

PROJECT MANUAL

FOR

**PENSACOLA INTERNATIONAL AIRPORT
TIPPIN AVENUE PARKING LOT PROJECT**



Bid #24-028

**CITY OF PENSACOLA
DEPARTMENT OF PUBLIC WORKS AND FACILITIES
ENGINEERING AND CONSTRUCTION SERVICES
MAY 2024**

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THE CITY OF PENSACOLA, FLORIDA
INVITATION TO BID
BID NO. 24-028

PENSACOLA INTERNATIONAL AIRPORT
TIPPIN AVENUE PARKING LOT PROJECT

A sealed, complete hardcopy bid with original (or electronic) signature, and one (1) complete and identical electronic copy (PDF) on flash drive or CD will be received on June 3, 2024, 2:30 P.M., local time, at the following location.

City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing

The OUTER FACE of the sealed submittal package shall **identify the respondent, the bid title, and the bid number** (whether hand-delivered, mailed, or via UPS/Fedex or other courier service). Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. After the submittal deadline those submittals received will be opened and publicly acknowledged. Interested parties may attend.

In order to review all contractual requirements associated with this project, an **OPTIONAL** pre-bid conference will be held on **May 17, 2024, 10:00 A.M.** via Microsoft Teams at the following link: [Microsoft Team pre-bid link](#).

Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: [Microsoft Teams System Requirements Check](#).

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Addenda will be posted to the City's website. Bidders are responsible for obtaining addenda and are advised to check the website frequently.

Bidders shall submit a certified check or bid bond, payable to the City of Pensacola in the amount of **five percent (5%) of the base bid** for a period of sixty (60) days.

The City of Pensacola has established a Minority/Women Business Enterprise Program (MWBE). The MWBE Participation goal for this project is **5%**.

Any questions concerning the bid should be addressed and submitted in writing **no later** than 10:00 A.M., local time, May 24, 2024, to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

A bid tabulation or a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Bidders are advised to check the website frequently.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item number when applicable, to waive any bid informalities and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

PURCHASING GENERAL CONDITIONS

To ensure acceptance, all bidders submitting bids to the City of Pensacola shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided shall be rejected, and bids not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

- 1. Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
- 2. Award of Bids:** Recommendations for award of bids are made to the Mayor or City Council based on the lowest and best responsible bidder meeting all conditions and requirements of the specifications.
- 3. Bid Bond:** The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's executed bond made payable to the City of Pensacola in the amount of five percent (5%) of the base bid accompany your proposal. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft. Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful proposer. Any proposer withdrawing his proposal after the proposal opening forfeits the right of return of his good faith deposit.
- 4. Bid Withdrawal:** No bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by Mayor or City Council.
- 5. Delivery:** Bid quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.
- 6. Discounts:** Terms offering a discount for prompt payment will be considered in

determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low bid.

- 7. E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
- 8. Exceptions to Specifications:** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that consideration be given in evaluating bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.
- 9. Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
- 10. Identical Tie Bids:** In the event that two or more bids are identical in price, preference shall be given to business with Drug-Free Workplace Programs. A Drug-Free Workplace Certificate is enclosed.
- 11. Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).
- 12. Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Invitation to Bid Page. Inquiries must reference the bid item(s) or service(s) and the date of the bid submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
- 13. Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect

thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

- 14. Licenses, Registration and Certificates:** Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).
- 15. Mistakes:** Bidders are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the bidder's risk. Unit prices bid will govern in award.
- 16. Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.
- 17. Permits and Taxes:** The bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Bidders who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.
- 18. Pre-Bid Meetings:** If a bid requires a mandatory pre-bid meeting, any representative of a firm wishing to submit a bid must sign in with the name of the bidding firm.
- 19. Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with the Mayor, any member of Pensacola City Council or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

20. Protests: Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled bid submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of bid or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.

21. Public Entity Crimes: By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).

22. Public Records: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Florida Statute §119.07. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the bid pursuant to Florida Statute §119.07.

23. Public Records Law: The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

24. Rejection of Bids: The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item or service number, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

25. Sealed Bids: The specifications and all executed bid forms must be submitted in a sealed envelope. All bids must be signed by an authorized representative of the bidder. In the event more than one bid submittal deadline is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the bidder, the item(s) or service(s) bid and the bid number.** It shall be the sole responsibility of the bidder to assure receipt of bid at the specified location prior to the published time for the bid submittal deadline. No bid will be accepted after closing time for receipt of bids, **nor will any offers by telephone, fax, internet or email be accepted.**

26. Tax: The City of Pensacola is exempt from all State and local sales tax.

27. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

28. Unauthorized Aliens: The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

29. Venue: Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

INSURANCE AND INDEMNIFICATION

GENERAL

Before starting and until termination of work for, or on behalf of the City, the Contractor shall procure and maintain insurance of the types and to the limits specified.

The term CITY as used in this section of the Contract is defined to mean the City itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

The term FDOT as used in this section of the contract is defined to mean the State of Florida Department of Transportation, including the Department's officers and employees.

With regard to the Contractor's obligation for products and completed operations, the Contractor shall be responsible for providing and maintaining insurance and contractual agreements for a minimum period of at least three (3) years subsequent to the City's acceptance of the Product or Completed Operation.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$1,000,000** each person -accident, **\$1,000,000** each person - disease, **\$1,000,000** aggregate - disease.

COMMERCIAL GENERAL, AUTOMOBILE, POLLUTION AND UMBRELLA LIABILITY COVERAGES

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The CITY and FDOT shall be an Additional Insured on all coverages except workers' compensation and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The CITY and FDOT shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$3,000,000** per occurrence and **\$5,000,000** aggregate, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees

to have such limits of \$3,000,000 per occurrence and \$5,000,000 aggregate, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, damage from explosion, collapse and underground exposures (x, c, u), and independent contractors. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Contractor's Pollution Liability coverage for bodily injury, property damage, fines, penalties, defense, and clean up must be included. Coverage must include both sudden/accidental and non-sudden/gradual. **Minimum Limits of \$2,000,000 per occurrence is acceptable for this coverage requirement.**

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the CITY and FDOT shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The CITY and FDOT shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the CITY, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the CITY an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the CITY an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the CITY shall file with the CITY and FDOT Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the CITY, the Contractor shall, upon instructions of the CITY, cease all operations under the Contract until directed by the CITY, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521.

A separate certificate of insurance with "Certificate Holder" address should read: Florida Department of Transportation, Office of Comptroller, MS 24, 605 Suwannee Street, Tallahassee, FL 32399-0405.

INSURANCE OF THE CONTRACTOR PRIMARY

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY

The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the CITY and FDOT. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Contractor shall indemnify and hold harmless the CITY and FDOT, their officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Contractor agrees to pay on behalf of the CITY and FDOT, as well as provide a legal defense for the CITY and FDOT, both of which will be done only if and when requested by the CITY or FDOT, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the CITY and FDOT shall be in addition to any and all other legal remedies available to the CITY and FDOT and shall not be considered to be the CITY's and FDOT's exclusive remedy.

GRANT PROVISIONS

This project is funded in part by a beautification grant from the Florida Department of Transportation (FDOT), attached to this project manual as Appendix A. Bidders should familiarize themselves with all grant provisions to ensure compliance, particularly to items A through G below. AGENCY refers to the City of Pensacola, DEPARTMENT refers to FDOT, and AGREEMENT refers to the FDOT Beautification Grant.

- A. Item 16: The AGENCY agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants who perform work in connection with this AGREEMENT:
The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents, or employees.
- B. Item 23: The AGENCY and the DEPARTMENT agree that the AGENCY, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the DEPARTMENT as a result of this AGREEMENT.
- C. Item 25: The AGENCY affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The AGENCY agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this AGREEMENT may result in the termination of this AGREEMENT.
- D. Item 26: The DEPARTMENT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this AGREEMENT.
- E. Item 27: The AGENCY will not discriminate against any employee employed in the performance of this AGREEMENT, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex.

The AGENCY shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The AGENCY shall insert similar provisions in all contracts and subcontracts for services by this AGREEMENT.

F. Item 28: The AGENCY affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The AGENCY further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this AGREEMENT may result in the termination of this AGREEMENT.

G. Item 30: The DEPARTMENT and the AGENCY acknowledge and agree to the following:

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

H. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligations to comply with Section 20.055(5), Florida Statutes.

INSTRUCTIONS TO BIDDERS

1. AWARD OF CONTRACT

- A. The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided their bid is reasonable and it is to the interest of the City to accept it.
- B. The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City. In case of error in the extension of prices, the unit price will govern.
- C. The City further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitations; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

2. BID OPENING

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested.

3. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

4. BIDDER'S QUALIFICATIONS

Before a bid is considered for award, the bidder may be requested by the City to submit a statement of facts in detail as to their previous experience in performing similar or comparable work, and of their business and technical organization and financial resources and plant available to be used in performing the contemplated work. A minimum of 5 qualifying project references may be required from previous or current project owners. These references shall be specific to the prime contractor's experience; experience of the subcontractor cannot be substituted should the prime contractor fail to meet the requirements of this section. These references shall be from specific projects of similar size and scope. At least 3 of the 5 shall be from another government municipality, especially if the bidder has not contracted with the City on projects of a same/similar nature within the previous five (5) years of the bid date. No references will be considered in which the bidder worked under a different company name or in which the bidder worked as a subcontractor to a prime contractor. The City reserves the express right to not award a contract to a bidder if the provided references do not reveal that the contractor has ample/adequate experience beyond a reasonable doubt to complete the project according to the plans and specifications and within the time frame stipulated.

5. COMMENCEMENT & COMPLETION

The bidder further proposes and agrees hereby to commence the work with an adequate force and equipment within **(10)** consecutive calendar days after being notified by the City of Pensacola to do so; and to complete the work and testing within **60** Calendar days after the commencement date set by the City of Pensacola and to pay as delay day penalty the sum of **\$500** for each and every calendar day used for the completion of the work in excess of that heretofore stated.

6. CONDITIONS AT SITE OF WORK

Bidders shall be responsible to visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

7. DECLARATIONS

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

The bidder further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the contractual documents relative thereto, including the Advertisement, Proposal Form, Form of Contract, General Conditions, and all specific conditions; and that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted, that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability and to contract with the City of Pensacola in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the project.

8. EXPLANATION TO BIDDER

Any explanation desired by bidders regarding the meaning or interpretation of drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders, and its receipt by the bidder shall be acknowledged.

9. LICENSING REQUIREMENT

Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting) if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

Bidder for the project shall hold one or more of the following licenses in order to submit a bid and have qualifying experience relative to the subject project.

- A. Florida Licensed General Contractor
- B. Florida Licensed Underground Utilities Contractor

10. LIEN RELEASE AND AFFIDAVIT

Each Application for Payment shall be accompanied by a Lien Release and Affidavit from each subcontractor and each supplier showing that all materials, labor, equipment and other bills associated with that portion of the work in which payment is being requested for have been paid in full. The City shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

11. PENALTIES

The bidder further agrees that in case of failure on his part to execute the said Contract and Bond within **(10)** calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Pensacola as delay day penalties for such failure; otherwise, the check or bid bond accompanying the Proposal shall be returned to the undersigned.

12. PREPARATION OF BIDS

- A. Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.
- B. The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof. Where required on the bid form, bidders must quote on all items and they are warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.

13. RECEIPT AND OPENING OF BIDS

- A. No responsibility will attach to any City employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

14. REJECTION OF BIDS

The City reserves the right to reject any and all bids when such rejection is in the interest of the City; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Engineer, in a position to perform the contract.

15. SPECIAL CONDITIONS

- A. **Public Entity Crimes** - Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. All bidders are advised that compliance with The Occupational Safety and Health Administration Excavation Safety Standards, 29 C.F.R.s 1926.650-652 of Sub part P will be required.
- C. The Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
- D. Florida State Statute 93.240 under section 556.101 through 556.111 requires that all excavators notify gas companies of their intention to perform any excavation at least forty- eight (48) hours (excluding Saturday, Sundays and holidays) prior to beginning work. If excavating, digging, boring, tunneling, blasting or otherwise disturbing the earth in any manner where a buried gas line may be damaged is proposed, please call the toll free number 1-800-432-4770 between the hours of 6:30 a.m. and 4:00 p.m. CST Monday through Friday, forty-eight (48) hours before starting the proposed work, (weekends and holidays excluded). Contractor shall notify all utility companies to locate and mark all utility facilities forty-eight (48) hours before starting any excavation.
- E. The general contractor will submit a maintenance traffic plan which will satisfy the traffic conditions outlined in the general notes.
- F. The general contractor shall post the construction site with "NO TRESPASSING" signs, to prevent amateur archaeologists from entering the site without authorization.

**PENSACOLA INTERNATIONAL AIRPORT
TIPPIN AVENUE PARKING LOT PROJECT**

SCOPE OF WORK
4/24/2024

This project is located on Tippin Avenue just north of Francis Taylor Blvd. within the vacant parcel on Pensacola International Airport. This project is designed to help meet the increased parking demands experienced by the Pensacola International Airport. The proposed improvements include installing new stormwater pipes and inlets, new curb and gutter, a new Stormwater pond fitted with a sand chimney, and paving an approximately square 18,000 square yard area. Other associated improvements include striping the new parking lot, sidewalk installation, installation of irrigation, landscaping, lighting, electric vehicle charging stations, bus shelters, and security call boxes. The irrigation system, lighting, bus shelters, electric vehicle charging stations, and security call boxes shall be designed and installed as a design-build portion of the work performed by the contractor.

DESIGN BUILD LUMP SUM ITEMS:

Irrigation

- Permanent irrigation shall be installed for all landscape area (including turf) shown on plans. As long as irrigation coverage is complete, the contractor/irrigation installer shall be allowed to determine the most effective method of providing irrigation coverage utilizing spray heads, risers, drip, and bubblers. The contractor shall install a new irrigation well as the irrigation source. Refer to Sheet C-12 for further instruction.

Electrical and Lighting

- Lighting shall be LED and provide full coverage off the new parking lot and adjacent walkways. New LED lighting fixtures and poles shall be per the detail provided on Sheet D-
- Refer to Sheet C-9 for further instruction.

Electric Vehicle Charging Stations

- Contractor shall install 7 security call boxes per the details and provide necessary power to these shelters.

Security Call Boxes

- Contractor shall install 5 security call boxes in the new parking lot. This effort shall include coordination with Security Engineering, Inc. to ensure new call boxes properly function and are tied-in/communicate with the Airport's security call box system.

Bus Shelters

- Contractor shall install 2 security call boxes per the details, install the concrete slab, and provide necessary power to these shelters.

PROPOSAL

BID NO. 24-028

**PENSACOLA INTERNATIONAL AIRPORT
TIPPIN AVENUE PARKING LOT PROJECT**

Base Bid _____
(\$ _____)

**A signed quantity sheet must be included for the submittal to be considered.*

Bid Security is submitted in the proper form and in the amount of \$ _____.

Dunnns#/UEID: _____ (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. _____ Expiration Date _____

Signature _____ Date: _____

Printed Name: _____ Title: _____

Company: _____ Address: _____

Telephone: _____ City: _____

Fax: _____ State: _____ Zip: _____

E-mail: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BID 24-028
Pensacola International Airport
Tippin Avenue Remote Parking Lot Project
QUANTITY SHEET

Company Name: _____

(page 1)

No.	Category	Qty	Units	Unit Price	Total Cost
1	Mobilization and Demobilization	1	LS		
2	Erosion Control* (incl. silt fence, outlet protection, and haybales)	1	LS		
3	Demolition/Layout (to include all demolition and clearing/grubbing)	1	LS		
4	Maintenance of Traffic (FDOT Standards)	1	LS		
5	Site, Grading, and Earthwork	1	LS		
6	Pond Excavation (Compacted in Place) Haul Off - Quantity Verified Before & After Topo Survey	6495	CY		
7	Sand Chimney Per Plans	1	LS		
8	12" SDR 26 PVC	16	LF		
9	18" Class III RCP	345	LF		
10	14"X23" Class III ERCP	197	LF		
11	19"X30" Class III ERCP	247	LF		
12	City Type A-1 Curb Inlet	1	EA		
13	FDOT TYPE V Inlet	1	EA		
14	6'x4' Ditch Bottom Inlet	1	EA		
15	FDOT TYPE C Ditch Bottom Inlet	1	EA		
16	FDOT TYPE 6 Curb Inlet	2	EA		
17	24" MES w/ Rip Rap Per Detail	1	EA		
18	4' Dia. Manhole Per Detail	1	EA		
19	Type C Curb and Gutter	3,473	LF		
20	Concrete Ribbon Curb	570	LF		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BID 24-028
Pensacola International Airport
Tippin Avenue Remote Parking Lot Project
QUANTITY SHEET

Company Name: _____

(page 2)

No.	Category	Qty	Units	Unit Price	Total Cost
21	Concrete Valley Gutter	117	LF		
22	9' (O.D.) Wide x 6" Thick Concrete Flume with Rip Rap Per Detail	1	LS		
23	5' (O.D.) Wide x 6" Thick Concrete Flume with Rip Rap Per Detail	1	LS		
24	Raise Monitoring Wells To Be Flush with Proposed Grade	7	EA		
25	Restore Tippin Ave. Curb and Gutter (Match Existing)	90	LS		
26	Restore Tippin Ave. 4" Thick Concrete Sidewalk	140	SY		
27	Mill 1.5" Asphalt	705	SY		
28	1.5" SP 12.5 Asphalt	19,236	SY		
29	6" Graded Aggregate Base	18,531	SY		
30	18" Compacted Subgrade	18,531	SY		
31	Signage/Striping (Thermoplastic) (Including All Wheel Stops and ADA Spaces)	1	LS		
32	Landscaping Per Plans	1	LS		
33	Irrigation (Design Build)	1	LS		
34	365 Landscaping Establishment Period Maintenance	1	LS		
35	Decorative Ameristar Montage Plus Fence - Swing Gate	3	LS		
36	Decorative Ameristar Montage Plus Fence	2,035	LF		
37	Two Side by Side 5'x10' PreFab Bus Shelter by Panel Built, Inc. Set on 4" Thick Concrete Slab (Design Build)	1	LS		
38	Electrical and Lighting (Design Build)	1	LS		
39	Security Call Box (Design Build)	5	EA		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BID 24-028
Pensacola International Airport
Tippin Avenue Remote Parking Lot Project
QUANTITY SHEET

(page 3)

No.	Category	Qty	Units	Unit Price	Total Cost
40	Install all Ticket Dispensers, Exit Stations, Electrical, Detection Loops, Swing Arm, etc. as Depicted on Sheet D-3 - Coordinate with Republic Parking System.	1	LS		
41	EV Charging Stations (Design Build)	7	EA		
BASE BID TOTAL					

***NOTES**

1. Bid shall include all associated earthwork and necessary back-sloping as determined by the City of Pensacola
2. This bid proposal contains line items which may not be called out on the plans. Such items have been included to address potential unforeseen conditions.
3. The City of Pensacola reserves the right to move forward with or opt out of bid alternates in any order.

Bidder: _____ Date: _____
 Name of Company (Please Print)

By: _____
 Authorized Representative (Please Print)

Signature: _____

Title: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____ Date: _____

Authorized Signature: _____ Printed Name: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**VETERAN BUSINESS ENTERPRISE
PARTICIPATION FORM**

(N/A if federal funding attached to project.)

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark “N/A.”

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

City of Pensacola
Florida

**CERTIFICATION
for
EROSION AND SEDIMENTATION COMPLIANCE**

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

- A. Federal Clean Water Act as amended in 1987
- B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
- C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be \$ _____, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

Authorized Official

THIS FORM MUST BE INCLUDED WITH SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Florida Statute §287.087, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**CONTRACT BETWEEN CITY OF PENSACOLA AND
[xxxCONTRACTORxxx]
BASED UPON INVITATION TO BID # _____**

THIS CONTRACT (“Contract”) is made this ____ day of _____, 20____, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and _____, (“Contractor”), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid # _____, on _____, 20____ (“Invitation to Bid”), as described in Project Manual/Specifications for _____, Bid # _____, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “Bid Documents”); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated _____, 20____, (“Proposal”) attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor’s Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will

comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.

The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of _____ (\$ _____) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? Yes No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.

No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly

agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A

BID DOCUMENTS ON FILE IN _____

DRAFT

EXHIBIT B
PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, _____, which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.

PUBLIC CONSTRUCTION BOND

STATE OF FLORIDA
COUNTY OF _____

BY THIS BOND, WE: _____, as Principal and _____ a corporation, as Surety, are bound to

City of Pensacola, herein called Owner, in the sum of \$ _____ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal and Owner for _____ construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provision in Section 255.05(2), Florida Statutes.
Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety’s obligation under this bond.

PRINCIPAL

SURETY

OWNER

Name _____

City of Pensacola

Bus. Addr. _____

P. O. Box 12910
Pensacola, FL 32521

Tel. # _____

(850) XXX-XXXX

IN WITNESS WHEREOF, the said

_____, as Principal herein has caused these presents to be signed in triplicate in its name, by its _____ under its corporate seal, and the said _____ as surety herein, has caused these presents to be signed in triplicate in its name by its _____ under the corporate seal, this _____ day of _____, 20____A.D.

ATTEST:

(Print)

Principal

Signature

By _____
(Print)

ATTEST:

(Title)

(Print)

Signature

Signature

Surety

By _____
(Print)

(Title)

Signature

**GENERAL
CONDITIONS**

**PENSACOLA INTERNATIONAL AIRPORT
TIPPIN AVENUE PARKING LOT PROJECT**

**CITY OF PENSACOLA
DEPARTMENT OF PUBLIC WORKS AND FACILITIES
ENGINEERING AND CONSTRUCTION SERVICES
MAY 2024**

GENERAL CONDITIONS
SECTION 1
DEFINITIONS

1.0 DEFINITIONS

Whenever in any of the Contract Documents the following terms are used, the intent and meaning shall be defined as follows:

1.1 CONTRACT

The agreement executed by the Owner and the Contractor, of which these General Conditions form a part.

1.2 OWNER

The City of Pensacola, the party of the first part of the Contract.

1.3 CONTRACTOR

A person, firm or corporation with whom a Contract has been made directly or through accredited representatives that may have entered into a Contract with the City of Pensacola, and who is liable for the acceptable performance of all legal debts pertaining to the work, the party of the second part of the Contract.

1.4 ENGINEER

The authorized representative of the Owner employed to provide engineering supervision, and/or inspection of the work performed by the Contractor and where the term "Owner" is used in connection with the interpretation of the drawings and specifications, or in connection with the enforcement of the provisions of same, the Engineer, as the Owner's representative, shall have authority to act.

1.5 SUBCONTRACTOR

A person, firm, or corporation to whom the Contractor sublets any part of the Contract.

1.6 INSPECTOR

The authorized representative of the Engineer, assigned to make all necessary inspections of the materials furnished for the work and of the work performed by the Contractor.

1.7 CONTRACT DOCUMENTS

The Contract Documents are composed of the Invitation to Quote, Instruction to Quoters, Form of Proposal, Form of Contract, General Conditions, Project Specifications, and Drawing(s) if applicable.

GENERAL CONDITIONS
SECTION 2
EXECUTION OF CONTRACT

2.0 CONTRACT SECURITY

The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, and shall indemnify and save harmless the City of Pensacola against and from all costs, expenses, damages, injury or conduct, want of care or skill, negligence or default, including patent infringement on the part of said principal, agents or employees, in the execution or performance of said contract. The surety of such bond shall be a duly authorized company satisfactory to the City of Pensacola.

2.1 FAILURE TO EXECUTE CONTRACT

Failure to execute the contract and file an acceptable surety bond as provided in Section 3.0 within ten (10) calendar days after written notice of award of the contract has been given, shall be just cause for the annulment of the award and the forfeiture of the bid bond to the City of Pensacola, not as a penalty, but in liquidation of damages sustained.

2.2 ASSIGNMENT

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the City of Pensacola. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

2.3 PRECONSTRUCTION CONFERENCE

Within ten (10) days after execution of the Agreement, the Contractor will submit to the City Engineer for approval a construction progress schedule indicating the starting and completion dates of the various stages of the work and a schedule of shop drawing submissions.

Before starting the work, a conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the

Engineer of Record and/or his representatives, and the Contractor and/or his representatives and any others deemed necessary by the City of Pensacola.

2.4 TERMINATION OF CONVENIENCE

A contract may be terminated in whole or in part by the City of Pensacola at any time and for any reason in accordance with this clause whenever the City of Pensacola shall determine that such termination is in the best interest of the City of Pensacola. Any such termination shall be effected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

GENERAL CONDITIONS
SECTION 3
CONTRACTOR

- 3.0** **LICENSES, PERMITS, CONSTRUCTION, AND EMPLOYMENT PRACTICES**
All contractors shall secure all licenses and permits and comply with all laws, regulations and building and construction codes as required by the State, City and County 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 State and Federal Government.
- 3.1** **QUALIFICATIONS FOR EMPLOYMENT**
Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the project under this contract. No person shall be employed in violation of the State or the National labor laws. No person under the age of sixteen (16) years shall be employed on the project under the contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this contract; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age, or disability. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mental defectives shall be employed on the project under this contract.
- 3.2** **CHARACTER OF WORKMEN AND EQUIPMENT**
The Contractor shall employ such superintendents, foremen and workmen as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is, in his opinion, incompetent, unfaithful, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.
- Should the Contractor fail to remove such person or persons or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work, the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.
- The equipment used on any portion of the work shall be such that no injury to adjacent property, or to streets or highways, will result from its use; equipment shall be modern, in good condition and adequate in size to perform the work in satisfactory time intervals.
- 3.3** **USE OF PREMISES**
The Contractor shall confine his apparatus, storage of materials, and construction

operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his materials.

The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, barricades, and smoking and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

3.4

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, superintendence and temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

3.5

WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, or charges, and further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon, provided that this shall not preclude any contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or the City. In the event of the installation of such metering device or equipment, the Contractor shall advise the Owner as to the owner thereof. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due to the Contractor in the hands of the Owner. The provisions of this section shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

3.6

PAYMENTS BY CONTRACTOR

The Contractor shall pay:

1. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.
2. For all materials, tools, and other expendable equipment to the extent of ninety (90) percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.
3. To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein.

3.7 SUBCONTRACTING

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractors, which statement shall contain such information as the Owner may require.

3.8 REMOVAL AND DISPOSAL OF OBSTRUCTIONS

1. All fences, buildings, or other obstructions upon or within the limits of the work area, shall be removed by the Contractor and carefully placed on the abutting property or otherwise disposed of, if and as required. The cost of removing any existing structure shall be included in the price bid for the construction of new structures.
2. Any artifacts or items of historical value that are discovered in the work area are the property of the City of Pensacola and shall be removed as directed by the Engineer. The Contractor shall take care not to damage said items if at all possible.

3.9 INVESTIGATION, UTILITIES, AND DIFFERING SITE CONDITIONS

1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work taking into specific account the Project site and the general and local conditions related thereto, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole, topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions, equipment and

facilities needed preliminary to and during performance of the Work, and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 4 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

3. During the Work, the Contractor shall immediately upon the discovery of, and, before such conditions are disturbed, notify the City in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Plans and Specifications or other City-furnished information, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. If, however, a differing or unknown site condition requires immediate action by the Contractor to protect Work in progress from significant damage or to protect the health or safety of persons, the Contractor shall as soon as possible under the circumstances, and before such conditions are disturbed, if reasonably possible, provide the written notice specified herein. The City will promptly investigate the conditions, and if such conditions materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, whether or not changed as a result of such conditions, the construction completion dates shall be equitably adjusted by Change Order upon timely and proper request for Change Order in accordance with Section 5.

4. No claim by the Contractor under this Section will be allowed unless the Contractor has given the notices required in Section 5. If the City is not given written notice before the conditions are disturbed, or in accordance with the Section 5 for later notice in the case of a condition requiring immediate emergency action to protect the Work in progress or the health or safety of persons, the Contractor will be deemed to have waived its right to assert a claim for additional compensation and time arising out of such conditions.

GENERAL CONDITIONS
SECTION 4
CONTROL OF WORK

4.1 ENGINEER AS REFEREE

It is agreed by the parties hereto that the Engineer of Record shall decide all questions which may arise relative to the interpretation of the plans, specifications, and other contract documents pertaining to the character, quality, amount and value of any work done, and the materials furnished under or by reason of this Contract. His estimates and decisions upon all such claims and questions shall be final and conclusive upon the parties thereto.

4.1 DRAWINGS

1. The general character and scope of the work are illustrated by the drawings accompanying the Contract Documents. Where necessary, the approved plans will be supplemented by the Engineer with such full scale details, sketches, etc., as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved plans shall be in writing. The Contractor shall furnish such detailed plans as may be required for the prosecution of the work and are not included in the plans furnished by the Consultant. They shall include shop details, erection plans, masonry layout diagrams and bending diagrams for reinforcing steel, approval of which by the Engineer must be obtained before any work involving these plans shall be performed. Plans for cribs, cofferdams, false work, centering and form work may also be required and such cases shall be likewise subject to approval unless approval is waived by the Engineer. It is expressly understood, however, that approval by the Consultant of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details or of mutual agreement of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications. The Contractor shall not attempt to construct the parts of the work for which such detail drawings are required until he has received them. The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.
2. Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical and all details shall be worked out in relation to their location and their connection to other parts of the work.
3. Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all

other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

4.2 SHOP DRAWINGS

1. The Contractor shall submit for approval of the Engineer of Record, copies of all shop and setting drawings and schedules required for the work and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given. Copies of these drawings and schedules shall be furnished in such number as the Engineer may direct.
2. The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking; and no claim by the Contractor for delays, arising from his failure in this respect, shall be allowed.
3. All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval shall not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.
4. Where a shop drawing as submitted by the Contractor indicates a departure from the contract which the Consultant deems to be a minor adjustment in the interest of the City and which does not involve a change in the Contract price or extension of time, the Engineer of Record will approve the drawing.
5. The approval by the Engineer of Record of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error that may exist.

4.3 INTENT OF CONTRACT DOCUMENTS

1. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the Contractor whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to

standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the City in writing and before proceeding with the Work affected thereby and shall obtain a written interpretation or clarification from the City. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
3. Drawings are intended to show general arrangements, design, and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications, or of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the City.

4.4

COORDINATION OF PLANS AND SPECIFICATIONS

The specifications, plans, and all supplementary documents are essential parts of the contract. Any requirement occurring in one is as binding as though occurring in all. Items shown on the plans and not shown on the specifications and items noted in the specifications but not shown on the plans are to be considered as shown on the plans and noted in the specifications. Any errors or omissions as to standards of work in the specifications or on the plans shall not relieve the Contractor of the obligation to furnish a strictly first-class job in strict accord with best practice to be found in structures or work of a similar nature.

4.5

FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work for and the coordination of the operation of all trades, subcontractors, or suppliers engaged in the work. He shall be prepared to guarantee to each of his subcontractors the dimensions which they may require for the fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other contractors.

4.6

OTHER WORK

1. City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct

contracts to other contractors. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the City and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

2. Contractor shall afford each utility owner and other contractor (or City, if City is performing the additional work with City's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the City and the others whose work will be affected.
3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or City), Contractor shall inspect and promptly report to the City in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

4.7 CONSTRUCTION STAKING AND PROJECT LAYOUT

1. City shall provide initial vertical and horizontal (h/v) control information for the project, in the form of surveyed benchmarks, at designated coordinate locations as specifically indicated on the plans. The Contractor shall be responsible for the protection and preservation of all benchmarks throughout the duration of the project. The Contractor shall be responsible for all initial, intermediate, and finish h/v layout and staking necessary for the completion of construction. This shall include, but not be limited to, the establishment of finished layout and/or grade points/elevations of intersections, curb islands and drainage structures, etc., based upon the initial h/v control information provided by the City. Replacement of damaged/removed benchmarks by the City shall be handled by the Contractor and done at the Contractor's expense.
2. Should the Contractor, in the course of work, find that the points, grades, and dimensions which are shown upon the plans are not conformable to the physical conditions of the locality at the proposed project site, he shall immediately inform the City of the discrepancy between the actual physical

conditions of the locality of the proposed work, and the points, grades and dimensions which are shown on the plans. Should the Contractor, in the course of work, discover/determine that any surveyed benchmark information provided by the City (or other entity) is inconsistent with the plans or has been incorrectly established, he shall notify the City immediately. No claim shall be made by the Contractor against the City for compensation or damages by reasons for failure of the City to represent upon said plans, points, grades and dimensions conformable to the actual physical conditions of the locality of the proposed work.

4.8

INSPECTION

The City and its authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

4.9

INSPECTION FACILITIES

The Contractor shall provide and shall maintain, unless otherwise specified, suitable, and adequate facilities at the site of the project for the use of those representatives or agents of the City assigned to the project until the completion of this Contract.

4.10

INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for in the specifications, the inspection and testing of materials and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories or agencies approved by the City. The Contractor shall furnish evidence satisfactory to the City that the materials and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the work. Testing of all materials shall be paid for by the City. Retesting required because of failure to comply with the specifications shall be paid for by the Contractor.

4.11

"OR EQUAL" CLAUSE

Specified reference in the specifications to any article, device, product, material, fixtures, form, or type of construction, etc., by name, make, or catalogue number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor, in such cases, may at his option use any article, device, product, material, fixture, form, or type of construction which, in the judgment of the City, expressed in writing, is equal to that named.

4.12

TEMPORARY SUSPENSION OF WORK

The Engineer/City shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary, due to unsuitable weather, or such other conditions as considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure on the

part of the Contractor to carry out orders given or to perform any or all provisions of the Contract.

4.13 SUSPENSION OF WORK

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed for the Contractor, or any of his property, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should refuse or fail to make prompt payment to persons supplying labor or materials for the work under the contract, or persistently disregard instructions of the Consultant or fail to observe or perform any provisions of the contract documents, or otherwise be guilty of a substantial violation of any provisions of the contract documents, then the City may, by at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's right to proceed with the work. In such event, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any excess cost occasioned to the City thereby; and, in such case, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract documents.

4.14 DELAYS – DAMAGES

1. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Form of Proposal, or any extension thereof, or fails to complete said work within such time, the City may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any excess cost occasioned the City thereby. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. If the City does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damage for the delay will be impossible to determine and, in lieu thereof, the Contractor shall pay to the City as fixed, agreed, delay penalties for each calendar day of delay until the work is completed or accepted, the amount as set forth in the Form of Proposal, and the Contractor and sureties shall be liable for the amount thereof. Provided, that the right of the Contractor to proceed shall not be terminated nor the Contractor charged with delay penalties because of any delays in the completion of the work due to unforeseeable causes beyond the

Contractor's 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 Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the Contractor shall within ten (10) days from the beginning of any such delay (unless the City shall grant a further period of time prior to the date of final settlement of the contract) notify the City in writing of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal, within thirty (30) days, by the Contractor to the City, whose decision on such appeal as to the facts of the delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

2. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work from any cause whatever, including those for which the City may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from City. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion. Where actual damages for any delay in completion contemplated by this section are impossible to determine by reason of the City's election under said sections not to terminate the right of the Contractor to proceed, the Contractor and his sureties shall be liable for and shall pay to the City, as set forth in the form of Proposal, agreed and delay penalties for each calendar day of such delay until the work is completed or accepted. Provided, that the City may accept the work if there has been such a degree of completion as will, in its opinion, make the project reasonably safe, fit, and convenient for the use and accommodation for which it was intended. In such case, the Contractor shall not be charged with delay penalties, but the City may assess damages caused by such delay.
- 3.

4.15 TIME FOR COMPLETION

The work shall be commenced at the time stated in the notice to the Contractor to proceed and shall be completed in the number of consecutive calendar days stated in the Form of Proposal.

GENERAL CONDITIONS
SECTION 5
PROTECTION OF PERSONS AND PROPERTY

5.0 LAWS

The Contractor shall comply with all federal, state, county, and city laws, ordinances, or regulations controlling the action or operation of those engaged upon the work, or affecting material used, and govern himself in accordance with them. He shall indemnify and save harmless the Owner and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders, or decrees, whether by himself or his employees.

5.1 FURNISHING RIGHT OF WAY

All necessary right of way for the proper completion of the work will be secured by the Owner without cost to the Contractor.

5.2 SANITARY PROVISIONS

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State or Local Board of Health. He shall commit no public nuisance.

5.3 PUBLIC CONVENIENCE AND SAFETY

No street or roadway shall be closed, except when and where directed by the City Engineer, and whenever the street or roadway is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the street or roadway actually under construction, the Contractor shall provide and maintain a passable driveway as directed by the Engineer.

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. Streets or highways closed to traffic shall be protected by effective barricades on which acceptable warning signs shall be placed. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the temporary detour route or routes shall be indicated clearly throughout its entire length. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise. Barricades shall be well built and so designed so as not to be blown over by the wind.

Fire hydrants on or adjacent to the premises on streets where construction is in

progress shall be kept accessible to the fire apparatus at all times and no material or obstruction shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable and obstruction of gutters and ditches will not be permitted. Material stored along the street or roadway must be placed so as to cause as little obstruction to the public as possible.

5.4

PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, the removal or destruction of which is not called for by the plans. This applies to public utilities, trees, monuments, fences, pipe, and underground structures, etc., and whenever such property is damaged due to the activities of the Contractors, it shall be immediately restored to its original condition by the Contractor at his own expense.

In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Owner may, upon forty-eight (48) hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor from receiving property compensation for the removal, damage, or replacement of any public or private property, not shown on the plans, when same is made necessary by alteration of grade or alignment, and such work is authorized by the Owner, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

GENERAL CONDITIONS
SECTION 6
PAYMENT

6.0 SCOPE OF PAYMENTS

It is understood and agreed that the Contractor shall receive and accept the prices and rates, as herein specified, in full payment for furnishing all materials, labor, equipment and tools, and for performing all the work contemplated and embraced in the attached specifications and proposal; and also, for all loss or damage arising out of the nature of the work aforesaid, or from action of the elements or from any foreseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance, as hereinafter provided for; and also, for all risks of every description and all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein provided for, or for any infringement of patent, trademark, or copyright, and for the completion of the work in accordance with the plans specifications and contract.

6.1 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance of the work by the City, it shall be under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

6.2 PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES

When alterations in plans or quantities of work as herein provided for are ordered and performed, the Contractor shall accept payment in full at the contract unit price for the actual quantities or work done. Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the City and the price stated in such work order.

6.3 CHANGES IN WORK

- A. The City may at any time, by written order and without notice to the sureties, make changes in the drawings and specifications of this contract and within the general scope thereof. In making any change the charge or credit for the change shall be approximately determined by the City in one of the following methods prior to the issuance of the order for the changed work:
1. The order shall fix the total lump sum value of the change in the work of the Contractor, and shall set out the price which shall be added to or deducted from the contract price (which price shall include the Contractor's overhead and profit.) On any change which involves a

net credit to the City, no allowance for overhead and profit shall be figured.

2. By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.
3. By ordering the Contractor to proceed with the work and to keep and present, in such form as the City may direct, a correct account of the cost of the change together with all vouchers therefor.

(Cost applicable to 1, 2, and 3 above may include an allowance for overhead and profit not to exceed 15% of the net cost. The cost may also include all items of labor or materials, the use of power tools and equipment actually used, power and all items of cost such as public liability and workmen's compensation insurance, pro rate charges for foremen, also social security, old age and unemployment insurance; however, no percentage for overhead and profit shall be allowed on items of social security, old age and unemployment insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are included insurance other than mentioned above, bond, or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, incidental job burdens and general office expense.)

- B. The Contractor shall, when required by the City, furnish to the City an itemized breakdown of the quantities and prices used for computing the value of any change that might be ordered.
- C. In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.
- D. Should the Contractor encounter, or the City discover, during the progress of the work, sub-surface or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of character provided for in the drawings and specifications, the attention of the City shall be called immediately to such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ, the Contract shall, with the written approval of the City, be modified to provide for any increase or decrease of cost or difference in time resulting from such conditions.

6.4 CLAIMS AND DISPUTES

A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract

Documents. The term "Claim" also includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

Claims by the Contractor shall be made in writing to the City within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the City within fifteen (15) calendar days after the occurrence of the event, unless the City grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 6.3.

The Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the City in writing. The City shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

6.5 OMITTED ITEMS

The City shall have the right to cancel the portions of the Contract relating to the construction of any time therein by the payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of work by order of the City.

6.6 DEDUCTIONS FOR UNCORRECTED WORK

If the City deems it inexpedient to require the Contractor to correct the work injured or not performed in accordance with the Contract documents, an equitable deduction from the contract price shall be made by agreement between the City and Contractor.

6.7 CONTRACT TIME AND DELAY PENALTIES

Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed from the City. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide forty-eight (48) hours' notice prior to beginning the Work.

The Work shall be fully/finally completed and deemed ready by the City for final completion within the allotted calendar days from the Commencement Date. The Contract Time shall be the time period from the Commencement Date to the date of Final Completion ("Contract Time")

As the project approaches final completion, the City shall compile a "punch list" of any remaining exceptions to final/full completion of the project. The Project shall be deemed to be fully/finally completed by the City on the date that the City certifies in writing that the construction of it, or specified part thereof, is completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended, and all punch list items have been completed to the satisfaction of the City.

6.8

ACCEPTANCE AND FINAL PAYMENT

Whenever the improvement provided for under this Contract shall have been completely performed on the part of the Contractor, and all parts of the work have been approved by the City, according to the Contract, the City shall within ten (10) days unless otherwise provided, make the final inspection and a final estimate showing the value of the work as soon as the necessary measurements and computations can be made. All prior certificates or estimates upon which payments have been made are approximate only, subject to correction in the final payment. The amount of this estimate, less any sums that may have been deducted or retained upon the provision of this contract, will be paid to the Contractor within thirty (30) days after the final estimate has been approved by the City, provided that the Contractor has properly maintained the project as hereinafter specified, and provided he has furnished to the party of the first part a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done under this contract.

The Contractor agrees that the payment of all just claims for materials, against him, or any subcontractor in connection with this contract, and his bond will not be released by final acceptance and payment by the City unless all such claims are paid or released.

6.9

GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use or occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

6.10

TERMINATION OF CONTRACTOR'S RESPONSIBILITY

This Contract will be considered complete when all work has been completed and the final inspection made, the work accepted by the City and the final estimate paid. The Contractor will then be released from further obligation except as set forth in Section 6.7 of these General Conditions and the requirement to maintain products and completed operations coverage as contained herein.

6.11

INVOICE SUBMITTAL

The City of Pensacola will accept only one request for partial payment per month. Applications for partial payments must reference subject project, note the City's purchase order number, coincide with the City's percentage of work completed, and be certified by the City Engineer's office before the partial request for payment will be processed. Unless otherwise modified in the contract documents, retainage shall be ten (10) percent until final payment.

The City of Pensacola normally issues checks for payment of invoices on the 10th

of each month. The signed and correct Pay Request must have been received by the Engineering Division by the 25th of the prior month or as otherwise requested. Pay requests received after the 25th will be processed by the 10th of the subsequent following month. Each Pay Request shall be accompanied by a (1) Lien Release and Affidavit from each subcontractor and each supplier showing that all materials, labor, equipment and other bills associated with that portion of the work payment is being requested on have been paid in full, and (2) an updated construction project schedule. The City shall not be required to make payment until and unless these documents are furnished by the contractor. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute § 218.70. All purchases subject to availability of funds in the City's budget.

6.12

PAYMENTS WITHHELD

The City may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence, subsequent inspections of the Work, or failure of the Contractor to submit pay request as described in Section 6.9 above.

The City may nullify the whole or any part of any approval for payment previously issued and the City may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the City and Contractor, to such extent as may be necessary in the City's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If these conditions are not remedied or removed, City may, after three (3) days written notice, rectify the same at Contractor's expense.

The City also may offset against any sums due Contractor the amount of any delay penalty obligations of Contractor to City, whether relating to or arising out of this Agreement or any other agreement between Contractor and the City.

APPLICATION AND CERTIFICATION FOR PAYMENT

To Owner:
 City of Pensacola
 Engineering and Construction Services
 P. O. Box 12910
 Pensacola, FL 32521

Project Manager:

Application #:
 Period:

- OWNER
- ENGINEER
- CONTRACTOR
-
-

From Contractor:

Date Submitted:

Project Name:

Purchase Order #:

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

- 1. ORIGINAL CONTRACT SUM \$ _____
- 2. Net change by Change Orders \$ _____
- 3. CONTRACT SUM TO DATE (Line 1+2) \$ _____
- 4. TOTAL COMPLETED & STORED TO DATE \$ _____
- 5. RETAINAGE:
 - a. 5 % of Completed Work \$ _____
 - b. _____ % of Stored Material \$ _____
 - Total Retainage (Line 5a+5b) \$ _____
- 6. TOTAL EARNED LESS RETAINAGE \$ _____
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS PAYMENTS \$ _____
- 8. CURRENT PAYMENT DUE \$ _____
 (Line 6 less Line 7 Total)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____
 State of: _____
 County of: _____
 Subscribed and sworn to before me by _____ who is
 personally known to me/whose identity I proved on the basis of _____
 _____ this _____ day of _____ 2021

Notary Public: _____
 My Commission expires: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PAY REQUEST-SCHEDULE OF VALUES

Project Name: PENSACOLA INTERNATIONAL AIRPORT - TIPPIN AVENUE PARKING LOT PROJECT

City of Pensacola
Engineering and Construction Services

Date Received:

Contractor:

Inspector:

Contract Duration:

Phone:

Fax:

Start Date:

Date of Completion:

Application #: Period:	Brief Description	Qty	Units	Unit Price	Contract Amount	Work Completed Previous	Work Completed This Period	Work Completed To Date	% Completed To Date			
Item #					Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%
1	Mobilization and Demobilization	1	LS			-	-	0.00	-	0.00%		
2	Erosion Control* (incl. silt fence, outlet protection, and haybales)	1	LS			-	-	0.00	-	0.00%		
3	Demolition/Layout (To include all demolition and clearing/grubbing)	1	LS			-	-	0.00	-	0.00%		
4	Maintenance of Traffic (FDOT Standards)	1	LS			-	-	0.00	-	0.00%		
5	Site, Grading, and Earthwork	1	LS			-	-	0.00	-	0.00%		
6	Pond Excavation (Compacted in Place) Haul Off - Quantity Verified Before & After Topo Survey	6495	CY			-	-	0.00	-	0.00%		
7	Sand Chimney Per Plans	1	LS			-	-	0.00	-	0.00%		
8	12" SDR 26 PVC	16	LF			-	-	0.00	-	0.00%		
9	18" Class III RCP	345	LF			-	-	0.00	-	0.00%		
10	14"X23" Class III ERCP	197	LF			-	-	0.00	-	0.00%		
11	19"X30" Class III ERCP	247	LF			-	-	0.00	-	0.00%		
12	City Type A-1 Curb Inlet	1	EA			-	-	0.00	-	0.00%		
13	FDOT TYPE V Inlet	1	EA			-	-	0.00	-	0.00%		
14	6'x4' Ditch Bottom Inlet	1	EA			-	-	0.00	-	0.00%		
15	FDOT TYPE C Ditch Bottom Inlet	1	EA			-	-	0.00	-	0.00%		
16	FDOT TYPE 6 Curb Inlet	2	EA			-	-	0.00	-	0.00%		
17	24" MES w/ Rip Rap Per Detail	1	EA			-	-	0.00	-	0.00%		
18	4' Dia. Manhole Per Detail	1	EA			-	-	0.00	-	0.00%		
19	Type C Curb and Gutter	3,473	LF			-	-	0.00	-	0.00%		
20	Concrete Ribbon Curb	570	LF			-	-	0.00	-	0.00%		
21	Concrete Valley Gutter	117	LF			-	-	0.00	-	0.00%		
22	9' (O.D.) Wide x 6" Thick Concrete Flume with Rip Rap Per Detail	1	LS			-	-	0.00	-	0.00%		
23	5' (O.D.) Wide x 6" Thick Concrete Flume with Rip Rap Per Detail	1	LS			-	-	0.00	-	0.00%		
24	Raise Monitoring Wells To Be Flush with Proposed Grade	7	EA			-	-	0.00	-	0.00%		
25	Restore Tippin Ave. Curb and Gutter (Match Existing)	90	LS			-	-	0.00	-	0.00%		
26	Restore Tippin Ave. 4" Thick Concrete Sidewalk	140	SY			-	-	0.00	-	0.00%		
27	Mill 1.5" Asphalt	705	SY			-	-	0.00	-	0.00%		
28	1.5" SP 12.5 Asphalt	19,236	SY			-	-	0.00	-	0.00%		
29	6" Graded Aggregate Base	18,531	SY			-	-	0.00	-	0.00%		
30	18" Compacted Subgrade	18,531	SY			-	-	0.00	-	0.00%		
31	Signage/Striping (Thermoplastic) (Including All Wheel Stops and ADA Spaces)	1	LS			-	-	0.00	-	0.00%		
32	Landscaping Per Plans	1	LS			-	-	0.00	-	0.00%		
33	Irrigation (Design Build)	1	LS			-	-	0.00	-	0.00%		
34	365 Landscaping Establishment Period Maintenance	1	LS			-	-	0.00	-	0.00%		
35	Decorative Ameristar Montage Plus Fence - Swing Gate	3	LS			-	-	0.00	-	0.00%		
36	Decorative Ameristar Montage Plus Fence	2,035	LF			-	-	0.00	-	0.00%		
37	Two Side by Side 5'x10' PreFab Bus Shelter by Panel Built, Inc. Set on 4" Thick Concrete Slab (Design Build)	1	LS			-	-	0.00	-	0.00%		
38	Electrical and Lighting (Design Build)	1	LS			-	-	0.00	-	0.00%		
39	Security Call Box (Design Build)	5	EA			-	-	0.00	-	0.00%		
40	Install all Ticket Dispensers, Exit Stations, Electrical, Detection Loops, Swing Arm, etc. as Depicted on Sheet D-3 - Coordinate with Republic Parking System	1	LS			-	-	0.00	-	0.00%		
41	EV Charging Stations (Design Build)	7	EA			-	-	0.00	-	0.00%		
TOTAL BASE BID					\$0.00		\$0.00		\$0.00		\$0.00	

GENERAL CONDITIONS
SECTION 7
PREVENTION, CONTROL, AND ABATEMENT OF EROSION
AND WATER POLLUTION

7-1 Description.

Provide erosion control measures on the project and in areas outside the right-of-way where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project right-of-way and damage to work on the project. Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the Engineer.

7-2 General.

Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.

7-3 Control of Contractor's Operations Which May Result in Water Pollution.

Prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments with fuels, oils, bitumens, calcium chloride, or other harmful materials. Also, conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such water impoundments, and to avoid interference with movement of migratory fish. Do not dump any residue from dust collectors or washers into any live stream.

Restrict construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other water impoundments to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

Do not frequently ford live streams with construction equipment. Wherever an appreciable number of stream crossings are necessary at any one location, use a temporary bridge or other structure.

Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.

Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge into State waters: pumping into grassed swales or appropriate vegetated areas or sediment basins, or confined by an appropriate enclosure such as turbidity barriers when other methods are not considered appropriate.

Do not disturb lands or waters outside the limits of construction as staked, except as authorized by the Engineer.

Obtain the Engineer's approval for the location of, and method of operation in, borrow

pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in probability of detrimental siltation or water pollution.

7-4 Materials for Temporary Erosion Control.

The Engineer will not require testing of materials used in construction of temporary erosion control features other than as provided for geotextile fabric unless such material is to be incorporated into the completed project. When no testing is required, the Engineer will base acceptance on visual inspection.

The Contractor may use new or used materials for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed project, subject to the approval of the Engineer.

7-5 Preconstruction Conference.

At the Preconstruction Conference, provide to the City a special plan to prevent, control, and reduce erosion and water pollution, meeting the requirements or special conditions of all permits authorizing project construction. If no permits are required or the approved permits do not contain special conditions or specifically address erosion and water pollution, the project erosion control plan will be governed by federal, state, and local regulations.

7-6 Construction Requirements.

7-6.1 Limitation of Exposure of Erodible Earth: The Engineer may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct the Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project right-of-way or damage to the project. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, grassing, sodding, and other such permanent erosion control measures functional .

7-6.2 Incorporation of Erosion Control Features: Incorporate permanent erosion control features into the project at the earliest practical time. Use approved temporary erosion control features to correct conditions that develop during construction which were not foreseen at the time of design, to control erosion prior to the time it is practical to construct permanent control features, or to provide immediate temporary control of erosion that develops during normal construction operations, which are not associated with permanent erosion control features on the project.

The Engineer may authorize temporary erosion control features when Topsoil is specified in the Contract and the limited availability of that material from the grading operations will prevent scheduled progress of the work or damage the permanent erosion control features.

7-6.3 Scheduling of Successive Operations: Schedule operations such that the

area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable. Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

7-6.4 Details for Temporary Erosion Control Features:

7-6.4.1 General: Use temporary erosion and water pollution control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, staked turbidity barrier and silt fence. For design details for some of these items, refer to the Water Quality Section of the Roadway and Traffic Design Standards, latest edition of FDOT specifications.

7-6.4.2 Temporary Grassing: The Engineer may designate certain areas of grassing constructed as temporary erosion control features. The Engineer may direct the Contractor to omit permanent type grass seed from grassing and the reduce the specified rate of spread for fertilizer used in conjunction with grassing operations when such work is designated as a temporary erosion control feature.

7-6.4.3 Temporary Sod: Furnish and place sod within areas designated by the Engineer to temporarily control erosion. If the Engineer determines that the sod will be of a temporary nature, he may not require fertilizer and lime. Keep the sod in a moist condition in order to ensure growth. The Contractor will pay for all required watering under erosion control.

7-6.4.4 Temporary Mulching: Furnish and apply a 2 to 4 inch [50 to 100 mm] thick blanket of straw or hay mulch to designated areas, then mix or force the mulch into the top 2 inches [50 mm] of the soil in order to temporarily control erosion. Use only undecayed straw or hay which can readily be cut into the soil. The Contractor may substitute other measures for temporary erosion control, such as hydromulching, chemical adhesive soil stabilizers, etc., for mulching with straw or hay, if approved by the Engineer. When beginning permanent grassing operations, plow under temporary mulch materials in conjunction with preparation of the ground.

7-6.4.5 Sandbagging: Furnish and place sandbags in configurations to control erosion and siltation.

7-6.4.6 Slope Drains: Construct slope drains in accordance with the details shown in the plans, the Roadway and Traffic Design Standards, or as may be approved as suitable to adequately perform the intended function.

7-6.4.7 Sediment Basins: Construct sediment basins in accordance with

the details shown in the plans, the Roadway and Traffic Design Standards, or as may be approved as suitable to adequately perform the intended function. Clean out sediment basins as necessary in accordance with the plans or as directed.

7-6.4.8 Berms: Construct temporary earth berms to divert the flow of water from an erodible surface.

7-6.4.9 Baled Hay or Straw: Provide bales having minimum dimensions of 14 by 18 by 36 inches [350 by 450 by 900 mm], at the time of placement. Construct baled hay or straw dams to protect against downstream accumulations of silt. Construct the baled hay or straw dams in accordance with the details shown in the plans or the Roadway and Traffic Design Standards.

Place the dam to effectively control silt dispersion under conditions present on this project. The Contractor may use alternate solutions and usage of materials if approved.

7-6.4.10 Temporary Silt Fences:

7-6.4.10.1 General: Furnish, install, maintain, and remove temporary silt fences, in accordance with the manufacturer's directions, these Specifications, the details as shown on the plans, and the Roadway and Traffic Design Standards.

7-6.4.10.2 Materials and Installation: Use a geotextile fabric made from woven or nonwoven fabric, meeting the physical requirements necessary to accommodate those applications for erosion control. Choose the type and size of posts, wire mesh reinforcement (if required), and method of installation. Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective temporary silt fence that controls sediment comparable to the Roadway and Traffic Design Standards, Index No. 102. Install all sediment control devices in a timely manner to ensure the control of sediment and the protection of lakes, streams, gulf or ocean waters, or any wetlands associated therewith and to any adjacent property outside the right-of-way as required.

At sites where exposure to such sensitive areas is prevalent, complete the installation of any sediment control device prior to the commencement of any earthwork.

After installation of sediment control devices, repair portions of any devices damaged at no expense to the City.

Erect temporary silt fence at upland locations across ditchlines and at temporary locations shown on the plans or approved by the Engineer where continuous construction activities change the natural contour and drainage runoff. Do not attach temporary silt fence to existing trees unless approved by the Engineer.

7-6.4.10.3 Inspection and Maintenance: Inspect all temporary silt

fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences as directed by the Engineer.

Remove sediment deposits when the deposit reaches approximately ½ of the volume capacity of the temporary silt fence or as directed by the Engineer. Dress any sediment deposits remaining in place after the temporary silt fence is no longer required to conform to the finished grade, and prepare and seed them.

7-6.4.11 Floating Turbidity Barriers and Staked Turbidity Barriers: Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. The Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. The Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the plans or as approved by the Engineer. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. The Engineer may approve alternate methods or materials. Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters.

7-6.4.12 Rock Bags: Furnish and place rock bags to control erosion and siltation. Place the bags as shown in the plans, the Roadway and Traffic Design Standards or as directed by the Engineer. Use a fabric material with openings that are clearly visible to minimize clogging yet small enough to prevent rock loss. Use material of sufficient strength to allow removing and relocating bags without breakage. The bag size when filled with rocks shall be approximately 12 by 12 by 4 inch [300 by 300 by 100 mm]. Use No. 4 or No. 5 coarse aggregate rock.

7-6.5 Removal of Temporary Erosion Control Features: In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in an area of the project in such a manner that no detrimental effect will result. The Engineer may direct that temporary features be left in place.

7-7 Maintenance of Erosion Control Features.

7-7.1 General: Provide routine maintenance of permanent and temporary erosion control features, at no expense to the City, until the project is complete and

accepted. If reconstruction of such erosion control features is necessary due to the Contractor's negligence or carelessness or, in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features as scheduled, the Contractor shall replace such erosion control features at no expense to the City. If reconstruction of permanent or temporary erosion control features is necessary due to factors beyond the control of the Contractor, the City will pay for replacement under the appropriate Contract pay item or items.

7-7.2 Mowing: The Engineer may direct mowing of areas within the limits of the project. Mow these designated areas within seven days of receiving such order. Do not mow slopes that are steeper than three horizontal to one vertical.

7-8 Protection During Suspension of Contract Time.

If it is necessary to suspend the construction operations for any appreciable length of time, shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet [150 m], and stabilize them by paving or by covering with waterproof materials. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation. The Engineer may direct the Contractor to perform, during such suspensions of operations, any other erosion control work deemed necessary.

7-9 Compliance with NPDES requirements

Contractor shall be solely responsible for ensuring all dirt/sediment/turbid water remains on this jobsite and overall NPDES compliance. Any failure to comply will result in a \$500 penalty per daily occurrence. Contractor will be provided with written notice of failure and funds will be deducted from final payment for contract retainage.

7-10 Basis of Payment.

The lump sum amount listed under erosion control on the proposal shall be the only compensation allowed the contractor. The items covered under this item includes construction and routine maintenance of temporary erosion control features and for moving. Separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent operations. The Contractor shall include these costs in the Contract prices for grading items. Additional temporary erosion control features constructed as directed by the Engineer will be paid for as unforeseeable work.

In case of failure on the part of the Contractor to control erosion, pollution, or siltation, the Engineer reserves the right to employ outside assistance or to use the City's forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to the Contractor and appropriate deductions made from the monthly progress payment.

PROJECT SPECIFICATIONS

TECHNICAL SPECIFICATIONS

TITLE	SECTION
Earthwork, Excavation, Grading.....	01
Unsuitable Material.....	02
Subgrade.....	03
Crushed Stone Base.....	04
Bituminous Materials.....	05
Superpave Asphalt.....	06
Riprap.....	07
Sodding.....	08
Chain Link Fencing.....	09
Landscaping.....	10
Pavement Markings.....	11
Post Mounted Signs.....	12

SECTION 1

EARTHWORK, EXCAVATION, AND GRADING

1.1 SCOPE

This section covers grading for the entire site; including all excavations and fill material.

Contractor is required to visit the site and be familiar with current conditions prior to submitting a bid.

1.2 EXCAVATION

General. The term "excavation" used hereinafter is defined as "unclassified excavation". Excavation of every description regardless of material encountered within the grading limits of the project shall be performed to the lines and grades indicated or specified. Suitable excavated material shall be transported to and placed in fill areas within the limits of the work. When directed, unsuitable material encountered within the limits of the work shall be excavated below the grade shown and replaced with suitable material as directed. During construction, excavation and fill shall be performed in a manner and sequence that will provide drainage at all times. Material required for fill in excess of that produced by excavation within the grading limits shall be excavated from borrow areas selected by the Contractor.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during the course of the work, consult Owner immediately for directions. Cooperate with owner and utility companies in keeping respective services and facilities in operation. Repair, at contractor's expense, damaged utilities to the satisfaction of owner and utility company.

1.3 UTILIZATION OF EXCAVATED MATERIALS

All unsatisfactory materials removed from excavations shall be disposed of as specified below. Satisfactory material removed from excavations shall be used, insofar as practicable, in the construction of fills, backfill, and for similar purposes. No satisfactory excavated material shall be wasted without specific written authorization.

1.4 BORROW MATERIAL

A. General. Materials shall be secured from borrow areas selected by the Contractor and approved by the Engineer. Approval of borrow sources will be determined by the Engineer from representative samples furnished by the Contractor from these areas. The quantity of materials for determination of suitability shall be as directed by the Engineer. Any suitability tests will

be performed at the Owner's expense. The City will take samples and perform tests on materials as delivered to the site during the progress of the work and any materials determined unsuitable shall be removed from the work by the Contractor and no payment will be made for that material in any form.

- B. Sand. Borrow shall be white, grey or tan sand. Sand shall be clean, free draining sand from natural deposits and shall be reasonably well graded within the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
10	70-100
20	40-95
40	20-60
60	5-25
100	0-10
200	0.3.5

1.5 BACKFILL

Backfill adjacent to any and all types of structures shall be placed and compacted to at least 95 percent maximum density in such a manner as to prevent wedging action or eccentric loading upon or against any structure. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment.

1.6 PREPARATION OF GROUND SURFACE FOR FILL

Ground surface on which fill is to be placed shall be stripped of rubbish, debris, and other unsatisfactory material plowed, disked or otherwise broken up; pulverized; moistened or aerated as necessary; thoroughly mixed; and compacted to at least 95 percent maximum density for a minimum depth of 6 inches. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment. The prepared ground surface shall be scarified and moistened or aerated as required just prior to placement of fill material and the prepared ground surface. Fill around tie rods shall be placed by hand and compacted in a manner so as to not damage coating on tie rods or to create excessive loading.

1.7 FILLS

Fills shall be constructed from satisfactory materials from the required excavations and from borrow. The material shall be placed in successive horizontal layers of loose material not more than 8 inches in depth. Each layer shall be spread uniformly on a prepared surface, i.e., a soil surface that has been moistened or aerated as necessary and scarified or otherwise broken up in such a manner that

the fill will bond with the surface on which it is placed; plowed, disked, or otherwise broken up; moistened or aerated as necessary; thoroughly mixed; and compacted to at least 95 percent maximum density.

Compaction shall be accomplished by sheepfoot rollers, pneumatic tired rollers, steel wheeled rollers, vibratory compactors, or other approved equipment. Fill may be dumped in water until the surface is above water and can be compacted. Fill around tie rods shall be carefully placed as specified in Paragraph 3.6.

1.8 GRADING

General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

- A. Provide a smooth transition between existing adjacent grades and new grades.
- B. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- C. Work shall be accomplished by mechanical means only.

1.9 PROTECTION

Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations.

Settling: Where settling occurs during the project period, backfill with additional approved material, compact, and reconstruct surfacing.

- A. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence or restoration to the greatest extent possible.

Barricades, Guards, and Safety Provisions: To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns and guards as required shall be placed and maintained by the contractor during the progress of the construction work. Rules and regulations of the local authorities with respect to safety provisions shall be observed.

Property Protection: Trees, fences, poles, and all other property shall be protected

unless their removal is authorized; and any property damaged shall be satisfactorily restored by the contractor at the contractor's expense.

1.10 DETERMINATION OF DENSITY

Testing shall be the responsibility of the City and shall be performed at no additional cost to the Contractor. Tests shall be performed in sufficient number to insure that the specified density is being obtained. Density will be determined in accordance with AASHTO-T-180 Modified Proctor.

1.11 DISPOSAL OF UNSUITABLE MATERIAL

The Contractor shall dispose of all unsuitable material resulting from the excavation that are not permitted in the fills on Contractor selected disposal areas off City owned property.

1.12 MEASUREMENT

- A. Excavation and Backfill. Excavation and backfill for pile caps, tie rods, concrete culvert and other structures and operations will be covered under the contract price to which the work pertains.
- B. Borrow. The unit of measurement for borrow will be the cubic yard. Yardage of borrow to be paid for will be the number of cubic yards of borrow satisfactorily placed in fills or as otherwise directed, measured in the final in-place compacted position, and computed by the average end-area method.
- C. Subsidiary Obligations. The following operations and construction will not be measured for direct payment, but will be considered subsidiary obligations of the Contractor, and will be covered under the contract price per yard as specified below.
 - 1. Excavation for structures and operations required in connection therewith, including bracing or sheeting, drainage, and pumping, will be covered under the contract price to which the work pertains.
 - 2. Backfill for structures below grade, including attendant operations, will be covered under the contract price to which the work pertains.
 - 3. Fill construction including the preparation of ground surface for placement of fill will be covered under the unit prices per cubic yard for borrow.
 - 4. Finishing, including surface dressing, shaping, and compacting of the surface will be covered under the unit price per cubic yard for borrow.

5. Water used for sprinkling and wetting materials during construction in connection with compacting of fills, unless otherwise specified, will be covered under the contract unit price per cubic yard for borrow.

1.13 CLEAN-UP AND FINAL INSPECTION

Project site will be available for partial inspection and acceptance if requested by the Contractor.

1.14 PAYMENT

Payment for Earthwork, Excavation, and Grading are paid for under separate line items. Those line items are "Clearing and Grubbing (including Trees UNDER 12" dia)", "Earthwork Excavation by Machine", and "Earthwork Establishing Grade".

The price bid shall be full compensation for all material, labor, tools, and equipment necessary to complete the work according to the plans and specifications.

SECTION 2

UNSUITABLE MATERIAL EXCAVATION AND BACKFILL

2.1 SCOPE OF WORK

The work covered in this section of the specifications consists of furnishing all labor, equipment, and material and performing all operations in connection with unsuitable material excavation, disposal of and backfill.

Excavation shall include removal of unsuitable subsurface material, including but not limited to rock, peat, wood, concrete, steel, muck, sand, and clay, which is at a depth greater than finished subgrade and which is not covered under Section 1, Demolition. The Engineer shall decide the limits of material which will be removed under this section and the Engineer will approve methods of removal. The Contractor shall be responsible for obtaining his own disposal sites.

Should the Contractor excavate beyond the limits shown on the plans or as directed by the Engineer, the Contractor shall replace such excavation at his own expense with such material and in such manner as the Engineer may direct.

2.2 MEASUREMENT AND PAYMENT

The quantity of material paid for under this section shall be determined from the cross-sections taken before and after the removal of the unsuitable material but prior to backfilling.

Payment for work under this section shall be the unit price bid for remove and replace unsuitable material. The price bid shall be full compensation for all material, labor, tools, and equipment necessary to complete the work according to the plans and specifications.

SECTION 3

SUBGRADE

3.1 SCOPE OF WORK

The work covered by this section of the specifications consists of furnishing all labor, equipment and materials and in performing all operations in connection with the construction of a compacted subgrade complete in strict accordance with the plans and specifications.

3.2 SUBGRADE LIMITS

The work shall consist of bringing the bottom of excavations and top of embankments of the roadway, between the outer limits of the base course, paving or outer line of curb and gutter, to a surface conforming to the grades, lines and cross-sections shown in the plans. All fills shall be constructed in layers not to exceed six (6) inches in thickness and each layer shall be completely compacted before placing the following layer. The entire subgrade in both cuts and fills shall be of uniform density and shall meet compaction requirements to a depth at least six (6) inches below grade.

3.3 REMOVING UNSUITABLE MATERIAL

All soft and yielding material, and other portions of the subgrade which will not compact readily, shall be removed and replaced with suitable material and the whole subgrade brought to line and grade with proper allowance for subsequent compaction. All unsuitable material, submerged stumps, roots and other perishable matter encountered in the preparation of the subgrade shall be removed to a depth at least 18" below finished subgrade.

3.4 SAMPLES AND TESTING

All samples of materials shall be supplied by the Contractor at his expense. All tests necessary to determine the requirements specified herein will be performed under the supervision of the Engineer without cost to the Contractor. All materials shall be approved by the Engineer prior to use in the work.

3.5 COMPACTION

The subgrade sections in both cuts and fills shall be compacted to meet the density requirements shown below. The densities specified are the percentages of the maximum density as determined by the Standard Proctor AASHO T-99. The minimum density which will be acceptable at any location within the subgrade section will be 98 percent of the maximum density.

Density tests will be made at approximate intervals not exceeding 500 feet. At least three tests shall be made for each lift and area being compacted in one operation.

Blading, rolling, and compacting shall continue until the surface is smooth and free from waves and inequalities and meets the density requirements. If at any time the subgrade is excessively moistened by rain, it shall be aerated by means of blade graders or other approved equipment until the moisture content of the subgrade is satisfactory to the Engineer, and the surface then re-compacted and finished as specified above. In the event the subgrade dries out it shall be scarified to the depth necessary, water shall be added in the necessary increments, and the subgrade re-shaped and re-rolled to meet the requirements of the typical cross-section as well as the density requirements.

3.6 TESTING OF SURFACE

Immediately after the subgrade meets the compaction requirements it shall be tested as to crown and elevation by the use of elevation stakes or by other means approved by the Engineer. Where the subgrade is found not to be at the proper elevation, material shall be removed or added, as the condition necessitates, and compacted to bring all portions of the subgrade to the correct elevation and to the specified density.

3.7 SHOULDERS AND SLOPES

When the work under the contract includes paving, the earthwork, including the slopes, and all drainage structures shall have been substantially completed before the construction of the pavement is started.

Where there are sidewalks, the shoulders shall be dressed to such a grade as to conform with a straight grade from the line of the sidewalk to the top of the curb. The shoulders of streets where there are no sidewalks shall be finished to a slope of four on horizontal to one on vertical. If, in the interest of the property owner, a slope steeper than 4:1 is desirable, the Engineer shall determine the required slope but under no circumstances will it be steeper than 2:1.

3.8 CLEANUP

After completion of the paving in an area the Contractor shall dispose of all surplus earth, debris, and other material in such manner as may be approved by the Engineer. Grass plots or area between the curb and sidewalk line shall be neatly leveled and dressed. The Engineer, in the best interest of the property owners, shall determine the time the cleanup is acceptable.

3.9 PAYMENT

The cost of this work shall be included in the unit price bid per unit of base completely in place as shown on the plans, and shall include the furnishing of all work, labor, material, equipment, and tools necessary to complete the subgrade as planned.

SECTION 4

CRUSHED STONE BASE

4.1 SCOPE OF WORK

This section covers materials and construction for a crushed stone base, composed of limerock, for flexible pavements.

4.2 MATERIALS

The limerock material shall meet the requirements of this section. At the Contractor's option, limerock of either Miami, Ocala, or Greater Bahama formation may be used, but limerock of only one formation may be used on any contract. (Limerock may be referred to hereinafter as "rock".)

A. Composition. The minimum percentage of carbonates of calcium and magnesium in the rock material shall be seventy (70). The maximum percentage of water-sensitive clay mineral shall be three (3).

B. Liquid Limit and Plasticity. The liquid limit shall not exceed 35 and the plastic index shall not exceed 10.

C. Mechanical Requirements.

1. Deleterious Material. Limerock material shall not contain cherty or other extremely hard pieces, or lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to proper bonding, finishing or strength of the rock base.
2. Gradation and Size Requirements. At least 97% (by weight) of the material shall pass a 1 1/2" sieve and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust of fracture. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done prior to placing the material on the road.

D. Limerock Bearing Ratio (LBR) Requirements. Rock material used in construction of rock base shall have an average LBR value of not less than 100. The average LBR value of material produced at a particular source shall be determined in accordance with approved quality control procedures.

4.3 EQUIPMENT

The rock shall be spread by mechanical rock spreaders, equipped with a device

which strikes off the rock uniformly to laying thickness and capable of producing an even distribution of the rock. For crossovers, intersections and ramp areas; for roadway widths of twenty (20) feet or less; for the main roadway area when forms are used and for any other areas where the use of a mechanical spreader is not practicable; spreading may be done by bulldozers or blade graders.

4.4 TRANSPORTING AND SPREADING

- A. The rock shall be transported to the point where it is to be used, over previously placed rock if practicable, and dumped at the end of the preceding spread. Hauling over the subgrade and dumping on the subgrade will be permitted when, in the Engineer's opinion, these operations will not be detrimental to the base.
- B. The rock shall be spread uniformly with equipment as specified above. All segregated areas of fine or coarse rock shall be removed and replaced with properly graded rock.
- C. When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base or enough additional to bear the weight of the construction equipment without disturbing the subgrade.

4.5 COMPACTION

- A. Single-Course Bases. For single-course base, after the spreading is completed the entire surface shall be scarified and then shaped so as to produce the required grade and cross section after compaction.
- B. Double-Course Bases. For double-course base, the first course shall be cleaned of foreign material and bladed and brought to a surface cross section approximately parallel to that of the finished base. Prior to the spreading of any material for the upper course, the density tests for the lower course shall be made and the Engineer shall have determined that the required compaction has been obtained. After the spreading of the material for the second course is completed, its surface shall be finished and shaped so as to produce the required grade and cross section after compaction, and free of scabs and laminations.
- C. Moisture Control. When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. When water is added it shall be uniformly mixed-in by disking to the full depth of the course which is being compacted. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted.

4.6 DENSITY

The laboratory dry-density of the rock shall be a minimum of 130 lbs/ft³. As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98% of maximum density as determined by AASHTO T180.

4.7 TESTING OF SURFACE

The finished surface of the base course shall be checked with a template cut to the required crown and with a fifteen (15) foot straightedge laid parallel to the center line of the road. All irregularities greater than 1/4" shall be corrected by scarifying and removing or adding rock as required, after which the entire area shall be recompacted as specified. In testing the surface the measurements will not be taken in small holes caused by individual pieces of rock having been pulled out by the grader.

4.8 PRIMING

The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur.

4.9 THICKNESS REQUIREMENT

Thickness of the base shall be measured at intervals of not more than 200 feet. Measurement shall be taken at various points on the cross section, through holes not less than three inches in diameter. If the compacted thickness is deficient by more than 1/2" from the thickness called for in the plans, the Contractor shall correct such areas by scarifying and adding rock. The base shall be scarified and rock added for a distance of 200 feet in each direction from the edge of the deficient area. The affected areas shall then be brought to the required state of compaction and the required thickness and cross section.

4.10 PAYMENT

The cost of this work shall be paid for at the unit price bid per square yard of base, completed and accepted, and shall include the furnishing of all work, labor, materials, equipment and tools necessary to complete the base as planned.

SECTION 5

BITUMINOUS PRIME AND TACK COATS

5.1 SCOPE OF WORK

The work covered in this section of the specifications consists of furnishing all plant, labor, equipment and materials, and in performing all operations in connection with the application of a bituminous coat on a previously prepared base or existing pavement.

5.2 BITUMINOUS MATERIAL

The bituminous material used for the prime or tack coat shall conform to the requirements of the latest Florida Department of Transportation Specifications.

The particular type and grade of prime material to be used on any specific project shall be stipulated on the plans. For a sand-clay base the type and grade of prime material shall be Asphalt Cut-back Grade RC-70, MC-70.

Where a tack coat is required the type and grade of tack coat material shall be Emulsified Asphalt, Grade RS-2.

5.3 EQUIPMENT

All equipment necessary for the proper construction of this work shall be on the project in first class working condition. The pressure distributor shall be equipped with pneumatic tires having a sufficient width of rubber contact with the road surface to avoid breaking the bond of or forming a rut in such surfacing. The distance between the centers of openings of the outside nozzles of the manifold shall be equal to the width of the application required within an allowable variation of two (2) inches.

5.4 CLEANING THE BASE

Before any bituminous material is applied, all loose material, dust, dirt, caked clay, and foreign material which might prevent proper bond with the existing base course surface shall be removed from the entire area for the full width of the application. Particular care shall be taken to clean the outer edges of the strip to be treated in order to insure that the prime or tack coat will adhere.

When the prime or tack coat is applied adjacent to the curb and gutter, valley gutter, or any other concrete surface, such concrete surfaces shall be protected by means of heavy paper or other material, while the prime or tack coat is being applied. Any bituminous material, deposited on such concrete surfaces shall be immediately removed.

5.5 WEATHER LIMITATIONS

No bituminous material shall be applied when the temperature of the air at the site

of the work is less than 40 degrees F. in the shade, or when, in the opinion of the Engineer, the weather conditions or the conditions of the existing surface is unsuitable.

5.6 APPLICATION OF PRIME COAT

The surface to be primed shall be clean and dry. If deemed necessary, the Engineer may require that the base be lightly sprinkled with water in advance of the application of the prime. The temperature of the prime material shall be between 100 and 150 degrees F. The exact temperature shall be that which will insure uniform distribution and shall be designated by the Engineer. The material shall be applied by means of a pressure distributor. The amount to be applied will be dependent on the character of the surface and shall be sufficient to coat the surface thoroughly and uniformly, without having any excess to form pools or to flow off the base. The prime shall be allowed to stand without sanding for a period of at least 24 hours, unless otherwise ordered by the Engineer.

For limerock bases, the rate of application shall be not less than 0.10 gallons per square yard.

For sand-clay, shell, and shell stabilized bases, the rate of application shall be not less than 0.15 gallons per square yard.

If so ordered by the Engineer, a light uniform application of clean sand shall be applied prior to opening the primed base to traffic, in which case the sand shall be rolled with a traffic roller. The sand used shall not have a plasticity index greater than four (4) and shall be free from silt and rock particles or clay balls larger than 1/4 inch in size and shall not contain any noticeable amounts of sticks, trash, vegetation, grass roots or other organic matter. After the sand covering has been applied the surface may be opened to traffic.

5.7 APPLICATION OF TACK COAT

Where a bituminous surface is to be laid and a tack coat is required, it shall be applied as herein specified. The bituminous material shall be heated to a suitable consistency and applied with a pressure distributor in a uniform layer. The rate of application shall be 0.05 gallons per square yard. The tack coat shall be applied sufficiently in advance of the laying of the wearing surface to permit drying but shall not be applied so far in advance so as to lose its adhesiveness as a result of being covered with dirt or other foreign material. The tack coat surface shall be kept free from traffic until the wearing surface is laid.

5.8 PAYMENT

Unless otherwise shown in the proposal, the cost of work called for in this section will be included in the unit price bid per square yard of pavement or unit price bid per ton of material as the case may be, and shall include the furnishing of all work, labor, materials, equipment, and tools necessary to complete the work as planned.

SECTION 6

SUPERPAVE ASPHALT CONCRETE PAVEMENT

PART 1 – GENERAL

1.1 GENERAL

- A. Construct a Type SP Asphalt pavement for local agencies using the type of mixture specified in the Contract, or when offered as alternates, as approved.
- B. All references to the Department shall mean City of Pensacola. All references to the Engineer shall mean the designated Engineer of the City of Pensacola.
- C. The Engineer will accept the work based on one of the following methods as described in Part 5: 1) Certification, 2) Certification and process control testing by the Contractor, 3) acceptance testing by the City or 4) other method(s) as determined by the Contract.
- D. **GENERAL EXCEPTIONS:** Any reference to FDOT Standard Specification for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 LAYER THICKNESSES

- A. Use only fine graded Type SP asphalt mixes. Fine graded mixes are defined as having a gradation that passes above the restricted zone when plotted on an FHWA 0.45 Power Gradation Chart.
- B. **FINE MIXES:** The allowable structural layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:
 - Type SP 9.5 3/4 – 1 1/4 inches
 - Type SP 12.51 1/4 – 2 1/2 inches
 - Type SP 19.02- 2 3/4 inches

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on fine mixes when used as a structural course:

Type SP 9.5 - Limited to the final (top) structural layer, one layer only.

Type SP 12.5 - May not be used in the first layer of courses over 3 1/2 inches thick, nor in the first layer of courses over 2 3/4 inches thick on limited access facilities.

Minimum thickness shall be 2 inches installed in two layers. The first layer shall be a minimum of 1¼-inches of Type SP 12.5 with asphalt flush with the curb and at curb inlet throat. The thickness of the new pavement may be checked by core samples, where a questionable area is present, as determined by the department.

The Contractor shall be required to correct any deficiency either by replacing the full thickness or overlaying the area as directed by the Engineer of Record and accepted by the City Engineer. City inspection shall be performed and all base failures shall be corrected prior to asphalt installation.

Type SP 19.0 - May not be used in the final (top) structural layer.

C. **ADDITIONAL REQUIREMENTS:** The following requirements also apply to fine Type SP Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).
2. When construction includes the paving of adjacent shoulders (5 feet wide or less), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.
3. Use the minimum and maximum layer thicknesses as specified in 1.2 B above unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by ½ inch, and the maximum allowable thickness may be increased 1/2 inch, unless shown differently in the plans.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

Meet the material requirements specified in FDOT Standard Specifications Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent – Sections 916-1, 916-2 Coarse Aggregate, Stone, Slag or Crushed Gravel – Section 901
Fine Aggregate – Section 902

Aggregates utilized on City of Pensacola projects must be in accordance with FDOT Qualified Products List

2.2 GRADATION REQUIREMENTS

Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this Specification and conform to the gradation requirements at design as defined in Table 2. Aggregates from various sources may be combined.

Table 2
Aggregate Gradation Control Points
(Gradation Design Ranges)

Sieve Size	SP 9.5		SP 12.5		SP 19.0	
	Min.	Max.	Min.	Max.	Min.	Max.
1 inch	-	-	-	-	100	-
¾ inch	-	-	100	-	90	100
½ inch	100	-	90	100	-	90
3/8 inch	90	100	-	90	-	-
No. 4	-	90	-	-	-	-
No. 8	32	67	28	58	23	49
No. 200	2	10	2	10	2	8

2.3 RESTRICTED ZONE

The gradation identified in 2.2 shall pass above the restricted zone specified in Table 3.

Table 3
Aggregate Gradation Restricted Zone
(Design Only)

Sieve Size within Restricted Zone	Boundaries of Restricted Zone Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
	Min.	Max.	Min.	Max.	Min.	Max.
No. 4	-	-	-	-	-	-
No. 8	47.2	47.2	39.1	39.1	34.6	34.6
No. 16	31.6	37.6	25.6	31.6	22.3	28.3
No. 30	23.5	27.5	19.1	23.1	16.7	20.7

2.4 AGGREGATE CONSENSUS PROPERTIES

- A. Meet the following consensus properties at design for the aggregate blend:
1. Coarse Aggregate Angularity: When tested in accordance with ASTM D 5821, meet the coarse aggregate angularity requirement defined in Table 4.

Depth of Top of Pavement Layer From Surface		
≤ 4 inches		
1 or More Fractured Faces (%)	2 or More Fractured Faces (%)	> 4 inches
85	80	60
		2 or More Fractured Faces (%)
		-

2. Fine Aggregate Angularity: When tested in accordance with AASHTO T- 304, meet the fine aggregate angularity requirement defined in Table 5.

Depth of Top of Pavement Layer From Surface	
≤ 4 inches	
Minimum Uncompacted Void Content (%)	> 4 inches
45	40

3. Flat and Elongated Particles: When tested in accordance with ASTM D 4791, use a ratio of maximum to minimum dimensions of 5:1 and do not exceed 10% as the maximum amount of flat and elongated particles.
4. Clay Content: When tested in accordance with AASHTO T 176, meet the sand equivalent value for fine aggregate blend defined in 45.

SP Mixes	45
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2.5 USE OF RECLAIMED ASPHALT PAVEMENT

- A. General Requirements: Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture subject to the following:
 1. The Contractor assumes responsibility for the design of asphalt mixes which incorporate RAP as a component material.

2. For design purposes, the Contractor assumes responsibility for establishing accurate specific gravity values for the RAP material. This may be accomplished by one of the following methods:
- a) Calculation of the bulk specific gravity value based upon the effective specific gravity of the RAP, determined on the basis of the asphalt binder content and maximum specific gravity. The Engineer will approve the estimated asphalt binder absorption value used in the calculation.
 - b) Testing of the extracted aggregate obtained through a vacuum extraction or ignition oven extraction.
3. The amount of RAP material used in the mix is not to exceed 50% by weight of total aggregate.
4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.
5. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles that are soft or conglomerates of fines.
6. Provide RAP, having minimum average asphalt content of 4.0% by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.
- B. Binder for Mixes with RAP: Select the appropriate binder based on Table 7. The Engineer reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to make changes during production. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises. Obtain a sample of the mixture for the Engineer within the first 1,000 tons and at a frequency of approximately one per 4,000 tons of mix.

% RAP	Asphalt Binder Grade
<20	PG 67-22
20-29	PG 64-22
≥ 30	Recycling Agent
Note: When a PG 76-22 Asphalt Binder is called for in the Contract, limit the amount of RAP material used in the mix to a maximum of 15%.	

PART 3 - GENERAL COMPOSITION OF MIXTURE

3.1 GENERAL

Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the approved mix design. Aggregates from various sources may be combined.

3.2 MIX DESIGN

A. Design the Type SP asphalt mixture in accordance with AASHTO PP-28, except as noted herein, to meet the requirements of this Specification. Use only previously approved designs. Prior to the production of any Type SP asphalt mixture, submit the proposed mix design with supporting test data indicating compliance with all Type SP asphalt mix design criteria. The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer will no longer allow the use of the mix design.

1. Grading Requirements: Meet the gradation design ranges of Table 2.
2. Gyrotory Compaction: Compact the design mixture in accordance with AASHTO TP 4. Use the number of gyrations as defined in Table 8.

Table 8
Type SP Design Gyrotory Compactive Effort

SP Mixes	$N_{initial}$	N_{design}	$N_{maximum}$
		7	75

3. Volumetric Criteria: Use an air void content of the mixture at design of 4.0% at the design number of gyrations (N_{design}). Meet the requirements of Table 9.

Table 9
Mixture Densification Criteria

SP Mixes	% G_{mm}	
	$N_{initial}$	N_{design}
	≥ 89.0	96.0
		$N_{maximum}$
		≤ 98.0

4. VMA Criteria: Meet the requirements of Table 10 for voids in the mineral aggregate (VMA) of the mixture at the design number of gyrations.

Table 10 VMA Criteria	
Type Mix	Minimum VMA (%)
SP 9.5	15.0
SP 12.5	14.0
SP 19.0	13.0

5. VFA Criteria: Meet the requirements of Table 11 for voids filled with asphalt (VFA) of the mixture at the design number of gyrations.

Table 11 VFA Criteria	
SP Mixes	Design VFA (%)
	65 – 75

6. Dust Proportion: Use a dust to effective asphalt binder content by weight.

Table 12 Limits for Potential Adjustments to Mix Design Target Values	
Characteristic	Limit from Original Mix Design
No. 8 sieve and Coarser	± 5.0%
No. 16 sieve	± 4.0%
No. 30 sieve	± 4.0%
No. 50 sieve	± 3.0%
No. 100 sieve	± 3.0%
No. 200 sieve	± 3.0%
Asphalt Binder Content (1)	± 0.3%

(1) Reductions to the asphalt binder content will not be permitted if the VMA during production is lower than 1.0% below the design criteria.

Submit all requests for revisions to mix designs, along with supporting documentation, to the Engineer. In order to expedite the revision process, the request for revision or discussions on the possibility of a revision may be made verbally, but must be followed up by a written request. The initial mix design will remain in effect until a change is authorized by the Engineer. In no case may the effective date of the revision be established earlier than the date of the first communication between the Contractor and the Engineer regarding the revision.

A new design mix will be required for any substitution of an aggregate product with a different aggregate code, unless approved by the Engineer.

3.4 PAVING EQUIPMENT

A. Mechanical Spreading and Screeding Equipment:

1. **General:** Provide mechanical spreading and screeding equipment of an approved type that is self-propelled and can be steered. Equip it with a receiving and distribution hopper and a mechanical screed. Use a mechanical screed capable of adjustment to regulate the depth of material spread and to produce the desired cross-section.
2. **Automatic Screed Control:** For all asphalt courses, placed with mechanical spreading and finishing equipment, equip the paving machine with automatic longitudinal screed controls of either the skid type, traveling stringline type, or non-contact averaging ski type. Ensure that the length of the skid, traveling stringline, or non-contact averaging ski is at least 25 feet. On the final layer of base, overbuild, and structural courses, and for friction courses, use the joint matcher in lieu of the skid, traveling stringline, or noncontact averaging ski on all passes after the initial pass. Furnish a paving machine equipped with electronic transverse screed controls when required by the Contract Documents.
3. **Inflation of Tires:** When using paving machines equipped with pneumatic tires, the Engineer may require that the tires be ballasted.
4. **Screed Width:** Provide paving machines on full width lanes that have a screed width greater than 8 feet. Do not use extendable screed strike-off devices that do not provide preliminary compaction of the mat in place of fixed screed extensions. The Contractor may use a strike-off device on irregular areas that would normally be done by hand and on shoulders 4 feet or less in width. When using the strike-off device on shoulders in lieu of an adjustable screed extension, the Contractor must demonstrate the ability to obtain an acceptable texture, density, and thickness. When using an extendable screed device to extend the screed's width on the full width lane or shoulder by 24 inches or greater, the Engineer will require an auger extension, paddle, or kicker device unless the Contractor provides written documentation from the manufacturer that these are not necessary.
5. **Motor Graders:** Provide two motor graders for spreading widening courses with prior approval from the Engineer only. Use motor graders that are rated at not less than 6 tons and are self-propelled

and power-controlled. Mount them on smooth tread or rib-type tires (no lug types allowed) with a wheel base of at least 15 feet.

Equip the front motor grader with a spreader box capable of spreading the mix at the required rate.

6. Rollers:

- a. Steel-Wheeled Rollers: Provide compaction equipment capable of meeting the density requirements described in these Specifications. In the event that density testing is not required, provide a tandem steel-wheeled roller weighing a minimum of 8 tons for seal rolling, and for the final rolling, use a separate roller with a minimum weight of 8 tons. Variations from these requirements shall be approved by the Engineer.
 - b. Traffic Rollers: Provide compaction equipment capable of meeting the density requirements described in these Specifications. In the event that density testing is not required, provide a self-propelled, pneumatic-tired traffic roller equipped with at least seven smoothtread, low pressure tires, equipped with pads or scrapers on each tire. Maintain the tire pressure between 50 and 55 psi or as specified by the manufacturer. Use rollers with a minimum weight of 6 tons. Do not use wobble-wheeled rollers. Variations from these requirements shall be approved by the Engineer.
 - c. Prevention of Adhesion: Do not allow the mixture to adhere to the wheels of any rollers. Do not use fuel oil or other petroleum distillates to prevent adhesion. Do not use any method which results in water being sprinkled directly onto the mixture.
7. Trucks: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat. 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.
8. Coring Equipment: Furnish a suitable saw or drill for obtaining the required density cores.
9. Hand Tools: Provide the necessary hand tools such as rakes, shovels, etc., and a suitable means for keeping them clean.

4.4 CONTRACTOR'S PROCESS CONTROL

- A. Personnel: Provide qualified personnel for sampling, testing and inspection

of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection. Construction operations that require a qualified technician must not begin until the Department verifies that the technician is on the CTQP (Construction Training Qualification Program) list of qualified technicians. The

CTQP lists are subject to satisfactory results from periodic Independent Assurance evaluations.

B. Calibration of the Gyratory Compactor: Calibrate the Gyratory Compactor in accordance with the manufacturer's recommendations prior to producing the mixture for any project. Check the height calibration, the speed of rotation, ram pressure and angle of gyration.

C. Plant Testing Requirements: During the initial production of a mix design, test mix to ensure proper performance and provide results to the department.

D. Roadway Testing Requirements: Areas that demonstrate concerns of the mix design quality or poor/improper compaction efforts, may be subject to coring and testing as seen fit by the department representative. All tests will be performed at the City's expense.

E. Extraction Gradation Analysis: Sample the asphalt mixture at the plant and perform extraction test prior to asphalt being delivered to project. The percent asphalt binder content of the mixture will be determined in accordance with FM 5-563 (ignition oven). The gradation of the extracted mixture will be determined in accordance with FM 1-T 030. All test results will be shown to the nearest 0.01. All calculations will be carried to the nearest 0.001 and rounded to the nearest 0.01. All results to be provide to the department prior to placement of asphalt on any project.

Run an extraction gradation analysis on the mixture at a minimum frequency of once per 1,000 tons or a maximum of four consecutive days of paving, whichever comes first.

The target gradation and asphalt content will be as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 4.3. If the percentage of asphalt binder deviates from the optimum asphalt binder content by more than 0.55%, or the percentage passing any sieve falls outside the limits in Table 13, immediately resample the mix and test to validate the previous test result, and if needed, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt binder content by more than 0.55%, or exceed the

limits in Table 13 for any sieve, notify the Engineer and take immediate steps to identify and correct the problem, then resample the mix. If the results from this test deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in Table 13 for any sieve, stop plant operations until the problem has been corrected.

Xize	Percent Passing
1 inch	7.0
¾ inch	7.0
½ inch	7.0
No. 4	7.0
No. 8	5.5
No. 16	5.0
No. 30	4.5
No. 50	4.5
No. 100	3.0
No. 200	2.0

F. Volumetric Control: During production of the mix, monitor the volumetric properties of the Type SP asphalt mix with a Type SP Gyration Compactor to determine the air voids, VMA, VFA, and dust-to-effective asphalt binder ratio (dust proportion) at Ndesign. Take appropriate corrective actions in order to maintain an air void content at Ndesign between 3.0 and 5.0% during production. When the air void content at Ndesign drops below 2.5 or exceeds 5.5%, stop plant operations until the appropriate corrective actions are made and the problem is resolved to the satisfaction of the Engineer. Evaluate any failing material in accordance with 6. Determine the volumetric properties of the mixture at a minimum frequency of once per production day when the daily production is less than 1,000 tons. If the daily production exceeds 1,000 tons, monitor the volumetric properties two times per production day.

During normal production, volumetric properties of the mixture will not be required on days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons. Testing required for volumetric property determination includes AASHTO TP-4, FM 1-T 209, FM 5-563 and FM 1-T 030. Prior to testing samples in accordance with AASHTO TP-4 and FM 1-T 209, condition the test-sized sample for one hour at the compaction temperature in a covered container.

- G. Plant Calibration: At or before the start of mix production, perform an extraction gradation analysis of the mix to verify calibration of the plant. The sample tested at the start of any project may be utilized for this requirement.
- H. Process Control of In-Place Compaction: Develop and implement a method to control the compaction of the pavement and ensure its compliance with the minimum specified density requirements. The department may require the use of a nuclear gauge to test areas suspected of not having proper compaction. Testing will be performed at the City's expense. Other density measuring devices may be used in lieu of the nuclear density gauge, provided that it is demonstrated to the satisfaction of the Engineer that the device can accurately measure the relative level of density in the pavement on a consistent basis.

PART 5 - ACCEPTANCE OF THE MIXTURE

5.1 GENERAL

The asphalt mixture will be accepted based on one of the following methods as determined by the Engineer and/or Contract Documents:

- 1) Certification by the Contractor
- 2) Certification and Process Control Testing by the Contractor
- 3) Acceptance testing by the Engineer
- 4) Other method(s) as determined by the Contract

5.2 CERTIFICATION BY THE CONTRACTOR

Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with these specifications.

5.3 CERTIFICATION AND PROCESS CONTROL TESTING BY THE CONTRACTOR

Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with these specifications, along with supporting test data documenting all process control testing. If so required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the Process Control testing.

5.4 ACCEPTANCE TESTING BY THE ENGINEER

- A. Acceptance at the Plant: The asphalt mixture will be accepted, with respect to gradation and asphalt binder content, based on the results from the start up test. However, any load or loads of mixture which, in the opinion of the

Engineer, are unacceptable for reasons of excessive segregation, aggregates improperly coated, or of excessively high or low temperature will be rejected for use in the work.

1. Acceptance Procedures: Control all operations in the handling, preparation, and production of the asphalt mix so that the percent asphalt binder content and the percents passing the No. 8 and No. 200 sieves will meet the targets from the mix design within the tolerances shown in Table 14.

Table 14 Tolerances for Acceptance Tests	
Characteristic	Tolerance*
Asphalt Binder Content	± 0.55%
Passing No. 8 Sieve	± 5.50%
Passing No. 200 Sieve	± 2.0%

*Tolerances for sample size of n=1. See Table 15 for other sample sizes n=2 through n=6.

Calculations for the acceptance test results for asphalt binder content and gradation (percentages passing the No. 8 and No. 200 sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the 0.001 and rounded to the nearest 0.01 in accordance with the Department's rules of rounding. Payment will be based on the acceptance of the project by the Engineer.

B. Acceptance on the Roadway:

1. Density Control: The in-place density of any questionable section of a course of asphalt mix will be evaluated by the use of a nuclear gauge and/or by the testing of 6 inch diameter roadway cores. All tests to be performed at the City's expense. The Engineer will not perform density testing on leveling courses, open-graded friction courses, or any course which does not show signs of poor/improper compaction efforts. In addition, density testing will not be performed on the following areas when they are less than 1,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes or deceleration lanes. Compact these courses (with the exception of open-graded friction courses) in accordance with the rolling procedure as approved by the Engineer.
2. Acceptance: The completed pavement will be accepted with respect to overall ride, overall appearance, and overall yield. Areas of question may be tested with a nuclear gauge or by the testing of the density of the cores, as determined by the engineer.

3. Additional Density Requirement:
 - a. On shoulders with a width of 5 feet or less, the Engineer will not require density. Compact the pavement in accordance with the rolling procedure (equipment and pattern) approved by the Engineer. Stop the production of the mix if the rolling procedure deviates from the approved procedure.
 4. Surface Tolerance: The asphalt mixture will be accepted on the roadway with respect to surface tolerance by the use of a 15 ft rolling straight edge. The department will determine if the use of a straight edge is warranted.

Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet.

5.5 ADDITIONAL TESTS

The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

PART 6 - DISPOSITION OF FAILING MATERIAL

Any material that is represented by failing test results will be evaluated to determine if removal and replacement is necessary. Remove and replace any material, if required, at no cost to the Department. The evaluation will be conducted by the Engineer. If so directed, obtain an engineering analysis, as directed by the Engineer, by an independent laboratory (as approved by the Engineer) to determine if the material can (a) remain in place, for this case the appropriate pay factor will be applied, or (b) be removed and replaced at no cost to the Department. The analysis will be a signed and sealed report by a Professional Engineer licensed in the State of Florida.

PART 7 - METHOD OF MEASUREMENT

For the work specified under this Section the quantity to be paid for will be the in-place measurement of the area in sy unless otherwise stated in the project plan details. The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

PART 8 - BASIS OF PAYMENT

Price and payment will be full compensation for all the work specified under this section.

SECTION 7

RIP RAP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Agreement Declarations, Exhibits and other Technical Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK

- A. This section shall cover the work of furnishing and constructing the Riprap which shall consist of a protective course of stone or other approved materials on embankment slopes, in channels, or other work as shown on the plans or directed, with Filter Fabric, all in accordance with these Specifications and in conformity with the lines and grades noted in the plan details.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Stone Riprap:

All stone for riprap shall consist of field stone or rough unhewn quarry stone as nearly rectangular in section as is practicable. When tested as specified in AASHTO T-104, the stone shall show a soundness of not less than 85 percent for 5 cycles, using sodium sulphate, and shall be suitable in all other respects for the purpose intended. It shall have a percentage wear not over 60 percent by the Los Angeles Test, AASHTO T-96. Concrete rubble may be substituted for stone at the contractor's discretion. Concrete rubble shall be sound and free of steel rebar or wire mesh.

Control of the gradation of the various classes of riprap will be by visual inspection either at the source or the project site at the Engineer's option. Any difference of opinion between the Engineer and the Contractor shall be resolved by checking one random truckload (or equivalent size sample) with all the equipment, labor and sorting site for this check being provided by the Contractor at his expense.

Stone for this riprap shall consist of graded stones ranging from 10 pounds to 300 pounds with not over 10% weighing over 300 pounds and at least 50% weighing over 100 pounds and not over 10% weighing less than 10 pounds.

B. Concrete Sacked Riprap:

Sacks: Sacks shall be new, unused, manufactured from jute, cotton, burlap, reinforced paper or other approved materials capable of holding the cement mixture without significant leakage when handled. The sacks shall be of uniform size and dimension with a capacity of approximately one cubic foot.

Aggregate: Local sand, gravel or other designated aggregates shall be from sources approved by the Engineer suitable for the purpose intended.

Cement: Cement shall meet the requirements of AASHTO M-85.

Water: Water shall be suitable for the purpose intended and free from substances harmful to the particular work involved.

Mixing: The aggregate and cement shall be formulated by volumetric measure in the proportions of one part cement to four parts sand and five parts gravel or nine parts of bank run gravel, or to designated proportions of other materials, then damp mixed in a concrete mixer using sufficient water to provide for a crumbly consistency.

Prepackaged Concrete Sacked Riprap: Prepackaged sack riprap which utilizes approved bagging material and a dry mixture of predried sand-cement material may be substituted for the concrete sacked riprap noted in these specifications provided that:

1. The source or repacking operation has been approved by the Engineer.
2. The packing material is permeable and absorptive enough to permit passage of sufficient water to provide for hydration of the cement.
3. The sand and cement materials are from sources acceptable to the Engineer.
4. The sand and cement are dry mixed in the proportions of five cubic feet of sand to one bag of cement until uniform in color.
5. Packaging, handling and storage shall be such as to prevent damage to the prepackaged material, especially from collecting excess moisture until placed.

C. Filter Fabric:

A filter fabric shall be of polymeric fabric formed from a plastic yarn of a long-chain synthetic polymer composed of at least 85% by weight of propylene ethylene, amide, ester or vinylchloride and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistant to deterioration due to ultraviolet and heat exposure. After forming, the fabric shall be processed so that the filaments retain their

relative positions with respect to each other. The fabric shall be free of defects or flaws which significantly affect its physical and/or filtering properties.

The filter fabric shall be formed in widths of not less than six feet. Sheets of fabric may be sewn together with thread of a material meeting the chemical requirements given for the plastic yarn to form fabric widths as required. The sheets of filter fabric shall be sewn together at the point of manufacture or another approved location. The fabric shall be non-woven.

A competent laboratory must be maintained by the producer of the fabric at the point of manufacture to ensure quality control. During all periods of shipment and storage, the fabric shall be maintained, wrapped in a heavy duty protective covering to protect the fabric from direct sunlight, ultraviolet rays, temperatures greater than 140 degrees Fahrenheit, mud, dirt, dust, and debris.

The vendor shall furnish certified test reports with each shipment of material attesting that the fabric meets the requirements of this Specification.

The fabric shall meet the requirements noted in the following Table and provide an "EOS" (equivalent opening size) between 50 and 100.

REQUIREMENTS FOR FILTER FABRIC

Test	Method	Requirements
Tensile Strength *(unaged cloth)	ASTM D-1682 Grab Test Method using 1 square inch jaws and a travel rate of 12 inches per minute	250 lbs. Min. in any principle direction
Bursting Strength *(unaged cloth)	ASTM D-3786 Diaphragm Bursting Tester	500 psi Min.
Puncture Strength *(unaged cloth)	ASTM D-3787 Tension Testing Machine with Ring Clamp; steel ball replaced with a 5/16-inch diameter solid steel cylinder centered within the ring clamp	115 lbs. Min.
Abrasion	ASTM D-1682 as above,	55 lbs. min. in
Resistance	after abraded as in ASTM D-1175 Rotary	any principle direction

Platform, Double Head Method; rubber-base abrasive wheels equal to CS-17 "Calibrase" by Taber Instrument Co.; 1 kilogram load per wheel; 1000 revolutions	ASTM D-1682, 1" square	250 lbs. min.
Seam Breaking	jaws, constant rate of traverse 12" per minute	
Strength	CFMC-FFET-2** Test for Filter Fabric	2x10-2 cm/sec min. 3x10-2 cm/sec. max.

* Unaged cloth is defined as cloth in the condition received from the manufacturer or distributor.

** CFMC-FFET-2 is a falling head permeability test developed by Celanese Fibers Marketing Company.

Securing Pins: Securing pins for anchoring filter fabric shall be 3/16-inch steel bars, pointed at one end and fabricated with a head to retain a steel washer having an outside diameter of not less than 1.5 inches. The length of the pin shall not be less than 18 inches.

PART 3 - EXECUTION

3.1 EXECUTION:

A. Construction Requirements:

General: All slopes to be treated with riprap shall be trimmed to the lines and grades indicated by the plans or directed, loose material shall be compacted by methods approved by the Engineer or removed.

Slopes which require a filter blanket under the riprap shall, in addition to the above, be prepared as noted below.

Placement of any riprap on a filter fabric shall be by such means that will not damage or destroy the fabric. Any damage to the filter fabric shall be repaired without additional compensation.

If directed by the Engineer or shown by plan details, all outer edges and the top of riprap where the riprap terminates shall be formed so that the surface of the riprap will be embedded and even with the surface of the ground and/or slope.

All riprap construction shall begin at the bottom of the slope and progress upward.

Filter Fabric: Unless otherwise specified by the plans or ordered in writing, a fabric blanket will not be allowed for soils with 85% by weight passing the No. 200 sieve (U.S. Std.).

Foundation Preparation: Areas on which filter fabrics are to be placed shall be uniformly trimmed and dressed to conform to cross-sections shown by the plans within an allowable tolerance of plus or minus three inches from the theoretical slope lines and grades.

B. Placement:

Filter Fabric: Polymeric filter fabric shall be placed in the manner and at the locations shown in the plans or as directed by the Engineer. At the time of installation, fabric shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacturing, transportation or storage. The fabric shall be placed with the long dimension parallel to the centerline of the channel or shoreline unless otherwise directed by the Engineer, and shall be laid smooth and free of tension, stress, folds, wrinkles or creases. The strips shall be placed to provide a minimum width of 24 inches of overlap for each joint with the upstream strip of fabric overlapping the downstream strip. Overlap joints and seams shall be measured as a single layer of cloth. Securing pins with washers shall be inserted through both strips of overlapped cloth along a line through the midpoint of the overlap at intervals no greater than 5 feet.

The fabric shall be turned down and buried two feet at all exterior limits except where a stone-filled key is provided below natural ground.

Additional pins regardless of location shall be installed as necessary to prevent any slippage of the filter fabric. Overlaps in the fabric shall be placed so that any upstream strip of fabric will overlap the downstream strip. Should the Engineer direct that the fabric be placed with the long dimension perpendicular to the centerline of the channel or shoreline, the lower strip of fabric shall underlap the next higher strip. Each securing pin shall be pushed through the fabric until the washer bears against the fabric and secures it firmly to the foundation. The fabric shall be protected at all times during construction from contamination by surface runoff and any fabric so contaminated shall be removed and replaced with uncontaminated fabric. Any damage to the fabric during its installation or during placement of riprap shall be replaced by the Contractor. Any damage to the filter material during placement of riprap shall be corrected prior to proceeding with the work.

3.2 STONE RIPRAP

A. General: Unless otherwise shown by plan details or directed, stone riprap

shall not be placed on slopes steeper than the natural angle or repose of the riprap material.

Placement of stone may, unless otherwise noted hereinafter, be placed by methods and equipment approved by the Engineer suitable for the purpose of placing the riprap in accordance with the requirements for the class riprap involved without damaging any existing facility or construction feature.

The stones shall be placed in such a manner as to produce a reasonably well graded mass of rock with the minimum practical percentage of voids. Stones shall be laid with close broken joints and resting on the embankment slope. The riprap shall be constructed to the lines, grades and thickness shown by the plans or as directed within a tolerance of plus 12 inches or minus 2 inches from the designated finish surface of the riprap. Riprap shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing the filter blanket material. The larger stones shall be well distributed and the entire mass of stones in their final position shall conform to a reasonable uniform gradation. The finished riprap shall be free from objectionable pockets of small stones and clusters of larger stones. Open joints shall be filled with spalls, or small stones in such manner that all stones are tightly wedged or keyed. Placing riprap by dumping into chutes or by other methods likely to cause segregation of sizes will not be permitted. The desired distribution of the various sizes of stones throughout the mass shall be obtained by selective loading of the material at the source, by controlled dumping of successive loads during final placing, or by other methods of placement which will produce the specified results. The individual pieces of stone in each horizontal course shall be laid so that they will break away from embankment. Rearranging of individual stones by mechanical equipment, or by hand, will be required to the extent necessary to obtain a reasonably well graded distribution of stone as specified above.

3.3 CONCRETE SACKED RIPRAP

- A. Placing: Immediately following mixing, the mixture shall be placed in the bags, tied (so that when laid in position, they will flatten out and give a thickness of not less than six inches) and placed flat on the area designed. Bags shall be layered and rammed against each other to form closed joints, with tied ends of sacks all laid in the same direction. Sacks ripped or torn in placing shall be removed and replaced with sound, unbroken sacks. When required to be placed under water, special care shall be taken to see that bags are closely jointed to give the same tight joints as required on dry slopes. After the riprap is placed, it shall be sprinkled with water as directed and kept damp for not less than three days. No concrete sacked riprap shall be mixed in freezing weather.

- B. Grouting: Immediately after watering, all openings between sacks shall be filled with dry grout composed of one part Portland Cement and five parts sand.
- C. Maintenance: The Contractor shall maintain all riprap until the contract work is accepted, and shall replace, without additional compensation, any damaged or lost riprap.
- D. Clean Up: Before final inspection and acceptance, the Contractor shall remove all excess material from site and restore all disturbed areas to as good a condition as existed before work started.

SECTION 8

SODDING

- 8.1 RELATED DOCUMENTS: Drawings and general provisions of Contract, including General Conditions apply to work of this Section.
- 8.2 DESCRIPTION OF WORK: This work consists of sodding areas cleared during construction and not paved, or as otherwise shown on the Construction Plans. All material and construction methods shall be in accordance with sections 570, 571, 573, or 575 of the Florida Department of Transportation Standard Specifications, Latest Edition.
- Sodding: Areas noted on Construction Plans or areas disturbed during construction shall be sodded.
- 8.3 MATERIAL: Match grass with like kind. The sod shall have live, fresh, and uninjured at the time of planting and shall have a thick mat of roots with enough adhering soil to assure growth. Apply sod within 48 hours of cutting or stack and keep moist. Do not plant dormant sod or if ground is frozen.
- 8.3.1 Placement: Prepare the ground by loosening the soil. Place sod on the prepared soil to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to avoid a continuous downhill seam. Tamp or roll lightly to ensure contact with subgrade. Tamp the outer edges of the sodded area to produce a smooth contour. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass. Water sod thoroughly with a fine spray immediately after planting.
- 8.3.2 Watering: Keep sod continuously moist to a depth below the root zone for three weeks after placement. If there is not water available to the site, the Contractor shall provide the water for the sod.
- 8.3.3 Maintenance: Maintain sod by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, re-grading, and re-planting as required to establish a lawn free of eroded or bare areas and acceptable to the Engineer. Where inspected work and materials do not comply with requirements, replace rejected work and continue maintenance until re-inspected by Engineer and found to be acceptable. Remove rejected materials promptly from the project site.
- 8.4 WARRANTY: Contractor shall warranty all work and material for a period of 18 months beginning from date of acceptance of substantial completion.
- 8.5 MEASUREMENT AND PAYMENT:
- 8.5.1 Sodding shall be measured for payment in square yards or by lump sum only for areas indicated on the plans, or as provided in the proposal and contract.
- 8.5.2 When not listed as a separate contract pay item, sodding shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.
- 8.5.3 Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

SECTION 9

CHAIN LINK FENCE AND ACCESSORIES

9.1 SCOPE OF WORK

The work included in this section consists of furnishing all labor, equipment and materials and in performing all operations in connection with the construction of a new chain link fence and accessories in strict accordance with the plans and specifications.

9.2 MATERIALS

9.2.1 Fabric. The fabric shall be BLACK vinyl-coated (fuse bonded) 2" mesh of 9 gauge chain link hot dip galvanized after weaving, and shall conform to AASHO 181.

9.2.2 Posts and Braces. All steel posts and braces for chain link fence shall meet the requirements of Table A2 of ASTM A53 for standard weight pipe (Schedule 40) except for test pressure requirements. The galvanizing of these materials shall be done after fabrication.

9.2.3 Accessories. Fastenings, fittings, and other accessories for chain link fence shall be zinc-coated and shall conform to the requirements of AASHO 181. The galvanizing of these materials shall be done after the fabrication.

9.2.4 Concrete. Concrete shall have a strength of 3,000 psi at 28 days.

9.3 CONSTRUCTION METHOD

9.3.1 General. The fence shall be constructed in accordance with the plans and as specified herein using new materials. The new fence shall be permanently tied to existing fences and shall be plumb, taut, true to line and ground contour, and complete in every detail.

9.3.2 Installing Posts. All posts shall be spaced not more than ten (10) feet apart as shown in the plans except where definite spotting of corner posts is required. Additional line posts shall be set at abrupt changes in grade. Holes shall be dug to the dimensions shown on the plans. The top of the concrete bases shall be trowel finished and match the surrounding concrete work. All post settings shall be done carefully so that all posts shall be vertical, in true alignment, and rigidly secured in position.

9.3.3 Installing Braces. All horizontal braces shall be attached together with truss rods at all terminal (end, corner, pull) and gate posts to the brace posts as shown on the plans. Pull posts with associated horizontal mid-brace and truss rods shall be placed a maximum of every 100 feet.

9.3.4 Placing Fabric. The fabric shall not be installed until the posts have been permanently positioned. The fabric shall be placed by securing one end and applying sufficient tension to remove all slack before making permanent attachments at intermediate points. The fabric shall be fastened to all end, corner, and pull posts by use of tools designed for the purpose, in accordance with the manufacturer's recommendations. The tension for stretching shall be applied by mechanical fence stretchers or with single-wire stretcher designed for the purpose. All splices in the fabric shall be securely and neatly made.

9.3.5 Installing Gates. Gates shall be erected to swing in the direction indicated and shall be provided with gate stops as specified or as shown on the plans. All hardware shall be thoroughly secured, properly adjusted, and left in perfect working order. Hinges and diagonal bracing in gates shall be adjusted so that the gates will hang level.

9.3.6 Existing Fence Connections. Wherever the new fence joins an existing fence, either at a corner or at the intersection of straight fence lines, a corner post with a brace post shall be set at the junction and braced the same as herein described for corner posts or as shown on the plans.

If the connection is made at other than the corner of the new fence, the last span of the old fence shall contain a brace span.

9.4 CLEANING-UP

The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction.

SECTION 10

LANDSCAPING

10.1 COORDINATION:

Coordinate with the earthwork and appropriate site specifications for proper scheduling for the performance of the work specified.

10.2 QUALIFICATIONS:

All work specified herein shall be performed by qualified personnel experienced in this type of work. The Contractor shall submit to the Architect for approval the subcontractor proposed for the landscape work specified herein prior to awarding of the Contract. The subcontractor shall be a member in good standing of one of the following organizations:

- A. Associated Landscape Contractors of America.
- B. American Association of Nurserymen.
- C. or, a member of the Nurserymen's association of the state in which the work is being performed.

10.3 MAINTENANCE AFTER INITIAL ACCEPTANCE OR INSPECTION:

- A. Maintenance shall include a thorough initial watering, with weekly waterings thereafter for the first thirty (30) days. Waterings thereafter shall be on a bi-weekly basis. This shall continue on a bi-weekly basis or as necessary to maintain plants in a healthy condition.
- B. During this period, within a reasonable time, settled plants shall be reset to proper grade and position, dead material removed, and guys tightened or repaired.
- C. Job site will be kept neat and attractive during the guarantee period with a minimum of three (3) weedings.
- D. The Landscaping Contractor will conduct a final inspection with the Architect at the end of the maintenance period. It will be the Landscape Contractor's responsibility to notify the Architect within ten (10) days of the anticipated meeting.

10.4 PRODUCTS: TREES, SHRUBS AND GROUND PLANTS

- A. Topsoil for Plant Bed and Plant Pits: Topsoil shall be good, friable, natural loam topsoil, containing no subsoil material, free of sticks, stones, roots, weeds, debris or other extraneous matter, and shall have an acidity range of pH 5.0 to pH 7.0. Topsoil shall be certified (2 copies) in writing to the Architect to contain not less than 1.5 percent organic matter by test. Test shall be "Thomas Rapid Method for Determination of Organic Matter in

Topsoil." Submit two (2), one (1) pound samples in bags of the proposed topsoil before proceeding with the work. Topsoil shall be from stockpiles created from stripping. Should additional topsoil be required in excess of that obtained from stripping, the Contractor shall obtain materials wherever approved by the Architect from sources off the site.

- B. Sphagnum Peat Moss: Sphagnum peat moss shall be low in content of woody material and free of mineral matter harmful to plant life. Furnish air dried peat finely shredded, of a pH between 4.5 and 6.5.
- C. Sand: Sand shall be clean, sharp and free from all deleterious matter.
- D. Fertilizer: Fertilizer for planting areas and tree pits shall be a general 5-10-10.
- E. Mulch: Mulch shall be shredded hardwood bark, or approved equal. The Contractor shall submit a sample of mulch intended for use in planting areas.
- F. Stakes: Stakes shall be 2 inch by 2 inch oak, or approved equal with size lengths and number required per tree as shown on the drawings.
- G. Guy Wire and Turnbuckles: Guy wire shall be No. 12 gauge galvanized steel wire; turnbuckles shall be galvanized of sufficient diameter to secure the tree. Contractor shall flag all guy wires.
- H. Rubber Hose: Rubber hose shall be 3/4 inch black corded hose.

10.5 EXECUTION: TREES, SHRUBS AND GROUND PLANTS:

- A. Examination of Site: The Contractor shall visit and examine the site and all conditions thereon, and take into consideration all such conditions that may affect this work.
- B. Personnel: The work shall be performed by personnel familiar with planting procedures under the supervision of the qualified foremen.
- C. Protection and Repair:
 - 1. All portions of the property, including lawn and paved areas, which have been disturbed or damaged due to, or incidental to, work performed under this Contract shall be repaired and restored to its original condition to the satisfaction of the Architect, at the Contractor's expense.
 - 2. The Contractor shall fully and satisfactorily maintain and protect all

work until completion and acceptance of all work or portions thereof and shall repair or replace, at his expense, any work damaged during that period, to the satisfaction of the Architect.

D. Clean up: At all times during the progress of the work, the Contractor shall maintain the site in an orderly condition. Streets and pavements shall be kept clean. Materials and equipment for planting work shall be limited to the quantity required for the work. All rejected materials shall be immediately removed from the site.

E. Timing:

1. Planting work shall not be started until final subgrade has been established and approved by the Architect.
2. Under no conditions shall any work be done if weather or soil conditions are not satisfactory.
3. All plant material shall be planted according to the following planting season schedule:

Deciduous Material	Feb 15 to Oct 15
Evergreen Material	Feb 15 to Oct 15
Ground Plants	Feb 15 to Oct 15

F. Digging and Handling Plant Material:

1. No plants shall be dug or delivered to the site until the required inspections have been made and the plants approved. All material shall be inspected and tagged by the Architect, unless otherwise specified. Tags shall be removed only in the presence of the Architect and at his direction.
2. Roots or balls of all plants shall be adequately protected at all times from sun and/or drying winds. Balled and burlapped plants that cannot be planted immediately upon delivery or collection from the site shall be set on the ground and protected with soil, wet peat or other acceptable material.
3. No plant shall be bound with wire or rope at any time so as to damage the bark or break branches.
4. Plants shall be pruned only as directed by the Architect.

G. Planting Pits and Beds:

1. Tree pit locations shall be staked by the Contractor and approval

obtained by the Architect before digging; all tree pits shall be excavated to depths and dimensions indicated on the drawings and all subsoil shall be removed from the site.

2. Planting beds for ground cover and specified shrub beds shall receive a three (3) inch layer of peat and a one (1) inch layer of sand over a four (4) inch layer of topsoil. Spread 5-10-10 at the rate of five (5) pounds per 100 square feet over the planting area and mix along with the peat and sand thoroughly into the full depth of the topsoil.
3. Tree pits shall be backfilled with a mixture containing 60% topsoil, 25% peat, and 15% sand plus one pound of 5-10-10 per pit.

H. Planting:

1. **Setting Plants:** Unless otherwise specified, all plants shall be planted in pits, centered, and set on 12 inches of compacted, prepared soil to such depth that the finished grade level at the plant settlement will be the same as that at which the plant was grown. Plants shall be planted upright and faced to give the best appearance or relationship to adjacent structures. No burlap shall be pulled out from under balls. Platforms, wire and surplus binding from top and sides of the ball shall be removed. All broken or frayed roots shall be cut off cleanly. Planting soil shall be placed and compacted carefully to avoid injury to roots and to fill all voids. When the hole is nearly filled, water shall be added as necessary and allowed to soak away. The hole shall be filled to finished grade and a shallow saucer shall be formed around each plant by placing a ridge of soil around the edge of each pit. After the ground settles, additional soil shall be filled into the level of the finished grade.
2. **Pruning.** Only dead and broken branches shall be removed from trees unless otherwise directed by the Architect. Plant material shall be pruned in accordance with standard horticultural practice to preserve the natural character of the plant. Only clean sharp tools shall be used.
3. **Mulching:** All ground plant areas, plant pits, and plant beds, shall be mulched with a three (3) inch layer of shredded hardwood bark within 24 hours after planting.

11.6 PAYMENT

Payment shall be made at the lump sum price bid in the proposal and shall be full compensation for all related items including materials, labor, equipment, tools, installation and incidentals necessary to complete this item.

SECTION 11

PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:
 - 1. Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
 - 2. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
 - 3. USDOT, Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

C. GENERAL EXCEPTIONS

Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the installation of temporary and permanent pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor shall, if requested by the Engineer, furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work

that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the Engineer may remove and replace the same and deduct the cost of the work from the contract amount.

2.2 TEMPORARY PAVEMENT MARKINGS

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, latest edition.

2.3 PERMANENT PAVEMENT MARKINGS

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, latest edition.

PART 3 – EXECUTION

3.1 GENERAL

All pavement markings shall be applied in accordance with FDOT Specs requirements.

3.2 TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days, nor later than 30 calendar days, after placement of the final surfaces.

PART 4 – PAYMENT

4.1 BASIS OF PAYMENT

The quantities to be paid for under this Section will be lump sum. Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishings of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

SECTION 12

POST MOUNTED SIGNS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.
- B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following document:
 - (1) USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
 - (2) USDOT, Federal Highway Administration *Standard Alphabets for Highway Signs and Pavement Markings*, latest edition.
 - (3) Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.
 - (4) FDOT Design Standards for design, Construction, Maintenance, and utility operations on the State Highway System, latest Edition.

- C. **GENERAL EXCEPTIONS:** Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the fabrication and installation of post mounted street name signs as shown or noted on plans. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor shall, if requested by Engineer, furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall

be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the Engineer may remove and replace the same and deduct the cost of the work from the contract amount. If the Contractor chooses to use material other than specified herein, a sample of the material with supporting manufacturer's literature and specifications must be submitted to the Engineer for approval. Sign-blades reflective sheeting and posts shall conform to the County's standard details for street name signs.

PART 3 - EXECUTION

3.1 GENERAL

All street name signs shall be fabricated and installed in accordance with the plans and related documents.

3.2 SIGN LAYOUT AND LEGEND

Letter shape and width of stroke shall comply with FHWA & FDOT standards. For street name signs, lettering, border and blade dimensions shall be consistent with the County's standard detail for street name signs.

3.3 SIGN INSTALLATION

- A. Signs shall be placed at the typical locations shown in the plans. The soil around the post shall be solidly tamped so that the sign will stand vertically.
- B. If a sign cannot be placed where indicated on the plans due to a conflict, the Contractor shall immediately notify the Engineer. The Engineer will specify an alternate location.

3.4 REMOVAL OF SIGNS AND MARKERS

- A. Existing metal street name signs and painted concrete street name markers specified for removal shall be removed from the site, delivered, and unloaded, as directed by the Engineer
- B. Holes created by the removal of the signs and markers shall be filled with clean soil, which shall be firmly hand tamped to match the level of the surrounding ground.

PART 4 – MEASUREMENT \ PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be:

- 1. The number of roadside traffic signs of each designated class of assembly, complete.

2. The number of existing signs removed, relocated, modified, placed on breakaway or non-breakaway supports, of each designated class of assembly complete.
3. The number of each existing sign refurbished, existing sign panel removed, pole installed, exit numbering panel, and mile post, complete.

For the purpose of payment, a sign assembly consists of all the signs mounted on a single structure (one, two, or three posts).

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs in accordance with the details shown in the plans; including sign panels complete with sheeting, painting, and message; sign posts and supports, footings, excavation, etc.; and all other work specified in this Section, including all incidentals necessary for the complete item.

GEOTECHNICAL REPORT



Geotech Report

Summary

Project Info

Stormwater

Borings

Lab

Appendix



Since 1976

Geotechnical Engineering

Construction Materials Testing

Drilling Services

Tippling Avenue and Francis Taylor Boulevard Stormwater Pond

Pensacola, Florida
LMJ File #: 23-120 E
April 7, 2023

Prepared for

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Geotechnical Engineer
FL Reg. #92726

This document has been electronically signed and sealed by Valentin Bahrin (license # 92726) on April 7, 2023. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

Subsurface Conditions Summary

- ▼ The borings generally encountered up to 6 inches of topsoil underlain by brown to orange slightly silty sand to silty sand in the top 6-7 feet, over dark orange silty sand with occasional layers of slightly silty sand to 18-23 feet.
- ▼ Below the 18-23 foot depth, an orange, tan, and white sand soil was present with an occasional layer of silty sand to the bottom of the borings at 36 feet.
- ▼ The soil density was generally loose to very loose in the upper 15-20 feet, underlain by medium dense and dense soils to the bottom of the borings.
- ▼ Groundwater was not encountered in the borings at the time of drilling.
- ▼ Groundwater levels will vary with the amount of local rainfall and changes in site drainage characteristics and may be different at other times.

General Comments and Recommendations

- ▼ The borings encountered soils conditions that appear to be suited for the proposed stormwater pond if the recommendations in this report are followed.
- ▼ The pond borings will require a sand filled chimney to properly function due to the presence of the slowly draining silty sand soils in the upper 18-23 feet.
- ▼ Below the silty sand soils, well-draining sand soils were present, and these sand soils appear to be well suited for a chimney.
- ▼ The bottom of the chimney should extend a minimum of three feet into the sand soils, and we have estimated the chimney would be an average of 24 feet deep below existing grade.
- ▼ Native soils from the pond and chimney excavation could be reused as general fill material.

Note: *The above summary is an overview of the report and should not be used by itself for planning, design, and/or construction. See the relevant sections for further details.*

Project and Site Description

The site is located at the northeast corner of the intersection of Francis Taylor Blvd. and Tipping Avenue in Pensacola, Florida. The area was a grassed field. Google Earth maps indicate the ground surface elevation in the proposed project area is roughly +98 to +99 feet. We understand the project consists of the construction of a large stormwater pond. No grading plan or pond design details have been provided at this time.

Subsurface Exploration

To evaluate the subsurface conditions in the proposed pond area, LMJ drilled two Standard Penetration Test (SPT) borings to a depth of 36 feet below existing grades at the time of drilling. The number and location of the borings was selected by our client. The SPT borings were drilled using a truck mounted drill rig, and the borings were advanced between sampling using hollow stem augers. Two Shelby tube samples were taken for laboratory testing. The subsurface conditions encountered in the borings can be found on the boring logs [here](#).

The above information is the basis of our recommendations. If the information in this section changes or is incorrect, our office should be notified, and changes to our report may be needed.

- ▼ The pond borings encountered moderate to poorly draining silty sand and slightly silty sand in the top 12-18 feet underlain by poorly draining silty sand soils to 18-23 feet. The borings continued with well-draining sand soils with occasional layers of silty sand soils to the bottom of the borings at 36 feet.
- ▼ The groundwater level was not encountered in the boring depth at the time of drilling.
- ▼ Given the anticipated large volume of stormwater, the poorly draining silty sand soils are a concern for adequate pond recovery due to their potential to perch water on top of that soil strata.
- ▼ A conventional “dry” retention pond should have a sand filled chimney to provide proper pond drainage into the well-draining sand soils and bypass the potential water perching layers.
- ▼ Note that the soil conditions at the bottom of the chimney appear to be good and the outflow rate is controlled by the chimney sand backfill properties and chimney size.
- ▼ The chimney should be designed as a single long and narrow trench.
- ▼ In general, a deeper pond is preferred since that increases storage and decreases the depth (and cost) of the chimney.
- ▼ If the pond is deep enough, it may be practical to undercut the entire pond bottom and backfill the undercut with sand instead of digging a chimney. LMJ should be contacted for additional recommendations for this option.
- ▼ The soil encountered in the stormwater pond borings can be used for general site fill.

Our chimney design recommendations for the proposed pond are summarized in the table below and are based on soil conditions encountered in the pond borings and the assumption of normal periodic dosing. The chimney depth in the table below is the average depth below existing grade at the time of drilling including the minimum key, and the minimum key depth is the minimum depth the chimney needs to be extended into the underlying well-draining sand soils. The excavation should be in accordance with all state, local and federal safety regulations. We recommend using the chimney outflow rates presented in the following table.

Pond Chimney Design Recommendations

Average Chimney Depth (ft)	Minimum Key (ft)	Chimney Width (ft)	Outflow Rate (ft ³ /day/ per linear foot of chimney)
24*	3	10	300
24*	3	15	450

*Average depth below existing grade at the time of drilling.



Chimney Construction Recommendations

- ▼ LMJ recommends that chimney excavation start near boring B-2 and extend northwards.
- ▼ Note that soil conditions can and do vary and actual field location and depth of the chimney may change due to normal soil variations.
- ▼ The chimney installation should be monitored by LMJ staff to check that the soils that the chimney will be placed into meet or exceed the basis of design, and we recommend putting a note on the plans requiring this.
- ▼ Chimney backfill material should be clean sand with 3 or less percent fines and a minimum vertical permeability of 30 ft/day or higher, when compacted at 100% of the Standard Proctor Test effort.
- ▼ In our experience, getting sand backfill material from local borrow pits with higher permeability than noted above is difficult.
- ▼ A sample of the chimney sand should be submitted to our lab for testing and evaluation prior to purchase, and we recommend putting a note on the plans requiring this.
- ▼ We recommend mounding up the chimney sand at the bottom of the pond over the chimney to promote the settlement of fines away from the chimney.
- ▼ When the top of this mound becomes silted over during or after construction, it should be scraped off and periodically replaced with similar clean chimney sand material.
- ▼ We have seen timbers placed around the chimney used for this purpose and to contain the chimney material, and this would also be suitable.



Boring Locations

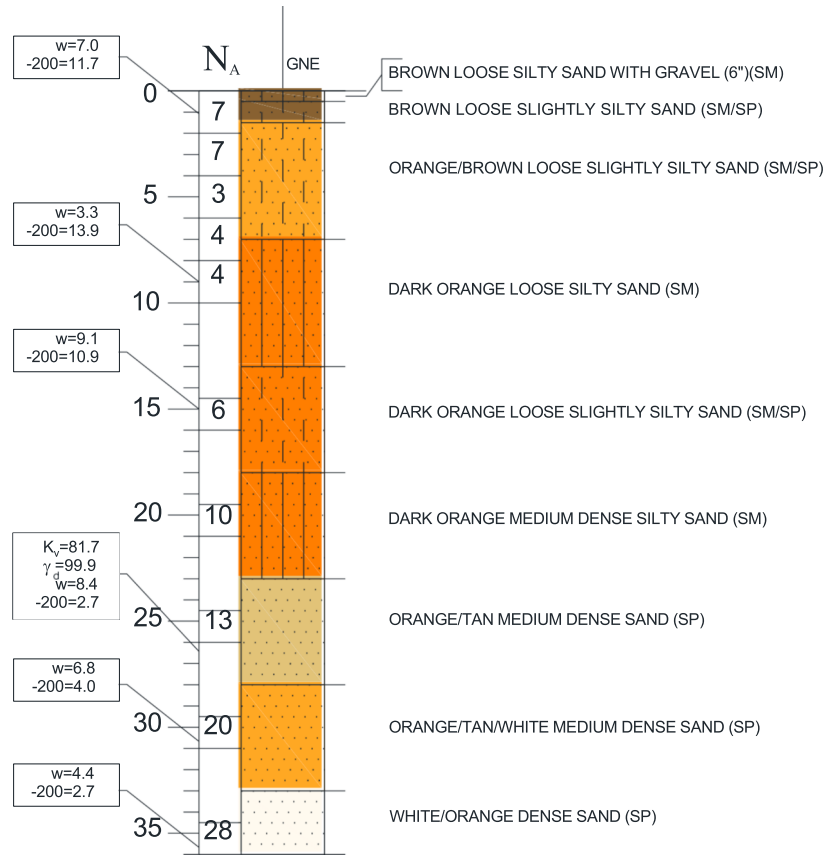


STANDARD PENETRATION TEST BORING

ALL BORING LOCATIONS ARE APPROXIMATE

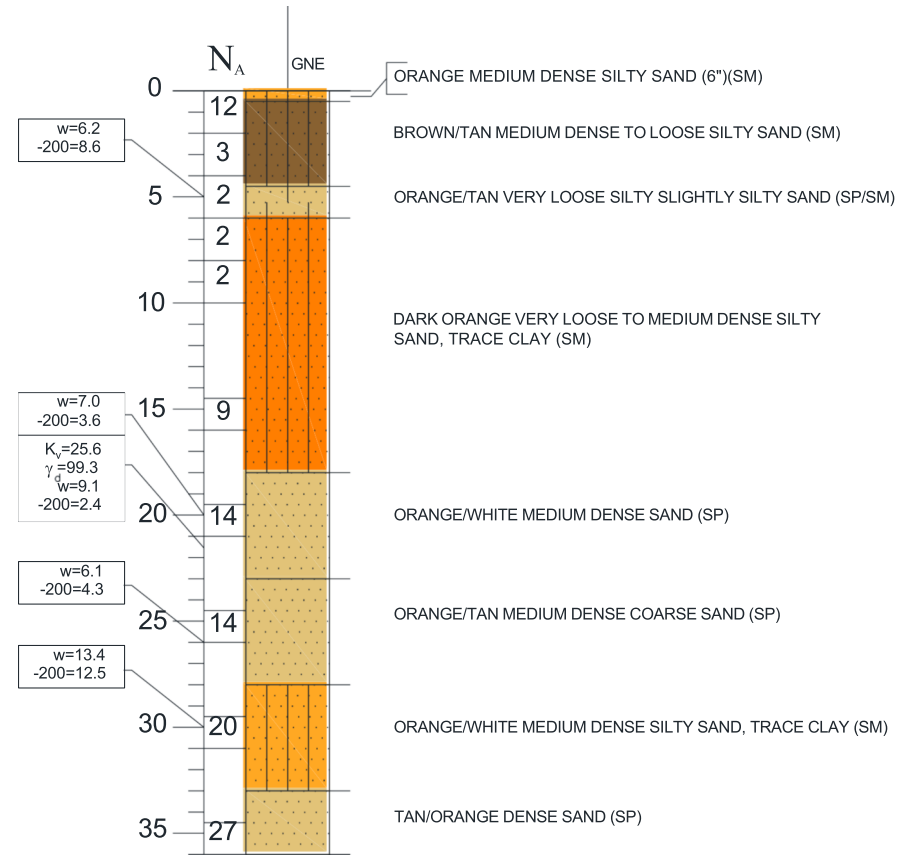
Borings

B-1
03-03-23



NOTE: UD TAKEN IN OFFSET BORING AT 25-27 FT

B-2
03-03-23



NOTE: UD TAKEN IN OFFSET BORING AT 20-22 FT

Stormwater Pond ▼ LMJ Project 23-120 E ▼ April 7, 2023

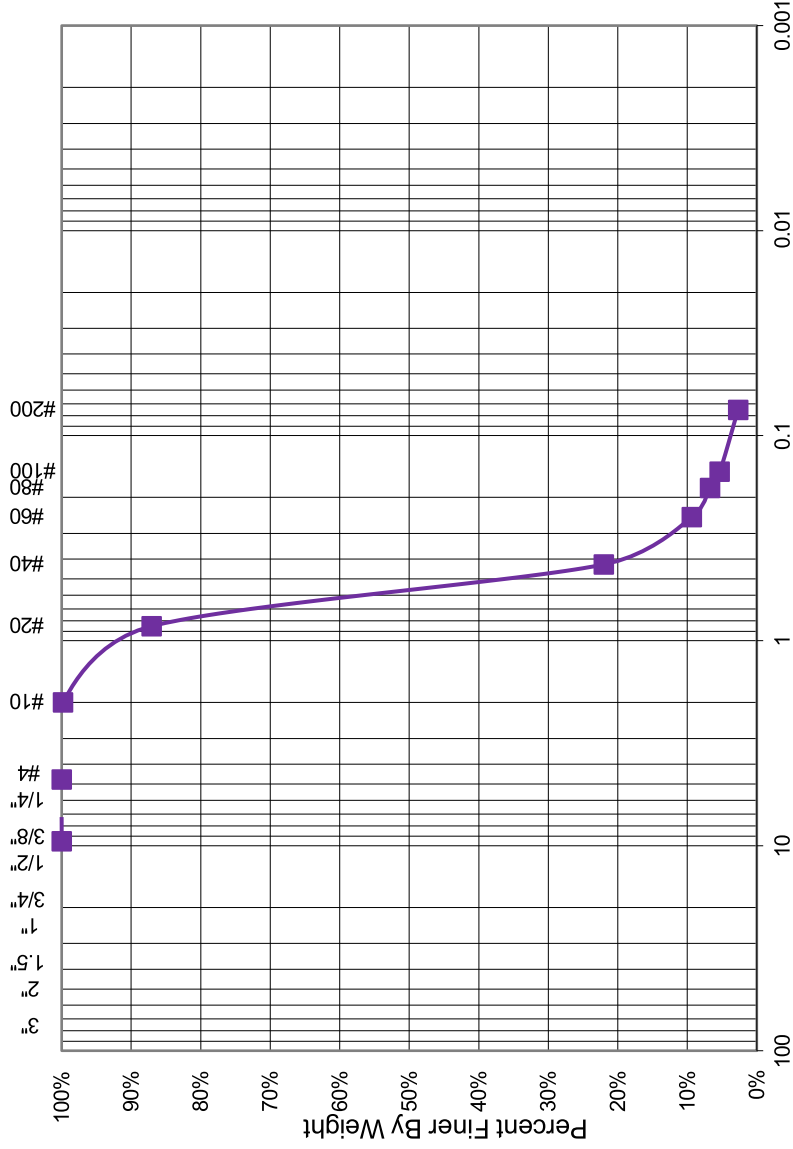


Test Results

Laboratory testing for this project included wash #200 sieve and natural moisture content tests run on the collected samples to assist in soil classification and to evaluate the soil properties. These results are noted on the boring logs next to the samples tested. Laboratory testing also included two falling head permeability tests with grainsize analysis or wash #200 sieve tests run on the collected Shelby tubes samples, and these results are summarized below.

Permeability Test Results

Boring	Sample Depth (ft)	Soil Description	Dry Unit Weight (pcf)	Saturated Vertical Hydraulic Conductivity (Kvs) (ft/day)	% Fines
B-1	25-27	Orange/light tan SP	99.9	81.7	2.7
B-2	20-22	Orange/white SP	99.3	25.6	2.4



GRAVEL		SAND		SILT OR CLAY	
COARSE	FINE	COARSE	MEDIUM	FINE	



Basis of Recommendations

Recommendations rendered herein are based on assumed and/or design information available at the time of this report, the subsurface conditions encountered in the test borings, generally accepted geotechnical engineering principles and practices, and our experience with similar soil and groundwater conditions. Should final project information or existing conditions differ from the information used in this report or should any soil conditions not discussed in this report be encountered during construction, our office should be notified and retained so that this report can be modified as needed. LMJ should be provided with the final plans and specifications for review to determine if any changes to our report are needed based on the final design and that our recommendations have been properly interpreted.

This report and any correspondence are intended for the exclusive use of our client for the specific application to the project discussed. LMJ is not responsible for the interpretations, conclusions, or recommendations made by others based on the information in this report.

Regardless of the care exercised in performing a Geotechnical Exploration, the possibility always exists that soil and/or groundwater conditions will differ from those encountered at the specific boring locations. In addition, construction operations may alter the soil conditions. Therefore, it is recommended that a representative from LMJ be involved during the construction phases discussed in this report.

Test Methods

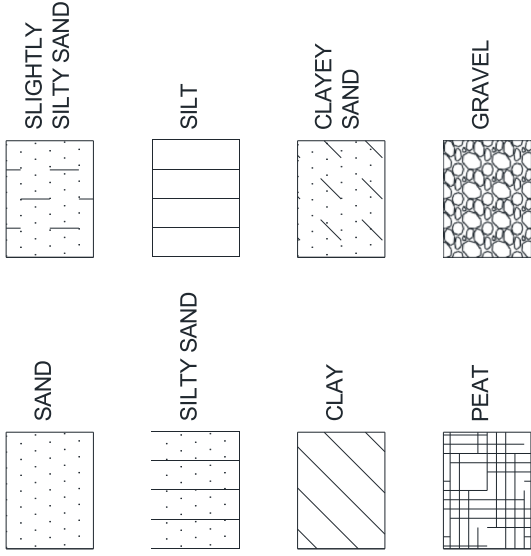
Standard Penetration Test

The Standard Penetration Test (SPT) consists of driving a 2-inch diameter split spoon sampler into the ground using a 140-pound hammer dropped 30 inches. The number of blows required to drive the sampler one foot (after seating it 6 inches) is referred to as the blow count or "N" value and represents the relative density of subsurface soils. "N" values can be found on the boring logs. The SPT bores were drilled in general accordance with ASTM D1586 using a truck mounted drill rig and were sampled by driving back-to-back 2-foot split spoons to a depth of 10 feet followed by samples at 5-foot increments thereafter. Each sample was removed from the sampler, classified in the field by the driller, and packaged for visual classification by our engineering staff and laboratory testing. Boring logs noted with N_A were drilled using an automatic hammer. FDOT converts automatic hammer to safety hammer using a conversion factor of 1.24.

Other Test Methods

Wash #200 Sieve (ASTM D1140), Moisture Content (ASTM D2216), Sieve Analysis (ASTM C136), and Falling Head Permeability (ASTM D5856).

LEGEND



NOTES

- 1) SPT BORINGS PERFORMED IN GENERAL ACCORDANCE WITH ASTM D1586
- 2) SUBSURFACE CONDITIONS ARE AT BORING LOCATIONS AND ACTUAL CONDITIONS BETWEEN BORINGS MAY VARY
- 3) ALL CLASSIFICATIONS ARE BASED ON VISUAL EXAMINATION UNLESS ACCOMPANIED BY LABORATORY TEST RESULTS
- 4) BOUNDARIES BETWEEN SOIL LAYERS SHOULD BE CONSIDERED APPROXIMATE AS THE ACTUAL TRANSITION MAY BE GRADUAL
- 5) DEPTH OF BORING IS BELOW EXISTING GRADE AT TIME OF DRILLING
- 6) ELEVATIONS, IF SHOWN, WERE ESTIMATED FROM PROVIDED TOPOGRAPHIC SURVEY
- 7) COLORS USED FOR BORING HATCHING MAY NOT REPRESENT THE ACTUAL SOIL COLORS

GNE

GROUNDWATER NOT ENCOUNTERED AT TIME OF DRILLING

N

STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT

N_s

STANDARD PENETRATION RESISTANCE USING AUTOHAMMER



ENCOUNTERED GROUNDWATER LEVEL



ENCOUNTERED PERCHED WATER LEVEL

50/2'

NUMBER OF BLOWS REQUIRED (60) TO ADVANCE SPLIT SPOON SAMPLER A SPECIFIC DISTANCE (2) INCHES

HW

SPLIT SPOON SAMPLE ADVANCED UNDER WEIGHT OF ROD AND HAMMER

HA

HAND AUGER



SHELBY TUBE SAMPLER

W

NATURAL MOISTURE CONTENT (%)

-200

FINES PASSING #200 SIEVE (%)

O.C.

ORGANIC CONTENT (%)

LL

LIQUID LIMIT

PL

PLASTIC LIMIT

LI

LIQUIDITY INDEX

C_u

APPROXIMATE COHESION VALUE (PSF) BASED ON POCKET PENETROMETER READINGS

K_v

SATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)

γ_d

DRY UNIT WEIGHT (PCF)

γ_m

ESTIMATED MOIST UNIT WEIGHT (PCF)

γ_b

ESTIMATED BUOYANT UNIT WEIGHT (PCF)

φ

ESTIMATED ANGLE OF INTERNAL FRICTION (DEGREE)

SAFETY HAMMER

GRANULAR SOILS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-3	VERY LOOSE
4-10	LOOSE
11-30	MEDIUM DENSE
31-50	DENSE
> 50	VERY DENSE

COHESIVE SOILS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-1	VERY SOFT
2-4	SOFT
5-8	MEDIUM STIFF
9-15	STIFF
16-30	VERY STIFF
> 30	HARD

AUTOMATIC HAMMER

GRANULAR SOILS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-2	VERY LOOSE
3-8	LOOSE
9-24	MEDIUM DENSE
25-40	DENSE
> 40	VERY DENSE

COHESIVE SOILS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
<1	VERY SOFT
1-3	SOFT
4-6	MEDIUM STIFF
7-12	STIFF
13-24	VERY STIFF
> 24	HARD



