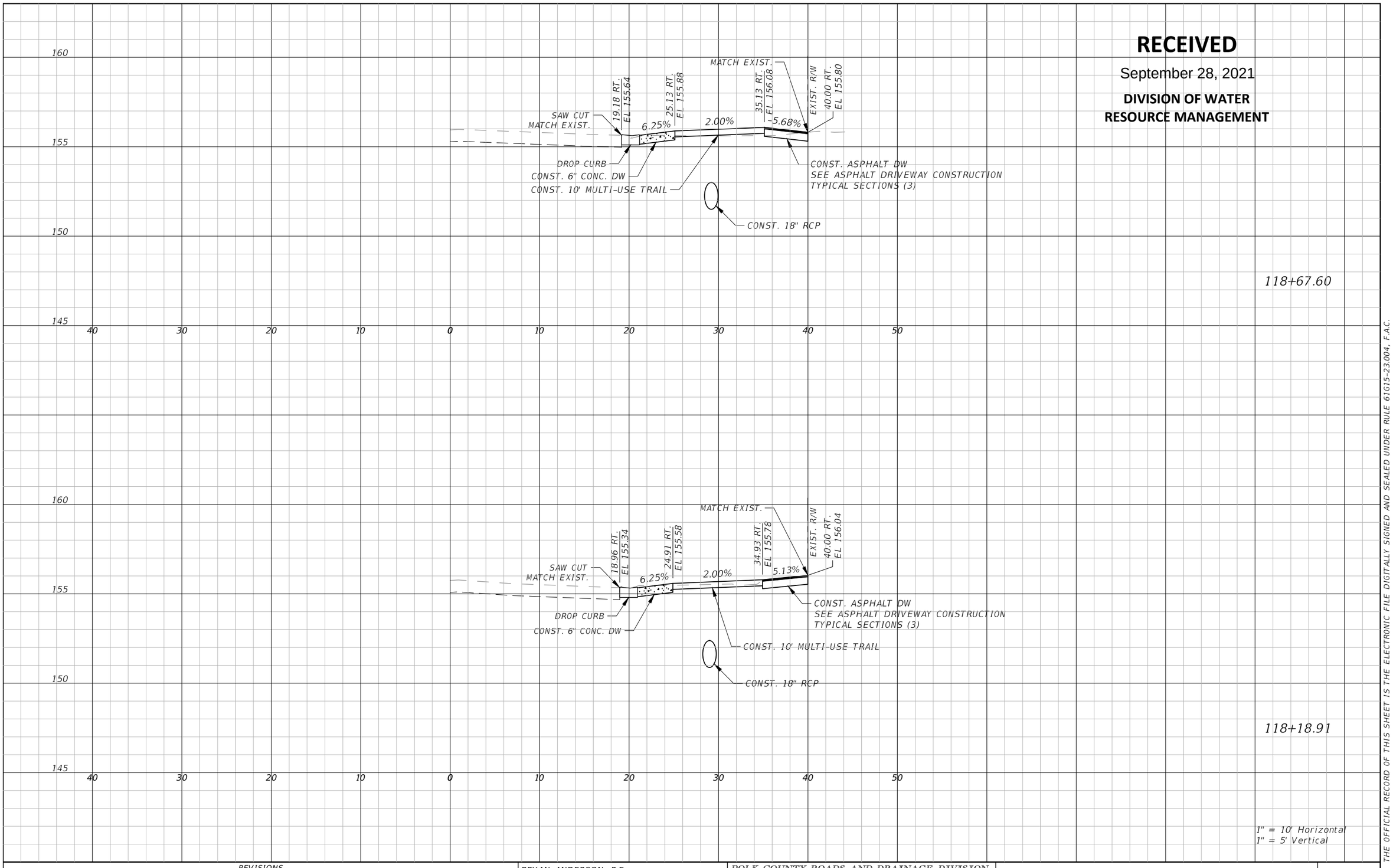
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (4)

SHEET NO. 97

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

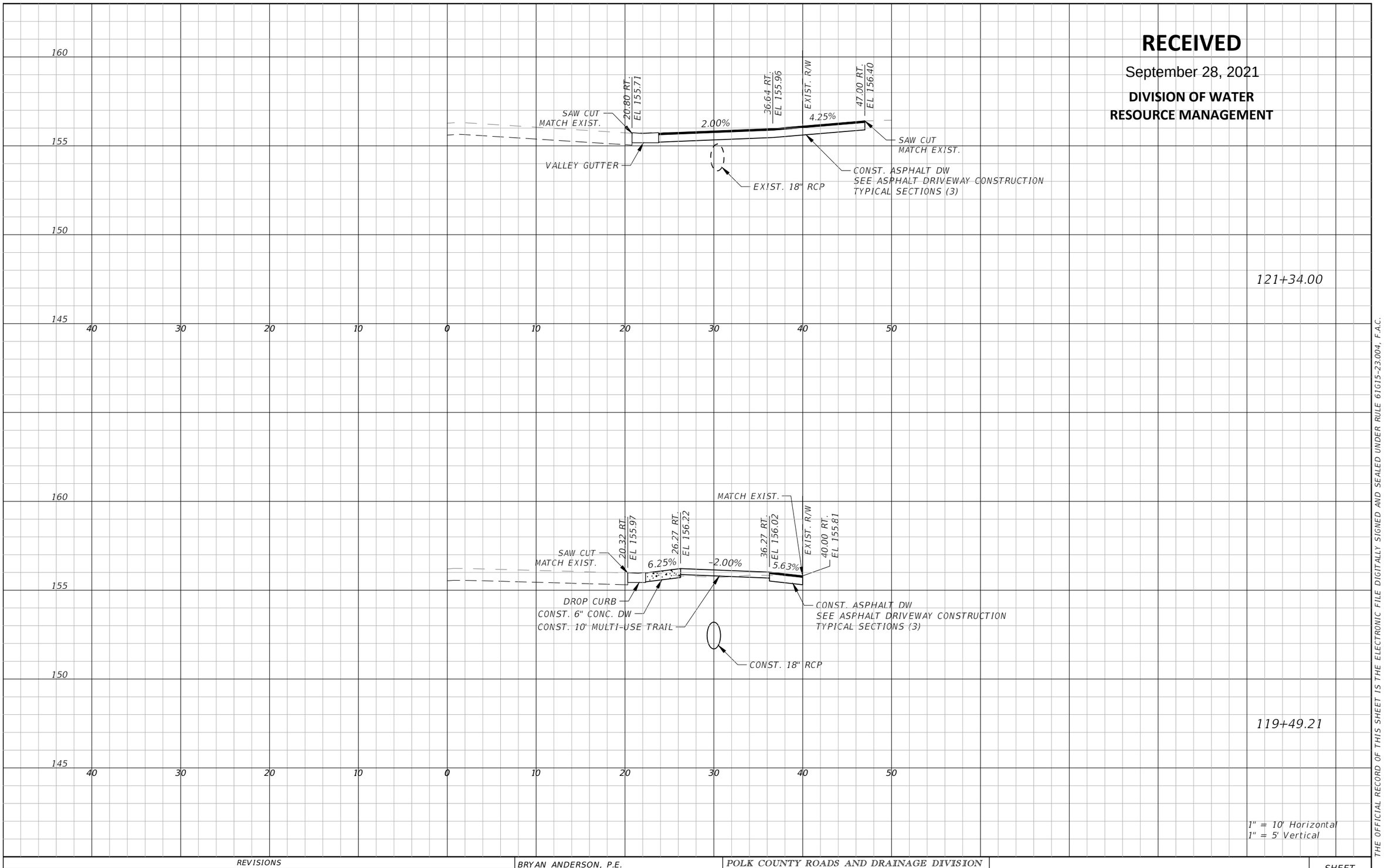
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (5)

SHEET NO. 98

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

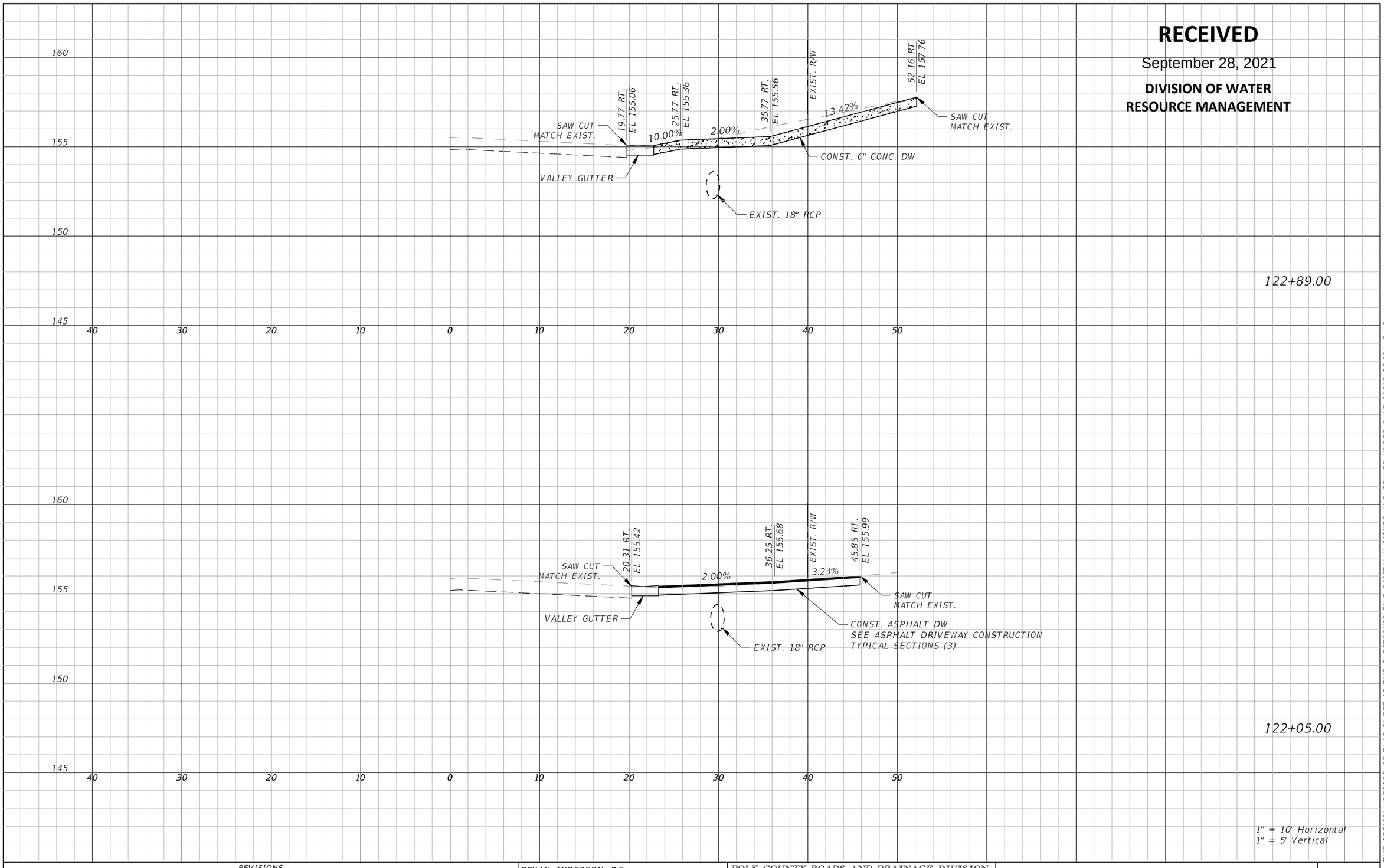
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (6)

SHEET NO. 99

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

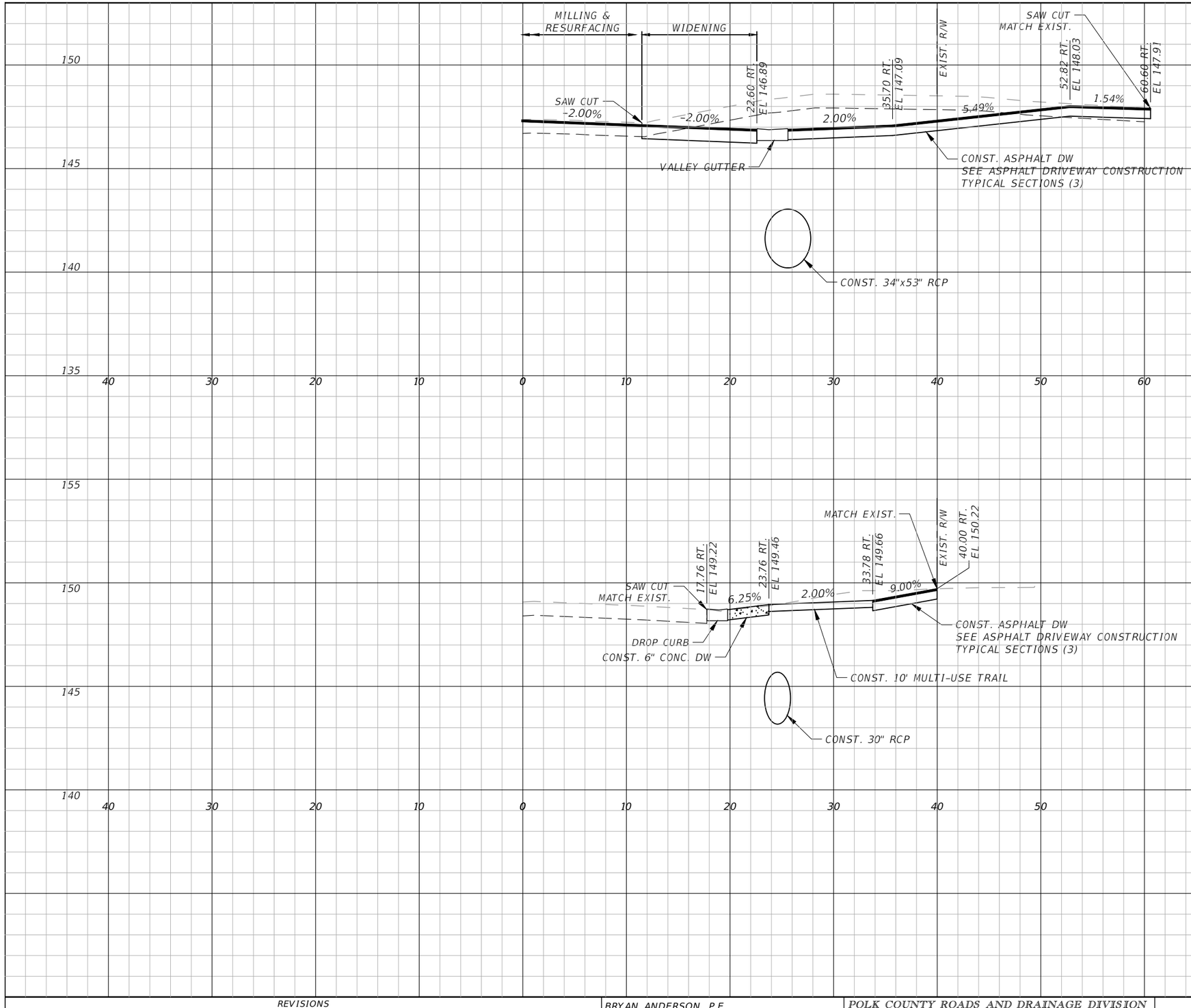
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (7)

SHEET NO. 100

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

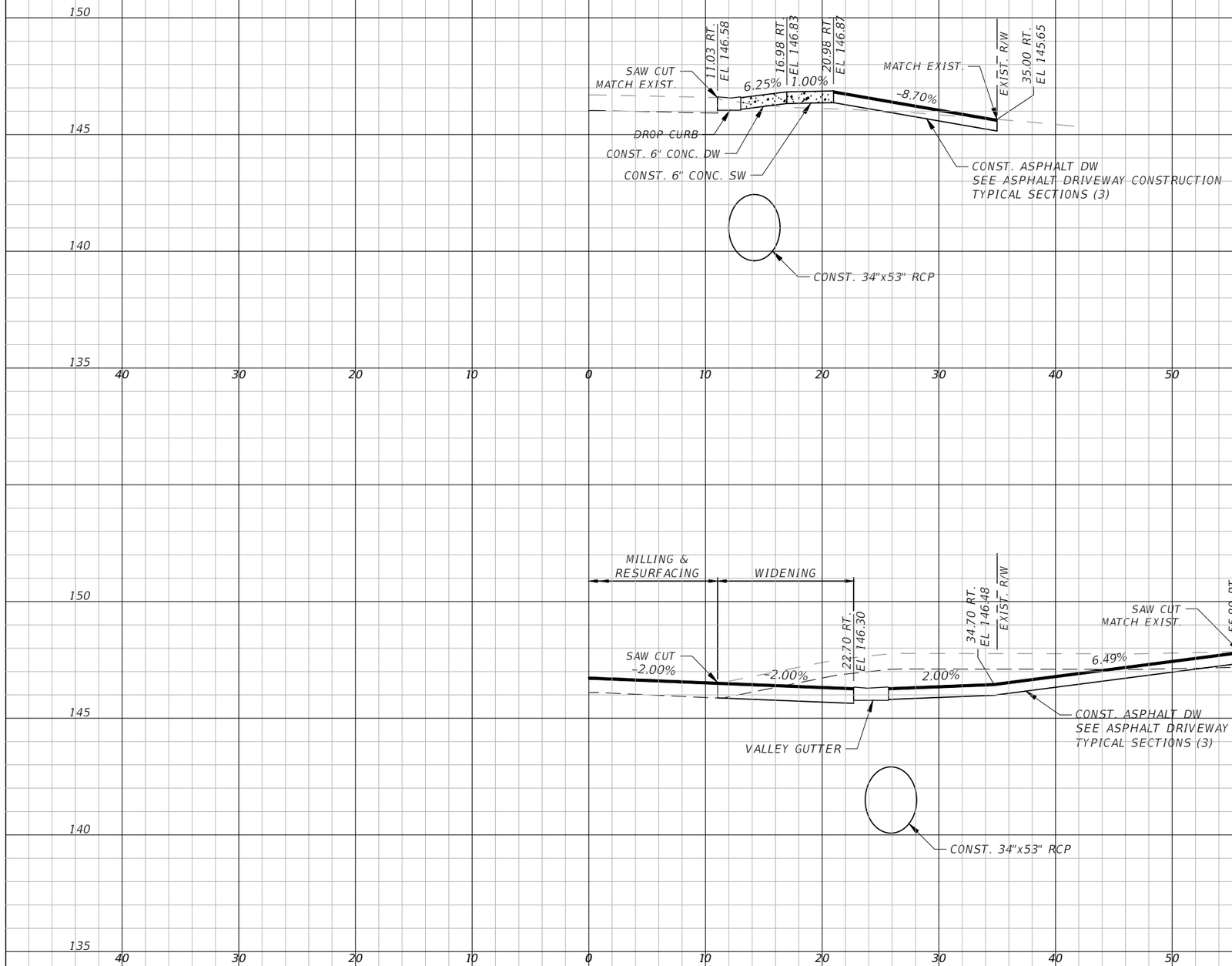
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (8)

SHEET NO. 101

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

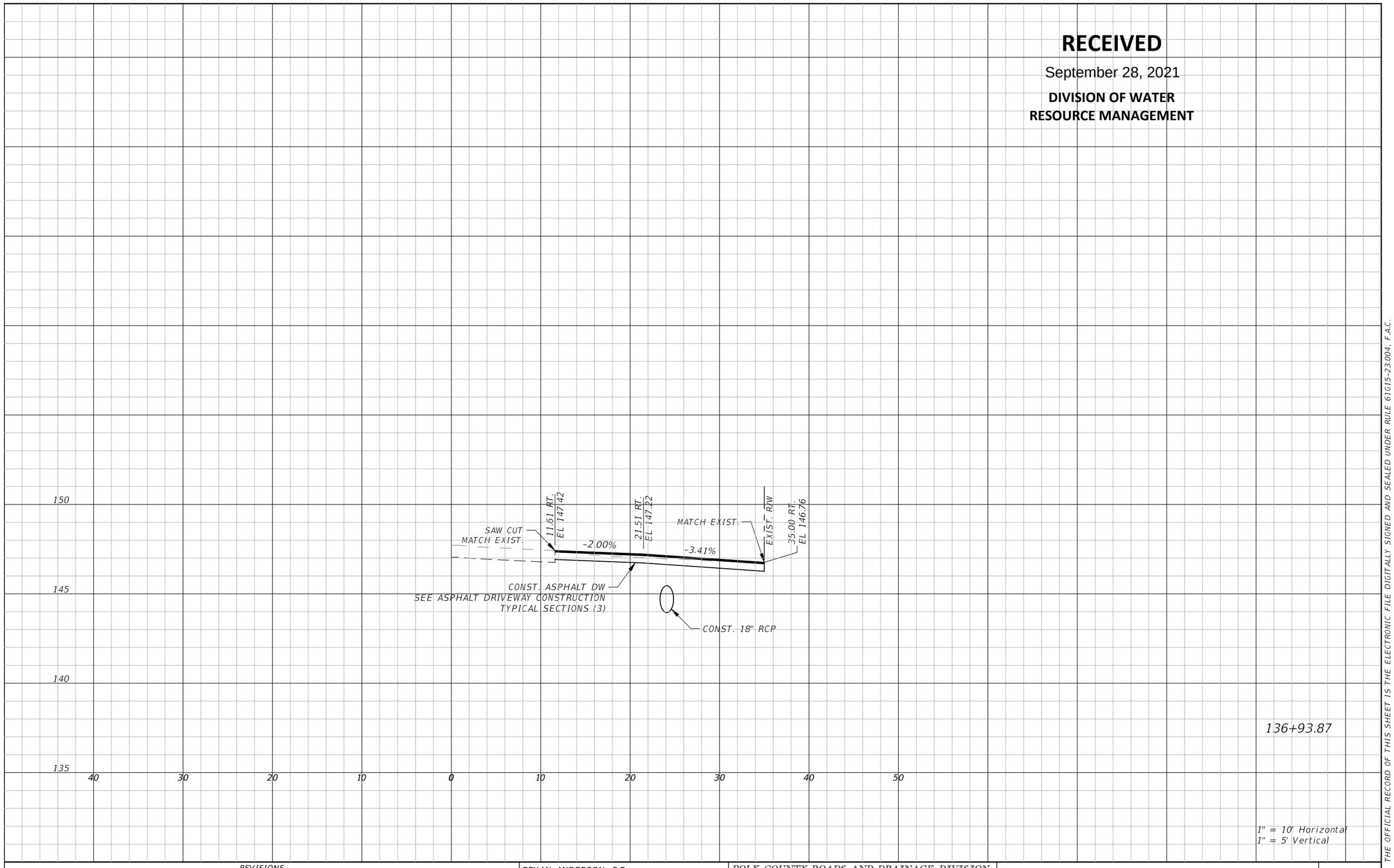
DRIVEWAY HALF SECTIONS (9)

SHEET NO. 102

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



136+93.87

1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

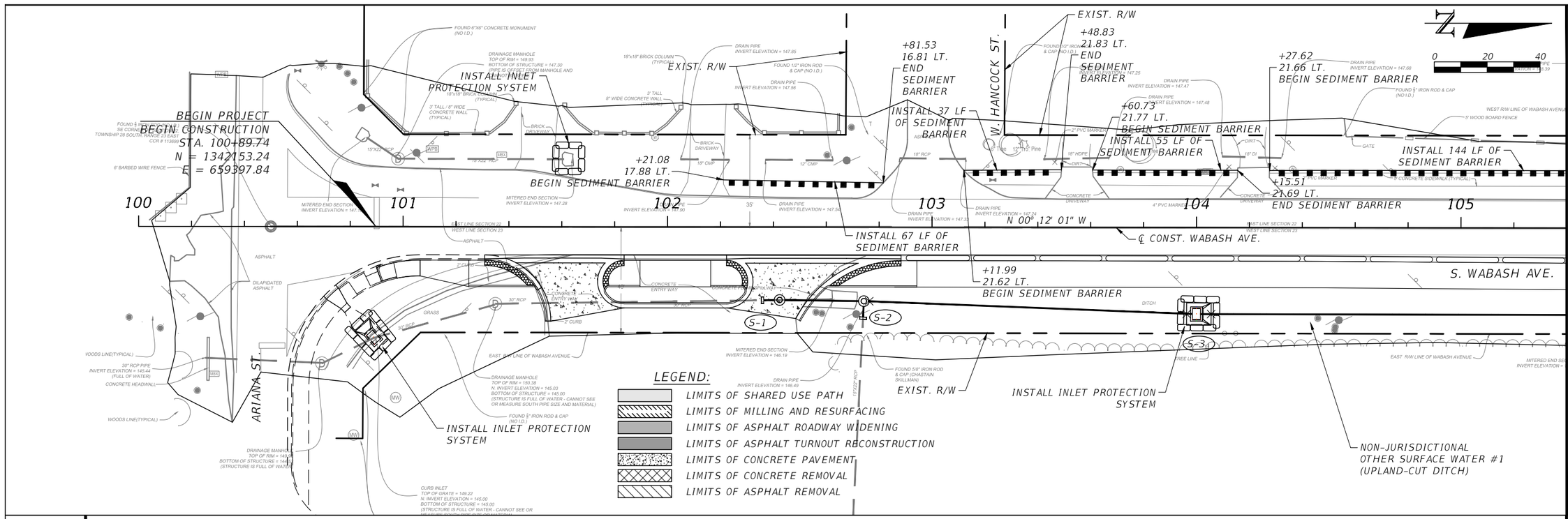
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

DRIVEWAY HALF SECTIONS (10)

SHEET NO. 103



RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

EROSION CONTROL PLAN (1)

SHEET NO. 104

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

MATCH LINE – STATION 111+00.00

MATCH LINE – STATION 116+60.00

INSTALL 226 LF OF SEDIMENT BARRIER

+00.00 21.54 LT. WEST R/W LINE OF WABASH AVENUE

+35.44 28.49 LT. END SEDIMENT BARRIER

+35.60 28.48 LT. BEGIN SEDIMENT BARRIER

+23.79 27.88 LT. END SEDIMENT BARRIER

+68.88 28.15 LT. END SEDIMENT BARRIER

+98.40 28.37 LT. BEGIN SEDIMENT BARRIER

EXIST. R/W

INSTALL 33 LF OF SEDIMENT BARRIER

W. PATTERSON ST.

+07.77 27.67 LT. BEGIN SEDIMENT BARRIER

+95.70 28.03 LT. END SEDIMENT BARRIER

INSTALL 97 LF OF SEDIMENT BARRIER

+51.21 28.37 LT. BEGIN SEDIMENT BARRIER

+39.30 27.56 LT. END SEDIMENT BARRIER

INSTALL 73 LF OF SEDIEMENT BARRIER

+56.08 28.30 LT. END SEDIMENT BARRIER

INSTALL 20 LF OF SEDIMENT BARRIER

+24.43 28.41 LT. END SEDIMENT BARRIER

111 112 113 114 115 116

S. WABASH AVE.

℄ CONST. S. WABASH AVE.

N.00° 12' 01" W

INSTALL 32 LF OF SEDIMENT BARRIER

+36.10 28.17 LT. BEGIN SEDIMENT BARRIER

S-9 S-10 S-11 S-12 S-13

INSTALL INLET PROTECTION SYSTEM

EXIST. R/W

INSTALL INLET PROTECTION SYSTEM

NON-JURISDICTIONAL OTHER SURFACE WATER #3 (UPLAND-CUT DITCH)

INSTALL INLET PROTECTION SYSTEM

INSTALL INLET PROTECTION SYSTEM

INSTALL INLET PROTECTION SYSTEM

EXIST. R/W

EXIST. R/W

EXIST. R/W

EXIST. R/W

LEGEND:

- LIMITS OF SHARED USE PATH
- LIMITS OF MILLING AND RESURFACING
- LIMITS OF ASPHALT ROADWAY WIDENING
- LIMITS OF ASPHALT TURNOUT RECONSTRUCTION
- LIMITS OF CONCRETE PAVEMENT
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF ASPHALT REMOVAL

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

+68.17 28.45 LT. BEGIN SEDIMENT BARRIER

INSTALL 35 LF OF SEDIMENT BARRIER

+02.84 28.43 LT. END SEDIMENT BARRIER

INSTALL INLET PROTECTION SYSTEM

EXIST. R/W

BEGIN SEDIMENT BARRIER

+12.15 80.85 LT. END SEDIMENT BARRIER

+12.18 59.37 LT.

INSTALL 99 LF OF SEDIMENT BARRIER

+50.19 28.09 LT.

+86.17 27.72 LT.

INSTALL INLET PROTECTION SYSTEM

+77.76 82.70 LT. BEGIN SEDIMENT BARRIER

+77.12 56.06 LT.

INSTALL 65 LF OF SEDIMENT BARRIER

EXIST. R/W

+02.69 28.11 LT. END SEDIMENT BARRIER

EXIST. R/W

117 118 119 120 121 122

S. WABASH AVE.

W. HIGHLAND ST.

℄ CONST. S. WABASH AVE.

NON-JURISDICTIONAL OTHER SURFACE WATER #4 (UPLAND-CUT DITCH)

NON-JURISDICTIONAL OTHER SURFACE WATER #5 (UPLAND-CUT DITCH)

NON-JURISDICTIONAL OTHER SURFACE WATER #6 (UPLAND-CUT DITCH)

INSTALL 24 LF OF SEDIMENT BARRIER

S-14 S-15 S-16 S-17

INSTALL INLET PROTECTION SYSTEM

EXIST. R/W

INSTALL INLET PROTECTION SYSTEM

INSTALL INLET PROTECTION SYSTEM

+55.85 39.03 RT. BEGIN SEDIMENT BARRIER

+01.82 41.00 RT. EXIST. R/W

+10.03 49.08 RT.

INSTALL INLET PROTECTION SYSTEM

INSTALL 87 LF OF SEDIMENT BARRIER

+10.89 78.14 RT. END SEDIMENT BARRIER

EXIST. R/W

+78.45 78.22 RT. BEGIN SEDIMENT BARRIER

EXIST. R/W

+78.99 59.74 RT.

INSTALL 28 LF OF SEDIMENT BARRIER

+27.56 40.09 RT. END SEDIMENT BARRIER

+04.59 39.70 RT. BEGIN SEDIMENT BARRIER

+85.15 53.44 RT. END SEDIMENT BARRIER

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

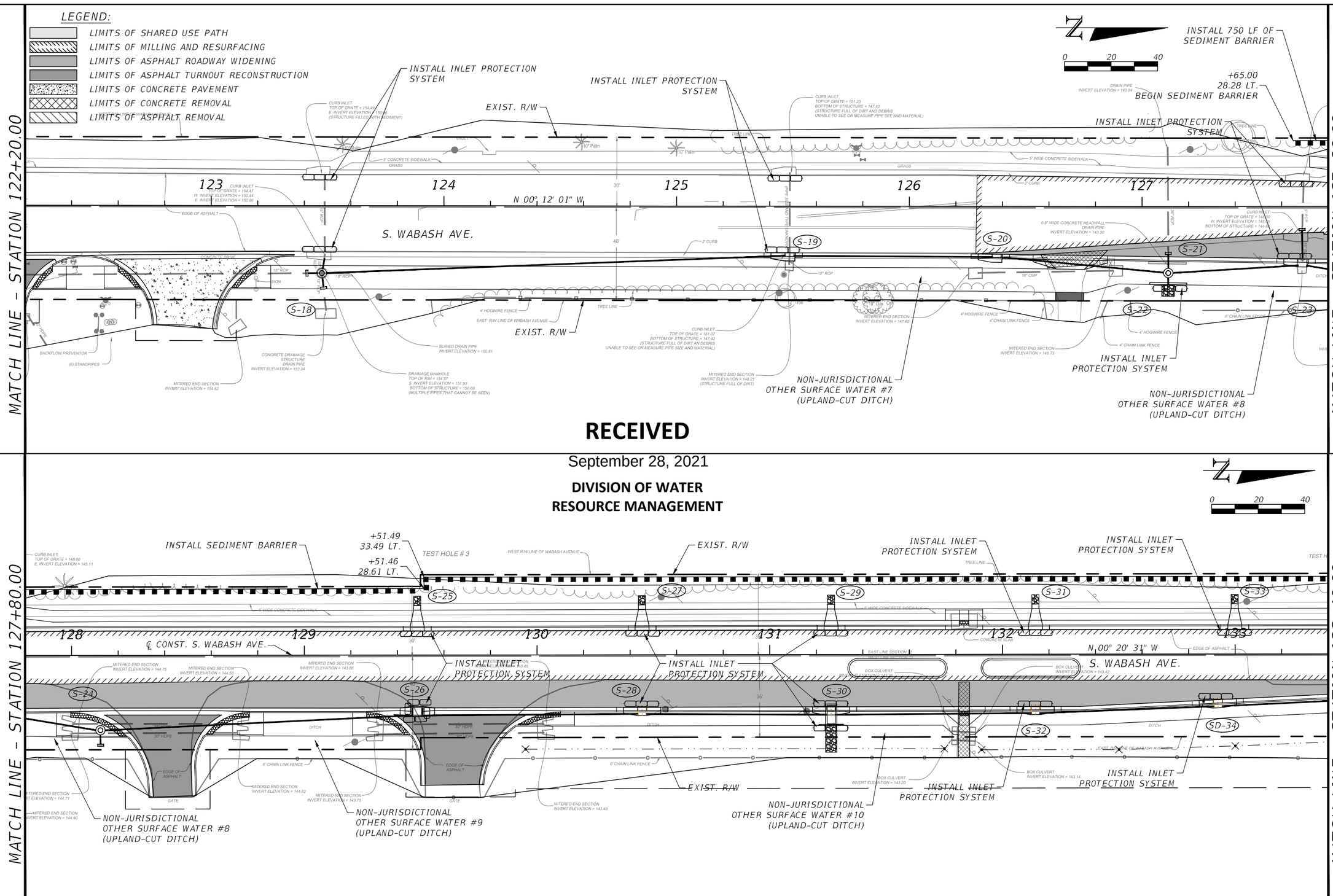
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

EROSION CONTROL PLAN (2)

SHEET NO. 105

James Greene 9/14/2021 8:09:06 PM

P:\PR58964\44184715201\Roadway\EROSRD01.dwg



RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

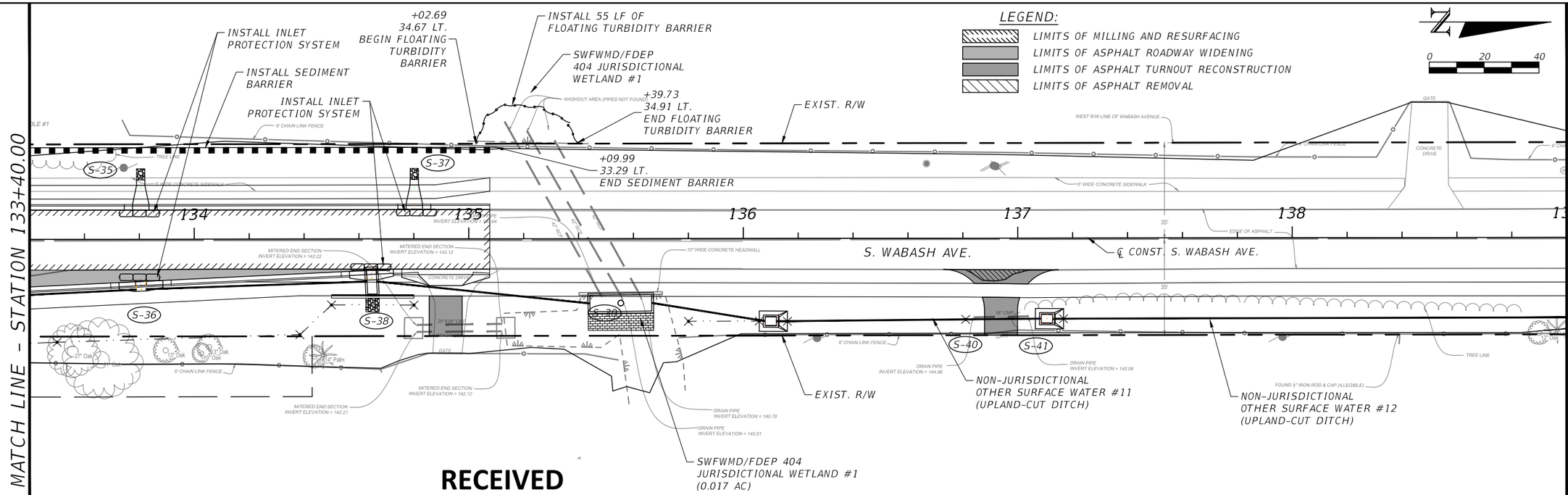
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

EROSION CONTROL PLAN (3)

SHEET NO. 106

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 9/14/2021 8:09:18 PM P:\PR58964\44184715201\Roadway\ER0SRD01.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

EROSION CONTROL PLAN (4)

SHEET NO. 107

James Greene 9/14/2021 8:09:30 PM P:\PR58964\44184715201\Roadway\EROSRD01.dwg

THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS PROVIDED TO ASSIST THE CONTRACTOR IN DEVELOPING THE REQUIRED SITE SPECIFIC EROSION CONTROL PLAN AND OTHER ITEMS NECESSARY TO OBTAIN COVERAGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERIC PERMIT (CGP). REFER TO THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL FOR ADDITIONAL REQUIREMENTS.

1.0 SITE DESCRIPTION:

(1.A.) NATURE OF CONSTRUCTION ACTIVITY:

THE PURPOSE OF THE PROJECT IS TO CONSTRUCT A MULTI-USE TRAIL ON THE EAST SIDE OF S. WABASH AVENUE FROM W. ARIANA STREET TO W. HICKORY STREET IN POLK COUNTY. OTHER IMPROVEMENTS INCLUDE A TURN LANE ADDITION AND TURNOUT RECONSTRUCTION WITHIN THE PROJECT LIMITS.

(1.B.) INTENDED SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE CONTRACTOR'S SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN, PREPARE A DETAILED CONSTRUCTION SCHEDULE TO INDICATE DATES OF MAJOR GRADING ACTIVITIES AND SEQUENCES OF TEMPORARY AND PERMANENT SOIL DISTURBING ACTIVITIES ON ALL PORTIONS OF THE PROJECT. FOR ADDITIONAL INFORMATION, REFER TO SECTION 4.7 OF THE NPDES CGP.

LIST OF INTENDED ACTIVITIES:

(I.B.1.) FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS PRIOR TO CLEARING AND GRUBBING OR ANY OTHER CONSTRUCTION ACTIVITIES. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS AREAS ARE STABILIZED AND PERMANENT VEGETATION IS ESTABLISHED.

(I.B.2.) TIME CONSTRUCTION ACTIVITIES TO LIMIT IMPACT FROM SEASONAL CHANGES OR WEATHER EVENTS.

(I.B.3.) THE CONTRACTOR WILL PROVIDE POLLUTION CONTROL BY IMPLEMENTING DUST CONTROL DURING ALL PHASES OF CONSTRUCTION.

(I.B.4.) OFFSITE RUNOFF SHOULD BE DIVERTED AWAY OR THROUGH THE CONSTRUCTION AREA, IF POSSIBLE. THIS ADDITIONAL FLOW, IF NOT DIVERTED, CAN ADD VOLUME AND SIZE TO STRUCTURAL PRACTICES, REQUIRING MORE FREQUENT MAINTENANCE AND LIMITING EFFECTIVENESS OF EROSION AND SEDIMENT CONTROLS.

(I.C.) PROJECT AREA ESTIMATES:

TOTAL SITE AREA: 4.6 ACRES.
TOTAL AREA TO BE DISTURBED: 3.9 ACRES.

(I.D.) RUNOFF DATA:

RUNOFF COEFFICIENTS BEFORE Cw (B), DURING Cw (D) AND AFTER Cw (A) CONSTRUCTION.

RUNOFF COEFFICIENTS FOR:
GRASSED SHOULDERS ADJACENT TO ROADWAY: C=0.35
IMPERVIOUS ROADWAYS AND PAVED SHOULDER: C=0.95
DISTURBED AREAS, EXPOSED SOIL, ETC., DURING CONSTRUCTION: C=0.40

WEIGHTED RUN-OFF COEFFICIENT:
BEFORE: Cw (B) = 0.52 DURING: Cw (D) = 0.61 AFTER: Cw (A) = 0.70

THE RUN-OFF COEFFICIENT Cw (D), IS CALCULATED ASSUMING THAT THE MAXIMUM ALLOWABLE AREA OF SOIL IS DISTURBED DURING CONSTRUCTION AND THE REMAINING AMOUNT IS THE EXISTING IMPERVIOUS AND GRASSED SHOULDER AREAS.

SOIL DATA:

PROJECT SOILS ARE IDENTIFIED ON THE SOILS MAP AND NRCS SOILS REPORT CONTAINED IN THE PROJECT DRAINAGE DOCUMENTATION. IN GENERAL, THE SOILS ARE:

SOIL TYPE	HYDROLOGIC GROUP	DEPTH TO SHWE RANGES
TAVARES, SMYRNA, MYAKKA AND ZOLFO FINE SANDS	A AND A/D	0.5 FT. TO 6.0 FT.
URBAN LAND	A AND A/D	0.5 FT. TO 6.0 FT.

REFERENCE: USDA SOIL SURVEY OF POLK COUNTY FLORIDA

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

OUTFALL INFORMATION:

THERE ARE 3 OUTFALLS.

THE OUTFALLS DISCHARGE INTO THE FOLLOWING BASINS:

BASIN	WBID	PARAMETER(S) OF CONCERN FOR 303(d) LISTING
LAKE HUNTER OUTLET	1543A	FECAL COLIFORM AND DISSOLVED OXYGEEN

OUTFALL LOCATIONS: (TEMPORARY AND PERMANENT)

	DESCRIPTION	DRAINAGE AREA	LATITUDE	LONGITUDE	RECEIVING WATERBODY
(a)	44 LF - 30" PIPE	28.35 AC	N 28° 01' 33"	W 81° 59' 24"	EXISTING DITCH
(b)	42 LF - 36" PIPE	31.55 AC	N 28° 02' 00"	W 81° 59' 24"	EXISTING DITCH
(c)	30 LF - TRIPLE 48" PIPE	48.27 AC	N 28° 02' 08"	W 81° 59' 24"	EXISTING DITCH

THIS FACILITY DOES DISCHARGE TO WATERS LISTED ON THE ADOPTED FDEP VERIFIED LIST OR ADOPTED TMDL FOR IMPAIRMENT DUE TO TOTAL SUSPENDED SOLID, TURBIDITY, NUTRIENTS, DISSOLVED OXYGEN, OR FECAL COLIFORM.

WETLAND AND/OR SURFACE WATER IMPACTS SHALL BE LIMITED TO THE AREAS DESCRIBED IN THE APPROVED PERMITS FOR THE PROJECT.

(1.E.) SITE MAP:

THE SITE MAP SHALL BE COMPRISED OF THE CONSTRUCTION PLANS AND THE CONTRACTOR'S SITE-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN.

(I.F.) STORMWATER MANAGEMENT (EXISTING/PROPOSED)

(I.F.1.) EXISTING RUNOFF DRAINS TO ROADSIDE DITCHES, FLOWING VIA DITCH AND PIPED SYSTEMS TO THE LAKE HUNTER OUTLET DITCH LOCATED SOUTH OF THE PROJECT. THE CROSS SECTION SHEETS AND PLAN-PROFILE SHEETS PROVIDE THE APPROXIMATE SLOPE, AREAS OF SOIL DISTURBANCE AND AREAS TO BE STABILIZED. UNLESS OTHERWISE APPROVED BY THE PERMITS, THE CONSTRUCTION ACTIVITIES SHALL NOT MODIFY OR AFFECT THE EXISTING OFFSITE FLOW PATTERNS.

(I.F.2.) THE PROPOSED SEDIMENT BASINS, CONTAINMENT SYSTEMS AND/OR STORMWATER MANAGEMENT FACILITIES SHALL BE CONSTRUCTED DURING THE INITIAL PHASE OF CONSTRUCTION AND USED DURING CONSTRUCTION OF THE ROADWAY. THE OUTFALL PIPES ARE TO BE PROTECTED WHEN TEMPORARY SEDIMENT BASINS, CONTAINMENT SYSTEMS OR PERMANENT STORMWATER MANAGEMENT FACILITIES ARE USED FOR EROSION AND SEDIMENT CONTROL TO PREVENT DOWNSTREAM SEDIMENTATION.

2. CONTROLS:

(2.A.) SEDIMENT AND EROSION CONTROLS

(2.A.1.) PER SECTION 5.4 OF THE NPDES CGP, STABILIZATION SHALL TAKE PLACE AS SOON AS PRACTICAL IN PORTIONS OF THE PROJECT WHERE CONSTRUCTION ACTIVITIES HAVE CEASED, BUT NO LATER THAN 7 DAYS AFTER ANY CONSTRUCTION ACTIVITY CEASES EITHER TEMPORARILY OR PERMANENTLY.

(2.A.2) SEDIMENT BARRIERS SHALL BE USED AROUND THE PERIMETER OF ANY NEEDED STOCKPILE AREAS.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

STORMWATER POLLUTION PREVENTION PLAN (1)

SHEET NO. 108

(2.A.3.) STRUCTURAL PRACTICES

IN THE CONTRACTOR'S SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN, DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES MAY INCLUDE THE FOLLOWING, AS APPROVED BY THE ENGINEER:

TEMPORARY DEVICES:
* SILT FENCE

* STAKED TURBIDITY BARRIERS

* SOIL TRACKING PREVENTION DEVICES AT CONSTRUCTION ENTRANCES/EXITS

* FLOATING TURBIDITY BARRIERS

* INLET PROTECTION SYSTEMS INCLUDING SYNTHETIC BALES AND SANDBAGS

* SEDIMENT BASIN/CONTAINMENT SYSTEMS

* CHEMICAL TREATMENTS SUCH AS POLYACRYLAMIDES AND ALUM

PERMANENT:
* STORMWATER SWALES/DITCHES

* SOD (MAY ALSO BE USED FOR TEMPORARY CONTROLS)

* VELOCITY DISSIPATION DEVICES SUCH AS RIPRAP OR OTHERS

(2.B.) WATER QUALITY MONITORING

(2.B.1.) WATER QUALITY MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH THE SPECIAL CONDITIONS OF ANY ENVIRONMENTAL PERMIT, OR BY THE CONTRACTOR UPON THE OBSERVATION THAT WATER QUALITY STANDARDS MAY BE VIOLATED BY THE CONTRACTOR'S ACTIVITIES. MONITORING LOCATIONS MAY BE SPECIFIED IN THE ENVIRONMENTAL PERMIT OR MAY BE DESIGNATED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.

(2.B.2.) THE ENGINEER WILL BE RESPONSIBLE FOR MONITORING ANY ACTIVITIES FOR VIOLATION OF WATER QUALITY STANDARDS AS THEY RELATE TO TURBIDITY (NO GREATER THAN 29 NEPHELOMETRIC TURBIDITY UNITS (NTUs) ABOVE BACKGROUND OR GREATER THAN 0 NTUs ABOVE BACKGROUND FOR DIRECT DISCHARGES TO OUTSTANDING FLORIDA WATERS (OFWs)).

(2.B.3.) IF WATER QUALITY STANDARDS ARE VIOLATED, CONSTRUCTION SHALL BE STOPPED IMMEDIATELY. THE ENVIROMENTAL PERMIT CONDITIONS FOLLOWED AND EROSION AND SEDIMENT CONTROL DEVICES REEVALUATED AND APPROVED BY THE ENGINEER PRIOR TO ANY CONTINUATION OF ACTIVITY. MONITORING ACTIVITIES AND TURBIDITY READINGS SHALL BE RECORDED ON THE CONSTRUCTION INSPECTION REPORT AND CONTINUED UNTIL TURBIDITY READINGS FALL BELOW AN ACCEPTABLE LEVEL (LESS THAN 29 NTUs ABOVE BACKGROUND OR LESS THAN 0 NTUs ABOVE BACKGROUND FOR DIRECT DISCHARGES TO OFWs).

(2.B.4.) WATER QUALITY MONITORING MAY BE CONDUCTED DURING ANY PHASE OF CONSTRUCTION AS DIRECTED BY THE ENGINEER.

(2.C.) DEWATERING CONTROLS

THE SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN SHALL INCLUDE A DESCRIPTION OF THE BMPs THAT WILL BE USED TO ENSURE THAT DISCHARGES OF NONCONTAMINATED GROUND WATER FROM DEWATERING OPERATIONS DO NOT CAUSE OR CONTRIBUTE TO VIOLATIONS OF STATE WATER QUALITY STANDARDS.

(2.D.) OTHER CONTROLS

(2.D.1.) THE SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN SHALL IDENTIFY CHEMICAL AND FUEL STORAGE AREAS, MEANS OF MINIMIZING EXPOSURE TO STORMWATER, AND SPILL PREVENTION.

(2.D.2.) OFFSITE VEHICLE TRACKING & GENERATION OF DUST

IN THE SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN, DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

(2.D.2.a.) LOADED HAUL TRUCKS ARE TO BE COVERED BY A TARPAULIN.

(2.D.2.b.) REMOVING EXCESS DIRT FROM ROADS DAILY.

(2.D.2.c.) USING WATER TRUCKS DURING DUST-GENERATING ACTIVITIES.

(2.D.2.d.) SEDIMENT CONTROL MAY BE ACCOMPLISHED BY USING STREET OR VACUUM SWEEPERS.

3. MAINTENANCE

MAINTAIN AND REPAIR ALL EROSION AND SEDIMENT CONTROL DEVICES AND REMOVE EROSION AND SEDIMENT CONTROL DEVICES WHEN NOTICE OF TERMINATION IS MAILED. REMOVE AND PROPERLY DISPOSE OF SEDIMENT BUILDUP THROUGH THE LIFE OF THE INSTALLED EROSION AND SEDIMENT CONTROL DEVICES.

(3.A.) IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF NOTICE.

(3.B.) SEDIMENT BARRIERS SHALL BE REPLACED WHEN IT IS NO LONGER EFFECTIVE OR AS DIRECTED BY THE ENGINEER.

(3.C.) STABILIZED CONSTRUCTION ENTRANCES SHALL BE MAINTAINED TO PREVENT CLOGGING OF ROCK BEDDING WHICH MAY IMPEDE THE USEFULNESS OF THE STRUCTURE.

(3.D.) REMOVE SEDIMENT FROM SEDIMENT BASINS WHEN IT BECOMES MORE THAN HALF THE AVAILABLE VOLUME.

4. INSPECTION, TRACKING, AND REPORTING

INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE AND RECORD RAINFALL.

(4.A.) SUBMIT A WEEKLY REPORT TO THE DEPARTMENT DOCUMENTING THE DAILY INSPECTIONS AND MAINTENANCE OR REPAIRS TO THE EROSION AND SEDIMENT CONTROL DEVICES. MAINTAIN ALL REQUIRED REPORTS AND COMPLETE ALL SWPPP INSPECTION FORMS.

(4.B.) PREPARATION OF ALL THE CONTRACTOR'S REPORTS OF INSPECTION, MAINTENANCE AND REPAIRS REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION, SHALL BE INCLUDED IN THE INDIVIDUAL COSTS OF THE EROSION AND SEDIMENT CONTROL DEVICES.

(4.C.) USE THE SWPPP CONSTRUCTION INSPECTION REPORT FORM # 650-040-03, FOR DAILY INSPECTIONS.

5. NON-STORMWATER DISCHARGES

THE SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES AND DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION. THE PLAN SHALL INCLUDE PROCEDURES FOR SPILL CONTAINMENT, REPORTING AND RESPONSES. THE PLAN SHALL SPECIFY WHAT MANAGEMENT PRACTICES AND CONTAINMENT METHODS WILL BE USED TO PREVENT POTENTIAL POLLUTANTS (FUEL, LUBRICANTS, HERBICIDES, ETC.) FROM SPILLING ONTO THE SOIL OR INTO THE SURFACE WATERS. IF A SPILL DOES OCCUR OR IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT THE DISTRICT CONTAMINATION IMPACT COORDINATOR AT 863-519-2625 AND THE ENGINEER. IF A RELEASE CONTAINING HAZARDOUS SUBSTANCES OCCURS, CONTACT THE FLORIDA STATE WATCH OFFICE AT 800-320-0519 OR 850-413-9911 PER SECTION 9.2 OF THE CGP.

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

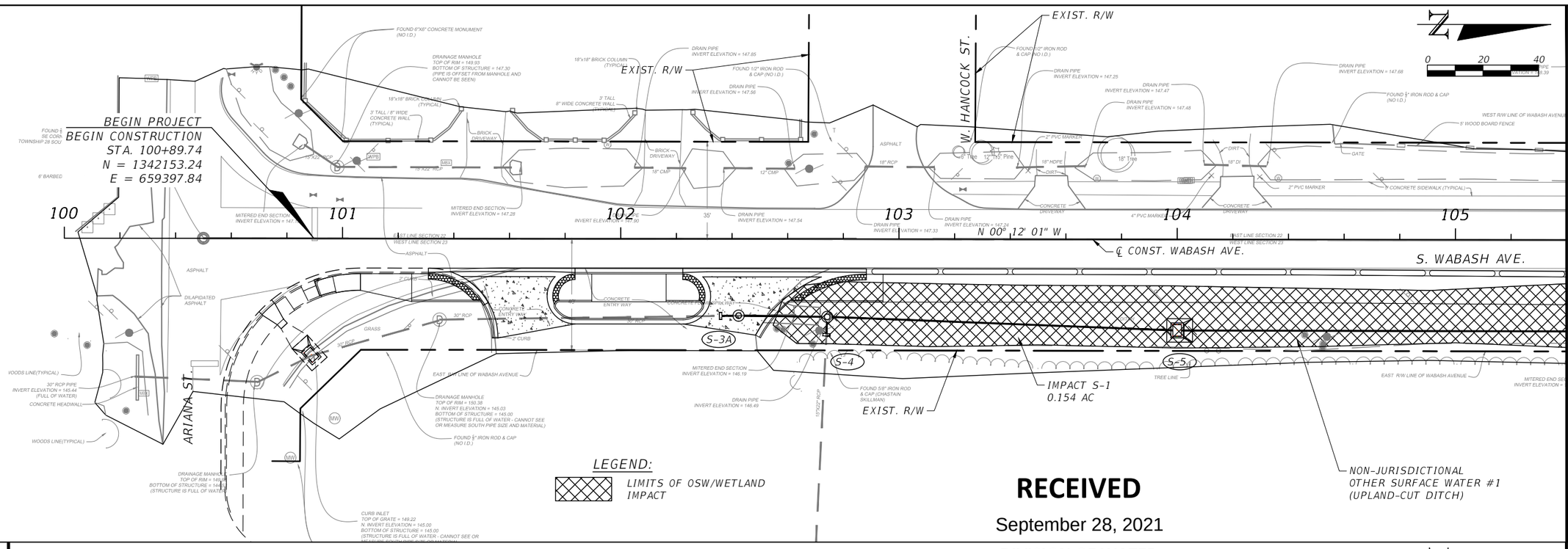
BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

STORMWATER POLLUTION PREVENTION PLAN (2)

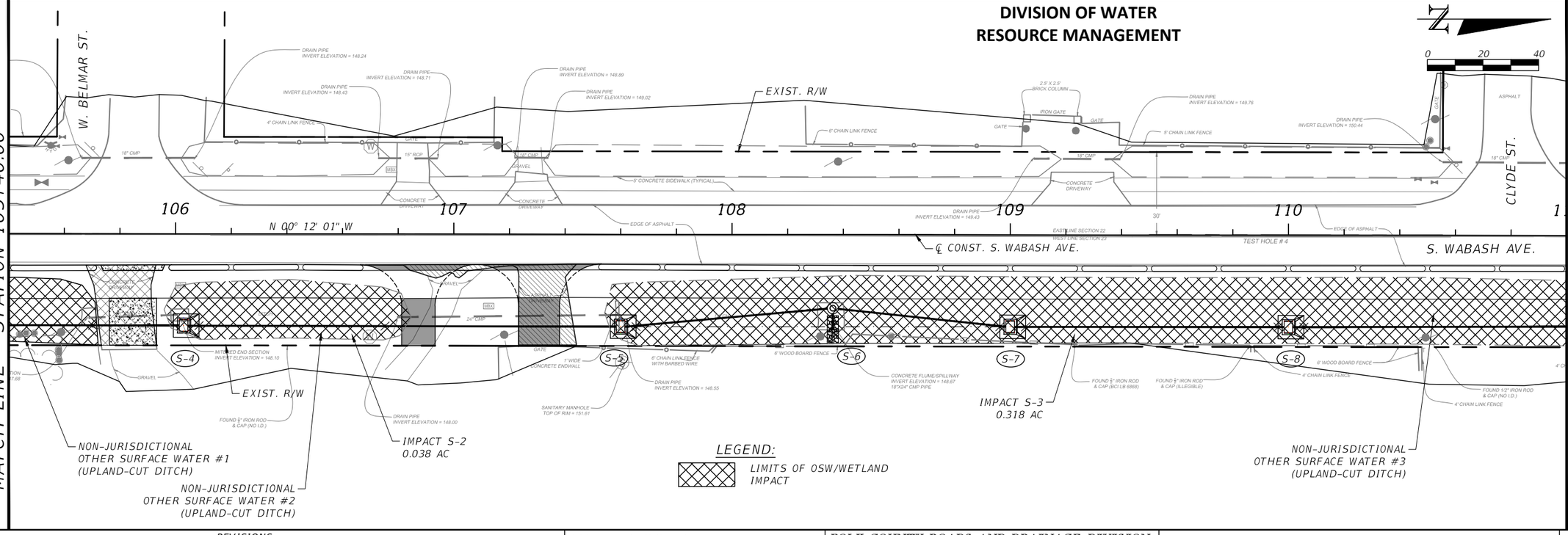
SHEET NO. 109



RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

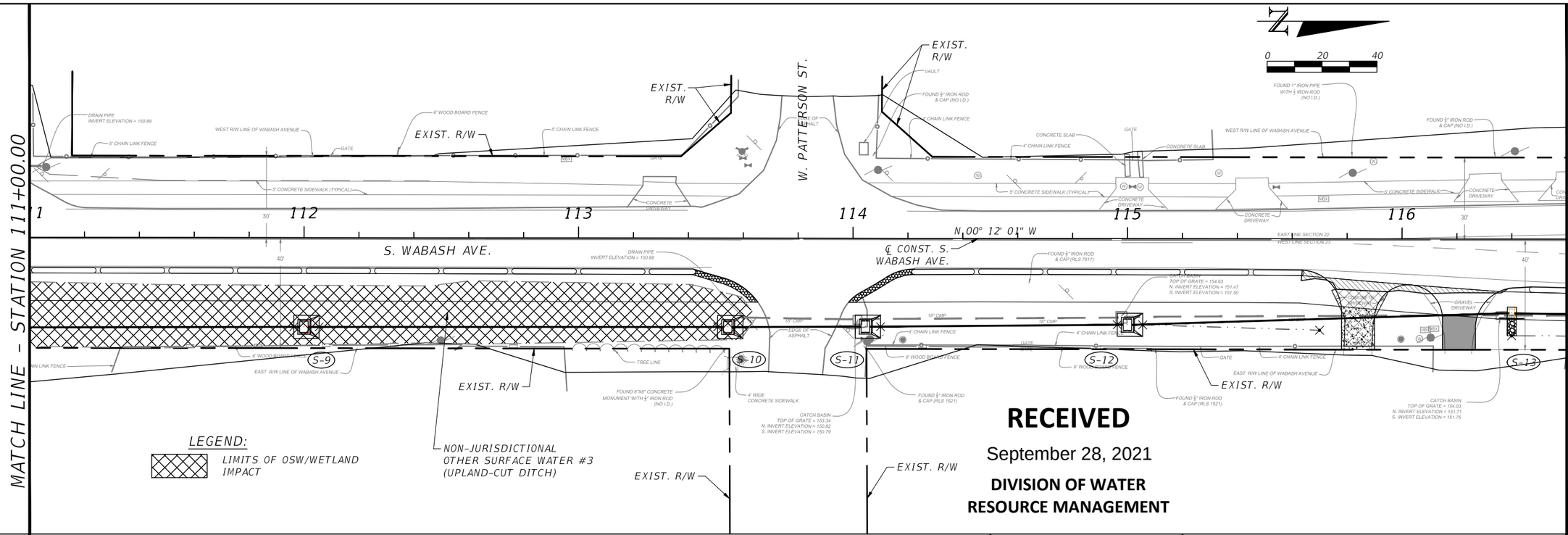
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

WETLAND AND OSW IMPACTS (1)

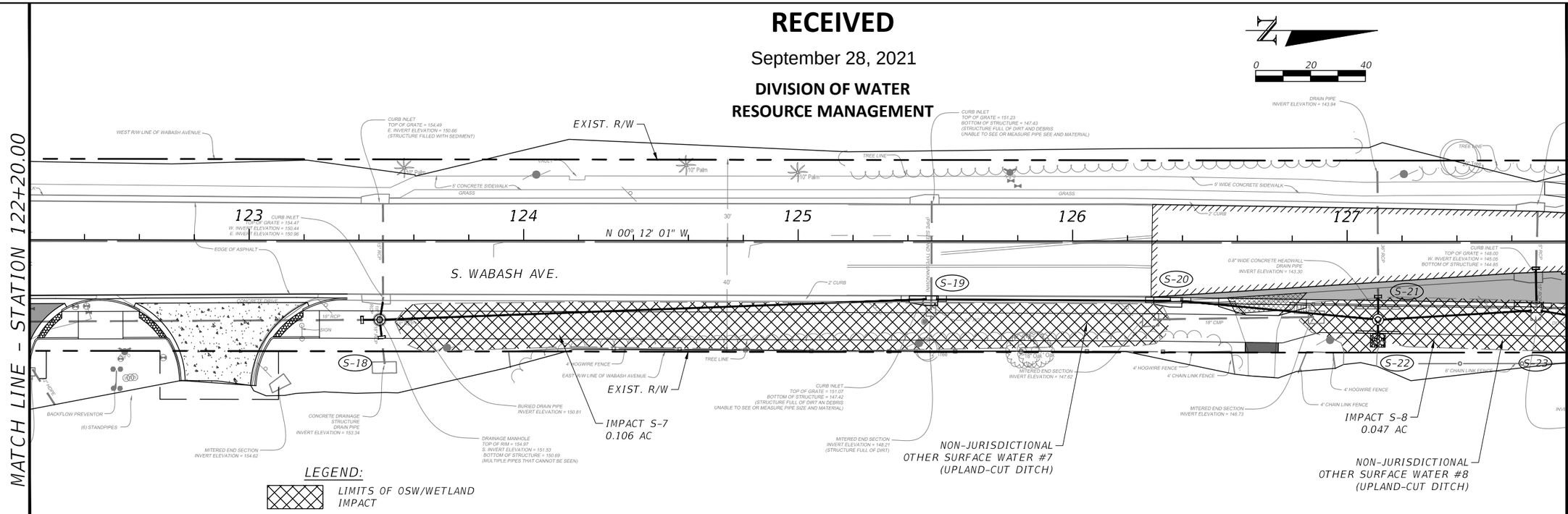
SHEET NO. 110

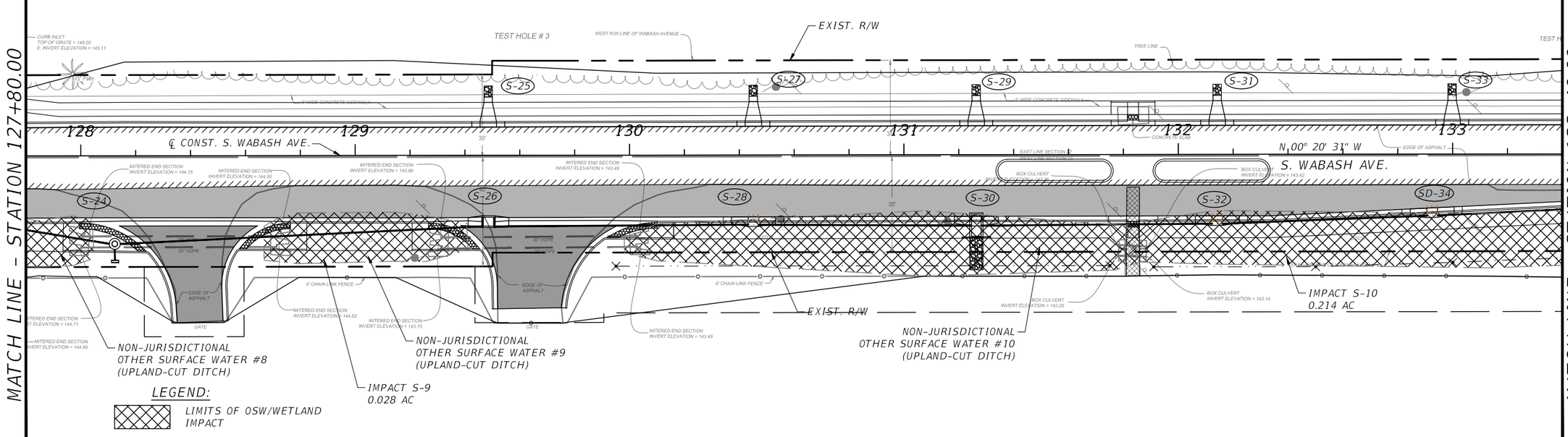
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 9/14/2021 8:10:36 PM P:\PR58964\4418471520l\Roadway\OSWIMPACTS.dwg


MATCH LINE – STATION 111+00.00
MATCH LINE – STATION 116+60.00
S. WABASH AVE.
W. PATTERSON ST.
EXIST. R/W
EXIST. R/W
EXIST. R/W

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

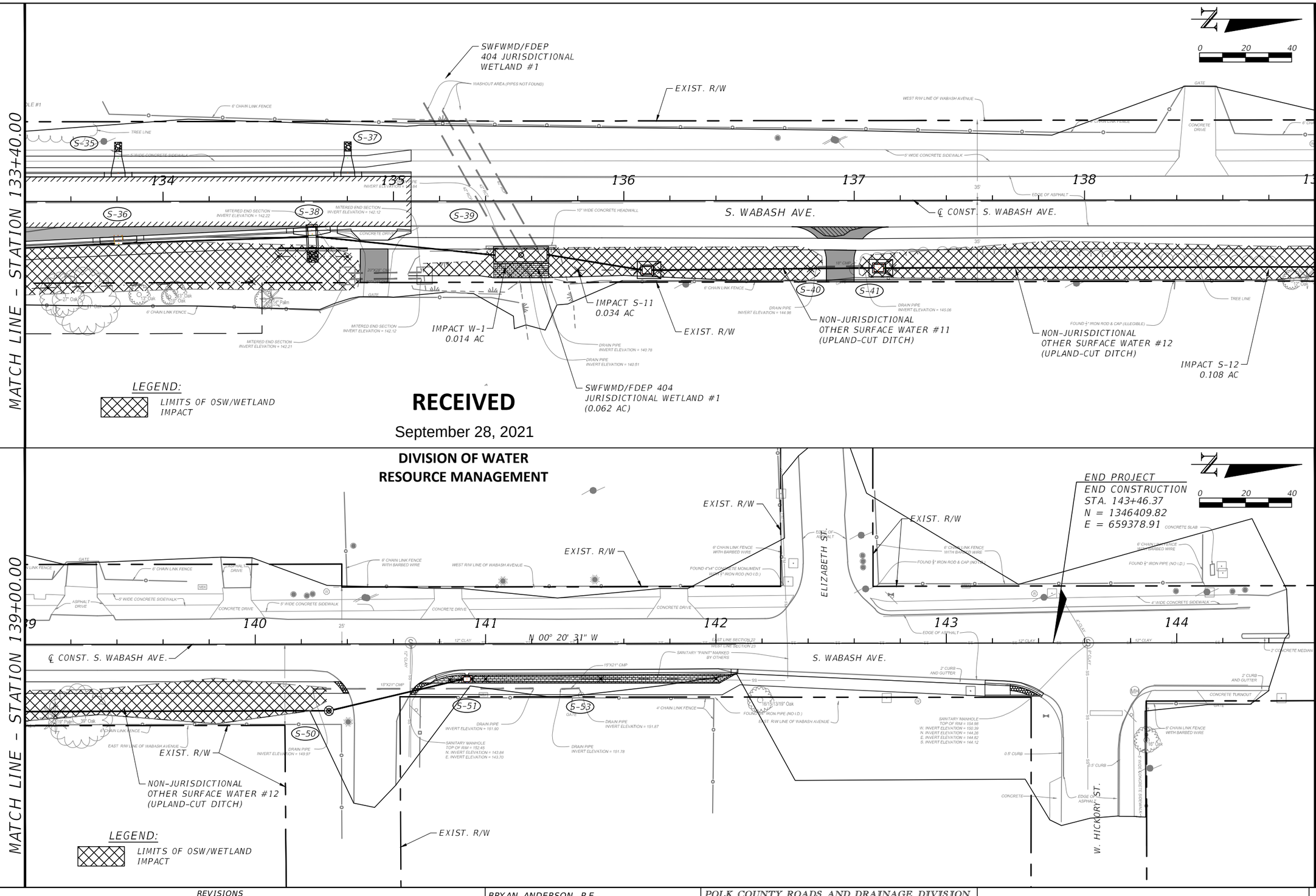
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

WETLAND AND OSW IMPACTS (3)

SHEET NO. 112

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

WETLAND AND OSW IMPACTS (4)

SHEET NO. 113

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 9/15/2021 1:56:23 PM P:\PR58964\44184715201\Roadway\OSWIMPACTS.dwg

TEMPORARY TCP PROJECT NOTES

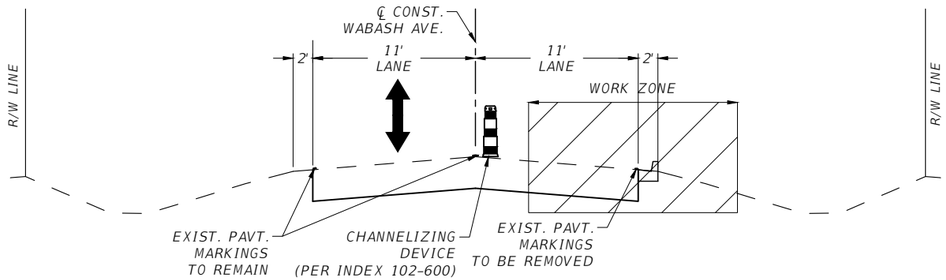
1. THE REGULATORY SPEED LIMITS FOR THE PROJECT ROADWAYS SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED IN THE PLANS.

ROADWAY	REGULATORY SPEED LIMIT (Mph):
WABASH AVENUE	35 MPH
SIDE STREETS	MAINTAIN EXISTING

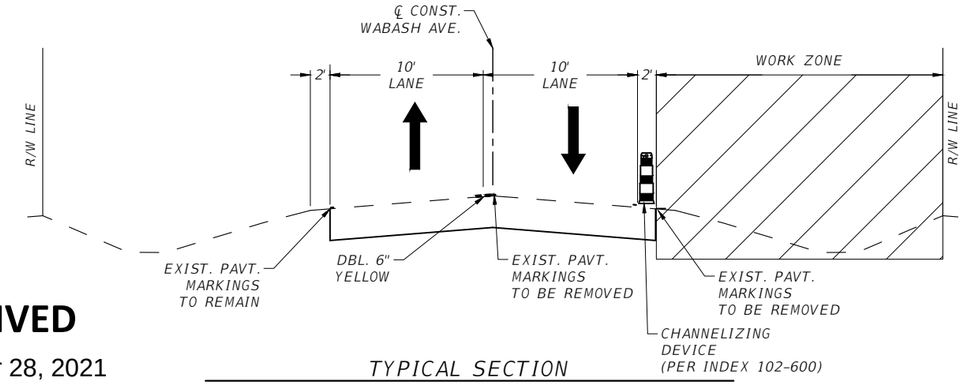
2. LANE CLOSURE RESTRICTIONS FOR WABASH AVENUE ARE AS FOLLOWS: NO LANE CLOSURES WILL BE ALLOWED BETWEEN THE HOURS OF 7:00 AM TO 9:00 AM AND 4:00 PM TO 7:00 PM.
3. NOTIFY THE ENGINEER A MINIMUM OF 14 DAYS IN ADVANCE OF ANY LANE CLOSURES. UPON APPROVAL OF THE LANE CLOSURE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LOCAL LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICE, AND FIRE DEPARTMENT OF THE LANE CLOSURE.
4. ALL LANES ON WABASH AVENUE MUST BE OPEN TO TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT, AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE ENGINEER.
6. AT THE DISCRETION OF THE ENGINEER, OPEN ANY TEMPORARY LANE CLOSURE CAUSING EXTENDED TRAFFIC CONGESTION (5 MINUTE DELAY) UNTIL TRAFFIC HAS RETURNED TO AN ACCEPTABLE FLOW AS DETERMINED BY THE ENGINEER.
7. COMPLETE AND PROVIDE ROAD CLOSURE REQUEST FORM TO POLK COUNTY ROADS AND DRAINAGE DIVISION AT LEAST FOUR (4) WEEKS PRIOR TO THE CLOSURE OF ANY ROADS IN THE COUNTY FOR THE ISSUANCE OF A ROAD CLOSURE PERMIT.
8. NOTIFY ADJACENT PROPERTY OWNERS, 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES WHICH SHALL RESTRICT ACCESS, DELIVERY, ETC, TO PRIVATE OR COMMERCIAL PROPERTIES.
9. WHENEVER CONSTRUCTION EQUIPMENT IS BEING DRIVEN OR TRANSPORTED ON THE OPEN TRAVEL LANES, THE CONTRACTOR SHALL UTILIZE STANDARD PLANS INDEX NO. 102-607.
10. MAINTAIN PROPER DRAINAGE FOR ALL PHASES OF CONSTRUCTION.
11. DO NOT CLOSE ANY TWO CONSECUTIVE SIDE STREETS IN ANY GIVEN PHASE.
12. THROUGHOUT THE PROJECT LIMITS WHERE SIDEWALKS CURRENTLY EXIST, PEDESTRIAN TRAFFIC SHALL BE MAINTAINED AT ALL TIMES, IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 102-660. ALL PEDESTRIAN TRAVEL WAYS SHALL COMPLY WITH ALL REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AT ALL TIMES. WHEN WORK IS BEING PERFORMED ON OR IN THE VICINITY OF A SIDEWALK, THE CONTRACTOR SHALL PROVIDE PEDESTRIANS WITH A SIGNED SAFE PASSAGE AROUND THE WORK ZONE. PEDESTRIAN DETOURS SHALL BE IN ACCORDANCE WITH STANDARD PLANS INDEX NO. 102-660.

SEQUENCE OF CONSTRUCTION

1. MAINTAIN TRAFFIC ALONG THE EXISTING FACILITIES. ERECT ADVANCED CONSTRUCTION IDENTIFICATION SIGNS AND CHANNELIZING DEVICES AS NECESSARY PER TEMPORARY TCP TYPICAL SECTIONS AND STANDARD PLANS INDEX NOs. 102-600 AND 102-602.
2. INSTALL TEMPORARY EROSION CONTROL DEVICES PER STORMWATER POLLUTION PREVENTION PLAN AND EROSION CONTROL PLAN.
3. CONSTRUCT DRAINAGE SYSTEM AND WALLS ALONG THE EAST SIDE OF WABASH AVENUE PER TCP TYPICAL SECTIONS, LANE CLOSURE RESTRICTIONS, AND STANDARD PLANS INDEX NOs. 102-600,102-602, 102-603, 102-604, 102-605 AND 102-625.
4. CONSTRUCT ROADWAY, CURB & GUTTER, SIDEWALK AND PLACE TEMPORARY PAVEMENT MARKINGS ALONG THE EAST SIDE OF WABASH AVENUE INCLUDING SIDE STREETS AND DRIVEWAYS, PER TCP TYPICAL SECTIONS, LANE CLOSURE RESTRICTIONS AND STANDARD PLANS INDEX NOs. 102-600, 102-602, 102-603, AND 102-607.
5. CONSTRUCT DRAINAGE, CURB & GUTTER, SIDEWALK AND PLACE TEMPORARY PAVEMENT MARKINGS ALONG THE WEST SIDE OF WABASH AVE. PER TCP TYPICAL SECTIONS, LANE CLOSURE RESTRICTIONS, ROAD CLOSURE DETOUR PLANS, AND STANDARD PLANS INDEX NOs. 102-600, 102-602, 102-603 AND 102-607.
6. MILL AND RESURFACE THE ROADWAYS AND PLACE TEMPORARY PAVEMENT MARKINGS UTILIZING STANDARD PLANS INDEX NOs. 102-600, 102-603, 102-604, 102-605 AND 102-625.
7. PLACE FINAL SIGNING AND PAVEMENT MARKINGS PER THE SIGNING AND PAVEMENT MARKING PLANS UTILIZING STANDARD PLANS INDEX NOs. 102-600, 102-603, 102-604 AND 102-607.

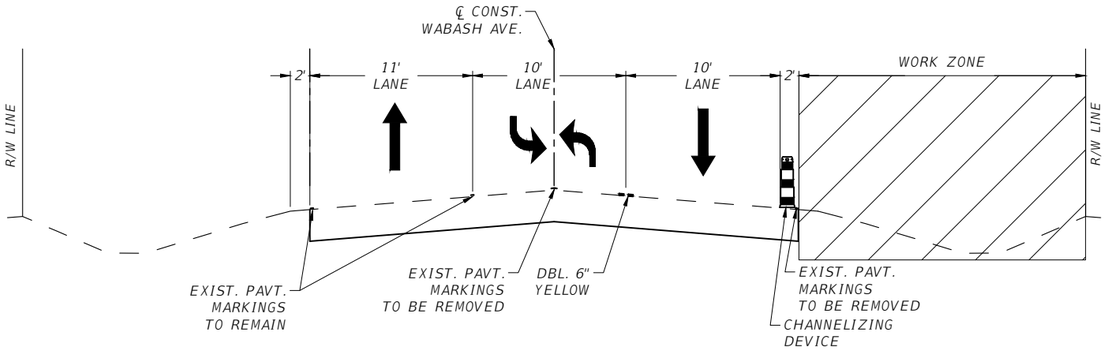


LANE CLOSURE TYPICAL SECTION
WABASH AVENUE
STA. 124+20.00 TO STA. 126+28.90
N.T.S.

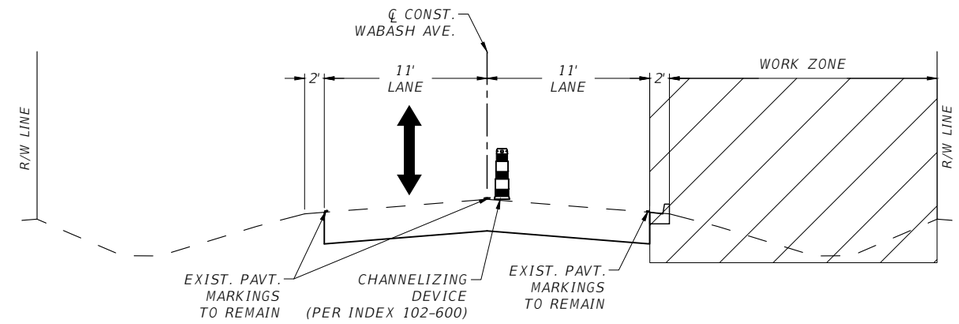


TYPICAL SECTION
WABASH AVENUE
STA. 101+30.88 TO STA. 116+63.27
STA. 135+07.70 TO STA. 143+42.00
N.T.S.

RECEIVED
September 28, 2021
DIVISION OF WATER RESOURCE MANAGEMENT



TYPICAL SECTION
WABASH AVENUE
STA. 116+63.27 TO STA. 135+07.70
N.T.S.



LANE CLOSURE TYPICAL SECTION
WABASH AVENUE
N.T.S.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

TEMPORARY TRAFFIC CONTROL PLAN (1)

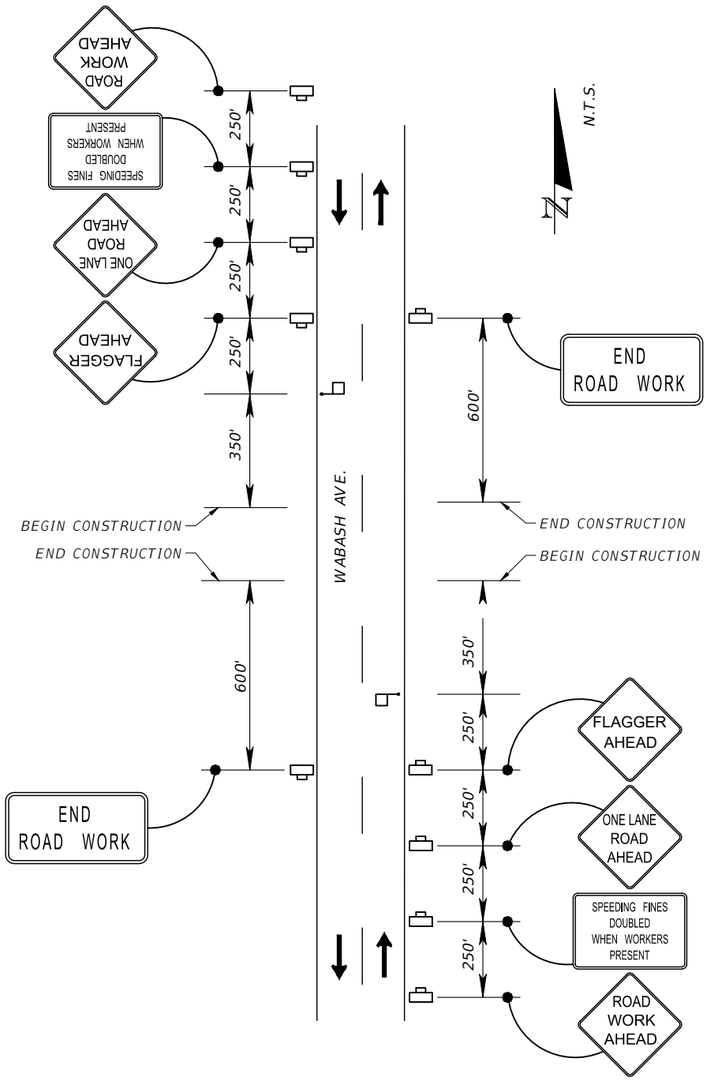
SHEET NO. 114

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

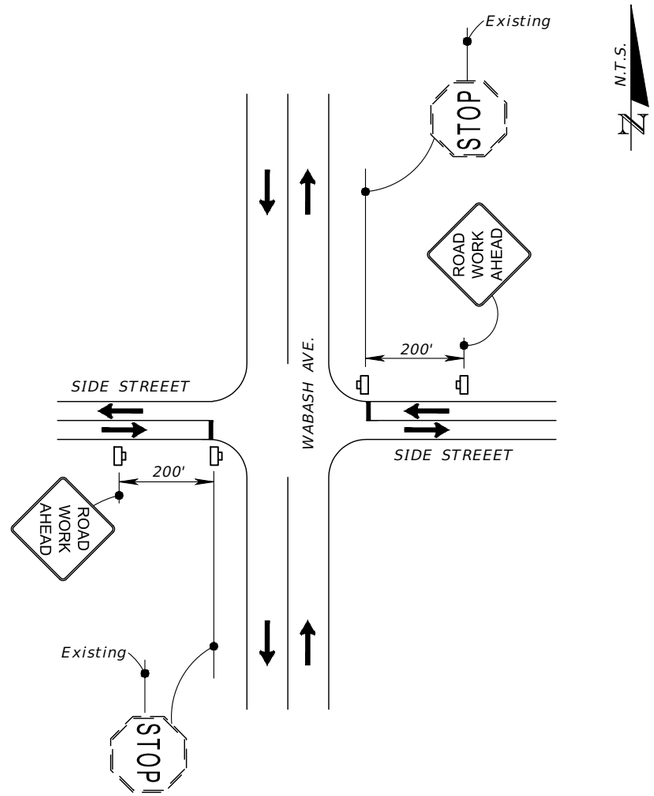
RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



TYPICAL END PROJECT ADVANCED SIGNAGE
N.T.S.



TYPICAL UNSIGNALIZED SIDE STREET ADVANCED SIGNAGE
N.T.S.

LEGEND:

- *Lane Identification and Direction of Traffic*
- *Work Zone Sign*

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

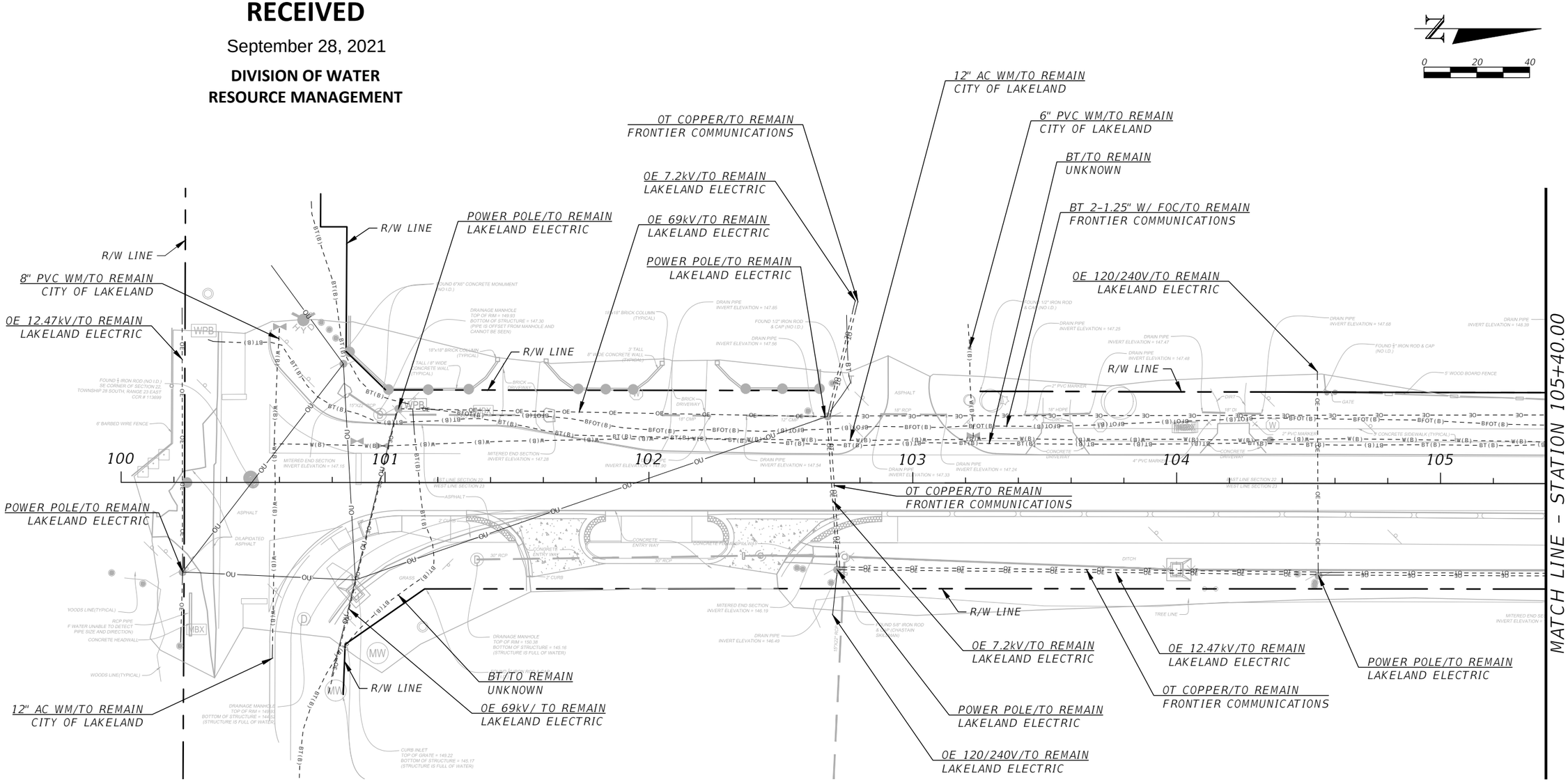
TEMPORARY TRAFFIC CONTROL PLAN (2)

SHEET NO. 115

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



NOTES:

1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND AVAILABLE RECORDS AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED. THE CONTRACTOR IS RESPONSIBLE FOR UTILITY VERIFICATION.

UTILITY OWNERS:

COMPANY	CONTACT	TELEPHONE
CHARTER COMMUNICATIONS	GENE GREGORY	
CITY OF LAKELAND TELECOM	ROBERT SMITH	863-834-6891
CITY OF LAKELAND UTILITIES	TOM MATTIACCI	863-834-8316
CITY OF LAKELAND WATER	SCOTT LANGE	863-834-6560
FRONTIER COMMUNICATIONS	TONI CANNON	813-875-1014
LAKELAND ELECTRIC	KRIS HAYES	863-834-6486
TECO PEOPLES GAS	JOAN DOMNING	813-275-3735

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (1)

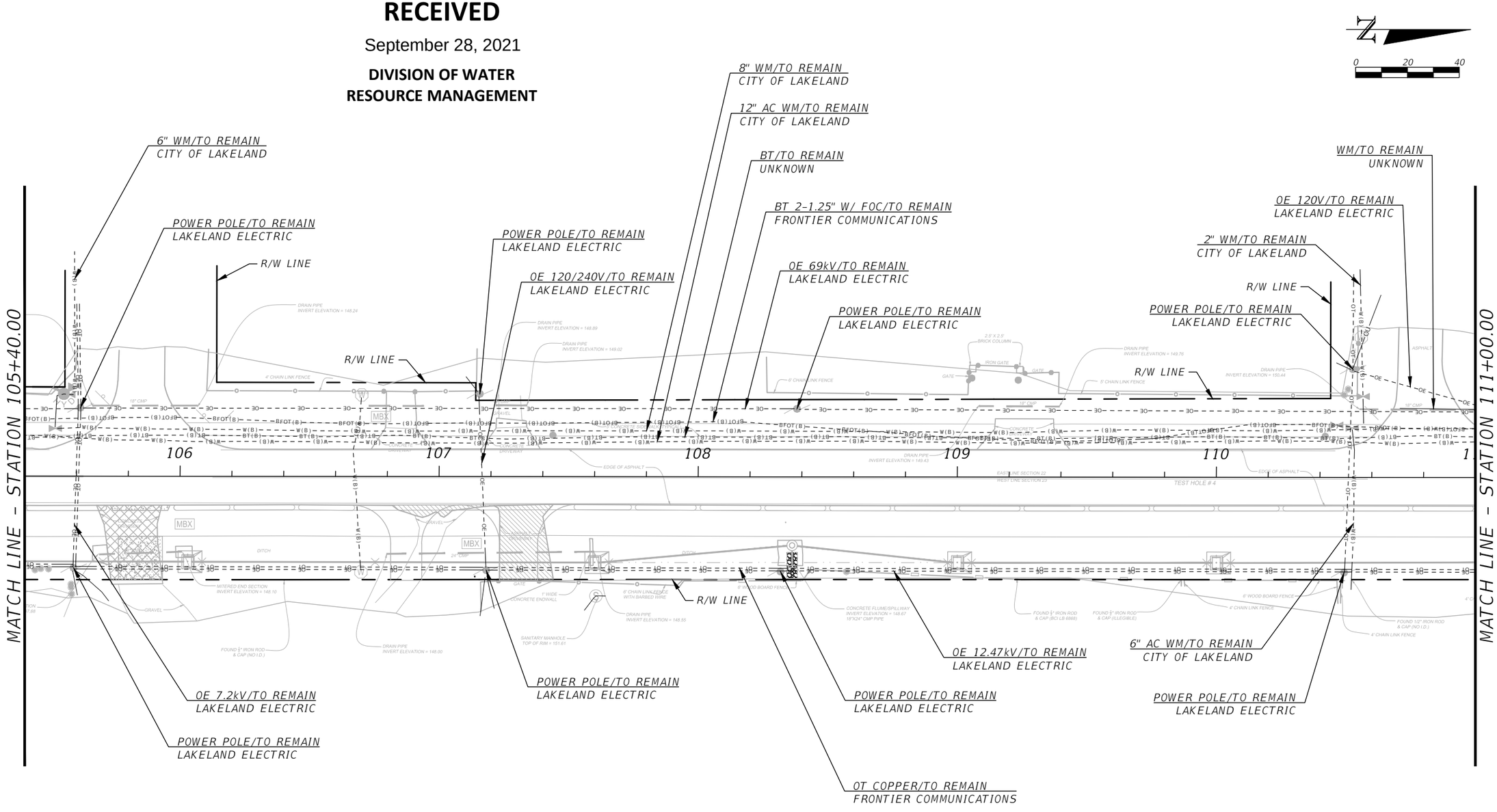
SHEET NO. 116

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

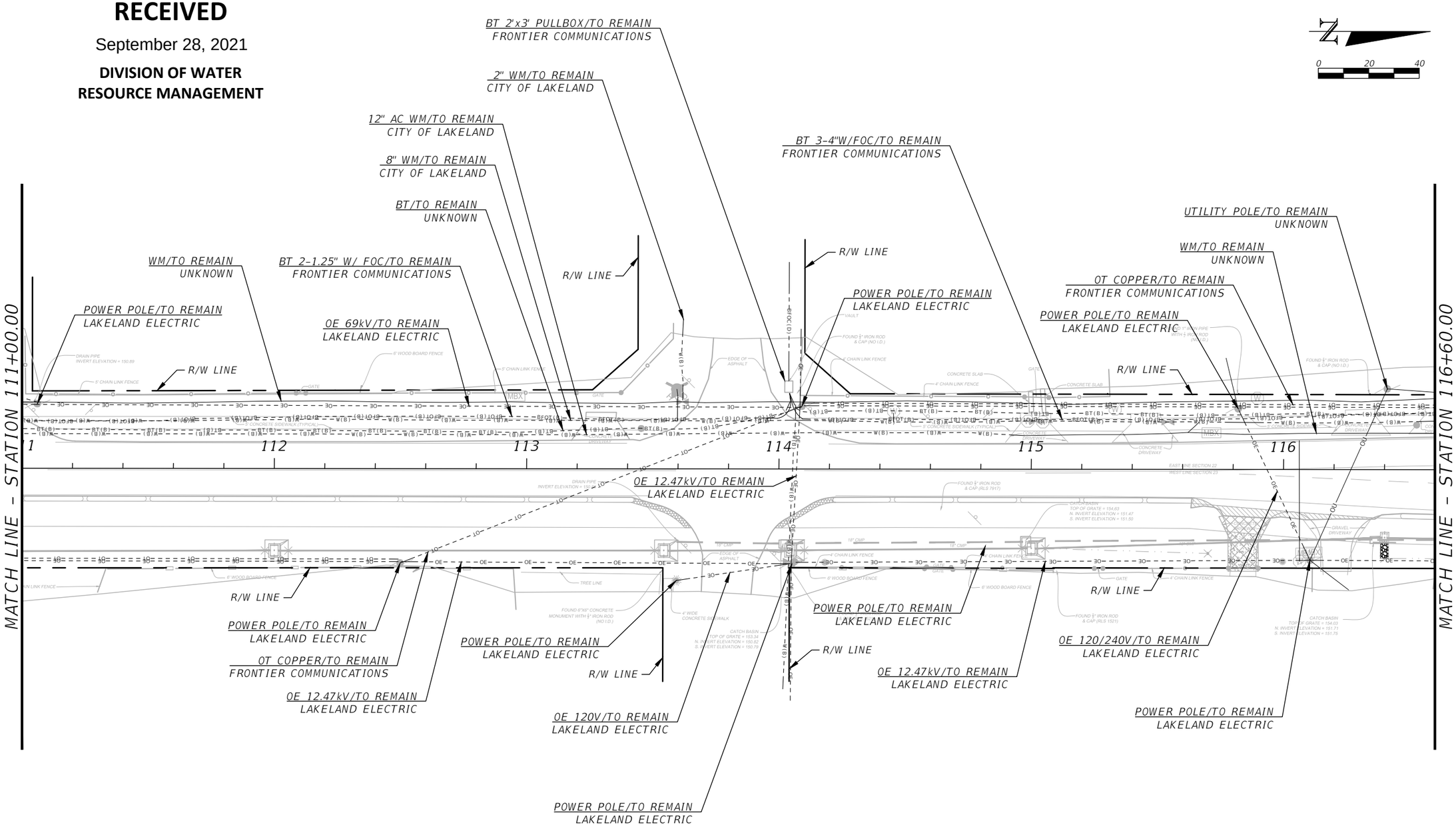
UTILITY ADJUSTMENTS (2)

SHEET NO. 117

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (3)

SHEET NO. 118

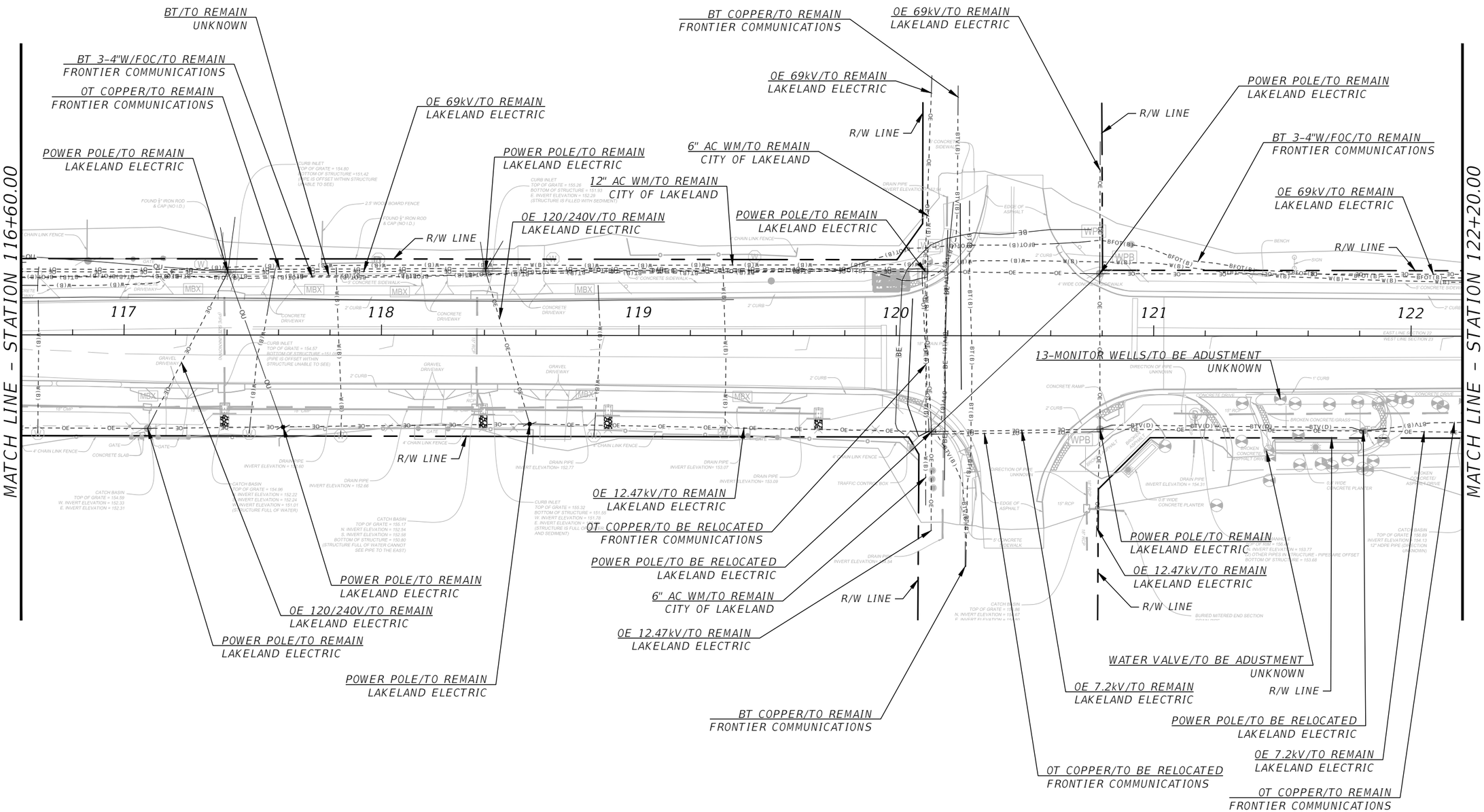
James Greene 9/14/2021 8:12:37 PM

P:\PR58964\44184715201\Utils\UTADUW01.dwg

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

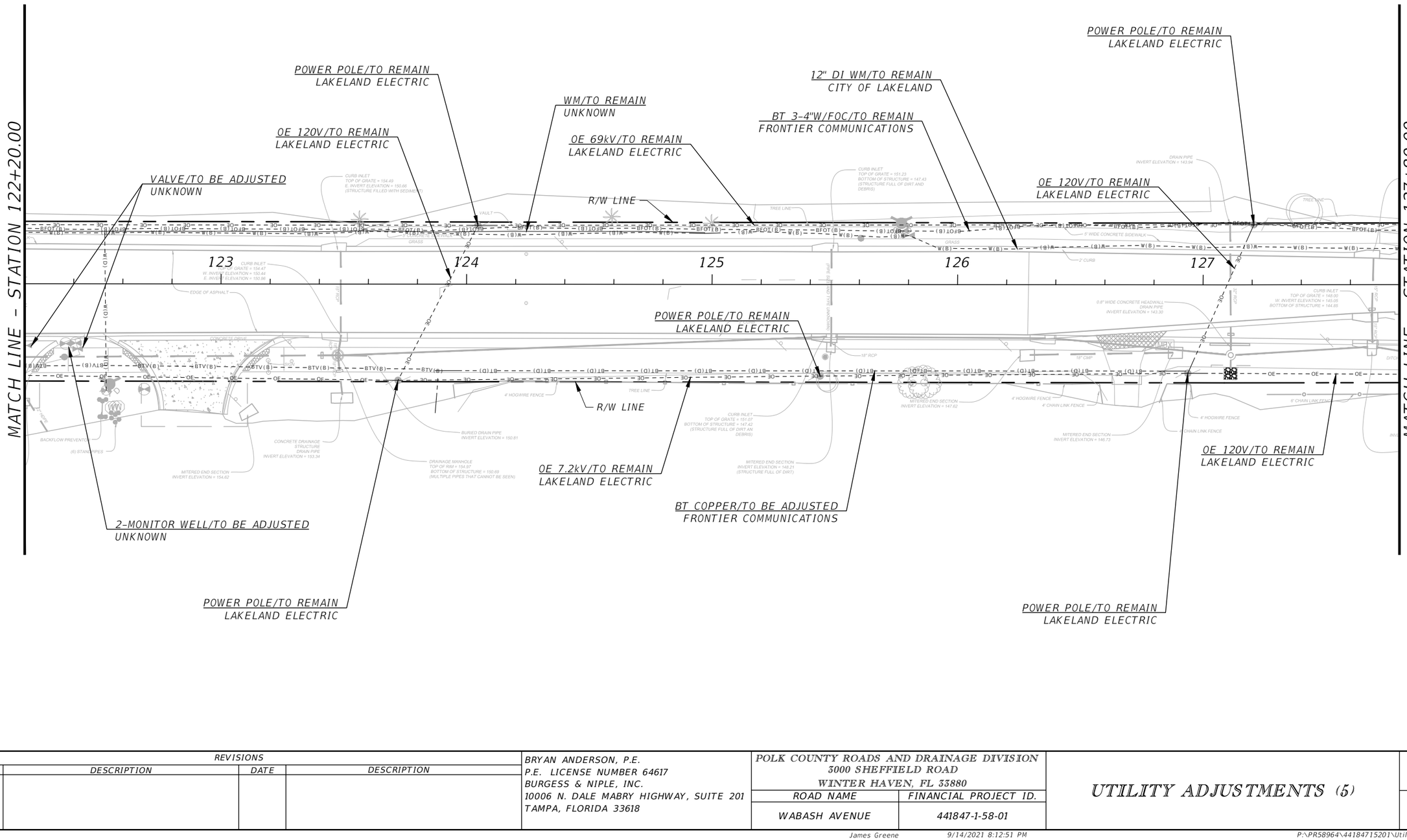
UTILITY ADJUSTMENTS (4)

SHEET NO. 119

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

James Greene 9/14/2021 8:12:44 PM P:\PR58964\44184715201\Utils\UTADUW01.dwg

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (5)

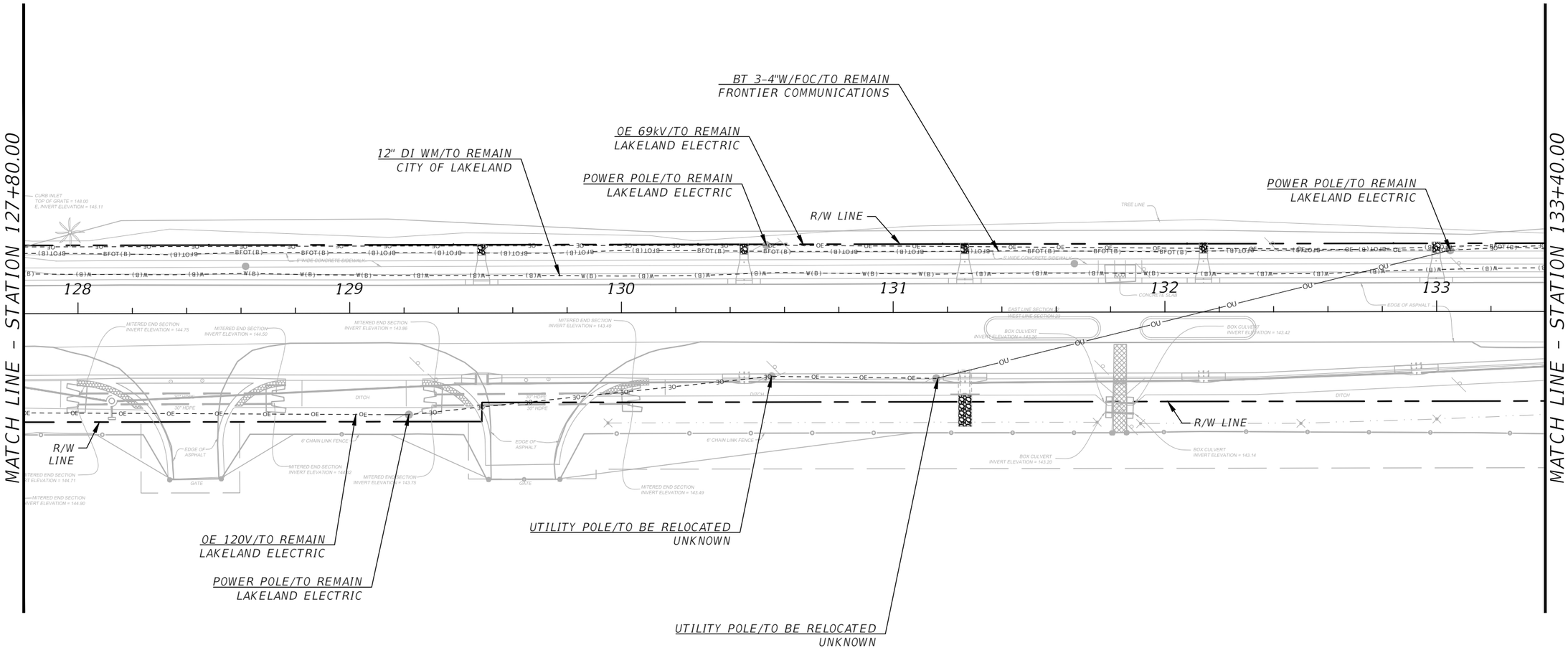
SHEET NO. 120

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

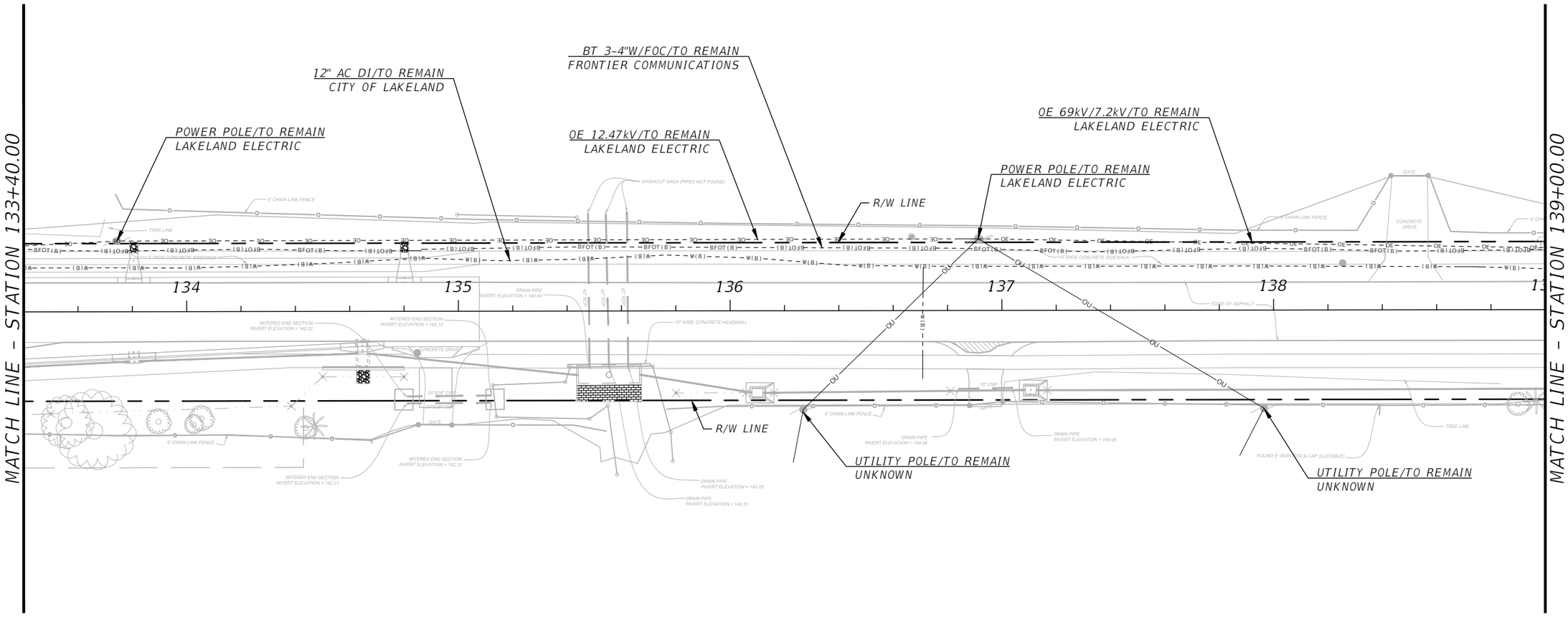
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (6)

SHEET NO. 121

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

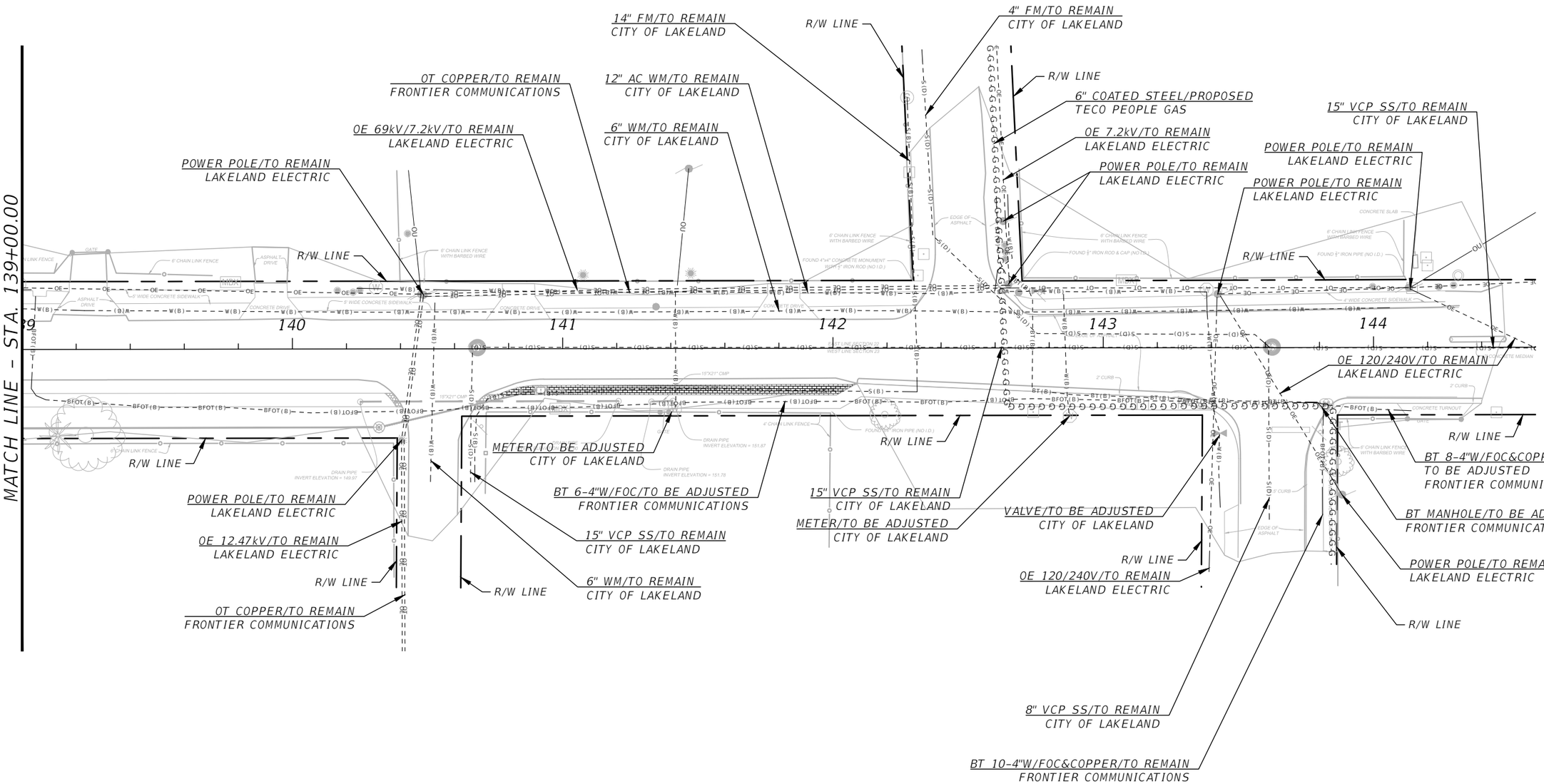
UTILITY ADJUSTMENTS (7)

SHEET NO. 122

RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

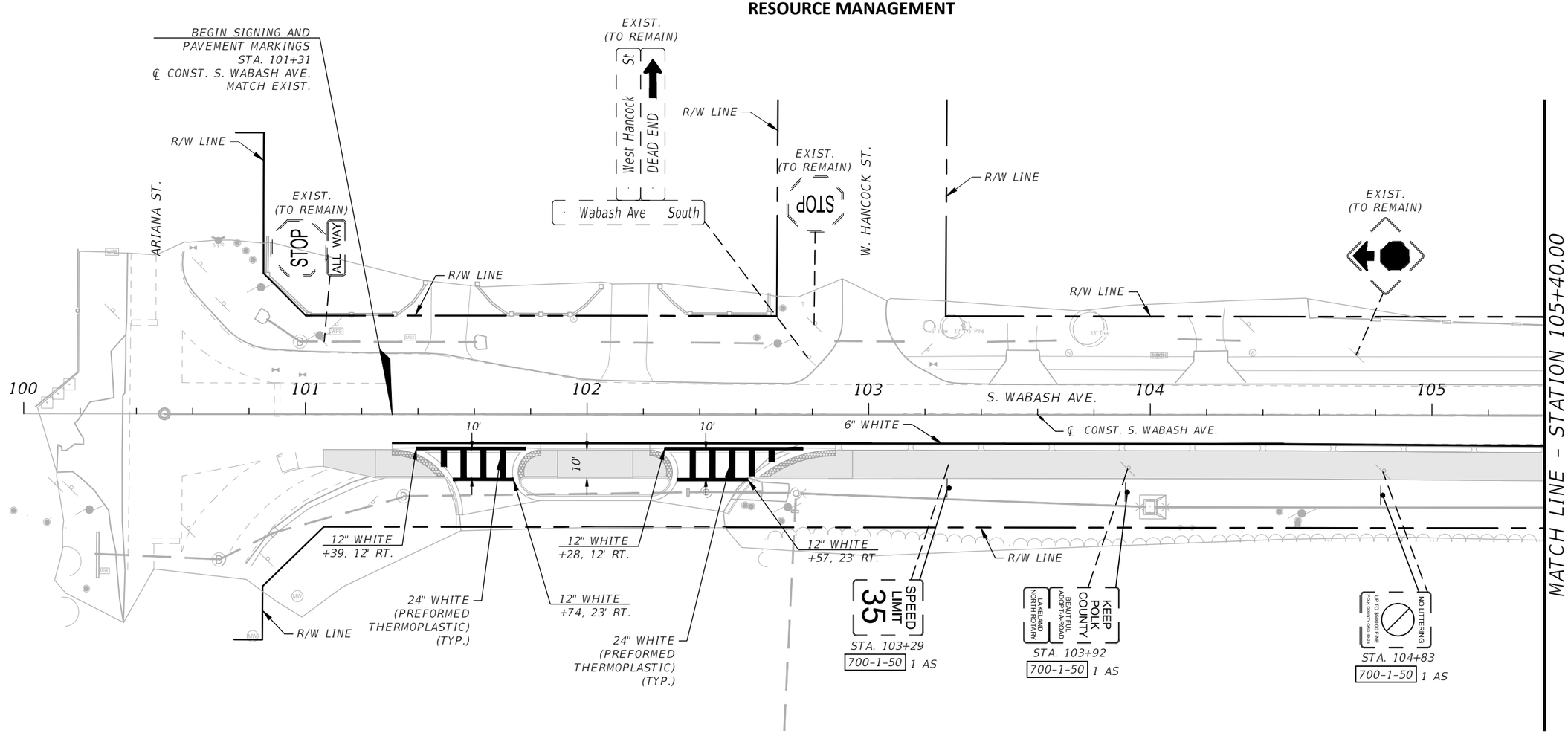
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

UTILITY ADJUSTMENTS (8)

SHEET NO. 123

James Greene 9/14/2021 8:13:10 PM P:\PR58964\44184715201\Utils\UTADUW01.dwg

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



LEGEND

SHARED-USE PATH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

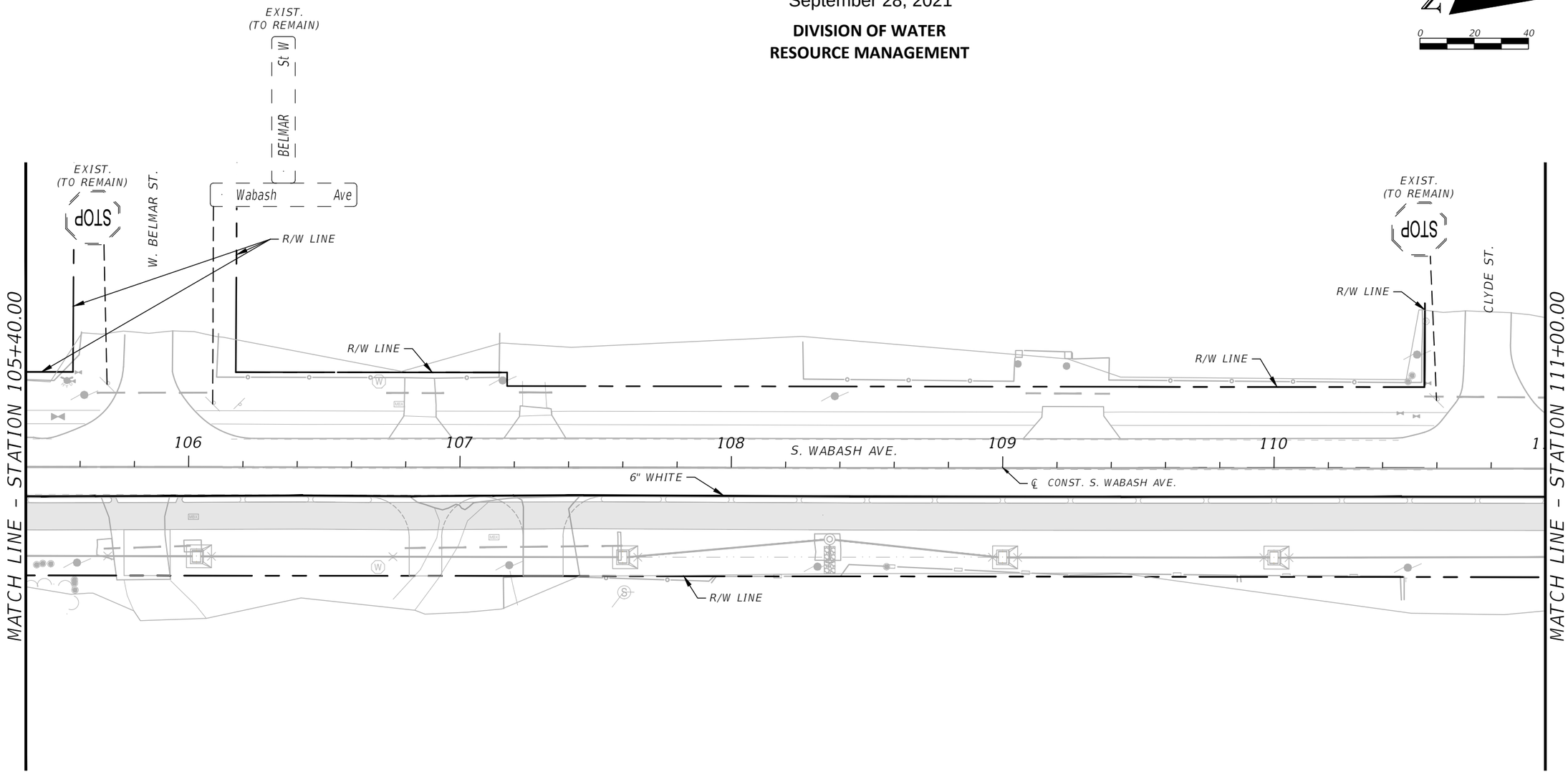
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (1)

SHEET NO. 124

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT



0 20 40

LEGEND

SHARED-USE PATH

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (2)

SHEET NO. 125

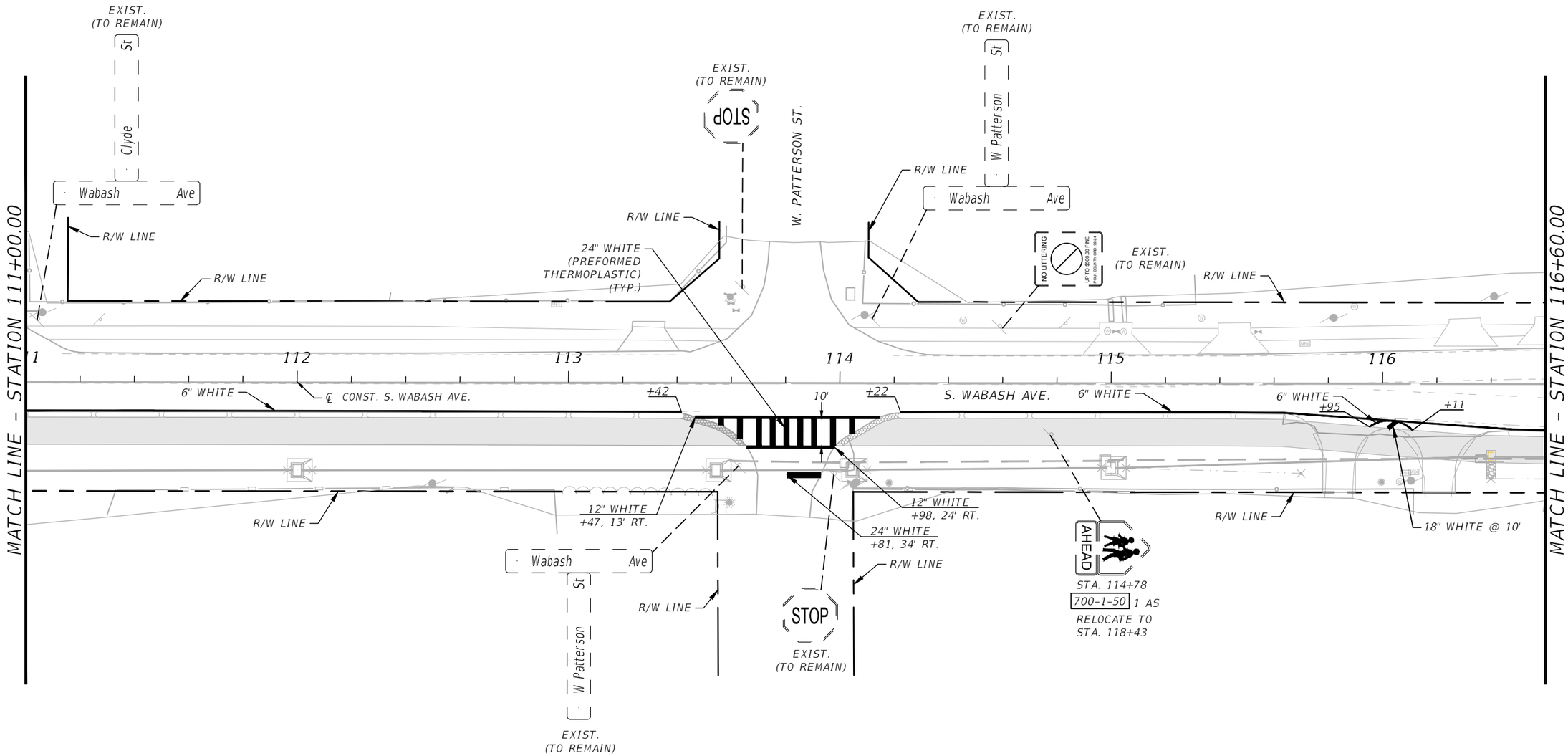
James Greene 9/14/2021 8:14:48 PM

P:\PR58964\44184715201\Signing\PLANSP01.dwg

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



LEGEND

SHARED-USE PATH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (3)

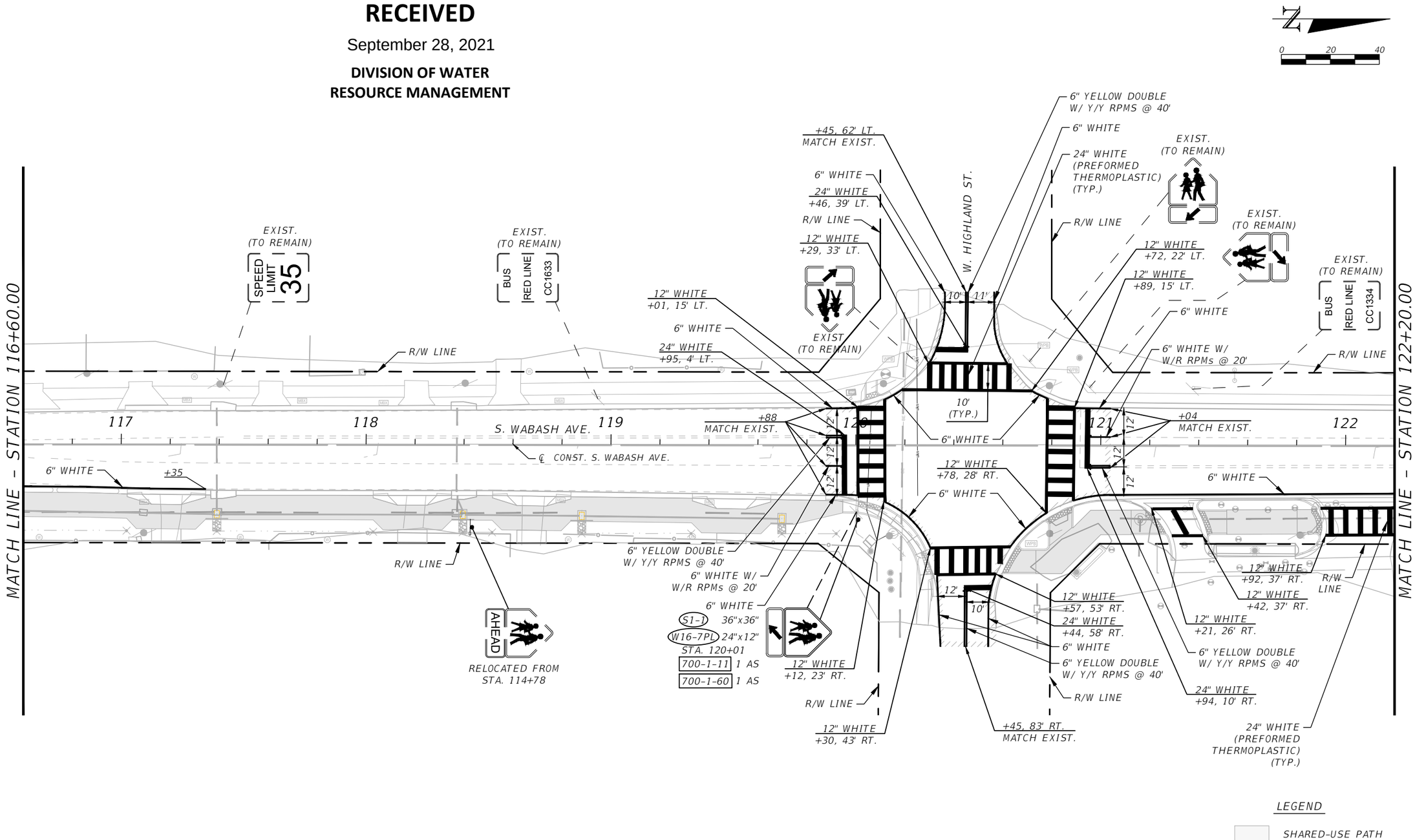
SHEET NO. 126

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (4)

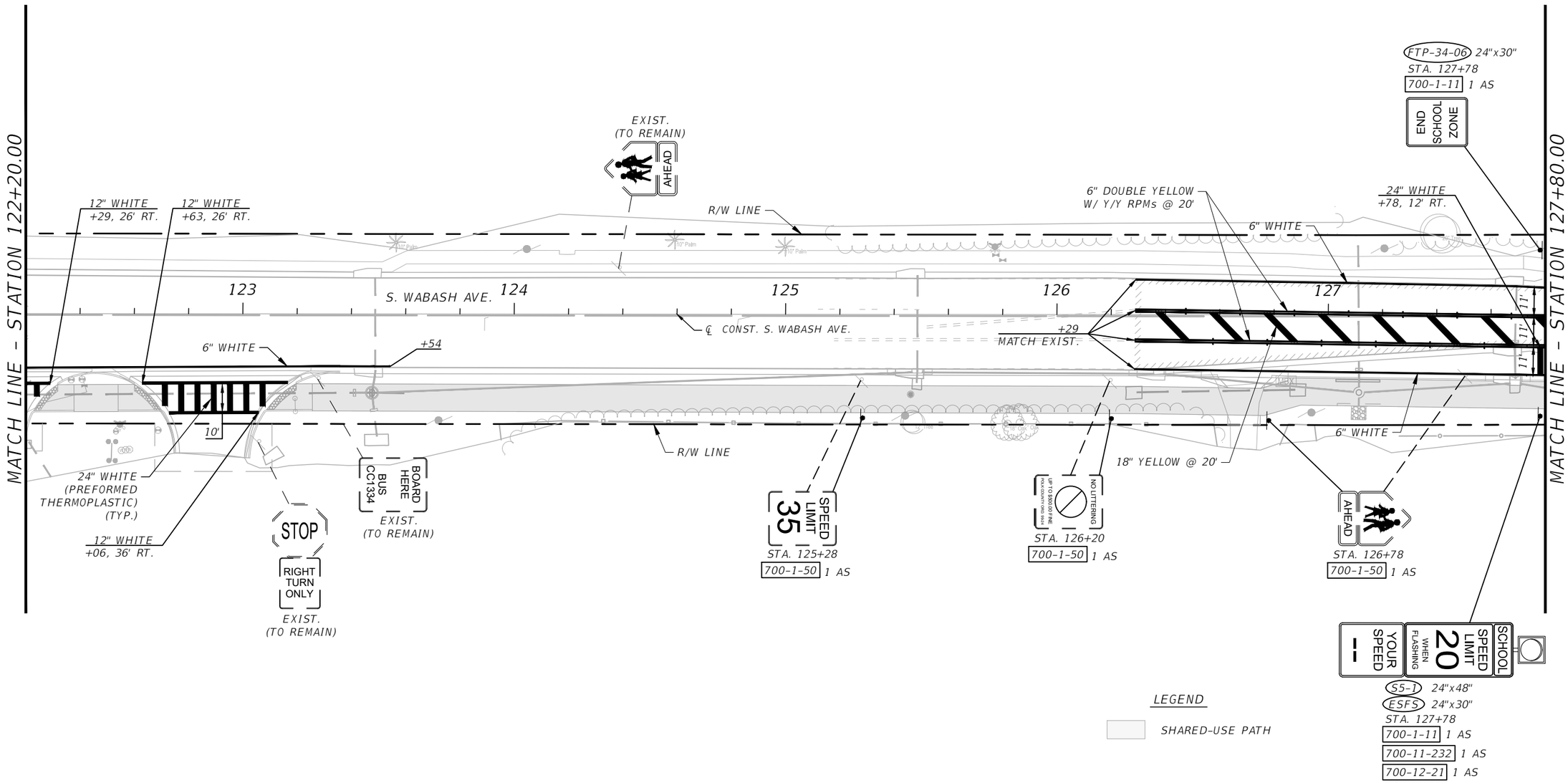
SHEET NO. 127

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (5)

SHEET NO. 128

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT

0 20 40

MATCH LINE - STATION 127+80.00

MATCH LINE - STATION 133+40.00

S. WABASH AVE.

24" WHITE +04, 12' RT.

6" DOUBLE YELLOW W/ Y/Y RPMs @ 20'

Y/Y RPMs AT 8"

18" YELLOW @ 20'

6" YELLOW (6'-10' DOTTED)

R/W LINE

DIRECTIONAL ARROW (TYP.)

6" WHITE W/ W/R RPMs @ 20'

700-1-60 1 AS
END SCHOOL ZONE

6" WHITE (6'-10' DOTTED)

6" WHITE

24" WHITE (PREFORMED THERMOPLASTIC)

12" WHITE +78, 10' LT.

18" YELLOW @ 20' (TYP.)

+33

S1-1 36"x36"
W16-7PL 24"x12"
STA. 131+89
700-1-11 1 AS
700-1-60 1 AS

EXIST. (TO REMAIN)
NO PARKING STOPPING OR STANDING ANY TIME

700-1-60 1 AS
SCHOOL SPEED LIMIT 15 WHEN FLASHING
SPEEDING FINES DOUBLED

FTP-38-06 30"x24"
STA. 132+89
700-1-11 1 AS
SPEEDING FINES DOUBLED

R/W LINE

6" WHITE

128 +35 129 +03 130 +63 +84 131 +38 132 +29 133

11' 11' 11' 11' 11' 11'

5.5'R

+76 +27 +10 +48 10' (TYP.) +34

+00

6" WHITE

12" WHITE +10, 24' RT.

PAVEMENT MESSAGE

12" WHITE +55, 35' RT.

24" WHITE (PREFORMED THERMOPLASTIC)

6" WHITE

R/W LINE

NO PARKING STOPPING OR STANDING ANY TIME

STA. 129+13
700-1-50 1 AS

CC1633 RED LINE BUS

STA. 129+33
700-1-50 1 AS

12" WHITE +35, 24' RT.

12" WHITE +83, 35' RT.

24" WHITE (PREFORMED THERMOPLASTIC)

6" DOUBLE YELLOW W/ Y/Y RPMs @ 40'

6" WHITE

R/W LINE

SPEEDING FINES DOUBLED

FTP-38-06 30"x24"
STA. 130+78
700-1-11 1 AS

6" YELLOW

6" DOUBLE YELLOW W/ Y/Y RPMs @ 20'

6" YELLOW

12" WHITE +89, 22' RT.

EXIST. (TO REMAIN)

18" YELLOW @ 20' (TYP.)

6" WHITE

6" DOUBLE YELLOW W/ Y/Y RPMs @ 20'

END SCHOOL ZONE
700-1-60 1 AS

SPEEDING FINES DOUBLED
SCHOOL SPEED LIMIT 15 WHEN FLASHING
SPEEDING FINES DOUBLED
700-1-60 1 AS

YELLOW REFLECTIVE PAINT ON TRAFFIC SEPARATOR NOSE W/ MD/Y RPMs ON TOP OF TRAFFIC SEPARATOR AT 8" (TYP.)

LEGEND

SHARED-USE PATH

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (6)

SHEET NO. 129

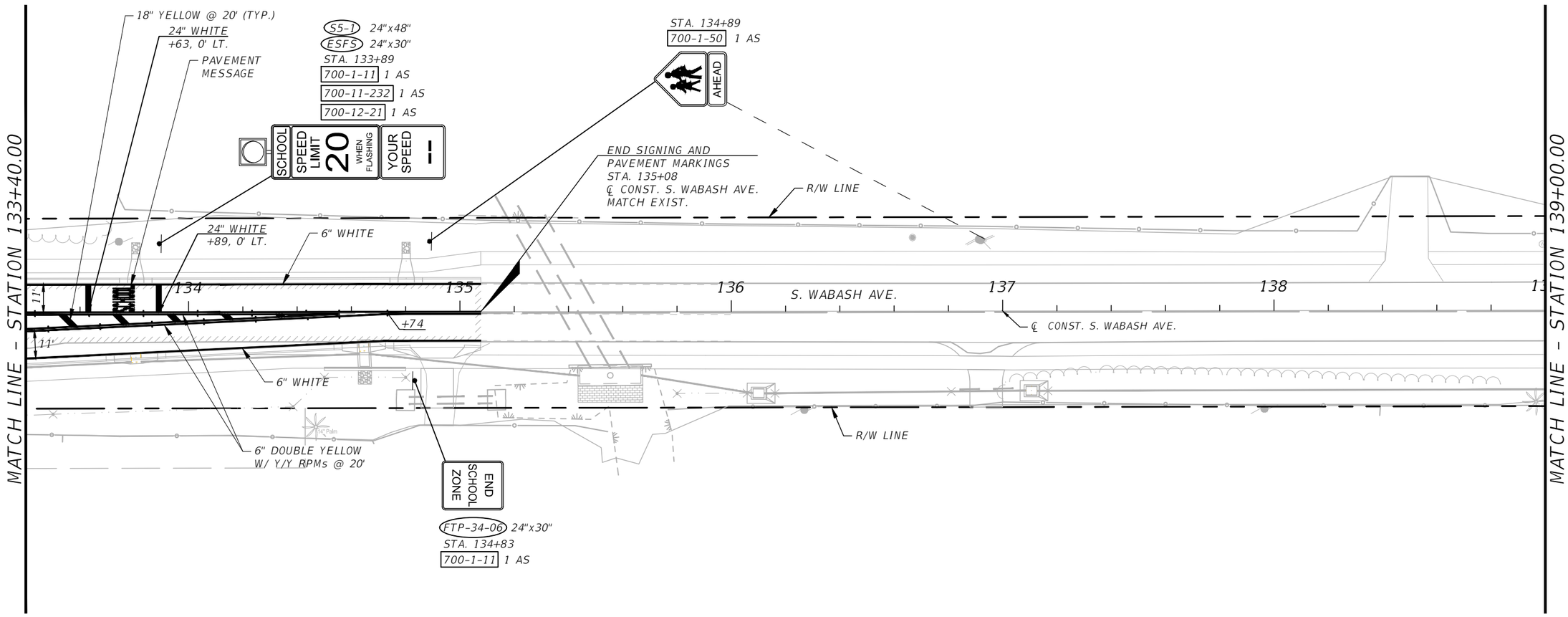
James Greene 9/14/2021 8:15:10 PM

P:\PR58964\44184715201\Signing\PLANSP01.dwg

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (7)

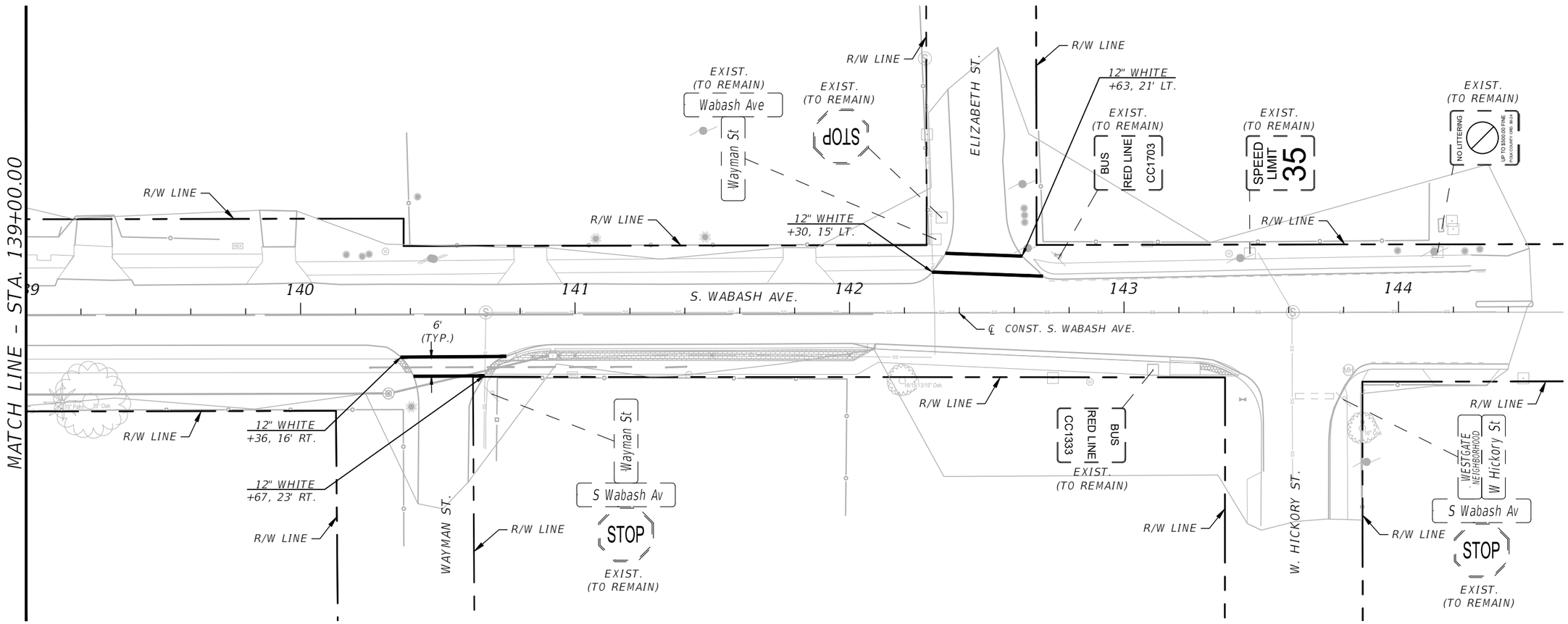
SHEET NO. 130

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SIGNING AND PAVEMENT MARKING PLAN (8)

SHEET NO. 131

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

632-7-1:
VERIFY THE COLOR CODE OF SIGNAL CABLE WITH THE MAINTAINING AGENCY PRIOR TO WIRING INTERSECTION.

635-2-11:
PULL BOXES SHALL BE PLACED A MINIMUM OF 7' FROM THE EDGE OF PAVEMENT.

USE POLYMER CONCRETE CONSTRUCTION PULL BOXES WITH POLYMER CONCRETE COVERS.

646-1-11:
USE LOCKING COLLARS WHEN MOUNTING ALUMINUM PEDESTRIAN POLES TO PEDESTRIAN PEDESTAL BASES.

USE BREAKAWAY ALUMINUM SQUARE BASE ASSEMBLIES WITH ALUMINUM DOORS FOR PEDESTRIAN PEDESTALS.

660-2-106:
PERMANENTLY MARK EACH LOOP PER PHASE AND PER VEHICLE MOVEMENT AT EACH SPLICE POINT AND AT THE CABINET TERMINATION POINT.

FOR INCREASED SENSITIVITY, INDUCTANCE LOOPS TO HAVE A MINIMUM OF THREE TURNS OF WIRE.

665-1-11:
STREET NAME SHALL BE IN ACCORDANCE WITH THE STREET NAME SIGNS SHOWN ON THE SIGNALIZATION PLAN SHEETS.

1. *AT THE TIME OF FINAL PROJECT INSPECTION, FURNISH TO THE INSPECTOR THREE COMPLETE SETS OF AS-BUILT PLANS. ONE SET SHALL BE LEFT IN THE CABINET FOR THE LOCAL MAINTAINING AGENCY, POLK COUNTY.*

2. *MAINTAINING AGENCY: POLK COUNTY*

3. *PAVEMENT MARKINGS ARE SHOWN FOR REFERENCE PURPOSES ONLY. FOR PAVEMENT MARKING DESIGN INFORMATION, SEE PAVEMENT MARKING PLANS.*

4. *WHEN CONSTRUCTION IS COMPLETE, IN ADDITION TO THE REQUIREMENT OF STANDARD SPECIFICATION 9-8, PROVIDE A SET OF "AS-BUILT" PLANS TO:*

   POLK COUNTY TRAFFIC ENGINEERING
   AMY SHAFFER GREGORY, P.E., TRAFFIC ENGINEER
   3000 SHEFFIELD RD.
   WINTER HAVEN, FL 33880

5. *PEDESTRIAN SIGNAL ASSEMBLIES SHALL BE CAST ALUMINUM HOUSING.*

6. *ALL REMOVED EQUIPMENT SHALL BE RETURNED TO POLK COUNTY. CONTACT MATT GIBSON AT 863-535-2305TO ARRANGE FOR EQUIPMENT DROP OFF. DROP OFF ADDRESS IS:*
   3000 SHEFFIELD RD., WINTERHAVEN, FL 33880

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY B. WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PENBROOKE DR., SUITE 265
ORLANDO, FL 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	438266-1-58-01

SIGNALIZATION GENERAL NOTES

SHEET NO. 132

P2

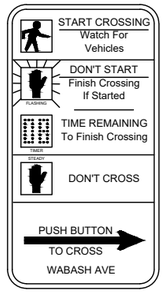
P4

P6

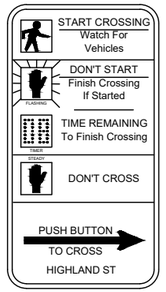
P8

PED. SIGNAL
COUNT-DOWN
1-SECT., 1-WAY

653-1-11
8 AS



R10-3i
9"X15" 4 EA (SA)



R10-3i
9"X15" 4 EA (SB)

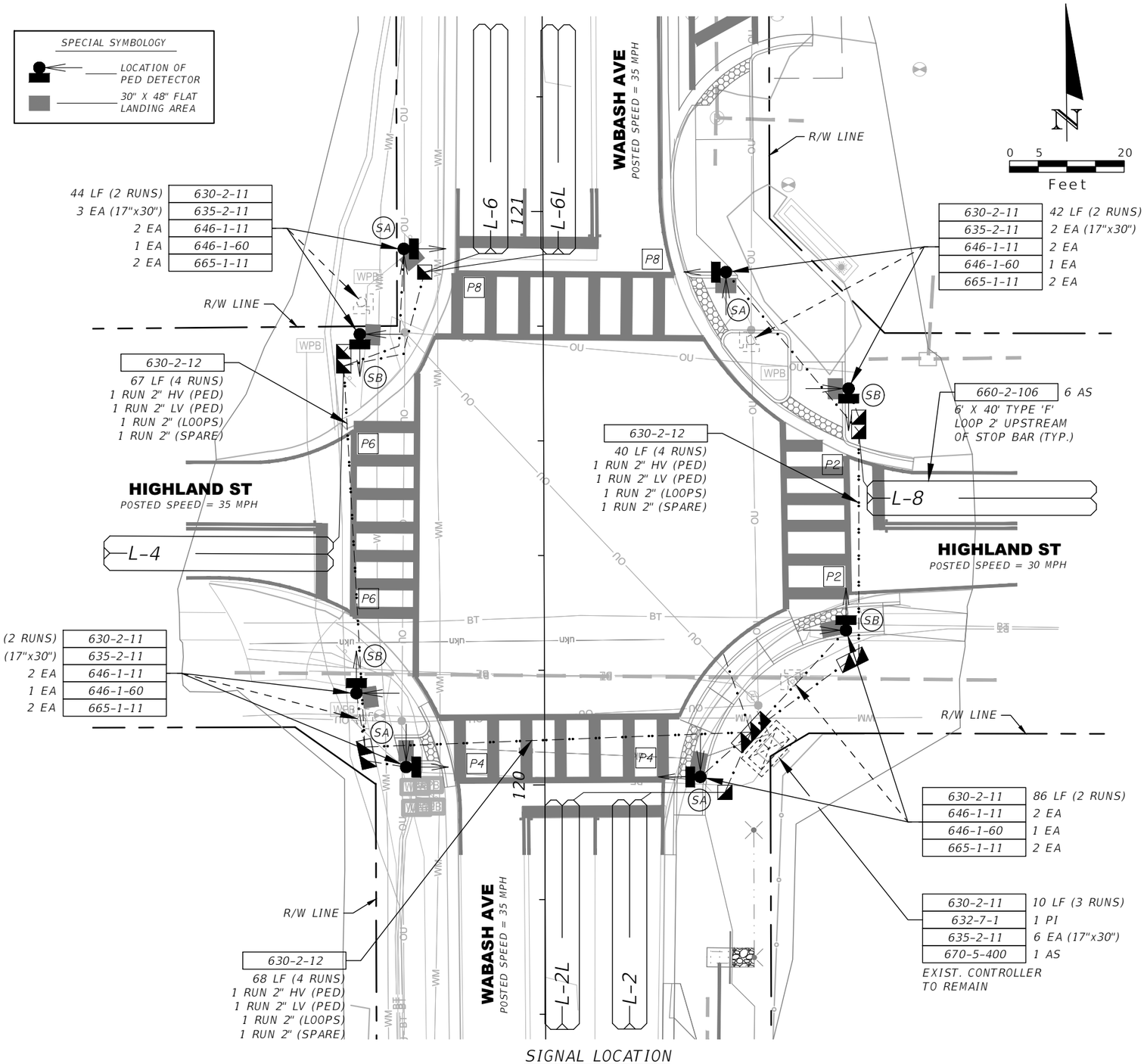
CONTROLLER OPERATIONS:

1. THE MAJOR STREET IS WABASH AVENUE (MOVEMENTS 2 AND 6).
2. THE MINOR STREET IS HIGHLAND ST (MOVEMENTS 4 AND 8).
3. SIGNAL OPERATING PLAN IS SOP 1.
4. CONCURRENT/ACTUATED PEDESTRIAN TIMING FOR MOVEMENTS 2 (P2), 4 (P4), 6 (P6) AND 8 (P8).

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



SIGNAL LOCATION
WABASH AVE AT HIGHLAND ST

CONTROLLER TIMINGS				
CONTROLLER PHASE, MOVEMENT NUMBER	2	4	6	8
DIRECTION	NBT	EBT	SBT	WBT
MINIMUM GREEN	20	7	20	7
EXTENSION	3.0	3.0	3.0	3.0
YELLOW CLEARANCE	4.0	4.0	4.0	4.0
ALL RED	2.0	2.2	2.0	2.2
MAXIMUM GREEN 1	40	20	40	20
MAXIMUM GREEN 2	45	25	45	25
PEDESTRIAN WALK	7	7	7	7
PED. CLEARANCE	14	15	15	20
DET. CROSS SWITCH	-	-	-	-
DUAL ENTRY	Y		Y	
RECALL	MIN		MIN	

DETECTORS FOR LOOPS		
LOOP	NO. OF LOOPS	DELAY TIME(SEC)
L-1	1	-
L-2	1	-
L-3		-
L-4	1	-
L-5	1	-
L-6	1	-
L-7		-
L-8	1	-

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY B. WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PENBROOKE DR., SUITE 265
ORLANDO, FL 32810

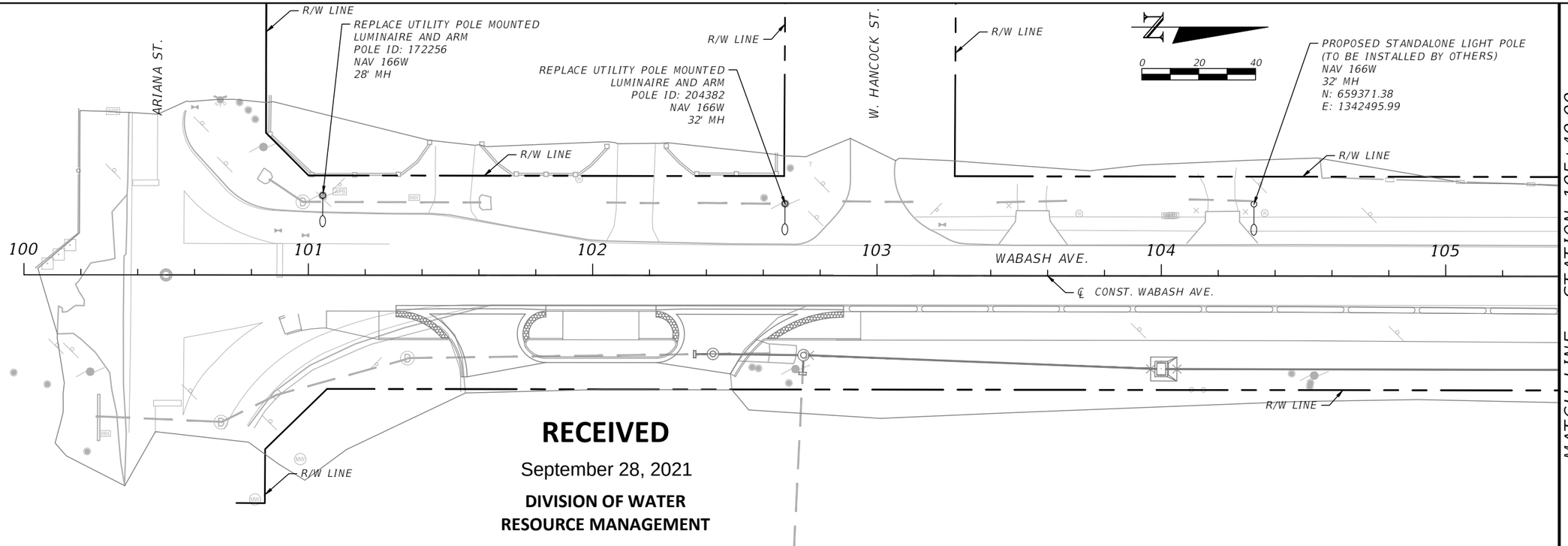
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	438266-1-58-01

SIGNALIZATION PLAN

SHEET NO. 133

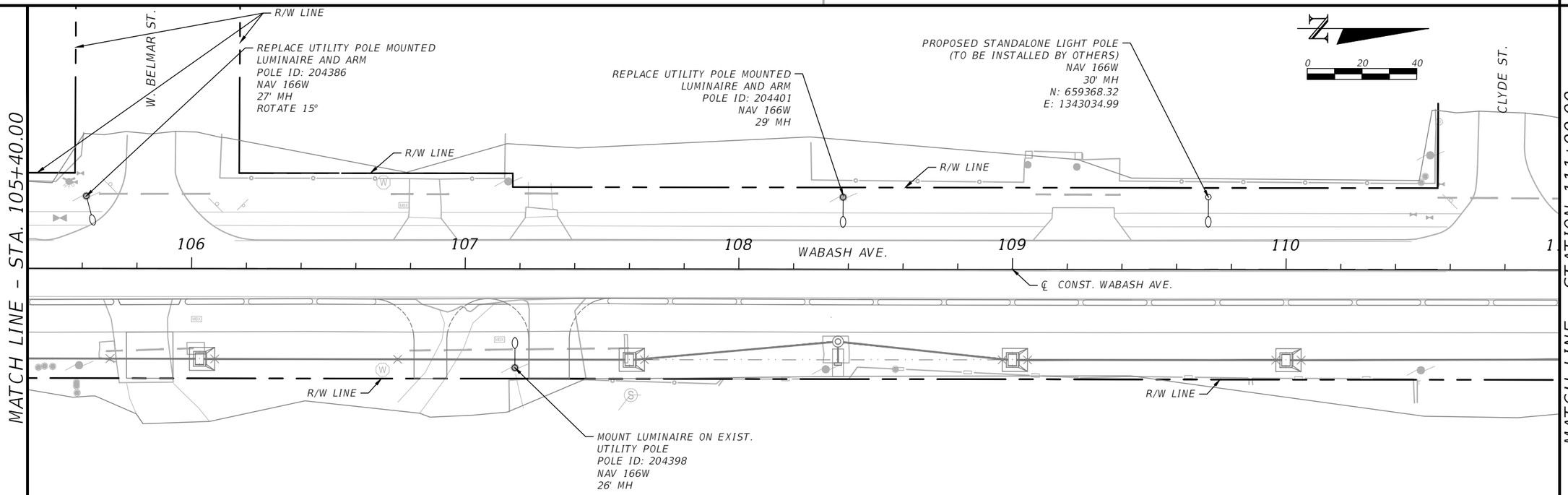
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED

September 28, 2021

DIVISION OF WATER RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

LIGHTING PLAN (1)

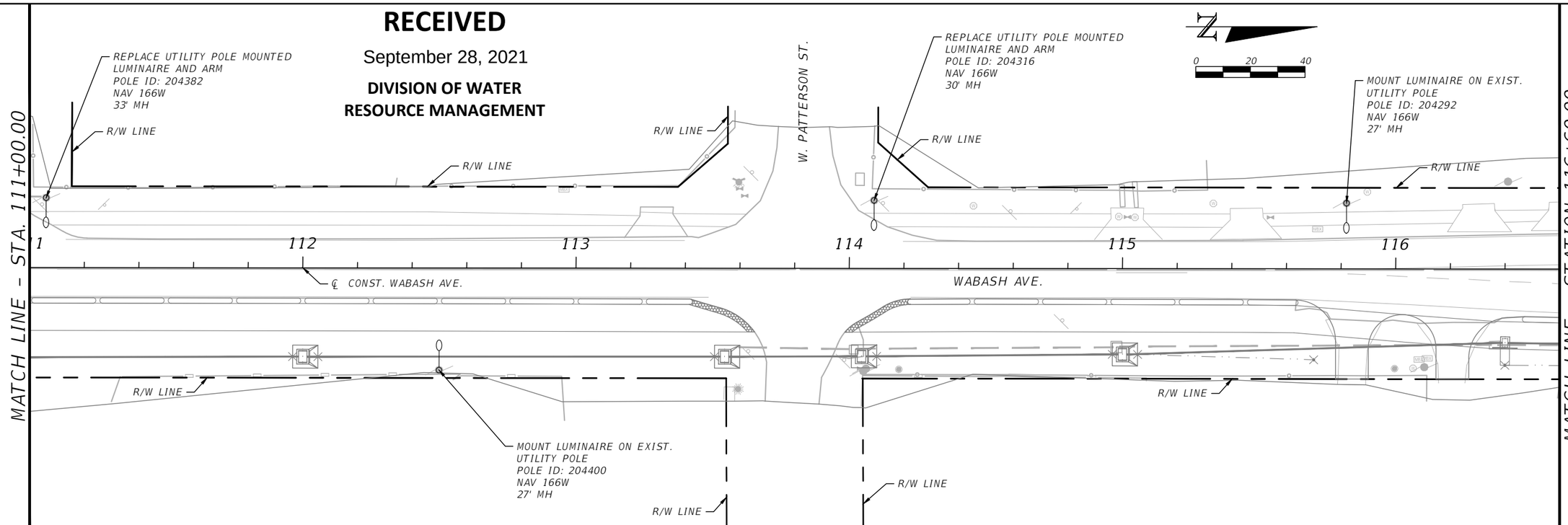
SHEET NO. 134

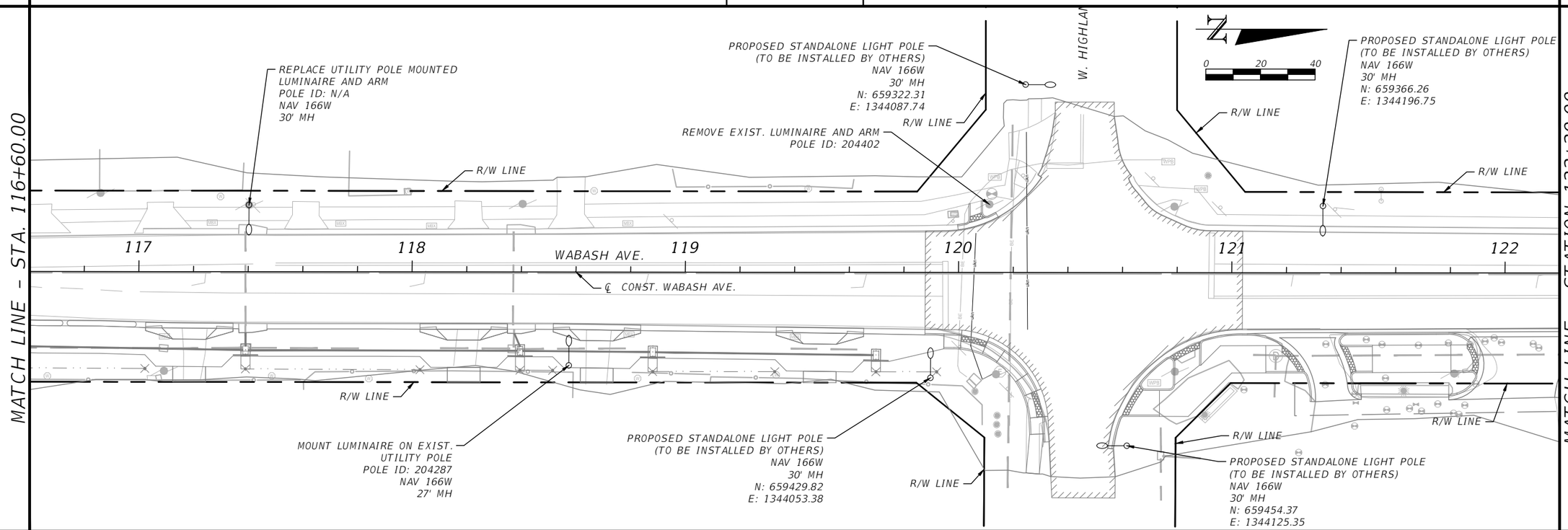
James Greene 9/14/2021 8:17:24 PM

P:\PR58964\44184715201\Lighting\PLANLT01.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

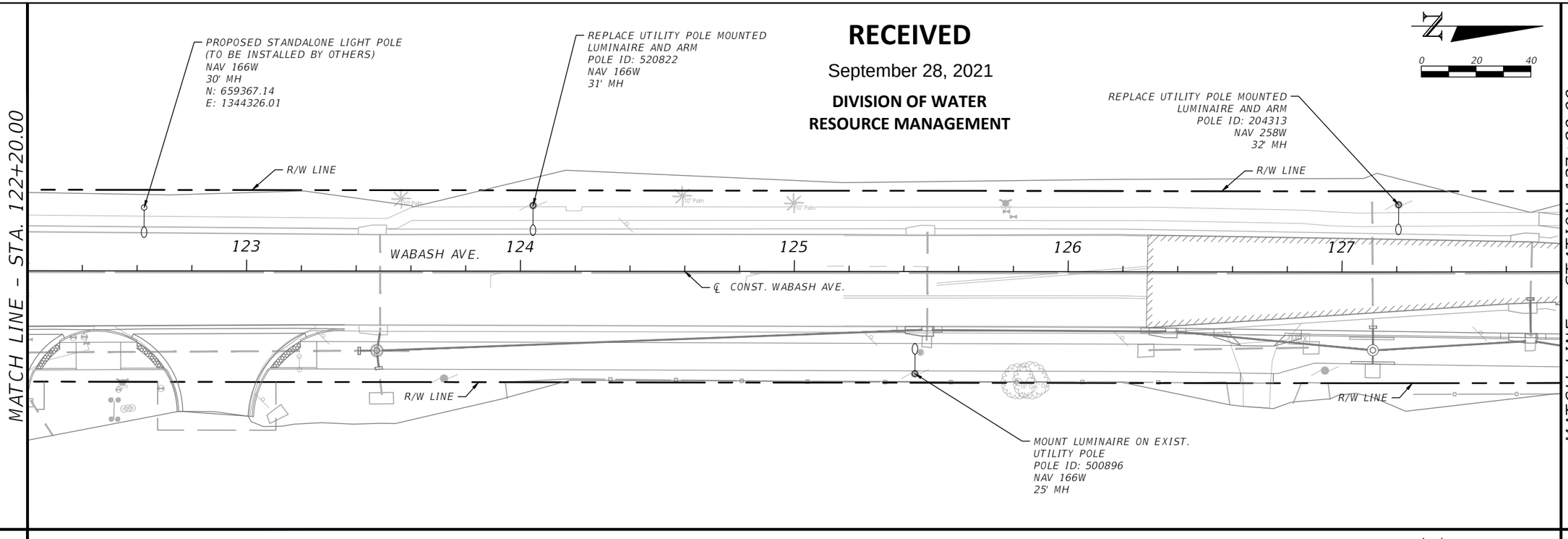
ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

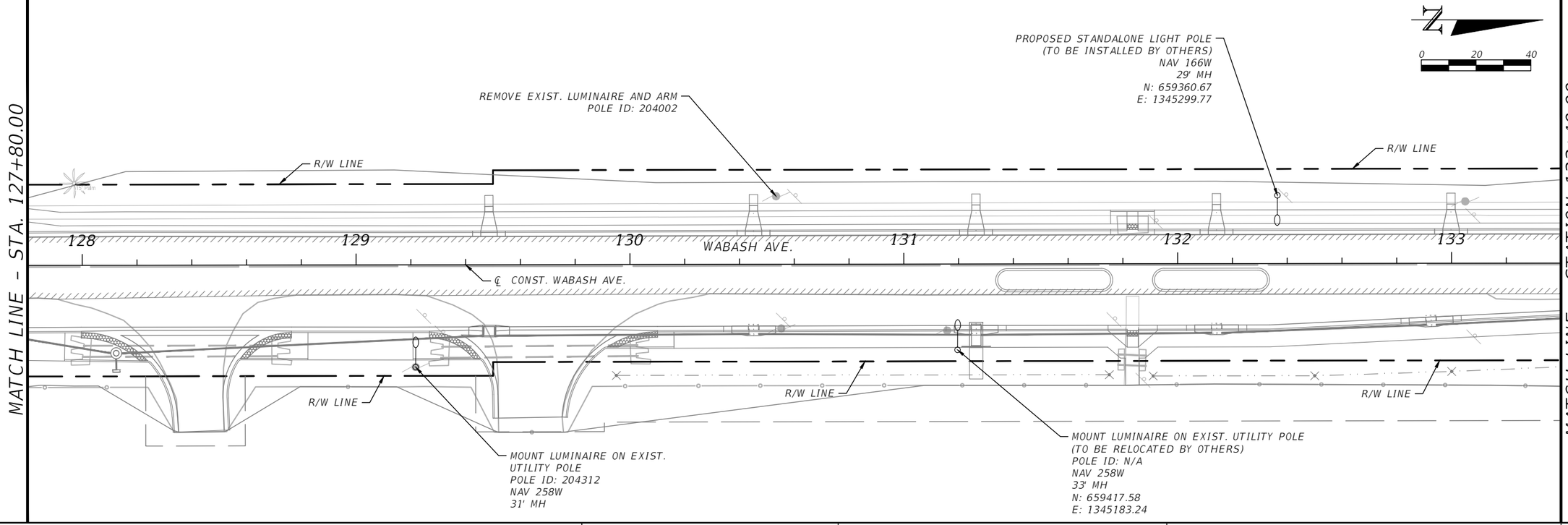
LIGHTING PLAN (2)

SHEET NO. 135

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RECEIVED
September 28, 2021
DIVISION OF WATER
RESOURCE MANAGEMENT





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

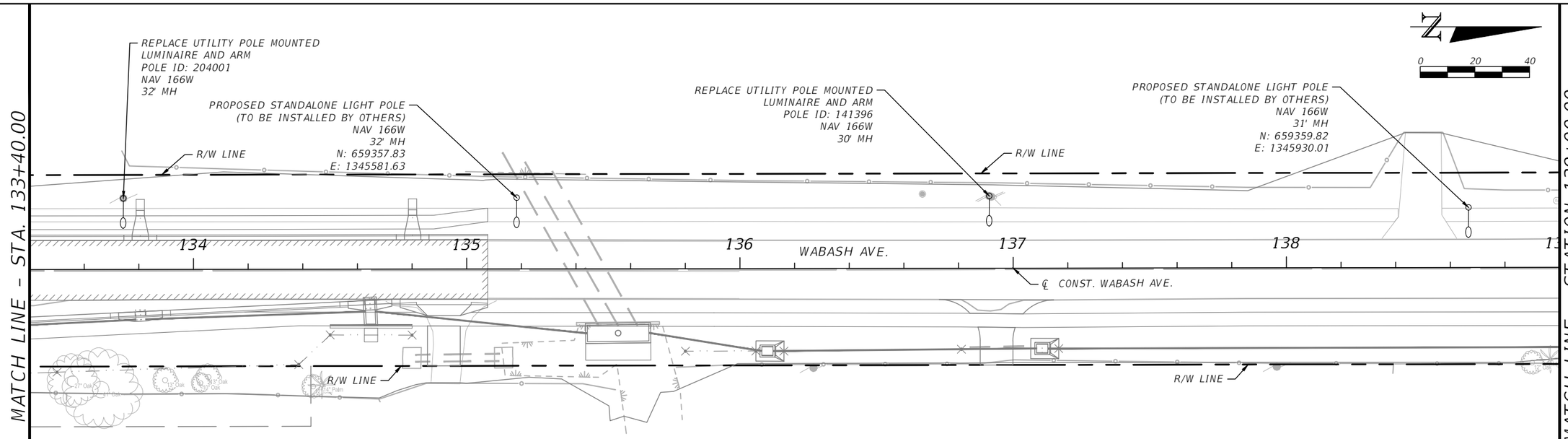
POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

LIGHTING PLAN (3)

SHEET NO. 136

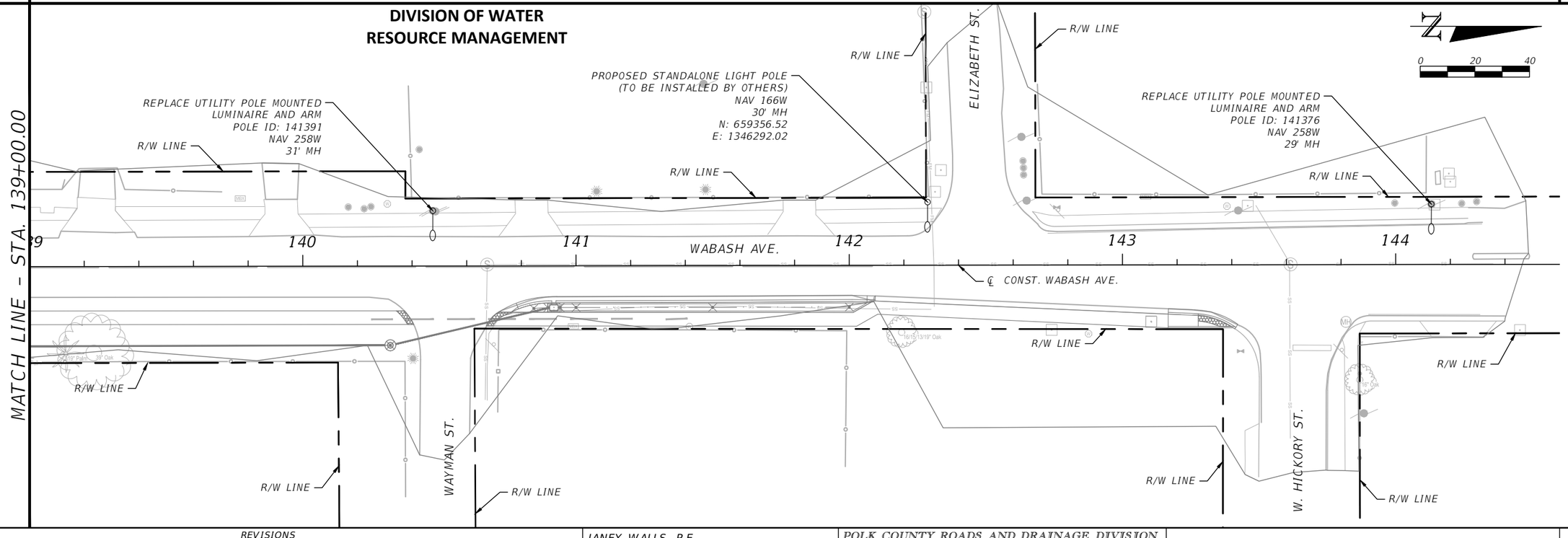
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JANEY WALLS, P.E.
P.E. LICENSE NUMBER 76169
BURGESS & NIPLE, INC.
1800 PEMBROOK DRIVE, SUITE 265
ORLANDO, FLORIDA 32810

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

LIGHTING PLAN (4)

SHEET NO. 137

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PAY ITEMS

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY TOTAL PLAN	QUANTITY TOTAL FINAL
	ROADWAY			
101-1	MOBILIZATION	LS	1	
102-1	MAINTENANCE OF TRAFFIC	LS	1	
102-60	WORK ZONE SIGN	ED	1	
102-74-1	CHANNELIZING DEVICE-TYPES I, II, DI, VP, DRUM, LC	ED	1	
102-74-2	CHANNELIZING DEVICE, TYPE III, 6'	ED	1	
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	1	
104-10-3	SEDIMENT BARRIER	LF	1	
104-11	FLOATING TURBIDITY BARRIER	LF	1	
104-18	INLET PROTECTION SYSTEM	EA	1	
110-1-1	CLEARING AND GRUBBING	LS/AC	1	
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	1	
120-1	REGULAR EXCAVATION	CY	1	
120-6	EMBANKMENT	CY	1	
160-4	TYPE B STABILIZATION	SY	1	
285-701	OPTIONAL BASE GROUP 01	SY	1	
285-714	OPTIONAL BASE GROUP 14	SY	1	
327-70-4	MILLING EXIST ASPHALT PAVT, 3" AVG DEPTH	SY	1	
327-70-6	MILLING EXIST ASPHALT PAVT, 1 1/2" AVG DEPTH	SY	1	
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	1	
337-7-82	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5, PG 76-22	TN	1	
400-0-11	CONCRETE CLASS NS, GRAVITY WALL	CY	1	
400-4-11	CONCRETE CLASS IV, RETAINING WALLS	CY	1	
415-1-3	REINFORCING STEEL - RETAINING WALL	LB	1	
425-1-351	INLETS, CURB, TYPE P-5, <10	EA	1	
425-1-451	INLETS, CURB, TYPE J-5, <10	EA	1	
425-1-461	INLETS, CURB, TYPE J-6, <10	EA	1	
425-1-531	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'	EA	1	
425-1-541	INLETS, DT BOT, TYPE D, <10'	EA	1	
425-1-713	INLETS, GUTTER, TYPE V, J BOT, <10'	EA	1	
425-1-910	INLETS, CLOSED FLUME	EA	1	
425-2-41	MANHOLES, P-7, <10'	EA	1	
425-2-61	MANHOLES, P-8, <10'	EA	1	
425-2-71	MANHOLES, J-7, <10'	EA	1	
425-2-91	MANHOLES, J-8, <10'	EA	1	
430-536-100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	EA	1	
430-94-1	DESILTING PIPE, 0 - 24"	EA	1	
430-175-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	LF	1	
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	1	
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	1	
430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"S/CD	LF	1	
430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"S/CD	LF	1	
430-175-142	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42"S/CD	LF	1	
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18"S/CD	LF	1	
430-175-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 24"S/CD	LF	1	
430-175-236	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 36"S/CD	LF	1	
430-175-242	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 42"S/CD	LF	1	
515-1-1	PIPE HANDRAIL - GUIDERAIL, STEEL	LF	1	
520-1-7	CONCRETE CURB AND GUTTER, TYPE E	LF	1	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1	
520-3	VALLEY GUTTER- CONCRETE	LF	1	
520-5-46	TRAFFIC SEPARATOR, CONCRETE, TYPE IV, 8.5' WIDE	LF	1	
520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL-VARIABLE WIDTH	SY	1	
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1	
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1	
522-3	BUS BOARDING PAD - CONCRETE	SY	1	
524-1-1	CONCRETE DITCH PAVT, NON REINFORCED, 3"	SY	1	
524-1-4	CONCRETE DITCH PAVT, NON REINFORCED, 6"	SY	1	
527-2	DETECTABLE WARNINGS	SF	1	
570-1-2	PERFORMANCE TURF, SOD	SY	1	

PAY ITEMS

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY TOTAL PLAN	QUANTITY TOTAL FINAL
	SIGNALIZATION			
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1	
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	1	
632-7-1	SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, F&I	PI	1	
635-2-11	PULL & SPLICE BOX, F&I, 17" X 30" COVER SIZE	EA	1	
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	1	
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	1	
653-1-11	PEDESTRIAN SIGNAL, F&I LED COUNTDOWN, 1 WAY	AS	1	
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	AS	1	
665-1-11	PEDESTRIAN DETECTOR, F&I, STANDARD	EA	1	
670-5-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1	

	SIGNING AND PAVEMENT MARKING			
700-1-60	SINGLE POST SIGN, REMOVE	AS	1	
700-11-232	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL GROUND MOUNT- SOLAR POWER, SPEED FEEDBACK, 12-20 SF	AS	1	
700-12-21	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON	AS	1	
706-1-3	RAISED PAVEMENT MARKER, TYPE B, WHITE/RED	EA	1	
	RAISED PAVEMENT MARKER, TYPE B, MONO-DIRECTIONAL/YELLOW	EA	1	
	RAISED PAVEMENT MARKER, TYPE B, YELLOW/YELLOW	EA	1	
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	LS	1	
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	1	
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	1	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	1	
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	1	
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	1	
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	1	
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	1	
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	1	
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	1	
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	1	

RECEIVED

September 28, 2021

DIVISION OF WATER
RESOURCE MANAGEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS DATE	DESCRIPTION	DATE	DESCRIPTION

BRYAN ANDERSON, P.E.
P.E. LICENSE NUMBER 64617
BURGESS & NIPLE, INC.
10006 N. DALE MABRY HIGHWAY, SUITE 201
TAMPA, FLORIDA 33618

POLK COUNTY ROADS AND DRAINAGE DIVISION
3000 SHEFFIELD ROAD
WINTER HAVEN, FL 33880

ROAD NAME	FINANCIAL PROJECT ID.
WABASH AVENUE	441847-1-58-01

SUMMARY OF PAY ITEMS

SHEET NO. 144

Certification of Compliance with a State 404 Program General Permit

Instructions: To be completed, executed, and submitted to the Agency within 30 days of completion of the authorized activity.

Permit No: Permittee's Name:

Permittee's Address:

Telephone Number:

Location of the Work:

Date Work Started: Date Work Completed:

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES NO
TO SCHEDULE AN INSPECTION, PLEASE CONTACT AT

Description of the Work (e.g., bank stabilization, residential or commercial filling, docks, dredging, etc.):

Acreage or Square Feet of Impacts to state-assumed waters:

Describe Mitigation completed (if applicable):

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

_____ _____
Signature of Permittee Date:

_____
Name and Title

Enclosures:
☐ Attached drawing(s) depicting deviations from the permit (if any)
☐ Other

UTILITY RELOCATION SCHEDULE & PERMIT

POLK COUNTY ROADS & DRAINAGE DIVISION
3000 SHEFFIELD ROAD • WINTER HAVEN, FL 33880
PHONE (863) 535-2200 • FAX (863) 534-7339

Polk County Project Number: 441847-1-58-01
Polk County Project Name: Wabash Ave. Multi-Use Path
Project Description and Limits: Ariana St. to Hickory St.
Utility Agency/Owner (UAO): Frontier Florida LLC

A. Summary of Relocation and Execution:

NON-CONSTRUCTION ITEMS:	ESTIMATED CALENDAR DAYS	CONSTRUCTION ITEMS:	ESTIMATED CALENDAR DAYS
Preliminary Engineering	45 DA	Prior to Project Construction	0 DA
Material Procurement	0 DA	During Project Construction	3 DA
Right-of-Way/Easement Acquisition	0 DA		
Other	15 DA		

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Polk County Roads & Drainage Division ("County"); the location, relocation, adjustment, installation, and/or protection of their facilities on this project.

The following data is based on the County's Final Construction Plans dated 9/14/2021.

Any deviation by the County or its contractor to the construction plans, as provided, may render this Utility Relocation Schedule null and void. Upon notification by the County of such change, the UAO shall review the changes and determine if any changes to this Utility Relocation Schedule are required. If said deviation does not require a new relocation schedule, then notification is required stating that this document still applies. If changes are required, the UAO shall prepare and submit a new Utility Relocation Schedule and Permit to the County reflecting the deviation(s) and corresponding impacts.

The UAO agrees to notify the County prior to starting, stopping, resuming or completing work per the Permit requirements in Section 'E'.

UAO Representative: Fred Valdes Telephone Number: 863-688-9714

UAO Field Representative: Albert (Bo) Sierra Telephone Number: 863-712-5211

A copy of this schedule shall be included in the bid documents. By signature of both parties at the end of Section 'E', this document will also serve as the approved schedule and permit. A copy of this permit shall be kept on site and available for review at all times.

B. Special Conditions/Constraints (for constructability purposes only):

1. Frontier Florida LLC working days are non-concurrent and to be done during normal business hours, Monday-Friday, 7:30am - 5:00pm (excluding Holidays).

2. This schedule only addresses areas of conflict, see RGB for all existing facilities.

UTILITY RELOCATION SCHEDULE & PERMIT

POLK COUNTY ROADS & DRAINAGE DIVISION
3000 SHEFFIELD ROAD • WINTER HAVEN, FL 33880
PHONE (863) 535-2200 • FAX (863) 534-7339

C. Existing Facilities on Project

UAO FACILITIES by TYPE, SIZE, MATERIAL, and VERTICAL ELEVATION/OFFSET to BASELINE from STA to STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	MOT PHASE NUMBER	CONSECUTIVE CALENDAR DAYS

UTILITY RELOCATION SCHEDULE & PERMIT

POLK COUNTY ROADS & DRAINAGE DIVISION
3000 SHEFFIELD ROAD • WINTER HAVEN, FL 33880
PHONE (863) 535-2200 • FAX (863) 534-7339

D. Proposed Relocation of Facilities on Project:

UAO FACILITIES by TYPE, SIZE, MATERIAL, and VERTICAL ELEVATION/OFFSET to BASELINE from STA to STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	MOT PHASE NUMBER	CONSECUTIVE CALENDAR DAYS
Sta.123+35 to Sta.123+60+/-RT, BT 1-Copper Cable @ 34' off CL.	To Be Adjusted For Drainage	Placement of Drainage	During Const.	1
Sta.140+45 to Sta.140+80+/-RT, BT 6-4"with FOC @ 23'-22' off CL.	To Be Adjusted for Drainage	Placement of Drainage	During Const.	1
Sta.143+80+/-RT, BT 1-Man Hole Lid @ 21' off CL.	To Be Adjusted to Final Grade	Staking of Grade	During Const.	1

E. Utility Permit:

1. The UAO declares that prior to filing this application, the location of all existing facilities in the subject area that it owns or has an interest in, both aerial and underground, are shown on the plans in accordance with Florida Statutes, Chapter 337 and 556.
2. The COUNTY Project Manager shall be notified a minimum of forty eight (48) hours prior to starting work and again immediately upon completion of work.
3. All work, materials, and equipment shall be subject to inspection and approval by the COUNTY.
4. All plans and installations shall conform to the requirements of the FDOT's UAM in effect as of the date this permit is approved by the COUNTY, and shall be made a part of this permit. This provision shall not limit the authority of the COUNTY under Paragraph 8 of this Permit.
5. The construction and maintenance of this facility shall not interfere with the property and rights of a prior UAO.
6. This permit is a license for permissive use only and the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder, except as provided in executed subordination and Railroad Utility Agreements.
7. Pursuant to Section 337.403(1), Florida Statues, any facilities placed upon, under, over, or along any public road or publicly owned rail corridor that is found by the COUNTY to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the UAO or its agent by the COUNTY, be removed or relocated by such UAO at its own expense. The obligation to remove or relocate such facility pursuant to Section 337.403.1, Florida Statutes shall apply to all successors and assigns for the permitted facility.
8. Whenever such removal or relocation of facilities is required pursuant to Section 337.403(1), Florida Statutes, and the UAO fails to remove or relocate within the time agreed upon, the COUNTY retains the right, pursuant to Sections 337.403(3) and 337.404, Florida Statutes, to cause the facility to be removed, to charge the UAO for that expense, and to proceed with any necessary action to recover the cost of such removal.
9. In the event the relocation of said facilities are scheduled to be done simultaneously with the COUNTY's construction work, the UAO will coordinate with the COUNTY before proceeding and shall cooperate with the COUNTY's contractor to schedule the work so as not to delay the work of the COUNTY's contractor, defend any legal claims of the COUNTY's contractor due to delays caused by the UAO's failure to comply with the approved schedule, and shall comply with all provisions of the law and the FDOT's current UAM.
10. In the event the activities permitted hereunder are not constructed in accordance with the COUNTY's requirements in effect as of the date this permit is approved, the UAO shall reconstruct the facilities in accordance with such requirements or remove such facilities from the R/W at no cost to the COUNTY, except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements. This provision shall not limit the authority of the COUNTY under Paragraph 8 of this Permit.
11. The rights and privileges set forth herein are granted only to the extent of the COUNTY's right, title and interest in the land to be entered upon and used by the UAO, and the UAO will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the COUNTY from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said UAO of the aforesaid rights and privileges.
12. During construction, all safety regulations of the COUNTY shall be observed and the UAO must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the requirements of the FDOT's Design Standards, Indexes 600-670, the Standard Specifications for Road and Bridge Construction, Section 102, as amended by the UAM, and when applicable, Standard Application Package for railways, including flagging services and Railroad Protective Insurance or acceptable alternative. When a UAO deems it necessary to conduct Traffic Control activities and methods significantly different from those addressed in the above references, the UAO must submit an alternative plan signed and sealed by a licensed Florida professional engineer qualified to develop TCP in accordance with the provisions of Chapter 8 of the UAM.
13. At the COUNTY's request, the UAO, at its sole expense, shall promptly remove any out of service facilities. Should the COUNTY agree that the UAO may keep its facilities in place and out of service, the UAO, by execution of this permit acknowledges its present and continuing ownership of its facilities located, as described in Section 'C', within the COUNTY's R/W. Whenever the UAO removes its facilities, it shall be at the UAO's sole cost and expense.

14. In the event unknown contaminated soil is encountered by the UAO within the permitted horizontal or vertical construction limits, the UAO shall immediately cease work and notify the COUNTY. The COUNTY shall coordinate with the appropriate agencies and notify the UAO of any suspension or revocation of the permit until contamination assessment and remediation, as appropriate, has progressed to a state that all environmental regulatory agencies having jurisdiction have approved the site of the contamination for resumption of work. **Any work outside the permitted horizontal or vertical construction limits will be the sole responsibility of the UAO.**

15. For any excavation, construction, maintenance, or support activities performed by or on behalf of the COUNTY, within its R/W, the UAO shall be required by the COUNTY to physically expose or to direct the exposure of underground facilities, provide any necessary support to facilities, and/or cover aerial facilities as deemed reasonably necessary for safety purposes or to determine the actual location of the facilities.

16. Pursuant to Section 337.401(2), Florida Statutes, the permit shall require the permit holder to be responsible for damage resulting from the issuance of the permit. The COUNTY may initiate injunctive proceedings as provided in s.120.69 to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto.

17. Pursuant to Section 337.402, Florida Statutes, when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a facility located on such road or publicly owned rail corridor, the UAO shall, at its own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the owner fails to make such restoration, the authority is authorized to do so and charge the cost thereof against the owner under the provisions of s.337.404.

18. The UAO shall comply with all provisions of Chapter 556, Florida Statutes, Underground Facilities Damage Prevention and Safety Act.

19. **Special COUNTY Instructions:**

Note: *It is understood and agreed that commencement by the UAO is acknowledgment and acceptance of the binding nature of all the above listed permit conditions and special instructions.*

20. Receipt of this permit acknowledges responsibility to comply with Section 119.07(3), Florida Statutes regarding Exempt Documents.

21. This document is a printout of a digital form maintained on the Polk County website at www.polk-county.net. All revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".

22. Notwithstanding the foregoing, nothing contained in this permit shall be deemed to impair in any way the rights granted or reserved in any deeds, easements, subordination agreements, railroad utility agreements, or other such instruments.

Authorized Utility Agent:

9/29/2021	
Signature / Date	
Fred Valdes	
Printed Name	
OSP Sr. Engineer	
Title	

Acceptance by County Project Manager:

4/25/22	
Signature / Date	
William G. Lorenzo, P.E.	
Printed Name	
Project Manager	
Title	

UTILITY RELOCATION SCHEDULE & PERMIT

POLK COUNTY ROADS & DRAINAGE DIVISION
3000 SHEFFIELD ROAD • WINTER HAVEN, FL 33880
PHONE (863) 535-2200 • FAX (863) 534-7339

Polk County Project Number: 441847-1
Polk County Project Name: Wabash Av (South)
Project Description and Limits: Ariana to Hickory, Sidewalk & Drainage Improvments
Utility Agency/Owner (UAO): City of Lakeland - Water Utilit

A. Summary of Relocation and Execution:

NON-CONSTRUCTION ITEMS:	ESTIMATED CALENDAR DAYS	CONSTRUCTION ITEMS:	ESTIMATED CALENDAR DAYS
Preliminary Engineering	20 DA	Prior to Project Construction	4 DA
Material Procurement	30 DA	During Project Construction	2 DA
Right-of-Way/Easement Acquisition	0 DA		
Other	DA		

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Polk County Roads & Drainage Division ("County"); the location, relocation, adjustment, installation, and/or protection of their facilities on this project.

The following data is based on the County's Final Construction Plans dated 1/28/2022 .

Any deviation by the County or its contractor to the construction plans, as provided, may render this Utility Relocation Schedule null and void. Upon notification by the County of such change, the UAO shall review the changes and determine if any changes to this Utility Relocation Schedule are required. If said deviation does not require a new relocation schedule, then notification is required stating that this document still applies. If changes are required, the UAO shall prepare and submit a new Utility Relocation Schedule and Permit to the County reflecting the deviation(s) and corresponding impacts.

The UAO agrees to notify the County prior to starting, stopping, resuming or completing work per the Permit requirements in Section 'E'.

UAO Representative: Rebecca Ellis Telephone Number: 863-834-6463

UAO Field Representative: Darrin Murphy Telephone Number: 863-834-6705

A copy of this schedule shall be included in the bid documents. By signature of both parties at the end of Section 'E', this document will also serve as the approved schedule and permit. A copy of this permit shall be kept on site and available for review at all times.

B. Special Conditions/Constraints (for constructability purposes only):

Please allow 48 hours' notice to adjust any valves or meters.

UTILITY RELOCATION SCHEDULE & PERMIT

POLK COUNTY ROADS & DRAINAGE DIVISION
3000 SHEFFIELD ROAD • WINTER HAVEN, FL 33880
PHONE (863) 535-2200 • FAX (863) 534-7339

C. Existing Facilities on Project

UAO FACILITIES by TYPE, SIZE, MATERIAL, and VERTICAL ELEVATION/OFFSET to BASELINE from STA to STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	MOT PHASE NUMBER	CONSECUTIVE CALENDAR DAYS
Sta 100+59, 15'L to Sta 115+68, 12'L 12" AC WM	To remain			
Sta 115+68, 12'L to Sta 126+06, 16'L 12" AC WM (abandoned)	To remain			
Sta 126+10, 16'L to Sta 134+51, 26'L 12" DI WM	To remain			
Sta 134+51, 26'L through Sta 144+18, 25'L 12" WM	To remain			
Sta 105+70, 28'L to Sta 115+68, 20'L 8" WM, valves	To remain			
Sta 115+68, 20'L through Sta 126+10, 22'L 12" WM, valves	To remain			
Sta 107+64, 39'R to Sta 113+60, 39'R 4" PVC FM	To remain			
Sta 107+68, 44'R to Sta 112+59, 45'R 8" PVC Sanitary, MH's	To remain			
Sta 110+53, 26'L to 141'R 6" CI WM	Portion at drain to be removed, replaced	Before const of drainage at Sta 110+53		4
Sta 114+04, 15'L through 200'R 2" GALV WM	Portion at drain to be removed, replaced	During const of drainage at Sta 114+04		2
Sta 120+24 200'L through 200'R 6" AC WM	To remain			
Sta 122+49, 22'L to 51'R 6" AC WM	To remain			
Sta 140+40, 13'L through 200'R 6" WM	To remain			
Sta 140+67, 0'L through 200'R 15" VCP Sanitary	To remain			
Sta 140+67, 0' through Sta 146+99, 0' 15" VCP Sanitary	To remain			
Sta 140+67, 25'R to Sta 142+35, 17'R 14" SFM	To remain			
Sta 142+35, 17'R to 200'+L 14" SFM	To remain			
Sta 143+61, 0' to 200'+L 8" VCP Sanitary	To remain			

UTILITY RELOCATION SCHEDULE & PERMIT

POLK COUNTY ROADS & DRAINAGE DIVISION
3000 SHEFFIELD ROAD • WINTER HAVEN, FL 33880
PHONE (863) 535-2200 • FAX (863) 534-7339

D. Proposed Relocation of Facilities on Project:

UAO FACILITIES by TYPE, SIZE, MATERIAL, and VERTICAL ELEVATION/OFFSET to BASELINE from STA to STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	MOT PHASE NUMBER	CONSECUTIVE CALENDAR DAYS
Sta 110+53, 23'L to 36'L 6" CI WM	Lower exist WM 24"	Survey with Cut marks for drainage pipe		4
Sta 114+04, 27'L to 35'L 2" WM	Remove WM, replace over drainage pipe	During const of drainage pipe at Sta 114+04		2

E. Utility Permit:

1. The UAO declares that prior to filing this application, the location of all existing facilities in the subject area that it owns or has an interest in, both aerial and underground, are shown on the plans in accordance with Florida Statutes, Chapter 337 and 556.
2. The COUNTY Project Manager shall be notified a minimum of forty eight (48) hours prior to starting work and again immediately upon completion of work.
3. All work, materials, and equipment shall be subject to inspection and approval by the COUNTY.
4. All plans and installations shall conform to the requirements of the FDOT's UAM in effect as of the date this permit is approved by the COUNTY, and shall be made a part of this permit. This provision shall not limit the authority of the COUNTY under Paragraph 8 of this Permit.
5. The construction and maintenance of this facility shall not interfere with the property and rights of a prior UAO.
6. This permit is a license for permissive use only and the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder, except as provided in executed subordination and Railroad Utility Agreements.
7. Pursuant to Section 337.403(1), Florida Statues, any facilities placed upon, under, over, or along any public road or publicly owned rail corridor that is found by the COUNTY to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the UAO or its agent by the COUNTY, be removed or relocated by such UAO at its own expense. The obligation to remove or relocate such facility pursuant to Section 337.403.1, Florida Statutes shall apply to all successors and assigns for the permitted facility.
8. Whenever such removal or relocation of facilities is required pursuant to Section 337.403(1), Florida Statutes, and the UAO fails to remove or relocate within the time agreed upon, the COUNTY retains the right, pursuant to Sections 337.403(3) and 337.404, Florida Statutes, to cause the facility to be removed, to charge the UAO for that expense, and to proceed with any necessary action to recover the cost of such removal.
9. In the event the relocation of said facilities are scheduled to be done simultaneously with the COUNTY's construction work, the UAO will coordinate with the COUNTY before proceeding and shall cooperate with the COUNTY's contractor to schedule the work so as not to delay the work of the COUNTY's contractor, defend any legal claims of the COUNTY's contractor due to delays caused by the UAO's failure to comply with the approved schedule, and shall comply with all provisions of the law and the FDOT's current UAM.
10. In the event the activities permitted hereunder are not constructed in accordance with the COUNTY's requirements in effect as of the date this permit is approved, the UAO shall reconstruct the facilities in accordance with such requirements or remove such facilities from the R/W at no cost to the COUNTY, except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements. This provision shall not limit the authority of the COUNTY under Paragraph 8 of this Permit.
11. The rights and privileges set forth herein are granted only to the extent of the COUNTY's right, title and interest in the land to be entered upon and used by the UAO, and the UAO will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the COUNTY from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said UAO of the aforesaid rights and privileges.
12. During construction, all safety regulations of the COUNTY shall be observed and the UAO must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the requirements of the FDOT's Design Standards, Indexes 600-670, the Standard Specifications for Road and Bridge Construction, Section 102, as amended by the UAM, and when applicable, Standard Application Package for railways, including flagging services and Railroad Protective Insurance or acceptable alternative. When a UAO deems it necessary to conduct Traffic Control activities and methods significantly different from those addressed in the above references, the UAO must submit an alternative plan signed and sealed by a licensed Florida professional engineer qualified to develop TCP in accordance with the provisions of Chapter 8 of the UAM.
13. At the COUNTY's request, the UAO, at its sole expense, shall promptly remove any out of service facilities. Should the COUNTY agree that the UAO may keep its facilities in place and out of service, the UAO, by execution of this permit acknowledges its present and continuing ownership of its facilities located, as described in Section 'C', within the COUNTY's R/W. Whenever the UAO removes its facilities, it shall be at the UAO's sole cost and expense.

14. In the event unknown contaminated soil is encountered by the UAO within the permitted horizontal or vertical construction limits, the UAO shall immediately cease work and notify the COUNTY. The COUNTY shall coordinate with the appropriate agencies and notify the UAO of any suspension or revocation of the permit until contamination assessment and remediation, as appropriate, has progressed to a state that all environmental regulatory agencies having jurisdiction have approved the site of the contamination for resumption of work. **Any work outside the permitted horizontal or vertical construction limits will be the sole responsibility of the UAO.**

15. For any excavation, construction, maintenance, or support activities performed by or on behalf of the COUNTY, within its R/W, the UAO shall be required by the COUNTY to physically expose or to direct the exposure of underground facilities, provide any necessary support to facilities, and/or cover aerial facilities as deemed reasonably necessary for safety purposes or to determine the actual location of the facilities.

16. Pursuant to Section 337.401(2), Florida Statutes, the permit shall require the permit holder to be responsible for damage resulting from the issuance of the permit. The COUNTY may initiate injunctive proceedings as provided in s.120.69 to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto.

17. Pursuant to Section 337.402, Florida Statutes, when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a facility located on such road or publicly owned rail corridor, the UAO shall, at its own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the owner fails to make such restoration, the authority is authorized to do so and charge the cost thereof against the owner under the provisions of s.337.404.

18. The UAO shall comply with all provisions of Chapter 556, Florida Statutes, Underground Facilities Damage Prevention and Safety Act.

19. **Special COUNTY Instructions:**

Note: *It is understood and agreed that commencement by the UAO is acknowledgment and acceptance of the binding nature of all the above listed permit conditions and special instructions.*

20. Receipt of this permit acknowledges responsibility to comply with Section 119.07(3), Florida Statutes regarding Exempt Documents.

21. This document is a printout of a digital form maintained on the Polk County website at www.polk-county.net. All revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".

22. Notwithstanding the foregoing, nothing contained in this permit shall be deemed to impair in any way the rights granted or reserved in any deeds, easements, subordination agreements, railroad utility agreements, or other such instruments.

Authorized Utility Agent:

Matthew Fowler 2/11/22

Signature Date

Matt Fowler

Printed Name

Engineer

Title

Acceptance by County Project Manager:

4/25/22

Signature Date

William G. Lorenzo, P.E.

Printed Name

Project Manager

Title

UTILITY RELOCATION SCHEDULE & PERMIT

POLK COUNTY ROADS & DRAINAGE DIVISION
3000 SHEFFIELD ROAD • WINTER HAVEN, FL 33880
PHONE (863) 535-2200 • FAX (863) 534-7339

Polk County Project Number: 441847-1-58-01
Polk County Project Name: Wabash Ave Multi-Use Path
Project Description and Limits: Wabash Avenue from Ariana Street to Hickory Street
Utility Agency/Owner (UAO): City of Lakeland Electric

A. Summary of Relocation and Execution:

NON-CONSTRUCTION ITEMS:	ESTIMATED CALENDAR DAYS	CONSTRUCTION ITEMS:	ESTIMATED CALENDAR DAYS
Preliminary Engineering	0 DA	Prior to Project Construction	0 DA
Material Procurement	0 DA	During Project Construction	26 DA
Right-of-Way/Easement Acquisition	0 DA		
Other	0 DA		

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Polk County Roads & Drainage Division ("County"); the location, relocation, adjustment, installation, and/or protection of their facilities on this project.

The following data is based on the County's Final Construction Plans dated 01/23/22.

Any deviation by the County or its contractor to the construction plans, as provided, may render this Utility Relocation Schedule null and void. Upon notification by the County of such change, the UAO shall review the changes and determine if any changes to this Utility Relocation Schedule are required. If said deviation does not require a new relocation schedule, then notification is required stating that this document still applies. If changes are required, the UAO shall prepare and submit a new Utility Relocation Schedule and Permit to the County reflecting the deviation(s) and corresponding impacts.

The UAO agrees to notify the County prior to starting, stopping, resuming or completing work per the Permit requirements in Section 'E'.

UAO Representative: Hannah Greenfield Telephone Number: 863-834-6428

UAO Field Representative: Hannah Greenfield Telephone Number: 863-834-6428

A copy of this schedule shall be included in the bid documents. By signature of both parties at the end of Section 'E', this document will also serve as the approved schedule and permit. A copy of this permit shall be kept on site and available for review at all times.

B. Special Conditions/Constraints (for constructability purposes only):

During construction we will hold poles at locations noted on plans upon contractor request. Please notify two weeks in advance.

UTILITY RELOCATION SCHEDULE & PERMIT

POLK COUNTY ROADS & DRAINAGE DIVISION
3000 SHEFFIELD ROAD • WINTER HAVEN, FL 33880
PHONE (863) 535-2200 • FAX (863) 534-7339

C. Existing Facilities on Project

UAO FACILITIES by TYPE, SIZE, MATERIAL, and VERTICAL ELEVATION/OFFSET to BASELINE from STA to STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	MOT PHASE NUMBER	CONSECUTIVE CALENDAR DAYS
1) LE 204383 Pole STA 102+70, 32' RT	Hold Pole	Contractor Request - 14 Days Notice	N/A	2
2) LE 204384 Pole STA 104+53, 34' RT	Hold Pole	Contractor Request - 14 Days Notice	N/A	2
3) LE 204397 Pole STA 105+59, 36' RT	Hold Pole	Contractor Request - 14 Days Notice	N/A	2
4) LE 204398 Pole STA 107+17, 36' RT	Hold Pole	Contractor Request - 14 Days Notice	N/A	2
5) LE 500829 Pole STA 108+32, 36' RT	Hold Pole	Contractor Request - 14 Days Notice	N/A	2
6) LE 204399 Pole STA 110+50, 36' RT	Hold Pole	Contractor Request - 14 Days Notice	N/A	2
7) LE 204400 Pole STA 112+51, 37' RT	Hold Pole	Contractor Request - 14 Days Notice	N/A	2
8) LE 301384 Pole STA 114+5, 37' RT	Hold Pole	Contractor Request - 14 Days Notice	N/A	2
9) LE 204295 Pole STA 116+10, 36' RT	Hold Pole	Contractor Request - 14 Days Notice	N/A	2
10) LE 204294 Pole STA 117+10, 36' RT	Hold Pole	Contractor Request - 14 Days Notice	N/A	2
11) LE 204293 Pole STA 117+62, 37' RT	Hold Pole	Contractor Request - 14 Days Notice	N/A	2
12) LE 204287 Pole STA 118+56, 36' RT	Hold Pole	Contractor Request - 14 Days Notice	N/A	2
Any other poles at Contractor's Request	Hold Pole	Contractor Request - 14 Days Notice	N/A	2

UTILITY RELOCATION SCHEDULE & PERMIT

POLK COUNTY ROADS & DRAINAGE DIVISION
3000 SHEFFIELD ROAD • WINTER HAVEN, FL 33880
PHONE (863) 535-2200 • FAX (863) 534-7339

D. Proposed Relocation of Facilities on Project:

UAO FACILITIES by TYPE, SIZE, MATERIAL, and VERTICAL ELEVATION/OFFSET to BASELINE from STA to STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	MOT PHASE NUMBER	CONSECUTIVE CALENDAR DAYS

E. Utility Permit:

1. The UAO declares that prior to filing this application, the location of all existing facilities in the subject area that it owns or has an interest in, both aerial and underground, are shown on the plans in accordance with Florida Statutes, Chapter 337 and 556.
2. The COUNTY Project Manager shall be notified a minimum of forty eight (48) hours prior to starting work and again immediately upon completion of work.
3. All work, materials, and equipment shall be subject to inspection and approval by the COUNTY.
4. All plans and installations shall conform to the requirements of the FDOT's UAM in effect as of the date this permit is approved by the COUNTY, and shall be made a part of this permit. This provision shall not limit the authority of the COUNTY under Paragraph 8 of this Permit.
5. The construction and maintenance of this facility shall not interfere with the property and rights of a prior UAO.
6. This permit is a license for permissive use only and the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder, except as provided in executed subordination and Railroad Utility Agreements.
7. Pursuant to Section 337.403(1), Florida Statues, any facilities placed upon, under, over, or along any public road or publicly owned rail corridor that is found by the COUNTY to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the UAO or its agent by the COUNTY, be removed or relocated by such UAO at its own expense. The obligation to remove or relocate such facility pursuant to Section 337.403.1, Florida Statutes shall apply to all successors and assigns for the permitted facility.
8. Whenever such removal or relocation of facilities is required pursuant to Section 337.403(1), Florida Statutes, and the UAO fails to remove or relocate within the time agreed upon, the COUNTY retains the right, pursuant to Sections 337.403(3) and 337.404, Florida Statutes, to cause the facility to be removed, to charge the UAO for that expense, and to proceed with any necessary action to recover the cost of such removal.
9. In the event the relocation of said facilities are scheduled to be done simultaneously with the COUNTY's construction work, the UAO will coordinate with the COUNTY before proceeding and shall cooperate with the COUNTY's contractor to schedule the work so as not to delay the work of the COUNTY's contractor, defend any legal claims of the COUNTY's contractor due to delays caused by the UAO's failure to comply with the approved schedule, and shall comply with all provisions of the law and the FDOT's current UAM.
10. In the event the activities permitted hereunder are not constructed in accordance with the COUNTY's requirements in effect as of the date this permit is approved, the UAO shall reconstruct the facilities in accordance with such requirements or remove such facilities from the R/W at no cost to the COUNTY, except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements. This provision shall not limit the authority of the COUNTY under Paragraph 8 of this Permit.
11. The rights and privileges set forth herein are granted only to the extent of the COUNTY's right, title and interest in the land to be entered upon and used by the UAO, and the UAO will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the COUNTY from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said UAO of the aforesaid rights and privileges.
12. During construction, all safety regulations of the COUNTY shall be observed and the UAO must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the requirements of the FDOT's Design Standards, Indexes 600-670, the Standard Specifications for Road and Bridge Construction, Section 102, as amended by the UAM, and when applicable, Standard Application Package for railways, including flagging services and Railroad Protective Insurance or acceptable alternative. When a UAO deems it necessary to conduct Traffic Control activities and methods significantly different from those addressed in the above references, the UAO must submit an alternative plan signed and sealed by a licensed Florida professional engineer qualified to develop TCP in accordance with the provisions of Chapter 8 of the UAM.
13. At the COUNTY's request, the UAO, at its sole expense, shall promptly remove any out of service facilities. Should the COUNTY agree that the UAO may keep its facilities in place and out of service, the UAO, by execution of this permit acknowledges its present and continuing ownership of its facilities located, as described in Section 'C', within the COUNTY's R/W. Whenever the UAO removes its facilities, it shall be at the UAO's sole cost and expense.

14. In the event unknown contaminated soil is encountered by the UAO within the permitted horizontal or vertical construction limits, the UAO shall immediately cease work and notify the COUNTY. The COUNTY shall coordinate with the appropriate agencies and notify the UAO of any suspension or revocation of the permit until contamination assessment and remediation, as appropriate, has progressed to a state that all environmental regulatory agencies having jurisdiction have approved the site of the contamination for resumption of work. **Any work outside the permitted horizontal or vertical construction limits will be the sole responsibility of the UAO.**

15. For any excavation, construction, maintenance, or support activities performed by or on behalf of the COUNTY, within its R/W, the UAO shall be required by the COUNTY to physically expose or to direct the exposure of underground facilities, provide any necessary support to facilities, and/or cover aerial facilities as deemed reasonably necessary for safety purposes or to determine the actual location of the facilities.

16. Pursuant to Section 337.401(2), Florida Statutes, the permit shall require the permit holder to be responsible for damage resulting from the issuance of the permit. The COUNTY may initiate injunctive proceedings as provided in s.120.69 to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto.

17. Pursuant to Section 337.402, Florida Statutes, when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a facility located on such road or publicly owned rail corridor, the UAO shall, at its own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the owner fails to make such restoration, the authority is authorized to do so and charge the cost thereof against the owner under the provisions of s.337.404.

18. The UAO shall comply with all provisions of Chapter 556, Florida Statutes, Underground Facilities Damage Prevention and Safety Act.

19. **Special COUNTY instructions:**

Note: *It is understood and agreed that commencement by the UAO is acknowledgment and acceptance of the binding nature of all the above listed permit conditions and special instructions.*

20. Receipt of this permit acknowledges responsibility to comply with Section 119.07(3), Florida Statutes regarding Exempt Documents.

21. This document is a printout of a digital form maintained on the Polk County website at www.polk-county.net. All revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".

22. Notwithstanding the foregoing, nothing contained in this permit shall be deemed to impair in any way the rights granted or reserved in any deeds, easements, subordination agreements, railroad utility agreements, or other such instruments.

Authorized Utility Agent:

Dale Tanner 3/11/22

Signature Date

Dale Tanner, P.E.

Printed Name

Engineering Supervisor

Title

Acceptance by County Project Manager:

William G. Lorenzo 4/25/22

Signature Date

William G. Lorenzo, P.E.

Printed Name

Project Manager

Title

From:	Daniels, Darin R
To:	James Greene; Gregory, Gene A; Kiker, Michael C; Holley, Cory D; Alldredge, Jimmy; Nester, Bobby J; Smothers, Scott S; Nester, Bobby J
Cc:	Bryan Anderson
Subject:	RE: S. Wabash Ave. Multi-Use Trail from Ariana St. to N. Hickory St. (LAP) (FPID #441847-1-52-01)
Date:	Wednesday, March 2, 2022 1:44:01 PM
Attachments:	image004.png

James,
Spectrum has no conflicts on this project if Lakeland Electric poles and support system are not being impacted.

Charter
COMMUNICATIONS

Darin R Daniels| Field Engineer IV | Office 863-333-4764
Cell 863-559-6699
1004 US Hwy 92 W, Auburndale, Fl 33823.

From: James Greene <James.Greene@burgessniple.com>
Sent: Wednesday, March 02, 2022 10:23 AM
To: Gregory, Gene A <Gene.Gregory@charter.com>; Kiker, Michael C <Michael.Kiker@charter.com>; Holley, Cory D <Cory.Holley@charter.com>; Daniels, Darin R <Darin.Daniels@charter.com>; Alldredge, Jimmy <Jimmy.Alldredge@charter.com>; Nester, Bobby J <Bobby.Nester@charter.com>; Smothers, Scott S <Scott.Smothers@charter.com>; Nester, Bobby J <Bobby.Nester@charter.com>
Cc: Bryan Anderson <Bryan.Anderson@burgessniple.com>
Subject: [EXTERNAL] RE: S. Wabash Ave. Multi-Use Trail from Ariana St. to N. Hickory St. (LAP) (FPID #441847-1-52-01)

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Good Morning,

I am contacting you concerning the Utility Coordination for the above referenced project in Polk County.

- It was indicated to us during our initial request for RGB's that all of your facilities were aerial and on Lakeland Electric poles within our work area
- We have received a UWS from Lakeland Electric that indicates no poles are to be relocated – all poles to be protected in place
- I have attached their UWS for your review

Please review and submit a Letter of No Conflict by Friday – March 11, 2022 if you agree with this determination.

Thank you for your time with this. Please contact us if you have any questions or concerns.

Respectfully,

James Greene
Designer II

Burgess & Niple, Inc.
Office: 813.962.8689 ext 2256
Tower Place, 1511 N West Shore Blvd., Suite 500
Tampa, FL 33607
burgessniple.com

From: Gregory, Gene A <Gene.Gregory@charter.com>
Sent: Tuesday, October 12, 2021 1:46 PM
To: Kiker, Michael C <Michael.Kiker@charter.com>; Holley, Cory D <Cory.Holley@charter.com>; Daniels, Darin R <Darin.Daniels@charter.com>; Alldredge, Jimmy <Jimmy.Alldredge@charter.com>; Nester, Bobby J <Bobby.Nester@charter.com>; Smothers, Kenneth S <Kenneth.Smothers@charter.com>; Nester, Bobby J <Bobby.Nester@charter.com>
Cc: Bryan Anderson <Bryan.Anderson@burgessniple.com>; James Greene <James.Greene@burgessniple.com>
Subject: RE: S. Wabash Ave. Multi-Use Trail from Ariana St. to N. Hickory St. (LAP) (FPID #441847-1-52-01)

+ Polk Coordinators

From: James Greene <James.Greene@burgessniple.com>
Sent: Tuesday, October 12, 2021 1:33 PM
To: Gregory, Gene A <Gene.Gregory@charter.com>
Cc: Fife, Helen A <Helen.Fife@charter.com>; Bryan Anderson <Bryan.Anderson@burgessniple.com>
Subject: [EXTERNAL] S. Wabash Ave. Multi-Use Trail from Ariana St. to N. Hickory St. (LAP) (FPID #441847-1-52-01)

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Mr. Gregory and Ms. Fife,

Thank you for your response to our preliminary request for RGB's for the above referenced project.

We had sent a 60% design request for review and also requested that a list of dates and times be provided for your availability for a 60% Utility Coordination Meeting to be held in October.
Please reference attached letter and plans sent on 9/22/2021.

The Project Manager is requesting that you provide this information before the end of this week (9-15-2021).

Thank you for your assistance in this matter.

Sincerely,

James Greene
Designer II

Burgess & Niple, Inc.
813.728.6797 (Cell)
10006 N Dale Mabry Hwy Ste 201
Tampa, FL 33618
burgessniple.com

Note:
These electronic documents are provided by Burgess & Niple (B&N) as a convenience to our clients.
It is our professional opinion that this electronic information provides information current as of the date of its release. Any use of this information is at the sole risk and liability of the user. The user is responsible for updating information to reflect any changes in the information following the preparation date of this transmittal.
The delivery of this information in electronic format is for the benefit of the owner for whom the services have been performed. Nothing in the transfer should be construed to provide any right to third parties to rely on the information provided, or that the use of this information implies the review and approval of Burgess & Niple.

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

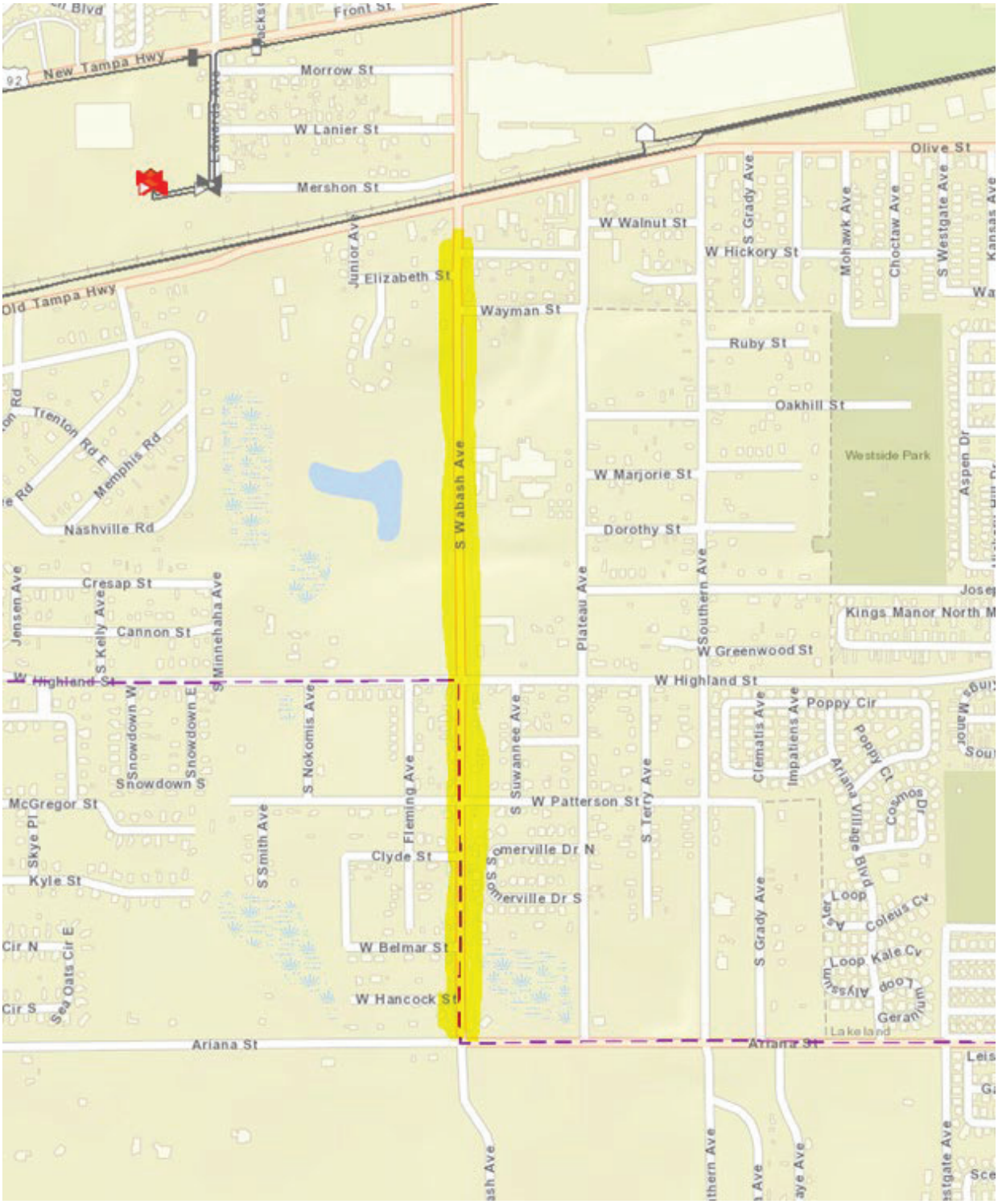
The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

From: Barra, James
To: James Greene
Cc: Andrew Cole
Subject: Re: [E] Utility Coordination for Polk County
Date: Wednesday, October 13, 2021 12:23:24 PM
Attachments: image.png

James,

MCI / Verizon Business has no facilities within the project limits described in your email, see screen capture below.

Would you like me to send a No Involvement Statement or will this email suffice?



Please let me know.

Best Regards,

James Barra

Engineer III, Spec-Ntwk Eng & Ops

MCI Communications Services

7701 E. Telecom Pkwy

Temple Terrace, FL 33637

M 813-928-9881

On Wed, Oct 13, 2021 at 10:18 AM James Greene <James.Greene@burgessniple.com> wrote:

> Good morning Mr. Barra,
>
> Thank you for letting me know that you are the initial contact for Polk County. Besides Hillsborough County, which other counties are you tasked with overseeing?
>
> I have a project in front of me that was previously submitted to "investigations@verizon.com" at preliminary and 60% Design stages but we have not received any responses.
>
> I would like to request your assistance in expediting this submittal package if possible. We sent out the 60% Design request on 9/22/2021 and were asking for RGB's for the project area and a list of dates and times that a representative could attend a Utility Coordination Meeting in October. The Project Manager is asking to get this information by the end of the week.
>
> At a minimum could you please provide the list of dates and times someone would be available for a Coordination Meeting? I think that would be adequate at this time to be able to move forward.
>
> The project is in Lakeland on S. Wabash Ave. from Ariana St. north to Hickory St. and is a LAP project. I have attached the 60% Design request letter and construction plans for your review sir.
>
> I am sorry of the extremely late notice of this and I appreciate any help you can give.
>
> Sincerely,
>
> **James Greene**

Designer II

Burgess & Niple, Inc.

813.728.6797 (Cell)

10006 N Dale Mabry Hwy Ste 201

Tampa, FL 33618

burgessniple.com

From: Barra, James <james.barra1@verizonwireless.com>
Sent: Wednesday, October 13, 2021 9:45 AM
To: James Greene <James.Greene@burgessniple.com>
Subject: Re: [E] Utility Coordination for Polk County

Mr. Greene,

Hope all is well with you,

I would be the initial contact for the Polk County area. We have 2 networks: the legacy and the 1F, I will deal with the 1F and will hand the legacy to another contact and then let you know who that is.

Best Regards,

James Barra

Engineer III, Spec-Ntwk Eng & Ops

MCI Communications Services

7701 E. Telecom Pkwy

Temple Terrace, FL 33637

M 813-928-9881

On Tue, Oct 12, 2021 at 10:09 AM James Greene <James.Greene@burgessniple.com> wrote:

> Good morning Mr. Barra,
>
> Do you also handle the utility location requests for Polk County?

James Greene

Designer II

Burgess & Niple, Inc.

813.728.6797 (Cell)

10006 N Dale Mabry Hwy Ste 201

Tampa, FL 33618

burgessniple.com

Note:
These electronic documents are provided by Burgess & Niple (B&N) as a convenience to our clients.
It is our professional opinion that this electronic information provides information current as of the date of its release. Any use of this information is at the sole risk and liability of the user. The user is responsible for updating information to reflect any changes in the information following the preparation date of this transmittal.
The delivery of this information in electronic format is for the benefit of the owner for whom the services have been performed. Nothing in the transfer should be construed to provide any right to third parties to rely on the information provided, or that the use of this information implies the review and approval of Burgess & Niple.

From: Blackburn, Heather
To: James Greene
Subject: No Conflict: S. Wabash Ave. Multi-Use Trail from Ariana St. to N. Hickory St. (LAP) (FPID #441847-1-52-01)
Date: Wednesday, March 2, 2022 10:55:46 AM

Date: 3/2/2022
Attn: James Greene

Thank you for your project notification. LUMEN has reviewed your utility notice dated 3/2/22 regarding the P-179353 FL | 441847-1-52-01 - S. Wabash Ave. Multi-Use Trail from Ariana St. to N. Hickory St. ("Project"). In response to your inquiry please find the enclosed drawings indicating the approximate location of the LUMEN facilities (the "Facilities").

LUMEN Local/National has leased facilities within your proposed construction zone, but it has been determined that no relocation will be necessary. However, due to the proximity of your project to our leased facilities, a LUMEN representative will be required on-site when construction begins.

Please contact your State One Call prior to construction service (click link for state specific requirements).

Any changes or additions to the project plans or parameters should be submitted to Network Relocations for review of potential new impacts to the LUMEN facilities. **Note**: the location(s) of facilities shown on these drawings you receive from us, are only approximate. LUMEN hereby disclaims any responsibility for the accuracy of this information. Please contact Network Relocations regarding the above mentioned project if you should have any questions. Please reference the file number **P-179353 FL** with any future communications.

Thank you for your cooperation!

Heather Blackburn
Business Analyst - Relocations
Tulsa, OK
heather.blackburn@lumen.com

We have combined!! To better serve everyone, there is now a single email inbox for LUMEN. One team is monitoring both national and local network relocations & road moves. Please add **relocations@lumen.com** to your contacts list for inquiries, updates, and use it for all future notifications.**

From: James Greene <James.Greene@burgessniple.com>
Sent: Wednesday, March 2, 2022 9:50 AM

To: Blackburn, Heather <Heather.Blackburn@lumen.com>
Cc: Bryan Anderson <Bryan.Anderson@burgessniple.com>
Subject: RE: S. Wabash Ave. Multi-Use Trail from Ariana St. to N. Hickory St. (LAP) (FPID #441847-1-52-01)

Good Morning Heather,

I am contacting you concerning the Utility Coordination for the above referenced project in Polk County.

Thank you for your initial review and response.

- It was indicated to us during our initial request for RGB's that your facilities were renting space on the existing poles used by other Communication Companies
- All other Communication Companies indicated their lines were all on Lakeland Electric poles within our work area
- We have received a UWS from Lakeland Electric that indicates no poles are to be relocated – all poles to be protected in place
- I have attached their UWS for your review

Please review and submit a Letter of No Conflict by Friday – March 11, 2022 if you agree with this determination.

Thank you for your time with this. Please contact us if you have any questions or concerns.

Respectfully,
James Greene
Designer II

Burgess & Niple, Inc.
Office: 813.962.8689 ext 2256
Tower Place, 1511 N West Shore Blvd., Suite 500
Tampa, FL 33607
burgessniple.com

From: Blackburn, Heather <Heather.Blackburn@lumen.com>
Sent: Friday, September 24, 2021 2:05 PM
To: James Greene <James.Greene@burgessniple.com>
Subject: No Facilities: S. Wabash Ave. Multi-Use Trail from Ariana St. to N. Hickory St. (LAP) (FPID #441847-1-52-01)

Date: 9/24/2021
Attn: James Greene

Thank you for your project notification. LUMEN has reviewed your utility notice dated 9/22/21 regarding the P-179353 FL | 441847-1-52-01 - S. Wabash Ave. Multi-Use Trail from Ariana St. to N. Hickory St. ("Project"). In response to your inquiry please find the enclosed drawings indicating the approximate location of the LUMEN facilities (the "Facilities").

LUMEN Local/National does not have facilities within your proposed construction area.

LUMEN Local/National has facilities within your proposed construction area. Please find the enclosed drawings indicating the location of the LUMEN facilities. Once you have completed your review, please respond back if LUMEN facilities appear to be in conflict. A LUMEN engineer will be assigned when engineering plans are ready for review.

LUMEN Local/National facilities are under review by our LUMEN Field Engineer. Currently, the estimated completion date of review is [FCD].

LUMEN Local/National is leasing facilities within your proposed construction Zone, which may have potential conflicts. Please verify that you have contacted all communications providers listed on your One Call Ticket.

LUMEN Local/National - The information provided in your initial request is insufficient to determine if the location of your proposed construction will conflict with LUMEN facilities. Please provide additional detailed location maps, drawings (PDF preferred), and description for further conflict review.

LUMEN Local/National has facilities within your proposed construction zone, but it has been determined that no relocation will be necessary. However, due to the proximity of your project to our facilities, a LUMEN representative will be required on-site when construction begins.

Please contact your State One Call prior to construction service (click link for state specific requirements).

Any changes or additions to the project plans or parameters should be submitted to Network Relocations for review of potential new impacts to the LUMEN facilities. **Note**: the location(s) of facilities shown on these drawings you receive from us, are only approximate. LUMEN hereby disclaims any responsibility for the accuracy of this information. Please contact Network Relocations regarding the above mentioned project if you should have any questions. Please reference the file number **P-179353 FL** with any future communications.

Thank you for your cooperation!

Heather Blackburn
Business Analyst - Relocations
Tulsa, OK
heather.blackburn@lumen.com

We have combined!! To better serve everyone, there is now a single email inbox for LUMEN. One team is monitoring both national and local network relocations & road moves. Please add **relocations@lumen.com to your contacts list for inquiries, updates, and use it for all future notifications.**

From: James Greene <James.Greene@burgessniple.com>
Sent: Wednesday, September 22, 2021 10:58 AM
To: relocations <relocations@centurylink.com>
Cc: Bryan Anderson <Bryan.Anderson@burgessniple.com>
Subject: S. Wabash Ave. Multi-Use Trail from Ariana St. to N. Hickory St. (LAP) (FPID #441847-1-52-01)

Mr. Butler,

Please review and distribute the attached letter and 60% Construction Plans as necessary. Let us know if you have any questions.

Sincerely,

James Greene
Designer II

Burgess & Niple, Inc.
813.728.6797 (Cell)
10006 N Dale Mabry Hwy Ste 201
Tampa, FL 33618
burgessniple.com

Note:
These electronic documents are provided by Burgess & Niple (B&N) as a convenience to our clients.
It is our professional opinion that this electronic information provides information current as of the date of its release. Any use of this information is at the sole risk and liability of the user. The user is responsible for updating information to reflect any changes in the information following the preparation date of this transmittal.
The delivery of this information in electronic format is for the benefit of the owner for whom the services have been performed. Nothing in the transfer should be construed to provide any right to third parties to rely on the information provided, or that the use of this information implies the review and approval of Burgess & Niple.

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

This communication is the property of Lumen Technologies and may contain confidential or

privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

From:	PipelineInquiries
To:	James Greene
Subject:	RE: S. Wabash Ave. Multi-Use Trail from Ariana St. to N. Hickory St. (LAP) (FPID #441847-1-52-01)
Date:	Tuesday, October 12, 2021 1:56:30 PM
Attachments:	11 x 17 S Wabash Ave.pdf Kinder_Morgan_60%_Utility_Request.pdf Wabash_441847-1_60%_Construction_Plans.pdf

---

No Conflict

Based upon the information provided, Kinder Morgan appears to have no facilities within the specified project area and therefore has no conflict with the proposed project. If you have any additional questions, comments, or there are any changes to your proposed project area please send updates to pipelineinquiries@kindermorgan.com.
Mario Perez

From: James Greene <James.Greene@burgessniple.com>
Sent: Thursday, October 7, 2021 12:23 PM
To: PipelineInquiries <PipelineInquiries@kindermorgan.com>
Subject: S. Wabash Ave. Multi-Use Trail from Ariana St. to N. Hickory St. (LAP) (FPID #441847-1-52-01)

[This email message was received from the Internet and came from outside of Kinder Morgan.]

WARNING: EXTERNAL EMAIL: PROCEED WITH CAUTION.

Do not respond, click on links or open attachments unless you recognize the sender or know the content is safe.

To Whom it may Concern,

Please review and distribute the attached letter and 60% Construction Plans as necessary. Let us know if you have any questions.

Sincerely,

James Greene
Designer II

Burgess & Niple, Inc.
813.728.6797 (Cell)
10006 N Dale Mabry Hwy Ste 201
Tampa, FL 33618
burgessniple.com

Note:
These electronic documents are provided by Burgess & Niple (B&N) as a convenience to our clients.
It is our professional opinion that this electronic information provides information current as of the date of its release. Any use of this information is at the sole risk and liability of the user. The user is responsible for updating information to reflect any changes in the information following the preparation date of this transmittal.
The delivery of this information in electronic format is for the benefit of the owner for whom the services have been performed. Nothing in the transfer should be construed to provide any right to third parties to rely on the information provided, or that the use of this information implies the review and approval of Burgess & Niple.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DBE BID PACKAGE INFORMATION

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

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

(Compliance with 2 CFR Parts 180 and 1200)

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

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

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

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

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

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

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

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

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

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

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

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

Project Description(s):_____

Financial Project Number(s):_____

In accordance with State law:

Section 287.133(2)(b), Florida Statutes, provides that public entities may not contract with firms that have been excluded from participating in the public contracting process.

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017. F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Convicted Vendor List/ Suspended Vendor List / Discriminatory Vendor List / Federal Excluded Parties List/ Vendor Complaint Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

Section 287.135, F.S. 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 the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, if 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 Lists which are created pursuant to s. 215.473, F.S.

Vendor Eligibility Check Prior to Contract Award

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

_____

Printed Name

_____

Signature

Date: _____

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF __ __ __ __ __ __ __ __ __ __ __ __ __ __

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

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

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day

of _____, 20 _____

By: _____

_____
Title

STATUS OF CONTRACTS ON HAND

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

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS

SELECTION COMMITTEE

PUBLIC OFFICERS / EMPLOYEES

TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS

CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER

CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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

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

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

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

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

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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

Technical Review Committee Members:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Technical Review Committee Members:
(Continued)

Printed Names	Signatures	Date

DOT Technical Advisors:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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

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

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

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

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

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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

(continued on next page)

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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

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

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

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

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

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Letting Date: _____

Contract Number(s): _____

Technical Review/Awards Committee Members:

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

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE
LOW BID PROJECTS
Additional Page

Contract Number(s): _____

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

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

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

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

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

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

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

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

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

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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

Printed Names	Signatures	Date

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

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

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

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

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

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

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

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

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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

Printed Names	Signatures	Date

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

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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

Printed Names	Signatures	Date

FPN: _____	FPN: _____	FPN: _____
Federal No (FAIN): _____	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: _____	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____

County No:_____ Contract No: _____
Recipient Vendor No: _____ Recipient DUNS No: _____
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and _____ ("Recipient").

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in _____, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the 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.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before _____. 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 cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ _____. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $_____ and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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

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

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

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

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

5. Requisitions and Payments

a. The 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"**.

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

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

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. 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 **Exhibit "F",** Contract Payment Requirements.

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

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes 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 "H"**, 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.

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

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the 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 an 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 Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. 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.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the 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.

k. 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.

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

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

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

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

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

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

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

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

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

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

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the 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.

7. 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. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately

supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the 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 federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the 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, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. 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 expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

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

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

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

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida 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.

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

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

c. The 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, the CFO, or State of Florida 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, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may 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.

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 the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then 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. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

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

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project 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, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

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

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

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

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

12. Compliance with Conditions and Laws:

The 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. Execution of this Agreement

constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

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

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

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

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

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

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

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

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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

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

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

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

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The 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 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, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. 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 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 "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

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

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

c. In no event shall the making by the Department of any payment to the 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.

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

e. By execution of the Agreement, the 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.

f. 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.

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

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

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

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

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

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

m. 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 Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-

Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. 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.

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

p. 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.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

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

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

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

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

RECIPIENT

By: _____

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:
Title:

Legal Review:

_____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: _____

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

_____(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:

PROJECT DESCRIPTION:

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

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

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

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:

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 0.00	$ 0.00	$ 0.00	$ 0.00

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.

_____
District Grant Manager Name

_____
Signature Date

Exhibit "C"
TITLE VI ASSURANCES

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

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

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

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

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

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

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

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

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

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

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

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

EXHIBIT "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 http://www.myfloridacfo.com/aadir/reference_guide/.

EXHIBIT "G"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated July 5, 2022 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

EXHIBIT "H"

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If 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:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called "Project Standards." Specifically, the Recipient agrees to:

   a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

   b) Properly mulch plant beds;

   c) Keep the premises free of weeds;

   d) Mow and/or cut the grass to the proper length;

   e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

   f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

   The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

EXHIBIT "M"
ROADWAY LIGHTING MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

EXHIBIT "N"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.

5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.

6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.

7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____, hereby declare that I am
(NAME)

_____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

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

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

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

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

CERTIFICATION FOR CONSTRUCTION

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____
LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

☐ Right of way was not acquired for this project.

☐ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

☐ No persons or businesses were required to move or move personal property from the project right of way.

☐ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

☐ No structures or improvements, including encroachments, required removal from the project right of way.

☐ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

☐ No structures or improvements requiring asbestos abatement were located on the project right of way.

☐ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Certified by: _____
Title: Date:

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION(S)

R/W ITEM/SEGMENT NO.:		MANAGING DISTRICT:	
CONSTRUCTION ITEM/SEGMENT NO.:		STATE ROAD:	
F.A.P. NO. (Construction):		DESCRIPTION:	
COUNTY:			
LETTING DATE:			

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

☐ Right of way was not acquired for this project.

☐ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

☐ No persons or businesses were required to move or move personal property from the project right of way.

☐ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

☐ No structures or improvements, including encroachments, required removal from the project right of way.

☐ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

☐ No structures or improvements requiring asbestos abatement were located on the project right of way.

☐ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION(S)

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

LAP CERTIFICATION

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____
LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

☐ Right of way was not acquired for this project.

☐ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

☐ No persons or businesses were required to move or move personal property from the project right of way.

☐ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

☐ No structures or improvements, including encroachments, required removal from the project right of way.

☐ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

☐ No structures or improvements requiring asbestos abatement were located on the project right of way.

☐ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____
Title: Date:

Certified by FDOT: _____
Title: Date:

LAP CERTIFICATION WITH EXCEPTION(S)

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____
LETTING DATE: _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

☐ Right of way was not acquired for this project.

☐ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

☐ No persons or businesses were required to move or move personal property from the project right of way.

☐ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

☐ No structures or improvements, including encroachments, required removal from the project right of way.

☐ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

☐ No structures or improvements requiring asbestos abatement were located on the project right of way.

☐ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____
Title: Date:

LAP CERTIFICATION WITH EXCEPTION(S)

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by FDOT: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

INITIAL DESIGN BUILD CERTIFICATION

R/W ITEM/SEGMENT NO.:		MANAGING DISTRICT:	
CONSTRUCTION ITEM/SEGMENT NO.:		STATE ROAD:	
F.A.P. NO. (Construction):		DESCRIPTION:	
COUNTY:			
LETTING DATE:			

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Certified by: _____

Title: Date:

LAP INITIAL DESIGN BUILD CERTIFICATION

R/W ITEM/SEGMENT NO.:		MANAGING DISTRICT:	
CONSTRUCTION ITEM/SEGMENT NO.:		STATE ROAD:	
F.A.P. NO. (Construction):		DESCRIPTION:	
COUNTY:			
LETTING DATE:			

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Submitted by Local Agency: _____

Title: Date:

Certified by FDOT: _____

Title: Date:

PROPRIETARY PRODUCT CERTIFICATION

To:_____ Date:_____
Design Engineer

Financial Project ID:_____ New Const. ☐ RRR ☐
Federal Aid Number:_____
Project Name:_____
State Road Number:_____ Co. / Sec. / Sub.:_____
Begin Project MP:_____ End Project MP:_____
Full Federal Oversight: No ☐ Yes ☐ Note: If Yes, submit to FHWA Director.

A justification and all supporting documents must be attached to this document.
Mark the appropriate certification:

*"I,*_____*,*_____*, of the* _____*,*
Print Name of Initiator *Position Title* *Name of Agency*

do hereby certify that in accordance with the requirements of 23 CFR 635.411(a)(2),
Mark appropriately (choose only one option):

☐ *that this patented or proprietary item is essential for synchronization with existing highway facilities.*
☐ *that no equally suitable alternative exists for this patented or proprietary item."*

_____, _____
Signature *Date*

For Department Use Only

*"I,*_____*,* _____*,*
Print Name *Position Title*

of the Florida Department of Transportation, do hereby approve this certification request made in accordance with the requirements of 23 CFR 635.411(a)(2),
Mark appropriately (choose only one option):

☐ *that this patented or proprietary item is essential for synchronization with existing highway facilities.*
☐ *that no equally suitable alternative exists for this patented or proprietary item."*
Identify any conditions and limitations:

_____, _____
Signature *Date*

Revised 01/2015

APPENDICES A and E

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

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

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

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

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

June 8, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #1
BID# 23-377

WABASH AVENUE MULTI-USE TRAIL CONSTRUCTION

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: revised bid sheet, questions, and answers received.

To obtain a copy of the Addendum 1 Revised Bid Sheet and Grant Agreement please go the following FTP site: ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 23-377, Wabash Avenue Multi-Use Trail Construction.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net**.**

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BID 23-377
WABASH AVENUE MULTI-USE TRAIL CONSTRUCTION
ADDENDUM #1

Question 1: Is a full road closure and option for this project?

Answer: No.

Question 2: What is the estimated start date for construction?

Answer: Construction is anticipated to start in September 2023.

Question 3: How will the additional cost work for any contaminates be handled?

Answer: Any additional work not already in the plans will be done through a change order.

Question 4: Can you please clarify the type of SP on Traffic B on the bid sheet?

Answer: Please see Addendum 1 Revised Bid Sheet.

Question 5: Will the awarded contractor have to upload documents to the FDOT program directly or will the County upload them?

Answer: Yes.

Question 6: Who will be doing the onsite construction inspection?

Answer: AIM Engineering.

Question 7: When was the initial estimate done for this construction?

Answer: April 2022.

Bid 23-377 Addendum 1 Revised Bid Sheet

ROADWAY					
PAY ITEM NO.	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL**
101-1	MOBILIZATION	1	LS		$ -
102-1	MAINTENANCE OF TRAFFIC	1	LS		$ -
102-60	WORK ZONE SIGN	5040	ED		$ -
102-74-1	CHANNELIZING DEVICE-TYPES I, II, DI, VP, DRUM, LC	25956	ED		$ -
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	532	ED		$ -
104-10-3	SEDIMENT BARRIER	2799	LF		$ -
104-11	FLOATING TURBIDITY BARRIER	55	LF		$ -
104-18	INLET PROTECTION SYSTEM	45	EA		$ -
110-1-1	CLEARING AND GRUBBING	1	LS		$ -
110-4-1	REMOVAL OF EXISTING CONCRETE PAVEMENT	572.4	SY		$ -
120-1	REGULAR EXCAVATION	1176	CY		$ -
120-6	EMBANKMENT	2026	CY		$ -
121-70	FLOWABLE FILL	0.2	CY		$ -
160-4	TYPE B STABILIZATION	1644	SY		$ -
285-701	OPTIONAL BASE GROUP 01	3760	SY		$ -
285-714	OPTIONAL BASE GROUP 14	824	SY		$ -
327-70-4	MILLING EXIST ASPHALT PAVT, 3" AVG DEPTH	2215	SY		$ -
327-70-6	MILLING EXIST ASPHALT PAVT, 1 1/2" AVG DEPTH	896	SY		$ -
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	229.60	TN		$ -
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	28.80	TN		$ -
334-1-52	SUPERPAVE ASPHALTIC CONC, TRAFFIC B, PG 76-22	501.50	TN		$ -
337-7-83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22	73.90	TN		$ -
400-0-11	CONCRETE CLASS NS, GRAVITY WALL	3.8	CY		$ -
425-1-351	INLETS, CURB, TYPE P-5, <10	2	EA		$ -
425-1-451	INLETS, CURB, TYPE J-5, <10	1	EA		$ -
425-1-461	INLETS, CURB, TYPE J-6, <10	6	EA		$ -
425-1-531	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'	5	EA		$ -
425-1-541	INLETS, DT BOT, TYPE D, <10'	12	EA		$ -
425-1-713	INLETS, GUTTER, TYPE V, J BOT, <10'	1	EA		$ -
425-1-910	INLETS, CLOSED FLUME	8	EA		$ -
425-2-41	MANHOLES, P-7, <10'	1	EA		$ -
425-2-61	MANHOLES, P-8, <10'	2	EA		$ -
425-2-71	MANHOLES, J-7, <10'	4	EA		$ -
425-2-91	MANHOLES, J-8, <10'	1	EA		$ -

430-536-100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	1	EA		$ -
430-94-1	DESILTING PIPE, 0 - 24"	66	LF		$ -
430-175-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	32	LF		$ -
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	922	LF		$ -
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	198	LF		$ -
430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"S/CD	188	LF		$ -
430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"S/CD	6	LF		$ -
430-175-142	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42"S/CD	132	LF		$ -
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18"S/CD	513	LF		$ -
430-175-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 24"S/CD	556	LF		$ -
430-175-236	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 36"S/CD	3	LF		$ -
430-175-242	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELIP/ARCH, 42"S/CD	669	LF		$ -
515-1-1	PIPE HANDRAIL - GUIDERAIL, STEEL	96	LF		$ -
520-1-7	CONCRETE CURB AND GUTTER, TYPE E	162	LF		$ -
520-1-10	CONCRETE CURB & GUTTER, TYPE F	2296	LF		$ -
520-3	VALLEY GUTTER- CONCRETE	525	LF		$ -
520-5-46	TRAFFIC SEPARATOR, CONCRETE, TYPE IV, 8.5' WIDE	96	LF		$ -
520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL-VARIABLE WIDTH	232	SY		$ -
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	1134	SY		$ -
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	450	SY		$ -
522-3	BUS BOARDING PAD - CONCRETE	50	SY		$ -
524-1-1	CONCRETE DITCH PAVT, NON REINFORCED, 3"	57	SY		$ -
527-2	DETECTABLE WARNINGS	697	SF		$ -
570-1-2	PERFORMANCE TURF, SOD	5667	SY		$ -
				SUBTOTAL ROADWAY	$ -

SIGNALIZATION					
PAY ITEM NO.	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL**
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	199	LF		$ -
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	175	LF		$ -
632-7-1	SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, F&I	1	PI		$ -
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	13	EA		$ -
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	8	EA		$ -
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	4	EA		$ -
653-1-11	PEDESTRIAN SIGNAL, F&I LED COUNTDOWN, 1 WAY	8	AS		$ -
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	6	AS		$ -
665-1-12	PEDESTRIAN DETECTOR, F&I, ACCESSIBLE	8	EA		$ -
				SUBTOTAL SIGNALIZATION	$ -

SIGNING AND PAVEMENT MARKING

PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	8	AS		$ -
700-1-50	SINGLE POST SIGN, RELOCATE	10	AS		$ -
700-1-60	SINGLE POST SIGN, REMOVE	6	AS		$ -
700-11-232	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL GROUND MOUNT- SOLAR POWER, SPEED FEEDBACK, 12-20 SF	2	AS		$ -
700-12-21	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON	2	AS		$ -
706-1-3	RAISED PAVEMENT MARKER, TYPE B, WHITE/RED	12	EA		$ -
	RAISED PAVEMENT MARKER, TYPE B, MONO-DIRECTIONAL/YELLOW	20	EA		$ -
	RAISED PAVEMENT MARKER, TYPE B, YELLOW/YELLOW	134	EA		$ -
710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	12	SF		$ -
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	1	LS		$ -
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	1106	LF		$ -
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	4	LF		$ -
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	127	LF		$ -
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.013	GM		$ -
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	2	EA		$ -
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	4	EA		$ -
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	248	LF		$ -
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.016	GM		$ -
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	738	LF		$ -
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.721	GM		$ -
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.527	GM		$ -
				SUBTOTAL SIGNING AND PAVEMENT MARKING	$ -

CONTINGENCY FUNDS		
	DRAINAGE	$ 25,000.00
	PAVEMENT	$ 25,000.00
	EARTHWORK	$ 25,000.00
	CONCRETE	$ 25,000.00
	PROJECT GRAND TOTAL (Basis of Award)	$ 100,000.00

Company Name

June 21, 2023

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #2
BID# 23-377

WABASH AVENUE MULTI-USE TRAIL CONSTRUCTION

This addendum is issued to clarify, add to, revise and/or delete items of the Contract Documents for this work. This Addendum is a part of the Contract Documents and acknowledgment of its receipt shall be noted below and on the Bid Submittal Form.

Contained within this addendum: Questions, and answers received and bid date extension.

The bid receiving date has been extended to Wednesday, June 28, 2023, prior to 2:00 p.m.

Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BID 23-377
WABASH AVENUE MULTI-USE TRAIL CONSTRUCTION
ADDENDUM #2

Question 1: Plan Sheet 13 indicates on Note 10: COORDINATE THE CONSTRUCTION ACTIVITIES SCHEDULE WITH POLK COUNTY'S PROJECT ENGINEER(PE) AND ENVIRONMENTAL ASSESSMENT & REMEDIATION (ENVIRONMENTAL) CONTRACTOR. Who will be the Environmental Contractor?

Answer: There is no Environmental Assessment & Remediation Contractor. Those notes were included in the plans due to the proximity of documented contamination sites along the project. We are assuming that not contaminate media (contaminated soils or contaminated groundwater) will be found during construction. If contaminated media is found during construction), then a change order will be negotiated with the Contractor to hire an Environmental Assessment & Remediation Contractor for the project.

Question 2: Will the bid remain due on June 21, 2023?

Answer: No. The bid is extended to Wednesday, June 28, 2023, prior to 2:00 p.m.