

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
July 1, 2025 - 5:30 PM**

NOTICE TO THE PUBLIC

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes).

Accommodation for the disabled (hearing or visually impaired, etc.) may be arranged with advance notice of seven (7) days before the scheduled meeting, by dialing (352) 726-2611 weekdays from 8 AM to 4 PM.

ENCLOSURES*

- 1) INVOCATION, PLEDGE OF ALLEGIANCE & ROLL CALL**
- 2) PLEASE SILENCE ELECTRONIC DEVICES**
- 3) ACCEPTANCE OF AGENDA**
- 4) PRE-SCHEDULED APPEARANCES / RECOGNITIONS**
 - a) FLC Years of Service Recognition - Mayor Plaisted
- 5) PUBLIC HEARINGS / WORKSHOPS**
- 6) OPEN TO THE PUBLIC**

*The public is invited to speak. (Speaking time limit: Individual - 3 minutes;
Group/Organization - 5 minutes)*
- 7) CITY ATTORNEY REPORT**
- 8) CONSENT AGENDA**
 - a) Bill Listing
 - b) Council Minutes* - 06.17.2025
- 9) CITY CLERK'S REPORT**
- 10) CITY MANAGER'S REPORT**

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
July 1, 2025 - 5:30 PM**

- a) South Highlands Septic to Sewer Project - DEP Grant Agreement Amendment
- b) South Highlands Septic to Sewer Professional Services
- c) Whispering Pines Park New Entrance Construction Bid Award
- d) FY2025-26 Florida Firefighter Assistance Grant Program
- e) Ordinance 2025-849 - Utility Liens - First Reading
- f) Projects and Programs Update
 - July 3 Patriotic Evening
 - Other

11) MAYOR & COUNCIL SUBJECTS / REPORTS

- a) Mayor Plaisted
- b) Councilwoman Bega
- c) Councilwoman Hepfer
- d) Councilwoman Lizanich
- e) Councilman Davis
- f) Councilman Craig

12) NON-SCHEDULED PUBLIC COMMENT

(Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)

13) ADJOURNMENT

- a) **DATES TO REMEMBER**

Patriotic Evening

Thursday, July 3, 2025 from 5:00pm - 9:30pm
Liberty Park

Market at the Depot

Saturday, July 5, 2025 from 9:00am - 1:00pm
Depot Pavilion

Inverness City Council Regular Meeting

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
July 1, 2025 - 5:30 PM**

Tuesday, July 15, 2025 at 5:30pm
IGC - Council Chambers

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/25
		TOTALS FOR ACE HARDWARE CO OF INV INC				103.96
		TOTALS FOR AQUA TRIANGLE 1 CORP				781.15
		TOTALS FOR TIME WARNER CABLE				564.98
		TOTALS FOR CENTRAL AUTO AND TRUCK PARTS, INC.				103.62
		TOTALS FOR EMBARQ FLORIDA, INC				81.87
		TOTALS FOR CHESAPEAKE UTILITIES CORPORATION AND SUB				80.99
		TOTALS FOR CITRUS COUNTY BOARD OF COMMISSIONER				109,171.58
		TOTALS FOR CITRUS EQUIPMENT REPAIR				433.33
		TOTALS FOR COOL ICE DISTRIBUTING LLC				1,400.00
		TOTALS FOR CORE & MAIN LP				29,278.90
		TOTALS FOR DEPARTMENT OF BUSINESS AND PROFESSIONAL				75.00
		TOTALS FOR DUKE ENERGY				26,959.00
		TOTALS FOR EVEREADY FIRE & SEC EQUIP INC				525.00
		TOTALS FOR FLORIDA COAST EQUIPMENT, LLC.				2,534.54
		TOTALS FOR FRANK A. FRAUNFELTER				416.00
		TOTALS FOR GFL SOLID WASTE SOUTHEAST LLC				72,813.26
		TOTALS FOR GOLDEN X PLUMBING SUPPLY INC				97.50
		TOTALS FOR GORMAN COMPANY				42.50
		TOTALS FOR HAYES, KURT A.				490.00
		TOTALS FOR JACKSON, SUSAN				44.80
		TOTALS FOR JACOBS, MICHELLE A.				40.96
		TOTALS FOR KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LL				465.47
		TOTALS FOR LOWES				-131.56
		TOTALS FOR NATIONAL TICKET CO				1,395.00
		TOTALS FOR NORTH AMERICA FIRE EQUIPMENT COMPANY				104.00
		TOTALS FOR OFFICE DEPOT INC				248.16
		TOTALS FOR NATIONAL WASTE				174.40

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/25
		TOTALS FOR SHERWIN WILLIAMS	CO			52.45
		TOTALS FOR SEAN M GERRITS	INC			750.00
		TOTALS FOR SUMTER ELECTRIC	COOPERATIVE INC			14,888.40
		TOTALS FOR SWANK MOTION PICTURES,	INC			240.00
		TOTALS FOR TEN-8 FIRE EQUIPMENT,	INC.			246.00
		TOTALS FOR ULINE,	INC.			194.55
		TOTALS FOR UNIFIRST CORPORATION				61.39
		TOTALS FOR VANASSE HANGEN BRUSTLIN,	INC			758.40
		TOTALS FOR W.W. GRAINGER,	INC.			234.58
		TOTALS FOR WESCO TURF	INC			369.39
		TOTALS FOR WHETSTONE OIL COMPANY,	INC			3,645.49
		TOTALS FOR X-STREAM-CLEAN	LLC			1,400.00
			REPORT TOTALS			271,135.06

** END OF REPORT - Generated by Stacey Iddings **

June 17, 2025
5:30 PM

The City Council of the City of Inverness met on the above date in Regular Session at 212 W. Main Street, with the following members present:

President Davis
Vice President Lizanich
Councilwoman Bega
Councilwoman Hepfer
Councilman Craig
Mayor Plaisted

Also present were City Manager Williams, City Attorney Hartley, Staff Members, and City Clerk Jackson.

The Invocation was given by Council President Davis and the Pledge of Allegiance was led by the City Council.

ACCEPTANCE OF AGENDA

Councilwoman Bega motioned to accept the Agenda with item 10)c) tabled to future meeting. Seconded by Councilwoman Lizanich. The motion carried.

PRE-SCHEDULED APPEARANCES

4)a) Citrus County Sheriff's Office Quarterly Report with Lt. Fischer providing details of the 1st quarter report regarding tracked crimes, calls for service, arrests, traffic accidents, etc. with the numbers being slightly higher. Community Resource Officer Deputy Ruby provided details from the Community Resource Office regarding many community events. All agreed this was a great report.

PUBLIC HEARINGS / WORKSHOP

None

OPEN PUBLIC MEETING

Karen Esty spoke of media attention she had received from the University of Florida regarding the proposed Independence Highway sidewalk. Noted and interview and newsletter article. She is setting up another meeting with Congressman Bilirakis' office for further discussion.

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes* – 06/03/2025
 - Recommendation - Approval

Councilwoman Lizanich motioned to accept the Consent Agenda. Seconded by Councilwoman Hepfer. The motion carried.

CITY CLERK'S REPORT

None

CITY MANAGER'S REPORT

10)a) Architectural and Aesthetic Review Committee Appointment – Alicia Schafer* with City Manager Williams stating the staff received an application for a committee member position from Alicia Schafer. She has been a resident of Citrus County for 10 years and business owner of Fit Full Force Fitness Studio at 118 N. Pine Avenue since 2018. Her professional background includes 19+ years of experience in home remodeling and repair with Derek Schafer's Maintenance Services in Orange County. This hands-on experience would provide the Committee an insight as to the level of effort required by homeowners and contractors to successfully complete preservation and restoration projects. **Councilwoman Hepfer motioned to approve the appointment of Alicia Schafer to the Architectural and aesthetic Review Committee for 4-year term starting June 20, 2025. Seconded by Councilwoman Bega. The motion carried.**

10)b) Architectural and Aesthetic Review Committee Appointment – Deborah J. Davis* with City Manager Williams stating the City received an application from Debbie Davis, who has been a resident of the City for 9 years. In 1978, she started working for the City and held various positions until appointed as City Clerk in 2003 and retiring from that position in 2016. Her work history included several projects that dealt with architectural and historical resources including the installation of plaques for historic buildings, blending the appearance of the new government center with other historical buildings in the downtown and restoration of the Valerie Theater. **Councilwoman Bega motioned to approve the appointment of Deborah J. Davis to the Architectural and aesthetic Review Committee for 4-year term starting June 20, 2025. Seconded by Councilwoman Lizanich. The motion carried.**

10)c) Ordinance 2024-849 City Utility Liens – ^{Tabled} to a Future Meeting

10)d) Ella Avenue/Turner Camp Road Right of Way Drainage and Protection Project* with City Manager Williams stating there have been issues with illegal parking and waiting within the right of way (ROW) for Ella Ave/Turner Camp Rd for several years associated with Inverness Middle School traffic. Staff has worked with the school system to bring awareness and resolution to include needed accommodations upon the school's property to address the issue. The City had the area evaluated by a professional engineer for the needed improvements and repairs and it was recommended to reclaim the drainage swales within the ROW and install a low-speed guardrail system. The guardrail system will serve multiple functions and will extend some 1300 feet to prevent vehicles from leaving the roadway and damaging the drainage swales, providing a safety barrier for pedestrians on the sidewalk, and will eliminate the unauthorized parking that has been occurring. Wood rail fencing will be added to a portion of the Railroad St ROW to deter similar issue. There is an estimated cost of \$40,000. Noted after negotiations the cost should be approx. \$28,000 - \$29,000. The project would be completed prior to the start of the upcoming school year. Mayor Plaisted stated someone had contacted him regarding the changes to this area. He questioned what material would the guardrail posts be. Councilwoman Hepfer agreed it is for the safety of the students as she has witnessed the traffic. Councilwoman Bega confirmed with City Manager Williams it would be a solid

guardrail. Councilwoman Lizanich had confirmed with City Manager Williams that damaged portions of the sidewalk will be improved on the South side of Turner Camp Road. President Davis spoke of the many years and many meetings with the School Board on the subject, noting both entities are being proactive. **Councilwoman Lizanich motioned to approve the project as presented and authorize the City Manager to proceed. Seconded by Councilwoman Hepfer. The motion carried.**

10)e) Waste Water Generator Replacement/Repair* with City Manager Williams stating the Wastewater Treatment Plant was opened in 2010 and designed to operate 24 hours a day/7 days per week and provided a brief history. To maintain compliance, it was required to have full back up power generation in the event of a loss of power. A new standby generator was installed in 2009 as part of the construction. During a routine inspection, a catastrophic failure in the coolant system was discovered that requires immediate repair and replacement of certain components. It was determined that the coolant system would need to be disassembled and shipped to an offsite facility for refurbishment. The refurbishment includes a one-year warranty. Public Works Department received two estimates from companies that are qualified to make the necessary repairs, and quotes for a generator rental for the interim period while repairs are made. The estimated time for repair is 90 days. The bid from Ring Power for both the repair and the generator rental are \$95,023.25 and \$95,173.08 respectively. Councilwoman Hepfer confirmed with City Manager Williams the expectation of approx. 4-5 years of additional use after the repairs. Councilwoman Bega had concerns the repair estimate details were not self-explanatory with City Manager Williams noting these will be custom repairs. **Councilwoman Hepfer motioned to approve Ring Power's quotes for the necessary cooling system repairs and generator rental at \$95,023.25 and \$95,173.08 and authorize the City Manager to proceed as presented. Seconded by Councilwoman Bega. The motion carried.**

10)f) Project/Program Updates (Verbal)

- Budget Development is progressing as it does every year. The tentative millage presentation is coming, with the rate proposed as remaining the same. Noted costs of some services in other areas are rising.
- Patriotic Evening is coming soon and will be a great evening, with a good time for all. Pre-planning ensures safety and security. Spoke of major partnerships with various agencies for this event.
- Other with City Manager referencing the protest event this past weekend, ribbon cuttings at the Chamber of Commerce Inverness Office and Lowman Law Firm. Spoke of working with SWFWMD regarding the dock permit, and the slow progress. Suggested a visit to their office. The T-dock at Wallace Brooks Park is finished and it is stunning. There are many things coming such as the Whispering Pines Park Entrance on 41N and road resurfacing bid awards.

COUNCIL/MAYOR SUBJECTS

Mayor Plaisted spoke of last Saturday's event along Main Street, Small Town Saturday Night, the bank on Dampier Street and Ella Avenue having trash thrown all over it and the new tall lights at the intersections being lit 24/7. Asked for status of the shade structures at the Liberty Park playground. City Manager Williams explained it is moving along, though we are waiting

on replacements of the sails as one was the wrong size, and others were not the chosen color. As for the trash issue, it is FDOT property, and everyone must remember the project is not complete.

Councilwoman Bega stated Small Town Saturday Night was hot but fun with an estimated 5,000 people attending. Spoke of a discussion of an art exhibit with Sandy Levin at Twysted Vyne Wine Bar and suggested an art walk, similar to a pub crawl.

Councilwoman Lizanich commented on the protest this past Saturday and will have a CCCCCF report at the next meeting.

Councilman Craig agreed Small Town Saturday Night was excellent and spoke of the Withlacoochee State Trail annual ride on October 5.

Council President Davis thanked Councilman Craig for the many posts on social media regarding the City events, etc.

CITIZENS NOT ON AGENDA

Debbie Wheatley stated concerns regarding the trails in Whispering Pines Park. She has encountered bicycles on the jogging trail, etc. It is a safety concern. Noted this was a great meeting for a Small Town Done Right. City Manager Williams spoke of the similar trail issues being handled by the State all over Florida.

Meeting adjourned at 6:36 p.m.

City Clerk

Council President

Agenda Memorandum - *City of Inverness*

July 1, 2025

TO: Elected Officials

FROM: Frank Calascione, Assistant City Manager

SUBJECT: South Highlands Septic to Sewer Project - DEP Grant Agreement Amendment

CC: Susan Jackson, City Clerk, Rob Pell, Assistant Public Works Director, Alexis Koter, Finance Director

Enclosures: 1. WG068 - Amendment 1 - Final

The South Highlands Septic to Sewer Project is currently in the design phase. When the predicted construction cost and the cost to borrow funds to complete the project as originally proposed were considered, estimates of the assessments required to connect residents were cost-prohibitive. As such, a modification of the grant terms was desired and Council directed staff to seek a grant modification that would result in a reduced assessment cost to our residents.

In subsequent meetings with the Florida Department of Environmental Protection (FDEP), City staff negotiated a grant amendment that eliminated the local match requirement in the grant and reduced the scope of construction from five phases to two phases. Those changes reduce the need for the City to borrow the large sum that was required for the project's construction as first proposed. FDEP also agreed to fund the full project design (all remaining phases) with grant dollars. Having the full shovel-ready design in hand for Phases 3-5 will benefit the City and residents by positioning us well for garnering additional grant funding to complete those phases.

Under the amended grant terms, the full design of the project can be realized and construction of Phases 1 and 2 can be accomplished with greatly reduced costs to property owners. Additionally, the Council may desire to look at offsetting the City's sewer capacity fee (\$2,720) as the only remaining direct cost from the project to property owners, most likely eliminating the need to levy any assessment. Funding for this would be found by way of utility fund balance. Should Council proceed in that manner, property owners would only be responsible for costs associated with a licensed plumber to connect their home to the City system and for septic tank abandonment if needed.

The amendment also extends the full project design completion date to 11/30/2026 and extends the construction completion date for Phases 1 and 2 until 12/31/2029.

Recommended Action:

1. Allow staff to present
2. Motion and second to approve the amendment to the DEP grant agreement for the South Highlands Septic to Sewer Grant as presented and authorize the City Manager to execute the document.
3. Deliberate the matter

4. Vote the matter

If you wish to discuss this further, please contact me at your convenience.

Eric C. Williams

**AMENDMENT NO. 1
TO AGREEMENT NO. WG068
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF INVERNESS**

This Amendment to Agreement No. WG068 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Inverness (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for South Highlands Septic to Sewer Project (Project), effective April 21, 2023

WHEREAS, the Grantee has requested a decrease in funding and a reallocation of the budget for the Project; and,

WHEREAS, the funding provided under Line Item 1712 of the 2023-2024 General Appropriations Act is decreased by \$11,148,750; and the total funding for this Agreement is now \$10,000,000; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the Project; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to the size of the project; and,

WHEREAS, the parties have agreed to waive the local match for the Agreement; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to June 30, 2030. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$10,000,000	☒ State ☐ Federal	Springs, GAA LI 1657, FY 22-23, GR	\$10,000,000
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$10,000,000

3. The following is hereby added to Attachment 1 in Section 8 g.:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

4. Section 4. of Attachment 2 is hereby revised to the following:

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Section 7. of Attachment 2 is hereby revised to the following:

There is no match required on the part of the Grantee under this Agreement.

6. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.
7. Attachment 5-1, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.
8. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
9. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF INVERNESS

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Eric C. Williams, City Manager
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Daronathan Do, DEP Grant Manager

Kyleigh Revis, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-3	Revised Grant Work Plan
Attachment	5-2	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-3 REVISED GRANT WORK PLAN

PROJECT TITLE: South Highlands Septic to Sewer Project

PROJECT LOCATION: The Project will be located in the City of Inverness within Citrus County; Lat/Long (28.8240, -82.3264). See Figure 1 for a site plan.

PROJECT BACKGROUND: The South Highlands Septic to Sewer Project is located in the southeast portion of the City of Inverness (Grantee). This project is a multi-year project that includes Design Phases 1-5 and Construction Phases 1-2. The total project area is located within the Basin Management Action Plan area for the Chassahowitzka-Homosassa spring shed, 16 miles from the spring head. The total project (Phases 1-5) area to be designed consists of 776 parcels of which approximately 608 contain septic tanks. The Phase 1-2 project area to be constructed consists of approximately 244 parcels of which approximately 208 contain septic tanks. The removal of the septic tanks associated with this project and connection of the residents to the City's sewer system would remove approximately 6,000 pounds of nitrogen per year once the total project is completed.

PROJECT DESCRIPTION: The Grantee will construct a sewer system with associated lift stations within the South Highlands neighborhood. The total project to be designed consists of approximately 45,000 linear feet (LF) of gravity sewer, 7,000 LF of force main, four (4) local or regional lift stations, and associated roadway improvements. Construction of Phases 1-2 consists of approximately 15,000 LF of gravity sewer, 3,100 LF of force main, two (2) lift stations, and approximately 3.10 miles of roadway improvements. The Grantee will purchase property needed for the construction of the infrastructure.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design Phases 1-5 of the South Highlands Septic to Sewer Project and obtain all necessary permits for construction of the project. Activities necessary for design, such as hydraulic analysis, surveys, geotechnical evaluations, environmental assessments, and agency permitting are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct Phases 1-2 of the South Highlands Septic to Sewer Project in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

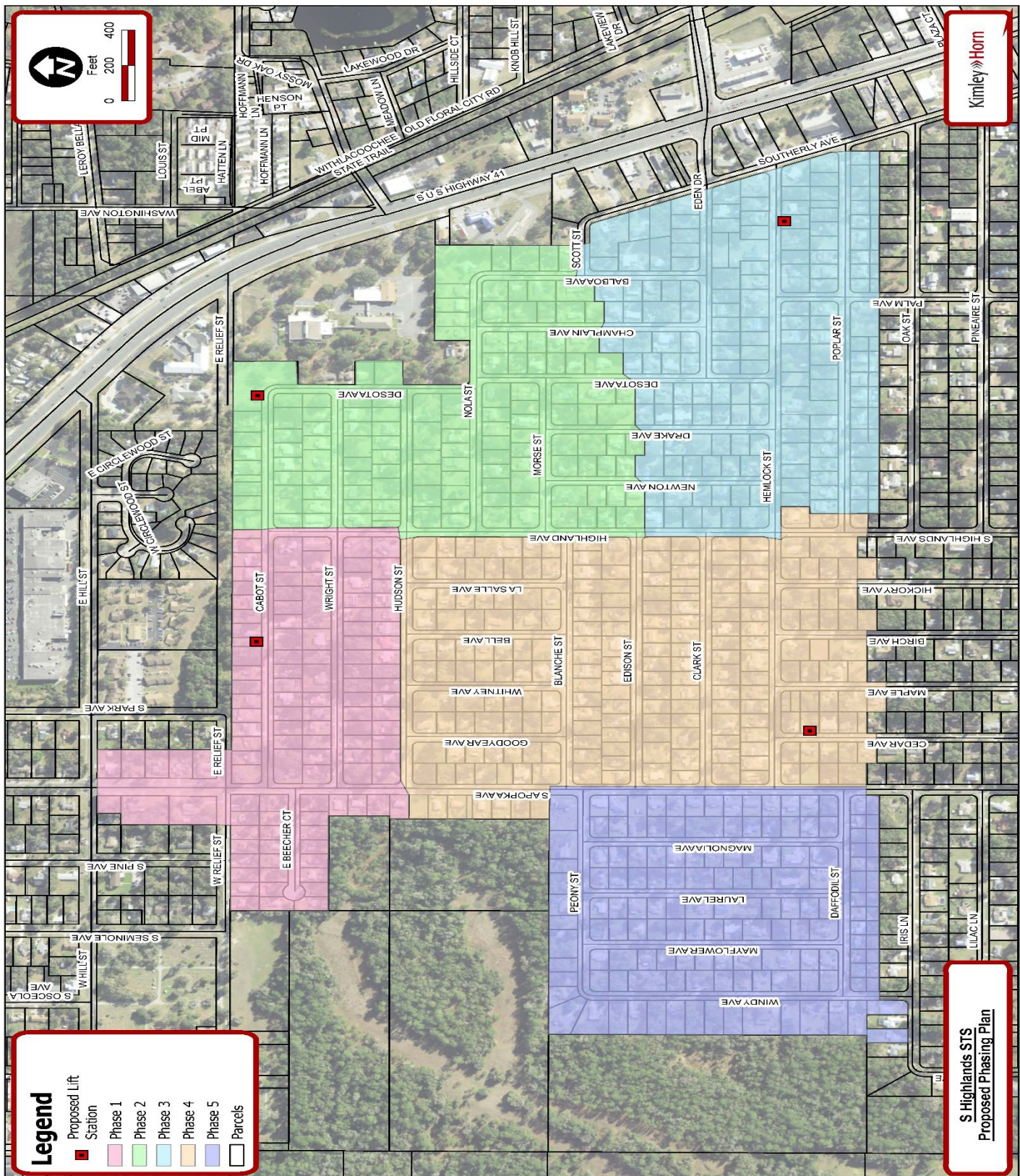
PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$905,000	07/01/2021	11/30/2026
2	Construction	Contractual Services	\$9,095,000	07/01/2021	12/31/2029
Total:			\$10,000,000		

Note that, per Section 8 k of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1. Site Plan



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-2

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Revised Attachment 5-2

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$11,148,750	145110
	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	(\$11,148,750)	145110
Change Order 2					
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022 - 2023	37.052	Florida Springs Grant - GAA LI 1657	\$10,000,000	087870
Change Order 2	Department of Environmental Protection	2023 - 2024	37.039	Statewide Water Quality Restoration Projects - GAA LI 1712	\$11,148,750	149950
Amendment 1	Department of Environmental Protection	2023 - 2024	37.039	Statewide Water Quality Restoration Projects - GAA LI 1712	(\$11,148,750)	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$10,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

Agenda Memorandum - *City of Inverness*

July 1, 2025

TO: Elected Officials
FROM: Frank Calascione, Assistant City Manager
SUBJECT: South Highlands Septic to Sewer Professional Services
CC: Susan Jackson, City Clerk, Rob Pell, Assistant Public Works Director, Alexis Koter, Finance Director
Enclosures: 1. TA 1_South Highland STS Phase 2

The City's contracted engineering firm Kimley Horn has completed the design of Phase 1 of the South Highlands Septic to Sewer Project, a project that includes five phases in total.

The request before Council this evening is to consider the attached professional services proposal from Kimley Horn for Task Assignment 1, which covers the design of Phases 2-5 and the other associated services below:

- Data Collection, GIS Database Development, Kick-off Meeting
- Subconsultant Services
- Engineering Design and Permitting
- Grant Administration Assistance
- Bid Administration

The proposed cost for the aforementioned services is \$905,000 and is 100% covered by Florida Department of Environmental Protection grant funds under the terms of Grant WG068 Amendment 1 (see previous agenda item). It is recommended Council proceed to approve the proposal as presented and leverage the efficiencies of the consolidated project's design.

Recommended Action:

1. Allow staff to present
2. Motion and second to approve the proposal for professional services with Kimley Horn in the amount of \$905,000 as presented and authorize the City Manager to execute the document
3. Deliberate the matter
4. Vote the matter

If you wish to discuss this further, please contact me at your convenience.

Eric C. Williams

TASK ASSIGNMENT 1

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the “Engineer” or “Kimley-Horn”), and the City of Inverness (the “City” or “Client”) in accordance with the terms of the Continuing Services Agreement for Continuing Professional Services dated October 1, 2022, which is incorporated herein by reference.

Identification of Project:

Project: South Highlands Septic to Sewer (STS) Phases 2 – 5

Client: City of Inverness

Project Manager: Heath Smith, PE

Project Understanding:

The Project is located in the southeast portion of the City of Inverness (the City). The Project consists of the remaining phases within the City’s South Highlands STS Florida Department of Environmental Protection (FDEP) Grant (WG068) project area. The project area includes approximately 663 parcels of which approximately 509 contain septic tanks. The removal of these septic tanks and connection of the residents to the City’s sewer system will remove approximately 5,000 pounds (lbs) of total nitrogen (TN) per year from the Chassahowitzka-Homosassa spring shed. The remaining phases consist of 7.40 miles of roadway and right-of-way, 38,700 linear feet (LF) of gravity sewer, and 5,400 LF of force main. Kimley-Horn understands that all lots within the project area are currently served by water.

The City of Inverness has requested that Kimley-Horn provide the necessary grant assistance, design, and permitting services for the Project. A map of all phases is included in **Figure 1**. In support of these objectives Kimley-Horn has prepared the following specific scope of services.

Specific Scope of Services:

Task 1 – Data Collection, GIS Database Development, and Kick Off Meeting

- A. Kimley-Horn will prepare for and attend a project kick off meeting with City Staff. Project objectives, schedules, communication methods, and base information will be discussed.
- B. Kimley-Horn will utilize relevant data collected previously for the development of the Inverness STS Grant Applications and the Inverness Wastewater Master Plan to facilitate the design of this project.
- C. Kimley-Horn will coordinate with the survey, geotechnical, , and environmental subconsultants throughout the project to facilitate the collection of the appropriate information associated with their scope of services.
- D. Kimley-Horn will combine the previously collected data and the information collected by the subconsultants into a basemap.

Task 2 – Subconsultant Services

- A. Kimley-Horn will utilize subconsultants to perform the required survey, geotechnical, and environmental assessment services associated with this Project.
- B. The survey subconsultant will provide the following services:
 - 1) Topographic information to include full right-of-way (ROW) for the public roads within the project area. The project area for the survey will include Phases 2 thru 5 of the Project.

ROW will be determined based on found monumentation. Topographic information will be collected on 100-foot intervals.

- 2) The location of improvements within the ROW and extending 10 feet beyond the ROW. These improvements generally consist of hydrants, manholes, trees larger than 6 inches, driveways, power poles, utility boxes, and mailboxes.
- 3) The location, rim elevation, and invert elevation of the sewer clean out for each residence within the project area. The location, rim elevation, and invert elevation of the sewer cleanout for each residence within the project area.
- 4) Vertical Datum will be NAVD 1988 with contours shown on 1-foot intervals.

C. The geotechnical subconsultant will provide the following services:

- 1) Perform up to twenty-four soil borings to depths of five to ten feet below existing grade in the proposed roadway.
- 2) Perform up to two standard penetration test (SPT) soil borings to depths of 20 feet below existing grade in the proposed lift station areas.
- 3) Test borings per ASTM Standards and classified per the Unified Soil Classification Group System.
- 4) Prepare a report summarizing the findings.

D. The environmental subconsultant will provide the following services:

- 1) Review of the habitat within the project limits will be conducted for the potential for state and federally listed species.
- 2) Record any signs (including burrows, scat, nests, or tracks) of listed species during the field review and recorded with a GPS. The review will determine the potential habitat for the presence of listed species by either the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 68A-27.003-005 F.A.C. or the U.S. Fish and Wildlife Service (USFWS) under 50 CFR 17.11-12 within the Project.
- 3) Conduct a site visit to delineate the extents of on-site wetlands and/or surface waters (or determine top of bank is the jurisdiction for surface waters) in accordance with the State unified wetland delineation methodologies described in Chapter 62-340, Florida Administrative Code (FAC) and the US Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and regional supplement. Wetlands and surface waters will be classified in accordance with the Florida Department of Transportation (FDOT) Florida Land Use and Cover Classification System (FLUCFCS). Wetlands and surface waters will be marked with flagging and recorded with a Trimble GPS unit.
- 4) Prepare a technical memorandum to summarize the wetland and potential listed species within the project limits.

Task 3 – Hydraulic Model

- A. Kimley-Horn will design the proposed lift stations in accordance with the City's and FDEP design standards.
- B. Kimley-Horn will modify the existing hydrologic model, which was developed by Kimley-Horn for the Wastewater Master Plan, to include the proposed lift stations and forcemains associated with this design.

- C. Kimley-Horn will design the proposed gravity sewer system in accordance with the City's and FDEP design standards.

Task 4 – Engineering Design and Permitting

- A. Kimley-Horn will prepare engineering design plans, prepared to the level of detail required by the permitting or grant issuing agencies, of the proposed sewer collection and conveyance system for South Highland STS Phases 2-5. These plans will consist of the following:
- 1) Cover Sheet, Key Map, and General Notes
 - 2) Typical Roadway and ROW sections
 - 3) Plan and Profile Sheets
 - 4) Sewer Details
 - 5) Roadway Details
 - 6) General Details
 - 7) Signage and Stripping Plans
 - 8) Stormwater Pollution Prevention Plan
- B. Kimley-Horn will include roadway reclamation and restoration details in the engineering design plans. This will consist of the typical roadway section and the limits of roadway reclamation. The typical section will identify the asphalt type and depth, limerock depth and compaction, and stabilized subgrade depth and compaction. The roadway reclamation and restoration will be in accordance with the City of Inverness land development code.
- C. Kimley-Horn will utilize Sunshine One Call to verify the name, contact person, and telephone number of all utility companies located within the project area. These utility contacts will be shown on the cover sheet of the plans. The City will verify the list for accuracy and notify Kimley-Horn of changes.
- D. FDEP Sewer Collection System Permit
- 1) Kimley-Horn will coordinate and attend a pre-application meeting with the FDEP.
 - 2) Kimley-Horn will submit form 62-604.300(8)(a) to notify/apply for the construction of a domestic wastewater collection/transition system under the general permit associated with rule FAC 62-604. The City will pay the application submittal fee.
 - 3) Kimley-Horn will respond to two requests for additional information from FDEP.
- E. Southwest Florida Water Management District (SWFWMD) ERP Exemption Verification
- 1) Kimley-Horn will coordinate and attend a pre-application meeting with the SWFWMD.
 - 2) Kimley-Horn will submit form 62-330.050(1) to request verification of permit exemption under rule 62-330.051(4)(d) to SWFWMD. The City will pay the application submittal fee.
 - 3) Kimley-Horn will respond to two requests for additional information from SWFWMD.

Task 5 – Grant Administration Assistance

- A. Kimley-Horn will assist the City in preparing the grant contract with the grant issuing agency and developing the work plan associated with the grant contract. Legal services and contract review are not included.
- B. Kimley-Horn will assist the City in preparing and submitting the grant work plan deliverables associated with the project. These deliverables will consist of the following:
 - 1) Quarterly Status Reports and Meeting Minutes
 - 2) Final Design Drawings
 - 3) Opinion of Probable Cost
 - 4) Technical Specification references
 - 5) Copy of the ERP Permit Exemption
 - 6) Construction Bid Package
 - 7) Copy of the Notice to Proceed to the contractor
 - 8) Copy of construction permits obtained by the contractor
 - 9) Construction inspection reports (prepared by the City)
 - 10) As-Built Survey (prepared by others)
- C. Kimley-Horn will facilitate and attend progress meetings with the grant issuing agency.
- D. Kimley-Horn will assist the City in preparing the quarterly progress reports for grant compliance.

Task 6 – Bid Administration Assistance

- A. Kimley-Horn will prepare bid packages consisting of plans and specifications. The specifications will consist of the references to the City's and County's associated specifications. The City will provide the contractual documents for the front end of the specifications.
- B. Kimley-Horn will prepare a bid form and cost estimate.
- C. Kimley-Horn will assist the City in preparing the bid notification.
- D. Kimley-Horn will review requests for additional information submitted by the bidding contractors and assist the City in preparing bid addenda.
- E. Kimley-Horn will review the bid responses and tabulate the results. Kimley-Horn will provide the City with a written bid tabulation record along with a selection recommendation.

Deliverables

Kimley-Horn will provide the following deliverables associated with this project:

- 1. One PDF copy of the Draft Engineering Design Plans and Specifications
- 2. One PDF and hard copy of the Final Engineering Design Plans and Specifications

Additional Services

Services not specifically stated in the scope of services above are not included. Property acquisition services and assessment preparation services are not included. Additional services can be provided at the then current hourly rate at the City's request. Compensation for additional services will be agreed to prior to their performance.

Schedule

Kimley-Horn will provide the services described in the Scope of Services in an expeditious manner based upon an agreed upon schedule. The design and permit application submittals will be completed 280 days from notice to proceed.

Fee and Billing

Kimley-Horn will complete the above scope of services for the lump sum fee of \$905,000, inclusive of office overhead expenses. Services provided under this IPO will be invoiced on a monthly basis. A breakdown of fee by task is as follows:

Task Description	Lump Sum Fee
Task 1 - Data Collection, GIS Database Development, and Kick-off Meeting	\$90,000.00
Task 2 - Subconsultant Services	\$165,000.00
Task 3 - Hydraulic Model	\$65,000.00
Task 4 - Engineering Design and Permitting	\$500,000.00
Task 5 - Grant Administration Assistance	\$40,000.00
Task 6 - Bid Administration	\$45,000.00
Total Lump Sum Fees:	\$905,000.00

Attachments: FIGURE 1

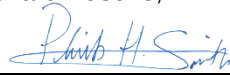
ACCEPTED:
THE CITY OF INVERNESS, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

By: 
Richard Busche, PE – Senior Vice President

TITLE: _____


Philip Heath Smith, PE – Project Manager

DATE: _____

Date: February 24, 2025

G:\New Business\Public Sector\City of Inverness\2025\South Highlands Phases 2-5\TA 1_South Highland STS Phase 2.docx

Legend

- Proposed Lift Station
- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5
- Parcels



Feet
0 200 400

S Highlands STS
Proposed Phasing Plan

Kimley»Horn

Agenda Memorandum - *City of Inverness*

July 1, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Whispering Pines Park New Entrance Construction Bid Award

CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Alexis Koter, Finance Director, Woody Worley, Parks & Recreation Director

Enclosures: 1. Hartman Civil Const
2. RFP 2025-01-PR WPP 41 Entrance Advertisement
3. RFP2025-01-PR WPP 41 Entrance Notice
4. Whispering Pines Park Entrance - RFP# 2025-01-PR Packet (Complete)
5. Whispering Pines _Bid Recommendation

As Council is aware, the State awarded the City a \$1,000,000 grant with \$200,000 of matching funds provided by the City to build the new entrance from US 41 to Whispering Pines Park. The City issued a Request for Proposal (RFP 2025-01-PR) for construction of the new entrance. The RFP garnered numerous submissions, which allowed for a competitive process.

The City's contracted engineer, Lochnerin concert with staff has performed due diligence in order to recommend the lowest and best option. Attached is the engineer's letter outlining the review of the submittals. The bids received were:

Cathcart Construction Co. - \$1,289,009.50
CW Roberts Construction - \$857,800.00
DB Civil Construction - \$755,806.00
Gibbs Register Inc. - \$949,787.00
Hartman Civil Construction Inc. - \$537,888.00
Pave-Rite Inc. - \$832,256.22

It is recommended that Council accept the bid from Hartman Civil Construction Inc., in the amount of \$537,888 as the lowest and best option. This competitive bid for the essential components of the project leaves substantial grant funds available to consider additional features that are desirable and could enhance the overall project. These enhancements could be accomplished as change orders, which is customary with projects of this nature and consistent with other City projects completed.

Recommended Action -

1. Allow staff to present
2. Motion and second to award the bid to Hartman Civil Construction Inc. in the amount of \$537,888.00 for the construction of the Whispering Pines Park New Entrance and authorize the City Manager execute the agreement, issue a notice to proceed and manage change orders to the project.

3. Deliberate the matter
4. Vote on the matter

If you wish to discuss this further, please contact me at your convenience.

Eric C. Williams

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the Owner to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the FIXED PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the FIXED PRICES submitted on the Bid Sheet will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within ninety (90) calendar days and final completion within one hundred-twenty (120) calendar days from the date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of one thousand six hundred and eighty-five (\$1,685) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:

No. 1, Date: 5/19/25

No. _____, Date: _____

No. _____, Date: _____

11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

GRAND TOTAL: \$ 537,888.00

WORDS: FIVE HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS AND ZERO CENTS

THIS PROPOSAL DATED THIS 27th day of May, 2025

ATTEST:

Witness: Dianne L Hunter
Signature

Dianne L Hunter
Printed Name

By: [Signature]
Authorized Signature (Principal)

Michael A Hartman, President
Printed Name, Title

Hartman Civil Construction Co., Inc.
Company Name

Address: 7379 N Whippoorwill Ter.
Hernando, FL 34442

46-5262082
Employee I.D. No.

CGC060004
Contractor's License Number

Telephone Number: 352-690-1525

END OF SECTION

BID TABULATION FORM

BASIS OF BID

- 1.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
101-1	Mobilization/ Demobilization	LS	1	\$28,335.00	\$28,335.00
102-1	Maintenance of Traffic	LS	1	\$7,500.00	\$7,500.00
104-13-1	Sediment Barrier	LF	2,660	\$3.00	\$7,980.00
104-15	Soil Tracking Prevention Device	EA	1	\$5,000.00	\$5,000.00
110-2-2	Selective Clearing and Grubbing, Areas with Trees to Remain	AC	2.09	\$15,000.00	\$31,350.00
120-1	Regular Excavation	CY	1,600	\$15.00	\$24,000.00
120-6	Embankment	CY	5,240	\$18.00	\$94,320.00
160-4	Type B Stabilization	SY	4078	\$5.00	\$20,390.00
285-7-06	Optional Base, Base Group 04 6"	SY	182	\$12.00	\$2,184.00
285-7-08	Optional Base, Base Group 06 8"	SY	3,896	\$12.00	\$46,752.00
334 -1-12	Superpave Asphaltic Conc, Traffic B	TN	259	\$210.00	\$54,390.00
350-3-1	Plain Cement Concrete Pavement, 6"	SY	401	\$125.00	\$50,125.00
430-175-118	Pipe Culvert, Optional Material, Round, 18"S/CD	LF	180	\$100.00	\$18,000.00
430-982-125	Mitered End Section, Optional Round 18" CD	EA	4	\$2,000.00	\$8,000.00
520-2-4	Concrete Curb, Type D	LF	150	\$25.00	\$3,750.00
527 -2	Detectable Warnings	SF	96	\$60.00	\$5,760.00
530 -3 -4	Riprap, Rubble, F&I, Ditch Lining	TN	2.1	\$2,500.00	\$5,250.00
550-605-13	Fence Gate, Tubular Metal Pipe, Single, 12.1-20.0' Opening	EA	2	\$2,400.00	\$4,800.00
570 -1 -2	Performance Turf, Sod	SY	7734	\$5.00	\$38,670.00
580 -1 -1	Landscape Complete, Small Plants	LS	1	\$11,500.00	\$11,500.00
635 -2-14	Pull & Splice Handhole	EA	1	\$4,500.00	\$4,500.00
639 -1111	Electrical Power Service, F&I, Overhead, Meter Furnished by Power Company	EA	1	\$14,800.00	\$14,800.00
700 -1-12	Single Post Sign, F&I Ground Mount, 12-20 SF	EA	21	\$350.00	\$7,350.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	31	\$13.00	\$403.00

Whispering Pines Park Entry, Bid Form Page 2

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
711-11-129	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR SPEED REDUCTION MARKINGS	LF	421	\$3.00	\$1,263.00
711-11-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	0.15	\$900.00	\$135.00
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	34	\$4.00	\$136.00
711-11-231	THERMOPLASTIC, STANDARD, YELLOW, 10-30 SKIP, 6"	GM	0.13	\$800.00	\$104.00
711-14-123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	LF	155	\$18.00	\$2,790.00
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	147	\$33.00	\$4,851.00
715-67000	Light Pole Complete, F&I, Standard, Pole, Standard Foundation, 25" Mounting Height, 0' Arm Length Type SA	EA	2	\$15,000.00	\$30,000.00
1644	Fire Hydrant, Adjust & Modify	EA	1	\$3,500.00	\$3,500.00
Total of All Unit Price Bid Items					\$537,888.00

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF: Florida

COUNTY: Citrus

Before me, the undersigned authority, personally appeared Michael A Hartman
who, being by me first duly sworn, made the following statement:

1. The business address of Hartman Civil Construction Co., Inc. (name of bidder or contractor) is 7379 N Whippoorwill Ter. Hernando, FL 34442.

2. My relationship Hartman Civil Construction Co., Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

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

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

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

Sworn to and subscribed before me in the state and county first mentioned above on the 27th day of May, 2025.

Signed: *Dianne L. Hunter*
Notary Public

[Signature]
Michael A Hartman, President

(Affix seal)



My commission expires: 02-05-2028

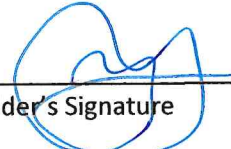
END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that
Hartman Civil Construction Co., Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees 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 1893 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 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 fully complies with the above requirements.



Bidder's Signature

5/27/25

Date

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Brown & Brown Insurance Services, Inc. 1720 SE 16th Avenue, Suite 301 Ocala FL 34471		CONTACT NAME: Andrea Escobar PHONE (A/C, No, Ext): (352) 732-5010 FAX (A/C, No): (352) 732-5344 E-MAIL ADDRESS: Andrea.Escobar@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FCCI Insurance Company	NAIC # 10178
		INSURER B: Brierfield Insurance Company	10993
		INSURER C: National Trust Insurance Company	20141
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2025 **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	☒ COMMERCIAL GENERAL LIABILITY	Y		GL100100557	04/15/2025	04/15/2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						Pollution Liability	\$ 1,000,000
B	AUTOMOBILE LIABILITY			CA100100556	04/15/2025	04/15/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ SCHEDULED AUTOS						PIP-Basic	\$ 10,000
	☐ NON-OWNED AUTOS ONLY							
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB			UMB100100561	04/15/2025	04/15/2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED ☒ RETENTION \$ 10,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC0100100560	04/15/2025	04/15/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Rented & Leased equipment			CM100100558	04/15/2025	04/15/2026	Limit - per limit	\$220,000
	Deductible						\$1,000	
	Actual Cash Value							

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

Whispering Pines Park Entrance Road Improvements

Certificate holder is listed as additional insured with regards to the General Liability policy when required by written contract/ agreement.

CERTIFICATE HOLDER		CANCELLATION
City of Inverness 212 W. Main St. Inverness FL 34450		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

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Hartman Civil Construction Company, Inc.
9200 SW Hwy 484 Ocala, FL 34481

as Principal, hereinafter called the Principal, and
Great Midwestern Insurance Company

800 Gessner, Suite 600, Houston, TX 77024

a corporation duly organized under the laws of the State of TX as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Inverness

112 W Main St., Inverness, FL 34450

as Oblige, hereinafter called the Oblige, in the sum of **FIVE**

Percent of the amount bid

Dollars (\$)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

RFP# 2025-01-PR; Whispering Pines Park Entrance Road Improvements, Inverness, FL

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27 day of May, 2025.

(Witness)

(Witness)

Hartman Civil Construction Company, Inc.

(Principal)

Michael A. Hartman, President

Great Midwestern Insurance Company

(Surety)

Benjamin H. French, Attorney-in-Fact & FL Resident Agent



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Benjamin H. French, Paul A. Locascio, Rebekah F. Sharp, Dale Waldorff, K. Wayne Walker, Trava Ridlon, Brenda W. Neill, William S. Neill, Heather Hudgins, J.E.S. Webb

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

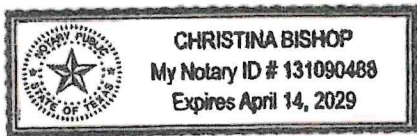


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 27 Day of May 2025



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

HARTMAN, MICHAEL ALLEN

HARTMAN CIVIL CONSTRUCTION COMPANY, INC.

9200 SW HIGHWAY 484

OCALA FL 34481

LICENSE NUMBER: CGC0600004

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/02/2024

Do not alter this document in any form.

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



2025 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# P14000028921

Entity Name: HARTMAN CIVIL CONSTRUCTION COMPANY, INC.

Current Principal Place of Business:

7379 N WHIPPOORWILL TERRACE
HERNANDO, FL 34442

Current Mailing Address:

9200 SW HWY 484
OCALA, FL 34481 US

FEI Number: 46-5262082

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HARTMAN CIVIL CONSTRUCTION CO., INC.
7379 N WHIPPOORWILL TERRACE
HERNANDO, FL 34442 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MICHAEL A. HARTMAN

04/29/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name HARTMAN, MICHAEL A
Address 7379 N WHIPPOORWILL TERRACE
City-State-Zip: HERNANDO FL 34442

Title TRES
Name HARTMAN, MICHAEL A
Address 7379 N WHIPPOORWILL TERRACE
City-State-Zip: HERNANDO FL 34442

Title VP
Name HARTMAN II, MICHAEL A
Address 11486 SW HENDRIX DR
City-State-Zip: DUNNELLON FL 34432

Title SEC
Name HARTMAN, MICHAEL A
Address 7379 N WHIPPOORWILL TERRACE
City-State-Zip: HERNANDO FL 34442

Title VP
Name HARTMAN, KATHRYN H
Address 7379 N WHIPPOORWILL TERRACE
City-State-Zip: HERNANDO FL 34442

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL A HARTMAN

PRESIDENT

04/29/2025

Electronic Signature of Signing Officer/Director Detail

Date

vs. Defendants.

NOTICE OF SALE
NOTICE IS HEREBY GIVEN that pursuant to a Uniform Final Judgment of Mortgage Foreclosure dated the 17th day of April 2025 and entered in the above-styled cause in the Circuit Court of Citrus County, Florida, I will sell to the highest and best bidder for cash online at www.citrusrealforeclosure.com at 10:00 am on the 5th day of June 2025, the interest in real property situated in Citrus County, Florida and described as:

LEGAL MORTGAGE
Parcel No. 1: Part of Government Lot 5 in Section 14, Township 20 South, Range 20 East, Citrus County, Florida, and being more particularly described as follows:

Beginning at a point on the Northerly right of way line of County Road 48 at its Intersection with the Northwesterly line of said Government Lot 5 (being also in the N.W.L. of Lake Apopka); thence in a Southeasterly direction along a curve to the left having a radius of 2914.90 feet and a chord of 224.31 feet bearing S 59°48'01" E, for a distance of 224.37 feet (this and the next three calls being along said Northerly right of way line) to the P.T. thereof; thence S 53°08'45" E, 175.12 feet; thence in a Southeasterly direction along a curve to the left having a radius of 1098.32 feet and a chord of 715.09 feet bearing S 72°08'00" E, for a distance of 762.00 feet to the P.T. thereof; thence N 85°42'34" E, a distance of 96.25 feet; thence N 01°11'11" W, 651.46 feet to the N.W.L. of Lake Apopka; thence S 70°09'25" W, 13.36 feet (this and the next three calls being along said Northerly right of way line) to the P.T. thereof; thence S 60°59'51" W, 207.02 feet; thence S 72°08'01" W, 13.36 feet; thence N 51°27'00" W, 265.57 feet; thence S 86°41'25" W, 123.83 feet; thence S 51°22'01" W, 165.04 feet; thence S 58°53'51" W, 119.15 feet to the Point of Beginning.

Together with all leases, rents, issues, and profits arising from the property described above.

Property Address: 9333 E Bushnell Road, Floral City, Florida 34436.

ANY PERSON CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. AFTER THE FUNDS ARE REPORTED AS UNCLAIMED, ONLY THE OWNER OF RECORD AS OF THE DATE OF THE LIS PENDENS MAY CLAIM THE SURPLUS.

AMERICANS WITH DISABILITIES ACT. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator at the Office of the Trial Court Administrator, Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida 34450, Telephone (352) 341 - 6700, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 771.

/s/ Janelle L. Esposito
Janelle L. Esposito, Esq., FBN 0035631
Attorney for Farm Credit of Central Florida, ACA Esposito Law Group, P.A.
P. O. Box 9266, Bradenton, Florida 34206-9266
(841) 251-0000 / (941) 251-4044 (Fax)
janelle@espositolegal.com
dcareview@espositolegal.com

Published April 26 and May 3, 2025.

0426 SACRN NOS EVANS 57/25

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR CITRUS COUNTY, FLORIDA

CASE NO.: 2024-CA-474

CAROL L. BARNES, Plaintiff,

vs. FRANCES A. EVANS. Defendants.

NOTICE OF SALE
NOTICE IS HEREBY GIVEN that pursuant to an Order Granting Plaintiff's Motion to Appoint Special Magistrate to Sell Property at Public Sale and Conduct an Equitable Accounting dated March 28, 2025, in the above-styled cause, Justin McQuary, AARE, AAMI, of Solonow, LLC d/b/a/ Tranzon Driggers has been appointed as Special Magistrate and will sell to the highest bidder and best bidder for cash by electronic sale beginning at 9:00 a.m. on April 30, 2025 and ending on May 7, 2025 at 11:30 a.m. at <https://www.tranzon.com/rg1472>, the following described property situated in Citrus County, Florida.

Lot 4, Block E, of LAKE TSALA GARDEINS, according to the map of Plat No. 14, recorded in Plat Book 2, Page 144, Public Sale of Citrus County, Florida.
Parcel Identification Number: 20E19S160010 000E0 0040

Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens must file a claim within 60 days after the sale.

DATED this 15th day of April, 2025.

/s/ James T. Hanley
James T. Hanley, Esquire
Florida Bar No. 124721
Robert W. Batsel, Jr., Esquire
Florida Bar No.: 71459
1531 SE 98th Avenue
Ocala, Florida 34471
Phone (352) 579-6504
Fax (352) 579-1289
Attorneys for Plaintiff
PrimaryJhanley@lawyersocalla.com
rbatsel@lawyersocalla.com
Secondary: hcarfman@lawyersocalla.com
asbyes@lawyersocalla.com

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator at the Office of the Trial Court Administrator, Citrus County Courthouse, 110 N. Apopka Avenue, Inverness, Florida 34450 or (352) 641-6700 at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven working days; if you are hearing or voice impaired, call 771.

Published April 19 and 26, 2025.

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR CITRUS COUNTY, FLORIDA

CASE NO.: 2023-CA-847

CITY OF INVERNESS, a Florida municipal corporation, Plaintiff,

vs. The unknown heirs, devisees, assignees, lienor, creditors, trustees, or other claimants by, through, under or against DEBRA I. MAHR, deceased; The unknown heirs, devisees, assignees, lienor, creditors, trustees, or other claimants by, through, under or against CHARLES J. MAHR, deceased; DONALD LOYD JOHNSON, deceased; PATRICK JOHNSON, and, TIMOTHY G JOHNSON, Defendants.

NOTICE OF SALE
NOTICE IS HEREBY GIVEN that pursuant to a Final Judgment of Foreclosure dated April 4, 2025, in the above-styled cause, T. Fadi Perry, Clerk of the Circuit Court in and for Citrus County, Florida, will sell to the highest bidder and best bidder for cash by electronic sale beginning at 10:00 a.m. on May 15, 2025 at www.citrusrealforeclosure.com, the following described property situated in Citrus County, Florida.

Lot 11, Block A, Inverness Shores, according to the map of plat thereof, recorded in Plat Book 3, Page 145, Public Records of Citrus County, Florida.

Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens must file a claim within 60 days after the sale.

DATED this 15th day of May, 2025.

/s/ James T. Hanley
James T. Hanley, Esquire
Florida Bar No. 124721
Robert W. Batsel, Jr., Esquire
Florida Bar No.: 71459
1531 SE 98th Avenue
Ocala, Florida 34471
Phone (352) 579-6504
Fax (352) 579-1289
Attorneys for Plaintiff
PrimaryJhanley@lawyersocalla.com
rbatsel@lawyersocalla.com
Secondary: asbyes@lawyersocalla.com

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator at the Office of the Trial Court Administrator, Citrus County Courthouse, 110 N. Apopka Avenue, Inverness, Florida 34450 or (352) 641-6700 at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven working days; if you are hearing or voice impaired, call 771.

Published April 19 and 26, 2025.

0426 SACRN ITB WPP 41N ENTRANCE

IN VITATION TO BID

Project Number: RFP 2025-01-PR

DATE: April 26, 2025

NOTICE IS HEREBY GIVEN that the City of Inverness will receive sealed bids for the **WHISPERING PINES PARK HWY 41 N ENTRANCE** project. All contractors licensed by the State of Florida are hereby invited to submit a bid on the above referenced project. Bids will be received until 2:00 PM, E.S.T., on May 26, 2025, in the City Clerk's Office, located on the 2nd floor of the City of Inverness Government Center, 212 West Main Street, Inverness, Florida 34450. Bid submittals will be opened at 2:10 PM E.S.T. on May 26, 2025, in a public meeting on the 1st floor of the Inverness Government Center.

DESCRIPTION OF WORK: The project includes the construction of a new gated entrance to Whispering Pines Park off US 41. The entrance will include new security gates, lighting, and a new asphalt interior park road approximately ¼ mile in length connected to the new entrance to an existing interior park road. The project is funded largely through a Florida Department of Transportation (FDOT) Local Agency Program (LAP) grant. Construction will be required to meet all FDOT Standards and Specifications as well as LAP requirements.

CONTRACT TIME: Construction time to achieve Substantial Completion is 270 consecutive calendar days from the date of the Notice to Proceed, with an additional 30 consecutive calendar days to achieve Final Completion (300 days total).

Bid Package: Bid packages may be obtained electronically by contacting the office of the City of Inverness City Clerk.

City of Inverness City Clerk
212 W Main Street
Inverness, FL 34450
Phone: (352) 726-2611 x. 1007
Email: CityClerk@inverness.gov
All bids shall be prepared using the Bid Package and Specifications. Addenda will be posted via e-mail to all plan readers as soon as possible. The Owner is not responsible for delivery of addenda to prospective bidders.

PRE-BID MEETING: An "encouraged attendance" pre-bid meeting will be held at 1:00 pm E.S.T. on Thursday, May 8, 2025, at the Inverness Government Center, 212 West Main Street, Inverness, FL 34450. City Council Chambers, 1st Floor. All project questions must be submitted in writing on Thursday, May 15, 2025, by 2:00 pm E.S.T. No further questions will be accepted or answered after that date. The responses by Addenda will be directed to each person that attended the pre-bid meeting.

BID SECURITY: A 5% Bid Bond will be required for this project.

AND PAYMENT BOND: The Owner will require that the Contractor furnish a Performance and Payment Bond in an amount equal to 100% of the Contract Price, if it exceeds \$100,000. All Payment and Performance Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida. The City of Inverness reserves the right to waive formalities, waive any technical defects, reject any and all bids, and accept any bid which represents the lowest and best offer to the City.

/s/ Eric C. Williams

City Manager

Published April 26, 2025.

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352-409-5688

352-257-7874

352-409-5688

MISCELLANEOUS
0503 SACRN TPR LEE 6/2/26
IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR CITRUS COUNTY

CASE NO. 2024-DP-061

IN THE INTEREST OF:
S.F.S.L DOB: 3/28/2024
MINOR CHILD

NOTICE OF ACTION
TERMINATION OF PARENTAL RIGHTS
TO:
DWIKENDRA DEVONYLLA LEE, address unknown

YOU ARE HEREBY NOTIFIED that the State of Florida, Department of Children and Families, has filed a petition to terminate your parental rights and permanently commit the following child for adoption: S.F.S.L, born on 3/28/2024. You are hereby commanded to appear on June 2, 2025, at 10:30 a.m. before the General Magistrate, Keith Schenck at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, FL 34450, Third Floor, Courtroom E, for an ADVISORY HEARING.

FAILURE TO PERSONALLY APPEAR AT THIS ADVISORY HEARING CONSTITUTES CONSENT TO THE TERMINATION OF PARENTAL RIGHTS OF THIS CHILD (OR CHILDREN). IF YOU FAIL TO APPEAR ON THIS DATE AND TIME SPECIFIED, YOU MAY LOSE ALL LEGAL RIGHTS AS A PARENT TO THE CHILD OR CHILDREN NAMED IN THIS NOTICE.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida 34450 or (352) 341-6700 within 2 working days of your receipt of this order, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 771.

WITNESS, my hand as Clerk of said Court and the Seal thereof, this 7th day of April 2025.
T. Fadi Perry, Clerk of Court
By: /s/ Dorey Melhorn
(As Deputy Clerk)
(County Court Seal)
Published April 12, 19, 26, and May 3, 2025.

MISCELLANEOUS

0426 SACRN VOTER ELIGIBILITY
LEGAL NOTICE

Notice is hereby given to the following, at last known address:

Por medio del presente se notifica a quien se menciona a continuación, en el último domicilio conocido:
Tyric L Drummond JR
Laura A Ferris
1305 W Humphreish Blvd
4080 E Dawson Dr
Inverness, FL
Citrus Springs, FL

Nancy A Goodenow
380 S Honey Bear Way
201 S Sparrow Pt
Lecanto, FL
Inverness, FL

You are hereby notified that your eligibility to vote is in question. You are required to contact the Supervisor of Elections in Crystal River, Florida, no later than thirty (30) days after the date of this publishing. Failure to respond will result in a determination of ineligibility by the Supervisor and your name will be removed from the statewide voter registration system. If you deny the accuracy of the information underlying the potential ineligibility, you have a right to request a hearing for the purpose of determining eligibility. If you attempt to vote at an early voting site or your normal election day polling place, you will be required to vote a provisional ballot. If you vote by mail, your ballot will not be treated as a final determination of eligibility is made. If you wish for your ballot to be counted, you must contact the supervisor of elections office within 2 days after the election and present evidence that you are eligible to vote. If further assistance is needed, contact the Supervisor of Elections at the below listed address or call 352-584-7120.

Maureen Baird
Citrus County Supervisor of Elections
Physical Address: 1500 N Meadowcrest Blvd Crystal River, FL 34429
34429
Mailing Address: PO Box 1870 Lecanto, FL 34460
Published 4-25-2025

Por medio del presente se le avisa que su elegibilidad para votar está en duda. Se le exige que se contacte con la supervisor electoral en Crystal River, Florida, en un plazo no mayor de treinta (30) días después de la fecha de esta publicación. No dar respuesta ocasionará que la supervisora determine que usted es inelegible, y su nombre se eliminará del sistema de inscripción de votantes a nivel de estado. Si niega la veracidad de la información subyacente a la posible inelegibilidad, tiene derecho a solicitar una audiencia con el fin de determinar la elegibilidad. Si intenta votar en un sitio designado de votación anticipada o en su lugar de votación normal del día de las elecciones, se requiere que vote con una boleta provisional. Si vota por correo, su boleta se considera como una boleta provisional. En cualquier caso, es posible que su boleta no se cuente hasta que se tome una determinación final de su elegibilidad. Si desea que se cuente su boleta, debe comunicarse con la oficina del supervisor de elecciones dentro de los 2 días posteriores a la elección y presentar evidencia de que es elegible para votar. Si necesita ayuda adicional, comuníquese con la supervisora electoral en el domicilio que se menciona a continuación o llame al 352-564-7120.

Maureen Baird
Supervisora electoral del condado de Citrus
Dirección física: 1500 N Meadowcrest Blvd Crystal River, FL 34429
Dirección postal: PO Box 1870 Lecanto, FL 34460
Fecha de publicación 4-26-2025

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City of Inverness
Administration Office
212 W. Main Street
Inverness, FL 34450
352-726-2611
352-726-0607 (Fax)

Notice to Media for Bid Openings
Informational Only

DATE	TIME	PLACE	Bid For:
05/27/2025	2:10 pm	Inverness Government Center 1 st Floor Council Chambers	WHISPERING PINES PARK HIGHWAY 41N ENTRANCE PROJECT RFP # 2025-01-PR BIDS RECEIVED UNTIL 05/27/25 @ 2:00 PM

Post: Inverness Government Center Lobby

Copy : Finance Department
Community Development
Public Works Department

Publish: Citrus County Chronicle

***PLEASE FORWARD ALL BIDS RECEIVED TO CITY
CLERK'S OFFICE IMMEDIATELY***

Specifications
FOR
WHISPERING PINES PARK ENTRANCE
ROAD IMPROVEMENTS



Inverness, Florida

May 2025

Bid Number RFP# 2025-01-PR

SECTION 00002 – TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>
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00100	Instructions to Bidder
00300	Bid Form
00302	Public Entity Crimes Statement
00303	Drug Free Workplace Form
00500	Agreement
00622	Application for Payment
00625	Substantial Completion
00630	Performance and Payment Bond
00650	Certificate of Insurance
00700	General Conditions
00800	Special Provisions
00841	Notice of Intent to Award
00842	Notice to Proceed
00850	Change Order
00860	Contract Field Order
01600	Materials and Equipment

END OF SECTION

SECTION 00020 – INVITATION TO BID

CITY OF INVERNESS – Whispering Pines Park Entrance Road Improvements

DATE: April 26, 2025

Project Number: RFP# 2025-01-PR

NOTICE IS HEREBY GIVEN that the City of Inverness will receive sealed bids for construction of **Whispering Pines Park Entrance Road Improvements**.

All contractors licensed by the State of Florida are hereby invited to submit a bid on the above referenced project. Bids will be received until 2:00pm, E.S.T., on May 27, 2025, in the City Clerk's Office, located on the 2nd floor of the City of Inverness City Hall, 212 West Main Street, Inverness, Florida 34450. Bid submittals will be opened at 2:10pm E.S.T. on May 27, 2025, in a public meeting on the 1st floor of the Inverness Government Center at 212 W. Main Street, Inverness, FL

DESCRIPTION OF WORK: All work for the Project shall be constructed in accordance with the Specifications prepared by the Owner. Bids shall be submitted for demolition, disposal, furnishing, delivering, and installing all materials, equipment, and services, including labor for the Work, which generally involves the following activities:

New construction of approximately 1200 LF of two-lane roadway from US41(SR45) to existing internal Park Road. Project will include selective clearing and grubbing of trees, drainage swales and culverts, striping and pavement marking, signage, lighting and landscaping plants. Project will also tie to existing perimeter trail and adjust elevation for enhanced pedestrian crossing and ingress. Project will also include concrete curb and concrete pavement for driveway extension of existing constructed as part of FDOT US41(SR45) improvements.

CONTRACT TIME: Construction time to achieve Substantial Completion is 90 consecutive calendar days from the date of the Notice to Proceed, with 30 consecutive calendar days to achieve Final Completion (120 days total).

Bid Package: Bid packages may be obtained electronically by contacting the:

City of Inverness City Clerk
212 W Main St
Inverness, FL 34450
Phone: (352) 726-2611 ext. 1007
E-mail: sjackson@Inverness.gov

All bids shall be prepared using the Bid Package and Specifications. Addenda will be sent via e-mail to all plan holders up to seventy-two (72) hours before the Bid closing time. The Owner is not responsible for delivery of addenda to prospective bidders.

PRE-BID MEETING: A non-mandatory pre-bid meeting will be held May 8, 2025 1:00pm E.S.T. at the Inverness Government Center, 1st Floor, 212 West Main Street, Inverness, FL 34450. All project questions must be submitted in writing no later than May 15, 2025 by 2:00pm E.S.T. No further questions will be taken after that date.

BID SECURITY: A 5% bid security will be required for this project.

PERFORMANCE AND PAYMENT BOND: The Owner will require that the Contractor furnish a Performance and Payment Bond in an amount equal to 100% of the Contract Price. All Payment and Performance Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The City of Inverness reserves the right to waive formalities, waive any technical defects, reject any and all bids, and accept any bid which represents the lowest and best offer to the City.

Eric C. Williams
City Manager

END OF SECTION

SECTION 00100 – INSTRUCTIONS TO BIDDER

A. DEFINITION

1. Bidding documents include the Invitation to Bid, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

B. COPIES

1. Bidding Documents may be obtained in compliance with the Invitation to Bid. No partial sets of the Bidding documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids; the Owner will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. QUESTIONS

1. Any Bidder who is in doubt as to the true meaning of any part of the Bidding documents, or finds a discrepancy or omission therein, may submit to the City of Inverness a written request for an interpretation or correction. The person submitting the request shall be responsible for its delivery to the Owner at least seventy-two (72) hours prior to the bid opening.
2. All questions concerning the bid documents shall be directed to the Owner by email to cityclerk@Inverness.gov. Any interpretation, correction or change of the bidding Documents will be made by Addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

D. ADDENDA

1. Addenda will be issued by fax and/or e-mail. All Addenda issued during time of bidding shall form a part of the Contract Documents, shall be covered in the Bid, and shall become a part of the Contract.
2. Receipt of each Addendum shall be acknowledged in the Bid Form; failure to do so may subject the Bidder to disqualification.

EXAMINATION OF DOCUMENTS AND INSPECTION OF SITE

- A. Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Bid, represents that he has so examined the Bidding Documents and inspected the site, that he understands the provisions of the Bidding Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been determined by such examinations.
- B. All Bidders shall promptly notify the Owner in writing, e-mail or fax of all questions, conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents. No verbal responses to questions will be provided. Information obtained from an officer, agent, or employee of the Owner or any other person shall not officially amend the bid package. Only issued addenda can officially modify the bid documents.

BIDDING PROCEDURE

A. FORM OF BID

1. Each Bid shall be submitted on the Bid Form (Section 300) prepared by the Owner and included as part of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter or manually in ink. When a Bidder submits a Bid with spaces containing erasures or other changes, each erasure or change must be initialed by the person signing the Bid. The Bidder must fill in all relevant blank spaces. In Unit Price type Bids, the Bidder must furnish a Unit Price for all items, regardless of the quantity.
2. No conditional Bids will be accepted. Oral proposals or modifications will not be considered.
3. The Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.
4. All bidders must be licensed contractors capable of performing the scope of work necessary to satisfactorily complete the project.

B. BID SECURITY

A Bid security will be required for this project in the amount of 5% of the bid price, if it exceeds \$100,000.

C. SUBMISSION OF BIDS

1. One (1) original and two (2) copies of the Bid Form, Public Entities Crime Statement, Drug Free Workplace form, Insurance Certificate, Bid Bond, and Contractor License shall be submitted in a sealed envelope marked **"Sealed Bid for Whispering Pines Park Entrance Road Improvements RFP# 2025-01-PR"**. The envelope should also bear the Bidder's name and address on the outside.
2. All bids must be received by the City Clerk at the Inverness Government Center, 212 West Main Street, Inverness, Florida 34450 prior to 2:00PM, E.S.T. on May 27, 2025.
3. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.
4. Any bids not received and clocked in by the City prior to 2:00pm E.S.T. on May 27, 2025 will not be opened or considered.
5. All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten. The Bid form must be fully completed and executed when submitted.

D: BID OPENING

1. Bids will be opened in the Inverness Government Center Council Chambers, at 2:10 PM E.S.T. on May 27, 2025. The bids will be reviewed by the City and presented to the City Council for award.
2. The City, in its best interest, reserves complete and total authority to determine the completeness of any and all bid documents and may, at its discretion, waive any informalities or minor defects or reject any and all BIDS.

MODIFICATION AND WITHDRAWAL

1. Bids may not be modified after submittal.
2. Bidders may withdraw Bids at any time prior to the Bid Opening time and date. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as amended for the Bid Opening. Properly withdrawn Bids will be returned to the person or firm submitting the Bid.
3. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified herein under "Submission of Bid". A Bid submitted in place of a withdrawn Bid shall be clearly marked as such on the outside of the envelope and on the Bid form.
4. If a Contract is not awarded within ninety (90) calendar days after opening of Bids, a Bidder may file a written request with the Owner for the withdrawal of his Bid.

PERFORMANCE AND PAYMENT BOND

- A. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, if it exceeds \$100,000. The Bond shall be secured from a surety company listed on the Treasury Department's most current list and acceptable to the Owner.

BIDDER'S INTEREST IN MORE THAN ONE BID

- A. No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

END OF SECTION

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the Owner to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the FIXED PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the FIXED PRICES submitted on the Bid Sheet will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within ninety (90) calendar days and final completion within one hundred-twenty (120) calendar days from the date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of one thousand six hundred and eighty-five (\$1,685) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:

No. _____, Date: _____

No. _____, Date: _____

No. _____, Date: _____

11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

GRAND TOTAL: \$ _____

WORDS: _____

THIS PROPOSAL DATED THIS _____ day of _____, 2025

ATTEST:

Witness:

Signature

Printed Name

By:

Authorized Signature (Principal)

Printed Name, Title

Company Name

Address:

Employee I.D. No.

Contractor's License Number

Telephone Number:

END OF SECTION

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF: _____

COUNTY: _____

Before me, the undersigned authority, personally appeared _____
who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or
contractor) is _____.

2. My relationship _____ (name of bidder or
contractor) is _____ (relationship such as sole proprietor, partner,
president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

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

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

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

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 2025.

Signed: _____
Notary Public

(Affix seal)

My commission expires: _____

END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees 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 1893 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 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 fully complies with the above requirements.

Bidder's Signature

Date

END OF SECTION

SECTION 00500 – AGREEMENT

This Agreement made this _____ day of _____, 2025 by and between the City of Inverness hereinafter called "Owner", and _____ doing business as a corporation hereinafter call "Contractor", for the completion of the Whispering Pines Park Entrance Road Improvements.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the lump sum of \$_____ and as shown in the Bid Schedule.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, if it exceeds \$100,000, and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will achieve Substantial Completion within 120 calendar days. The date of Final Completion will be 30 calendar days following the date of Substantial Completion. Unless the period for Final Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$2,667 per calendar day past the date of Final Completion.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. Progress payments will be made in an amount equal to 90% (ninety percent) of the value of work completed, and may include 90% (ninety percent) of the value of materials and equipment not incorporated into the work, but delivered and suitably stored, less, in each case, the aggregate of payments previously made. At the sole discretion of the Owner, monthly progress payments may be increased after 50% (fifty percent) of the work is completed to 95% (ninety-five percent) of the value of work completed and materials and equipment not incorporated but delivered and suitably stored (less the aggregate of previous payments) provided that:
 - (a) Contractor is making satisfactory progress, and
 - (b) There is no specific cause for greater withholding.

However, the Owner may subsequently resume retaining 10% (ten percent) of the value of work completed and materials delivered if, in sole determination of the Owner, the Contractor is not performing according to the Contract Documents or not complying with the current progress schedule.

7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.

8. The term "Contract Documents" means and includes the following:

- (a) Invitation to Bid
- (b) Instructions to Bidders
- (c) Bid Sheet
- (d) Public Entity Crimes Statement
- (e) Drug Free Workplace Form
- (f) Agreement
- (g) Application for Payment
- (h) Certificate of Substantial Completion
- (i) Performance and Payment Bond
- (j) Certificate of Insurance
- (k) General Conditions
- (l) Special Provisions
- (m) Notice of Intent to Award
- (n) Notice to Proceed
- (o) Change Order Form
- (p) Contract Field Order Form
- (q) Material and Equipment
- (r) Addenda As Follows:

No. _____ dated _____,

No. _____ dated _____,

No. _____ dated _____,

No. _____ dated _____,

No. _____ dated _____,

- 9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 10. The Contractor agrees that all materials, techniques, methods and safety are exclusively the responsibility of the Contractor and not the Owner.
- 11. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent, for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
- 12. The Contractor shall indemnify and save harmless the City of Inverness its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any

claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Owner, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents.

13. The breach of any provision of this contract and those provisions stated more fully in the specifications for the Whispering Pines Park Entrance Road Improvements dated , 2025 shall entitle Owner to collect damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.
14. The rights of the parties hereto shall be construed and be subject to the jurisdiction of the courts in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in Citrus County, Florida. The court of jurisdiction shall be the Circuit Court of the 5th Judicial Circuit in and for Citrus County, Florida.
15. Contractor, including its employees or agents, shall serve as an independent contractor and shall not be considered an agent or employee of the City of Inverness.

IN WITNESS WHEREOF, the parties thereto have executed, or cause to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER: City of Inverness
BY: _____
NAME: _____
Please Type/Print
TITLE: _____
DATE: _____

ATTEST:

NAME: Susan Jackson
Please Type/Print
TITLE: City Clerk

ATTEST:

NAME: _____
Please Type/Print
TITLE: _____

CONTRACTOR: _____
BY: _____
NAME: _____
Please Type/Print
ADDRESS: _____

DATE: _____

END OF SECTION

SECTION 00622 – APPLICATION FOR PAYMENT NO.

To: _____

Contract for: _____

For Work Accomplished through the date of: _____

ITEM			CONTRACTOR'S Schedule of Values			Work Completed	
			Unit Price	Quantity	Amount	Quantity	Amount
C.O. No.	Total	\$			\$		\$
C.O. No.		\$					

Accompanying Documentation:	GROSS AMOUNT DUE	\$	_____
Schedule of Items	LESS 10% RETAINAGE	\$	_____
_____	AMOUNT DUE TO DATE	\$	_____
_____	LESS PREVIOUS PAYMENTS	\$	_____
_____	AMOUNT DUE THIS APPLICATION	\$	_____

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER an account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: _____, 2025

By: _____ CONTRACTOR

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: _____, 2025

By: _____ OWNER

SECTION 00625 – CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Whispering Pines Park Entrance Road Improvements

Owner: City of Inverness

Owner's Contract No.: RFP# 2025-01-PR

Contract: RFP# 2025-01-PR

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, and Contractor, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

_____ Director of Public Works	_____ Date
-----------------------------------	---------------

_____ Accepted by Contractor	_____ Date
---------------------------------	---------------

_____ Accepted by Owner	_____ Date
----------------------------	---------------

END OF SECTION

SECTION 00630 – PERFORMANCE AND PAYMENT BOND

The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a Performance and Payment Bond in an amount equal to 100 percent (100%) of the Contract Price, if it exceeds \$100,000. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Owner.

Performance and Payment Bonds may be submitted on a standard form used by the Bidder's Surety Company. The Owner reserves the right to accept or reject the style and content of the Performance Bond Form submitted by the Bidder.

Performance and Payment Bonds shall be submitted with the executed Agreement.

END OF SECTION

SECTION 00650 – CERTIFICATE OF INSURANCE

A. INSURANCE REQUIREMENTS

1. Contractor shall purchase and maintain such comprehensive general liability and other insurance as required by the General Conditions.
2. The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

- a. Worker's Compensation and Related Coverage

(In Accordance with State and Federal Statutory Limits)

State Statutory

Applicable Federal (e.g., Longshoreman's) Statutory

Employer's Liability:

\$1,000,000 Each Employee

\$1,000,000 Each Accident

\$1,000,000 Disease Policy Limit

\$1,000,000 Disease Each Employee

- 3. Contractor's General Liability shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the Contractor:

- a. General Liability

\$1,000,000 General Aggregate (Except Products – Completed Operations)

\$1,000,000 Products – Completed Operations Aggregate

\$1,000,000 Each Occurrence (Bodily Injury and Property Damage)

\$1,000,000 Property Damage

- b. Excess or Umbrella Liability

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence

- c. Automobile Liability

\$500,000 Combined Single Limit

- d. Contractual Liability

\$1,000,000 each occurrence (bodily injury and property damage)

\$1,000,000 general aggregate

e. Property Insurance

Property Insurance to the full value of completed work. Property insurance will be subject to a maximum of \$500.00 deductible. Deductible for any claim shall be paid by Contractor at no expense to Owner.

B. CERTIFICATE OF INSURANCE FORM

1. The Certificate of Insurance submitted to the Owner shall be on the Insurance Company's form with a format similar to the popular ACORD Corporation form.
2. The Owner shall be shown as the Certificate Holder.
3. The Owners project name and work order number shall be shown on the Certificate.
4. The Certificate shall be submitted in triplicate along with the executed Contract Agreement and Performance and Payment Bonds.

END OF SECTION

SECTION 00700 – GENERAL CONDITIONS

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1.0 GENERAL

The purpose of this section is to identify terms, clarify the intent of the plans and specifications, designate liabilities, and warranties, specify the schedule of payment, and describe bonding and insurance requirements. These general conditions apply to the work as a whole and to each and all branches of the work. The contractor shall be supplied with a copy of these general conditions and no arrangements with the contractor are to be such as to conflict with the general conditions. They shall also apply to any extra work or modifications.

2.0 DEFINITIONS

- A. ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement that modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
- B. BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the price for the WORK to be performed.
- C. BIDDER – Any person, firm, or corporation submitting a BID for the WORK.
- D. BONDS – Bid, Performance-Payment Bond, and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.
- E. CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- F. CONTRACT DOCUMENTS – The contract, including Advertisement for BIDS, Information for BIDDERS, BID, BID BOND, Agreement, Performance Payment Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, SPECIFICATIONS, and ADDENDA.
- G. CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- H. CONTRACT TIME – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- I. CONTRACTOR – The person, firm, or corporation with whom the OWNER has executed the Agreement.
- I. FIELD ORDER – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the OWNER to the CONTRACTOR during construction.

- J. NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- K. NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- L. OWNER – A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.
- M. PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- N. SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- O. SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- P. SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- Q. WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- R. WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address or delivered in person to said party or their authorized representative on the WORK.

3.0 SUPERVISION AND INSPECTION

The supervision by the City of Inverness CEI of the work is for the purpose of assuring the Owner that the terms of the contract documents are being properly executed and it is not intended to relieve the Contractor from responsibility for the work and any work which proves faulty must be made right by him.

It is not incumbent upon the Owner to notify the Contractor to begin, to stop, to resume, or to give early notice or rejection of faulty materials or workmanship, or in any case to superintend to the extent of relieving the Contractor of responsibility or of any consequences of neglect or carelessness of himself or his subordinates.

It is mutually agreed that the Owner shall decide all questions, difficulties, and disputes of whatever nature, which may arise relative to the interpretation of the scope, construction, prosecution and fulfillment of this contract, and as to type, quantity and value of any work done, the materials furnished under or by means of this contract; and their estimates and decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

The Owner and their representatives shall at all times have safe access to the work, wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

If the specifications, the Owner's instruction, laws or ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and if the inspection is by another authority than the Owner, of the date fixed for such inspection. Inspections by the Owner shall be promptly made and where practicable at the source of supply.

All work done and materials furnished shall be subject at all times to inspection by the Owner and any part condemned by them shall be, as soon as possible, removed and replaced at the Contractor's expense. If the Contractor refuses to replace or delays an unwarranted length of time in replacing such condemned work, the Owner may stop the Contractor and the work, and all expenses pertaining thereto shall be deducted from the amount due, or to become due to the Contractor from the Owner.

Inspectors may be appointed to see that instructions of the Owner are carried out and that the plans and specifications are so complied with. The Owner shall not be barred from re-inspecting at any time, work passed on by the inspector, and making additional rejections for causes which may have been existent but not formerly apparent.

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

If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost uncovering and replacement. If said work is found to be not in accordance with the Contract Documents, the Contractor shall pay the cost.

4.0 SUPERINTENDENCE – SUPERVISION

The Contractor shall keep on his work during its progress a competent Superintendent and any necessary assistants all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Other directions shall be confined on written request in each case. The Contractor shall give efficient supervision of the work, using his best skill and attention. The superintendent shall be present on the site at all times, as required, to perform adequate supervision and coordination of the work to the Owner's satisfaction. If the Contractor, in the course of the work, finds any discrepancy between the specifications and the physical conditions of the locality, or any errors or omissions in specifications as given by points and instruction, it shall be his duty to immediately inform the Owner, in writing, and the Owner shall promptly verify the same. Any work done after such discovery shall be done at the Contractor's risk.

5.0 TESTING

Unless specified otherwise, the Contractor will designate an independent testing laboratory to be used for testing of materials and quality of construction on the project, and will pay the costs incurred by that testing laboratory. The Contractor shall pay the cost for any re-tests due to failures. The Contractor shall be responsible for causing to be performed all tests required in the specifications, prior to advancing to the next phase of construction. It shall be the responsibility of the Contractor to notify the City at least 48 hours in advance of any testing which he has scheduled so that the City may witness the test or the taking of test samples. The City may select the location of the entity to be tested or may leave it to the discretion of the technician employed by the laboratory if he so chooses.

The Contractor shall cause the City to be furnished with all certified test reports which verify satisfactory completion of the work.

6.0 MINIMUM SPECIFICATIONS

The intent of the Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in Accordance with the contract documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use by the Owner.

The roadway project and its components, and other attributes shall meet or exceed the specifications as identified within this document. Additional features will be considered in the overall comparison of the submitted proposals. Bidders shall identify in their bid which items below their bid meets. For those items below which their bid does not meet, bidders shall identify the specification they will supply in replacement.

Specifications shall follow the Florida Department of Transportation (FDOT) *“Standard Specifications for Road and Bridge Construction for Fiscal Year 2025-26”*. These specifications can be accessed online following the link below.

[FDOT Standard Specifications for Road and Bridge Construction FY 2025-26](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2025-25/fy2025-25ebookfinalcomp-revised3-4-24.pdf?sfvrsn=16ab03d_1)

(https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2025-25/fy2025-25ebookfinalcomp-revised3-4-24.pdf?sfvrsn=16ab03d_1)

The following Sections will apply to the Whispering Pines Park Entrance Road Improvements as applicable, (upon contradictions from these specifications and this bid document, this bid document shall control)..

- Local Agency Program (LAP) Division 1, Section 1 through Section 9.
- LAP Special Provisions Division II Construction Details
 - o Section 120 – Earthwork and Related Operations for LAP (Class-D)
 - o Section 334 – Asphalt Concrete for LAP (Class-D)
 - o Section 344 – Concrete for LAP (Class-D)
- FDOT Standard Specifications for Road and Bridge Division II Construction Details
 - o Section 101 - Mobilization
 - o Section 102 – Maintenance of Traffic
 - o Section 104 – Prevention, Control, and Abatement of Erosion and Water Pollution
 - o Section 110 – Clearing and Grubbing
 - o Section 160 – Stabilizing
 - o Section 285 – Optional Base Course
 - o Section 350 – Cement Concrete Pavement
 - o Section 430 – Pipe Culverts
 - o Section 520 - Concrete Gutter, Curb Elements and Traffic Separator
 - o Section 527 - Detectable Warnings
 - o Section 550 - Fencing
 - o Section 570 – Performance Turf
 - o Section 700 - Highway Signing
 - o Section 711 - Thermoplastic Pavement Markings
 - o Section 715 – Painted Pavement Markings

Specific specifications for Contractor include the following:

1. Worksite condition

The Contractor shall be responsible for damages occurring to any private and public property including trees, curbs, mailboxes, private yards, sidewalks and street signs. During the construction period the Contractor may leave their rollers, paver and other essential equipment only within areas designated by the Inverness Public Works Director. In no case shall equipment be left in a manner that blocks access to a private driveway or is not appropriately marked with reflective barricades to improve nighttime visibility. The Contractor shall not prime or resurface over any mud, dirt paper or other debris. Accumulated debris shall be removed by the contractor at their expense.

2. Maintenance of Traffic (MOT)

The Contractor shall schedule his work to minimize hazards and promote safety within the project area. Local traffic shall be able to use all streets during the resurfacing project and all private entrances shall remain passable. At a minimum signage must indicate Road Construction Ahead One Lane Road for each direction of travel on each street. Signs, barricades, and flagmen shall be utilized to protect public users

of these roadways and to prevent damage to their vehicles. Contractor to submit a MOT plan for review and approval by the City prior to implementation in the field.

Construction time to achieve final completion is **120** consecutive calendar days from the date of the Notice to Proceed

7.0 MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which interest is retained by the seller.

8.0 COMPLIANCE WITH STATUTES

The Contractor and all subcontractors shall secure all licenses and permits and comply with all laws, regulations and building codes as required by the State, City or Town, and County or agencies thereof, in which the project is to be constructed, also with all regulations for the protection of workers and in respect to wages and hours which may be promulgated by the Federal Government, and Laws of Florida, relating to prevailing wage rate for laborers, mechanics and apprentices on certain public works when said law is applicable.

9.0 PROTECTION OF WORK, PROPERTY, AND PERSONS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and all materials or equipment to be incorporated therein, whether stored on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, or anyone employed by either of them or anyone whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety or persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Owner prompt, written notice of any significant changes in the Work or deviations from the Contract Documents cause thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

10.0 CHANGES IN THE WORK

The Owner, without invalidating the contract, may order extra work to be done, or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such changes. In giving instructions, the Owner shall have the authority to make minor changes in the work, not involving extra cost, and not consistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Owner, and no claim for additions to the contract sum shall be valid unless so ordered.

11.0 CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. By unit price named in Contract and subsequently agreed upon.
- B. By a lump sum mutually agreed upon by the Owner and Contractor; or
- C. If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the wages of applied labor (including premiums for Workmen's Compensation Insurance, and Social Security taxes); plus twenty per centum (20%) as compensation or all items of profit, administration, overhead, superintendence, insurance other than Workmen's Compensation Insurance, materials used in temporary structures, allowances made by the Contractor to Subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools; plus the net cost to the Contractor for the materials

required in the extra work; plus the cost of rental for plant equipment (other than small tools) required and approved for the extra work.

The Owner may at any time, by a written order, without notice to the Sureties, and without invalidating the Contract, require the performance of such extra work or substantial changes in the work as it may find necessary or desirable, and the Contract amount shall be adjusted by Change Order as discussed above.

If the Contractor claims that any instruction or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof within a reasonable time after the receipt of such instruction, and in any event before proceeding to execute the work, except in emergency endangering lives or property, and the procedure shall then be as provided for in this section.

12.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed. The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time.

It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the Contractor has promptly given Written Notice of such delay to the Owner.

- A. To any preference, priority, or allocation under duly issued by the Owner.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

13.0 CORRECTION OF WORK

The Contractor shall promptly remove from the premises all Work rejected by the Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such work and store the materials at the expense of the Contractor.

14.0 SUSPENSION OF WORK, TERMINATION AND DELAY

The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, the Contractor shall be paid for:

1. 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;
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, 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;
3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. 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.

If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or disregards the authority of the Owner, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a Written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient.

In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such cost exceeds such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Owner and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and

terminate the Contract. In such case the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Owner fails to act on any request for payment within thirty (30) days after it is submitted, or if the Owner fails to pay the

Contractor substantially the sum approved by the Public Works Director, or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained.

In addition and in lieu of terminating the Contract, if the Owner has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner, stop the Work until paid all amounts then due, in which event and upon resumption of the Work, Change Order shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner.

15.0 PAYMENTS TO THE CONTRACTOR

If a pay request is submitted by the Contractor no later than the 1st day of each calendar month, then no later than the 30th day of each calendar month, the Owner will make partial payments to the Contractor on the basis of a certified estimate of the work performed during the preceding calendar month by the Contractor. Upon such estimate being made and approved by the Owner, the Owner will pay to the Contractor ninety (90) percent of the amount established in such an estimate as the value of the work completed. Such payment shall be considered, however, only as an advance payment and not as part of the final payment to the Contractor.

Materials in reasonable quantities which are delivered for incorporation in the work but not yet so used may be included on monthly estimates for payment. The Contractor shall submit with the monthly estimate to reflect the unincorporated material an original and one (1) copy of itemized receipted invoices certifying to the delivery of the quantity set forth on the estimate to the site of the work, upon the property of the Owner.

The Contractor shall mark or identify such material and shall be solely responsible for its safekeeping and usability at the time it is to be incorporated in the structure or project and shall, at his own expense, care for and protect the same and take out insurance against theft, loss from any other cause, damage, destruction and/or such other risks as may be involved, which would render the aforesaid materials unfit or unavailable for incorporation into the Project.

Payment for materials stored at the site shall be based on actual cost for same as shown by the receipted invoices and shall not exceed the cost of materials as indicated on the approved "breakdown sheet" for the particular items involved. It is understood and agreed that should the Owner at any time during the progress of the work consider the amount withheld on monthly estimates for payment to be in excess of the amount necessary to complete the work or necessary for the full and ample protection of the Owner, then the Owner, with the written consent of the Contractor's Surety, may reduce the percentage retained to an amount sufficient for the Owner's proper protection.

No estimate given, nor payments made, shall be conclusive of the performance of the contract either wholly or in part, and no estimates, payments or certificates of final payment shall be construed to be an acceptance of inferior or defective work or materials.

The Owner may withhold or, on account of subsequently discovered evidence, multiply the whole or a part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicting probable filing of claims.
- C. Failure of the Contractor to make payments promptly to subcontractors or for material, labor, or equipment.
- D. A reasonable doubt that the contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.
- F. Failure of Contractor to clean-up or restore the project site or right-of-ways.
- G. Insolvency of Contractor.
- H. Manifest intent of Contractor not to proceed diligently or to complete this Contract. When the above grounds are removed, payment shall be made for amounts withheld because of them.

16.0 LIENS AND FINAL PAYMENT

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs including administrative costs and a reasonable attorney's fee.

The final payment shall not become due and payable until the Contractor shall have furnished the Owner with satisfactory evidence that all labor, materials, outstanding claims and indebtedness of whatsoever nature arising out of the performance of the Contractor have been paid, and until the Contractor shall have furnished a written statement to such effect executed by the Contractor and Sureties, which will further provide that payment to the Contractor of the final estimate, shall not relieve any Surety of its obligation to the Owner as set forth in the Surety Bonds. Where one or more claims against the Contractor, which are in controversy, appear unsatisfied, the Owner shall have the discretion to direct final payment to be made, or a partial payment to be made, from the retained percentage, should it be determined that the withholding of the entire final payment would work a hardship on the Contractor or delay the final payments of other Contractors or Subcontractors on the Project. In such cases, the Contractor and Sureties shall provide the evidences and statements required under this paragraph, but shall itemize the claims which remain unsatisfied, giving the reason therefore, and the statements of the Surety Companies shall provide that the final payment or partial payment, as the case may be, shall not relieve any Surety of any obligations to the Owner, as set forth in the Surety Bonds. If only partial payment is permitted under this paragraph from the retained percentage, the final payment shall not be made until the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the Contractor have been paid and that payment to the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the contractor have been paid and that payment to the Contractor of the Contract balance shall not relieve the Surety of any of its obligations to the Owner as provided in the Surety's Bond.

17.0 ACCEPTANCE OF THE WORK, GUARANTEE, AND RELEASE

Following the completion of this contract, as such completion is defined in the specifications and as soon thereafter as practicable, the Owner or his representative will inspect the work and the Owner will make a final estimate of the amount and value of work done by the Contractor. If the said work appears to be satisfactory and appears to be done in accordance with the provisions and terms of the Contract Documents, the Owner, upon notice of completion from the Public Work Director, and within thirty-six (36) days after the final estimate of work is made and approved by the Owner as correct and unpaid, will pay to the Contractor the full value of the work done under this Contract, less any amounts previously paid and less any advances whatsoever, and the Owner will certify the work as completed and will accept it. Said acceptance will, however, be in all events conditional upon the subsequent remedying by the Contractor of defects in workmanship or materials which may become apparent within a period of one (1) year following the date of acceptance as herein required. In the event the Owner refuses or declines to certify the work as completed and accepted and make final payment therefore within thirty-six (36) days after notice, the Owner shall immediately set forth in writing to the Contractor the reasons for such non-acceptance of the Work. After all valid reasons for non-acceptance have been removed, the Owner shall execute the final certificate of completion and acceptance and shall make final payment hereunder.

All prior estimates and payments, including those relating the extra work, shall be subject to correction or adjustment by the final cost estimate. Such final payment, however, shall not serve as a release of the Contractor or of his Sureties from the previously required guarantee against defects in contract performance for a period of one (1) year following the date of acceptance of the Work by the Owner.

The acceptance by the Contractor of the final payment, made as aforesaid, shall operate as and shall be released to the Owner and every member and agent of both said parties from all claims and liabilities to the Contractor for anything done or furnished for, or relating to the Work, or for any act of neglect of the Owner or of any person relating to or effecting the work, but this final payment shall not relieve the Contractor from his indemnity, guarantee and/or warranty obligations under the terms of the contract.

As soon as is practical after twelve (12) months have elapsed from the date of completion as herein defined, the Owner shall make a review and re- inspection of the Work and performance of this Contract or cause the same to be made. If the said performance and work shall be found satisfactory and the work not to have deteriorated through defects in workmanship or materials, the Owner shall certify the release of the surety on the bond for performance of contract. If however, the review and re-inspection, or any prior inspection, discloses defects due to the non-fulfillment of this contract, or non-compliance with its requirements, the Owner shall so notify the Contractor in writing, and thereupon the Contractor shall, at his own expense, repair or replace and shall make good all defects in workmanship, materials, and guarantee, and shall rectify any non-compliance and such repairs and fulfillment shall be a prerequisite to the release of the Surety on the bond. If, however, the Contractor shall, after due notice, refuse or neglect to make good the defects to the satisfaction of the Owner, then the Owner may, and is hereby empowered to, proceed in the manner prescribed in the event of abandonment or forfeiture of the work by the Contractor, in which case completion by the Owner and the payment of claims for material and labor and other expense as provided in such procedures, shall be a prerequisite to the release of the surety on the Bond for Performance of Contract.

Within thirteen (13) months after the date of acceptance of the work, or as soon thereafter as practical, as herein before provided, following a re- inspection, and provided further that any repairs necessitated by defects in material or workmanship as determined by the Owner in the re-inspection shall have been made, the Owner will in writing finally release the Contractor, his sureties and all parties hereunder.

18.0 INSURANCE

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workmen's compensation, disability benefits and other similar benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- C. Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;
- D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the Owner.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, Liability Insurance as hereinafter specified.

Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by a Subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any accident.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's Compensation Insurance, including occupational disease problems, for all of the Contractor's employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

The Contractor shall secure, if applicable, "All Risk", type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor, and the Owner.

19.0 CONTRACT SECURITY

The bidder to whom the contract is awarded must, within ten (10) calendar days following notice of award, present himself for signing of the contract, and to substitute for the bid security, a surety performance-payment bond in the amount of one hundred per centum (100%) of the contract price, if it exceeds \$100,000, conditioned that the Contractor will faithfully perform all work of this contract and promptly pay for all materials furnished and labor supplied or performed in the prosecution of all work. All bonds and insurance shall be issued by companies authorized to transact business in the State of Florida.

END OF SECTION

SECTION 00800 – SPECIAL PROVISIONS

PART 1 – GENERAL

The Special Provisions of these specifications are intended as modifications or supplements to Information for Bidders; General Conditions; or Technical Specifications, in the intent that any provisions of this section shall govern. If at any time the specifications for this project are unclear, the Contractor shall contact the Owner immediately.

1.01 SCOPE OF WORK

The Contractor shall perform all work as shown in the construction plans and specifications.

1.02 CONTRACT ASSIGNMENT

Assignment of this Contract shall be allowed only by written approval by the City.

1.03 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the work and safety of the public. All barricades shall be well built and designed so as not to be blown over by the wind.

1.04 MAINTENANCE AND PROTECTION OF WORK

The Contractor shall maintain all earthwork construction throughout the life of the contract, unless otherwise provided, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Contractor shall repair, at his expense, except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work.

All channels excavated as a part of the contract work shall be maintained against natural shoaling or other encroachments to the lines, grades, and cross sections shown in the plans, until final acceptance of the project.

1.05 JOB CLEANLINESS

The Contractor shall be required to place maintain a neat and orderly construction operation. At the close of each work day the Contractor shall collect and store all loose debris and equipment and cause the areas to be left in a neat and orderly state. If at any time the Owner directs the Contractor to improve the conditions of any area associated with the Work, the Contractor shall immediately comply.

1.06 INSPECTION:

- A. GENERAL – The Owner, or Owners Representative shall be responsible for all field observations to assure compliance with requirements of these standards.
- B. INSPECTIONS – Construction inspections will periodically be conducted by the Owner or an authorized representative. The Contractor shall complete each specified item of work listed below which pertains to the project and notify the Owner at least forty-eight (48) hours in advance of a request for inspection. The Contractors project superintendent shall be present at all inspections and upon request by the inspector, furnish construction equipment to aid in the inspection.

The following are mandatory inspections which shall be conducted when the item of work applies to the subject project.

1. Substantial Completion Inspection – When all construction is completed. The Owner, or an authorized representative shall prepare a punch list indicating any unfinished items at this time.
2. Final Inspection – Final inspection will be conducted following the correction of the punch list items.

All inspections shall be requested, conducted and approved by the Owner or his representative prior to approval of the payment request for the item of work.

1.07 LEGAL REQUIREMENTS:

The Contractor's attention is directed to the safety regulations promulgated by the State of Florida, Department of Commerce and to the provisions of Chapter 403, Florida Statutes, regarding control of air and water pollution as well as the Rules and Regulations of the Department of Environmental Regulation.

The Contractor shall be responsible for obtaining all permits and obeying all Federal, State, County and City laws, by-laws, ordinances, resolutions, and regulations which pertain to his work.

The Contractor shall take care to strictly observe all applicable OSHA, State, Local or other Federal Standards with respect to the safety of persons during construction.

1.08 REMOVED MATERIALS

The CONTRACTOR shall haul all excess materials off the job site. It will be the CONTRACTOR's responsibility to dispose of all excess material in an off-site acceptable location. No additional payment will be made for hauling or disposal of excess material.

1.09 BARRICADES AND PROTECTION OF WORK

The Contractor shall protect his work, throughout its entire length, by the erection of suitable barricades and handrails where required. Contractor shall also comply with all laws or ordinances covering the protection of such work and the safety measures to be employed therein.

END OF SECTION

SECTION 00841 – NOTICE OF INTENT TO AWARD

To _____
CONTRACTOR

ADDRESS

CITY STATE ZIP

PROJECT: Whispering Pines Park Entrance Road Improvements

The Owner has considered the Bid submitted by you for the above described work in response to its Invitation to Bid dated _____, 2025.

You are hereby notified that your Bid has been accepted for items in the amount of \$_____.

You are required to execute the Agreement and furnish the required Contractor's Performance and Payment Bond, if contract exceeds \$100,000 and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and void.

You are required to return an acknowledged copy of the Notice of Intent to Award, executed Agreement, Bonds, and Insurance Certificates to Susan Jackson, City Clerk.

Dated this _____ day of _____, 2025.

OWNER: City of Inverness

BY: _____ TITLE: City Manager

BY: _____ TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this _____ day of _____, 2025.

BY: _____ TITLE: _____

END OF SECTION

SECTION 00842 – NOTICE TO PROCEED

To: _____

PROJECT: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 2025. The Contract time for Substantial Completion is **90** consecutive calendar days from the date of commencement. The Contract time for Final Completion is **120** consecutive calendar days from the date of commencement. The Contract time commences to run on _____, _____. The date of Substantial Completion is _____, _____. The date of Final Completion is _____, _____.

OWNER: _____

BY: _____

DATE: _____

BY: _____

DATE: _____

You are required to return an acknowledged copy of the Notice to Proceed to the office of the City Clerk.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ this _____ day of _____, 2025.

BY: _____

TITLE: _____

END OF SECTION

SECTION 00850 – CONTRACT CHANGE ORDER

Change Order No. _____

Date of Issuance: _____		Effective Date: _____
Project: _____	Owner: _____	Owner's Contract No.: _____
Contract: _____		Date of Contract: _____
Contractor: _____		Engineer's Project No.: _____

The Contract Documents are modified as follows upon execution of this Change Order:

Description: _____

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: _____	Original Contract Times: ☐ Working days ☐ Calendar days
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. __: _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: _____
\$ _____	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order: _____	Contract Times prior to this Change Order: _____
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: _____	[Increase] [Decrease] of this Change Order: _____
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: _____	Contract Times with all approved Change Orders: _____
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
RECOMMENDED: _____	ACCEPTED: _____
By: _____	By: _____
PW Director(Authorized Signature)	Owner (Authorized Signature)
Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	Contractor (Authorized Signature)
	Date: _____

END OF SECTION

SECTION 00860 – CONTRACT FIELD ORDER

Field Order No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Contractor's Project No.:

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Owner immediately and before proceeding with this Work.

Reference:

(Specification Section(s)) (Drawing(s) / Detail(s))

Description: _____

Attachments:

	Owner:
Receipt Acknowledged by Contractor:	Date:

Copy to Owner

EJCDC C-942 Field Order
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
Page 1 of 1

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products
- B. Workmanship
- C. Manufacturer's Instructions
- D. Transportation and Handling
- E. Storage and Protection
- F. Product Options

1.02 RELATED REQUIREMENTS

- A. General provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.

1.03 PRODUCTS

- A. Products include materials, products, equipment and systems.
- B. Comply with specifications and referenced standards as minimum.
- C. DO NOT provide used materials and products.

1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and rocking.

1.05 MANUFACTURER'S INSTRUCTIONS

- A. When work is specified to comply with manufacturer's printed instructions, obtain and distribute copies to persons involved, and maintain one set at job site in field office.
- B. Perform work in accordance with manufacturer's instructions and specified requirements.

- C. Should a conflict exist between Specifications and manufacturer's instructions, consult with Owner.

1.06 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules; coordinate to avoid delay of progress, conflict with work and with conditions at the site.
- B. Transport products by methods to avoid product damage; deliver dry in an undamaged condition in manufacturer's unopened containers or packaging.
- C. Provide equipment and personnel to handle product by methods to prevent soiling or damage.
- D. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.

1.07 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

1.08 PRODUCT OPTIONS

- A. There shall be no Product Options or Substitutions.

END OF SECTION

BID TABULATION FORM

BASIS OF BID

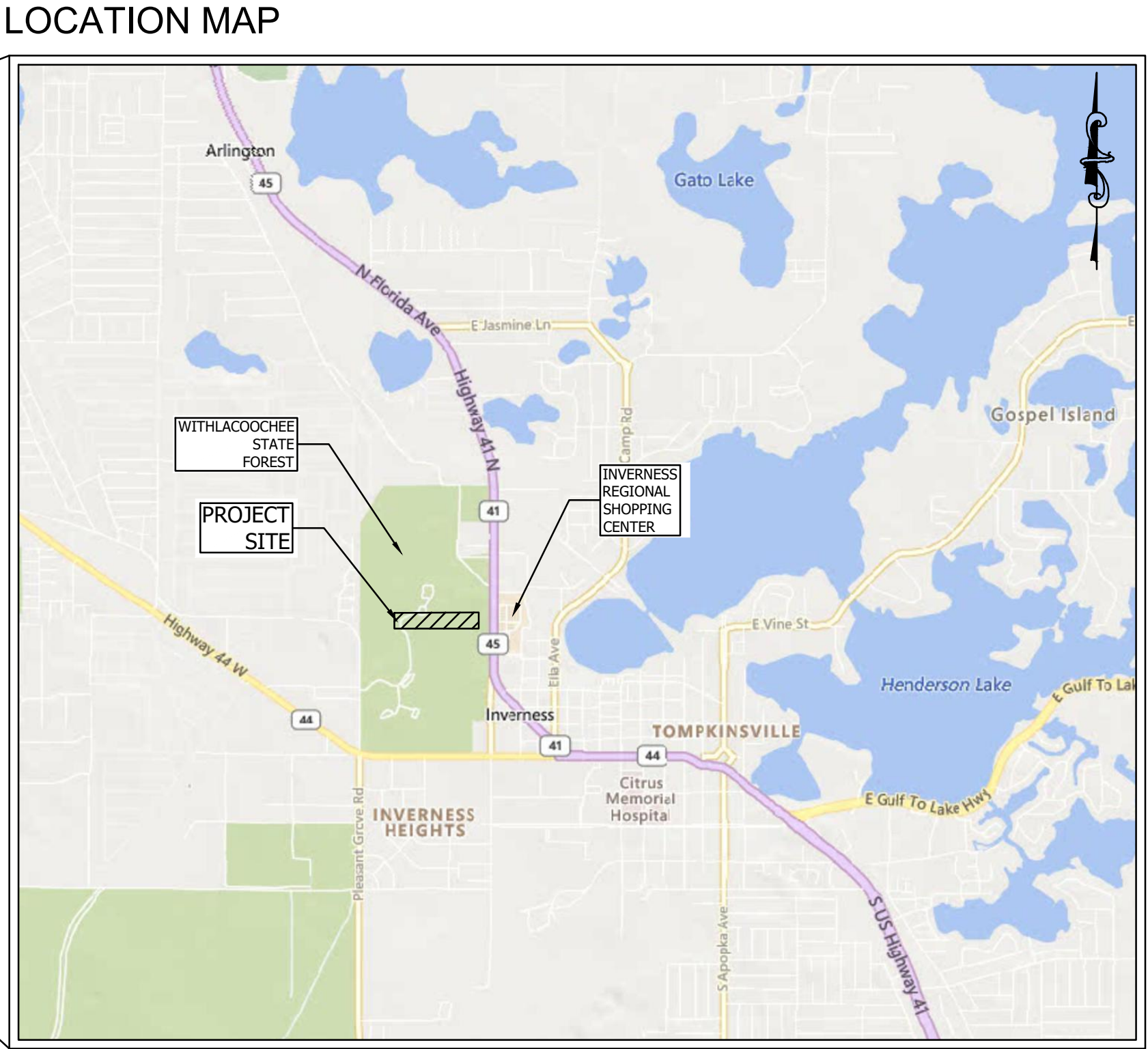
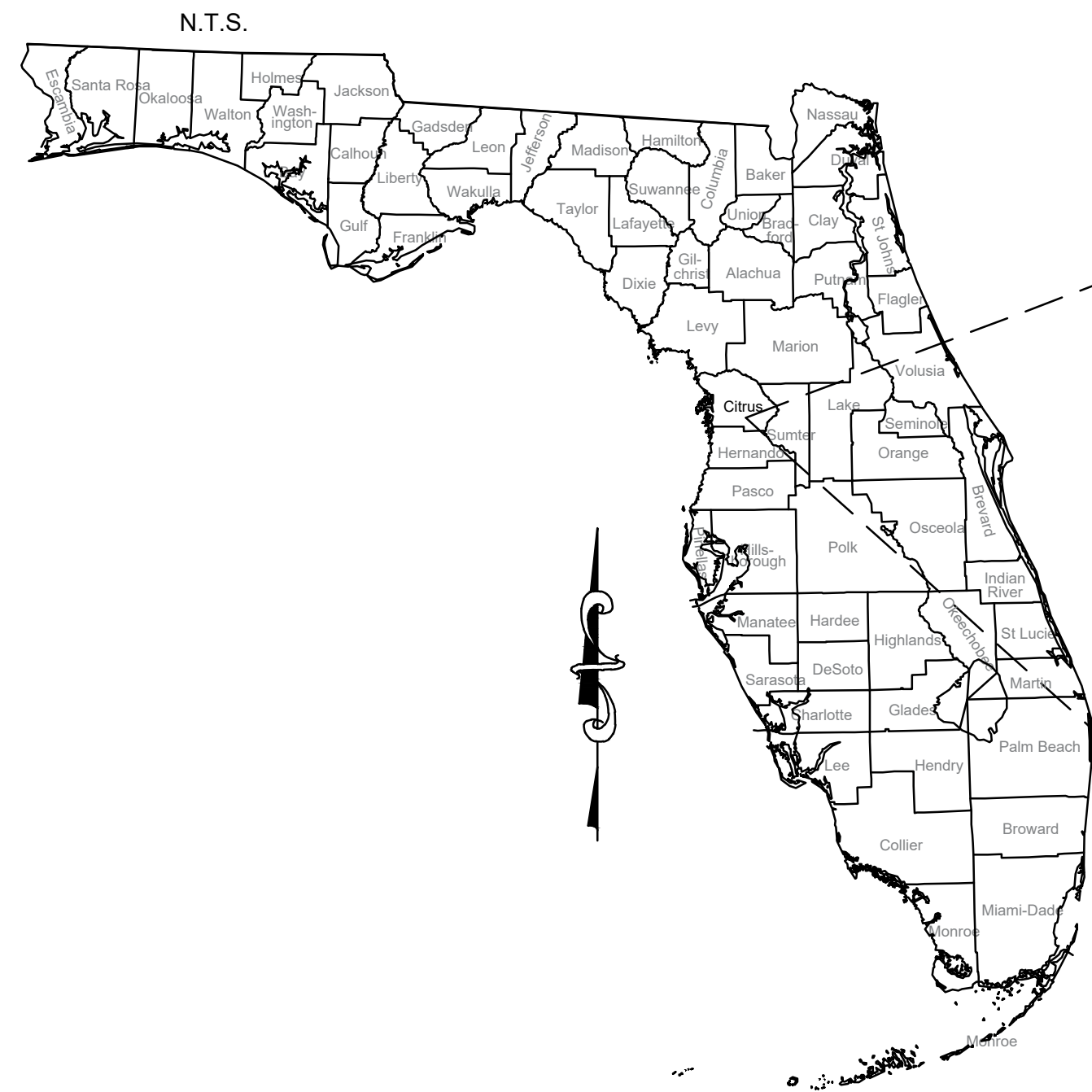
Bidder will complete the Work in accordance with the Contract Documents for the following price(s):					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
101-1	Mobilization/ Demobilization	LS	1		
102-1	Maintenance of Traffic	LS	1		
104-13-1	Sediment Barrier	LF	2,660		
104-15	Soil Tracking Prevention Device	EA	1		
110-2-2	Selective Clearing and Grubbing, Areas with Trees to Remain	AC	2.09		
120-1	Regular Excavation	CY	1,600		
120-6	Embankment	CY	5,240		
160-4	Type B Stabilization	SY	4078		
285-7-06	Optional Base, Base Group 06	SY	4,078		
334 -1-12	Superpave Asphaltic Conc, Traffic B	TN	259		
350-3-1	Plain Cement Concrete Pavement, 6"	SY	401		
430-175-118	Pipe Culvert, Optional Material, Round, 18"S/CD	LF	180		
430-982-125	Mitered End Section, Optional Round 18" CD	EA	4		
520-2-4	Concrete Curb, Type D	LF	150		
527 -2	Detectable Warnings	SF	96		
530 -3 -4	Riprap, Rubble, F&I, Ditch Lining	TN	1		
550-605-13	Fence Gate, Tubular Metal Pipe, Single, 12.1-20.0' Opening	EA	2		
570 -1 -2	Performance Turf, Sod	SY	7734		
580 -1 -1	Landscape Complete, Small Plants	LS	1		

BID TABULATION FORM

Bidder will complete the Work in accordance with the Contract Documents for the following price(s): Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
635 -2-14	Pull & Splice Handhole	EA	1		
639 -1111	Electrical Power Service, F&I, Overhead, Meter Furnished by Power Company	EA	1		
700 -1-12	Single Post Sign, F&I Ground Mount, 12-20 SF	EA	21		
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	31		
711-11-129	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR SPEED REDUCTION MARKINGS	LF	421		
711-11-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	0.15		
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	34		
711-11-231	THERMOPLASTIC, STANDARD, YELLOW, 10-30 SKIP, 6"	GM	0.13		
711-14-123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	LF	155		
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	147		
715-67000	Light Pole Complete, F&I, Standard, Pole, Standard Foundation, 25" Mounting Height, O' Arm Length Type SA	EA	2		
Total of All Unit Price Bid Items					\$

WHISPERING PINES PARK
ENTRANCE ROAD
IMPROVEMENTS
CONSTRUCTION PLANS
1700 FOREST DRIVE
INVERNESS, FL 34453

(FINANCIAL PROJECT ID 453239-1-54-01)



PROJECT LOCATED IN
SECTION 7 & 18 / TOWNSHIP 19 SOUTH / RANGE 20 EAST
CITRUS COUNTY, FL

SHEET INDEX	
Sheet Number	Sheet Title
C-001	COVER SHEET
C-002	SIGNATURE SHEET
C-003	GENERAL NOTES
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C-200	SITE DEMOLITION PLAN
C-201	SITE DEMOLITION PLAN
C-300	PAVING, GRADING AND DRAINAGE PLAN
C-301	PAVING, GRADING AND DRAINAGE PLAN
C-302	PAVING, GRADING AND DRAINAGE PLAN
C-303	ROADWAY CROSS SECTIONS
C-304	DRAINAGE MAPS
C-400	SIGNAGE AND STRIPING PLAN
C-500	EROSION AND SEDEMENTATION CONTROL DETAILS
C-501	PAVING, GRADING AND DRAINAGE DETAILS
C-502	PAVING GRADING AND DRAINAGE DETAILS
LD-100	TREE DISPOSITION PLAN
LD-101	TREE DISPOSITION PLAN
LD-102	TREE DISPOSITION LIST
LD-103	TREE PROTECTION DETAILS
LP-100	LANDSCAPE PLAN
E-001	ELECTRICAL LEGEND AND GENERAL NOTES
E-002	LUMINARIES SCHEDULE AND DETAILS
E-003	ELECTRICAL SPECIFICATION
E-004	ELECTRICAL SPECIFICATION
E-005	ELECTRICAL SITE PLAN AND RISER DIAGRAM

NOTE
THE CONSTRUCTION OF THE PROJECT TO BE MANAGED BY THE CITY IF INVERNESS THE FUNDING OF THE PROJECT TO BE PROVIDED BY FLORIDA DEPARTMENT OF TRANSPORTATION UNDER PROJECT ID 453239-1-54-01

GOVERNING STANDARD PLANS
FLORIDA DEPARTMENT OF TRANSPORTATION, FY2024-25 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISION (IRS).
STANDARD PLANS FOR ROAD CONSTRUCTION AND ASSOCIATED IRS ARE AVAILABLE AT THE FOLLOWING WEBSITE:
[HTTP://WWW.FDOT.GOV/DESIGN/STANDARDPLANS](http://www.fdot.gov/design/standardplans)

GOVERNING STANDARD SPECIFICATION
FLORIDA DEPARTMENT OF TRANSPORTATION, FY2023-24 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:
[HTTP://WWW.FDOT.GOV/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS](http://www.fdot.gov/programmanagement/implemented/specbooks)

VERTICAL DATUM:
NORTH AMERICAN VERTICAL DATUM OF 1988
(NAVD88)

HORIZONTAL DATUM:
NORTH AMERICAN DATUM OF 1983, FLORIDA STATE
PLANES, WEST ZONE, U.S. FEET (NAD83)



PREPARED BY:



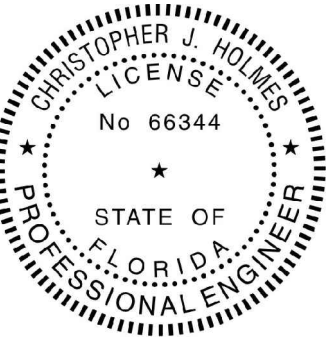
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CONSULTANTS:

PROJECT TITLE:

WHISPERING PINES PARK
ENTRANCE ROAD
IMPROVEMENTS

ENGINEER OF RECORD
CHRIS J. HOLMES, PE
P.E. #66344
ON 2025-03-20



NO.	DATE	DESCRIPTION

DRAWN DATE: 11/22/24
DRAWN BY: GAT
CHECKED BY: CJH
PROJECT #: 4279.05

CONSTRUCTION PLANS

SHEET #: C-001
TOTAL SHEETS 26

GENERAL CONSTRUCTION NOTES

- STANDARDS AND SPECIFICATIONS: ALL MATERIALS, CONSTRUCTION METHODS, WORKMANSHIP, EQUIPMENT, SERVICES AND TESTING FOR ALL PUBLIC IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE GOVERNING AUTHORITIES' ORDINANCES, REGULATIONS, REQUIREMENTS, STATUTES, SPECIFICATIONS AND DETAILS. LATEST PRINTING AND AMENDMENTS TO THE GOVERNING AUTHORITIES' REQUIREMENTS, THE MORE STRINGENT SHALL APPLY. DEPARTMENT REQUIREMENTS, PLUMBING CODES, AND FIRE DEPARTMENT REGULATIONS SHALL TAKE PRECEDENT FOR ALL PRIVATE IMPROVEMENTS WHERE APPLICABLE. ALL OTHER PRIVATE CONSTRUCTION NOT REGULATED BY THE GOVERNING AUTHORITY SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST PRINTING AND AMENDMENTS THERE TO, EXCEPT AS MODIFIED BY THE PROJECT CONTRACT DOCUMENTS.
- EXAMINATION OF PLANS: PRIOR TO COMMENCING ANY CONSTRUCTION, THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS. FAILURE ON THE PART OF THE CONTRACTOR TO FAMILIARIZE THEMSELVES WITH ALL STANDARDS AND SPECIFICATIONS PERTAINING TO THE WORK SHALL IN NO WAY RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.
- EXAMINATION OF SITE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR INVESTIGATING AND SATISFYING THEMSELVES AS TO THE CONDITIONS AFFECTING THE WORK, INCLUDING BUT NOT RESTRICTED TO THOSE BEARING UPON TRANSPORTATION, DISPOSAL, HANDLING AND STORAGE OF MATERIALS, AVAILABILITY OF LABOR, WATER, ELECTRICAL POWER, ROADS AND UNCERTAINTIES OF WEATHER, OR SIMILAR PHYSICAL CONDITIONS AT THE SITE, CONDITIONS OF THE GROUND, THE CHARACTER OF EQUIPMENT AND FACILITIES NEEDED PRELIMINARY TO AND DURING THE PERFORMANCE OF THE WORK. FAILURE BY THE CONTRACTOR TO ACQUAINT THEMSELVES WITH THE AVAILABLE INFORMATION WILL NOT RELIEVE THEM FROM RESPONSIBILITY FOR ESTIMATING THE DIFFICULTY OR COST OF SUCCESSFULLY PERFORMING THE WORK.
- SUBSURFACE INVESTIGATION: SUBSURFACE EXPLORATION TO ASCERTAIN THE NATURE OF SOILS HAS BEEN PERFORMED BY THE GEOTECHNICAL ENGINEER OF RECORD ON THE PROJECT. THE SUBSURFACE INFORMATION WILL BE MADE AVAILABLE FOR THE CONTRACTOR'S USE. THE ENGINEER DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY, TRUE LOCATION AND EXTENT OF THE SOILS INFORMATION PREPARED BY OTHERS.
- TOPOGRAPHIC SURVEY: TOPOGRAPHIC SURVEY INFORMATION SHOWN ON THE PLANS IS PROVIDED FOR INFORMATIONAL PURPOSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE INFORMATION SHOWN IS CORRECT, AND SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY ERRORS, DISCREPANCIES OR OMISSIONS TO THE SURVEY INFORMATION PROVIDED.
- COMPLIANCE WITH LAWS: THE CONTRACTOR SHALL FULLY COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS, INCLUDING ALL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO THIS CONTRACT AND THE WORK TO BE DONE THEREUNDER, WHICH EXIST OR MAY BE ENACTED LATER BY GOVERNMENTAL BODIES HAVING JURISDICTION OR AUTHORITY FOR SUCH ENACTMENT. ALL WORK REQUIRED UNDER THIS CONTRACT SHALL COMPLY WITH ALL REQUIREMENTS OF LAW, REGULATION, PERMIT OR LICENSE. IF THE CONTRACTOR FINDS THAT THERE IS A VARIANCE, THEY SHALL IMMEDIATELY REPORT THIS TO THE OWNER FOR RESOLUTION.
- PUBLIC CONVENIENCE AND SAFETY: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS DURING PERFORMANCE OF THE WORK. THIS RESPONSIBILITY SHALL BE APPLIED CONTINUOUSLY AND NOT BE LIMITED TO THE NORMAL WORKING HOURS. MATERIALS STORED ON THE WORK SITE SHALL BE PLACED, AND THE WORK SHALL AT ALL TIMES BE SO CONDUCTED, AS TO CAUSE NO GREATER OBSTRUCTION TO THE TRAVELING PUBLIC THAN IS CONSIDERED ACCEPTABLE BY THE GOVERNING AUTHORITIES AND THE OWNER AND NOT TO PREVENT FREE UNINTERRUPTED ACCESS TO ALL FIRE HYDRANTS, WATER VALVES, GAS VALVES, MANHOLES AND FIRE ALARM OR POLICE CALL BOXES IN THE VICINITY.
- STORM WATER POLLUTION PREVENTION PLAN (SWPPP): THE CONTRACTOR SHALL COMPLY WITH THE CONDITIONS OF THE SWPPP WHILE CONDUCTING THEIR ACTIVITIES ON THE PROJECT.
- PERMITS AND LICENSES: THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS AND LICENSES NECESSARY FOR THE EXECUTION OF THE WORK AND SHALL FULLY COMPLY WITH ALL THEIR TERMS AND CONDITIONS. WHENEVER THE WORK UNDER THIS CONTRACT REQUIRES THE OBTAINING OF PERMITS FROM THE GOVERNING AUTHORITIES, THE CONTRACTOR SHALL FURNISH DUPLICATE COPIES OF SUCH PERMITS TO THE OWNER BEFORE THE WORK COVERED THEREBY IS STARTED. NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS HAVE BEEN OBTAINED.
- APPROVED PLANS: THE CONTRACTOR SHALL HAVE AT LEAST ONE SET OF APPROVED PLANS ON-SITE AT ALL TIMES.
- BONDS: PERFORMANCE, PAYMENT AND MAINTENANCE BONDS MAY BE REQUIRED FROM THE CONTRACTOR FOR "PUBLIC" IMPROVEMENTS. IF REQUIRED, THE CONTRACTOR SHALL PROVIDE THE BONDS IN THE FORM AND IN THE AMOUNTS AS REQUIRED BY THE GOVERNING AUTHORITIES. COSTS ASSOCIATED WITH PROVIDING THE BONDS SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
- TESTING: THE TESTING AND CONTROL OF ALL MATERIALS USED IN THE WORK SHALL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY EMPLOYED AND PAID DIRECTLY BY THE OWNER. IN THE EVENT THE RESULTS OF INITIAL TESTING DO NOT COMPLY WITH THE PLANS AND SPECIFICATIONS, SUBSEQUENT TESTS NECESSARY TO DETERMINE THE ACCEPTABILITY OF MATERIALS OR CONSTRUCTION SHALL BE AT THE CONTRACTOR'S EXPENSE.
- INSPECTION: THE GOVERNING AUTHORITIES AND/OR THE OWNER WILL PROVIDE INSPECTION OF THE PROPOSED CONSTRUCTION. THE OWNER SHALL PAY THE COSTS FOR INSPECTION SERVICES. THE CONTRACTOR SHALL PROVIDE SUFFICIENT NOTICE WELL IN ADVANCE OF PENDING CONSTRUCTION ACTIVITIES TO THE GOVERNING AUTHORITIES AND/OR OWNER FOR SCHEDULING OF INSPECTION SERVICES.
- SHOP DRAWINGS: THE CONTRACTOR SHALL HAVE PREPARED, REVIEW, AND SUBMIT ALL SHOP DRAWINGS, PRODUCT DATA AND SAMPLES REQUIRED BY THE GOVERNING AUTHORITIES AND THE PROJECT CONTRACT DOCUMENTS.
- SURVEYING: ALL SURVEYING REQUIRED FOR CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE OWNER SHALL PAY THE COSTS FOR SURVEYING SERVICES. THE CONTRACTOR SHALL PROVIDE SUFFICIENT NOTICE WELL IN ADVANCE OF PENDING CONSTRUCTION ACTIVITIES TO THE GOVERNING AUTHORITIES AND/OR OWNER FOR SCHEDULING OF SURVEYING SERVICES.
- PROTECTION OF PROPERTY CORNERS AND BENCHMARKS: THE CONTRACTOR SHALL PROTECT ALL PROPERTY CORNER MARKERS AND BENCHMARKS. WHEN ANY SUCH MARKERS OR BENCHMARKS ARE IN DANGER OF BEING DISTURBED, THEY SHALL BE PROPERLY REFERENCED AND IF DISTURBED SHALL BE RESET BY A REGISTERED PUBLIC SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
- EXISTING STRUCTURES: THE PLANS SHOW THE LOCATION OF ALL KNOWN SURFACE AND SUBSURFACE STRUCTURES, HOWEVER, THE DEVELOPER AND ENGINEER ASSUME NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE STRUCTURES ON THE PLANS, OR TO SHOW THEM IN THEIR EXACT LOCATION. SUCH FAILURE SHALL NOT BE CONSIDERED SUFFICIENT BASIS FOR CLAIMS FOR ADDITIONAL COMPENSATION FOR EXTRA WORK OR FOR INCREASING THE PAY QUANTITIES IN ANY MANNER WHATSOEVER, UNLESS THE OBSTRUCTION ENCOUNTERED IS SUCH AS TO REQUIRE CHANGES IN THE LINES OR GRADES, OR REQUIRE THE CONSTRUCTION OF SPECIAL WORK, FOR WHICH PROVISIONS ARE NOT MADE IN THE PLANS.
- PROTECTION OF EXISTING UTILITIES: AS REQUIRED BY "THE FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT," ONE CALL SYSTEM MUST BE CONTACTED (811) AT LEAST 48 HOURS PRIOR TO EXCAVATION OPERATIONS BEING PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ONE CALL SYSTEM, THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS ARE BASED ON THE BEST RECORDS AND/OR FIELD INFORMATION AVAILABLE AND ARE NOT GUARANTEED BY THE OWNER OR ENGINEER TO BE ACCURATE AS TO THE LOCATION AND DEPTH. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS OF ADJACENT AND/OR CONFLICTING UTILITIES SUFFICIENTLY IN ADVANCE OF THEIR ACTIVITIES IN ORDER THAT THEY MAY NEGOTIATE SUCH LOCAL ADJUSTMENTS AS NECESSARY IN THE CONSTRUCTION PROCESS TO PROVIDE ADEQUATE CLEARANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL EXISTING UTILITIES, SERVICES, AND STRUCTURES ENCOUNTERED, WHETHER OR NOT THEY ARE ON THE PLANS. ANY DAMAGE TO UTILITIES RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT HIS EXPENSE. TO AVOID UNNECESSARY INTERFERENCES OR DELAYS, THE CONTRACTOR SHALL COORDINATE ALL UTILITY REMOVALS, REPLACEMENTS AND CONSTRUCTION WITH THE APPROPRIATE GOVERNING AUTHORITIES. THE OWNER WILL NOT BE LIABLE FOR DAMAGES DUE TO DELAY BECAUSE OF THE ABOVE.
- DAMAGE TO EXISTING FACILITIES: ALL EXISTING UTILITIES, PAVEMENT, SIDEWALKS, WALLS, FENCES, ETC. DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE TO A CONDITION AS GOOD OR BETTER THAN THE CONDITIONS PRIOR TO STARTING THE WORK.
- FIRE AND SAFETY SYSTEMS: THE CONTRACTOR SHALL NOT REMOVE, DISABLE, OR DISRUPT EXISTING FIRE OR LIFE SAFETY SYSTEMS WITHOUT RECEIVING PRIOR WRITTEN PERMISSION FROM THE GOVERNING AUTHORITY.
- TRENCH SAFETY: THE CONTRACTOR IS RESPONSIBLE FOR HAVING A TRENCH SAFETY PLAN PREPARED IN ACCORDANCE WITH OSHA REQUIREMENTS BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA FOR THE IMPLEMENTATION OF TRENCH SAFETY CONTROL MEASURES THAT WILL BE IN EFFECT DURING THE CONSTRUCTION OF THE PROJECT. THE COSTS FOR PREPARATION OF THE TRENCH SAFETY PLAN SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
- ACCESS TO ADJACENT PROPERTIES: ACCESS TO ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES UNLESS OTHERWISE DIRECTED BY THE GOVERNING AUTHORITIES AND/OR OWNER.
- ACCESS ROUTES, STAGING AREAS AND STORAGE AREAS: ALL PRIVATE HAUL ROADS AND ACCESS ROUTES AND THE LOCATION OF ALL STAGING AREAS AND STORAGE AREAS SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND REPAIRING ALL ROADS AND OTHER FACILITIES USED DURING CONSTRUCTION. UPON COMPLETION OF THE PROJECT, ALL HAUL ROADS, ACCESS ROADS, STAGING AREAS AND STORAGE AREAS SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT AT THE TIME THE CONTRACTOR COMMENCES WORK ON THE PROJECT.
- PARKING OF CONSTRUCTION EQUIPMENT: AT NIGHT AND DURING ALL OTHER PERIODS OF TIME WHEN EQUIPMENT IS NOT BEING ACTIVELY USED FOR THE CONSTRUCTION WORK, THE CONTRACTOR SHALL PARK THE EQUIPMENT AT LOCATIONS WHICH ARE APPROVED BY THE OWNER. DURING THE CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL COMPLY WITH THE PRESENT ZONING REQUIREMENTS OF THE GOVERNING

AUTHORITIES IN THE USE OF VACANT PROPERTY FOR STORAGE PURPOSES. THE CONTRACTOR SHALL ALSO PROVIDE ADEQUATE BARRICADES, MARKERS AND LIGHTS TO PROTECT THE OWNER, THE GOVERNING AUTHORITIES, THE PUBLIC AND THE OTHER WORK. ALL BARRICADES, LIGHTS AND MARKERS MUST MEET THE REQUIREMENTS OF THE GOVERNING AUTHORITIES' REGULATIONS.

- WATER FOR CONSTRUCTION: THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR PURCHASING WATER FROM THE GOVERNING AUTHORITY FOR THEIR USE ON THE PROJECT SITE. COSTS ASSOCIATED WITH THIS SERVICE SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
- TEMPORARY ELECTRIC AND COMMUNICATIONS FOR CONSTRUCTION: THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR INSTALLATION AND PURCHASING OF TEMPORARY ELECTRIC AND COMMUNICATIONS SERVICES FROM THE GOVERNING AUTHORITIES FOR THEIR USE ON THE PROJECT SITE. COSTS ASSOCIATED WITH PURCHASING THESE SERVICES SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
- FENCES: ALL FENCES ENCOUNTERED AND REMOVED DURING CONSTRUCTION, EXCEPT THOSE DESIGNATED TO BE REMOVED OR RELOCATED, SHALL BE RESTORED TO THE ORIGINAL OR BETTER THAN CONDITION UPON COMPLETION OF THE PROJECT. WHERE WIRE FENCING, EITHER WIRE MESH OR BARBED WIRE, IS NOT TO BE CROSSED, THE CONTRACTOR SHALL SET CROSS-BRACED POSTS ON EITHER SIDE OF THE CROSSING. TEMPORARY FENCING SHALL BE ERECTED IN PLACE OF THE FENCING REMOVED WHENEVER THE WORK IS NOT IN PROGRESS AND WHEN THE SITE IS VACATED OVERNIGHT AND/OR AT ALL TIMES TO PREVENT PERSONS AND/OR LIVESTOCK FROM ENTERING THE CONSTRUCTION AREA. THE COST OF FENCE REMOVAL, TEMPORARY CLOSURES AND REPLACEMENT SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
- COORDINATION WITH OTHERS: IN THE EVENT THAT OTHER CONTRACTORS ARE DOING WORK IN THE SAME AREA SIMULTANEOUSLY WITH THE PROJECT, THE CONTRACTOR SHALL COORDINATE THEIR PROPOSED CONSTRUCTION WITH THAT OF THE OTHER CONTRACTORS.
- CONDITION OF SITE DURING CONSTRUCTION: THE CONTRACTOR SHALL KEEP THE SITE OF THE WORK AND ADJACENT PREMISES AS FREE FROM MATERIAL, DEBRIS AND RUBBISH AS IS PRACTICABLE. THE CONTRACTOR SHALL REMOVE MATERIAL, DEBRIS AND RUBBISH FROM ANY PORTION OF THE SITE IF, IN THE OPINION OF THE OWNER, SUCH MATERIAL, DEBRIS OR RUBBISH CONSTITUTES A NUISANCE OR IS OBJECTIONABLE.
- EXISTING ROADWAYS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE CLEANLINESS OF EXISTING PAVED ROADS. COSTS ASSOCIATED WITH MAINTAINING THE CLEANLINESS OF EXISTING ROADS SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
- DUST CONTROL: THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO CONTROL DUST ON THE PROJECT SITE BY SPRINKLING OF WATER, OR BY ANY OTHER METHODS APPROVED BY THE GOVERNING AUTHORITIES. COSTS ASSOCIATED WITH DUST CONTROL SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
- CLEAN UP FOR FINAL ACCEPTANCE: THE CONTRACTOR SHALL MAKE A FINAL CLEAN UP OF ALL PARTS OF THE WORK PRIOR TO ACCEPTANCE BY THE OWNER. THIS CLEAN UP SHALL INCLUDE REMOVAL OF ALL OBJECTIONABLE MATERIALS AND, IN GENERAL, PREPARING THE SITE OF THE WORK IN AN ORDERLY MANNER OF APPEARANCE.
- REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK: ALL WORK, WHICH HAS BEEN REJECTED OR CONDEMNED, SHALL BE REPAIRED, OR IF IT CANNOT BE REPAIRED SATISFACTORILY, IT SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. DEFECTIVE MATERIALS SHALL BE IMMEDIATELY REMOVED FROM THE WORK SITE. WORK DONE BEYOND THE JOB OR NOT IN CONFORMITY WITH THE GRADDES SHOWN ON THE DRAWINGS OR AS PROVIDED, WORK DONE WITHOUT REQUIRED INSPECTION, OR ANY EXTRA OR UNCLASSIFIED WORK DONE WITHOUT WRITTEN AUTHORITY AND PRIOR AGREEMENT IN WRITING AS TO PRICES, SHALL BE AT THE CONTRACTOR'S RISK, AND WILL BE CONSIDERED UNAUTHORIZED, AND AT THE OPTION OF THE OWNER MAY NOT BE MEASURED AND PAID FOR AND MAY BE ORDERED REMOVED AT THE CONTRACTOR'S EXPENSE. UPON FAILURE OF THE CONTRACTOR TO REPAIR OR REMOVE OR REPLACE, IF SO DIRECTED, REJECTED, UNAUTHORIZED OR CONDEMNED WORK OR MATERIALS IMMEDIATELY AFTER RECEIVING NOTICE FROM THE OWNER, THE OWNER WILL, AFTER GIVING WRITTEN NOTICE TO THE CONTRACTOR, HAVE THE AUTHORITY TO CAUSE DEFECTIVE WORK TO BE REMEDIED OR REMOVED AND REPLACED, OR TO CAUSE UNAUTHORIZED WORK TO BE REMOVED AND TO DEDUCT THE COST THEREOF ANY MONIES DUE TO OR TO BECOME DUE TO THE CONTRACTOR.
- DISPOSITION AND DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS: ALL MATERIALS TO BE REMOVED FROM THE SITE INCLUDING BUT NOT LIMITED TO EXCESS AND UNSUITABLE MATERIALS SUCH AS CONCRETE, ASPHALT, LARGE ROCKS, REFUSE, AND OTHER DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OUTSIDE THE LIMITS OF THE PROJECT. CONTRACTOR SHALL ALSO COMPLY WITH ALL APPLICABLE LAWS GOVERNING SPILLAGE OF DEBRIS WHILE TRANSPORTING TO A DISPOSAL SITE. COSTS ASSOCIATED WITH THE DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
- RECORD DRAWINGS: THE CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF THE INSTALLATION OF ALL MATERIALS AND SYSTEMS COVERED BY THE PROJECT CONTRACT DOCUMENTS. THE COMPLETED SET OF "RECORD" DRAWINGS MUST BE DELIVERED TO THE OWNER AND/OR ENGINEER BEFORE REQUESTING FINAL PAYMENT.

DIMENSION CONTROL NOTES

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND VERIFY THE BOUNDARY MONUMENTATION AND THE PROJECT BENCHMARKS PRIOR TO COMMENCING CONSTRUCTION. THE BOUNDARY MONUMENTATION SHALL BE USED AS HORIZONTAL PROJECT CONTROL AND SHALL BE PROTECTED BY THE CONTRACTOR DURING ALL PHASES OF CONSTRUCTION.
- ALL DIMENSIONS AND COORDINATES ARE TO FACE OF CURB, EDGE OF PAVEMENT, FACE OF BUILDING, OR PROPERTY LINE UNLESS NOTED OTHERWISE. ALL CURB RADIUS SHALL BE 3'0" MINIMUM UNLESS NOTED OTHERWISE.

DEMOLITION NOTES

- ALL WORK SHALL CONFORM TO THE LOCAL, STATE AND FEDERAL STANDARDS AND SPECIFICATIONS.
- PRIOR TO COMMENCING DEMOLITION, THE CONTRACTOR SHALL HAVE IN HIS POSSESSION ALL NECESSARY PERMITS AND LICENSES TO PERFORM THE WORK.
- THE CONTRACTOR SHALL HAVE ONE (1) SET OF APPROVED CONSTRUCTION DOCUMENTS ON THE SITE AT ALL TIMES.
- ALL DEMOLITION AND EXCAVATED MATERIALS SHALL BE PROPERLY DISPOSED OFF SITE IN ACCORDANCE WITH LOCAL STATE AND FEDERAL REGULATIONS.
- TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS FOR ACCESS TO AND FROM THE SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD LOCATING ALL EXISTING UTILITIES PRIOR TO COMMENCING DEMOLITION WORK.

EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO COMMENCING DEMOLITION OPERATIONS.

EROSION & SEDIMENTATION CONTROL NOTES

- EROSION CONTROL MEASURES SHALL FOLLOW THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). ANY CHANGES TO THE SWPPP SHALL SUPERSEDE THE EROSION CONTROL PLAN. THE SWPPP IS TO BE KEPT ON-SITE AT ALL TIMES WITH THESE CONSTRUCTION DOCUMENTS AS NECESSARY FOR COMPLIANCE WITH THE NATURAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS AND MAINTAINING COMPLIANCE WITH THE GENERAL PERMIT.
- PRIOR TO COMMENCING ANY CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE AND NECESSARY PERIMETER CONTROLS SHALL BE INSTALLED.
- THE STABILIZED CONSTRUCTION ENTRANCE HAS BEEN SHOWN CONCEPTUALLY. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY (IN COMPLIANCE WITH ALL MUNICIPAL REGULATIONS) TO DETERMINE THE LOCATION(S) OF PROJECT INGRESS/EGRESS POINTS. HOWEVER, ALL ENTRANCES AT ALL TIMES SHALL BE PREPARED IN ACCORDANCE WITH THE STABILIZED CONSTRUCTION ENTRANCE DETAILS (SEE EROSION CONTROL DETAILS) AND CONTINUOUSLY MAINTAINED UNTIL FINAL PAVING IS ESTABLISHED.
- THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, ROUTINE INSPECTION AND/OR MAINTENANCE OF EROSION CONTROL DEVICES.
- THE EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL ACCEPTABLE VEGETATION COVERAGE HAS BEEN ACHIEVED IN ACCORDANCE WITH THE GENERAL PERMIT.
- ANY ADDITIONAL EROSION CONTROL MEASURES REQUIRED TO COMPLY WITH THE SWPPP OR STORMWATER POLLUTION REGULATIONS SHALL BE IMPLEMENTED BY THE CONTRACTOR, AT THEIR EXPENSE.
- DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR AT LEAST FOURTEEN DAYS SHALL BE TEMPORARILY SEEDED AND WATERED. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED SHALL BE PERMANENTLY SEEDED/SODDED WITHIN SEVEN DAYS IN ACCORDANCE WITH THE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING SEEDED/SODDED AREAS AS NECESSARY UNTIL 70% VEGETATION IS ESTABLISHED IN ACCORDANCE WITH THE PLANS.
- THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL EROSION CONTROL MEASURES ONCE FINAL GROUND STABILIZATION IS ACHIEVED AND THE PROJECT IS COMPLETED.

STORM DRAINAGE NOTES

- TRENCH SAFETY: THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SITE TRENCH SAFETY DURING ALL PHASES OF CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE A TRENCH SAFETY SYSTEM PLAN PREPARED IN ACCORDANCE WITH OSHA REQUIREMENTS BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA FOR THE IMPLEMENTATION OF TRENCH SAFETY CONTROL MEASURES THAT WILL BE IN EFFECT DURING THE CONSTRUCTION OF THE PROJECT FOR ALL TRENCHES DEEPER THAN FIVE (5) FEET.
- LOCATION OF EXISTING UTILITIES: THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND SHALL NOTIFY THE CONSTRUCTION MANAGER AND ENGINEER OF ANY CONFLICTS DISCOVERED. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN THE AREA OF CONSTRUCTION.
- PROTECTION OF EXISTING UTILITIES: THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS FOR THE SUPPORT AND PROTECTION OF ALL EXISTING UTILITIES (POLES, LINES, CABLES, STRUCTURES, ETC.) LOCATED BOTH ABOVE AND BELOW THE GROUND.
- LOCATION OF PROPOSED DRAINAGE IMPROVEMENTS: THE CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS SHOWN, INCLUDING THE HORIZONTAL AND VERTICAL LOCATION OF CURB INLETS AND GRATE INLETS AND ALL UTILITIES CROSSING THE STORM SEWER.
- STORM DRAIN PIPE: UNLESS OTHERWISE NOTED IN THE PLANS, ALL PIPES FOR PRIVATE STORM DRAIN IMPROVEMENTS SHALL BE HIGH DENSITY POLYETHYLENE PIPE (HDPE), N-12.
- EMBEDMENT: EMBEDMENT FOR STORM DRAINAGE PIPE, PUBLIC AND PRIVATE, SHALL BE IN ACCORDANCE WITH THE GOVERNING AUTHORITIES' STANDARD DETAILS.
- BENDS & WYES: PREFABRICATED BENDS AND WYES SHALL BE USED ON ALL PIPE CONNECTIONS AND JUNCTIONS.
- GROUTING: ALL PIPE ENTERING PUBLIC STORM DRAIN STRUCTURES SHALL BE GROUTED TO ASSURE WATER TIGHT CONNECTIONS.
- CONCRETE COLLARS: CONCRETE COLLARS SHALL BE INSTALLED AT ALL CHANGES IN CONDUIT SIZE AND AT ALL JOINTS THAT ARE FILLED IN EXCESS OF THAT RECOMMENDED BY THE CONDUIT MANUFACTURER.
- STORM DRAINAGE STRUCTURES: STORM DRAINAGE STRUCTURES (INLETS, JUNCTION BOXES, ETC.) ON PUBLIC LINES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH GOVERNING AUTHORITIES' STANDARD DETAILS. UNLESS OTHERWISE NOTED, STRUCTURES ON PRIVATE LINES ARE TO BE PRECAST STRUCTURES MANUFACTURED BY APPROVED PROVIDER, OR APPROVED EQUIVALENT.
- ADJUSTMENT OF STRUCTURES: ALL STORM DRAIN STRUCTURES INCLUDING MANHOLES, INLETS AND CLEANOUTS MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR TO MATCH THE FINISHED GRADE.
- CURB INLETS: CURB INLETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING AUTHORITIES' STANDARD DETAILS, APPROVED PROVIDER OR APPROVED EQUIVALENT.
- INLETS: PRIVATE GRATE INLETS SHALL BE PER APPROVED PROVIDER OR APPROVED EQUIVALENT.

GRADING NOTES

- GEOTECHNICAL REPORT: SITE PREPARATION, GRADING, FILL COMPACTION, AND BUILDING PAD PREPARATION SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT. IN THE EVENT OF A CONFLICT BETWEEN THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT AND THE NOTES ON THE GRADING PLAN, THE GEOTECHNICAL REPORT SHALL GOVERN.
- EXISTING CONDITIONS: PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS, INCLUDING GRADES AND DIMENSIONS. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES.
- UNDISTURBED AREAS: PRIOR TO COMMENCING CLEARING, GRADING OR SITE CONSTRUCTION, THE CONTRACTOR SHALL MEET WITH THE DEVELOPER AND/OR ENGINEER AT THE SITE TO ASCERTAIN THE AREA(S) OF THE PROJECT SITE THAT ARE TO BE PROTECTED AND PRESERVED.
- EROSION CONTROL: EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO COMMENCING CLEARING, STRIPPING AND GRADING OPERATIONS. REFER TO THE EROSION CONTROL PLAN FOR THE SEQUENCE OF EROSION CONTROL DEVICES TO BE INSTALLED.
- PROPOSED GRADES: THE PROPOSED ELEVATIONS AND CONTOURS SHOWN ARE TO FINISHED GRADE. THE PROPOSED CONTOURS ARE APPROXIMATE. THE PROPOSED SPOT ELEVATIONS AND GRADIENTS ARE TO BE USED IN THE EVENT OF ANY DISCREPANCY WITH THE PROPOSED CONTOURS. MINOR ADJUSTMENT TO FINISH GRADE TO ACCOMPLISH SPOT DRAINAGE IS ACCEPTABLE.
- STRIPPING AND DEBRIS REMOVAL: THE BUILDING PAD(S), AREAS TO BE PAVED, AND ALL AREAS THAT ARE TO RECEIVE FILL MATERIAL SHALL BE STRIPPED OF VEGETATION, TREES, ROOTS, STUMPS, DEBRIS AND OTHER ORGANIC MATERIAL. THE DEPTH OF THE STRIPPING SHALL BE BASED ON THE DEPTH OF SURFACE SOIL CONTAINING ORGANIC MATERIAL. ALL TREES, INCLUDING STUMPS AND ROOT SYSTEMS, VEGETATION, DEBRIS AND OTHER OBJECTIONABLE MATERIAL SHALL BE REMOVED AND DISPOSED OFF SITE. STRIPPED TOPSOIL SHALL BE STOCKPILED IN A LOCATION ON THE SITE APPROVED BY THE DEVELOPER.
- PROOF-ROLLING: AFTER COMPLETION OF THE NECESSARY STRIPPING, CLEARING AND EXCAVATION AND PRIOR TO PLACING ANY REQUIRED FILL, THE EXPOSED SUBGRADE SHALL BE EVALUATED BY PROOF ROLLING WITH A HEAVY PNEUMATIC TIRED ROLLER, LOADED DUMP TRUCK OR SIMILAR EQUIPMENT WEIGHING APPROXIMATELY 10 TONS TO CHECK FOR POCKETS OF SOFT OR LOOSE MATERIAL. THE PROOF-ROLLING PROCEDURES SHOULD BE OBSERVED BY THE GEOTECHNICAL ENGINEER OR DESIGNATED REPRESENTATIVE. ANY UNDESIRABLE MATERIAL EXPOSED FROM PROOF-ROLLING SHALL BE REMOVED. PRIOR TO THE PLACEMENT OF ANY FILL, THE EXPOSED SUBGRADE SHOULD BE SCARIFIED TO A MINIMUM DEPTH OF 6 INCHES AND RECOMPACTED.
- CONTROLLED FILL: ALL SOILS USED FOR CONTROLLED FILL SHALL BE FREE OF ROOTS, VEGETATION, AND OTHER DELETERIOUS OR UNDESIRABLE MATTER. THE FILL MATERIAL SHALL BE PLACED IN LEVEL, UNIFORM LIFTS, WITH EACH LIFT COMPACTED TO THE MINIMUM DRY DENSITY WITHIN THE COMPACTION SOIL MOISTURE RANGES RECOMMENDED. THE LOOSE LIFT DEPTH SHALL NOT EXCEED 8". EACH LAYER SHALL BE PROPERLY PLACED, MIXED, SPREAD AND COMPACTED IN ACCORDANCE WITH THE FILL COMPACTION SECTION.
- FILL COMPACTION: FILL COMPACTION SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
- LANDSCAPE AREAS: REFER TO THE LANDSCAPE PLAN FOR SOIL REQUIREMENTS IN LANDSCAPE AREAS.
- TESTING: TESTING SHALL BE PERFORMED BY A QUALIFIED TESTING LABORATORY, EMPLOYED AND PAID DIRECTLY BY THE OWNER. TESTING SHALL BE PERFORMED, AT A MINIMUM, IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT. IN THE EVENT THE RESULTS OF THE INITIAL TESTING DO NOT COMPLY WITH THE PLANS AND SPECIFICATIONS, SUBSEQUENT TESTS NECESSARY TO DETERMINE THE ACCEPTABILITY OF CONSTRUCTION SHALL BE AT THE CONTRACTOR'S EXPENSE.

PAVING NOTES

- STANDARDS AND SPECIFICATIONS: ALL MATERIALS, CONSTRUCTION METHODS, WORKMANSHIP, EQUIPMENT, SERVICES AND TESTING FOR ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE PROJECT DOCUMENTS AND THE GOVERNING AUTHORITIES' REQUIREMENTS. IN THE EVENT OF A CONFLICT BETWEEN THE PROJECT DOCUMENTS AND THE GOVERNING AUTHORITIES' REQUIREMENTS, THE MORE STRINGENT SHALL APPLY.
- GEOTECHNICAL REPORT: SUBGRADE PREPARATION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT AND SUPPLEMENTS AND/OR AMENDMENTS THERETO.
- PAVEMENT WARRANTY: THE CONTRACTOR SHALL PROVIDE A TWO (2) YEAR UNCONDITIONAL MAINTENANCE FREE WARRANTY ON ALL PAVEMENT SURFACES.
- PROOF-ROLL SUBGRADE: PRIOR TO PREPARATION OF THE SUBGRADE, THE SUBGRADE SHALL BE PROOF-ROLLED WITH HEAVY PNEUMATIC EQUIPMENT. ANY SOFT OR PUMPING AREAS SHALL BE EXCAVATED TO FIRM SUBGRADE AND BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
- PAVEMENT SUBGRADE PREPARATION: PAVEMENT SUBGRADE SHALL BE PREPARED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
- SAND CUSHION PROHIBITED: THE USE OF "LEVEL UP" SAND UNDER PAVEMENT WILL NOT BE ACCEPTED.
- CONCRETE PAVEMENT DESIGN: ALL ON SITE CONCRETE PAVEMENTS SHALL BE THE THICKNESS, COMPRESSIVE STRENGTH (28 DAYS) AND REINFORCED AS SHOWN ON THE PAVING PLANS AND DETAILS. HAND PLACED CONCRETE SHALL HAVE A WATER-CEMENT RATIO TO PRODUCE A MINIMUM OF 3 TO MAXIMUM OF 6 INCH SLUMP AND CONTAIN PERCENT-ENTRAINED AIR RANGING FROM 3 TO 6.
- WEATHER CONDITIONS FOR CONCRETE PLACEMENT: CONCRETE SHALL NOT BE PLACED WHEN THE TEMPERATURE IS BELOW 40 DEGREES FAHRENHEIT AND FALLING, BUT MAY BE PLACED WHEN THE TEMPERATURE IS ABOVE 36 DEGREES AND RISING. THE TEMPERATURE READING SHALL BE TAKEN IN THE SHADE AWAY FROM ARTIFICIAL HEAT. DO NOT PLACE CONCRETE WHILE IT IS RAINING OR RAIN IS IMMINENT.
- CONCRETE PAVEMENT CURING: CONCRETE SHALL BE BROOM FINISHED AND CURED FOR A MINIMUM OF 72 HOURS.
- PAVEMENT REMOVAL: BREAKOUTS FOR REMOVAL OF EXISTING PAVEMENT AND CURBS SHALL BE MADE BY FULL DEPTH SAW CUT WHEN ADJACENT TO PROPOSED PAVEMENT AND/OR CURBS.
- CONNECTION TO EXISTING PAVEMENT: PROPOSED PAVEMENT AND/OR CURBS SHALL MATCH THE ELEVATION OF EXISTING PAVEMENT AND/OR CURBS.
- PAVEMENT MARKINGS:
 - PAVEMENT MARKINGS SHALL BE PROVIDED IN ACCORDANCE WITH THE FHWA "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)."
 - FIRE LANES SHALL BE STRIPED IN ACCORDANCE WITH THE GOVERNING AUTHORITIES' LOCAL CODES.
 - ALL ACCESSIBLE PAVEMENT MARKINGS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) AND STATE AND LOCAL CODES.
 - PARKING SPACE STRIPES, ACCESSIBLE SPACES, PEDESTRIAN STRIPING, DIRECTIONAL ARROWS AND LETTERING SHALL BE SOLID WHITE, UNLESS A SPECIFIC COLOR IS REQUIRED BY LOCAL CODE. TWO (2) COATS OF VOC COMPLIANT, LOCAL DOT APPROVED, UNDILUTED, SOLVENT BASED OR LATEX TRAFFIC PAINT SHALL BE APPLIED EARLIER THAN 7 DAYS PRIOR TO THE ROAD OPENING. PAINT SHALL BE CRISP, STRAIGHT AND APPLIED UNIFORMLY ACROSS THE WIDTH OF THE LINE FOR A MINIMUM TOTAL DRY FILM THICKNESS OF 15 MILS.
- CONDUIT: CONTRACTOR SHALL REFER TO THE SITE MEP PLAN AND LANDSCAPE IRRIGATION PLAN FOR CONDUIT TO BE INSTALLED UNDER PAVEMENT PRIOR TO COMMENCING PAVEMENT SUBGRADE PREPARATION.
- ACCESSIBLE ROUTES: SIDEWALKS, CROSSWALKS AND RAMPS ALONG ACCESSIBLE ROUTES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FLORIDA BUILDING CODE (FBC) AND ADA STANDARDS. PAVEMENT AND CROSSWALKS ALONG ACCESSIBLE ROUTES SHALL HAVE A MAXIMUM RUNNING SLOPE OF 5% AND A MAXIMUM CROSS SLOPE OF 2%. ACCESSIBLE PARKING SPACES SHALL HAVE A MAXIMUM SLOPE OF 2% IN ALL DIRECTIONS.
- TESTING: TESTING SHALL BE PERFORMED BY A QUALIFIED TESTING LABORATORY, EMPLOYED AND PAID DIRECTLY BY THE OWNER. TESTING SHALL BE PERFORMED, AT A MINIMUM, IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT. IN THE EVENT THE RESULTS OF THE INITIAL TESTING DO NOT COMPLY WITH THE PLANS AND THE SPECIFICATIONS, SUBSEQUENT TESTS NECESSARY TO DETERMINE THE ACCEPTABILITY OF CONSTRUCTION SHALL BE AT THE CONTRACTOR'S EXPENSE. PAVEMENT FOUND TO BE DEFICIENT IN STRENGTH OR THICKNESS SHALL BE REMOVED AND REPLACED SOLELY AT THE EXPENSE OF THE CONTRACTOR.
- CLEAN UP FOR FINAL ACCEPTANCE: THE CONTRACTOR SHALL MAKE A FINAL CLEAN UP OF ALL PAVED AREAS PRIOR TO ACCEPTANCE BY THE OWNER. THIS CLEAN UP SHALL INCLUDE POWER WASHING THE PAVEMENT.

ABBREVIATIONS:

NOTE: SOME ABBREVIATIONS LISTED BELOW ARE NOT USED IN THIS PLAN SET.

AC	ACRE
APPROX	APPROXIMATELY
ASPH	ASPHALT
BFP	BACK FLOW PREVENTOR
BGN	BEGIN
BLDG	BUILDING
BOC	BACK OF CURB
CO	CLEAN OUT
CONC	CONCRETE
DCDV	DOUBLE CHECK DETECTOR VALVE
DI	DUCTILE IRON
DIA	DIAMETER
E	ELECTRIC
E1	EASTING
ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
ESC	EROSION & SEDIMENTATION CONTROL
EXIST / EX	EXISTING
FD	FILTER DIKE
FDC	FIRE DEPARTMENT CONNECTION
FF / FFE	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FORCE MAIN
FND	FOUND
FO	FIBER OPTIC
FOC	FACE OF CURB
FP	FLOOD PLAIN
G	GUTTER
GRND	GROUND
GV	GATE VALVE
GW	FINISHED GRADE AT WALL
HDPE	HIGH-DENSITY POLYETHYLENE
HORIZ	HORIZONTAL
HP	HIGH POINT
HT	HEIGHT
INFO	INFORMATION
IP	STORM INLET PROTECTION
IR	IRON ROD
LAT	LATERAL
LF	LINEAR FEET
LN	LIMITS OF CONSTRUCTION
LP	LOW POINT
L	LEFT
LUP	LAND USE PLAN
M	MECHANICAL, ELECTRICAL & PLUMBING
MIN	MINIMUM
N	NORTHING
N	NUMBER
NTS /	NOT TO SCALE
N.T.S.	ON CENTER
OC	ON CENTER
O/S	OFFSET
OU	OVERHEAD UTILITY
P	PIPELINE
PC	TANGENT - CURVE INTERSECTION
PCC	POINT OF CURVE INTERSECT
PG	PAGE
PI	TANGENT - TANGENT INTERSECTION
POB	POINT OF BEGINNING
PROP	PROPOSED
PT	CURVE - TANGENT INTERSECTION
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
R	RADIUS
RB	ROCK BERM
RCP	REINFORCED CONCRETE PIPE
REF	REFERENCE
RIM	TOP OF MANHOLE LID ELEVATION
R/PZ	REDUCED PRESSURE ZONE
ROW / R/W	R.O.W. - RIGHT OF WAY
RSV	RESILIENT SEAT GATE VALVE
RT	RIGHT
S/D / STM	STORM DRAIN
SF	SILT FENCE
SHT	SHEET
SHTS	SHEETS
SQ. FT.	SQUARE FEET
STA	STATION
T	TELEPHONE
TBM	TEMPORARY BENCHMARK
TC	TOP OF CURB
TC	TIME OF CONCENTRATION
THI	TOP OF MEDIA
TP	TREE PROTECTION
TOB	TOP OF BANK
TW	TOP OF WALL
TYP	TYPICAL
UE	UNDERGROUND EASEMENT
UNK	UNKNOWN
UT	UNDERGROUND TELEPHONE
VERT	VERTICAL
VOL	VOLUME
W	WATER
WL	WATER LINE
W/	WITH
WM	WATER METER
WSE	WATER SURFACE ELEVATION
WW	WASTEWATER
YD	YARD DRAIN
YR	YEAR

WHISPERING PINES PARK
ENTRANCE ROAD IMPROVEMENTS
INVERNESS, FLORIDA

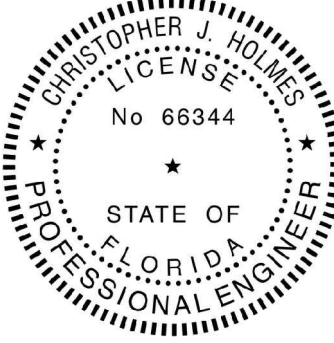
GENERAL NOTES

SHEET
C-002
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CERT NO. 6091

951.687.2220

100% CDS
11/22/24



BY

REVISION

DATE

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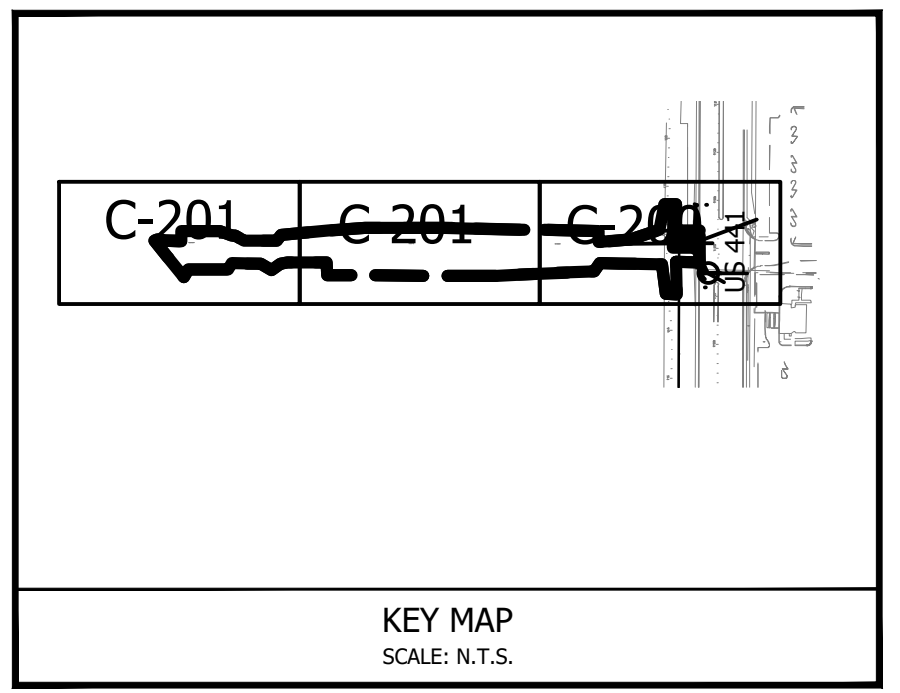
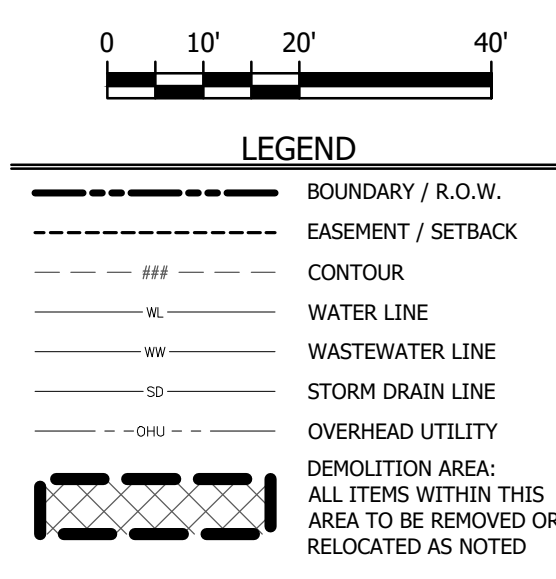
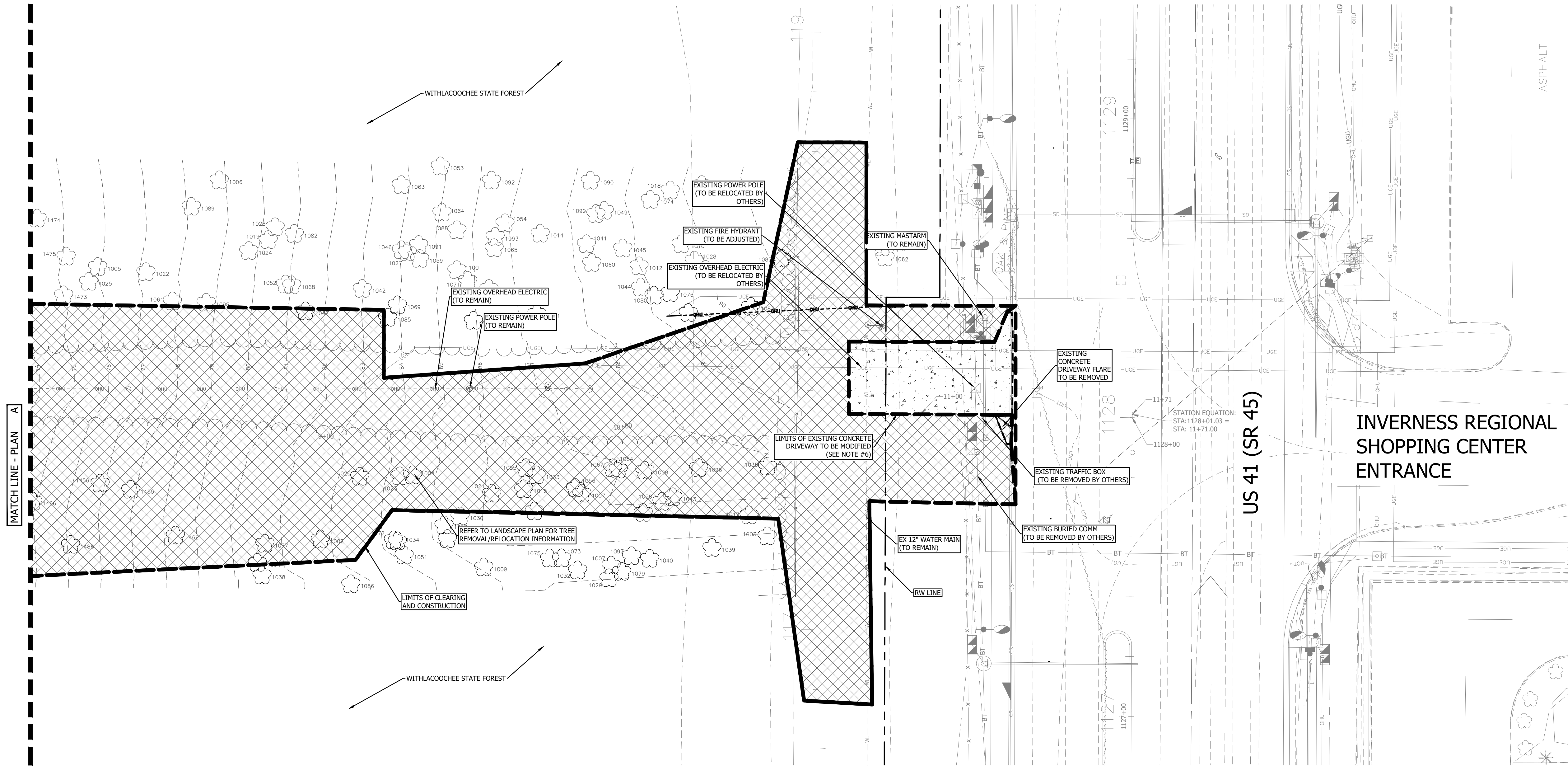
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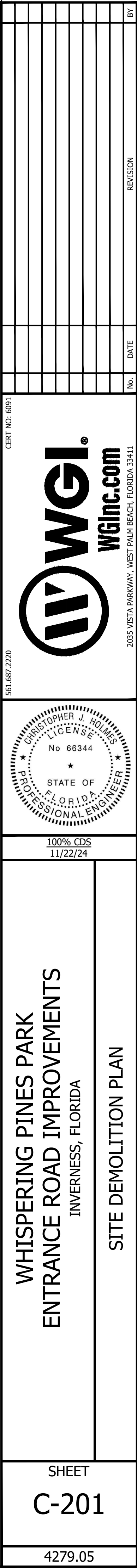
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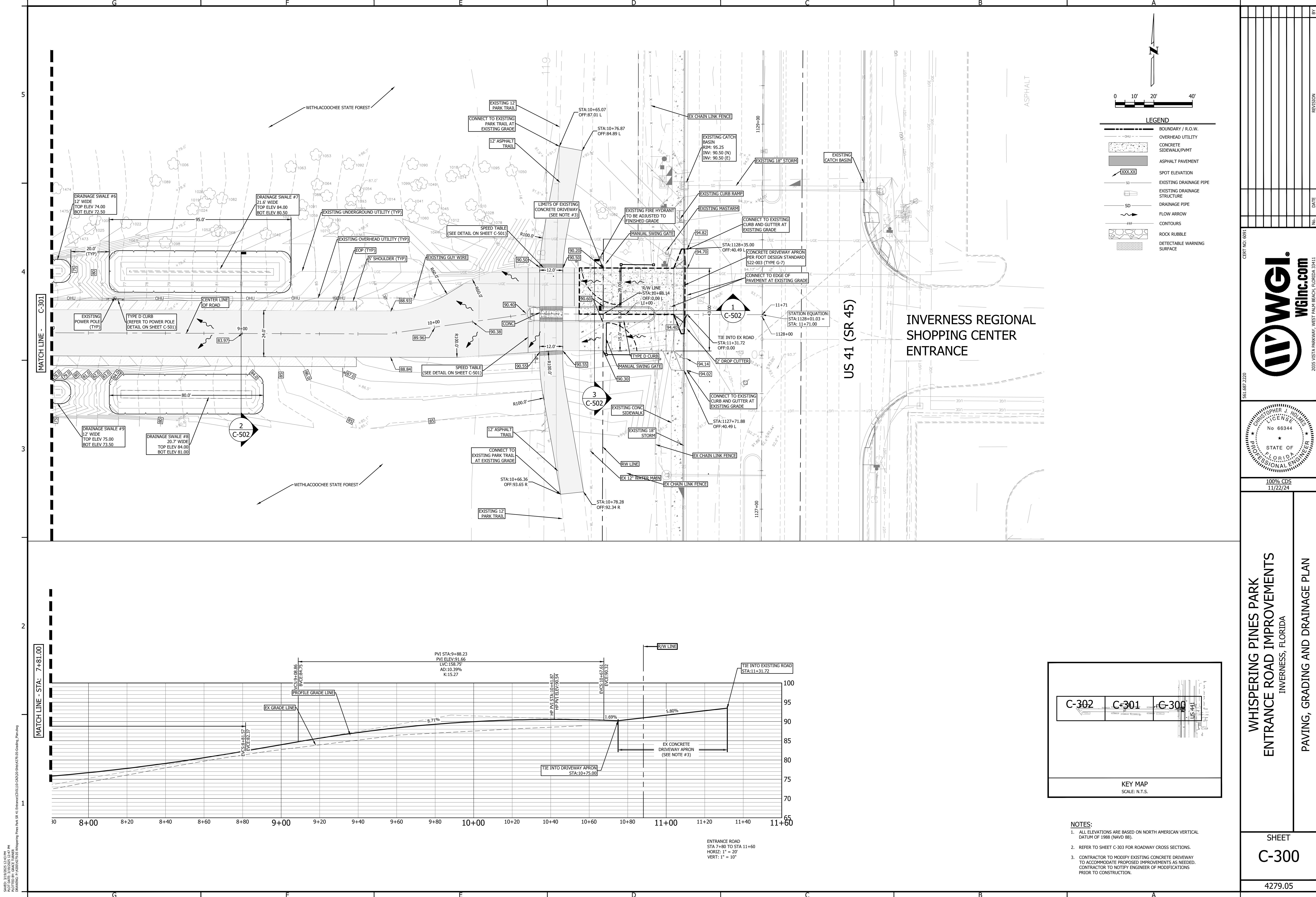
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PLOTTED BY: GRACE TURNER
DRAWING: P:\CADD\2025\Whispering Pines Park SR 41 Entrance\DWG\114-C-200-Site Demolition Plan.dwg



- NOTES:**
1. EROSION/SEDIMENTATION CONTROL AND TREE PROTECTION MUST BE INSTALLED PRIOR TO ANY DEMOLITION. REFERENCE EROSION & SEDIMENTATION CONTROL AND LANDSCAPE PLANS.
 2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AND STRUCTURES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES SHALL BE VERIFIED IN THE FIELD PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY, ANY GOVERNING PERMITTING AUTHORITY, AND "DIG TEST" AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION WORK TO REQUEST EXACT FIELD LOCATION OF UTILITIES INTERFERING WITH THE PROPOSED CONSTRUCTION AND APPROPRIATE REMEDIAL ACTION TAKEN BEFORE PROCEEDING WITH THE WORK. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLAN PER THE APPROPRIATE REMEDIAL ACTION AGREED UPON BY THE ENGINEER.
 3. NO SITE DISTURBANCE SHALL OCCUR UNTIL THE PRECONSTRUCTION MEETING WITH THE ENVIRONMENTAL INSPECTOR IS HELD.
 4. TREE PROTECTION FENCE MOVED DURING CONSTRUCTION MUST BE RE-INSTATED AS SOON AS DEMOLITION WORK IS COMPLETED. ANY WORK BEING DONE WITHIN THE TREE PROTECTION FENCE AREA MUST NOT IMPACT TREES; NO ROOT DAMAGE AND NO BRANCH OR TRUNK DAMAGE. ADD A 12" LAYER OF MULCH WITHIN THE TREE PROTECTION FENCE AREA PRIOR TO CONDUCTING ANY WORK INSIDE FENCE AREA.
 5. REFERENCE TREE DISPOSITION PLANS LD-100, LD-101 & LD-102 FOR TREE REMOVAL AND PROTECTION INFORMATION.
 6. CONTRACTOR TO MODIFY EXISTING CONCRETE DRIVEWAY TO ACCOMMODATE PROPOSED IMPROVEMENTS AS NEEDED. CONTRACTOR TO NOTIFY ENGINEER OF MODIFICATIONS PRIOR TO CONSTRUCTION.

WHISPERING PINES PARK ENTRANCE ROAD IMPROVEMENTS INVERNESS, FLORIDA		SITE DEMOLITION PLAN	
SHEET C-200		4279.05	
100% CDS 11/22/24		STATE OF FLORIDA PROFESSIONAL ENGINEER No 66344 JENNIFER A. HOLMES P.E.	
WGL WGInc.com 2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411		CERT. NO. 6001 351.687.2220	
REVISION		DATE	
BY			





LEGEND

- BOUNDARY / R.O.W.
- OVERHEAD UTILITY
- CONCRETE SIDEWALK/PVMT
- ASPHALT PAVEMENT
- SPOT ELEVATION
- EXISTING DRAINAGE PIPE
- EXISTING DRAINAGE STRUCTURE
- DRAINAGE PIPE
- FLOW ARROW
- CONTOURS
- ROCK RUBBLE
- DETECTABLE WARNING SURFACE

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CERT NO. 6901

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11/22/24

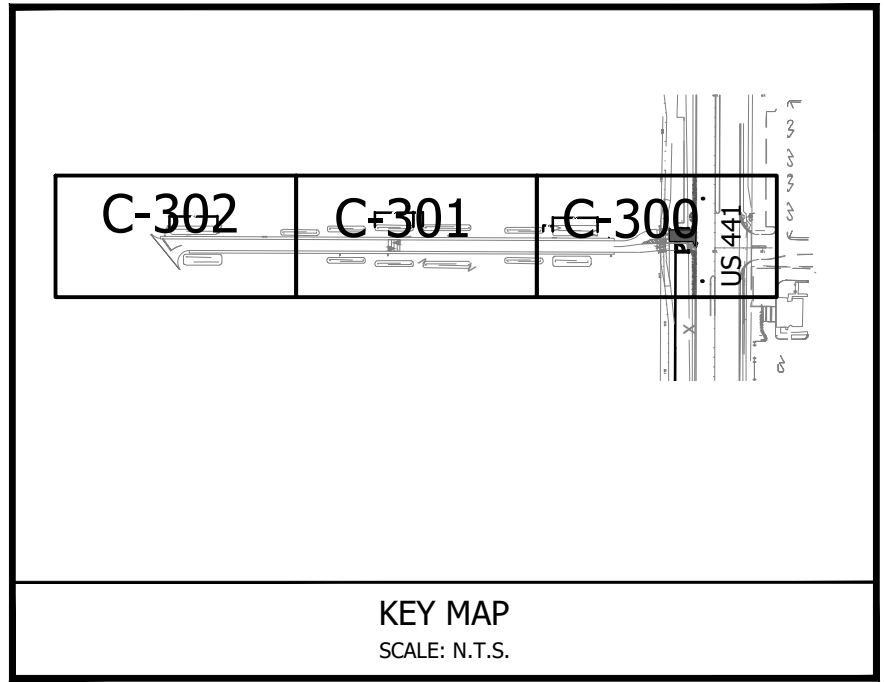
STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 66344

100% CDS
11/22/24

WHISPERING PINES PARK
ENTRANCE ROAD IMPROVEMENTS
INVERNESS, FLORIDA

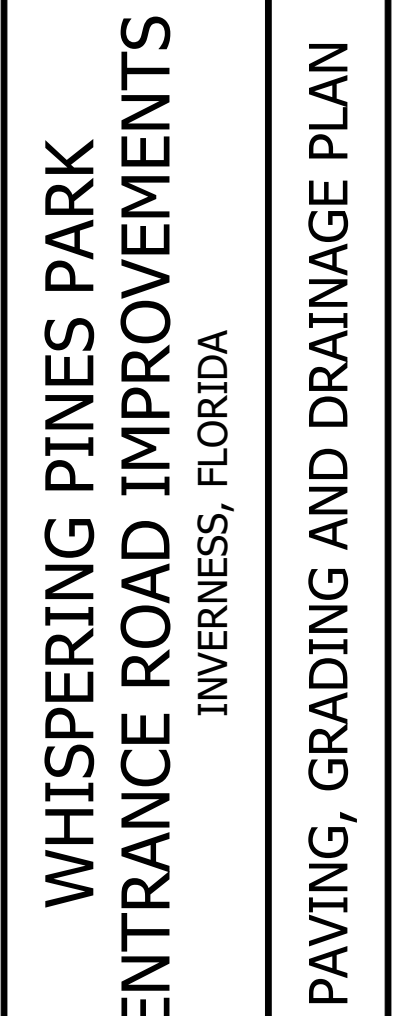
PAVING, GRADING AND DRAINAGE PLAN

SHEET
C-300
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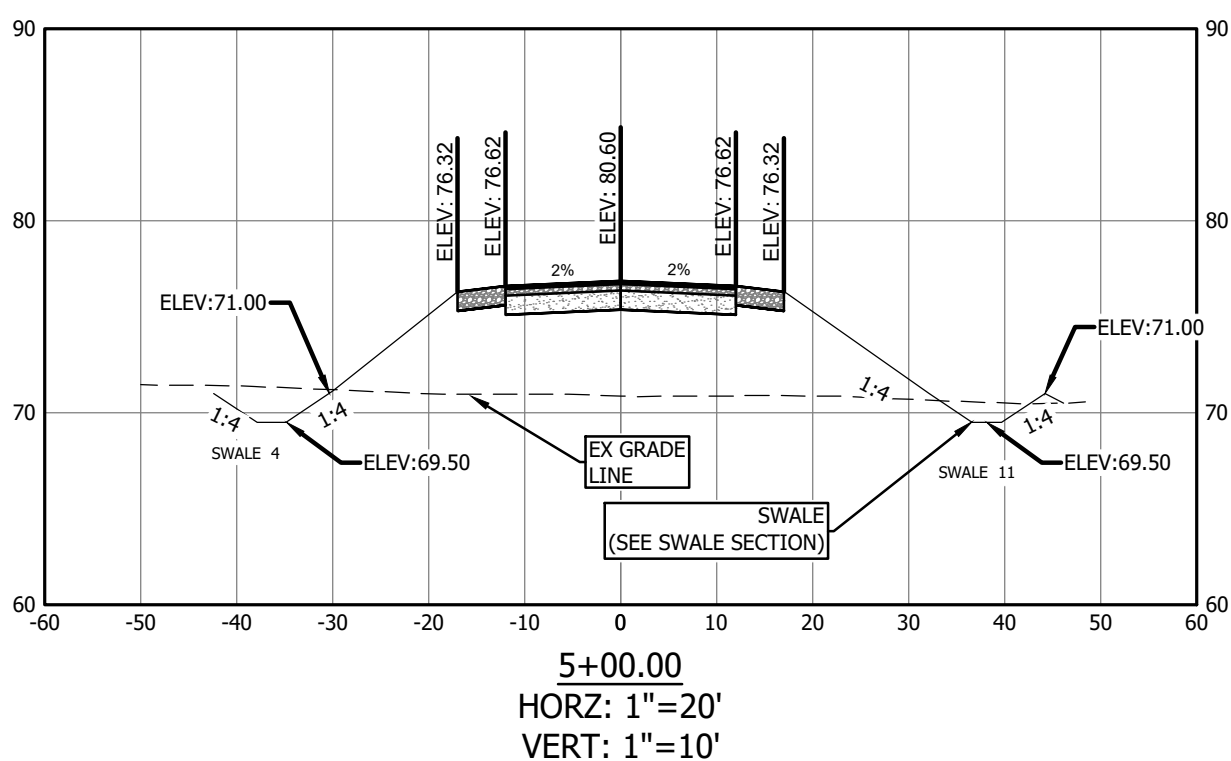
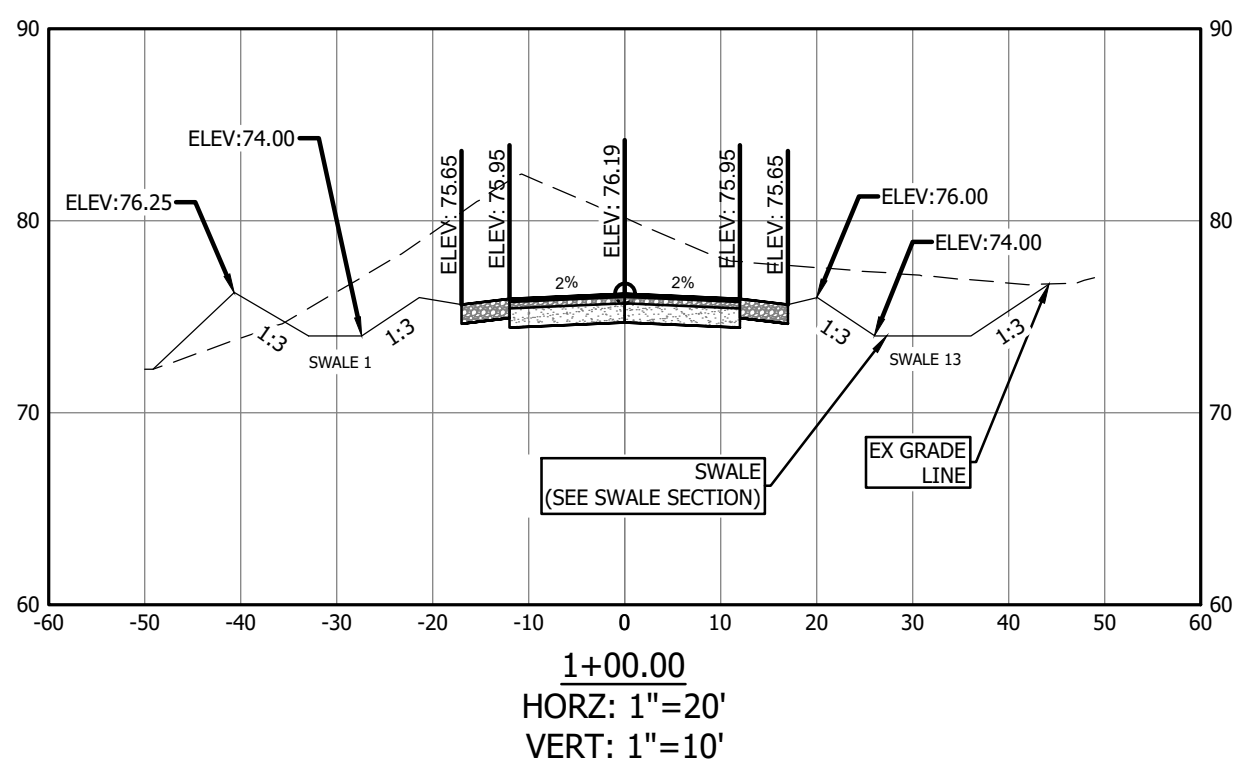
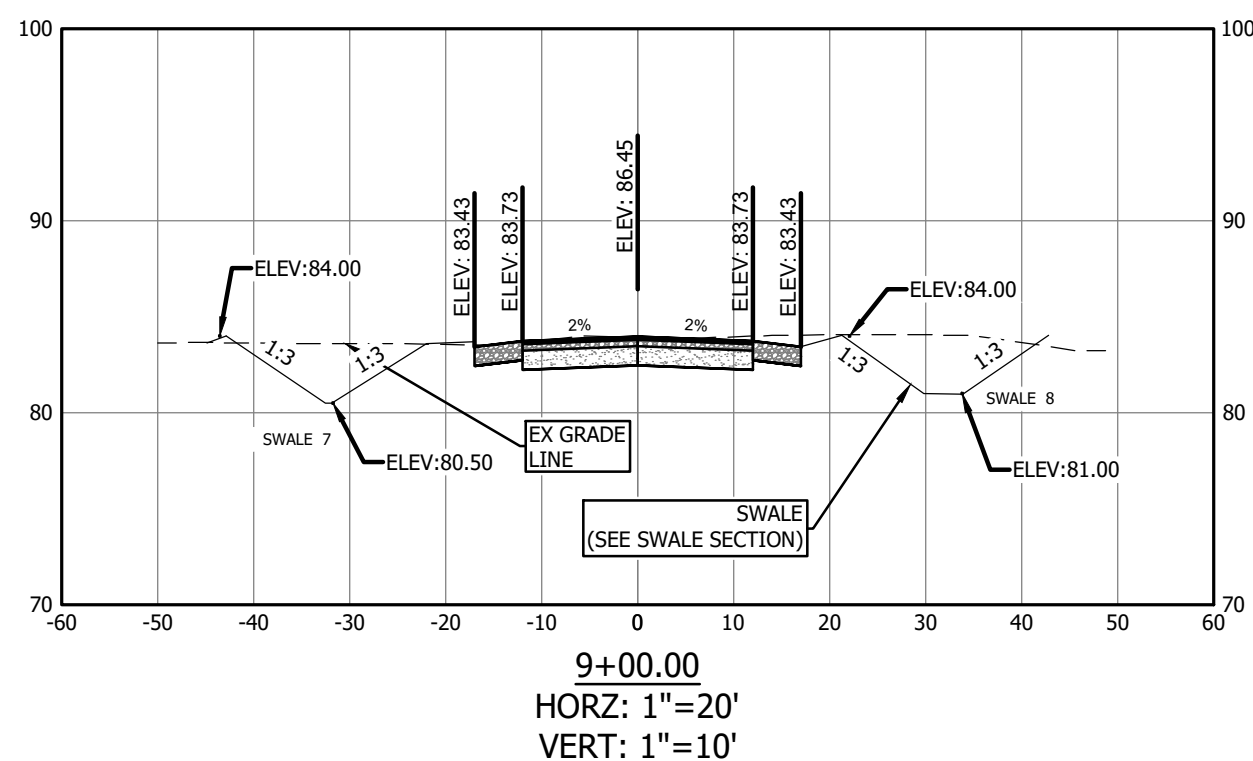
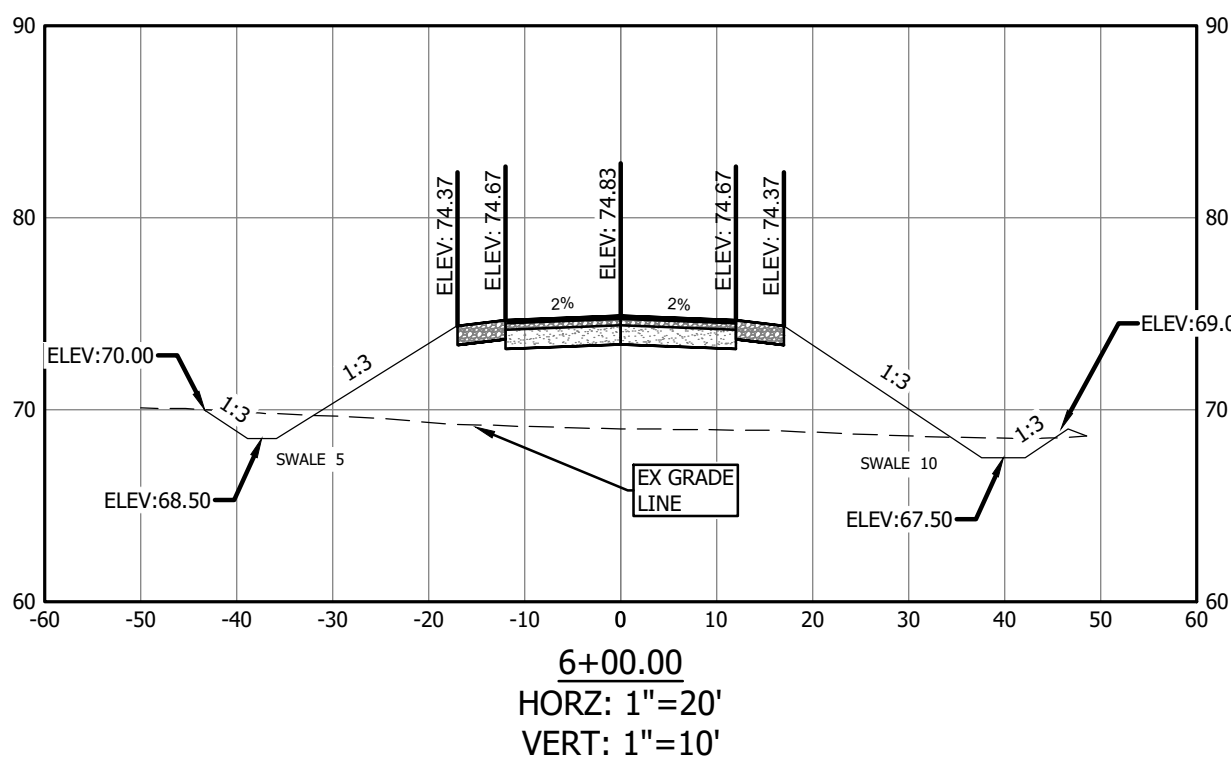
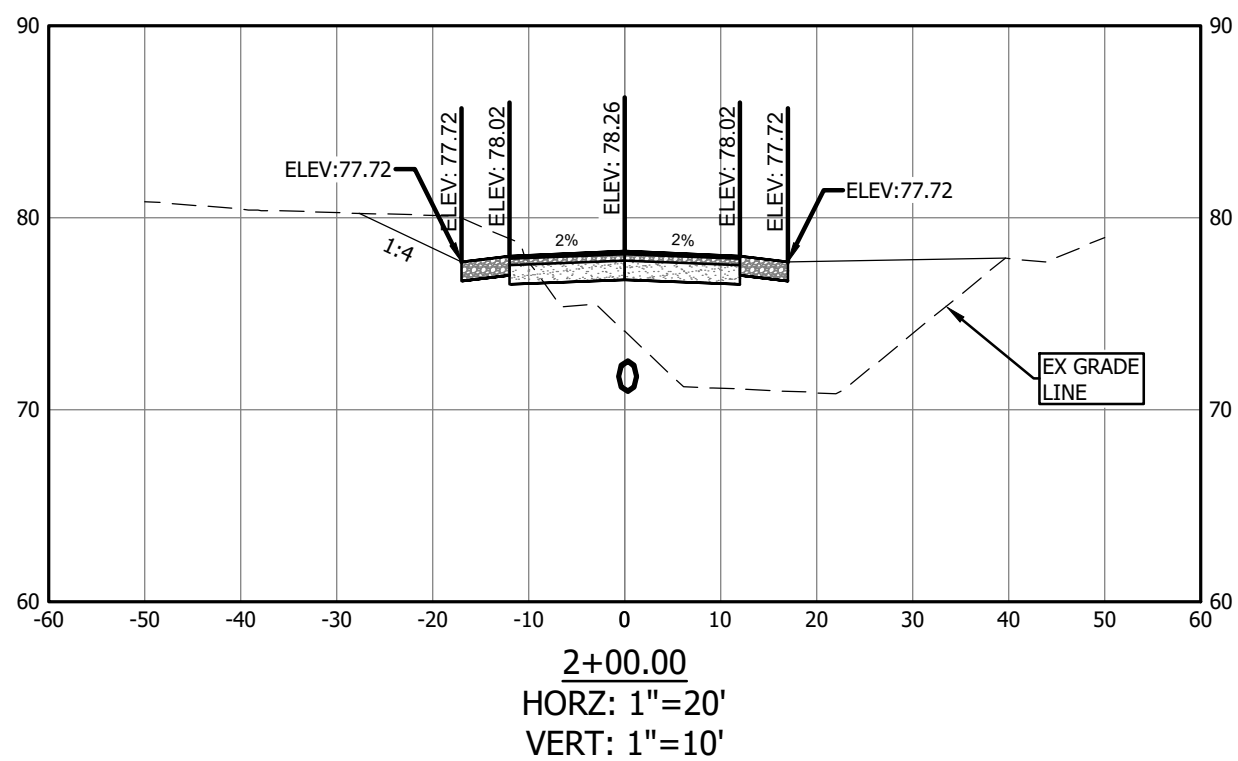
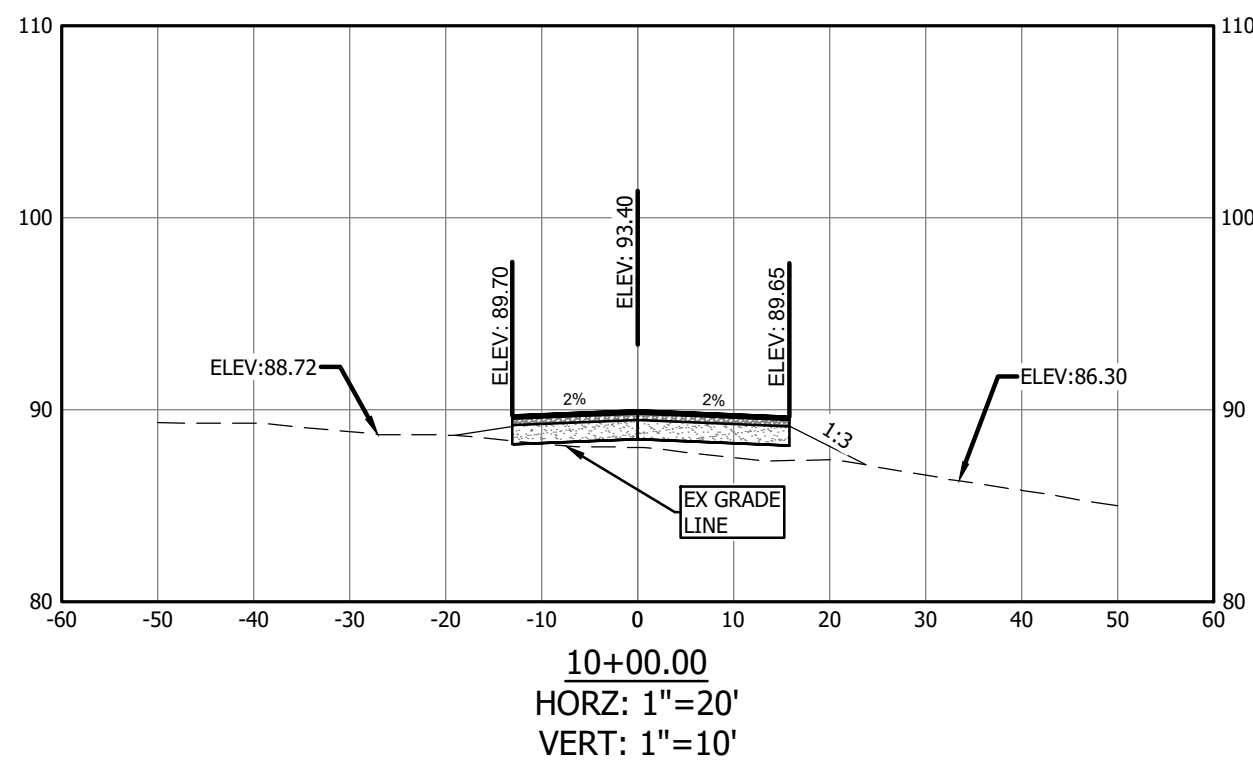
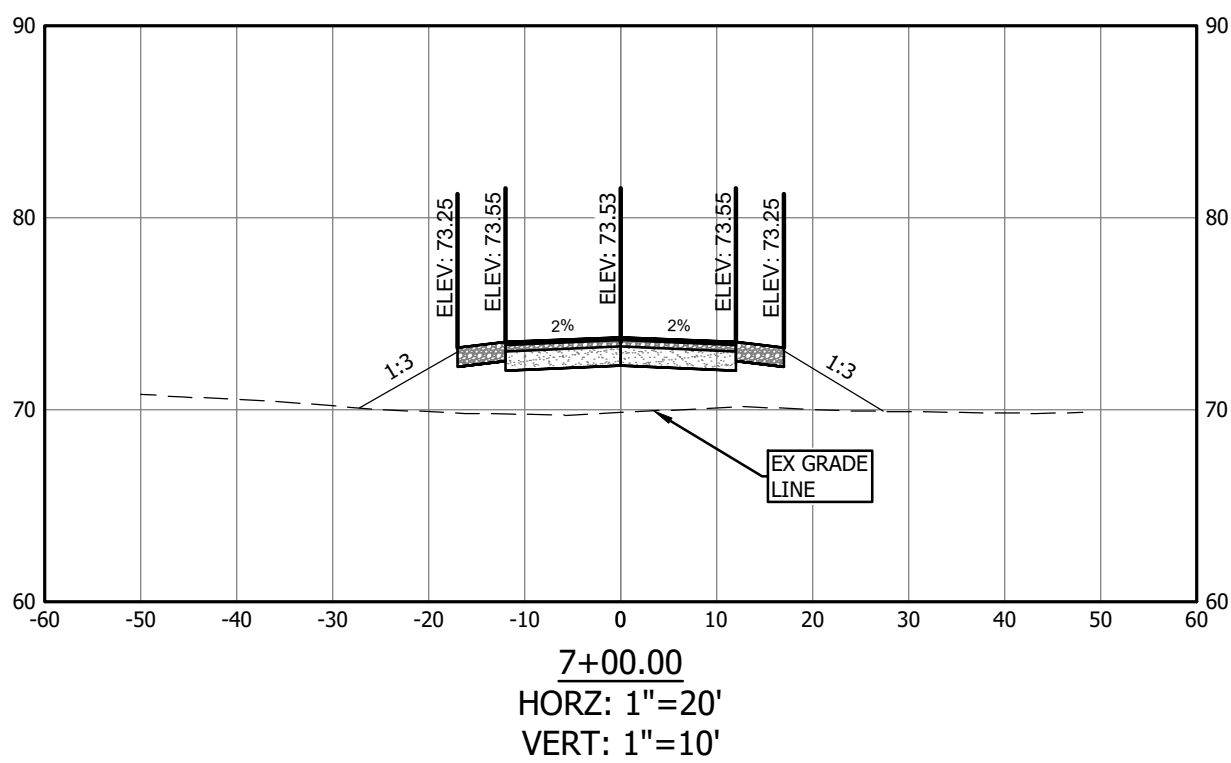
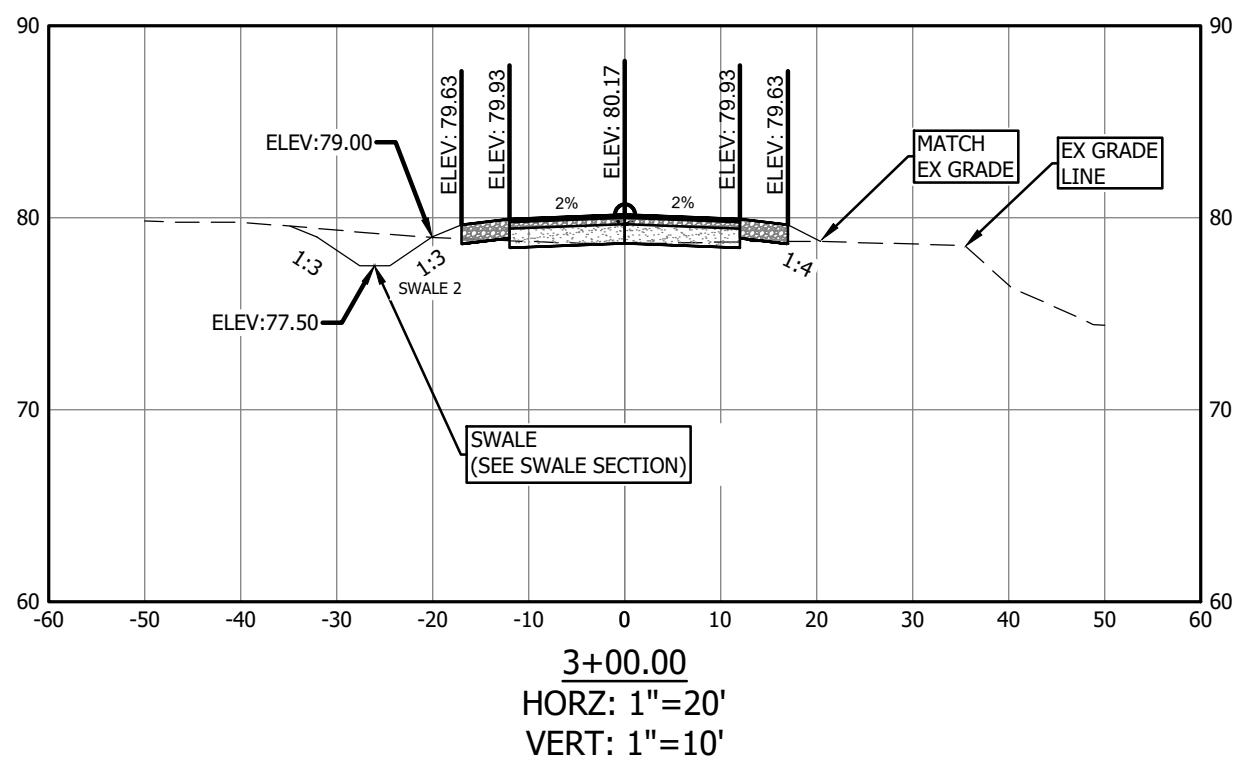
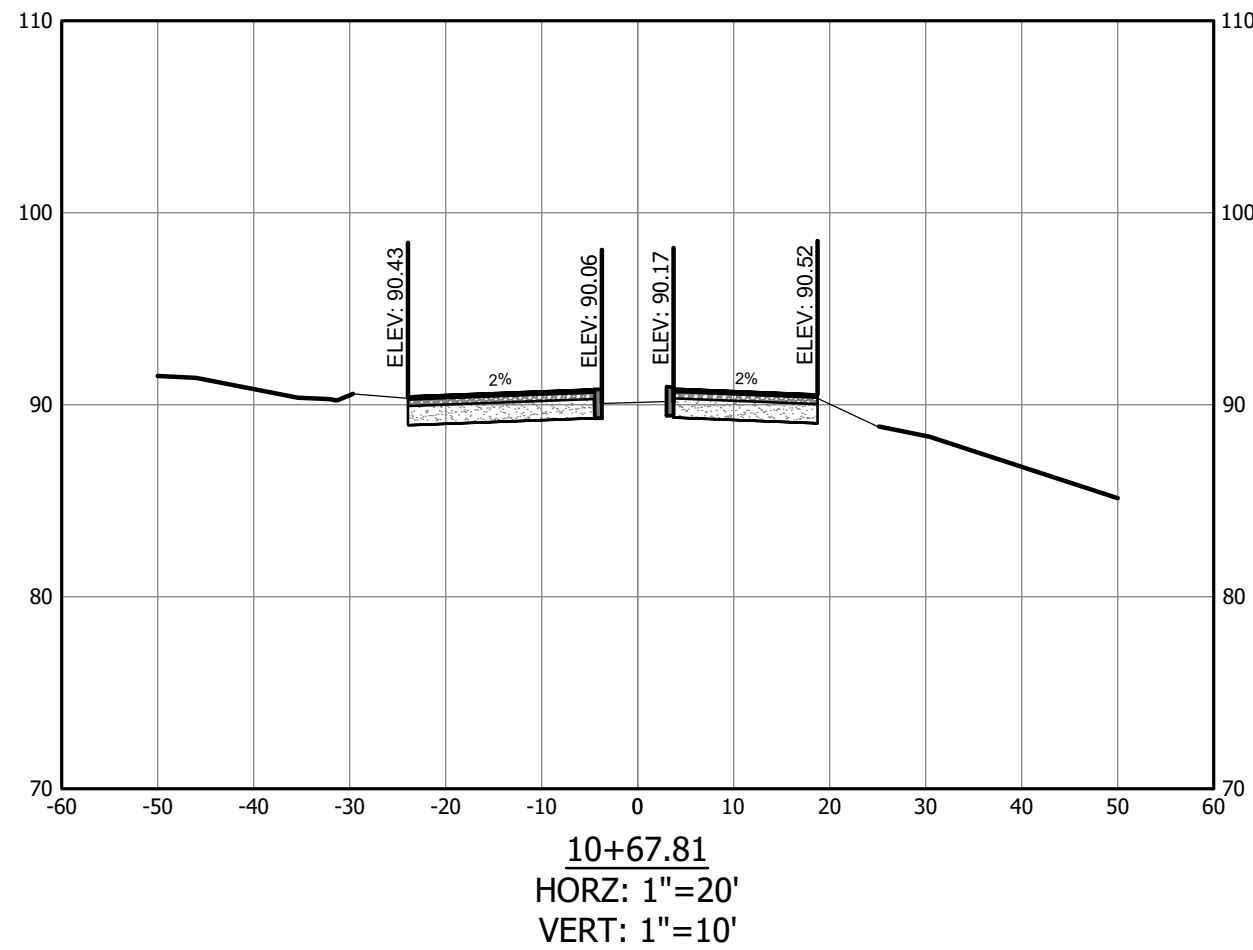
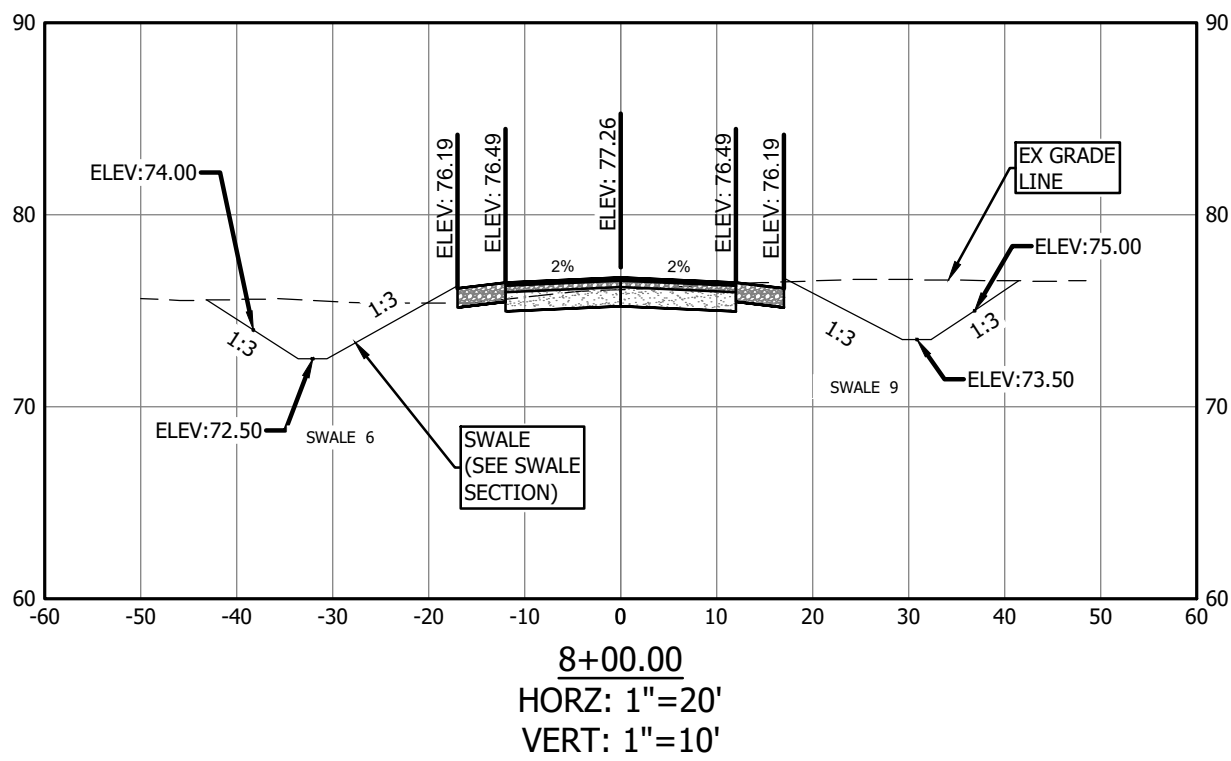
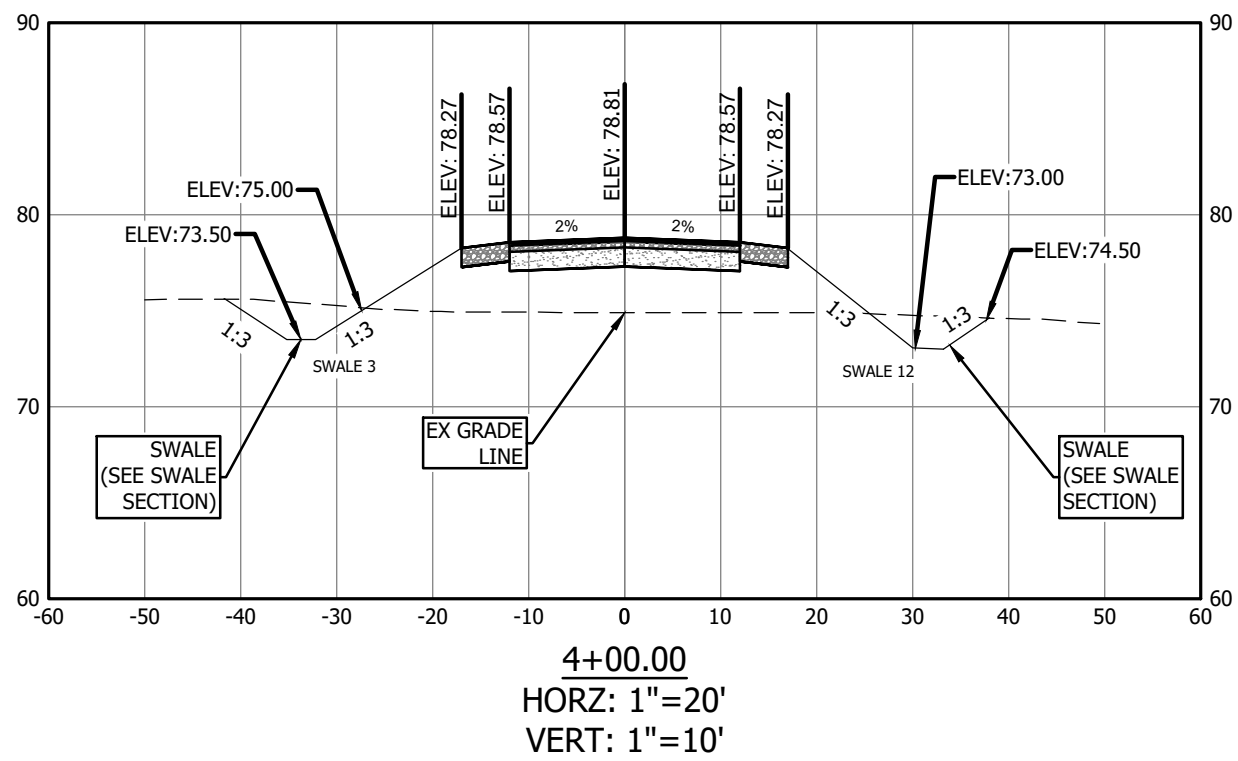


- NOTES:**
- ALL ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
 - REFER TO SHEET C-303 FOR ROADWAY CROSS SECTIONS.
 - CONTRACTOR TO MODIFY EXISTING CONCRETE DRIVEWAY TO ACCOMMODATE PROPOSED IMPROVEMENTS AS NEEDED. CONTRACTOR TO NOTIFY ENGINEER OF MODIFICATIONS PRIOR TO CONSTRUCTION.

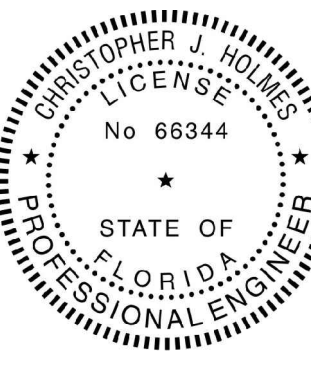
ENTRANCE ROAD
STA 7+80 TO STA 11+60
HORIZ: 1" = 20'
VERT: 1" = 10'



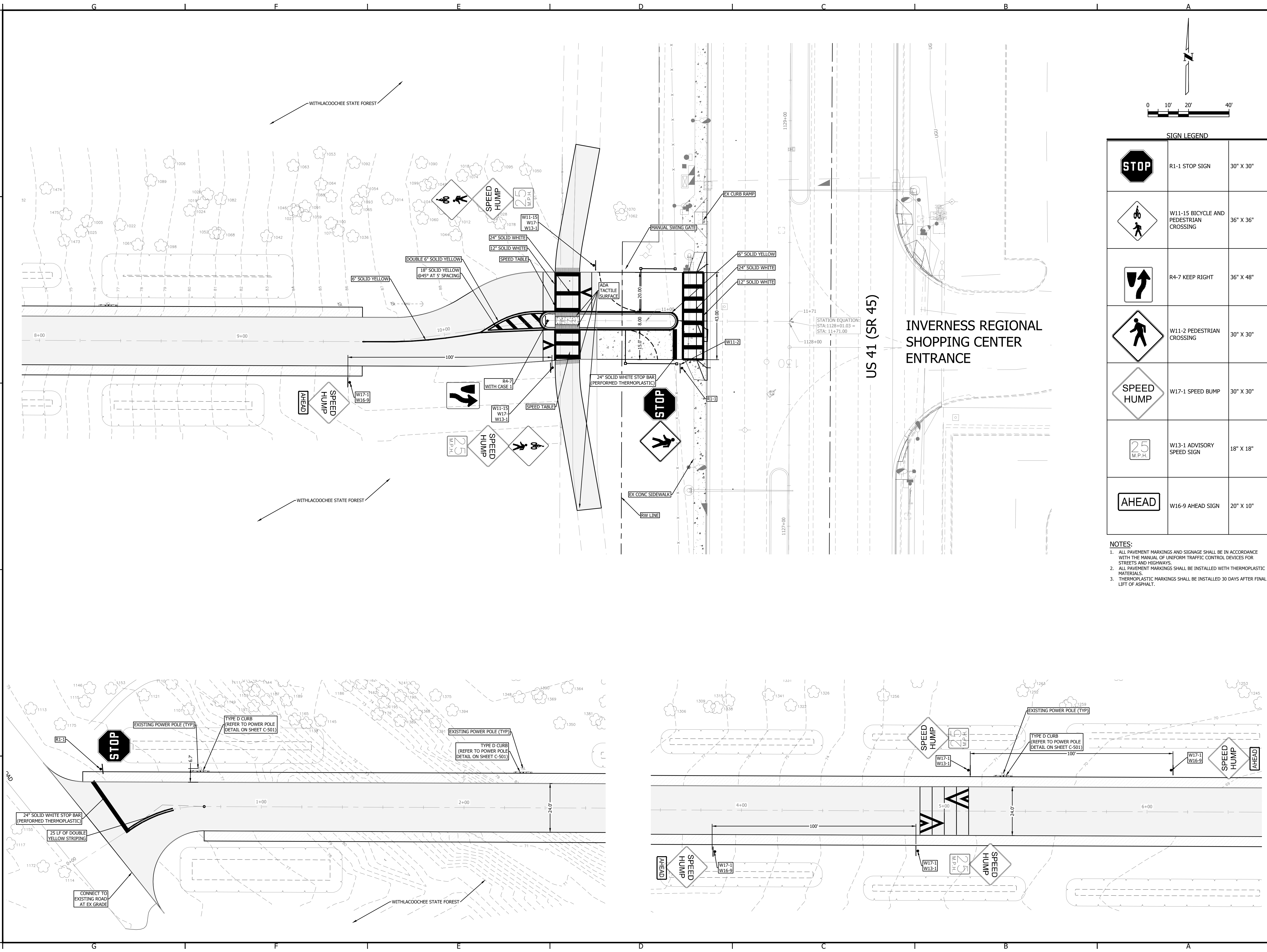
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PLOTTER: GRACE TURNER
DRAWING: P-4279.05-Whispering Pines Park GR 41 Entrance CTR L&R C&D 3/9/25 3/9/25 Sections.dwg



NOTE:
1. REFER TO SHEET C-501 FOR
SWALE SECTION DETAIL.

WHISPERING PINES PARK ENTRANCE ROAD IMPROVEMENTS INVERNESS, FLORIDA		ROADWAY CROSS SECTIONS	
SHEET C-303		4279.05	
151.687.2220		CERT NO: 6091	
		wGInc.com	
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411		No. DATE BY	
			
100% CDS 11/22/24			

SHEET: 12/20/2024 10:57 AM
DRAWN BY: GRACE TURNER
CHECKED BY: GRACE TURNER
DATE: 12/20/2024
PROJECT: WHISPERING PINES PARK SR 41 ENTRANCE IMPROVEMENTS AND STRIPING PLAN



SIGN LEGEND		
	R1-1 STOP SIGN	30" X 30"
	W11-15 BICYCLE AND PEDESTRIAN CROSSING	36" X 36"
	R4-7 KEEP RIGHT	36" X 48"
	W11-2 PEDESTRIAN CROSSING	30" X 30"
	W17-1 SPEED BUMP	30" X 30"
	W13-1 ADVISORY SPEED SIGN	18" X 18"
	W16-9 AHEAD SIGN	20" X 10"

- NOTES:
- ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
 - ALL PAVEMENT MARKINGS SHALL BE INSTALLED WITH THERMOPLASTIC MATERIALS.
 - THERMOPLASTIC MARKINGS SHALL BE INSTALLED 30 DAYS AFTER FINAL LIFT OF ASPHALT.

REVISION

DATE

BY

CERT NO. 6901

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2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

151.687.2220

CHOLMES

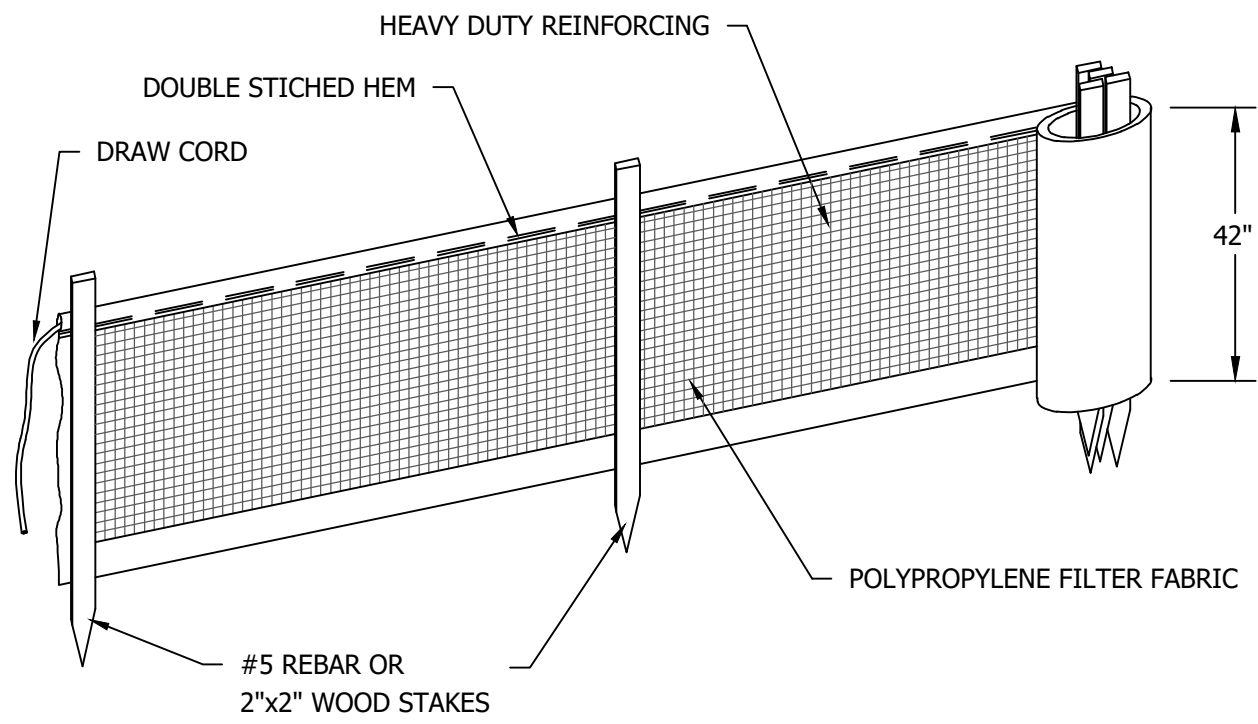
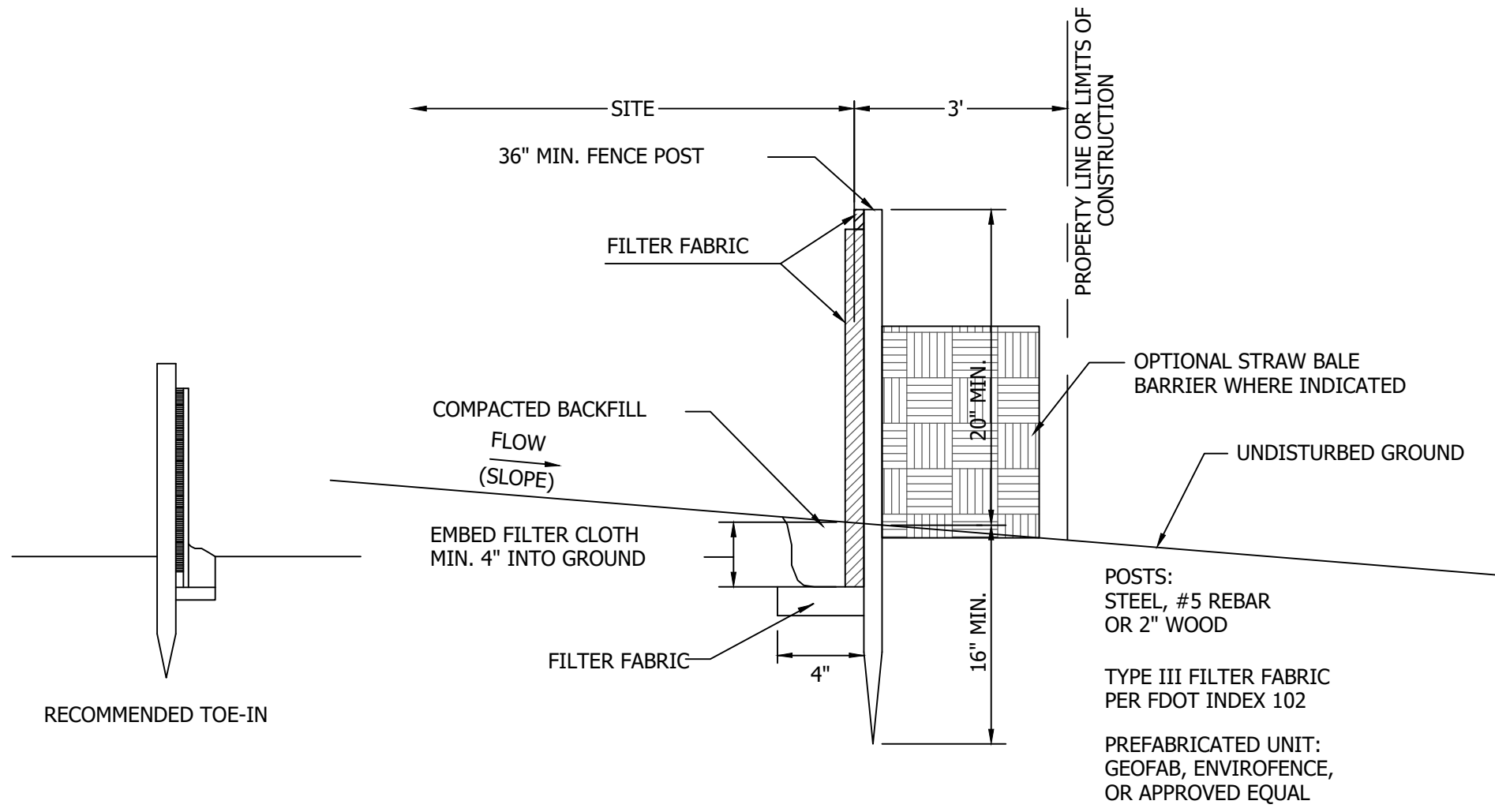
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11/22/24

WHISPERING PINES PARK
ENTRANCE ROAD IMPROVEMENTS
INVERNESS, FLORIDA

SIGNAGE AND STRIPING PLAN

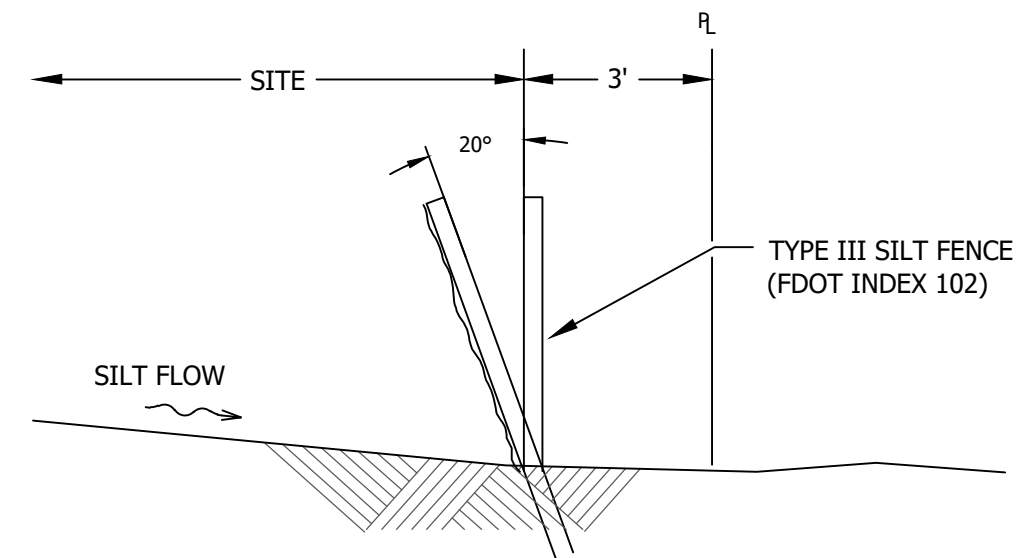
SHEET
C-400

4279.05



NOTES:

1. FILTER FABRIC FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES SPACED EVERY 24" AT TOP AND BOTTOM.
2. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
3. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE OR DEPTH OF ACCUMULATED SEDIMENT REACHES 6 INCHES.
4. SILT FENCE SHALL BE INSTALLED PER MANUFACTURES SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.
5. THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
6. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABILIZED.
7. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PONDING EFFICIENCY.
8. IF DITCH LEVEL IS DEEPER THAN 30", THEN A FLOATING SILT SCREEN SHALL BE USED.

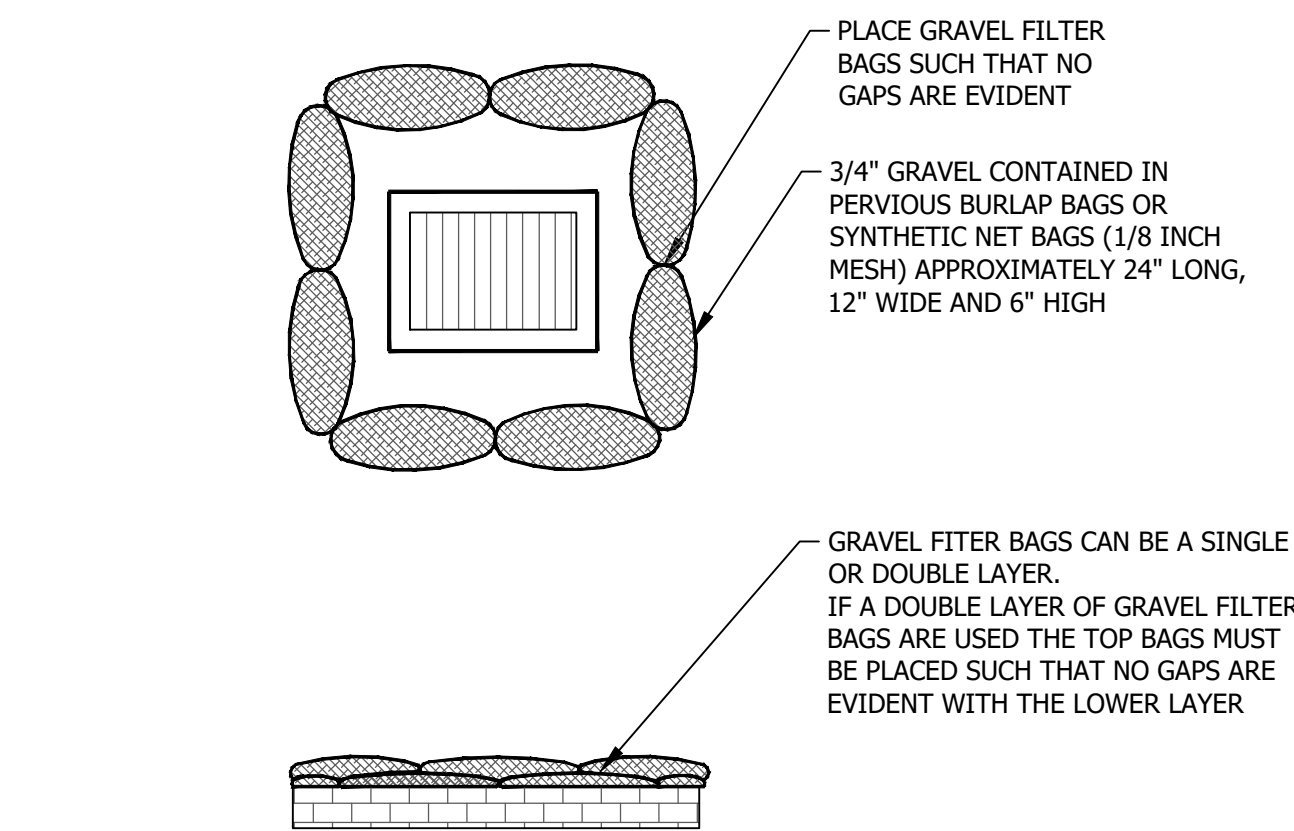


SILT FENCE

SCALE: NONE

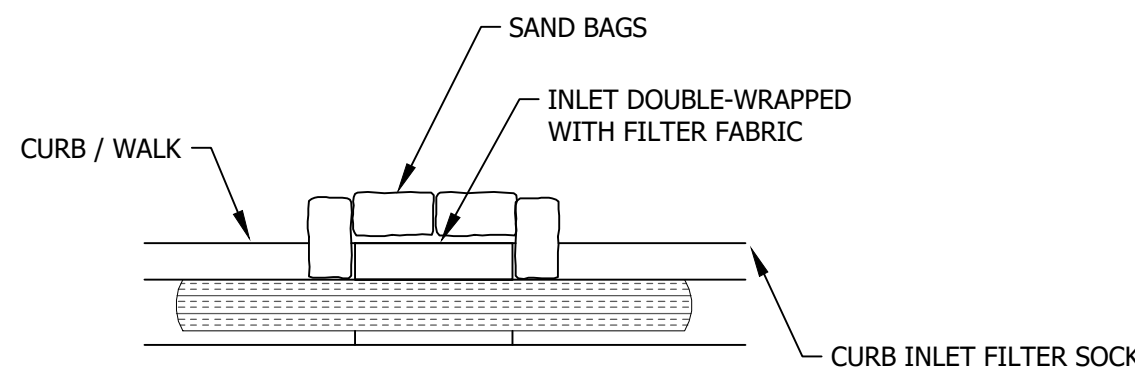
SILT FENCE INSTALLATION

SCALE: NONE



DITCH/PAVEMENT INLET PROTECTION

SCALE: NONE

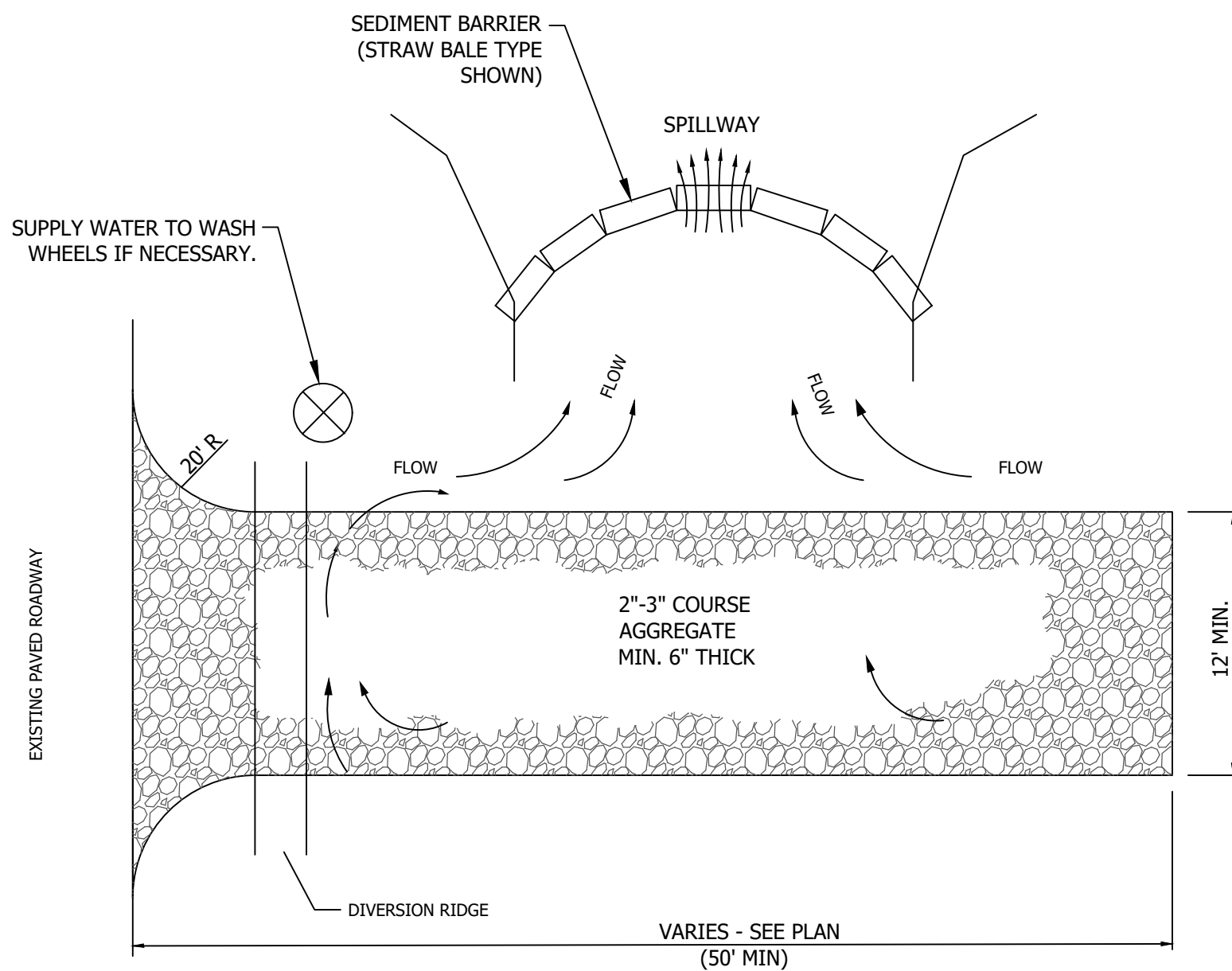


NOTES:

1. CURB INLET SOCK SHALL NOT BE ABOVE THE SIDEWALK IF OPEN TO PEDESTRIANS.

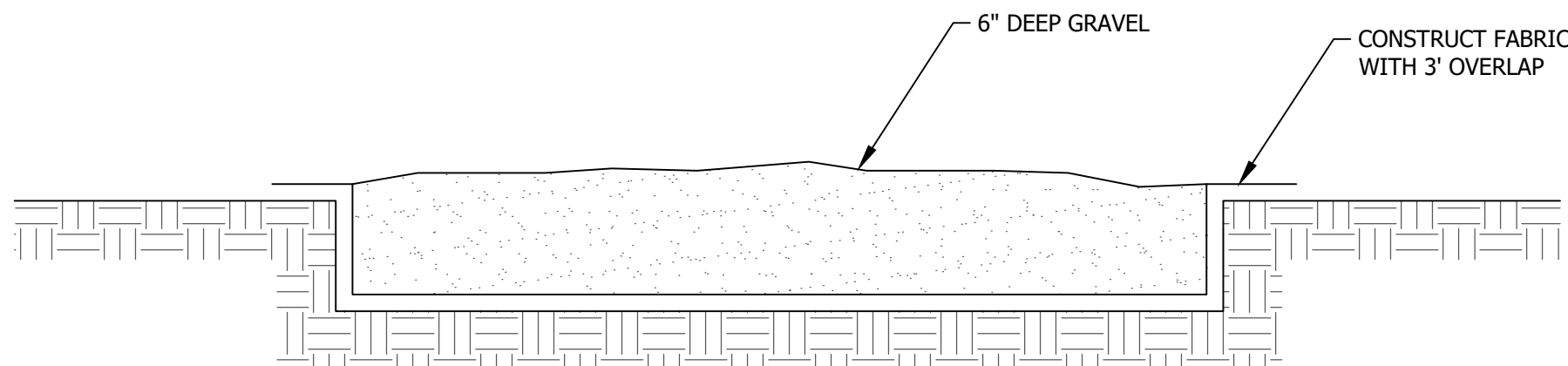
CURB INLET PROTECTION

SCALE: NONE



NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.



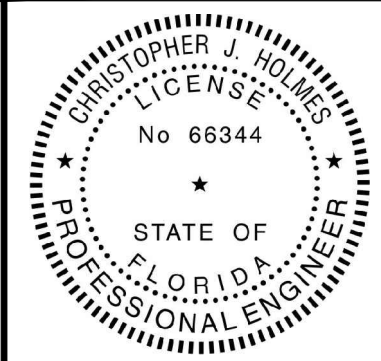
TEMPORARY CONSTRUCTION ENTRANCE

SCALE: NONE

CERT NO: 6901



351.687.2220



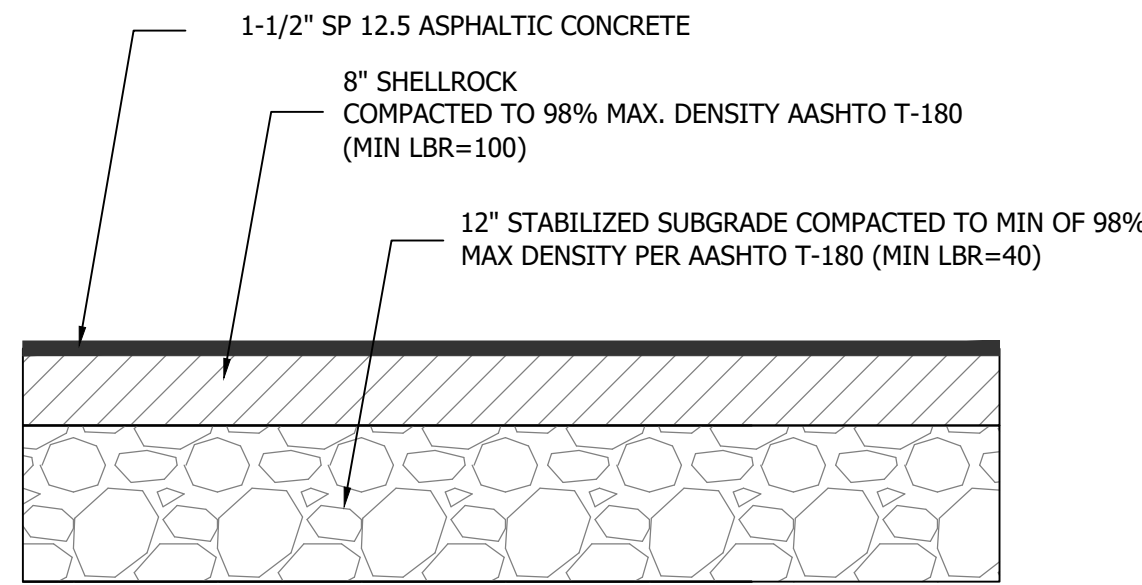
100% CDS
11/22/24

WHISPERING PINES PARK
INVERNESS, FLORIDA
EROSION AND SEDEMENTATION CONTROL DETAILS

SHEET

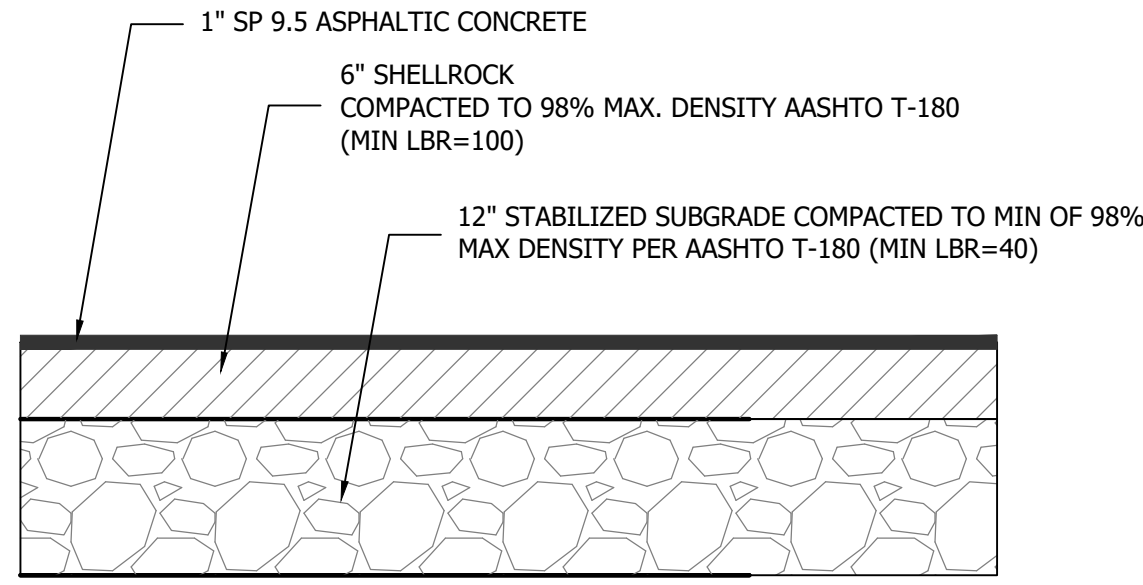
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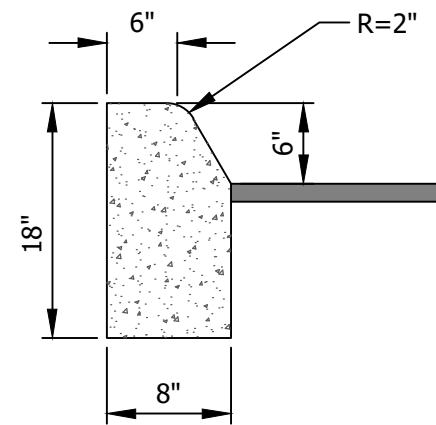
TYPICAL ASPHALT PAVEMENT SECTION

SCALE: NONE



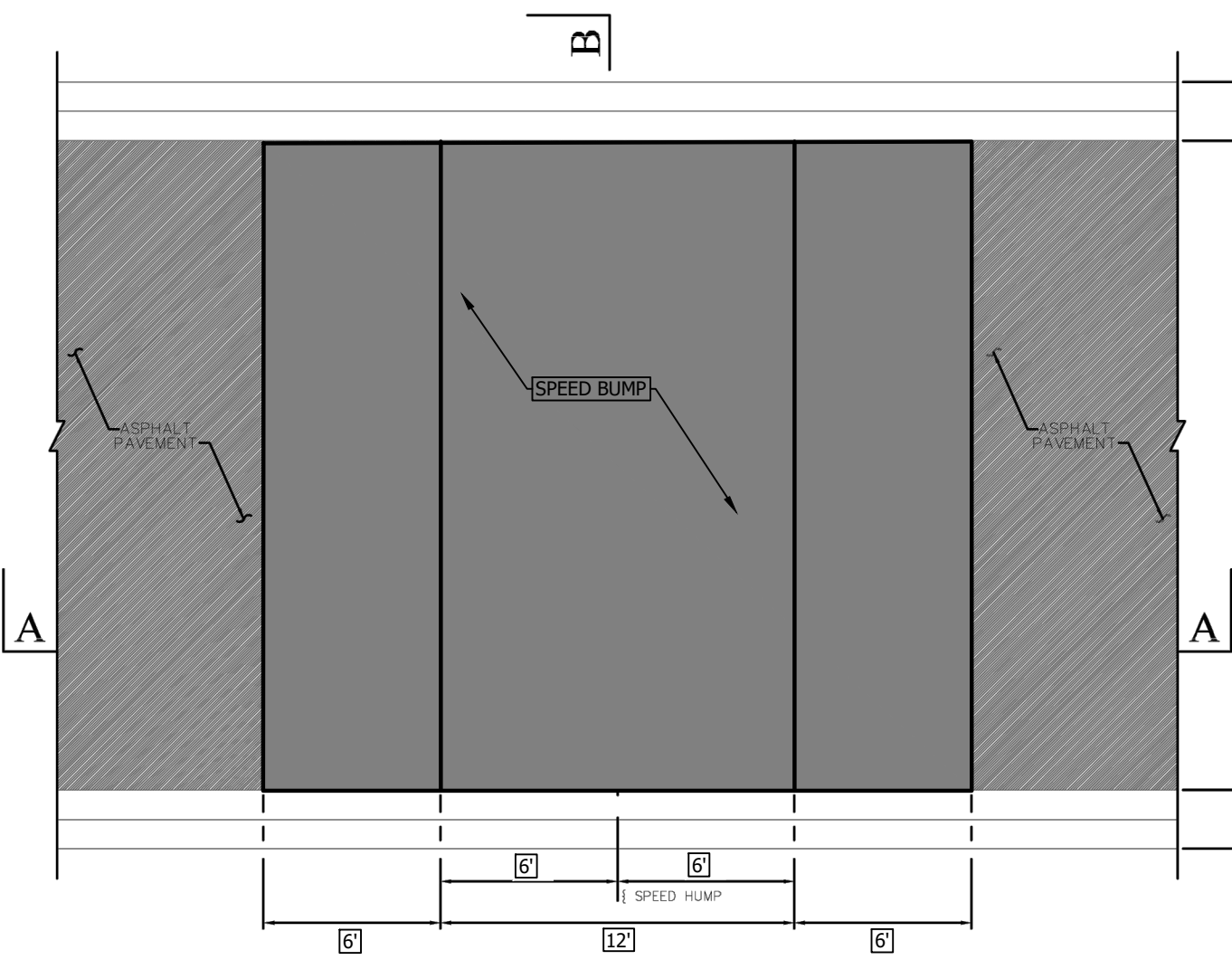
TYPICAL ASPHALT TRAIL SECTION

SCALE: NONE

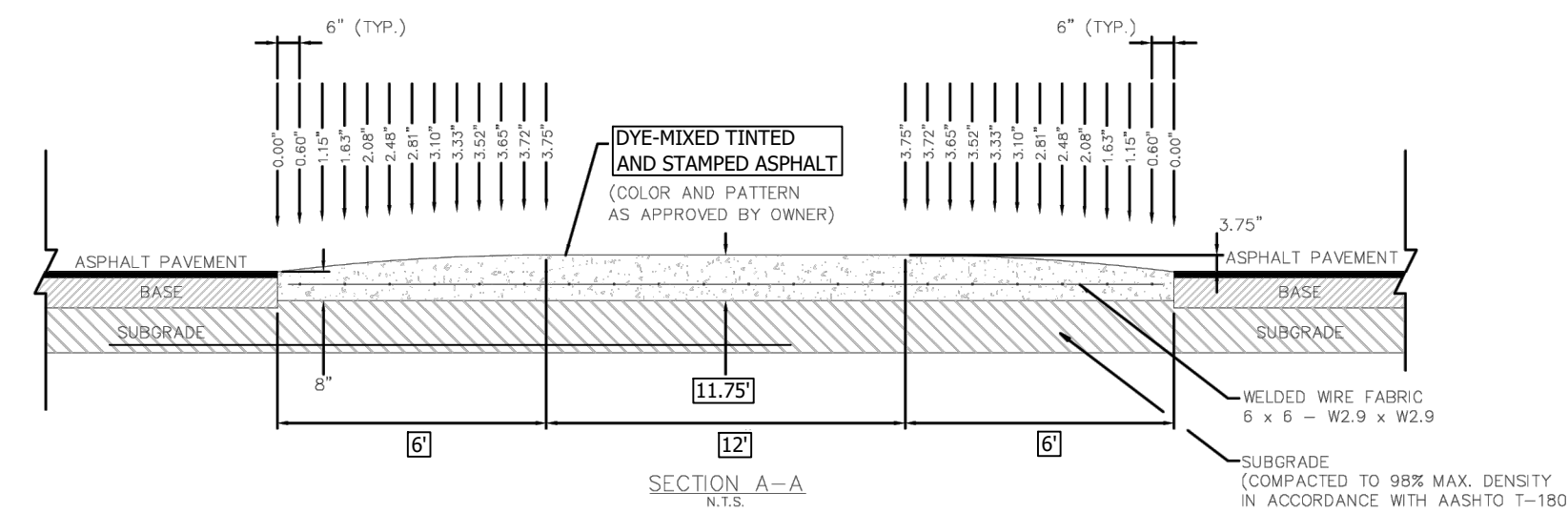


TYPE "D" CURB

SCALE: NONE

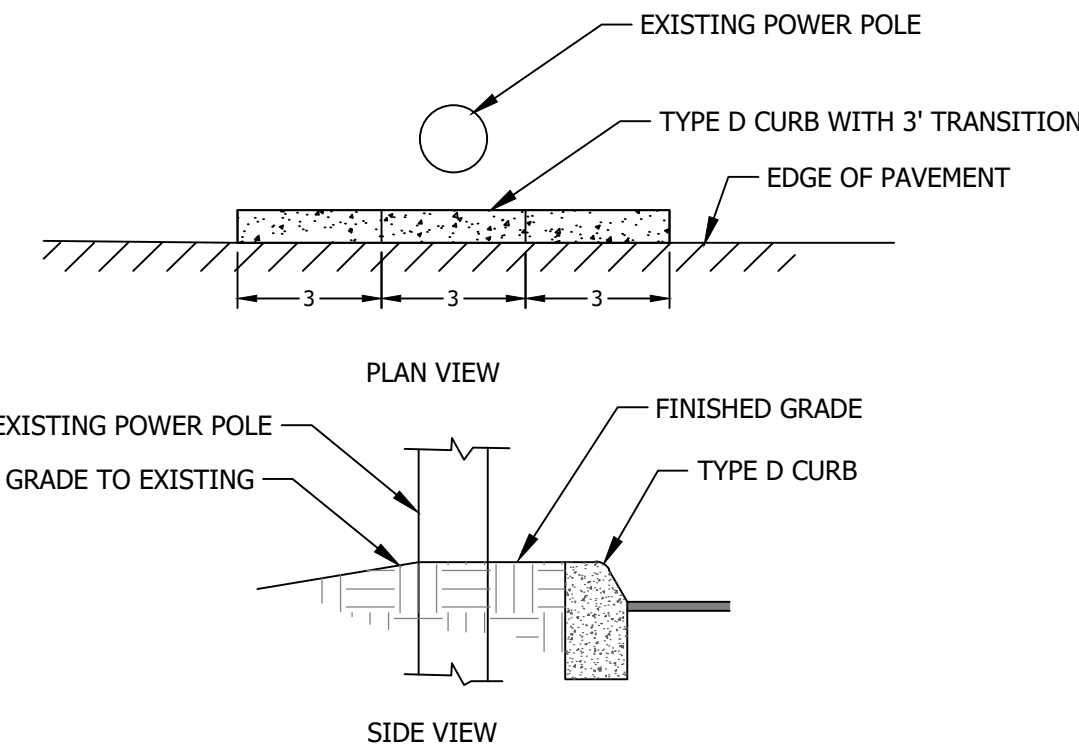


SPEED HUMP DETAIL
N.T.S.



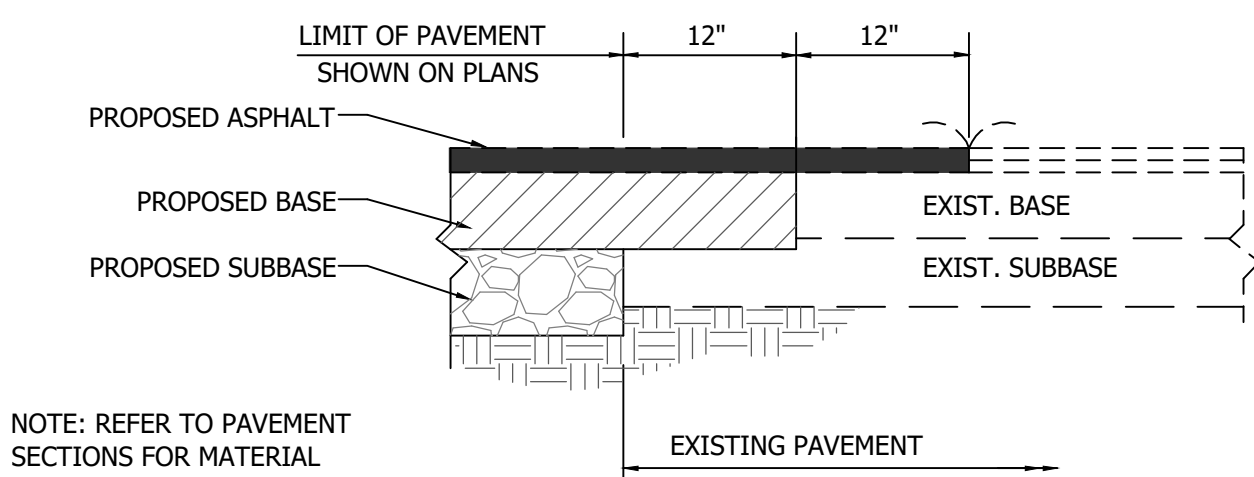
FLAT TOPPED SPEED TABLE/HUMP

SCALE: NONE



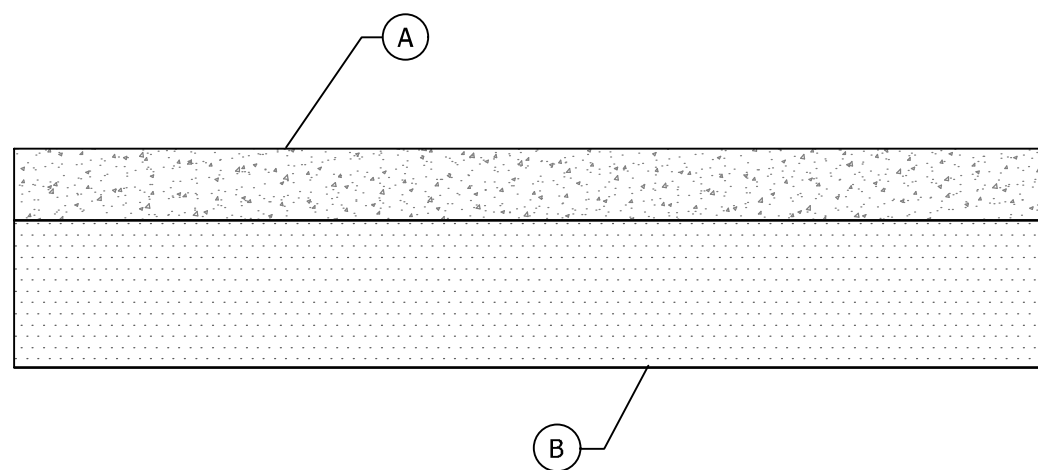
POWER POLE DETAIL

SCALE: NONE



NEW PAVEMENT SECTION TO
EXISTING PAVEMENT TRANSITION

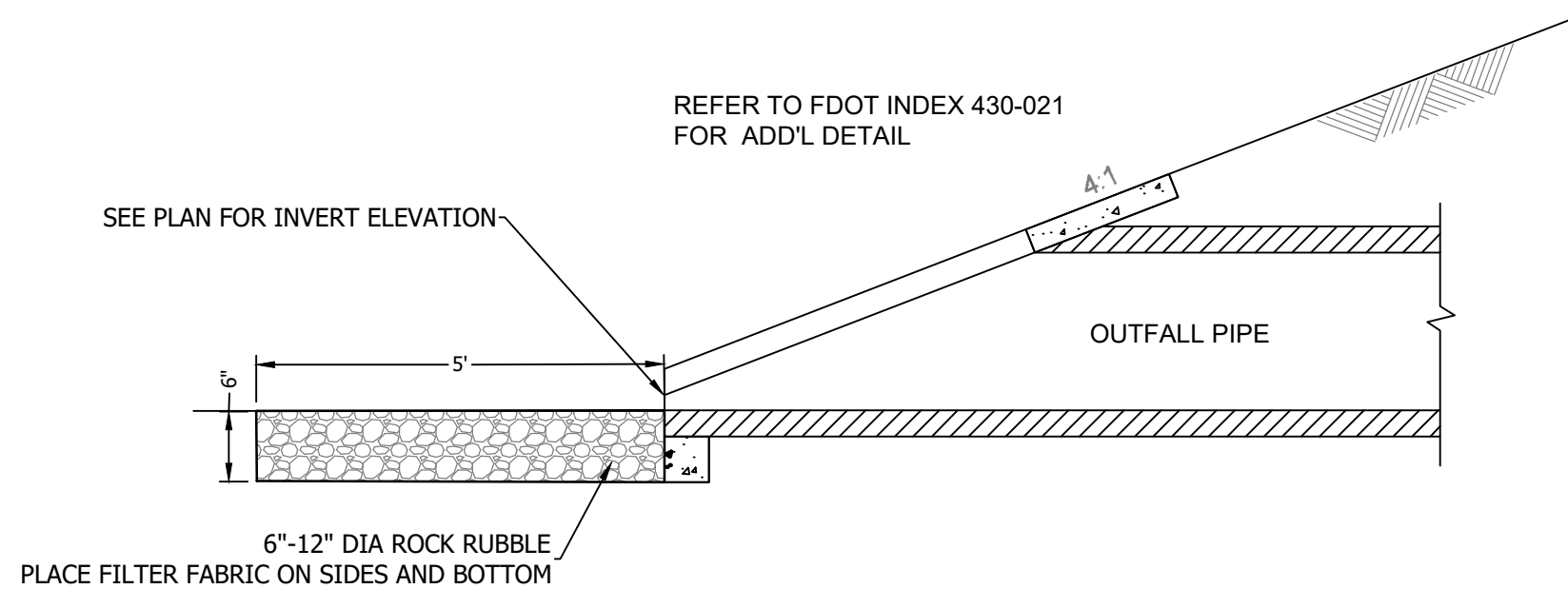
SCALE: NONE



TYPICAL CONCRETE PAVEMENT SECTION

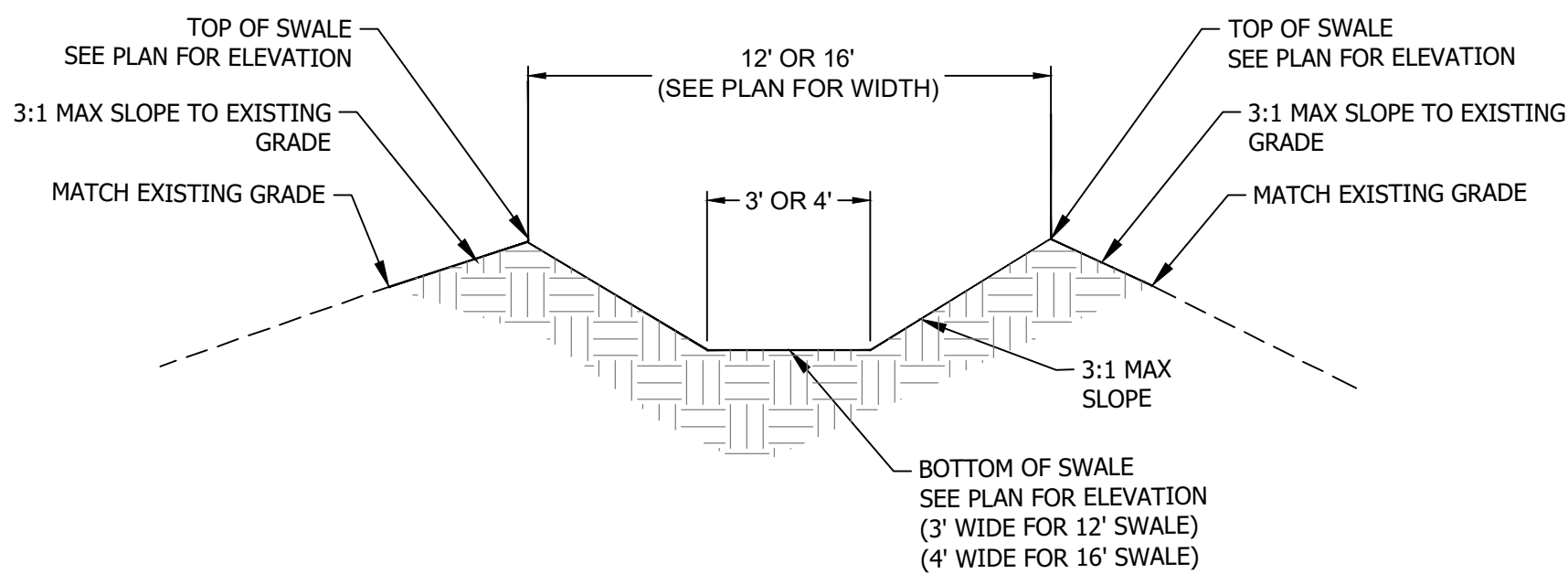
SCALE: NONE

- MATERIALS AND SPECIFICATIONS:
(CONCRETE PAVEMENT)
- A 6" MIN. 3,000 PSI 28 DAY COMPRESSIVE STRENGTH CONCRETE (STANDARD DUTY)
 - B MIN. 12" SUBGRADE COMPACTED TO A MIN. OF 95% MAX. DENSITY PER AASHTO T-180



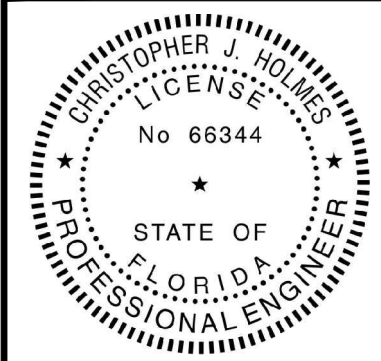
MITERED END DETAIL

SCALE: NONE



TYPICAL SWALE SECTION

SCALE: NONE



100% CDS
11/22/24

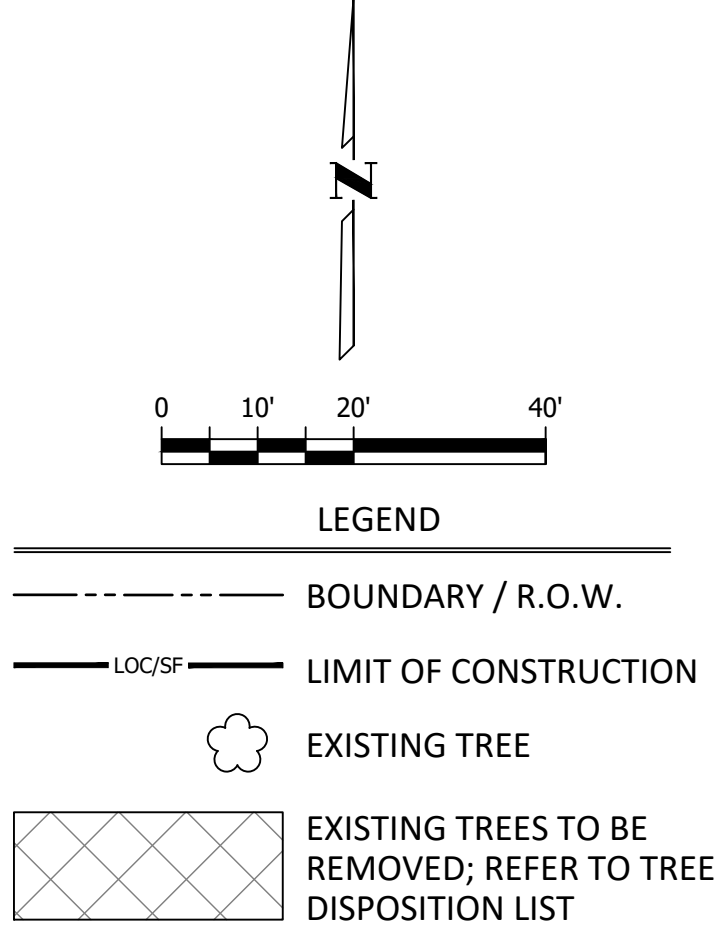
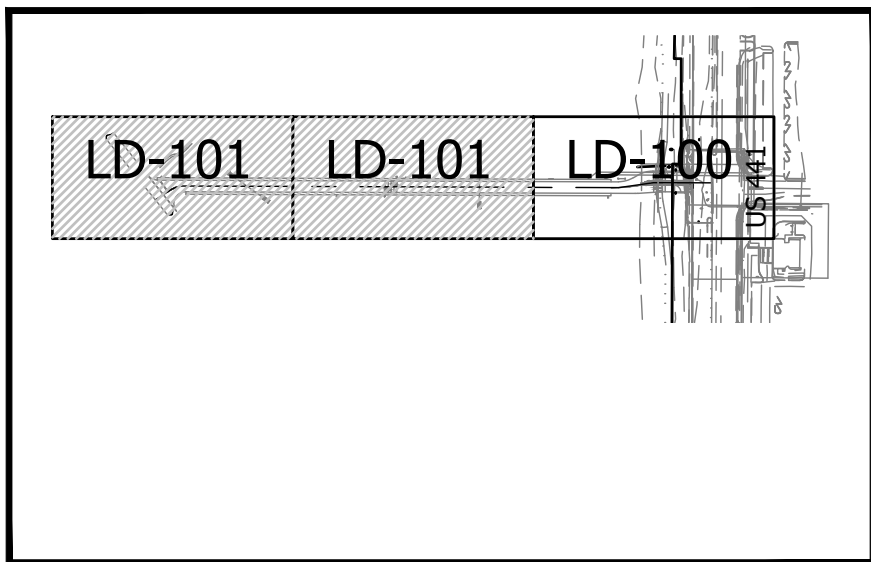
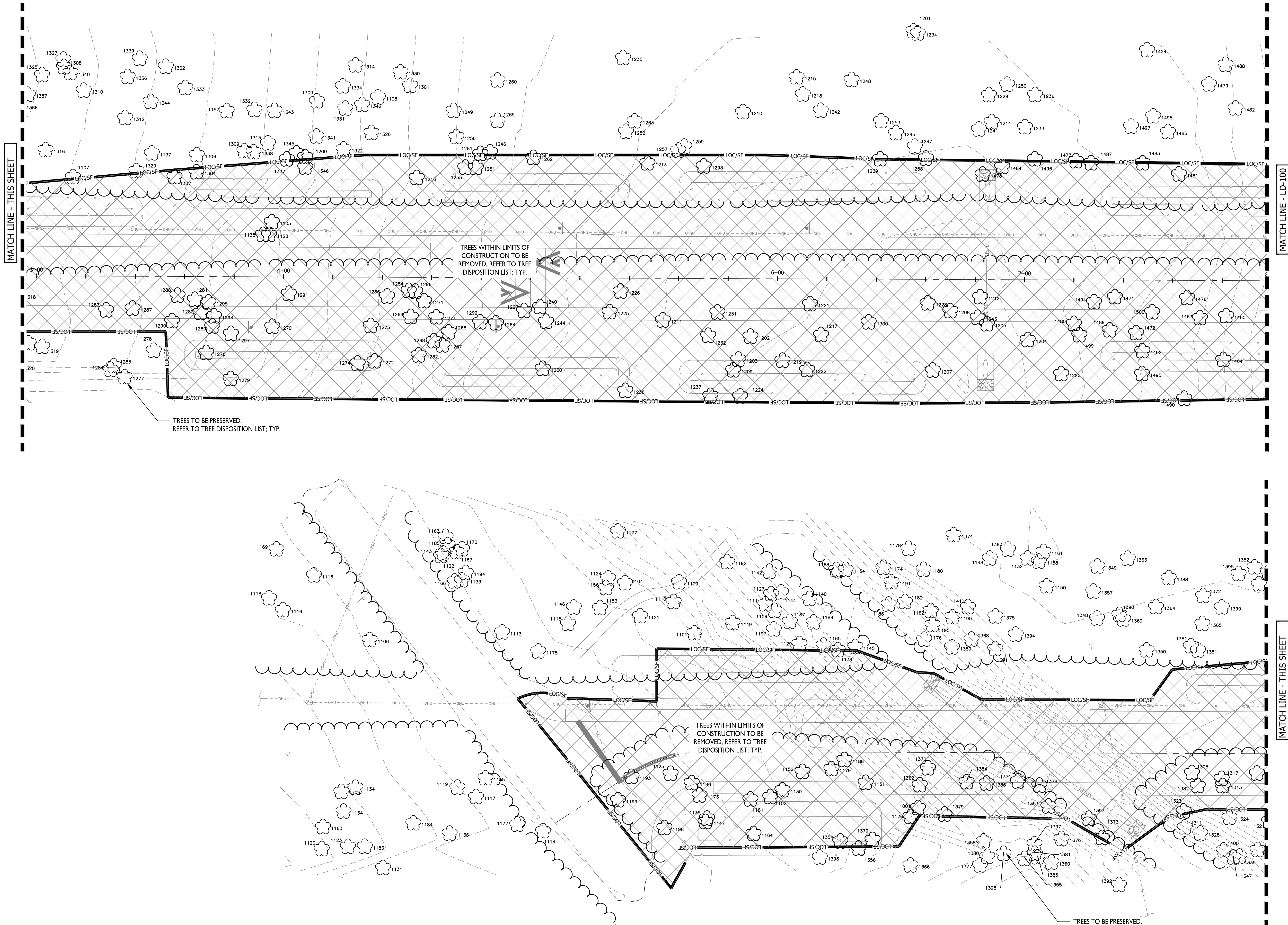
WHISPERING PINES PARK
INVERNESS, FLORIDA
PAVING, GRADING AND DRAINAGE DETAILS

SHEET
C-501
4279.05



SHEET
C-502
4279.05

SHEET: 8/10/2025 3:29PM
ROUTED BY: KIRSTEN SIEGEL
DRAWING: WHISPERING PINES PARK



WHISPERING PINES PARK ENTRANCE ROAD IMPROVEMENTS INVERNESS, FL	
TREE DISPOSITION PLAN	
SHEET LD-101	
4279.05	
PREPARED UNDER THE SUPERVISION OF KIRSTEN SIEGEL LA #6667375	
100% CDS MARCH 20, 2025	
WGI. wginc.com 2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411	
CERT NO: 6051 951.687.2220	
REVISION	
DATE	
BY	

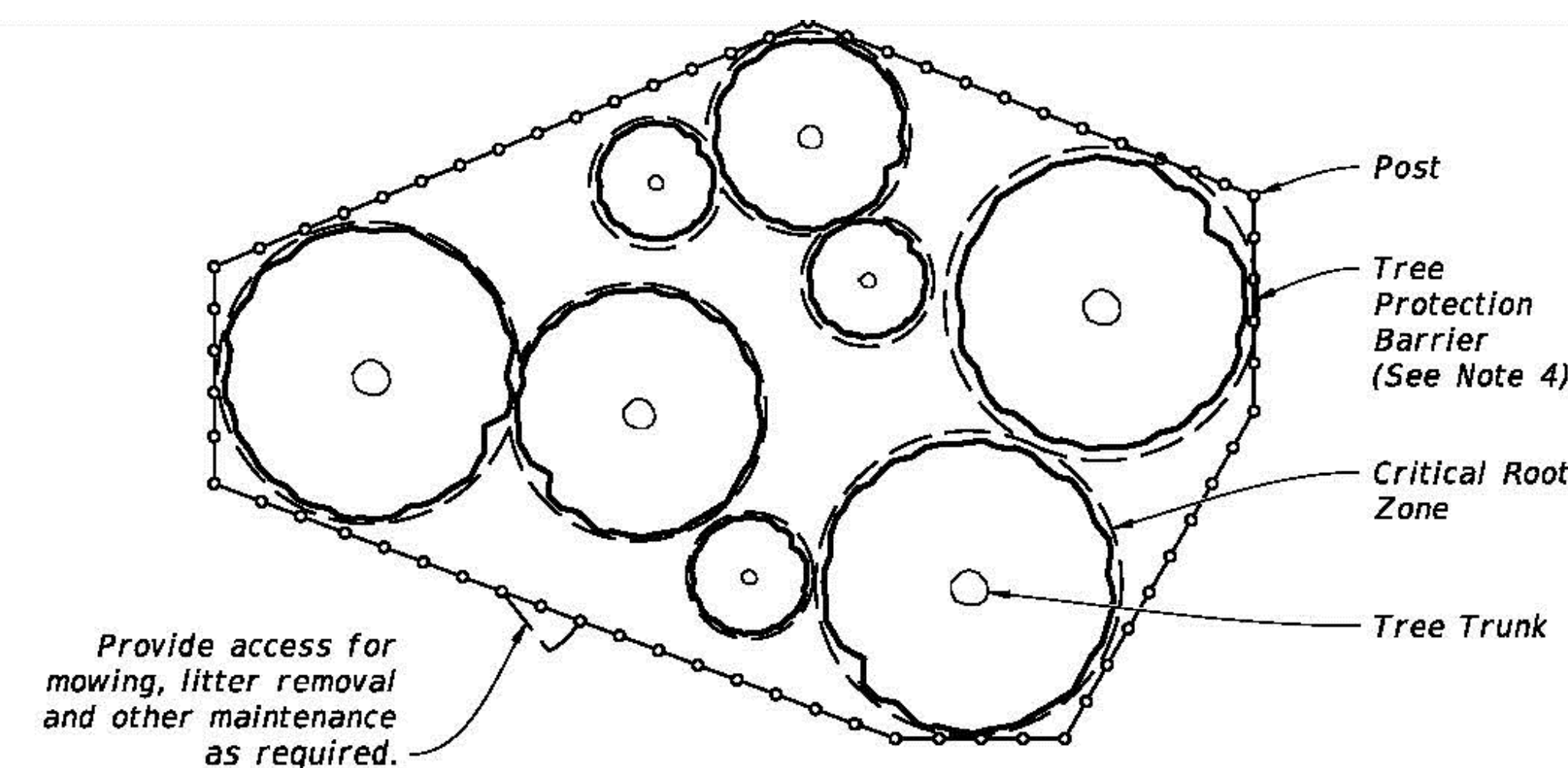
Tag #	Common Name	Scientific Name	DBH (inches)	Disposition
1001	Laurel Oak	Quercus laurifolia	8	Remove
1002	Laurel Oak	Quercus laurifolia	8	Remove
1003	Laurel Oak	Quercus laurifolia	13	Remove
1004	Laurel Oak	Quercus laurifolia	5	Remove
1005	Laurel Oak	Quercus laurifolia	11.5	Preserve
1006	Water Oak	Quercus nigra	17	Preserve
1007	Laurel Oak	Quercus laurifolia	6.5	Remove
1008	Laurel Oak	Quercus laurifolia	7	Remove
1009	Laurel Oak	Quercus laurifolia	4	Remove
1010	Laurel Oak	Quercus laurifolia	9	Preserve
1011	Laurel Oak	Quercus laurifolia	11	Remove
1012	Water Oak	Quercus nigra	4.5	Preserve
1014	Slash Pine	Pinus elliotii	12	Preserve
1015	Laurel Oak	Quercus laurifolia	13	Remove
1016	Water Oak	Quercus nigra	8.5	Remove
1017	Laurel Oak	Quercus laurifolia	8.5	Remove
1018	Laurel Oak	Quercus laurifolia	7	Preserve
1019	Water Oak	Quercus nigra	12.5	Preserve
1020	Laurel Oak	Quercus laurifolia	4	Remove
1021	Laurel Oak	Quercus laurifolia	6	Remove
1022	Water Oak	Quercus nigra	14	Preserve
1023	Laurel Oak	Quercus laurifolia	4	Remove
1024	Water Oak	Quercus nigra	8	Preserve
1025	Laurel Oak	Quercus laurifolia	13	Preserve
1026	Water Oak	Quercus nigra	10	Preserve
1027	Water Oak	Quercus nigra	7	Preserve
1028	Laurel Oak	Quercus laurifolia	7	Preserve
1029	Slash Pine	Pinus elliotii	13	Remove
1030	Laurel Oak	Quercus laurifolia	3	Remove
1031	Laurel Oak	Quercus laurifolia	6	Remove
1032	Laurel Oak	Quercus laurifolia	3	Remove
1033	Slash Pine	Pinus elliotii	12	Remove
1034	Laurel Oak	Quercus laurifolia	N/A	Remove
1035	Laurel Oak	Quercus laurifolia	6	Remove
1036	Laurel Oak	Quercus laurifolia	6	Preserve
1037	Laurel Oak	Quercus laurifolia	N/A	Remove
1038	Laurel Oak	Quercus laurifolia	23	Remove
1039	Laurel Oak	Quercus laurifolia	7	Remove
1040	Laurel Oak	Quercus laurifolia	5	Remove
1041	Water Oak	Quercus nigra	5	Preserve
1042	Water Oak	Quercus nigra	13.5	Preserve
1043	Laurel Oak	Quercus laurifolia	6.5	Remove
1044	Water Oak	Quercus nigra	5	Preserve
1045	Slash Pine	Pinus elliotii	13	Preserve
1046	Laurel Oak	Quercus laurifolia	11	Preserve
1047	Water Oak	Quercus nigra	7.5	Remove
1048	Laurel Oak	Quercus laurifolia	6.5	Remove
1049	Laurel Oak	Quercus laurifolia	4	Preserve
1050	Water Oak	Quercus nigra	9.5	Preserve
1051	Laurel Oak	Quercus laurifolia	17	Remove
1052	Laurel Oak	Quercus laurifolia	4	Preserve
1053	Laurel Oak	Quercus nigra	12.5	Preserve
1054	Live Oak	Quercus virginiana	5	Preserve
1055	Laurel Oak	Quercus laurifolia	9	Remove
1056	Laurel Oak	Quercus laurifolia	12	Remove
1057	Laurel Oak	Quercus laurifolia	6	Remove
1058	Laurel Oak	Quercus laurifolia	12	Remove
1059	Slash Pine	Pinus elliotii	17.5	Preserve
1060	Water Oak	Quercus nigra	12.5	Preserve
1061	Water Oak	Quercus nigra	15	Preserve
1062	Laurel Oak	Quercus laurifolia	8	Preserve
1063	Water Oak	Quercus nigra	12	Preserve
1064	Live Oak	Quercus virginiana	7	Preserve
1065	Live Oak	Quercus virginiana	5	Preserve
1066	Live Oak	Quercus virginiana	10	Remove
1067	Laurel Oak	Quercus laurifolia	6	Remove
1068	Laurel Oak	Quercus laurifolia	14	Preserve
1069	Water Oak	Quercus nigra	6.5	Remove
1070	Laurel Oak	Quercus laurifolia	10	Preserve
1071	Water Oak	Quercus nigra	4.5	Preserve
1072	Laurel Oak	Quercus laurifolia	10	Remove
1073	Laurel Oak	Quercus laurifolia	6	Remove
1074	Water Oak	Quercus nigra	7.5	Preserve
1075	Laurel Oak	Quercus laurifolia	13	Remove
1076	Water Oak	Quercus nigra	9	Remove
1077	Laurel Oak	Quercus laurifolia	12	Remove
1078	Water Oak	Quercus nigra	9	Preserve
1079	Laurel Oak	Quercus laurifolia	6	Remove
1080	Water Oak	Quercus nigra	10	Remove
1081	Laurel Oak	Quercus laurifolia	4	Remove
1082	Water Oak	Quercus nigra	9.5	Preserve
1083	Laurel Oak	Quercus laurifolia	5.5	Remove
1084	Laurel Oak	Quercus laurifolia	9	Remove
1085	Water Oak	Quercus nigra	4	Remove
1086	Live Oak	Quercus virginiana	6	Remove
1087	Laurel Oak	Quercus laurifolia	11	Remove
1088	Live Oak	Quercus virginiana	5	Preserve
1089	Water Oak	Quercus nigra	18	Preserve
1090	Sabal Palm	Sabal palmetto	7	Preserve

Tag #	Common Name	Scientific Name	DBH (inches)	Disposition
1242	Laurel Oak	Quercus laurifolia	N/A	Preserve
1243	Camphor Tree	Camphora officinarum	7	Remove
1244	Laurel Oak	Quercus laurifolia	12	Remove
1245	Slash Pine	Pinus elliotii	29	Preserve
1246	Sabal Palm	Sabal palmetto	16'	Remove
1247	Water Oak	Quercus nigra	5	Preserve
1248	Laurel Oak	Quercus laurifolia	11	Preserve
1249	Slash Pine	Pinus elliotii	13	Preserve
1250	Laurel Oak	Quercus laurifolia	13	Preserve
1251	Water Oak	Quercus nigra	5	Remove
1252	Water Oak	Quercus nigra	5	Preserve
1253	Magnolia	Magnolia grandiflora	7	Preserve
1254	Laurel Oak	Quercus laurifolia	15	Remove
1255	Laurel Oak	Quercus laurifolia	10	Remove
1256	Water Oak	Quercus nigra	8	Preserve
1257	Laurel Oak	Quercus laurifolia	16	Preserve
1258	Live Oak	Quercus virginiana	11	Remove
1259	Magnolia	Magnolia grandiflora	3	Preserve
1260	Slash Pine	Pinus elliotii	N/A	Preserve
1261	Slash Pine	Pinus elliotii	14	Remove
1262	Slash Pine	Pinus elliotii	15	Remove
1263	Camphor Tree	Camphora officinarum	6	Preserve
1264	Slash Pine	Pinus elliotii	13	Remove
1265	Slash Pine	Pinus elliotii	10	Preserve
1266	Laurel Oak	Quercus laurifolia	13	Remove
1267	Laurel Oak	Quercus laurifolia	7	Remove
1268	Slash Pine	Pinus elliotii	17	Remove
1269	Slash Pine	Pinus elliotii	10	Remove
1270	Slash Pine	Pinus elliotii	15	Remove
1271	Laurel Oak	Quercus laurifolia	9	Remove
1272	Laurel Oak	Quercus laurifolia	12	Remove
1273	Slash Pine	Pinus elliotii	14	Remove
1274	Laurel Oak	Quercus laurifolia	12	Remove
1275	Slash Pine	Pinus elliotii	14	Remove
1276	Slash Pine	Pinus elliotii	17	Remove
1277	Laurel Oak	Quercus laurifolia	5	Preserve
1278	Laurel Oak	Quercus laurifolia	8	Preserve
1279	Slash Pine	Pinus elliotii	10	Remove
1280	Laurel Oak	Quercus laurifolia	7.5	Remove
1281	Slash Pine	Pinus elliotii	15	Remove
1282	Laurel Oak	Quercus laurifolia	13	Remove
1283	Laurel Oak	Quercus laurifolia	8	Remove
1284	Slash Pine	Pinus elliotii	10	Preserve
1285	Laurel Oak	Quercus laurifolia	6	Preserve
1286	Slash Pine	Pinus elliotii	17	Remove
1287	Slash Pine	Pinus elliotii	16	Remove
1288	Slash Pine	Pinus elliotii	10	Remove
1289	Slash Pine	Pinus elliotii	7	Remove
1290	Slash Pine	Pinus elliotii	14	Remove
1291	Laurel Oak	Quercus laurifolia	12	Remove
1292	Slash Pine	Pinus elliotii	13	Remove
1293	Sabal Palm	Sabal palmetto	6'	Remove
1294	Slash Pine	Pinus elliotii	7	Remove
1295	Laurel Oak	Quercus laurifolia	7	Remove
1296	Slash Pine	Pinus elliotii	10	Remove
1297	Laurel Oak	Quercus laurifolia	7	Remove
1300	Laurel Oak	Quercus laurifolia	18	Remove
1301	Slash Pine	Pinus elliotii	18	Preserve
1302	Slash Pine	Pinus elliotii	12	Preserve
1303	Slash Pine	Pinus elliotii	15	Preserve
1304	Water Oak	Quercus nigra	3	Remove
1305	Slash Pine	Pinus elliotii	12	Remove
1306	Magnolia	Magnolia grandiflora	5.5	Preserve
1307	Laurel Oak	Quercus laurifolia	5	Remove
1308	Slash Pine	Pinus elliotii	10	Preserve
1309	Water Oak	Quercus nigra	8	Preserve
1310	Water Oak	Quercus nigra	8	Preserve
1311	Slash Pine	Pinus elliotii	14	Preserve
1312	Slash Pine	Pinus elliotii	10	Preserve
1313	Slash Pine	Pinus elliotii	11	Remove
1314	Water Oak	Quercus nigra	4	Preserve
1315	Laurel Oak	Quercus laurifolia	9	Preserve
1316	Water Oak	Quercus nigra	14	Preserve
1317	Laurel Oak	Quercus laurifolia	11	Remove
1318	Laurel Oak	Quercus laurifolia	7	Remove
1319	Laurel Oak	Quercus laurifolia	8	Preserve
1320	Laurel Oak	Quercus laurifolia	8	Preserve
1321	Laurel Oak	Quercus laurifolia	7	Preserve
1322	Water Oak	Quercus nigra	8	Preserve
1323	Slash Pine	Quercus laurifolia	4	Remove
1324	Slash Pine	Pinus elliotii	12	Preserve
1325	Slash Pine	Pinus elliotii	9.5	Preserve
1326	Slash Pine	Pinus elliotii	13	Preserve
1327	Magnolia	Magnolia grandiflora	6	Preserve
1328	Laurel Oak	Quercus laurifolia	9	Preserve
1329	Slash Pine	Pinus elliotii	11	Preserve
1330	Slash Pine	Pinus elliotii	9	Preserve
1331	Slash Pine	Pinus elliotii	13	Preserve
1332	Water Oak	Quercus nigra	4	Preserve
1333	Slash Pine	Pinus elliotii	10	Preserve
1334	Water Oak	Quercus nigra	7	Preserve

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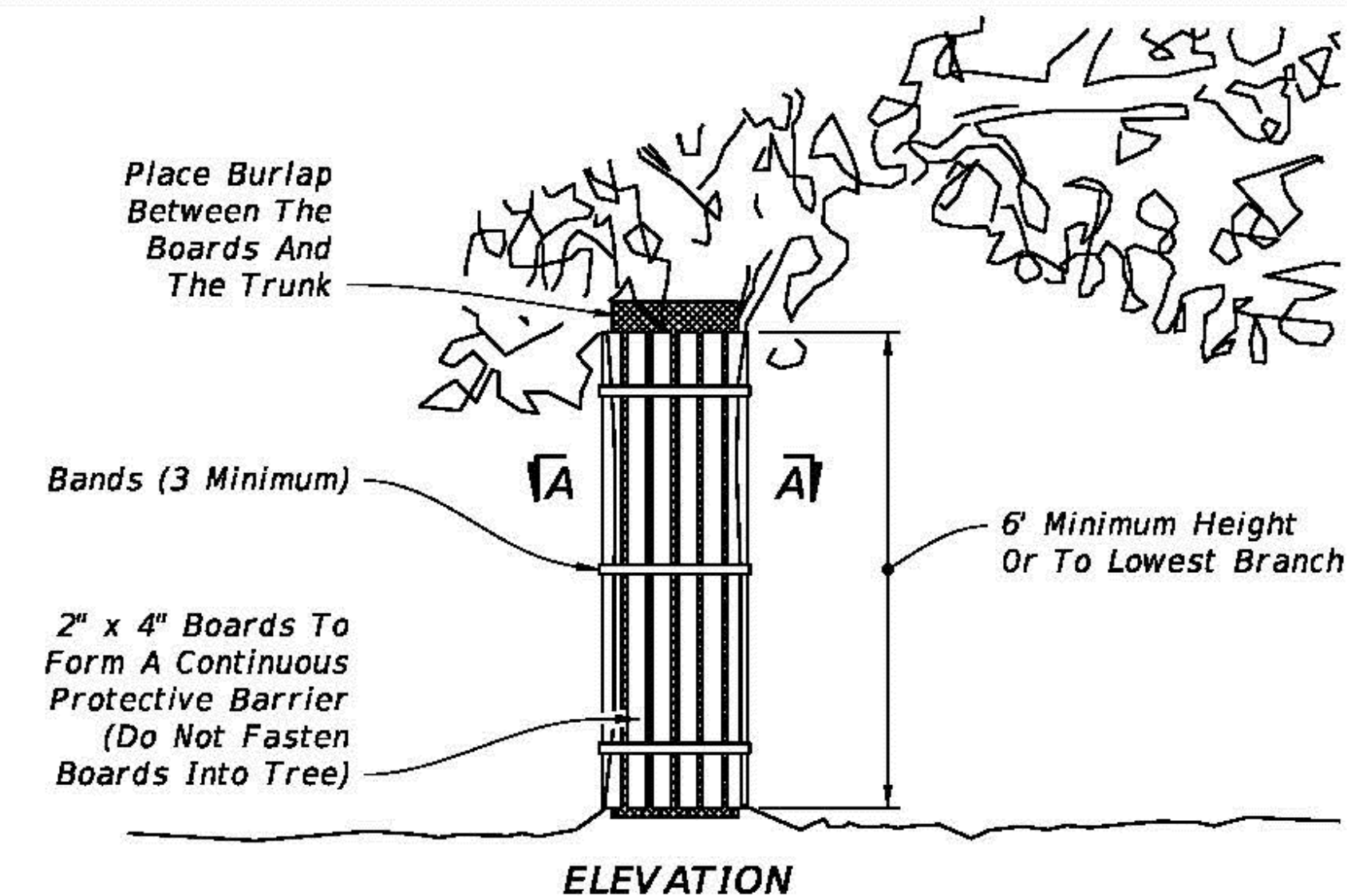
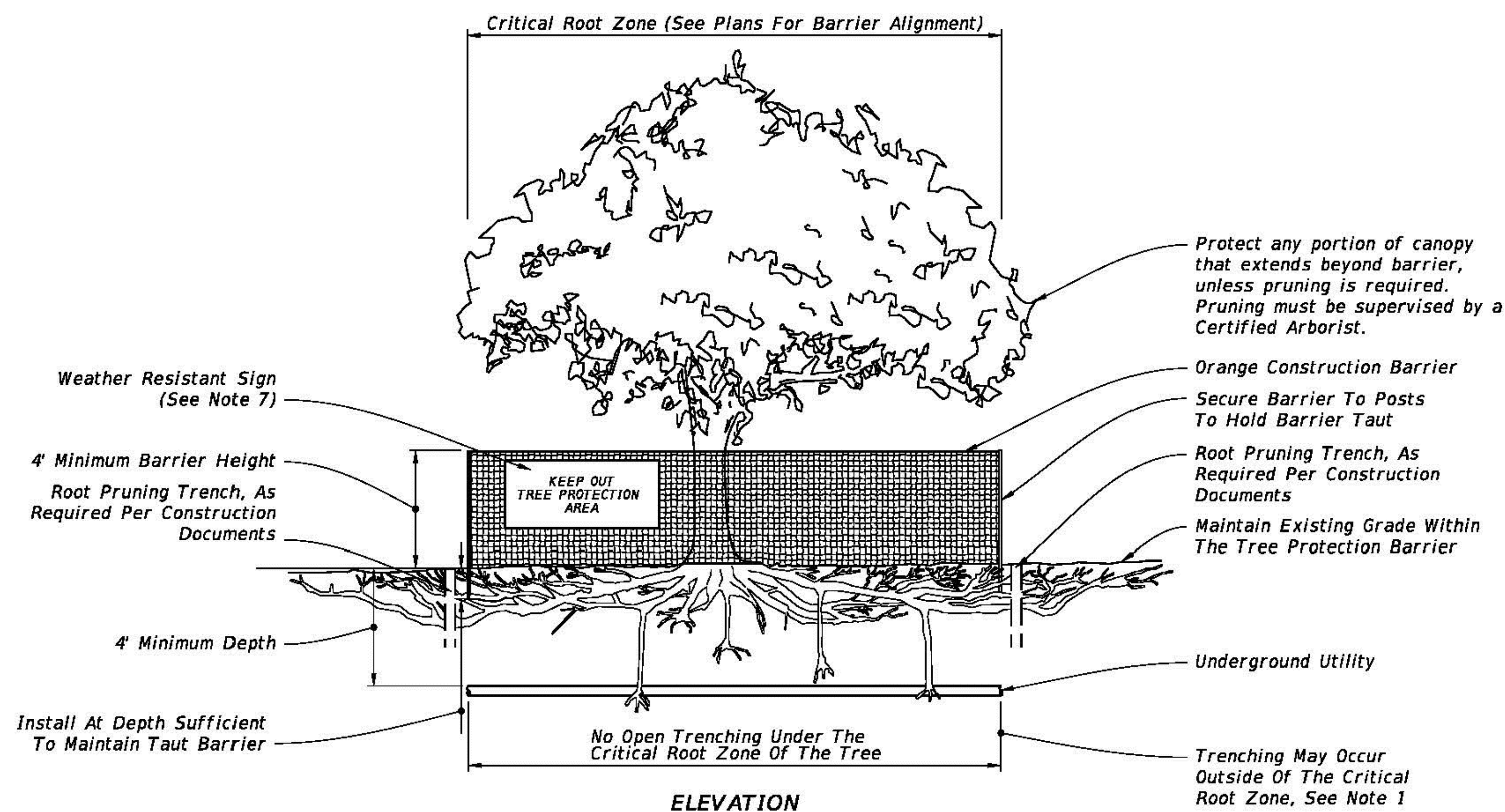
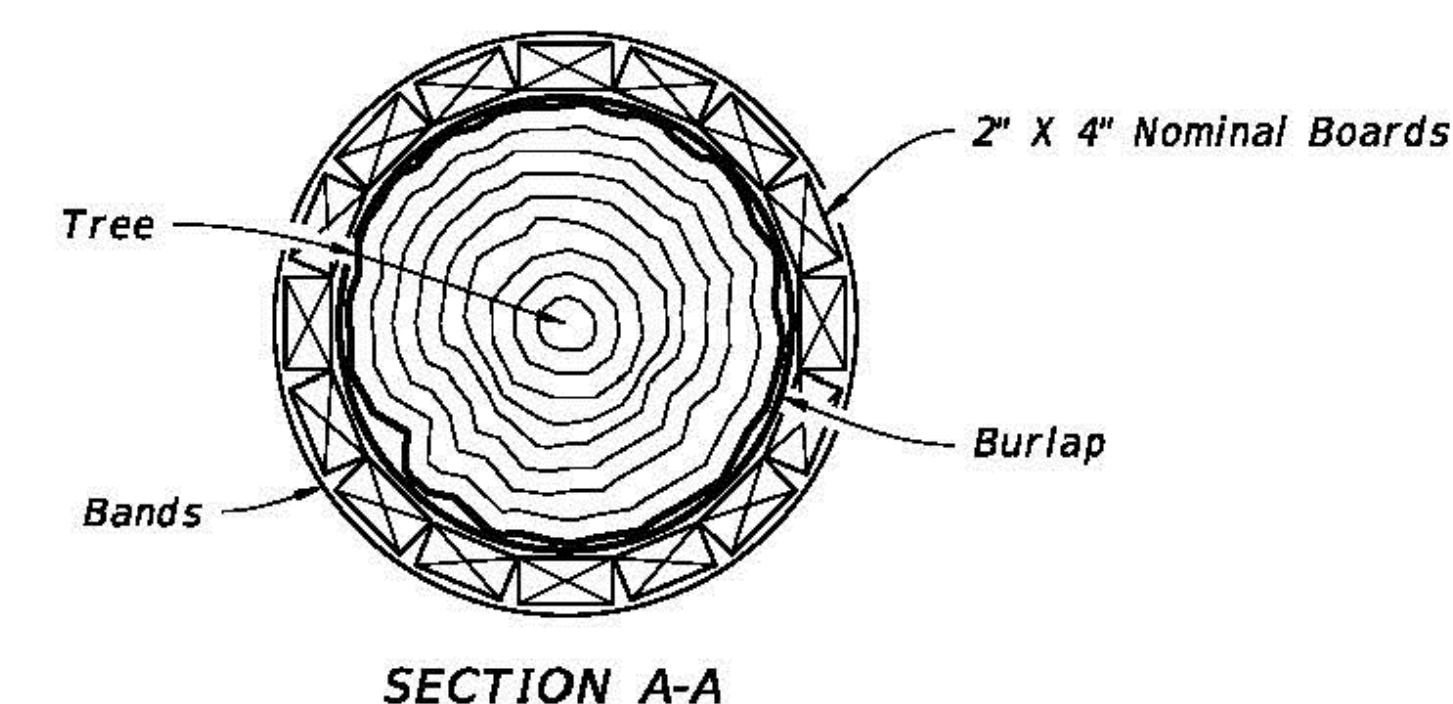
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1. *Critical Root Zone: Extends in all directions from trunk of tree to a distance equal to one foot per inch of trunk diameter at breast height.*
2. *Staging, storage, dumping, washing and operation of equipment is not permitted within the limits of the tree protection barrier, including during barrier installation.*
3. *Install all tree protection prior to commencement of construction and remove when directed by the Engineer. Maintain protection at all times.*
4. *For closely spaced groups of trees, place the tree protection barrier around the entire group.*
5. *Inspect trunk protection and tree quarterly to prevent girdling. Adjust bands to allow tree growth as needed.*
6. *See plans for any additional requirements or modifications within the tree protection area.*
7. *Place weather resistant sign every 50' along the barrier, with 6" minimum text height and provide text in English and Spanish. Sign should read " Keep Out Tree Protection Area".*
8. *Alternate tree protection systems approved by the Engineer may be used in lieu of the tree protection barrier detailed on this Index as long as the critical root zone is protected.*
9. *The Critical Root Zone may be reduced, in the field, by a certified Arborist or Landscape Architect.*



PLAN

PROTECTION BARRIER FOR TREE GROUPINGS

**ELEVATION**

SECTION A-A

1. *Trunk protection may be used when Tree Protection Barrier can not be reasonably erected, when approved by Engineer.*
2. *See Selective Clearing and Grubbing Plan for location of trunk protection, when applicable.*
3. *Adjust bands to allow tree growth (inspect quarterly to prevent girdling).*

≡ TRUNK PROTECTION

[illegible]

ABBREVIATIONS:

AFF	ABOVE FINISHED FLOOR	G, GND	GROUND
AFG	ABOVE FINISHED GRADE	GWB	GYP SUM WALL BOARD
E	EXISTING	H.D.	HAND DRYER
ETR	EXISTING TO REMAIN	INT	INTERCOM/PAGING CABINET
EW C	ELECTRIC WATER COOLER	MTG	MOUNTING
EW H	ELECTRIC WATER HEATER	MTD	MOUNTED
EG	EQUIPMENT GROUND	M.H.	MOUNTING HEIGHT
ESB	ENERGY SAVING BALLAST	N/A	NOT APPLICABLE
EXP	EXPLOSION PROOF	PROJ	PROJECTOR LOCATION
FACP	FIRE ALARM CONTROL PANEL	U.O.N.	UNLESS OTHERWISE NOTED
FATC	FIRE ALARM TERMINAL CABINET	R	REMOVE
GFI	GROUND FAULT PROTECTION	RL	RELOCATED
		WP	WEATHER PROOF

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION	MOUNTING
	BRANCH CIRCUIT CONDUIT AND WIRE CONCEALED ABOVE CEILING OR BEHIND FINISHED WALL	N/A
	BRANCH CIRCUIT CONDUIT AND WIRE CONCEALED BELOW FINISHED FLOOR OR UNDERGROUND.	N/A
	RACEWAY EXPOSED ON WALL OR CEILING	N/A
	HOMERUN TO PANELBOARD - LETTER INDICATES PANEL, NUMBER INDICATES CIRCUIT, MINIMUM 3/4" CONDUIT. NOTE: ANY HOMERUN WITHOUT FURTHER DESIGNATION INDICATES TWO #12 AWG AND #12 AWG EQUIPMENT GROUND. PC OUTLET REQUIRES SEPARATE NEUTRAL, MIN. #10 AWG. DEDICATED CIRCUIT REQUIRES SEPARATE NEUTRAL	N/A
	RACEWAY RISER, UP OR DOWN AS NOTED	N/A
	CONDUIT CAPPED	N/A
	120/240 VOLT POWER PANELBOARD	M.H. 6'-0" TO TOP OR AS NOTED
	NON-FUSIBLE SWITCH	M.H. 6'-0" TO TOP OR AS NOTED
	FUSIBLE SAFETY SWITCH	M.H. 6'-0" TO TOP OR AS NOTED
	JUNCTION BOX OR OUTLET BOX, 4" SQUARE BOX UNLESS OTHERWISE NOTED	AS NOTED
	JUNCTION BOX OR OUTLET BOX, 4" SQUARE BOX UNLESS OTHERWISE NOTED	WALL MOUNTED
	POWER COMPANY METER ENCLOSURE	AS NOTED
	LED, POLE MOUNTED SITE LUMINAIRE, LETTER INDICATES TYPE	POLE - SEE FIXTURE SCHEDULE & DETAIL

THIS IS A STANDARD LEGEND. NOT ALL DEVICES SHOWN ARE USED IN THESE DOCUMENTS.

ELECTRICAL GENERAL NOTES:
(THESE NOTES APPLY TO ALL SHEETS)

- ALL ELECTRICAL WORK SHALL MEET ALL OF THE REQUIREMENTS OF THE FOLLOWING:
 - FLORIDA BUILDING CODE (FBC) 8TH EDITION (2023): THIS CODE INCLUDES THE 2023 FBC BUILDING, MECHANICAL, PLUMBING, ENERGY CONSERVATION, FUEL GAS, ACCESSIBILITY, AND TEST PROTOCOLS VOLUMES. FURTHER, SEE "REFERENCED STANDARDS" IN THE FBC BUILDING CHAPTER 35; FBC MECHANICAL CHAPTER 15; FBC PLUMBING CHAPTER 15; FBC ENERGY CONSERVATION CHAPTER 6; AND FBC FUEL GAS CHAPTER 8) (EFFECTIVE DECEMBER 31, 2023).
 - 8TH EDITION OF THE FLORIDA FIRE PREVENTION CODE (FFPC): THIS CODE ALSO INCLUDES THE FLORIDA VERSIONS OF NFPA 1 AND NFPA 101. (EFFECTIVE DECEMBER 31, 2023).
 - 2020 NATIONAL ELECTRIC CODE.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND VERIFY THE EXISTING CONDITIONS TO GAIN KNOWLEDGE OF THE SCOPE OF WORK INVOLVED.
- "PROVIDE" SHALL MEAN "FURNISH AND INSTALL".
- IN GENERAL, THESE DRAWINGS ARE SCHEMATIC IN NATURE AND SHOULD NOT BE SCALED. IT SHALL NOT BE THE INTENT OF THESE PLANS AND/OR SPECIFICATIONS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. PROVIDE ALL ITEMS NECESSARY FOR A COMPLETE AND OPERATIONAL SYSTEM.
- ELECTRICAL INSTALLATION SHALL BE CLOSELY COORDINATED WITH ALL OTHER TRADES. REVIEW THE ENTIRE SET OF DOCUMENTS FOR COORDINATION. NO COST SHALL BE ASSOCIATED WITH ILL-TIMED INSTALLATION INCLUDING ANY REPAIRS OR REPLACEMENTS.
- ALL CONDUITS AND BOXES SHALL BE CONCEALED UNLESS OTHERWISE NOTED. ALL CONDUIT RUNS ARE SCHEMATIC IN NATURE. EXACT ROUTING TO BE DETERMINED IN THE FIELD UNLESS OTHERWISE NOTED.
- APPLY A BITUMASTIC COATING FOR ALL METALLIC CONDUITS PENETRATING FLOOR SLABS FROM BELOW GRADE.
- PROVIDE ALL REQUIRED PULL BOXES, JUNCTION BOXES, ETC. FOR A COMPLETE INSTALLATION.
- ALL CONDUCTORS SHALL BE STRANDED COPPER, THHN/THWN, MINIMUM #12 AWG. ALL CONDUCTORS SHALL BE IN CONDUIT. FLEXIBLE CONDUIT SHALL BE LIMITED TO A MAXIMUM OF 6'-0" IN LENGTH.
- MC CABLE OR OTHER PREMANUFACTURED CABLING SHALL NOT BE USED UNLESS APPROVED BY THE OWNER AND ENGINEER.
- ALL CIRCUITS SHALL CONTAIN A SEPARATE, GREEN, COPPER GROUNDING CONDUCTOR.
- PANELBOARDS SHALL BE ACCURATELY LABELED TO IDENTIFY FINAL CIRCUIT NUMBERS UTILIZED, THEIR LOAD AND LOCATTON.
- PROVIDE HANDLE TIES FOR 2 OR MORE SINGLE POLE WITH SHARED NEUTRALS TO COMPLY WITH NEC 210.4 (B)

ELECTRICAL DRAWING INDEX

E-001	ELECTRICAL LEGEND AND GENERAL NOTES
E-002	LUMINAIRE SCHEDULE AND DETAILS
E-003	ELECTRICAL SPECIFICATIONS
E-004	ELECTRICAL SPECIFICATIONS
E-100	ELECTRICAL SITE PLAN AND RISER DIAGRAM



Mechanical • Electrical

Plumbing

3111 W DR. MARTIN LUTHER KING JR. BOULEVARD, SUITE 375, TAMPA, FLORIDA, 33607 813.574.3190

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WGI - MEP PROJECT NO. - 4279.05

WHISPERING PINES PARK
ENTRANCE ROAD IMPROVEMENTS
INVERNESS, FL

ELECTRICAL LEGEND AND GENERAL NOTES

SHEET
E-001

4279.05



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AARON JOSEPH P.E. #85276
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100% Construction Documents
November 25, 2024



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PART 3.00 - EXECUTION

3.01 PREPARATION

- A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.

3.02 ELECTRICAL INSTALLATIONS

- A. Coordinate electrical equipment and materials installation with other building components.
- B. Verify all dimensions by field measurements.
- C. Arrange for chases, slots, and openings in other building components to allow for electrical installations.
- D. Coordinate the installation of required supporting devices and sleeves to be set in poured in place concrete and other structural components, as they are constructed.
- E. Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing-in the building.
- F. Coordinate the cutting and patching of building components to accommodate the installation of electrical equipment and materials.
- G. Where mounting heights are not detailed or dimensioned, install electrical services and overhead equipment to provide the maximum headroom possible.
- H. Install electrical equipment to facilitate maintenance and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
- I. Coordinate the installation of electrical materials and equipment above ceilings with suspension system, mechanical equipment and systems, and structural components.

3.03 CUTTING AND PATCHING

- A. This Article specifies the cutting and patching of electrical equipment, components, and materials to include removal and legal disposal of selected materials, components, and equipment.
- B. Do not endanger or damage installed Work through procedures and processes of cutting and patching.
- C. Arrange for repairs required to restore other work, because of damage caused as a result of electrical installations.
- D. No additional compensation will be authorized for cutting and patching Work that is necessitated by ill-timed, defective, or non-conforming installations.
- E. Perform cutting, fitting, and patching of electrical equipment and materials required to:
- Uncover Work to provide for installation of ill-timed Work;
 - Remove and replace defective Work;
 - Remove and replace Work not conforming to requirements of the Contract Documents;
 - Install equipment and materials in existing structures;
 - Upon written instructions from the Architect/Engineer, uncover and restore Work to provide for Architect/Engineer observation of concealed Work.

3.04 PANELBOARDS, SAFETY SWITCHES, CONTACTORS

- A. Unless otherwise indicated, protective devices shall be mounted with top of cabinet or enclosure 6'-0" above finished floor, shall be properly aligned, and shall be adequately supported independently of the connecting raceways. All steel shapes, etc., necessary for the support of the equipment shall be furnished and installed where the building structure is not suitable for mounting the equipment directly thereon. Unless otherwise indicated, all branch circuit protective devices enclosures shall be NEMA type 1, general purpose type. Branch circuit protective devices installed outdoors or exposed to the weather shall have weatherproof enclosures, NEMA type 3R or type 4.

3.05 RACEWAYS AND FITTINGS

- A. Raceways run below grade, under floors on grade, or in concrete shall be PVC heavy wall type (Schedule 40) conduit provided PVC coated rigid steel conduit is used for all elbows greater than 45 degrees and risers to boxes, cabinets, etc.. Rigid steel conduit shall be used for all installations subject to mechanical damage or saturation with moisture. All other raceways may be thin wall conduit (EMT). Exposed raceway in the shop may be EMT where protected. All conduit shall be properly aligned, grouped and supported. Exposed conduit shall be installed at right angles to or parallel to the principal structural members. Conduit run above accessible ceilings shall be supported from the structure and shall not be supported from or attached to ceiling suspension system. All conduit shall be supported at intervals not exceeding 8 feet. Double lock nuts shall be used on all rigid conduit terminations except threaded hubs. All conduit shall be made up tight and no running threads will be permitted.
- B. Minimum size of conduit shall be 1/2 inch, except home runs shall be minimum 3/4 inch. Sizes of raceways shall be not less than N.E.C. requirements and shall not in any case be less than indicated on the drawings. Larger size raceways and/or pull boxes shall be installed if there is excessive length of unbroken run or excessive number of bends.
- C. Combining of circuits other than those indicated on the drawings will not be permitted.

3.06 BOXES

- A. All boxes shall be rigidly mounted and shall be equipped with suitable screw fastened covers. Open knock-outs or holes in boxes shall be plugged with suitable blanking devices.
- B. Metallic and approved non-metallic electrical outlet boxes may be installed in vertical fire resistive assemblies classified as 2 hour or less without affecting the fire classification, provided such openings occur on one side only in each framing space and that openings do not exceed 16 sq. inches. Boxes locate opposite sides of walls or partitions shall be separated by a horizontal distance of 24 inches.
- C. In openings larger than 16 sq. inches, the wall shall be built around openings so as not to interfere with the integrity of the wall rating.
- D. All clearances between such boxes and the gypsum board shall be completely filled with joint compound or other approved material.
- E. Provide exterior in-ground handholes or pull boxes where required for excessively long runs or multiple conduit bends.

- F. Provide junction boxes and pull boxes to accommodate the installation of conduit runs as required for multiple bends, avoidance of conflicting structures or equipment or otherwise required for code compliance.

3.07 CONDUCTORS

- A. All conductors shall conform to applicable ASTM specifications as to conductivity, and shall be free from kinks and defects when installed.
- B. Unless otherwise noted, all branch circuit conductors shall be minimum No. 12 AWG.
- C. Splices, taps and attachment fittings and lugs shall be electrically and mechanically secure and solderless lugs and connectors shall be used. Mechanical pressure lugs shall be used for conductors sizes No. 8 AWG and larger. There shall be plenty of slack cable in boxes, outlets and cabinets to insure that there is no binding at the bushings. All lugs shall be of the correct sizes for the conductors joined and in no case shall strands be cut from a conductor in order to fit the conductor into a lug. Provide heat shrink type insulation for splices. Outdoor conductors shall not be spliced below grade.
- D. All conductors shall be color coded as required by the NEC and further identified and coded as specified hereinafter. Color coding shall be by means of colored insulating material, colored braid or jacket, over the insulation or by means of suitable colored, permanent, non-aging, insulating tape applied to conductors at each outlet, cabinet or junction point. The color coding shall be accomplished as the conductors are installed. The following systems of color coding shall be strictly adhered to:
- 120/208 volt, 3 phase, 4 wire: phase A-black, phase B-red, phase C-blue, neutral-white; ground conductor-green.
 - 277/480 volt, 3 phase, 4 wire: phase A-brown, phase B-orange, phase C-yellow, neutral-gray; ground conductor-green.
- E. Minimum conductor sizes, except as specifically identified on the drawings, shall be as follows:
- No. 12 - Branch circuits of any kind, except as specified otherwise below.
 - No. 14 - Signal systems, fire alarm system, unless specifically noted otherwise.
 - No. 10 - Exit light circuits, emergency circuits, security lighting, and exterior light circuits.
- F. The color code assigned to each phase wire shall be consistently followed throughout.

3.08 GROUNDING

- A. The interior electrical systems shall be completely and effectively grounded as required by the NEC and as specified hereinafter.
- B. All panels shall be grounded. See riser diagram for additional requirements
- C. All metallic raceways shall be mechanically and electrically secure at all joints and at all boxes, cabinets, fittings and equipment. Metallic raceways shall be connected to a direct ground at the point of electrical service entrance and shall be electrically continuous throughout the entire system.
- D. All equipment ground conductors shall be terminated with lugs of compression terminals. Conductors looped under screw or bolt heads will not be permitted.
- E. All raceways shall be provided with a minimum No. 12 AWG green grounding conductor. Equipment ground conductor shall be connected to ground bus in panelboards.
- F. The grounding system shall be tested to ensure it is free from all ground faults and resistance to ground is less than the requirements of the National Electric Code.

3.09 EQUIPMENT CONNECTIONS

- A. Where equipment is shown on the drawings (such as H.V.A.C. equipment, motors, compressors, air handlers, or any other vibrating equipment) which is furnished under other sections of these specifications shall be wired under this section. This equipment shall be considered as being furnished in place. Such equipment shall be connected to the conduit system by means of a short section (18" minimum) of flexible conduit.
- B. All direct connected shop equipment shall be connected to the conduit system by means of a short section (18" minimum) of liquidtight flexible conduit.

3.10 MOTOR CONTROLLERS AND ASSOCIATED CONTROLS

- A. Unless otherwise indicated, motor controllers and/or motor control centers shown on the drawings shall be furnished and installed under this section. The full load current and starting characteristics of each motor shall be verified for proper selection of motor over

load devices. The Contractor shall furnish and install all steel shapes, etc., necessary for a support of all motor controllers.

3.11 IDENTIFICATION OF EQUIPMENT

- A. Identification shall be provided for all electrical equipment installed by the Contractor. Identification shall consist of white laminated plastic plates with black engraved letters.

3.12 FIRE STOPPING

- A. Raceway penetrations of fire rated walls and/or floors shall be sealed to maintain integrity of construction. All products, materials and methods of installation shall be UL approved and meet NFPA requirements.
- B. Fire rating of construction assemblies are specified under architectural section of the contract documents.
- C. Unless otherwise shown or specified the following materials may be used:
- Rock wool: Minimum four pound per cubic foot density; flame spread 15, smoke developed 0, fuel contribution 0 by ASTM E84; minimum melting point 2000 degrees F.
 - Concrete and masonry are also approved firestop materials by NFPA 90A.
 - UL approved products such as Dow-Corning "RTV Silicone Foam." Manufacturer's recommendations shall be strictly followed.
- D. Submit complete data on fire stopping materials and construction methods for review by Architect/Engineer before proceeding with work.

3.13 INSTALLATION OF LUMINAIRES

- A. Install luminaires at locations and heights as indicated, in accordance with fixture manufacturer's written instructions, applicable requirements of NEC, NECA's "Standard of Installation", NEMA standards, and with recognized industry practices to ensure that luminaires fulfill requirements.
- B. Coordinate with other electrical work as appropriate to properly interface installation of interior luminaires with other work.
- C. Fasten fixtures securely to building structural members; and ensure that pendant fixtures are plumb and level. Fixtures shall not be supported from conduits, ceiling grid, ductwork, plumbing, or any other non-structural building member. Fixtures may be supported from the ceiling grid only if the ceiling grid is supported from the structure at a minimum of two opposite corners of the fixture, plus the fixture is provided with grid hold-down clips.
- D. Coordinate fixture installation with mechanical ductwork, structural members and architectural building components and adjustments shall be made to avoid any interferences.
- E. Clean interior and exterior luminaires of dirt and debris upon completion of installation.
- F. Protect installed fixtures from damage during remainder of construction period.
- G. Upon completion of installation of luminaires, and after building circuitry has been energized, apply electrical energy to demonstrate capability and compliance with requirements. Where possible, correct malfunctioning units at site, then retest to demonstrate compliance; otherwise, remove and replace with new units, and proceed with retesting.
- H. At the time of Substantial Completion, replace lamps in all luminaires which are observed to be noticeably dimmed after Contractor's use and testing, as Judged by Architect/Engineer or Owner.
- I. Refer to Division-1 sections for the replacement/restoration of lamps in luminaires, where used for temporary lighting prior to time of Substantial Completion.
- J. Provide tight equipment grounding connections for each lighting fixture installation.
- K. All exterior luminaires and their components shall be suitable for the environment in which they are installed and shall contain the appropriate UL listing.

3.14 ELECTRICAL WORK FOR MECHANICAL SYSTEMS

- A. The electrical contractor shall furnish and install all power wiring, complete, from power source to motor or equipment junction box, and including wiring through starters and disconnect switches.
- B. The electrical contractor shall furnish and install all starters and disconnect switches except when specified as a part of, and furnished with a particular piece of equipment.
- C. The mechanical contractor shall furnish and install all control wiring, conduit and devices, unless specifically indicated on the drawings to be indicated by the electrical contractor. The mechanical contractor shall furnish and install all control components (such as thermostats and humidistats) and complete and test the final control connections. Regardless of the responsibility for furnishing electrical work for the controls, all electrical work shall be performed by a properly licensed electrical contractor in conformance with applicable codes and local requirements.

END OF SECTION 26 00 50

SECTION 26 43 13 SURGE PROTECTION DEVICES

part 1.00 - GENERAL

1.01 SUMMARY

- A. This Section includes transient voltage surge suppressors for low-voltage (600Volts and below) power equipment
- B. Related Sections include the following:
- Division 26 Section "Panelboards"
 - Division 26 Section "Switchboards"

1.02 SUBMITTALS

- A. Drawings: Electrical and mechanical drawings shall be provided by the manufacturer which show unit dimensions, weights, mounting provisions, connection notes, wire size and wiring diagram.
- SPD's with dimensions that exceed the available space to mount the device within the required maximum lead lengths will be rejected and not accepted. Verify maximum lead lengths can be met.
- B. Equipment Manual: The manufacturer shall furnish an installation manual with installation notes, start-up and operating instructions for the specified system. Installation instructions shall clearly state whether the system requires an external overcurrent device to maintain the system's UL 1449 listing. SPD requiring external overcurrent devices are not acceptable.
- C. Verification that all SPD are UL 1449 3rd Edition listed and rated with a 20kA (In) nominal discharge rating for compliance to UL96A Lightning Protection Master Label and NFPA 780. Also provide UL 1449 3rd Edition VPR showing the following maximum VPR (clamping voltage) as follows:
- 120Vsystem 600V (L-N)
 - 277Vsystem 1200V (L-N)
- D. SPD manufacturer shall provide UL 4th Edition documentation as part of submittal.
- E. Manufacturer's Warranty Statement, showing a 10 year replacement warranty for modules or unit are damaged by transient voltages

1.03 STANDARDS

- A. Underwriters Laboratories 1449 - (UL 1449 4th edition safety standard for surge protection devices - 2009)
- B. NEC article 285. National Electrical Code 2020 SPD shall be labeled with a minimum 200kAIC rating.
- C. NFPA 780 Standard for the installation of lightning protection systems
- D. UL96A - Lightning Protection System Master Label
- E. IEEE (Institute of Electrical and Electronic Engineering Inc.) C62.41.1 and C62.41.2 - 2002, IEEE C62.45 - 2002, IEEE C62.33 & C62.35
- F. All manufacturers must comply with above listed standards and any additions current revisions of industry standards. All products that do not comply with current industry standards will not be accepted.

1.04 QUALITY ASSURANCE

- A. Source Limitations: Obtain suppression devices and accessories through one source from a single manufacturer.

1.05 COORDINATION

- A. Coordinate location of field-mounted surge suppressors to allow adequate clearances for maintenance.
- B. Coordinate surge protective devices with Division 26 Section "Panelboards" and "Switchboards".

1.06 WARRANTY

- A. Manufacturer shall provide a product warranty for a period of not less than ten (10) years from date of installation. Warranty shall cover unlimited replacement of SPD modules during the warranty period. Those firms responding to this specification shall provide proof that they have been regularly engaged in the design, manufacturing and testing of SPD for not less than five (5) years.

PART 2.00 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. PQ Protection
- B. APT/ASCO

2.02 SERVICE ENTRANCE SUPPRESSORS (SPD1)

Panel Amperage | 23,000Amps | 2500-16000Amps | 1200-400Amps

Service Entrance | 400kA/Modular | 300kA/modular | 200kA/modular

- A. Provide service entrance rated, UL Type 1 SPD's as shown and indicated on contract drawings.
- B. Minimum surge current ratings per phase shown above, three phase, wye systems per phase rating shall equal L-N and L-G modes

added together. No other methods are acceptable for per phase surge current rating calculations.

- C. SPD's shall be a multi-stage parallel connected device.
- D. SPD's UL 1449 4th Edition VPR (clamping voltage) shall be a maximum rating of:
- 120Vsystem 600V (L-N)
 - 277Vsystem 1200V (L-N)
- E. SPD's shall mount external to the panel; internally mounted SPD's are not acceptable.
- F. SPD voltages shall be verified by location on drawings, one-line diagrams and equipment schedules.
- G. SPD shall be modular design with field replaceable modules per phase and per mode.
- H. SPD shall have redundant status indicators on the front of the enclosure and shall monitor and indicate whether suppression capabilities have been compromised.
- I. SPD shall contain protective components that utilize multiple thermally protected metal oxide varistors (MOV) per mode.
- J. SPD's relying upon external and/or supplementary installed safety overcurrent protection do not meet the intent of this specification.
- K. SPD's that are limited to being connected to breaker whether or not an integral disconnect switch is supplied do not meet the intent of this specification.
- L. SPD's shall have an UL "In" rating (nominal discharge) of 20kA.
- M. SPD shall have dry contacts for remote monitoring via the Campus security system (Ademco panels). Coordinate the required contact type with the existing security panels.
- N. Service Entrance SPD's shall have audible alarms and surge counters.
- O. SPD's shall have a metal, NEMA 4 rated enclosure.
- P. SPD shall be designed and equipped with integral disconnecting means.
- Q. Protection modes: The SPD shall provide Line to Neutral (L-N) (Wye), Line to Ground (L-G) (Wye or Delta), Line to Line (L-L) (Delta) and Neutral to Ground (N-G) (Wye) protection.

2.03 DISTRIBUTION, BRANCH PANEL AND/OR AUXILIARY PANELS (SPD2)

Panel Amperage | 1200-800A | 600A | 400-100A

Distribution | 200kA | 200kA | 200kA

Branch Panels | | 100kA | 100kA

- A. Provide UL Type 2 SPD's as shown and indicated on contract drawings. Any panel indicated to be 600 amp or larger, and any panel that is the service disconnect panel for the building shall be considered a "Distribution" type.
- B. SPD's minimum surge current ratings per phase shown above, three phase, wye systems per phase rating shall equal L-N and L-G modes added together. No other methods are acceptable for per phase surge current rating calculations.
- C. SPD's shall be a multi-stage parallel connected device.
- D. SPD's shall mount external to the panel; internally mounted SPD's are not acceptable.
- E. SPD voltages shall be verified by location on drawings, one-line diagrams and equipment schedules.
- F. SPD shall be a compact, non-modular design
- G. SPD shall have per phase status indicators on the front of the enclosure and shall monitor and indicate whether suppression capabilities have been compromised.
- H. SPD shall contain protective components that utilize multiple thermally protected metal oxide varistors (MOV) per mode.
- I. SPD's relying upon external and/or supplementary installed safety overcurrent protection do not meet the intent of this specification.
- J. SPD's shall have an UL "In" rating (nominal discharge) of 20kA.
- K. SPD shall have dry contacts for remote monitoring capabilities.
- L. SPD's shall have a metal, NEMA 4 rated enclosure
- M. Protection modes: The SPD shall provide Line to Neutral (L-N) (Wye), Line to Ground (L-G) (Wye or Delta), Line to Line (L-L) (Delta) and Neutral to Ground (N-G) (Wye) protection.

PART 3.00 - EXECUTION

3.01 INSTALLATION OF SURGE PROTECTIVE DEVICES

- A. Review all installation information in manufacturer's installation manual prior to installing SPD's.
- B. Verify all voltages before connecting to avoid injury and damage to equipment.
- C. The SPD's shall be installed external to switchboard, distribution and panelboard.
- D. Internally mounted SPD's will not be accepted.
- E. The service entrance/switchboard/switchgear SPD's shall be installed with the shortest lead length possible and shall avoid any unnecessary or sharp bends. SPD's shall be connected to breakers with a 30 amp, 3 pole breaker for connection means.
- F. The distribution, panelboard and auxiliary SPD's shall be installed with the shortest lead length possible from the panel it is protecting and shall avoid any unnecessary or sharp bends. SPD's shall be connected to breakers with a 30 amp, 3 pole breaker for connection means.
- G. Ground resistance shall be 5 Ohms or less.
- H. Refer to manufacturer's installation manual for further installation details.

3.02 FIELD QUALITY CONTROL

- A. INSTALLATION
- After installing surge protective devices, but before electrical circuitry has been energized, test for compliance with manufacturers' installation instruction requirements and recommendations.

END OF SECTION 26 43 13



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WGI - MEP PROJECT NO. - 4279.05

WHISPERING PINES PARK
ENTRANCE ROAD IMPROVEMENTS
INVERNESS, FL

ELECTRICAL SPECIFICATIONS

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E-004

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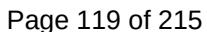
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100% Construction Documents
November 25, 2024

SHEET

E-004

4279.05



November 21, 2024
PREPARED BY: Chris J. Holmes, PE

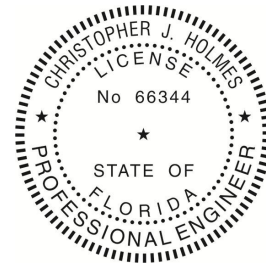
SPECIFICATIONS PACKAGE
FINANCIAL PROJECT ID(S): 453239-1-54-01
FEDERAL FUNDS

CITY OF INVERNESS

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 Chris J. Holmes, PE 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: November 21, 2024
State of Florida,
Professional Engineer, License No.: #66344
Firm/Agency Name: WGI, Inc.
Firm/Agency Address: 2035 Vista Parkway
City, State, Zip Code: West Palm Beach, FL
Page(s): 1-81



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LAP DIVISION 1 SPECIFICATIONS.

(REV 3-19-24) (FA 8-23-24) (FY 2024-25)

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Programs Manual (525-010-300) and the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-010-44)

SECTION 1 – DEFINITIONS AND TERMS.

Department Name: City of Inverness

Engineer Randall Worley

Contractor's Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the Plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida.
2. The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders.

Except as noted below, prequalify with the Department to be eligible to bid. The Department publishes regulations covering prequalification of Bidders under separate cover.

The Department does not require the Bidder to be a prequalified Contractor if bidding construction contracts of \$250,000 or less, or if constructing buildings. In addition, at its sole discretion, the Department may waive prequalification requirements on contracts of \$500,000 or less.

For construction contracts requiring prequalification, file an application for qualification using the Department's online prequalification application system, giving detailed information with respect to financial resources, equipment, past record, personnel, and experience. For qualified applicants, the Department will issue a certificate fixing the types of work and the aggregate amount of work that the Department allows the prequalified Bidder to have under contract at any one time.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

All prequalified Contractors bidding on any Contract must certify their total dollar amount of Work Underway and submit Form 375-020-39 or a spreadsheet in a similar format prior to submitting a bid. This information must be submitted at least once during the month the bid is due via the "Work Underway" link in the Contractor Pre-Qualification System.

SECTION 4 – SCOPE OF THE WORK.

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

4-3.1 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 is defined as an increase 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
*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 = $\text{Monthly Rate} / 176$
 $\times \text{Adjustment Factors} \times 100\%$
 b. Allowable Hourly Operating Cost = $\text{Hourly Operating Cost} \times 100\%$
 c. Allowable Rate Per Hour = $\text{Allowable Hourly Equipment Rate} + \text{Allowable Hourly Operating Cost}$
 d. Standby Rate = $\text{Allowable Hourly Equipment Rate} \times 50\%$

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only

that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

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 credits 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 Contractor's 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.

4-4 Unforeseeable Work.

When the Department requires work that is not covered by a price in the Contract and such work does not constitute a "Significant Change" as defined in 4-3.1, and the Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

SECTION 5 – CONTROL OF THE WORK (FINAL ACCEPTANCE AND CLAIMS).

5-11 Final Acceptance.

When, upon completion of the final construction inspection of the entire project, the Engineer determines that the Contractor has satisfactorily completed the work, the Engineer will give the Contractor written notice of final acceptance.

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.

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 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 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.

SECTION 6 – CONTROL OF MATERIALS.

6-1 Acceptance Criteria.

6-1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Engineer may inspect and test any material, at points of production, distribution and use.

6-1.2 Sampling and Testing: Use the Department's current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the Department.

6-1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the Engineer for qualification and use on Department projects. Testing will be as specified in the Contract Documents. The Department may require that manufacturers submit samples of materials for independent verification purposes.

6-1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

6-1.2.3 Point of Distribution Test: Test the material at Distribution facilities as specified in the Contract Documents.

6-1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by manufacturer certification. The Department may reject all materials that, when retested, do not meet the requirements of these Specifications.

6-1.3 Certification:

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not

be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: <https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm>. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

6-1.3.1.1 Approved Product List: This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

Manufacturers seeking to have a product evaluated for the APL must submit an application, available on the Department's website at the following URL: <https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

Applications must include the following documentation:

1. Supporting documentation as required by the Specifications, Standard Plans, and APL approval process. A sample may be requested to verify the product, in accordance with the specifications.
2. A photograph displaying the product as shipped with packaging.
3. A list displaying all components within the shipped packaging, if applicable.
4. Installation instructions and materials, if applicable.
5. Product packaging or product labels as required by the Specifications.
6. Construction material percentages and country source of materials.
7. Last two manufacturing steps and country of manufacture.
8. Manufacturer name and material designation (product name, product model/part number/style number, etc.) must be as identified on the product, product packaging, and product labels.

9. Applications must be signed by a legally responsible person employed by the manufacturer of the product.

Required test reports must be conducted by an independent laboratory or other independent testing facility. Required drawings and calculations must be signed and sealed by a Professional Engineer licensed in the State of Florida.

Products that have successfully completed the Department's evaluation process are eligible for inclusion on the APL. Manufacturers are required to submit requests to the Department for approval of any modifications or alterations made to a product listed on the APL. This includes, but is not limited to, design, raw material, or manufacturing process modifications. Modification or alteration requests must be submitted along with

supporting documentation that the product continues to meet Section 6, the Specification, or Standard Plans requirements. A product sample and additional product testing and documentation may be required for the modification evaluation. Any marked variations from original test values, failure to notify the Department of any modifications or alterations, or any evidence of inadequate performance of a product may result in removal of the product from the APL.

Manufacturers must submit supporting documentation to the Department for a periodic review and re-approval of their APL products on or before the product's original approval anniversary. APL products that are not re-approved may be removed from the APL. Documentation requirements for the product review and re-approval, including schedule and criteria, are available on the Department's website at the following URL:

<https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

6-1.3.2 Contractor Installation Certification: Submit installation certifications as required by the Contract Documents.

6-2 Applicable Documented Authorities Other Than Specifications.

6-2.1 General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

6-2.2 Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If an FM does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addenda thereto, at the time of bid opening.

6-2.3 Construction Aggregates: Aggregates used on Department projects must be in accordance with Rule 14-103, FAC.

6-3 Storage of Materials and Samples.

6-3.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.

6-3.2 Use of Right-of-Way for Storage: If the Engineer allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the Department or as specified in the Contract Documents. Provide any additional space required at no expense to the Department.

6-3.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

6-3.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

6-4 Defective Materials.

Materials not meeting the requirements of these Specifications will be considered defective. The Engineer will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the Department.

Do not use material that has been rejected, until the Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions of this Article, the Engineer has the authority to have the defective material removed and replaced by other forces and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

6-4.1 Engineering Analysis: As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the Contractor may submit to the Engineer a proposed Engineering Analysis Scope to determine the disposition of the material. The Engineering Analysis Scope must contain at a minimum:

1. Description of the defective materials.
2. Supporting information, testing or inspection reports with nonconformities, pictures, drawings, and accurately dimensioned deficiency maps as necessary. For cracked elements, provide drawings showing the location, average width, depth, length, and termination points of each crack along the surfaces. Provide the distance from each termination point to a fixed reference point on the component, such as beam end or edge of flange.
3. Proposed approach of investigation and analysis.
4. Name and credentials of the proposed Specialty Engineer or Contractor's Engineer of Record who will perform the engineering analysis.
5. Proposed testing laboratories, qualified in accordance with Section 105-7.

Upon approval of the Engineering Analysis Scope by the Engineer, the Specialty Engineer or Contractor's Engineer of Record may perform the engineering analysis as defined in the approved scope and submit a signed and sealed Engineering Analysis Report (EAR) to the Engineer. The EAR must contain at a minimum:

1. The approved Engineering Analysis Scope.
2. Any investigations performed and the associated results obtained.
3. Analysis and conclusion.
4. Proposed disposition of the material, addressing the performance and durability of the proposed action.

Provide as appropriate:

1. Written evidence of a previously approved comparable deficiency and its repair.
2. Documented research demonstrating the effectiveness of the proposed repair.
3. Engineering calculations.

A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis within 45 calendar days of the Engineer's approval of the Engineering Analysis Scope, complete and submit the EAR. The EAR must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record that performed the engineering analysis. Allow for a 45 calendar day review period for all EARs associated with a category 2 bridge; tolling components identified in the current FDOT General Tolling Requirements (GTR) Part 3; and the tolling-related signing, DMS and ITS infrastructure. Allow for a 25 calendar day review period for all other items. The Engineer will determine the final disposition of the material after review of the EAR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply: Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL:

<https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

6-5.2.1 Steel and Iron: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to

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all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

6-5.2.2 Manufactured Products: Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

6-5.2.3 Construction Materials: Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

6-5.2.4 Exemptions to Build America, Buy America: Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials: Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC.

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated October 23, 2023 is posted on the Department's website at the following URL address:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa_1273_revised-10-23-23.pdf?sfvrsn=d7604d20_1

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds: Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching,

sodding, landscaping, or other such activities. Immediately notify the Engineer upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without the Engineer's permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their reproductive parts. Refer to Rule 5B-64 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife

Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.7 Insecticides, Herbicides and Fertilizers:

7-1.7.1 Insecticides and Herbicides: Use products found on the following website, <https://www.npirs.org/state/> approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

Ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Provide a copy of current certificates upon request, to the Engineer.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

7-1.7.2 Fertilizer: Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. Upon request, provide a copy of current certificates to the Engineer.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and

the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-7 Control of the Contractor's Equipment.

7-7.2 Overloaded Equipment: Do not operate on any road, street or bridge including a Department owned temporary bridge, any hauling unit or equipment loaded in excess of:

1. the maximum weights specified in the Florida Highway Patrol, Commercial Motor Vehicle Manual (Trucking Manual), or
2. lower weight limits legally established and posted for any section of road or bridge by the Department or local authorities.

The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit.

This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. The Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. The Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.

7-7.5 Contractor's Equipment on Bridge Structures: The Contractor's Engineer of Record shall analyze the effect of imposed loads on bridge structures, including Department owned temporary bridges, within the limits of a construction contract, resulting from the following operations:

1. Overloaded Equipment as defined in 7-7.2:
 - a. Operating on or crossing over completed bridge structures.
 - b. Operating on or crossing over partially completed bridge structures.
2. Equipment within legal load limits:
 - a. Operating on or crossing over partially completed bridge structures.
3. Construction cranes:
 - a. Operating on completed bridge structures.
 - b. Operating on partially completed bridge structures.
4. Asphalt Milling Equipment:
 - a. In excess of 90,000 lbs crossing bridge structures.
 - b. Less than 90,000 lbs crossing bridge structures listed on the overweight

routing map CRN-2 located on the Office of Maintenance Over-Weight Dimension Permits website at <https://www.fdot.gov/maintenance/owod-permit-documents#BlanketAttachments>.

Any pipe culvert(s) or box culvert(s) qualifying as a bridge under 1-3 is excluded from the requirements above.

A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.

The Contractor's Engineer of Record shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure's design load capacity.

Submit to the Department for approval the design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure will not be overstressed. The Contractor's Engineer of Record shall sign and seal the drawings and the cover sheet of the calculations for the Department's Record Set.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	County	Associated Work

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.

7-24.2 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.

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, the Contractor shall provide training aimed at developing full journeymen in a trade or job classification involved on all applicable roadway and bridge construction projects receiving federal funds.

The anticipated minimum number of trainees will be initially derived from construction contract calendar days and dollar value as represented within the provided Table 7-1. A final training goal will be determined at the Training Evaluation Meeting based upon the Department's consideration of all relevant factors including qualitative evidence in the form of contractor efforts to advance equal employment opportunity beyond mere compliance with legal obligations; the availability of eligible trainees; potential for effective training; contractor workforce; project location; type of work and work items; and contractor participation in other approved training or workforce development programs.

No trainees will be required for Federal-aid Contracts administered with a Contract Time allowance of less than 275 calendar days. When the Contract Time allowance is 275 calendar days or more, the estimated required number of trainees shown in Table 7-1, with all other

relevant factors, be the basis in determining totals. The ability of the contractor to successfully achieve completion of required training goals is desired. From consideration of all criteria presented during the Training Evaluation Meeting, the District Contract Compliance Manager may adjust the minimum number of trainees regarding those totals.

Table 7-1	
Estimated Contract Values	Anticipated Required Trainees
\$3,500,000 or less	0
Over \$3,500,000 to \$7,500,000	2
Over \$7,500,000 to \$12,000,000	3
Over \$12,000,000 to \$20,000,000	4
Over \$20,000,000 to \$30,000,000	6
Over \$30,000,000 to \$40,000,000	8
Over \$40,000,000 to \$60,000,000	10
Over \$60,000,000 to \$75,000,000	12
Over \$75,000,000 to \$90,000,000	14
Over \$90,000,000 to \$100,000,000	15
Over \$100,000,000 to \$125,000,000	17
Over \$125,000,000 to \$150,000,000	20
Over \$150,000,000 to \$175,000,000	22
Over \$175,000,000 to \$200,000,000	25
Over \$200,000,000* One additional trainee per \$10,000,000 additional Construction Contract amount	

Training and upgrading of minority, nonminority, women, and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, by conducting systematic and direct recruitment through public and private sources likely to yield minorities and women trainees the Contractor shall make every effort to enroll candidates to the extent such individuals are located and available within a reasonable area of recruitment. This training is not intended, and shall not be used, to discriminate against any applicant or prevent access of, whether minority, nonminority, woman, or persons believed economically disadvantaged.

The intent of these provisions is to provide training in construction crafts rather than clerical 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 or General Laborer, may be permitted provided that significant and meaningful training plan is provided and approved by the District Contract Compliance Manager. Training as a Helper for any position, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The Contractor may incorporate the requirements of this Section, including responsibility for training a portion of trainees, in any such subcontract maintaining continued primary responsibility and satisfaction of requirements imposed by this Section.

The Department and the Contractor shall establish a training program which is tied to construction scope of work, length of operations, and satisfy all equal employment opportunity obligations of the Contractor. Other additionally recognized apprenticeship or training programs may be considered acceptable provided those are being administered in a manner consistent with the equal employment obligations of Federal-aid Highway Construction Contracts. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work with classifications covered by such programs.

The Department and Contractor shall determine the training goal, classification types and minimum total hours needed during the Trainee Evaluation Meeting. An On-the-Job Training Schedule indicating number of training candidates and appropriate Proficiency Standards for each classification must be submitted by the Contractor within ten days after the meeting for approval by the Department.

This schedule may be subject to change and a revised schedule shall be submitted for approval by the Department if any of the following occur:

1. Start date on the approved On-The-Job Training Schedule or Plan has been missed by 14 or more days.
2. Start date on the approved On-The-Job Training Schedule or Plan is accelerated to commence earlier than 14 or more days.
3. A change in previously approved classifications.
4. Replacement trainees are added due to voluntary or involuntary termination.

The Contractor is responsible for identifying qualified candidates for enrollment and feasibly 25% of trainees in each occupation are in their first year of training. To ensure eligibility, the Contractor should include 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 Department will gather additional information regarding the proposed Candidates' previous work experience, training, as well as understanding of the On-the-Job Program and Proficiency Standards established for the classification.

The Trainee Enrollment and Notification of Personnel Action form is to be submitted fourteen days prior to the requested enrollment date. To be considered for enrollment, the proposed trainee candidate must meet the following criteria:

1. The candidate did not successfully complete a training course leading to journeyman status for the proposed classification.
2. The candidate did not gain sufficient experience by working in the proposed classification.
3. The candidate was not hired as a journeyman in the proposed classification.
4. The candidate is not currently enrolled in the On-the-Job Program.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the commencement 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 graduate works in the classification in which they were trained.

If an economically disadvantaged non-minority person is enrolled, such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department. The Contractor will be responsible for, and provided an opportunity to identify

actions and steps taken in pursuance thereof, prior to a determination of compliance with this Section being assessed the Contractor.

The Contractor may only enroll a trainee in one active classification per instance prior to approval of an additional classification for that trainee on the same project unless approved by the District Contract Compliance Manager. At beginning of training, the Contractor shall furnish the trainee a copy of the scheduled program they will follow during the intended training period and upon completion, award certification indicating type and total hours satisfactorily achieved.

To complete training, the transfer of trainees from project to project and from district to district is permitted. This includes transfers between multiple projects which could include non-FDOT government projects (City, County, etc.) provided there is the existence of an agreement to monitor the OJT Trainees in accordance with the OJT Program with the contractor, FDOT and other participating agencies. A trainee is only allowed to be enrolled on the original project.

The Contractor shall generate, maintain and furnish the District Contract Compliance Manager with the Monthly Time Report reflecting known training hours apart from other work hours performed by each individual trainee as part of this Contract. The report shall be submitted no later than the tenth day of the subsequent month and identify proficiency occurring.

Graduation to journeyman status will be based upon satisfactory accomplishment of:

1. Proficiency Demonstration being achieved upon conclusion of training as established for the specific training classification.
2. Completion of the minimum hours in a training classification range.
3. The employer's satisfaction that the trainee does meet journeyman status in the classification of training.

The Contractor shall furnish the following documentation to the Department within seven days of successfully demonstrating proficiency:

1. Trainee Enrollment and Notification of Personnel Action form.
2. Proficiency Demonstration Verification Form signed by representatives of both the Contractor and the Department as well as the trainee indicating successful completion of each Proficiency Standard established for the classification.

The Contractor shall submit to the Department a copy of the Trainee Enrollment and Notification of Personnel Action form no later than seven days after the effective date when the candidate is voluntarily or involuntarily terminated from the program.

When approved in advance, the Department provides the Contractor the opportunity to participate in "Voluntary On-the-Job Training Program for Banking". Banking Certificates will be issued when the Contractor desires to preserve credit for a trainee. Further, if the Contractor or subcontractor requests to utilize banked trainees, the Banking Certificate will be validated allowing credit to the Contractor on a subsequent Federal-Aid Project. Banked credits of Prime Contractors working as Subcontractors may be accepted for credit. Voluntary On-the-Job Training Program for Banking can be considered under the following circumstances:

1. Federal-aid Projects – Banking Certificates are issued for training of persons in excess of the required number of candidates based on the awarded Contract amount less items of work for which no training can be afforded.
2. State Funded Projects - the Contractor will have the option to train employees on project for which On-the-Job Training Program mandates do not apply. However, the request

to participate must be evaluated and will be considered if adequate Department staff are available to monitor compliance with the training criteria.

The following criteria will be used in determining if the Contractor has complied with the requirements of this specification:

1. Credit will be allowed for each trainee who satisfactorily completes training for the classification in which the trainee is enrolled.

2. Credit will be allowed for each trainee who continues training in the same job classification and who completes their training on a different contract.

3. Credit will be allowed for a trainee who is given the greatest practical amount of training on the contract; however, the trainee is unable to complete the training due to insufficient amount of work available in the classification.

4. Credit will be allowed for any position indicated in the approved On-the-Job Training Schedule or Plan, for which the Contractor can demonstrate that a good faith effort was made to provide training.

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.

6. Banking certificates may be redeemed within five (5) years of issuance. The issuance and redemption of banking certificates are tracked by each District and the EEO.

7. Earned banking credits are redeemed by presenting the original banking certificate to the DCCM of the district where the project on which the credit is to be applied.

8. A contractor utilizing banking credit(s) to fulfill agreed upon trainee requirement(s), must present the original banking certificate for redemption. If the contractor has determined at the TEM that banked credits will be used to meet trainee requirements, then the certificate(s) is submitted with the initial training schedule. A prime contractor working as a subcontractor to another prime, may redeem their earned banking certificates for the prime.

9. If the contractor subsequently determines to use banked credit(s) to meet trainee requirements, then the certificate(s) are submitted with the revised training schedule.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

SECTION 8 – PROSECUTION OF WORK.

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must

provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

8-3.2 Submission of Contract Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Engineer a Contract Schedule for the project. The Engineer will review and respond to the Contractor within 15 calendar days of receipt.

Provide a Contract Schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress on of each activity. Show each activity with a beginning work date, a duration, and a monetary value. Include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the Contract Schedule any utility work schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

Submit a working plan with the Contract Schedule, consisting of a concise written description of the construction plan.

The Engineer will return inadequate Contract Schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Engineer's return transmittal.

Submit an updated Contract Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the Contract Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised Contract Schedule in the time specified, the Engineer may withhold all Contract payments until the Engineer accepts the schedule.

The Contract Schedule may indicate a completion date in advance of the expiration of Contract Time. However, the Department will not be liable in any way for the Contractor's failure to complete the project prior to expiration of Contract Time. Any additional costs, including extended overhead incurred between the Contractor's scheduled completion date and the expiration of Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Department.

8-5 Qualifications of Contractor's Personnel.

Provide competent, careful, and reliable superintendents, foremen, and workmen. Provide workmen with sufficient skill and experience to properly perform the work assigned to them. Provide workmen engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Engineer may take action as prescribed below.

It is prohibited as a conflict of interest for a Contractor to subcontract with a Consultant to perform Contractor Quality Control when the Consultant is under contract with the Department to perform work on any project described in the Contractor's Contract with the Department. Prior to approving a Consultant for Contractor Quality Control, the Contractor shall submit to the Department a Certificate from the proposed Consultant certifying that no conflict of interest exists.

Whenever the Engineer determines that any person employed by the Contractor is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the Engineer will provide written notice and the Contractor shall discharge the person from the work. Do not employ any discharged person on the project without the written consent of the Engineer. If the Contractor fails to remove such person or persons, the Engineer may withhold all estimates that are or may become due, or suspend the work until the Contractor complies with such orders. Protect, defend, indemnify, and hold the Department, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

8-7.3 Adjusting Contract Time:

8-7.3.1 Increased Work: The Department may grant an extension of Contract Time when it increases the Contract amount due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The Department will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the Contract completion schedule.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, 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 submit 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 submits documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

The Department will consider requests for time extension due to delay in work operations within the limits of the railroad right-of-way, the adjoining 15 feet, or determined by the Railroad or Department to be able to potentially foul the tracks regardless of distance from railroad right-of-way on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are due to a lack of availability of Railroad protective services as required by 7-11.4.

2. Work within the limits of the railroad right-of-way or the adjoining 15 feet actually impacted progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of work operations within the limits of the railroad right-of-way or the adjoining 15 feet on job progress, including compliance with all provisions of 7-11.4 and 5-12, and cooperative scheduling of the Contractor's operations.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be submitted 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:

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Original Contract Amount	Daily Charge Per Calendar Day
\$299,999 and under.....	\$904
\$300,000 but less than \$2,000,000.....	\$1,685
\$2,000,000 but less than \$5,000,000.....	\$2,667
\$5,000,000 but less than \$10,000,000.....	\$3,813
\$10,000,000 but less than \$20,000,000.....	\$5,021
\$20,000,000 but less than \$40,000,000.....	\$7,442
\$40,000,000 and over.....	\$10,224 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

SECTION 9 – MEASUREMENT AND PAYMENT.

9-1.3 Determination of Pay Areas:

9-1.3.1 Final Calculation: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, the Engineer will use lengths and widths in the calculations based on the station to station dimensions shown on the plans; the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the surface of the completed work within the neat lines shown on the plans or designated by the Engineer. The Engineer will use the method or combination of methods of measurement that reflect, with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

9-1.3.2 Plan Quantity: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be the plan quantity, the Engineer will determine the final pay quantity based on the plan quantity subject to the provisions of 9-3.2. Generally, the Engineer will calculate the plan quantity using lengths based on station to station dimensions and widths based on neat lines shown in the plans.

9-3 Compensation for Altered Quantities.

9-3.1 General: When alteration in plans or quantities of work not requiring a supplemental agreement as hereinbefore provided for are offered and performed, the Contractor shall accept payment in full at Contract unit bid prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in plans or quantities of work requiring supplemental agreements shall be stipulated in such agreement, except when the Contractor proceeds with the work without change of price being agreed upon, the Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the

items of work. If no Contract unit price is provided in the Contract, and the parties cannot agree as to a price for the work, the Contractor agrees to do the work in accordance with 4-3.2.

9-3.2 Payment Based on Plan Quantity:

9-3.2.1 Error in Plan Quantity: As used in this Article, the term “substantial error” is defined as the smaller of (a) or (b) below:

(a) a difference between the original plan quantity and final quantity of more than 5%,

(b) a change in quantity which causes a change in the amount payable of more than \$5,000.

On multiple job Contracts, changes made to an individual pay item due to substantial errors will be based on the entire Contract quantity for that pay item.

Where the pay quantity for any item is designated to be the original plan quantity, the Department will revise such quantity only in the event that the Department determines it is in substantial error. In general, the Department will determine such revisions by final measurement, plan calculations, or both, as additions to or deductions from plan quantities.

In the event that either the Department or the Contractor contends that the plan quantity for any item is in error and additional or less compensation is thereby due, the claimant shall submit, at their own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The Department will not revise the plan quantity solely on the basis of a particular method of construction that the Contractor selects. For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and the Department, prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

9-3.2.2 Authorized Changes in Limits of Work: Where the Department designates the pay quantity for any item to be the original plan quantity and authorizes a plan change which results in an increase or decrease in the quantity of that item, the Department will revise the plan quantity accordingly. In general, the Department will determine such revisions by final measurement, plan calculations or both.

9-3.2.3 Specified Adjustments to Pay Quantities: Do not apply the limitations specified in 9-3.2.1 and 9-3.2.2 to the following:

(1) Where these Specifications or Special Provisions provide that the Department determines the pay quantity for an item on the basis of area of finished work adjusted in accordance with the ratio of measured thickness to nominal thickness.

(2) Where these Specifications provide for a deduction due to test results falling outside of the allowable specified tolerances.

(3) To payment for extra length fence posts, as specified in 550-6.3.

9-3.3 Lump Sum Quantities:

9-3.3.1 Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor

submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in 9-3.2.1.

9-3.3.2 Authorized Changes in Work: Where the Department designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the Department will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the Plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the Department will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a supplemental agreement as provided in 4-3.2.

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. **9-5.2 Unsatisfactory Payment Record:** In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;
2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than \$5,000 for any one month will not be processed.

2. Partial payments for structural steel, ITS and signal components, and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Florida Department of Transportation.”

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor’s work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor’s receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

SPECIAL PROVISIONS

120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D).
(REV 3-2-22) (FA 7-13-21) (FY 2024-25)

SECTION 120 is deleted and the following substituted:

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consist of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-1.3 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

120-2 Classifications of Excavation.

120-2.1 General: The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

The definition of existing surface is a combination of the following:

1. The original unpaved ground line;
2. The bottom of the existing pavement;
3. The bottom of existing features removed by clearing and grubbing;
4. The bottom of the existing base, if the base is to be removed.

The definition of finished graded surface includes the completed grades of side slopes, unpaved shoulders, and the bottom of the base for flexible or rigid pavement.

120-2.2 Regular Excavation: Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the existing surface. For pond and ditches that identify the placement of a blanket material, the existing surface is the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-2.5 Channel Excavation: Channel excavation consists of the excavation of channels of streams and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

120-2.6 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Preliminary Soils Investigations.

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Excavation Requirements.

120-4.1 Removal of Unsuitable Materials and Existing Roads

120-4.1.1 Subsoil Excavation: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the depth shown in the Plans as the removal limits or as indicated by the Engineer, and backfill with suitable material. Where the removal of plastic soils is required, meet a construction tolerance of ± 0.2 foot in depth and ± 6 inches (each side) in width.

120-4.1.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-4.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-4.4 Excavation for Structures and Pipe.

120-4.4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

120-4.4.2 Earth Excavation:

120-4.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-4.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-4.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-4.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-4.4.4 Pipe Trench Excavation: Excavate trenches for pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove

soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipelines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Take ownership of the materials and dispose them outside the right-of-way.

120-5.2 Placement of Muck on Side Slopes: As an exception to the provisions of 120-5.1, the Contractor may store muck (A-8 material) alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck. Do not store such material in a manner which will impede the inflow or outfall of any channel or side ditches. All stored materials that is not used for the final surface material must be disposed of outside the right-of-way.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-6 Materials for Embankment.

120-6.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).
2. 12 to 24 inches: 6 inches (in any dimension).
3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the 1:2 slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-6.2 Use of Materials Excavated from the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-6.3 Authorization for Use of Borrow: Use borrow pit only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-6.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.3.2 Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-7 Embankment Construction.

120-7.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

120-7.2 Dry Fill Method:

120-7.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-7.2.1.1 Maximum Compacted Lift Thickness Requirements:

Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Table 120-1			
Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve $\leq$ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches per 120-7.2.1.2
	A-2-4 (No. 200 Sieve $>$ 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit $<$ 50)		

120-7.2.1.2 Thick Lift Requirements: For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five tests at random locations within the test section.
 - a. All five tests must meet the density required by 120-10.5.
 - b. Identify the test section with the compaction effort and soil classification in the project's records.
4. Obtain Engineer's approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

120-7.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps, and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-9.2.4.

120-7.2.2 Placing in Unstable Areas: When depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.3 and 120-9.2.6.

120-7.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-7.2.4 Placing Outside Standard Minimum Slope: The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material, which is suitable for normal embankment, outside such standard minimum slope in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-7.3 Hydraulic Method:

120-7.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment and fill and thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-7.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-7.3.3 Protection of Openings in Embankment: Maintain openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for Structures and Pipes:

120-8.1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

120-8.1.2 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	6 inches	12 inches	N/A	Not Needed
	A-2-4 (No. 200 Sieve $\leq$ 15%)				
2	A-1	6 inches without control test section		N/A	Maximum of 12 inches per 120-7.2.1.2
	A-2-4 (No. 200 Sieve $>$ 15%)				
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6				
	A-7 (Liquid Limit $<$ 50)				

120-8.2 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 in². 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 sheepfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.5 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

120-9.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent needed for planting.

120-9.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-9.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Acceptance Program.

120-10.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with FM 1-T099.

120-10.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.3.

120-10.3 Density Testing Requirements: Compliance with the requirements of 120-10.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils by Use of a Microwave Oven).

120-10.4 Soil Classification and Organic Content: The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

120-10.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-7.3;
- 2) material placed outside the standard minimum slope as specified in 120-7.2.4;
- 3) other areas specifically excluded herein.

120-10.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Proctor Maximum Density	One per soil type
Density	1 per LOT (Alternate Lift)
Soil Classification and Organic Content	One per Maximum Density

120-11 Maintenance and Protection of Work.

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines and grades shown in the Plans, until final acceptance of the project.

120-12 Construction.

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines and grades shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the finished graded surface with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the finished graded surface.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the Plan finished graded surface.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

120-12.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-13 Method of Measurement.

120-13.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original

position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-14 Basis of Payment.

120-14.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, pumping, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-14.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-14.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

334 ASPHALT CONCRETE FOR LAP (CLASS - D). (REV 3-2-22) (FA 7-2-21) (FY 2024-25)

SECTION 334 is deleted and the following substituted:

SECTION 334 ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct an Asphalt Concrete pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt concrete mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Asphalt Concrete Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate mix type as shown in Table 334-1.

Table 334-1 Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5 ⁽¹⁾	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 ⁽¹⁾ Friction Mixes: Types FC-9.5 or FC-12.5 ⁽¹⁾	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3
(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.			

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

Traffic Level E can be substituted for Traffic Level D.

Traffic Level D or E can be substituted for Traffic Level C.

Traffic Level C can be substituted for Traffic Level B.

Traffic Level B or C can be substituted for Traffic Level A.

334-1.4 Gradation Classification: Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 334-3.2.2.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5 9.5 mm

Type SP-12.5, FC-12.5 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{\text{mm}} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt concrete mixtures are as follows:

Type SP-9.5, FC-9.5 1 to 1-1/2 inches

Type SP-12.5 1-1/2 to 3 inches

Type FC-12.5 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt Concrete mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5 3/8 to 2 inches

Type SP-12.5 1/2 to 3 inches

Type SP-19.0 1-1/2 to 4 inches

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <https://mac.fdot.gov/>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.
2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.
3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.
4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
≥ 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient

evidence that the properties of the mix design have changed, and at his/her discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T 312, with the following exception: use the number of gyrations at N_{design} as defined in Standard Specification Table 334-4. Measure the inside diameter of gyratory molds in accordance with AASHTO T 312.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323. N_{initial} and N_{maximum} requirements are not applicable.

334-3.2.5 Moisture Susceptibility:

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.
2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The Department source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component, as identified in the Department's aggregate control program.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.
10. The name of the Construction Training Qualification Program (CTQP) mix designer.
11. The ignition oven and maximum specific gravity (Gmm) calibration factors.
12. The warm mix technology, if used.

334-4 Producer Process Control (PC).

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for process control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

334-5.2.2 Ambient Air Temperature: Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3. The minimum ambient temperature requirement may be reduced by 5°F 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 60°F, 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 55°F 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 30°F 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 $\pm 30^\circ\text{F}$
Roadway (mix in truck)	Compaction Temperature $\pm 30^\circ\text{F}$

334-5.4 Transportation of the Mixture: Transport the mixture in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Surface Preparation:

334-5.5.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control application rate within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 300-2 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd ²) ¹
Base Course, Structural Course, Dense-Graded Friction Course, Open-Graded Friction Course	Newly Constructed Asphalt Layers	0.06
	Milled Asphalt Pavement Surface, Oxidized and Cracked Asphalt Pavement, Concrete Pavement	0.09
Note 1: Target tack application rates greater than those specified may be used upon approval of the Engineer.		

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

334-5.5.5 Curing and Time of Application: Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

334-5.5.6 Protection: Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

334-6 Placing Mixture:

334-6.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

334-6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-6.4 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

334-6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-6.6 Thickness Control: Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per

square yard.

2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-6.7 Leveling Courses:

334-6.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-6.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-6.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-6.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverages of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-6.9 Joints.

334-6.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-6.9.2 Longitudinal Joints: Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the

center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-6.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-6.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-6.10.4.

334-6.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

334-6.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

334-6.10.3.1 Straightedge Testing:

334-6.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-6.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-6.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-6.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-7 Acceptance of the Mixture.

334-7.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-7.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

334-7.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-7.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P₈ and P₂₀₀) 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 (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} 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 $\pm$ 0.55
Passing No. 8 Sieve (percent)	Target $\pm$ 6.00
Passing No. 200 Sieve (percent)	Target $\pm$ 1.50
Roadway Density (daily average)	Minimum 91.5% of G _{mm}
Roadway Density (any single core)	Minimum 88.0 % of G _{mm}

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 (P₈ and P₂₀₀) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-7.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-6. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the area requiring density testing is less than 50 tons. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-8 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-9 Basis of Payment.

334-1 General: Price and payment will be full compensation for all the work specified under this Section.

**344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D).
(REV 6-9-2021) (FA 7-2-21) (FY 2024-25)**

SECTION 344 is deleted and the following substituted:

**SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)**

344-1 Description.

344-1 General: Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of cast-in-place nonstructural concrete; including sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast and prestressed concrete products.

344-1.2.2.1 Precast Concrete Drainage Structures: Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures: Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical or mineral admixtures and supplementary cementitious materials that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C33.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Types of Cement: Unless a specific type of cement is designated in the Contract Documents, use Type I, Type IL, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type IL or Type II (MH) for all mass concrete elements.

344-2.1.6 Supplementary Cementitious Materials: Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

344-3.1.3 Category 3: Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-1.

Table 344-1 Master Proportion Table ⁽⁷⁾				
Class of Concrete	28-day Specified Minimum Compressive Strength (f _c ') (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Minimum Total Cementitious Materials Content (lb/yd ³)	Target Slump Value (inches) ⁽³⁾
Category 1				
Class NS	2,500	N/A	N/A	N/A
Category 3				
I ⁽¹⁾	3,000	0.53	470	3 ⁽²⁾
I (Pavement)	3,000	0.50	470	1.5 or 3 ⁽⁵⁾
II ⁽¹⁾	3,400	0.53	470	3 ⁽²⁾
II (Bridge Deck)	4,500	0.44	600 ⁽⁸⁾	3 ⁽²⁾
III ⁽⁴⁾	5,000	0.44	600 ⁽⁸⁾	3 ⁽²⁾
III (Seal)	3,000	0.53	600 ⁽⁸⁾	8
IV	5,500	0.41 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
IV (Drilled Shaft)	4,000	0.41	600 ⁽⁸⁾	8.5
V (Special)	6,000	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
V	6,500	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
VI	8,500	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
VII	10,000	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
Notes: (1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes. (2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual. (3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches. (4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2). (5) Meet the requirements of Section 350 of FDOT Specifications. (6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30. (7) Tolerance for slump is ± 1.5 inches and Air Content range is 0.0% to 6.0%. (8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd ³ and 510 lb/yd ³ , respectively.				

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are always met.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project agrees with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batchers 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 86°F but is less than 100°F.

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 85°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. 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.

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

Memorandum

To Randall Worley, Director of Parks and Recreation

From Gary S. Downing, PE H W Lochner Engineering

RE: RFP# 2025-01-PR Summary of Bids _ Recommendation
Whispering Pines Park Highway 41N Entrance Road Improvements

Date: June 12, 2025

Bid submittals were opened at 2:10 pm E.S.T, in a public meeting on the 1st floor of the Inverness Government Center on May 27, 2025. The summary of the submittals is shown below:

Contractor	Bid (Submitted)	Bid (Corrected)*	Responsive (Documents)	Responsible FDOT Quals.	Ranking
Cathcart Construction	\$1,289,009.50	N/A	Yes	Yes	6 th
C.W. Roberts	\$857,800.00	N/A	Yes	Yes	4 th
DB Civil	\$755,806.00	N/A	Yes	Yes	2 nd
Gibbs & Register	\$949,787.00	N/A	Yes	Yes	5 th
Hartman Civil Construction*	\$537,888.00	\$537,388	Yes	Yes	1 st
Pave-Rite	\$832,256.22	N/A	Yes	Yes	3 rd
• Corrections based on tabulations of actual items and quantities					

All contractors meet requirements for the proposed scope of work and are FDOT prequalified in the work classes. The lowest responsive and responsible bidder is Hartman Civil Construction (HCC) at a cost of \$537,388.00. Additionally, their previous experience includes FDOT LAP funded work which was verified to be positive and without issues.

Therefore, based on our review, it is recommended to award HCC the contract for RFP# 2025-01PR Whispering Pines Park Entrance Road Improvements.

Attachments: Submitted Bid Tabulation
Corrected Bid Tabulation (Excel Table)

C: Susan Jackson, City Clerk, City of Inverness
Eric Williams, City Manager, City of Inverness
File

Agenda Memorandum - *City of Inverness*

July 1, 2025

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: FY2025-26 Florida Firefighter Assistance Grant Program
CC: Bobby Bessler, Fire Chief, Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk
Enclosures: 1. 231035216_Inverness Ten8 SCBA Quote 6.17.25
2. fy2025-26_ffagp-noticefunding

The Florida Department of Financial Services Division of State Fire Marshal has issued a Notice of Funding Opportunity for the FY2025-26 Florida Firefighter Assistance Grant Program. The Firefighter Assistance Grant Program was established by Florida Statute 633.135 and F.A.C. 69A-37.502 to improve the emergency response capability of volunteer fire departments and combination fire departments.

Grant funding is only available for training, PPE, SCBA's, safety-related equipment and tools, wildland fire fighting and urban interface protective clothing and equipment, and cost-share subsidy for AFG apparatus awards.

The fire department is seeking approval from the Council to apply for this highly competitive grant in order to secure funding to purchase 5 complete Self-Contained Breathing Apparatus (SCBA), 5 SCBA face pieces and 10 SCBA bottles valued at \$52,143.50. This grant requires no matching funds from the City.

Recommended Action

1. Allow staff to speak
2. Motion and second to approve the Fire Department to apply for funding from the FY2025-26 Florida Firefighter Assistance Grant Program
3. Deliberate the matter.
4. Vote on the matter.

If you wish to discuss this further, please contact me at your convenience.

Eric C. Williams



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

CITY OF INVERNESS

212 W. MAIN STREET
ATTN: FINANCE DEPARTMENT
INVERNESS FL 34450
USA

Original

QUOTATION

Quote Number	Document Date	Page
231035216	06/17/25	1/1
Customer No.	Federal Tax ID - Business Partner	
C00512	85-8012621606C-1	
PO Number	*	
Sales Employee	Email	
Madigan, John R	jmadigan@ten8fire.com	
Document Owner	Email	
Huynh, Khanh P	khuyh@ten8fire.com	
Delivery Address		

CITY OF INVERNESS

820 PLEASANT GROVE ROAD
INVERNESS FL 34453
USA

Description	Quantity	UoM	Vendor	Price	Total
A-G1FS422MA2C0LA R G1 SCBA H-P CONFIGURATION OPTIONS: SYSTEM_PRESSURE: 4- 4500 PSIG CYLINDER_CONNECTION: 2- CGAThreaded Remote Con HARNESS: 2- Standard wth Chest Strap CRADLE_TYPE: M- Metal Band LUMBAR_TYPE: A- Adjustable Swivel Lumbar Pad REGULATOR_TYPE: 2- Solid Cover Left Shd. REGULATOR_HOSE_TYPE: C- Continuous EMERGENCY_BREATHING_SUPPORT: 0- None SPEAKER_MODULE: L- Left Chest PASS: A- PASS Right Shoulder BATTERY_TYPE: R- Rechargeable	5	EA	MSA SAFETY SALES, LLC	7,229.06	36,145.30
10156424-SP G1 CYL.RC, 4500PSI 45 MIN CARBON, LP	10	EA	MSA SAFETY SALES, LLC	1,370.88	13,708.80
10161810 Fcpc, G1, FS, MD, MD NC, 4PT C-HARN,C-NS	5	EA	MSA SAFETY SALES, LLC	457.88	2,289.40

Shipping: Freight Included

Subtotal:	\$ 52,143.50
Total Before Tax:	\$ 52,143.50
Total Tax Amount:	\$ 0.00
Total Amount:	\$ 52,143.50

Valid Until: **07/17/2025**

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>

Department of Financial Services
Division of State Fire Marshal
Notice of Funding Opportunity

FY2025-2026 Florida Firefighter Assistance Grant Program

A. Program Description

Catalog of State Financial Assistance (CSFA) Project Number
43006

CSFA Title
Florida Firefighter Assistance Grant Program

Notice of Funding Opportunity Title
FY2025-2026 Florida Firefighter Assistance Grant Program

Program Overview and Priorities

Project Overview

The Florida Firefighter Assistance Grant Program (FFAGP) was established by Florida Statute 633.135 and F.A.C 69A-37.502 to improve the emergency response capability of volunteer fire departments and combination fire departments and provide financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities.

Project Priorities

Grant funding is only available for instructor reimbursement for Firefighter I Skills Sign-offs, PPE, SCBA's, safety related equipment and tools, wildland fire fighting and urban interface protective equipment, purchase fire apparatus, and cost share subsidy for AFG apparatus awards.

For specific information on program priorities and objectives for the FY2025-2026 FFAGP, refer to Florida Administrative Code 69A-37.502.

B. Award Information

Award Amount and Important Dates

Total Available Funding for the Notice of Funding Opportunity: TBD
Period of Performance Start Date: July 1, 2025
Period of Performance End Date: June 30, 2026

C. Eligibility Information

Eligible Applicants and Criteria

Eligible applicants are fire service providers organized and operating in the state of Florida as a volunteer or combination fire department and meeting all the following requirements:

Department of Financial Services
Division of State Fire Marshal
Notice of Funding Opportunity

FY2025-2026 Florida Firefighter Assistance Grant Program

1. A fire service provider,
2. Organized as a fire department for a consecutive period of not less than five (5) years,
3. Recorded as a fire department in the Division's online electronic database,
4. Has a Florida fire department identification (FDID) number,
5. Will submit fire incident data for a period of twelve months following the date of grant award,
6. Compliant with the Florida Firefighters Occupational Health and Safety Act, and
7. Submitted the Florida Fire Service Needs Assessment Survey.

Cost Share or Match

There is no cost share or matching funds required by the eligible applicant for the Florida Firefighter Assistance Grant Program.

D. Application and Submission Information

Key Dates and Times

Opening Date for Submitting Applications: July 14, 2025; 8 am EDT

Closing Date for Submitting Applications: August 1, 2025; 5 pm EDT

Application Submission

In addition to meeting the eligibility requirements, applicants for the Florida Firefighter Assistance Grant Program must complete the following items and submit the Grant Application to: FirefighterGrant@MyFloridaCFO.com

- Grant Application (DFS-K4-2174) [PDF FORMAT](#) or [MSWORD FORMAT](#)
- Florida Fire Service Needs Assessment (DFS-K4-2191) [CLICK FOR LINK TO ELECTRONIC SURVEY](#)
- Request a Fire Department Safety Compliance Inspection from the Bureau of Fire Standards and Training, Safety Section by sending an email to: FireFighterSafety@MyFloridaCFO.com

E. Application Review Information

The Bureau of Fire Standards and Training (BFST) will rank all complete and submitted application based on how well they match the program priorities. Answers to the application's activity specific questions and Florida Fire Service Needs Assessment Survey provide information used to determine each application's ranking relative to the stated program priorities.

Review and Selection Process

Applications are scored competitively by (no less than three) peer reviewers. These peer reviewers will assess each application's merits with respect to the detail provided in the

Department of Financial Services
Division of State Fire Marshal
Notice of Funding Opportunity

FY2025-2026 Florida Firefighter Assistance Grant Program

Narrative Statement on the activity, including the evaluation elements listed in the Narrative Evaluation Criteria below. The panel will independently score each project within the application, discuss the merits and/or shortcomings of the application, and document the findings. A consensus is not required.

Narrative Evaluation Criteria

1. Financial Need

Applicants must describe their financial need and how consistent it is with the intent of the Program. This statement(s) should include details describing the applicant's financial distress, summarizing budget constraints, unsuccessful attempts to secure other funding, annual budget with revenues and expenditures, and proving the financial distress is out of their control.

2. Project Description and Budget

The statement(s) should clearly explain the applicant's project objectives and its relationship to the applicant's budget and risk analysis. The applicant should describe the various activities applied for with respect to any program priority or facility modifications, making sure they are consistent with project objectives, the applicant's mission and national, state, and/or local requirements.

Applicants should link the proposed expenses to operations and safety, as well as the completion of the project goals.

Turndown Notifications

All applicants who do not receive an FY2025-2026 Grant award will receive a notification letter by email from BFST within 60 days of grant application closing date.

F. Award Administration Information

Award Notification

All applicants who are awarded a FY2025-2026 Grant award will receive a notification award letter by email from BFST with 60 days of grant application closing date. The recipient will have 30 days from notification to email BFST whether to accept or decline the award.

Award Agreement Information

If the recipient decides to accept the grant award, they will be required to sign a grant agreement between Department of Financial Services and the recipient. The Contract provides the requirements for services and performance as outlined in the Scope of Work including deliverables, Specific Grant Award, Audit Requirements, and Public Records Requirements.

Agenda Memorandum - *City of Inverness*

July 1, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Ordinance 2025-849 - Utility Liens - First Reading

CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Alexis Koter, Finance Director, Ruthi Griffiths, Assistant Director of Finance

Enclosures: 1. Economic Impact Statement - Ord. 2025-849
2. Ordinance 2025-849 Utility Liens
3. Public Notice Ad- Ord. 2025-849

This evening, Council is being presented the first reading of Ordinance 2025-849. This ordinance is a modification to City Ordinance Chapter 22, Section 93. Section 93 of the Code of Ordinances relates to the payment of fees and bills issued monthly for services provided. The modification is to clarify the process and fees related to the issuance and release of liens on properties for unpaid bills. This modification to define the lien process is in alignment with Florida Statutes.

It is recommended that Council approve the Ordinance, as presented on first reading. If approved this evening, the matter will be brought back for consideration for final adoption at the July 15 Council meeting.

Recommended Action –

1. Allow staff to present
2. Motion, Second, and Vote to read Ordinance 2025-849 by title only
3. Deliberate the matter
4. Motion, Second, and vote to adopt Ordinance 2025-849 on first reading by roll call

If you wish to discuss this further, please contact me at your convenience.

Eric C. Williams

Business Impact Estimate

This form is to be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Inverness website by the time notice of the proposed ordinance is published.

Ordinance 2025-849 Utility Liens

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Inverness is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Inverness is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Inverness hereby publishes the following information:

1. Summary of the proposed ordinance.

¹ See Section 166.041(4)(c), Florida Statutes.

The ordinance is an update to clearly define the process of issuance of liens on properties for unpaid bills.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Inverness, if any: N/A

(a) An estimate of direct compliance costs that businesses may reasonably incur:

Businesses will experience twenty dollars (\$20.00) in lien related fees for each occurrence of a lien placement.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No new charges, clarification on the Ten Dollar (\$10.00) Lien Filing Fee & Ten Dollar (\$10.00) Lien Release Fee to be paid by customers that incur liens filed on their property for unpaid bills.

(c) An estimate of the City of Inverness regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The City incurs ten dollars (\$10.00) in costs for every item filed with the Courts. This is covered by the ten-dollar (\$10.00) lien filing fee and ten-dollar (\$10.00) lien release fee.

3. Good faith estimates of the number of businesses likely to be impacted by the proposed Ordinance:

Unable to be determined. Most customers for which liens would be placed are residential customers. However, it is possible for a business to incur lien placement and fees.

Additional information the governing body deems useful (if any):

This only impacts business that own their parcel and have unpaid bills that have become subject to termination of services.

ORDINANCE NO. 2025-849

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING SECTION 22-93 OF THE CITY'S CODE OF ORDINANCES ENTITLED PAYMENT OF FEES AND BILLS REQUIRED TO ADD CLARIFICATION ON PLACEMENT OF LIENS ASSOCIATED WITH PAYMENT OF BILLS; PROVIDING FOR SEVERABILITY AND INTERPRETING THIS ORDINANCE; PROVIDING FOR INCLUSION INTO THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INVERNESS,

THIS _____ DAY OF _____, 2025 AS FOLLOWS:

Section 1. Section 22-93 of the Code of Ordinances entitled "Payment of fees and bills required" is hereby amended as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 3. Inclusion in the Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the City of Inverness as an addition, or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code of Ordinances.

Section 4. Effective Date. This ordinance shall become effective immediately upon its adoption.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on the _____ day of _____, 2025.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on the _____ day of _____, 2025.

CITY OF INVERNESS, FLORIDA

Gene Davis, Council President

Robert Plaisted, Mayor

ATTEST:

Susan Jackson, City Clerk

Approved as to form and correctness:

James Hartley, City Attorney

EXHIBIT A

Sec. 22-93. Payment of fees and bills required.

- (1) Monthly bills for charges and fees shall be issued by the City to customers on the last business day of the month. Such bills shall be due and payable immediately upon receipt. Bill balances that remain unpaid at the close of the City's business day on the twentieth day of the month following billing will be considered past-due and are subject to a late penalty fee of fifteen dollars (\$15.00). Late fees will be applied on the twenty-first day of the month on accounts with past due balances greater than fifty dollars (\$50.00). However, should the twentieth day of the month fall on a Saturday, Sunday, or legal holiday as defined in the F.S. § 683.01, or any local holiday declared by the City, the customer shall have until the close of the City's next business day to pay said the balance without late penalty fee.
- (2) Past due balances, plus applicable late fees, that are not paid by the issuance of the next month's bill (current bill) may be subject to discontinuation (shut-off) of services and shut-off fees. The current bill will list the past due balance (including late fees) and date of shut off in addition to the current charges. Payment of past due balances, plus the late penalty fees, are due by 5:00 p.m. the day before the shut-off date listed on the current bill. The shut-off date should be no earlier than the 8th of the month following the current bill. Current charges remain due in accordance with Sec 22-93(1). If the past due balance, plus the late penalty fee, is greater than fifty dollars (\$50.00) and is not paid by the shut off date listed, the City shall schedule discontinuation of services. Shut offs will be scheduled the morning of the date listed on the bill. All customers scheduled for shut-off will be charged a service fee in accordance with Sec 22-93(3).
- (3) A forty-dollar (\$40.00) shut-off service fee will be charged for shut-off services fully provided during regular business hours; Monday—Friday 8:00 a.m.—5:00 p.m., excluding City recognized holidays. A sixty-dollar (\$60.00) service fee will be charged for shut-off services that occur, in full or in part, outside of regular business hours.
- (4) Once scheduled for shut-off, a customer's service shall be reinstated only after full payment of all charges currently owed, inclusive current balance, past due balance, penalties, fees, and additional deposits required pursuant to the procedures set forth in section 22-92(d). Reinstatement of services is included as a part of shut-off service fee charged. Please reference Sec. 22-93(3) regarding hours of services.
- (5) When utility services are furnished to the owner of any premises, the charges for such services shall be and constitute a lien against the premises and shall become effective and binding as such lien from the date upon which the account becomes due, unpaid and in arrears. Existing liens and liens imposed hereafter as set out in this subsection shall be treated as special assessment liens against the subject real property, and until fully paid and discharged, shall remain liens equal in rank and dignity with the lien of ad valorem taxes, and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved; the maximum rate of interest allowable by law shall accrue to such delinquent accounts. Such liens for service charges and penalties shall be enforced by any of the methods provided in F.S. ch. 86; or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions applicable to practice, pleading and procedure for the foreclosure of mortgages on real estate set forth in state law, or may be foreclosed per F.S. ch. 173; or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.
- (6) The owner shall pay all costs of collection, including reasonable attorney fees, incurred in the collection of fees, service charges, penalties and liens imposed by this article. The remedy provided in this subsection shall be cumulative and shall not be construed to waive the right of the city to require payment of any bill in arrears before renewing any services of the city to the premises in question.
- (7) If unpaid, charges under this division shall constitute a lien against the property, and no utility service to the property will be provided until these charges are paid in full, provided, that as to any rental unit, service may not be refused or discontinued to the owner or a current tenant, on account of a bill owed by a previous tenant, except to the extent the owner or current tenant received a direct benefit from service provided to the prior tenant.
- (8) Prior to recording a lien, City will provide written notice to owner of City's intent to record such lien. Owner will have one month from the date on which such notice was sent to pay the balance in full, inclusive of all charges and fees, to avoid recording of the lien. Accounts that are not paid in full within the indicated time will be subject to a ten-dollar

(\$10.00) lien filing fee. In addition to any outstanding account balance, an additional ten-dollar (\$10.00) lien release fee shall be paid in order for a release of lien to be recorded. All account balances, including the lien filing and release fees, must be paid in full prior to the release of lien. Properties with liens remain subject to the charges and fees as established in City ordinances. Failure of the City to provide notice as stated herein shall not affect the validity of the lien. Failure to record a lien shall not invalidate a lien which is valid and effectual without being recorded in the public records. The policies established by the City in relation to placement of liens is in accordance with F.S. 180.135.

- (95) A twenty-dollar (\$20.00) service fee will be charged for turning water on Monday—Friday 8:00 a.m.—5:00 p.m., excluding City recognized holidays, with the exception of new water connections and delinquent reinstatements as set forth above. New water connections are those for which a new or used meter is installed for a customer, reference Sec. 22-91(a). A forty-dollar (\$40.00) service fee will be charged for turning water on after 5:00 p.m. Monday—Friday, holidays or weekends.
- (106) A twenty-dollar (\$20.00) service fee will be charged for turning water off Monday—Friday, 8:00 a.m.—5:00 p.m., excluding City recognized holidays, with the exception of delinquent reinstatements as set forth above. A forty-dollar (\$40.00) service fee will be charged for turning water off after 5:00 p.m. Monday—Friday, holidays or weekends.
- (117) If a utility customer pays for services by any form of payment that is returned, the City will not consider this as payment to the balance due. Any payment that is returned shall be subject to a return fee in accordance with the provisions of F.S. § 166.251, as may be amended from time to time. Schedule of return fee amount is listed below. This imposition of a return fee will be in addition to any late payment fee that may be charged to the customer for the delinquent payment of the utility account.

Value of Returned Payment	Return Fee Amount
\$0.01-50.00	\$25.00
\$50.01-300.00	\$30.00
\$300.01-800.00	\$40.00
Greater than \$800.00	5% of value of returned payment

PUBLIC NOTICE OF PROPOSED ENACTMENT

NOTICE is hereby given by the City Council of the City of Inverness, Florida that pursuant to Chapter 166.041, Florida Statutes, Public Notice is hereby given by the City Council of the City of Inverness that an ordinance entitled:

ORDINANCE NO. 2025 – 849

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING SECTION 22-93 OF THE CITY'S CODE OF ORDINANCES ENTITLED PAYMENT OF FEES AND BILLS REQUIRED TO ADD CLARIFICATION ON PLACEMENT OF LIENS ASSOCIATED WITH PAYMENT OF BILLS; PROVIDING FOR SEVERABILITY AND INTERPRETING THIS ORDINANCE; PROVIDING FOR INCLUSION INTO THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

will be considered for adoption by the City Council in Council Chambers at 212 West Main Street at 5:30 PM or as soon thereafter the matter can be heard on the following date.

Adoption Public Hearing – Tuesday, July 15, 2025

All interested parties may appear at the meeting and be heard with respect to the proposed Ordinance.

Copy of the proposed ordinance will be on file with and available for inspection by the public in the office of the City Clerk in City Hall, 212 W. Main Street, Inverness, Florida, between the hours of 8:30 AM and 4:00 PM, Monday through Friday of each week.

Be advised that if any person or persons may wish to appeal a decision of the City Council of the City of Inverness, Florida, made at this meeting, a record of the proceedings will be needed by such person or persons and a verbatim record may be needed.

Attest: _____
City Clerk

President of City Council

Agenda Memorandum - *City of Inverness*

July 1, 2025

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Projects and Programs Update

- July 3 Patriotic Evening
- Other

CC: Susan Jackson, City Clerk, Frank Calascione, Assistant City Manager

Enclosures:

Project and Program Updates

- County impact fee workshops/update
- Other