

# CITY OF NAPLES, FLORIDA

## AGREEMENT (PROFESSIONAL SERVICES)

**Bid/Proposal No. 024-12**

**Contract No.** \_\_\_\_\_

**Project Name** 5<sup>th</sup> Avenue North Improvements

THIS AGREEMENT (the "Agreement") is made and entered into this **2nd Day of May, 2012** between the **City of Naples**, a Florida municipal corporation, (the "CITY") and **Surety Construction Company**, A Florida corporation, **28441 Tamiami Trail South, #109, Bonita Springs, Florida 34134**, (the "CONTRACTOR").

### WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

### ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **improving parking and landscaping along 5<sup>th</sup> Avenue North funded by Community Development Block Grant (CDBG) administered through Collier County**, and may be more fully described in the Scope of Services, attached as **Exhibit A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving

its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws.

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project

Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

**Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.**

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

### **ARTICLE THREE TIME**

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project must be completed **before September 30, 2012.**

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$71,213.78** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

#### **ARTICLE FIVE MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

#### **ARTICLE SIX INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

#### **ARTICLE SEVEN INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C** and made a part of this Agreement.

#### **ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right



of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE  
WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN  
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

**ARTICLE ELEVEN  
CONFLICT OF INTEREST**

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE TWELVE  
MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN  
NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

**City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: A. William Moss, City Manager**

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

**Surety Construction Company  
28441 Tamiami Trail South, #109  
Bonita Springs, FL 34134  
Attn: Herbert H. Hill, Jr, Executive Vice President**

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN  
MISCELLANEOUS**

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this

Agreement.

14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit D**.

**ARTICLE FIFTEEN  
APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

**CITY:**

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

By: \_\_\_\_\_  
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**CONTRACTOR:**  
SURETY CONSTRUCTION COMPANY  
A Florida Corporation

By: \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Witness

(CORPORATE SEAL)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Description of work: All work for the Project shall be construction in accordance with the Drawings and Specifications prepared by Gulfshore Engineering, Inc as per the bid and subsequent addendums. Plan specifications are attached as **EXHIBIT A-1**, Plan Drawings as **EXHIBIT A-2**.

Requirements of Selected Contractor:

- 1) The contractor is responsible for obtaining and paying for any permits required for this project and to furnish any stamped engineering drawings required for permitting.
- 2) A pre-construction meeting with Collier County and the City to review federal requirements is required.
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - The contractor agrees to comply with Executive Order 12549 "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government-wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.
- 4) Contractor and subs WILL be reviewed for debarment and suspension issues in both State and Federal databases. Contractor must supply a list of all subs and submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form listed as **EXHIBIT A-3**.
- 5) CONTRACTOR shall follow all Fair Labor Standard Provisions, CDBG supplemental guidelines, and SECTION 3 requirements provided in **EXHIBIT A-4**.
- 6) PROJECT REQUIREMENTS COMMUNITY DEVELOPMENT BLOCK GRANT: The following information is provided to bidders in advance of bidding in order to ensure that contractors bidding on this project fully understand the level of detailed associated with the Federal requirements related to this project's grant funding.
  - i. Job-Site Sign Posting: The selected Contractor shall post a 4' by 8' sign (plywood back panel) with letter size appropriate for the sign size and no less than 4-inches at the work site identifying the following: "This project is funded by a Community Development Block Grant in association with the City of Naples, the Housing & Human Services Dept. of Collier County, and the US Dept of Housing & Urban Development. In support of Equal Housing Opportunity."

## EXHIBIT A-1

- ii. Approval Process: The low bid approval process will require approval by the granting agency. No work shall be initiated until all contract documents are submitted and the contractor (and subs) are certified as not being debarred.
- iii. Bonding Requirements: The Contractor shall comply with the requirements of OMB Circular A-110 (Uniform Administrative Requirement for Federal Grants) and 24 CFR Part 84 in regard to any bid guarantees, performance bonds, and payment.
- iv. Former Projects: Failure to adequately complete any former CDBG funded project may have caused the construction company disbarment. Disbarred companies are not eligible for work under this contract.
- v. Reports: The Contractor shall submit detailed monthly progress reports to the City outlining the status of specific activities under the project. Each report must account for the total activity for which the Contractor is paid.
- vi. Davis-Bacon Act: The Davis-Bacon wage decision for this project is attached to this bid package (**EXHIBIT A-5**). For those employee positions listed in the wage decision, the Contractor shall comply with the listed wage determinations for this project. The contractor is responsible for subs Davis Bacon compliance and reporting.

**BID DOCUMENTS**

**for**

**5<sup>TH</sup> AVENUE NORTH IMPROVEMENTS**

**Prepared For:**

**CITY OF NAPLES  
CITY OF NAPLES FINANCE DEPT.  
735 8<sup>th</sup> STREET SOUTH  
NAPLES, FL 34102**

**January 2012**

## EXHIBIT A-1

### GENERAL REQUIREMENTS – SPECIAL CONDITIONS

- GR-1 SUMMARY / SCOPE OF WORK
- GR-2 DEFINITIONS
- GR-3 ABBREVIATIONS
- GR-4 USE OF PUBLIC STREETS
- GR-5 MAINTENANCE OF TRAFFIC
- GR-6 JOBSITE INSPECTIONS
- GR-7 CONTRACTOR'S ON THE JOB REPRESENTATIVE
- GR-8 ROCK EXCAVATION
- GR-9 DAMAGE TO FRONT YARDS, LANDSCAPING, IRRIGATION SYSTEMS & DRIVEWAYS
- GR-10 DAMAGE TO UTILITIES AND EXISTING STRUCTURES
- GR-11 ADJUSTMENT OF GRADES
- GR-12 CHEMICALS
- GR-13 SAFETY AND HEALTH REGULATIONS
- GR-14 PERMITS AND FEES
- GR-15 AIR AND WATER POLLUTION PREVENTION PROCEDURES
- GR-16 SURVEY REFERENCE POINTS
- GR-17 ENGINEERING LAYOUT REQUIREMENTS
- GR-18 REFERENCE TO OTHER SPECIFICATIONS
- GR-19 SUBMITTALS
- GR-20 AS-BUILT RECORDS
- GR-21 CONTROL OF MATERIALS
- GR-22 LIMITATION OF OPERATIONS
- GR-23 MEASUREMENT AND PAYMENT / BID ITEM DESCRIPTION LIST
- GR-24 PROTECTION OF WORK

### TECHNICAL SPECIFICATIONS

#### DIVISION 1 – GENERAL REQUIREMENTS SECTION

SECTION 01010- SUMMARY OF WORK

SECTION 01028- CHANGE ORDER PROCEDURES

## **EXHIBIT A-1**

### **DIVISION 2 – SITEWORK SECTION**

SECTION 02051- ASBESTOS WORK PLAN

SECTION 02105 - CLEARING, GRUBBING AND DEMOLITION

SECTION 02200 - EARTHWORK

SECTION 02211 - SITE PREPARATION AND GRADING

SECTION 02220 - STRUCTURAL EARTHWORK

SECTION 02225 - TRENCHING AND BACKFILLING

SECTION 02235 - ASPHALTIC PAVING, PRIME, BASE AND STABILIZED SUBGRADE

SECTION 02236 - SIGNING AND MARKING

SECTION 02725 - CURBS, GUTTERS AND SIDEWALKS

SECTION 02936 - SEEDING

SECTION 02938 - SODDING



## EXHIBIT A-1

### GENERAL REQUIREMENTS – SPECIAL CONDITIONS

#### GR-1 SUMMARY / SCOPE OF WORK

This work will include improvements to Anthony Park, and work in the 5<sup>th</sup> Avenue North right of way, adjacent to Cambridge Perry Park. The work will involve the construction of additional pavement and parking spaces as well as landscaping improvements consisting of sod, plantings and irrigation lines within street right of ways all lying within the City of Naples.

#### GR-2 DEFINITIONS

The terms used in these General Requirements are defined in the "STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT" prepared by Engineers Joint Contract Documents Committee, EJCDC No. C-700 (Formerly 1910-8), 2007 Edition.

#### GR-3 ABBREVIATIONS

Reference in the technical specifications to the specifications or requirements of technical societies, associations, organization" or bodies shall mean their most current specifications. These groups are identified in the technical specifications by the following abbreviations:

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute, Inc.
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
FDOT	Department of Transportation - State of Florida
UAM	Utility Accommodations Manual
EJCDC	Engineers Joint Contract Documents Committee

#### GR-4 USE OF PUBLIC STREETS

The use of public streets and roads shall be such as to provide a minimum of an inconvenience to the public and to other traffic. Any earth or other excavated materials spilled from trucks shall be removed by the Contractor and the streets and roads cleaned to the satisfaction of the owner.

#### GR-5 MAINTENANCE OF TRAFFIC

All safety precautions shall be taken and all traffic controls shall be furnished satisfactorily to the CITY and/or government agencies having jurisdiction, where partial or complete obstruction of highways, roadways, streets, drives or sidewalks is required in the performance of the work.

1. In advance of construction, the Contractor will submit a Maintenance of Traffic (MOT) plan to the City for each improvement project which will include detailed information on the phasing of work such that street traffic flow is maintained and residents are allowed usable driveway access to their homes at all times. The MOT will be based on the criteria provided by FDOT index 619, 621 and 623.
2. The Contractor will consult with the City and inform the City in advance of all construction phases in order to adequately coordinate operational aspects of this plan. The City will maintain final control over the specific times and operational traffic detours as may be required for construction. During traffic maintenance operations the Contractor shall provide suitably qualified traffic flagmen and operation personnel without language handicap and with ability to communicate and direct traffic flow on the job at all times. The Contractor will obtain the necessary approvals from local jurisdiction for any weekend or after hours work.

## EXHIBIT A-1

### GR-6 JOBSITE INSPECTIONS

The Contractor shall provide access to the project jobsite for the City and their representative as requested for inspection.

The authorized representatives and agents of the Environmental Protection Agency, South Florida Water Management District and Controlling State and Local Pollution Control Agencies shall be permitted to inspect all work, material and other relevant data records.

### GR-7 CONTRACTOR'S ON THE JOB REPRESENTATIVE

The Contractor shall provide and maintain suitably qualified supervisory personnel at the project site during working hours for the duration of construction. This person will be expected to have operational control, direct knowledge and understanding of the ongoing construction activity and be able to communicate without language handicap.

### GR-8 ROCK EXCAVATION

Whereas no hardpan, or rock layer, has been identified with the right of way or within the limits of construction, the Contractor is cautioned that the material to be excavated under this contract shall include earth, small rocks or any other material encountered in excavating to the depth and extent indicated on the drawings and herein specified.

If an interfering rock layer is uncovered it will need to be addressed and removed. Adjustments to the contract price will be covered under Unforeseen Conditions Remediation Lump Sum Items. In order to be considered for payment under this section, the Contractor shall give prior notification to the City before engaging in any such remedial work. Contractor will only proceed once the quantity estimates and value have been determined, agreement has been reached and the contract price adjusted accordingly.

### GR-9 DAMAGE TO FRONT YARDS, LANDSCAPING, IRRIGATION SYSTEMS & DRIVEWAYS

The Contractor is advised that this project will involve work within the Rights of Way (ROW). Hardscape features including (but not limited to) landscaping, mailboxes, driveways and irrigations systems may be impacted by construction. The following conditions shall apply during construction:

1. Inventory of existing conditions: Prior to commencement of construction activities, the Contractor will conduct a detailed inventory of the location of hardscape items within and adjacent to the construction zone. A video documentary is required for this inventory and will be kept by the Contractor for the duration of the project, and copies are to be provided to the Engineer and the representatives of the City. This material will be used as reference to verify that all work done is kept within the project limits and that any adjacent areas temporarily affected by this construction are fully restored to original conditions at the completion of work. If, as a result of changed conditions brought about by the new improvements, certain changes to adjacent yards, including grading, driveway configurations, tree and shrub locations, become unavoidable, the Contractor will notify the Engineer for instruction and approval to proceed.
2. Damage To Items Outside Project Limits: There is no construction work located outside of City owned rights of way or easements; therefore, the Contractor will be responsible for damage to all items lying outside the project limits and street right of way areas. This includes all sod and landscaping items. Damage shall be repaired and/or replaced, surfaces re-graded and restored to original conditions at the completion of work.
3. Damage To Items Within Project Limits: The project work zones include areas considered to be front yards. While located in the City ROW, private property owners are responsible for irrigation systems, sod, driveways, decorative lighting and mailboxes, among other things. The

## EXHIBIT A-1

Contractor will be responsible for re-installation, replacement or repair of any damage to these items, unless otherwise directed by the Engineer. These items shall NOT be covered by any lump sum contingency item in the bid tabulations.

It is noted that the project work zones may include trees and other landscaping that the City considers undesirable or desirable. Throughout this contract, the Contractor and the City's Engineer shall coordinate on the preservation, removal, or removal and replacement of landscaping within the ROW. The City's Project Engineer shall have final authority in this matter. A lump sum fixed cost has been added to the bid tabulation to address these landscape items that typically will include trees, shrubs, bushes, and other decorative vegetation. Sod, mulch and other ground cover is NOT included in this bid item and shall be included in other bid items as determined by the contractor.

Related Items: Open Field, Grading and Seeding -Anthony Park.

### GR-10 DAMAGE TO UTILITIES AND EXISTING STRUCTURES

The Contractor will note that all utilities are not shown on the plans.

Whereas, the scope of this work should not include impact to utilities, there exists underground Potable Water, Re-use Water, Irrigation, Sanitary Sewer, TV cable, Fiber-optic Lines, Telephone Lines, Power lines and associated utility facilities within the project limits. The Contractor shall adhere to Sunshine One Call and Florida Statute for the marking of utility locations throughout the project. Where utility conflicts exist, each utility owner shall be contacted by the Contractor well prior to conflict resolution. The construction plans show the location of known utilities and potential conflicts. If unknown utility conflicts exist, each utility owner shall be contacted and the Project Engineer, Contractor and Utility Owner shall remedy the unknown conflict at the time of discovery. Work may be done under this contract's Unforeseen Conditions Remediation Bid Item, or by the utility owner.

The following utility owners are required to relocate their utility line given due notice by the City:

- ✓ Florida Power & Light
- ✓ Comcast Cable
- ✓ TECO Gas
- ✓ Embarq Telephone

Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed however, and it shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities directly affected, or likely to be affected, by this work..

The Contractor will exercise extreme caution to eliminate any possibility of any damage to utilities lying within, and traversing, the project limits, as a result of construction activities. The Contractor shall hold the City harmless, and will be responsible for, and make good for all damage caused, by his construction operations to the above described utilities. The Contractor will be similarly responsible for all damage to any buildings, facilities, pavement or other existing structures which may be encountered, whether or not shown on the drawings, which lie beyond the limits of this Contract.

### GR-11 ADJUSTMENT OF GRADES

Adjustments of grades shown on drawings may be necessary to conform to actual field conditions or to maintain cover over existing utilities or unavoidable conditions. Such adjustments shall be considered part of the job conditions and no extra compensations will be allowed for such changes, except where specifically otherwise noted in the plans or specifications. Such adjustments must be approved by the Engineer prior to being executed.

## EXHIBIT A-1

### GR-12 CHEMICALS

All chemicals used during project construction, or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

### GR-13 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety & Health Regulations for construction promulgated under the Occupational Safety & Health Act of 1970, (PL 91-596) and under Section 107 of the Contract Work Hours & Safety Standards Act (PL 91-54).

All equipment furnished and installed under this contract shall comply with Part 1910, Occupational Safety & Health Standards & Amendments thereto.

### GR-14 PERMITS AND FEES

Construction in the City, County and State Department of Transportation rights-of-way will be governed by applicable City, County, State and Federal permits. All conditions set forth on the permits shall be a part of the contract and they shall be attached by addendum.

1. Unless otherwise specified, the Contractor shall obtain and pay for all permits and licenses related to his work, except as otherwise provided herein.
  - a. City of Naples ROW Permit is NOT required for this job.
2. Additional permitting that may need to be obtained by the Contractor may include, but not limited to:
  - a. Stormwater Pollution Prevention Plan (SWPPP) and NPDES construction permits (the SWPPP is included within the construction plans and may be used by the contractor)
  - b. Equipment transport permits
  - c. Dewatering permits
  - d. Others not provided herein.
3. The Contractor will be issued copies of all permits obtained by the CITY. The Contractor is responsible for posting a copy of the permits at the site and maintaining them at all times during construction. The Contractor shall be responsible for familiarizing himself with the permits and shall abide by the permit conditions at all times.

### GR-15 AIR AND WATER POLLUTION PREVENTION PROCEDURES

#### A. Water Pollution Control

Construction procedures shall include temporary pollution control measures to ensure that soil erosion which might cause water pollution is kept to a minimum. Such measures may consist of construction of berms, dikes, dams, drains and sediment basins, or use of fiber mats, woven plastic filter cloths, gravel mulches, quick growing grasses, sod, bituminous spray and other erosion control devices or methods.

1. Prior to the start of construction, the Contractor shall submit, for acceptance, his schedules for accomplishment of temporary erosion control and his plan for disposal of waste materials or other potential sources of pollution.
2. If temporary pollution control measures are ordered by the Engineer, the work shall be accomplished under the respective item of work subject to the limitations as defined in the contract's general provisions. If the work is such that no quantities or prices were given in the contract, the work shall be covered by a change order submitted by the Contractor and approved

## EXHIBIT A-1

by the Owner. Should the parties be unable to agree on unit prices, or if this method is impractical, the Engineer may instruct the Contractor to proceed with the work by day labor or other means consistent with Article 11.01.A, 11.01.B of the General Conditions.

3. In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls in a timely manner, then such work to be performed by the Contractor shall be at his own expense.
4. In case of repeated failures on the part of the Contractor to control erosion pollution, right is reserved to the Engineer to employ outside assistance to provide the necessary corrective measures. Such incurred costs, plus related engineering costs, will be charged to the Contractor and appropriate deductions made from the Contractor's progress payments.
5. All erosion control features installed by the Contractor shall be acceptably maintained by the Contractor during the duration of construction.

### B. Other Water Pollution Controls

1. At the conclusion of the work, all drainage inlets, drainage swales and ditches and other drainage flow conveyances shall promptly be cleared by the Contractor of false work, piling, debris, or other obstructions placed during construction.
2. The Contractor will exercise caution with the placement of barriers and erosion control devices so as not to block, or otherwise render inoperable roadway inlets, drainage swales and other drainage flow conveyances during the duration of construction. Refer also to related Sections in Technical Specifications and GR-26.

### C. Conflict with Other Controls

In the event of conflict between these requirements and pollution control laws, rules or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

## GR-16 SURVEY REFERENCE POINTS

The Contractor shall locate and reference the project survey control network and establish Benchmarks at appropriate intervals along the line of the project for use by the Contractor in establishing horizontal and vertical controls necessary for the construction. If the Contractor or subContractor destroys these locations, the Contractor shall re-establish these points.

The Contractor's stakeout work shall be included in the contract unit price for the various items of work to which it is incidental.

## GR-17 ENGINEERING LAYOUT REQUIREMENTS

The Contractor shall provide construction layout and staking. The work shall include performing all calculations required and setting all stakes needed, such as offset stakes, reference point stakes, slope stakes and other reference marks or points necessary to provide lines and grades for construction of all improvements.

1. All elevations shown on the civil plans are referenced in NGVD 1929. All staking work will be done in accordance with approved civil plans in NGVD 1929 Datum.
2. The Contractor shall be responsible for the placement and preservation of adequate ties and reference to all control points, whether established by him or found on the project, necessary for the accurate reestablishment of all base lines or centerlines shown on the Plans.

## EXHIBIT A-1

3. Anthony Park-Open Field re-grading prior to Seeding / Sodding: The Contractor shall provide grade stakes sufficiently spaced to ensure grading scheme per plans. These stakes will be removed after acceptance of final grades by the Engineer or the City's representative. The contractor is cautioned that this open field will be encumbered with irrigation lines and appurtenances arrayed in a grid pattern (approximately 25 feet on center). Irrigation is to be maintained during the re-grading operation and heads will be re-adjusted as required at the completion of the job.

### GR-18 REFERENCE TO OTHER SPECIFICATIONS

Reference to F.D.O.T. Specifications shall mean the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated January 2007. Where F.D.O.T. Section cited contains references to other Sections, they shall also be included as though cited herein. Where F.D.O.T. Specifications refer to the "Engineer", "Engineer of Tests", or "Division of Tests", it shall be understood to mean the Engineer of the OWNER as such in the Agreement. Where F.D.O.T. Specifications refer to the "Department", it shall mean the Engineer of Record. In case of conflict between the referenced F.D.O.T. Specifications and the Contract Documents, the Contract Documents shall govern.

Reference to A.A.S.H.O. and A.S.T.M. are to the latest editions of published Tests of the American Association of the State Highway and Transportation Officials and the American Society for Testing Materials, respectively.

### GR-19 SUBMITTALS

1. Submittals to the City will include, as a basis for approval of the use of materials for incorporation in the work, the following items:
2. Shop Drawings for all proposed materials, structures and piping.
3. Schedule of Construction activities.
4. Maintenance of Traffic plans as specified in GR-5.
5. Copies of all permits obtained by the Contractor.
6. Survey as-builts as specified in GR-20.
7. Product data and manufacturer's information on specific equipment proposed to be incorporated into the work.
8. Landfill delivery tickets.
9. Rip rap delivery tickets.
10. Water Quality monitoring and any test results as required by permits.
11. Laboratory test results and delivery tickets for borrow fill material.
12. In-place field density tests.
13. Tags from grass seed bags.
14. Soil ph tests.
15. Documentations of any official compliance Notice of Violations, as well as documented evidence of submittals or paperwork submittals to resolve these issues consistent with permit requirements.

### GR-20 AS-BUILT RECORDS

At the end of the project, the Contractor will submit to the City a certified as built site survey showing Benchmarks, and Coordinates and Elevations of the completed work.

1. At the conclusion of the work, all Benchmarks and as-built information will be referenced in NGVD 1929.
2. The as-built survey will locate and identify the elevation of all drainage structures and inlets within the limits of construction. Information to be provided will include grates and inverts and Benchmarks.

## EXHIBIT A-1

3. The Contractor shall provide eight (8) signed and sealed surveys. As-built survey information will include design and constructed features and all Benchmarks. One (1) CD will be submitted including as-built designs.

### GR-21 CONTROL OF MATERIALS

The Control of Materials shall conform to F.D.O.T. Specifications, Section 6.

### GR-22 LIMITATION OF OPERATIONS

Limitation of operations shall conform to F.D.O.T. Specifications in Section 8-4.1 through 8-4.7.

### GR-23 MEASUREMENT AND PAYMENT

Measurement and Payment shall conform to F.D.O.T. Specifications, Section 9 unless otherwise set forth in the Technical Specifications. In case of conflict between the referenced F.D.O.T. Specifications and the Contract Documents, the Contract Documents shall govern.

It should be understood that quantities shown on Bid Tabulation Sheets are estimates. The Contractor is expected to confirm these quantities; if a recalculation of these quantities is not indicated, this will be interpreted as an agreement with these estimates.

The following DESCRIPTION LIST is applicable to specific items referenced in the Bid Tabulation Sheets:

Des-1: Site Prep- Clearing Turf Layer Removal - This item includes the clearing, grubbing, removal and disposal of the top layer to a depth of approximately three inches(3“). This material will include turf, roots, dirt and debris from areas lying within the intended limits of construction. Contractor will use handwork as necessary, and where necessary, to avoid damage to utilities and other appurtenances within the right of way. This item also includes the proper protection and shoring of any obstructing infrastructure which is intended to remain in place, such as curbing, pavement, buildings, sewers, meters, drains, pipes, light poles, power poles, etc. This item specifically includes demolition within City-owned easements and rights-of-way.

Des-2: Site Prep- Replace Topsoil Layer - This item includes the replacement of topsoil layer resulting from clearing, grubbing operations outlined in previous section Des -1. This replacement material will be topsoil of type and quality suitable for planting as indicated on landscape plans. It will be placed, graded as required in preparation for planting. Contractor will use handwork as necessary, and where necessary, to avoid damage to utilities and other appurtenances within the right of way.

Des-3: Replace Unsuitable Soils - This item includes the replacement of unsuitable soils and topsoil within the right of way and construction limits. The Contractor is cautioned that the material to be excavated under this contract shall include earth, small rocks or any other material encountered in excavating to the depth and extent indicated on the civil and landscape drawings and herein specified.

The presence of any soils and topsoils deemed unsuitable; either for use as roadway base material - within areas so designated, or for planting - if found within designated landscape areas, will need to be addressed. The Contractor will remove and replace unsuitable soils in these locations with appropriate fill or other suitable planting soil. Adjustments to the contract price will be covered under Replace Unsuitable Soils - Lump Sum Item. In order to be considered for payment under this section, the Contractor shall give prior notification to the City before engaging in any such remedial work.

## EXHIBIT A-1

Contractor will only proceed once the quantity estimates and value have been determined, agreement has been reached and the contract price adjusted accordingly.

Des-4: Offstreet Parking-5<sup>th</sup> Ave North- Crushed shell - This item includes the placement of a crushed shell layer to serve as a temporary parking space along the edge of pavement of 5<sup>th</sup> Avenue North. This material will be placed and rolled to a uniform layer three (3") inches thick and will be located where indicated on Landscape plans.

Des-5: Not Used

Des-6: Not Used

Des-7: Not Used.

Des-8: Unforeseen Conditions Remediation Allowance – Throughout construction, unforeseen conditions may arise that require immediate or eventual attention. Where these unforeseeable situations occur and they cannot be covered by an existing line item within the bid, the Project Engineer may request that the Contractor's submit a cost estimate for work to manage the unforeseen condition. The Project Engineer may also request comparable cost estimates from other qualified construction companies. Use of this item shall adhere to Section 01028 Change Order Procedures.

### GR-24 PROTECTION OF WORK

The Contractor and its agents shall take reasonable precautions and maintain reasonable safeguards to protect the SITE DEVELOPMENT WORK against loss or damage including, without limitation, bracing and reinforcing where necessary and providing guards, locks, fences, signs, barricades, lights and such other warning and security devices where appropriate.



TECHNICAL SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Description of Work
- B. Contractor's Use of Site
- C. Work Sequence
- D. City Occupancy
- E. Protection of Existing Utilities

1.2 DESCRIPTION OF WORK

- A. General: The work to be done under this Contract is shown on the drawings and specified in Contract Documents.
- B. The Work Includes:
  - 1. Furnishing of all labor, material, superintendence, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, product certifications, inspections, services and other means of construction necessary or proper for performing and completing the work.
  - 2. Sole responsibility for adequacy of plant and equipment.
  - 3. Maintaining the Work area and site in a clean and acceptable manner.
  - 4. Maintaining existing facilities in service at all times.
  - 5. Protection of finished and unfinished Work.
  - 6. Repair and restoration of Work or existing facilities damaged during construction.
  - 7. Furnishing as necessary proper equipment and machinery, of a sufficient capacity, to facilitate the Work and to handle all emergencies normally encountered in Work of this character.
  - 8. Furnishing, installing, and protecting all necessary guides, track rails, bearing plates, anchor and attachment bolts, and all other appurtenances needed for the installation of the devices included in the equipment specified. Make anchor bolts of appropriate size, strength and material for the purpose intended. Furnish substantial templates and shop drawings for installation.
- C. Implied and Normally Required Work: It is the intent of these Specifications to provide the CITY with complete operable systems, subsystems and other items of Work. Any part or item of Work, which is reasonably implied or normally required to make each installation satisfactorily and completely operable, is deemed to be included in the Work and the Contract Amount. All miscellaneous appurtenances and other items of Work incidental to meeting the intent of these Specifications are included in the Work and the Contract Amount even though these appurtenances may not be specifically called for in these Specifications.
- D. Quality of Work: Regard the apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished as meaning that only the best general practice is to prevail and that only

## EXHIBIT A-1

materials and workmanship of the best quality are to be used. Interpretation of these specifications will be made upon this basis.

### 1.3 CONTRACTOR'S USE OF SITE

- A. In addition to the to the requirements of the Supplemental Terms and Conditions, limit use of site and premises for work and storage to allow for the following:
  - 1. Coordination of the Work under this CONTRACT with the work of the other contractors where Work under this CONTRACT encroaches on the Work of other contractors.
  - 2. City occupancy and access to operate existing facilities.
  - 3. Coordination of site use with CONSULTANT.
  - 4. Responsibility of protection and safekeeping of products under this CONTRACT.
  - 5. Providing additional off-site storage at no additional cost to the CITY as needed.
  
- B. Use of the Premises: Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonable encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

### 1.4 WORK SEQUENCE

- A. Construct work in stages to accommodate the CITY'S use of premises during construction period and in accordance with the limitations on the sequence of construction specified. Coordinate construction schedules and operations with CONSULTANT.
  
- B. Coordinate work of all subcontractors.

### 1.5 CITY OCCUPANCY

- A. If so requested by the City, the Contractor shall provide the means to allow CITY to occupy premises during entire period of construction and will cooperate with the CITY'S representative in all construction operations to minimize conflict, and to facilitate CITY usage.
  
- B. Conduct operations with the least inconvenience to the general public.

### 1.6 PROTECTION OF EXISTING UTILITIES

- A. In case of damage to existing utilities caused by construction activities, the Contractor contact the owner of the utility or appropriate City department (Water or Wastewater) immediately and repair any damage to existing utilities caused by construction activities in coordination with or as directed by the owner of the utility.

The 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 Sub-section as the "utilities". The 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. The Contractor shall schedule and coordinate his work

## EXHIBIT A-1

around any such relocation or temporary service interruption. The Contractor shall be responsible for properly shoring, supporting and protecting all utilities at all times during the course of the work.

The Contractor shall conduct his work at all times such that adequate drainage is provided and shall not interfere with, or block, existing, functioning drainage facilities such as lake outfalls, culverts, gutters, ditches, roadway inlets, or other drainage appurtenances. Existing fire hydrants adjacent to the project shall be kept accessible for fire apparatus at all times and no material or equipment shall be placed within 25 feet of any hydrant.

### PART 2 PRODUCTS

Not Used

### PART 3 EXECUTION

- A. Starting Work: Start work within 10 calendar days following the date stated in the Notice to Proceed and execute with such progress as may be required to prevent delay to other contractors or to the general completion of the project. Execute work at such items and in or on such parts of the project, and with such forces, material and equipment, as to complete the work in the time established by the Contract. At all times, schedule and direct the work so that it provides an orderly progression to completion within the specified time for completion. The Contractor shall obtain all necessary building permits prior to commencement of work. The Contractor shall become familiar with the requirements of all permits prior to start of work.
- B. Intent of Contract Documents: 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 reasonable by inferred from the Contract Documents as being required to produce the intended result shall be supplied 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 specification, 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 affect at the time the Work is performed, except as may be otherwise specifically stated herein.

If, before or during the performance of the work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report same to the Engineer in writing, and before proceeding further with any work in the affected area, shall obtain a written interpretation or clarification from the Engineer. 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.

Construction plans and 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 other Contract Document provisions,

## EXHIBIT A-1

Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Engineer.

Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, filler, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation, shall be furnished and installed as part of the Work, whether or not called for in the Contract Documents.

- C. Investigation and Utilities: Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, 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 quantity 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.

- D. Schedule: The Contractor shall, within ten (10) calendar days after receipt of the Notice of Award, prepare and submit to the Engineer, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the Engineer's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below.

The Engineer's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the City's obligation to pay the Contractor .

- E. Submittals and Substitutions: The Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. The Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the City if sufficient information is submitted by Contractor to allow the City to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by the City from anyone other than Contractor and all such requests must be submitted by Contractor to the Engineer within thirty (30) calendar days after Notice of Award is received by Contractor.

## EXHIBIT A-1

If the Contractor wishes to substitute furnishing or use a substitute item of material or equipment, Contractor shall make application to the Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents( or in the provisions of any other direct contract with the City for the Project) to adapt the design to the proposed substitute and whether or not the incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute.

The Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Engineer, if Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

The procedure for submission to and review by the Engineer shall be the same as those provided herein for substitute materials and equipment. The Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Engineer's and the City's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- F. Daily Report, As-Built and Meetings: Unless waived in writing, the Contractor shall complete and submit to the Engineer on a weekly basis a Daily Log of the Contractor's work for the preceding week in a format approved by the Engineer. The Daily Log shall document all activities of Contractor at the Project site including, but not limited to, the following:
1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
  2. Soil conditions which adversely affect the Work;
  3. The hours of operation by Contractor's and subcontractor's personnel;
  4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
  5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
  6. Description of Work being performed at the Project site;
  7. Any unusual or special occurrences at the Project site;
  8. Materials received at the Project site;
  9. A list of visitors to the Project site;

## EXHIBIT A-1

10. Any problems that might impact either the cost of quality of the Work or the time of performance.

The Daily Log does not constitute, nor take the place of, any notice required to be given by Contractor to the City pursuant to the Contract Documents. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to; all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Engineer, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services.

All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two(2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color.

The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the Engineer for reference. Upon completion of the Work and as a condition precedent to the Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to the Engineer by the Contractor. The Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement, or the date the Project is completed, whichever is later. The City, or its duly authorized agents, or representatives of the City, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

- G. Contract Time and Time Extensions: In the event that the Contractor is obstructed or delayed in the prosecution of or in the completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, the Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right to which Contractor may have had to request a time extension. Unforeseeable causes of delay applicable under this section include, but are not restricted to; acts of God, or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation and strikes or lockouts.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the 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 Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

## EXHIBIT A-1

- H. **Changes in Work:** The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the City, and the City shall not be liable to the Contractor for any increased compensation without such written order.
- I. **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 the 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.

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. Likewise, the City shall continue to make payments in accordance with the contract Documents during the pendency of any Claim.

- J. **Other Work:** The 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. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. 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 within forty-eight (48) hour 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.

Contractor shall afford each utility owner and other Contractor who is a party to such a direct contract ( or the City, if the City is performing the additional work with the City's employees) proper and safe access to the site and a reasonable opportunity for 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 Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the City and such utility owners and other contractors.

If any part of Contractors' Work depends for proper execution or results upon the work of any other Contractor or utility owner (or the City), Contractor shall inspect and promptly report to the

## EXHIBIT A-1

Engineer in writing and 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.

- K. Compliance with Laws: Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statues, ordinances, rules regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes); and Asbestos-containing materials. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Engineer in writing.
- L. Assignment: Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.
- M. Permits, Licenses and Taxes: Pursuant to Sections 218.80 F.S., the City will pay for all permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work through an internal budget transfer(s). Contractor is not responsible for paying for permits issued by the City of Naples, but is responsible for acquiring all permits.

All Permits, fees and licenses necessary for the prosecution of the Work which are not issued by the City shall be acquired and paid for by the Contractor unless otherwise noted.

- N. Termination and Default: Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor : (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Engineer or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove material or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes laws , ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

The City shall notify Contractor in writing of Contractor's default(s). If the City determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the City, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the City, in its sole discretion, may choose.

If the City deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies



## EXHIBIT A-1

expended and all of the costs, losses, damages and extra expenses (including Engineer and attorney's fees) or damages incurred by the City incident to such completion, shall be deducted from the Contract Amount, Contractor agrees to pay promptly to the City on demand the full amount (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the City to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor, shall be approved by the Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

The Liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after Notice of Termination of contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the City shall be the same as and limited to those afforded Contractor under "completion" section below.

- O. Termination for Convenience and Right of Suspension: The City shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the City shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld, and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

The City shall have the right to suspend all or any portions of the Work upon giving the Contractor not less than two (2) calendar days prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. Under no circumstance shall the Contractor be entitled to any additional compensation or damages, unless however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

- P. Completion: When the entire work (or any portion thereof designated in writing by the City) is ready for its intended use, the Contractor shall notify the Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that the Engineer issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the City, Contractor and Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the City and Engineer do not consider the Work (or designated portion) substantially complete, the Engineer shall notify Contractor in writing giving the reasons therefore. If the City and Engineer consider the Work (or designated portion) substantially complete, the Engineer shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or

## EXHIBIT A-1

designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The City shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the City shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

Upon receipt of written certification by the Contractor that the Work is completed in accordance with the Contract documents and is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Engineer will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspection, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, the entire balance found to be due the Contractor is now due and payable.

Neither the final payment nor the retainage shall become due and payable until Contractor submits: all data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the City. The City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Engineer may have issued his recommendations. Unless and until the City is completely satisfied, neither the final payment nor the retainage shall become due and payable.

- Q. Warranty: Contractor shall obtain and assign to the City all express warranties given to the Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the project. The Contractor warrants to the City that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after final completion, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the City is entitled as a matter of law.

- R. Supervision and Superintendents: Contractor shall plan, organize, supervise, schedule, monitor, direct and control the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. The Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the Engineer except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the

## EXHIBIT A-1

Contractor. The City shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

- S. **Protection of Work:** The Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made if the Contractor, or any one for whom Contractor is legally liable for, is responsible for any loss or damage to the Work, or other work or materials of the City or the City's separate contractors. Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.
- Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it. The Contractor shall not disturb any benchmark established by the Engineer with respect to the Project. If the Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Engineer's benchmark, Contractor shall immediately notify the City and Engineer. The Engineer shall re-establish the benchmark and Contractor shall be liable for all cost incurred by the City associated therewith.
- T. **Emergencies:** In the event of an emergency affecting the safety or protection of persons or Work or property at the Project site or adjacent thereto, the Contractor, without special instructions or authorization from the City or Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give Engineer written notice within forty-eight (48) hours after the occurrence of such emergency, if Contractor believes that after the occurrence of the emergency has caused significant changes in the Work or variations from the Contract Documents. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the change or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.
- U. **Project Meetings:** Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the Engineer and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Engineer or the City with respect to the project, when directed to do so. The Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the City, or Engineer.
- V. **Traffic Control Plan:** A traffic control plan to support the Contractor's operations shall be submitted at least seventy-two (72) hours prior to commencing work that shall conform to the Florida Department of Transportation's "Manual on Traffic Control and Safe Practices" which shall be obtained by the Contractor at his expense.
- W. **Hours of Work:** Work within the travelled way of the project shall commence no earlier than 7:00 a.m. local time and be completed no later than 7:00 p.m. local time. Hours of work may be altered any time at the discretion of the City.
- X. **Tax Exemption:** The City Naples is exempt from the payment of sales or use tax. The tax exemption certificate number is: 85-8012621645C-0.

## EXHIBIT A-1

### PART 4 SAFETY

- A. Contractor shall be responsible for initiating, maintaining and supervision all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. All employees on the Work and other persons and/or organizations who may be affected thereby;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
  - 3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.
  
- B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility-owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by The City has occurred.
  
- C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to The City.

END OF SECTION  
01010-14

TECHNICAL SPECIFICATIONS

SECTION 01028

CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.1 SCOPE

- D. This Section describes the procedures for processing Change Orders by the Professional and the Contractor.

1.2 CHANGE ORDER PROCEDURES

- B. Change Order by Professional: The Professional may issue a Proposal Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor will prepare and submit an estimate within ten (10) days.
- C. Change Order by Contractor: The Contractor may propose a change by submitting a request for change to the Professional, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors.
- D. Contractor Documentation:
  - 4. Maintain detailed Records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the work.
  - 5. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
  - 6. On request, provide additional data to support computations:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance and bonds
    - c. Overhead and profit
    - d. Justification for any change in Contract Time
    - e. Credit for deletions from Contract, similarly documented
  - 7. Support each claim for additional costs, and for Work completed on a time and material basis, with additional information:
    - f. Origin and date of claim
    - g. Dates and times work was performed and by whom.
    - h. Time records and wage rates paid
    - i. Invoices and receipts for products, equipment, and subcontracts, similarly documentedQuantities of products, labor, and equipment.

## EXHIBIT A-1

- E. Construction Change Directive: The Professional may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time. The change in Work will be promptly executed.
- F. Format: The Professional will prepare five (5) originals of the Change Order using the *Change Order Form*.
- G. Types of Change Orders:
1. Stipulated Sum Change Order : Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by the Professional
  2. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not predetermined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.
  3. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Standard Form of Agreement Between the Owner and the Contractor. The Professional will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. The Contractor shall maintain detailed records of Work accomplished on Time and Material basis and shall provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the work.
  4. Execution of Change Order: The Professional will issue Change Orders for signatures of parties as provided in the Standard Form of Agreement Between the Owner and the Contractor. Final execution of all Change Orders requires approval by the Owner.
- H. Correlation of Contractor Submittals: The Contractor shall promptly revise *Schedule of Values* and the *Application for Payment* forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit. Promptly enter changes in Project Record Documents.

END OF SECTION

01028-2

## EXHIBIT A-1

### SECTION 02051

#### ASBESTOS WORK PLAN

#### REPAIR, REMOVAL AND MAINTENANCE OF ASBESTOS-CONTAINING CEMENTITIOUS PIPES (April 20, 2010)

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- I. The following work plan is for the repair, removal and maintenance of asbestos cement pipe (AC). This work plan should be considered as minimal guidelines for the disturbance of the material. The Contractor shall utilize all appropriate controls and work practices necessary to protect workers, people in the vicinity of the work area, and the environment, regardless of the inclusion or exclusion of this work plan. Contractor questions should be resolved prior to the start of the abatement project
- J. The primary concerns and considerations of these work practices is the protection of human health and the environment, as well as to minimize the Owner's and Contractor's liability exposure before, during and after the abatement.
- K. City of Naples [Owner] shall employ independent personnel; referred to as the Contractor, for the purpose of repair, removal and maintenance of AC pipe within the project limits as designated on the Plans or as directed by the Engineer.

##### 1.02 OWNER INDEMNIFICATION

- A. The Contractor shall indemnify, defend and save the Owner harmless from 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 the work associated with the project. The Contractor shall defend on behalf of the Owner, severally, or Owner and Contractor jointly any claim or action for or arising out of the foregoing. The monetary limitation on the extent of indemnification pursuant to this paragraph shall be \$1 Million per occurrence.

The Contractor shall indemnify, defend and save the Owner harmless against all damages, losses and claims resulting from the activities, or lack of activities associated with the project. The Contractor shall defend on behalf of the Owner, severally, or Owner and Contractor jointly any claim or action for or arising out of the foregoing. The monetary limitation on the extent of indemnification pursuant to this paragraph shall be \$1 Million per occurrence.

##### 1.03 GENERAL REGULATORY REQUIREMENTS

- A. The following REGULATIONS, CODES and STANDARDS will apply:
  5. Title 29, Code of Federal Regulations, Section 1910.134 and 1926.1101 Occupational Safety and Health Administration (OSHA), US Department of Labor.
  6. Title 40, Code of Federal Regulations, Part 61, Subparts A and M, National Emission Standards for Hazardous Air Pollutants. US Environmental Protection Agency (EPA).

## EXHIBIT A-1

7. State of Florida's Administrative Code 62-204.800. US EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).
8. State of Florida, Chapter 62-257, Florida Administrative Code.
9. Florida Statutes, Chapter 469, Licensing Requirements (Exemptions 469.002)
10. State of Florida, City of Naples Codes and Ordinances as applicable.

### 1.04 CONTRACTOR QUALIFICATIONS & REQUIREMENTS

- A. The Contractor shall comply with all regulations, Codes and Standards. These shall include, but are not limited to all requirements referenced under this Section [Section 02051-1.03].
- B. The Contractor, and persons employed by the Contractor, engaged in work outlined under this Section, will be persons of known Competence\* and possessing minimum qualifications and equipment as referenced below:

#### 1. STAFF - SUPERVISORS:

All work will be supervised by a qualified individual meeting the requirements of a Competent Person\* and possessing the following minimum qualifications and training:

- Satisfactory completion of an Asbestos Abatement Project Supervisor course
- Medical Examination for respirator use
- Fit test for respirator type
- Training in the maintenance, repair and removal of AC pipe

\* A Competent Person is capable of identifying existing asbestos hazards at the work place, determine if a Negative Exposure Assessment (NEA) exists, is qualified to train other workers, and has the authority to take prompt corrective measures to eliminate a hazardous exposure. In addition the competent person must be trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for Supervisor.

#### 2. STAFF - WORKERS:

Any direct Contact with AC pipe will be performed by qualified workers possessing the following minimum qualifications and training:

- Satisfactory completion of an OSHA Class II Worker course\*\*
- Medical examination for respirator use
- Fit test for respirator type
- Training in the maintenance, repair and removal of AC pipes

\*\* Class II Training Requirements must be met for work involving building materials including roofing, flooring, siding materials, ceiling tiles or transite panels training shall include at a minimum the elements in paragraph 29 CFR 1926.1101 (k) (9)(iv)(A) and specific work practices and engineering controls set forth in paragraph (g). It shall include hands-on training and it is to be at least eight (8) hours in length.

An Annual refresher course work is required.

#### 3. REQUIRED STAFF EQUIPMENT:

Personal Protective Equipment (PPE) for each worker will include hard hat, steel toed shoes, disposable protective clothing, respiratory protection and high visibility reflective vests. Respirators shall be fitted with a P-100 filtering cassette. (The use of disposable protective clothing, and respiratory protection will be determined by the establishment of a Negative Exposure Assessment [NEA] and continual personnel air monitoring).

## PART 2 PRODUCTS



## EXHIBIT A-1

### 2.01 MATERIALS

- A. The repair, removal and maintenance of Asbestos-Containing (AC) Cementitious pipes.

## PART 3 EXECUTION

### 3.01 PRE-CONSTRUCTION PROCEDURES

#### A. CONTROLLING GOVERNMENT REGULATION

OSHA's Construction Industry Standard for Occupational Exposure to Asbestos Subpart Z, 29 CFR 1926.1101 Asbestos.

#### B. EMPLOYER / OWNER REQUIREMENTS

Prior to commencing the demolition and removal of the AC pipe, the Contractor will review the project Work-Site and follow procedures and protocols outlined below:

1. Determine by thorough inspection, the existence and the extent of an ACM.
2. Give written notice to appropriate governmental agency at the beginning of abatement activity.
3. Conduct an Initial Exposure Assessment (IEA) test plan or baseline report, which complies with the criteria in Paragraph (f)(2)(iii) of the above referenced controlling government regulations (section), and which demonstrates that the employees' exposure to airborne asbestos fibers during removal of the Asbestos-Cement (AC) pipe is expected to be consistently below the Permissible Exposure Levels (PELs) i.e. exposure must be less than 0.1 fiber/cubic centimeter (CC) of air for an eight (8) hour time-weighted average limit (TWA), and less than 1.0 fiber/cc of air as averaged over a sampling period of thirty (30) minutes, all as determined by the method prescribed in Appendix A to the referenced section, or by an equivalent method and therefore, the employer intends to do the AC pipe removal through the use of Negative Exposure Assessments (NEAs).

#### C. FDEP NOTIFICATION BY CONTRACTOR

Prior to commencing work a Ten (10) day NESHAP notification (DEP Form 62-257.900(1) Effective 10-12-08) must be submitted to the Florida Department of Environmental Protection (FDEP) office located at the following address:

FDEP Air Resource Management  
2295 Victoria Avenue, Suite 364  
P.O. Box 2549  
Fort Myers, Fl. 33902-2549

This form can be accessed online at:

[http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62\\_257\\_900\(1\).pdf](http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62_257_900(1).pdf)

### 3.02 REMOVAL PROCEDURES FOR ASBESTOS-CEMENT (AC) PIPE

#### A. CONTROLLING GOVERNMENT REGULATION

This work activity is identified as a Class II asbestos removal activity by OSHA's Subpart Z, 29 CFR 1926.1101., with the AC pipe removal being done utilizing a valid Negative Exposure Assessment (NEA).

#### B. PREPARATION

The following procedures will be followed in the removal of asbestos (AC) pipe.

1. Prior to commencement of work , Contractor will notify FDEP as per Section 02051- 3.01(C) .

## EXHIBIT A-1

2. Establish a regulated work area (RWA) using barricade tape.
  3. Provide a hand/face wash station at the entry point to the RWA.
  4. Post as asbestos warning signs at the RWA entry point.
  5. Establish a waste load-out area attached to the RWA.
  6. Once an RWA is established and work begins, no access should be permitted without the required personal protective equipment.
  7. by thorough inspection the existence and the extent of an ACM.
- C. **AIR MONITORING & SAMPLING OF EXPOSURE TO AIRBORNE ASBESTOS FIBERS**  
As the work begins, the Competent person (or third party consultant) must conduct and record objective data to confirm the Initial Exposure Assessment (IEA), and that the specific job-site work activity confirms the findings of the IEA, and that the PELs are not being exceeded for this work activity. Sampling procedure will develop as outlined:
1. Machine excavate to expose AC pipe.
  2. Hand excavate areas under pipe where cuts/breaks are planned.
  3. Excavation operations should be carefully executed so that pipe damage does not occur prior to removal.
  4. This work activity is identified as a Class II asbestos removal activity by OSHA's Subpart Z, 29 CFR 1926.1101., with the AC pipe removal being done utilizing a valid Negative Exposure Assessment (NEA).
- D. **ABANDONEMENT OF AC PIPES**  
AC pipes can be abandoned in-place, Contractor will follow procedures and protocols outlined below:
1. Fill-in the section of pipes to be abandoned with a grout/cement slurry.
  2. Record the location of the pipes on the master drawing with reference to the right-of-way.
  3. At no time will bursting, crushing, grinding or pulverizing to the AC pipe be conducted.
- E. **REMOVAL OF AC PIPES**  
Removal of AC pipes will follow procedures and protocols outlined below:
1. All pipe cutting or breaking operations require adequate wetting with potable water to prevent AC materials from being crumbled by hand pressure and to keep the asbestos fibers from becoming air-borne (friable).
  2. Plan pipe cuts/breaks as necessary to accommodate the size/weight of pipe being removed.
  3. Use hammer or wheel-type pipe cutter (or equivalent tool) to make the initial cut and drain the pipe of residual liquids. If gas powered cutters are to be used they should be connected to a HEPA filtered vacuum and used in a manner that will not create elevated airborne fibers. If a gas powered cutter is utilized that is not connected to a HEPA filtration system, the work area should be contained to prevent the release of airborne fibers. In addition, a sufficient supply of water shall be applied to the cut point to further prohibit the release of asbestos fibers. A layer of 6 mil polyethylene should be placed beneath the cut point to contain the debris that will be generated. The debris shall be collected and treated as asbestos-containing waste.
  4. Remove pipe sections at joint collars by breaking them with a sledgehammer, or cutting them with a wheel-type pipe cutter (soil pipe cutter).
  5. Where pipe re-connection is required, trim pipe ends in a manner that will not cause asbestos fibers to become airborne. Any debris that is generated shall be collected and treated as asbestos-containing waste.
  6. When applicable, remove pipe sections from trench in an "intact" condition. Wet and containerize waste materials as you go. Using lifting straps and methods that do not damage the pipe, remove the material from the trench.

**EXHIBIT A-1**

7. WASTE PIPES: The pipe should be placed in a leak-tight waste container. An alternative option would be to wrap each section of pipe with two layers of 6 mil polyethylene. For both options water should be applied to each section of pipe to ensure that the pipe segment is thoroughly wet before it is contained.

8. Identify AC materials and stockpile the waste in a designated load-out area with the following label warnings: (The label must also identify the generator of the AC Pipe waste).

DANGER: Contains Asbestos Fibers Avoid  
Creating Dust Cancer and Lung Disease Hazard

**F. TRANSPORTATION OF ASBESTOS WASTE**

Asbestos-containing waste shall be disposed of in a timely manner at a Class I Landfill.

1. All waste must be disposed of within a Thirty (30) day period from the time of removal.
2. A Waste Shipment Record must be provided for each shipment.

**G. REFERENCES**

Underground Contractors Association of Illinois Best Practices for Removing Asbestos Cement Pipe April 14, 2003

CONTRACTOR ACKNOWLEDGES THE REQUIREMENTS UNDER THIS SECTION

Signed: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

END OF SECTION

02051-5

SECTION 02105

CLEARING, GRUBBING AND DEMOLITION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The labor, materials, tools, equipment, supervision, to perform all site work specified in this section consisting of the clearing, grubbing, demolition and disposal of all material and debris for the areas within the project limits as designated on the Plans or as directed by the Engineer.
- B. Clearing defined is the removal from the ground surface and the disposal, within the designated areas, of trees, brush, shrubs, down timber, decayed wood, other vegetation, rubbish, and debris as well as the removal of fences.
- C. Grubbing defined is the removal and disposal of all stumps, buried logs, roots larger than 1-1/2", matted roots and organic materials.
- D. Contractor will repair at his expense all damage to structures outside the work area. The City will not be responsible for the condition of any items to be removed, salvaged or for any breakage beyond limits of construction.
- E. This section will include demolition , razing and disposal of fences, sidewalks, driveways, pavements, storm structures and piping as required per plan or as directed by the Engineer.

1.02 REFERENCES

- A. Standard site clearing and grubbing, in accordance with FDOT Specification Section 110.2.

PART 2 PRODUCTS

2.02 MATERIALS

- B. Demolition debris: Pavement and concrete rubble, landscaping debris and rubbish resulting from demolition operations.
- C. Hazardous materials: If hazardous materials are encountered during demolition operations, the Contractor shall comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

## EXHIBIT A-1

### PART 3 EXECUTION

#### 3.03 GENERAL

- A. The Areas shown on the Plans to be cleared, grubbed and demolished under this Section shall be staked by the Contractor and approved by the Engineer before work begins. The clearing, grubbing and demolition shall be done well in advance of grading, stripping or other operations as approved by the Engineer.
- B. Whenever any above or below ground communications facility, pipeline, conduit, sewer, drain, or any other utility not depicted on the Plans is encountered which must be either removed or relocated, the Contractor shall promptly advise the Engineer of this condition.

#### STANDARD CLEARING AND GRUBBING

- A. Clearing and grubbing shall consist of clearing the surface of the ground, stumps, roots, matted roots, down timber or wood, logs, snags, boulders, unsuitable soil, silt, brush, undergrowth, underwater growth, hedges, and heavy growth of grass or weeds and the proper disposal of such materials. The Contractor shall not remove any trees or major landscaping without prior approval from the Engineer.

#### 3.04 DEMOLITION

- A. Demolition shall consist of the removal and disposal from the site of fences, gates, sidewalks, asphalt and concrete pavements, above and below ground structures and utilities, drainage or utility structures and pipes or other appurtenances. The work shall also include utility modifications, and utility disconnects.

#### 3.05 DEMOLITION OF PAVEMENT

- A. Demolition of pavement: In paved areas to be demolished the bituminous or concrete pavement materials shall be scarified and/or broken into pieces, using approved equipment and shall be removed and disposed of.
- B. The Contractor shall protect from damage by construction operations, all pavements including base courses, surface courses and curbs and gutters, adjacent to the work area.
- C. Any base course or surface course, curbs, gutters, etc. damaged or removed, shall be restored by the Contractor in accordance with applicable requirements of these specifications and the drawings, to the CITY'S satisfaction and to the satisfaction of the governing authority having jurisdiction over the work. In some cases, and if damage to certain sections are deemed severe by the CITY's representative, the replacement of the entire damaged area may be warranted.
- D. Any pavement damaged or removed shall be replaced with the same type and composition of material removed/damaged to ensure equal or greater structural adequacy. The surface material shall be the same as the existing surface. The repair shall include the preparation of the subgrade, placing and compacting of base material, priming of base, and the placement of the surface.
- E. The width of all repairs will extend a minimum of 12" past the damaged or removed pavement.

## EXHIBIT A-1

- F. To avoid damaging existing underground utilities, the use of drop hammers or wrecker balls to break Portland Cement (P.C.) concrete pavement slabs will not be permitted.
- G. The Contractor shall, unless otherwise approved by the Engineer, begin breaking the pavement slab near its center, then proceed breaking the slab uniformly toward its outer edges.
- H. When the work requires the partial removal of a concrete pavement slab, the Contractor shall saw cut the slab to its full depth along the peripheral lines of the proposed removal limits using approved mechanical saws prior to breaking the portion of the pavement slab to be removed.

END OF SECTION

02105-3

## EXHIBIT A-1

### SECTION 02200

#### EARTHWORK

##### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Excavation of lakes, swales and other areas shown on the Drawings
- B. Filling of road embankments, building pads, berms and other areas shown on the Drawings.
- C. Grading (including final grading) site to elevations, lines, slopes, depths and cross-sections shown on the Drawings.
- D. Compaction and testing of fill as specified in this Section.
- E. Use of explosives is not allowed.

##### 1.02 REFERENCES

- A. ANSI/ASTM D698 (AASHTO T-99) – Moisture-Density Relations of Soils and Soil Aggregate Mixture Using 5.5 lb. (2.49 kg) Rammer and 12 inch (305mm) Drop.
- B. ANSI/ASTM D1557 (AASHTO T-180) – Moisture-Density Relations of Soils and Soil Aggregate Mixture Using 10 lb. (4.54 kg) Rammer and 18 inch (457 mm) Drop.
- C. ASTM D2922 – Density of Soil and Soil Aggregate in Place by Nuclear Method (Shallow Depth).
- D. Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction.
- E. AASHTO M-145: Designation M-145 “Classification of Soils and Soil Aggregate Material for Highway Construction Purposes.

##### 1.03 QUALITY ASSURANCE

- A. All contractors and subcontractors: Company specializing in respective field of work with five years of documented experience.

##### 1.04 REGULATORY REQUIREMENTS

- A. Conform to Collier County Excavation Permit(s) and South Florida Water Management District Water Management Permit(s) for project.
- B. Obtain De-watering Permit from South Florida Water Management District prior to de-watering of any areas.

##### 1.05 SUBMITTALS

## EXHIBIT A-1

- A. Submit Shop Drawings.
- B. Shop Drawings shall include information submitted in conjunction with requirements in Section 1.04 above.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Suitable Material: Clean sand or sand rock fill, containing not more than 20% rock with maximum rock size less than two inches and free from organic soil, peat or muck.
- B. Unsuitable Material: Topsoil from ground surface to a depth of six inches or as determined by Engineer; material classified as A-8 in accordance with AASHTO Designation M145-73 or material considered to be highly organic soil (peat or muck) as determined by Engineer.
- C. Rock: Material which by actual demonstration cannot, in the Engineer's opinion, be reasonably excavated with a backhoe or  $\frac{3}{4}$  cubic yard capacity power shovel equipped with two rippers, or similarly approved equipment and which is, in fact, systematically drilled and blasted or broken by power operated hand tools. Engineer may waive demonstration requirement if material encountered is well-defined rock.

### PART 3 EXECUTION

#### 3.06 INSPECTION

- A. Verify site conditions and note irregularities affecting work of this section.
- B. Beginning work of this section means acceptance of existing conditions.

#### 3.07 EXCAVATION

- A. Perform excavation work in accordance with Section 120 of FDOT Standard Specifications, in the locations shown on the Drawings.
- B. Strip existing surfaces to be excavated to a depth of six inches unless otherwise directed by Engineer to remove grass, roots and other vegetation. Use this stripped material only as topsoil as it is considered unsuitable for general fill purposes.
- C. Located all underground structures and utilities in the areas of work to avoid conflicts with existing facilities. Where conflicts are unavoidable, perform work so as to cause as little interference as possible with the service rendered or the facility disturbed. Repair all facilities or structures damaged in the prosecution of the work immediately to pre-construction condition.
- D. Use all suitable materials removed from excavation areas as far as practicable in the formation of embankment, sub-grades, shoulders, building pads and other places as directed. Waste no excavated material without permission, and where necessary, dispose of material as directed by engineer. Stockpile all topsoil and all other suitable materials in areas as directed by Engineer. All excavated material is considered property of Owner and shall be disposed of on the project.



## EXHIBIT A-1

### 3.08 ROCK EXCAVATION

- A. If rock is encountered, notify Engineer and execute as follows.
- B. Advise owners of adjacent buildings or structures in writing prior to setting up seismographs.
- C. Obtain a seismic survey prior to rock excavation to determine maximum charges that can be used at different locations in the area of excavation without damaging adjacent properties.
- D. Disintegrate rock and remove from excavation. Maximum dimension of all rock removed shall not exceed three feet. Dispose of rock on the project in areas as directed by Engineer.
- E. No explosives are allowed on this job. Contractor will use non-destructive methods only.

### 3.09 FILL

- A. Perform filling work in accordance with Section 120 of FDOT Standard Specifications, in the locations shown on the Drawings.
- B. Use only suitable materials in the formation of embankments, sub-grades, shoulders, building pads and other places as directed.
- C. Fill roadway embankments and building pads in twelve inch maximum layers and compact to density of at least 98% of maximum dry density as determined by AASHTO T-180. Compact materials at a moisture content within 2% of the optimum. If necessary, add water or allow material to dry until the proper moisture content for the specified compaction is obtained. Allow testing of each compacted fill layer, in place, prior to placement of succeeding fill layers.

### 3.10 TESTING

- A. Retain a laboratory approved by Engineer to make field density tests and Proctor Tests as specified below.
- B. Contractor will pay the cost of the initial density test(s).
- C. Contractor shall pay cost for any additional testing that is required as a result of failure of any initial test.
- D. Perform one Proctor Test according to ASTM D698 or D1557 for each source of fill, as determined by Engineer, used on the project.
- E. Test the density of each compacted fill layer in place by field density test ASTM D 2922. Perform at least one test per layer for each 600 feet of roadway or each 1,000 square feet of building, or fraction thereof.
- F. Additional field tests will be required for each test that does not meet the required density.
- G. Allow for inspection of import fill by Engineer at the source before delivery to site.

## EXHIBIT A-1

- H. Allow for inspection and cross-sectioning of all excavated and fill areas by Engineer as required to determine conformance of the final earthwork with the Drawings.

END OF SECTION

02200-4

## EXHIBIT A-1

### SECTION 02211

#### SITE PREPARATION AND GRADING

##### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. The labor, materials, tools, equipment, supervision, etc. to perform all site work not included as part of structural earthwork (Section 02220). This section also covers earthwork including clearing, grubbing, excavation, filling, backfilling, compacting, grading and disposal of site spoil required for construction of swales, all complete as shown on Civil Drawings and specified herein.

##### 1.02 REFERENCES

- A. ANSI/ASTM D698 (AASHTO T-99) – Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 5.5 lb (2.49 kg) Rammer and 12 inch (305 mm) Drop.
- B. ANSI/ASTM D1556 – Density of Soil in Place by the Sand-Cone Method.
- C. ANSI/ASTM D1557 (AASHTO T-180) – Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 10 lb. (4.54 kg) Rammer and 18 inch (457 mm) Drop.
- D. ASTM D2922 – Density of Soil and Soil aggregate in Place by Nuclear Method (Shallow Depth).

##### 1.03 PROJECT RECORD DOCUMENTS

- A. Submit documents under provisions of Section 01700, Contract Closeout.
- B. Accurately record location of utilities remaining, rerouted utilities, new utilities by horizontal dimensions, elevations or inverts, and slope gradients.

##### 1.04 PROTECTION

- A. Protect trees, shrubs, lawns, and other features remaining as portion of final landscaping.
- B. Protect bench marks, existing structures, fences, roads, sidewalks, and paving and curbs.
- C. Protect above or below grade utilities which are to remain.
- D. Repair damage.

##### PART 2 PRODUCTS

##### 2.03 MATERIALS

- D. Topsoil: Excavated material, graded free of roots, rocks, subsoil, debris, and large weeds.

## EXHIBIT A-1

- E. Fill: Excavated material (excluding top six inches) or imported material shall be clean sand or sand rock. Material shall contain not more than 15 percent of material passing sieve #200 and not more than 20 percent rock with maximum rock size of two inches, free form organic material.

### PART 3 EXECUTION

#### 3.01 PREPARATION

- A. Clear areas required for access to site and execution of Work.
- B. Remove trees and shrubs within marked areas. Grub out stumps, roots, and surface rock to a depth of two feet below existing grade.
- C. Clear undergrowth and deadwood without disturbing subsoil.
- D. Strip grass and roots to a depth of six inches from proposed site.
- E. Identify required lines, levels, contours, and datum.
- F. Identify known below grade utilities. Stake and flag locations.
- G. Identify and flag above grade utilities.
- H. Maintain and protect existing utilities remaining which pass through work area.
- I. Notify utility company to remove and relocate utilities.
- J. Upon discovery of unknown utility or concealed conditions, discontinue affected work and notify Engineer.

#### 3.02 TOPSOIL EXCAVATION

- A. Excavate topsoil from entire site and store all topsoil for reuse on site.
- B. Do not excavate wet topsoil.
- C. Stockpile topsoil to depth not exceeding 6 feet. Cover to protect from erosion.

#### 3.03 DEBRIS REMOVAL

- A. Remove from the site all trash, brush, trees, weeds, and grass obtained from the clearing and grubbing operation.

#### 3.04 FILLING

- A. Fill areas to be filled in 8 to 12 inch maximum layers and compact to a density of at least 95 percent of maximum density as determined by AASHTO T-180.
- B. Compact materials at a moisture content within  $\pm 2\%$  of the optimum. If required, add water or permit material to dry until the proper moisture content for specified compaction is obtained.

## EXHIBIT A-1

- C. Compact materials at a moisture content within  $\pm 2\%$  of the optimum. If required, add water or permit material to dry until the proper moisture content for specified compaction is obtained.
- D. Field test density of compacted fill layer by Field Density Test ASTM D1556 or D2922 prior to placement of succeeding lifts. At a minimum, make at least one test per layer for every 8,000 square feet of non-structural area.
- E. A laboratory retained by Contractor and approved by Engineer shall make field density tests as specified. One Proctor Test (ASTM D698 or ASTM D1557) for each source of fill used shall be made by laboratory. Additional field tests will be required for each test not meeting required density. Costs of all tests will be paid by Contractor and included in Contract price.

### 3.05 GRADING

- A. Grade to meet proposed elevations as shown on the Drawings and include all work in bringing excavation to required grade, alignment and cross section. Any excess excavated material shall remain the property of the Owner and disposed of as directed by Engineer.

END OF SECTION

02211-3

SECTION 02220

STRUCTURAL EARTHWORK

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work Included: All labor, materials, tools, equipment, supervision, etc. to perform all earthwork including clearing, grubbing, excavation, dewatering, filling, backfilling, compacting, grading and disposal of site spoil required for construction of structures, all complete as shown on Drawings and specified herein.
  
- B. Definitions:
  - 1. Maximum Density: Maximum weight in pounds per cubic foot of a specific material.
  - 2. Optimum Moisture: Percentage of water in a specific material at maximum density.
  - 3. Rock Excavation: Excavation of any hard natural substance which requires the use of explosives or special impact tools such as jack hammers, sledges, chisels or similar devices specifically designed for use in cutting or breaking rock, but exclusive of trench excavating machinery.
  
- C. Plan for Excavation: The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the conformation of the ground, the character and quality of the substrata, the types and quantities of materials to be encountered, the nature of the groundwater conditions, the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract. Prior to commencing the excavation, the Contractor shall submit a plan of his proposed operations to the plan for excavation shall reflect, the equipment and methods to be employed in the excavation. The prices established in the Proposal for the work to be done will reflect all costs pertaining to the work. No claims for extras based on substrata or groundwater table conditions will be allowed.

1.02 QUALITY ASSURANCE

- A. Retain a testing laboratory experience in soils and foundations acceptable to the Engineer to monitor earthwork and to make the specified tests. Schedule work so as to permit a reasonable time for testing before placing succeeding lifts and keep the laboratory informed of progress. A copy of this section shall be made available to the testing laboratory.

1.03 APPROVAL REQUIRED

- A. Prior to any earthwork, submit sieve analysis and Proctor test results of the existing stripped soils and the proposed fill material to Engineer for review and approval.
  
- B. Do not place any footing reinforcing until the excavations have been tested for compaction.
  
- C. Obtain necessary permits for well pointing and dewatering from South Florida Water Management District and Department of Environmental Regulation.

1.04 JOB CONDITIONS

## EXHIBIT A-1

- A. The Contractor shall satisfy himself as to the character and amount of different soil materials, groundwater and the subsurface conditions to be encountered in the work to be performed. Information and data, when furnished, are for the Contractor's general information. However, it is expressly understood that any interpretation or conclusion drawn there from is totally the responsibility of the Contractor. Engineer assumes no liability for the accurateness of the data reported.
- B. Ground water varied from 0.5 feet to 4.0 feet below existing grades at the time of subsurface investigations at various sites. Actual water table may fluctuate during construction.
- C. If, in the opinion of the Engineer, conditions encountered during construction warrant a change in the footing or base slab elevation, or in the depth of removal of unsuitable material from that indicated on the Drawings, an adjustment will be made in the contract price.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Suitable: For fill and backfill, clean, coarse sand free from vegetation, organic material, marl, silt or muck. Not more than eight percent shall pass through the No. 200 sieve. Provide all necessary borrow material to complete the work to lines and grades indicated.
- B. Suitable Fill Material To Be Placed in Water: Classified as A-1 or A-3 in accordance with AASHTO Designation M-145.
- C. Unsuitable: Classified as A-2-5, A-2-6, A-2-7, A-4, A-5, A-6, A-7 and A-8 in accordance with AASHTO Designation M 145. Also peat and other highly organic soils.
- D. Select Material: Suitable material that does not contain any rock larger than ½ inches.
- E. Gravel Base: Washed coarse aggregate for concrete with fines not more than five percent passing through the No. 200 sieve.

### PART 3 EXECUTION

#### 3.01 SITE PREPARTION

- A. Clean and grub all surface vegetation, excavating and removing all topsoil a minimum of eight inches from the building structure area plus a six foot margin from the exterior foundation lines. Remove all tree stumps, concentration of roots and other deleterious materials. Stockpile usable topsoil for landscaped areas as directed by the Engineer.
- B. Dispose of unsuitable topsoil and excavated material from the site.
- C. If unsuitable bearing soils, peat or muck are encountered, contact Engineer for further direction.
- D. Structures excavations below water table shall require a dewatering system to prepare the base of the excavation. The dewatering system shall remove water approximately two feet to three feet below the bottom of the excavation.

## EXHIBIT A-1

- E. Compact exposed stripped and excavated surface for buildings by means of an approved vibratory roller until eight passes have been made and a soil density of 98 percent of maximum modified Proctor Density has been achieved twelve inches below the exposed compacted surface. Test compaction as specified. Add water if necessary to bring up moisture to optimum levels.
- F. If ground water is within twelve to twenty-four inches from the ground surface, it would be necessary to lower the ground water to permit effective compaction. Lowering of the ground water may be accomplished by excavating four to five feet deep ditches around the construction area and pumping from sumps in the bottom of ditches. Contact testing lab to develop feasible procedures for dewatering.

### 3.02 DEWATERING

- A. Provide labor and equipment necessary to adequately remove water from excavated areas including well pointing where excavations are near or below water table in order to maintain “dry” conditions in excavations at all times until backfilling is completed. Dewater excavations for cast-in-place structures to a minimum level of three feet below structural grade. Avoid settlement or damage to adjacent property. Dispose of water to an on-site drainage system approved by the Owner. When dewatering open excavations, dewater from outside the structural limits and from a point below the bottom of the excavation. Comply with dewatering permit.
- B. Maintain fill area in such condition that it will be drained to prevent surface pooling of water at all times.
- C. Operate pumps and engines for well point systems with mufflers. The Contractor shall be responsible for any nuisance created due to the disposal of water from his drainage system. All dewatering drains shall be approved by Owner.
- D. Conform with South Florida Water Management and Florida Department of Environmental Regulation regulations and requirements when dewatering.
- E. All dewatering wells shall be grouted when dewatering operations are concluded.

### 3.03 EXCAVATION

- A. Perform all excavation of each description and through all substances encountered, including limestone to the dimensions required for construction and as specified herein. All excavations shall be made by open cut.
- B. Keep walls of the excavation vertical and, if required to protect safety of workmen, the general public, this or other work and structures, or excavation walls, sheet and brace excavation. Excavation for the structures shall be sufficient to provide a clearance between their outer surfaces and the face of the excavation, sheeting, or bracing, of not less than 2 feet. Retain materials encountered in the excavation, undermine the banks, weaken the overlying strata, or are otherwise rendered unstable by the excavation operation by sheeting, stabilizing, grouting or other approved methods.



## EXHIBIT A-1

- C. Excavation for the precast or prefabricated structures shall be carried to an elevation 1-foot lower than the proposed outside bottom of the structure to provide space for the select gravel backfill material. Prior to placing the select gravel backfill, the excavation shall be sounded, if not dewatered, using a rigid pole to indicate to the satisfaction of the Engineer that the excavation has been carried to the proper depth and is reasonably uniform over the area to be occupied by the structure.
- D. Carry down excavation for structures constructed or cast in place in dewatered excavations to bottom of structure where dewatering methods are such that a dry excavation bottom is exposed and naturally occurring material at this elevation leveled and left ready to receive construction. Replace material disturbed below the founding elevation in dewatered excavations with Class B concrete.
- E. Footings: Cast-in-place footing sides shall be formed immediately after excavation. Forming for footing sides is specified elsewhere.

### 3.04 FOUNDATION PREPARATION (FILLING, BACKFILLING AND EXCAVATION).

- A. Compact existing ground beneath the base slabs to a density of not less than 95 percent of its maximum density as determined by ASTM D-1557 for a depth of not less than 2 feet below bottom of concrete slabs. Remove any unsuitable foundation material and replace with suitable material.
- B. Buildings: After pre-compaction of the stripped building area, place approved fill material within the building foundation lines plus 6 foot margin in lifts of 12-inch maximum loose thickness, each lift compacted and fill brought to approximate underside of slab. Compact each lift to a minimum of 98 percent Modified Proctor 12 inches below the surface.
- C. Excavation for all building footings shall be made through precompacted pad to design elevations. Bottom of excavation shall be additionally compacted to 98% of Proctor Density 12-inches below the surface by portable vibratory sled type of compactors. Test compaction as specified.
- D. Building Slab Backfill: Place fill inside the building foundation walls in lifts of 6-inches maximum loose thickness, each lift compacted with vibratory portable compactors and fill brought to bottom of the slab. Add necessary water to each lift to bring moisture content to optimum levels and compacting to achieve a minimum of 95% of modified Proctor Density 6-inches below the surface.
- E. Form monolithic slab beams by excavating from the compacted fill material to grades and lines indicated on the drawings.
- F. Place all backfill around foundation slabs, walls, utility trenches, mechanical and plumbing pipes, etc., in layers of six inches maximum loose thickness and compact with portable plate compactors.
- G. Equipment Pads and Slabs on Grade: Cut, fill and compact subgrades for concrete slabs to required grade. Compact top 8-inches of concrete slab subgrade in cut sections and all fill material to a density of not less than 95 percent of its maximum density as determined by ASTM D-1557.

## EXHIBIT A-1

- H. Test compaction of all structural fill by a testing lab as specified.
- I. Vibratory compaction shall never be done on dry sandy material or when water table is within eighteen inches of the surface. Before start of vibratory compaction, the soils should either have natural moisture or applied water to bring the soils to optimum moisture content.
- J. Vibratory Roller: The Vibratory Roller shall be a self-propelled minimum two ton drum type vibratory roller. Submit technical specifications for review and approval to the Engineer.
- K. Cast-in-Place Structures Below Water Table
  - 1. Do not place backfill until the structure has been completed above the natural water table, is stable against hydrostatic uplift, exterior form work has been removed and any necessary patching, grouting, and waterproofing has been completed. Backfill shall be placed as specified in Subparagraph K-2. Do not commence backfilling until concrete and waterproofing to be covered has been inspected and approved.
  - 2. Selected material from the excavation may be used for backfilling around the structure. Trash shall not be allowed to accumulate in spaces to be backfilled. Place backfill around the structure in uniform layers of maximum 8" loose thickness compacting each layer to a minimum of 95 percent of maximum density. Carry backfilling to the finished grades shown on the Drawings.
- L. Precast Structures Below Water Table
  - 1. Gravel Base: The space between the proposed bottom of the structure, and the bottom of the excavation shall be backfilled with gravel and screeded level to receive the proposed structure. If the excavation is not dewatered, after placing the screeding, the backfill will be sounded with a rigid pole and attached 6-inch diameter foot piece to indicate, to the satisfaction of the Engineer, that the backfill has been placed to the proper elevation, is level throughout, and is ready to receive the structure. This final sounding of the material shall immediately precede setting of the structure.
  - 2. Remainder of Backfill: Selected material from the excavation shall be used for backfilling around the structure. Trash shall not be allowed to accumulate in spaces to be backfilled. Backfill around the structure shall be placed in uniform layers to the level of the water table. Above the water table, backfill material shall be placed in 8-inch layers and compacted to a minimum of 95 percent of maximum density as determined by AASHTRO Designation T 180. Backfilling shall be carried to the finished grades shown on the Drawings.

### 3.05 SITE GRADING AND FILLING OUTSIDE STRUCTURES

- A. Form exterior grade in accordance with drawings. Grade to slop surface away from building and pump station structures.
- B. Conform to Section 02211, Site Preparation and Grading.

### 3.06 TESTING

## EXHIBIT A-1

- A. All soil testing and earthwork monitoring shall be done by a testing company in conformance with Paragraph 1.02-A. Notify the Testing Lab in time to be on hand to make the tests required by these specifications. Testing lab shall inform the project superintendent his findings and designate areas requiring corrective work. Mail all test reports directly to Engineer, Structural Engineer and General Contractor.
- B. Optimum moisture content of fill material shall be as determined by Modified Proctor Method (ASTM D-1557). Conduct field densities to verify compaction in accordance with ASTM D-1556, ASTM D-2927 or ASTM D-2922.
- C. Retest compaction tests that fail to pass after additional compaction effort has been performed and until the specified minimum compaction density is achieved. Two additional tests shall be taken for each failed test. Retesting shall be paid by the Contractor.

### 3.07 TESTS

#### A. Field Density Tests for Each Structure

Stripped Area	1 Test/2000 S.F. (2 Min)
Fill Area	1 Test/2000 S.F./Each Layer (2 Min)
Bottom of Wall Footings	1 Test/50 L.F. (2 Min)

#### B. Optimum Moisture Content.

Existing Stripped Area	
(Proctor)	1 Test
Backfill Material Proctor	1 Test/500 C.Y./Source

END OF SECTION

02220-6

## EXHIBIT A-1

### SECTION 02225

#### TRENCHING AND BACKFILLING

##### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Excavation of trenches for utilities and storm sewers.
- B. Compacted bed and compacted fill over utilities and storm sewers.
- C. Compaction requirements.

##### 1.02 REFERENCES

- A. ANSI/ASTM C33 – Concrete Aggregates.
- B. ASTM D698/AASHTO T-99 – Tests for Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 5.5 lb (2.49 kg.) Hammer and 12 inch (305 mm) Drop.
- C. ASTM D2922/AASHTO T-238 – Density of Soil and Soil Aggregate in Place By Nuclear Method (Shallow Depth).
- D. AWWA C600: Installation of Gray and Ductile Cast Iron Water Mains and Appurtenances.
- E. AASHTO M-145: Designation M-145 “Classification of Soils and Soil Aggregate Materials for Highway Construction Purposes.
- F. The Occupational Safety and Health Administration’s Excavation Safety Standards, 29 C.F.R.s.1926.650 Subpart P.

##### 1.03 PROTECTION

- A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation.
- B. Provide barricades, warning signs, and lights as required by law.
- C. Underpin adjacent structures which may be damaged by excavation work, including service utilities. All damaged structures shall be repaired at no additional cost to the Owner.
- D. Notify Engineer of unexpected subsurface conditions and discontinue work in affected area until notification to resume work.
- E. Grade excavation top perimeter to prevent surface water run off into excavation.

##### PART 2 PRODUCTS

##### 2.01 SELECT BED AND FILL MATERIALS

## EXHIBIT A-1

- A. Crushed Stone Bedding Material: Well graded, crushed, washed natural stone free of shale, clay, friable materials and debris. Graded in accordance with ASTM Designation C-33, Gradation 67.
- B. Select Fill: On site or imported non-cohesive, non-plastic material free of debris and gravel larger than one-half inch in diameter. Satisfactory trench backfill materials are defined as those soils complying with American Association of State Highway and Transportation Officials (AASHTO) Standard M-145 Soil Classification Groups A-1 and A-3.
- C. Common Fill: Reused or imported non-cohesive, non-plastic material, free of debris and rocks larger than six inches in diameter. Satisfactory trench backfill materials are defined as those soils complying with AASHTO Standard M-145 Soil Classification Groups A-1, A-2-4, A-2-5, and A-3.

### PART 3 EXECUTION

#### 3.01 INSPECTION

- A. Verify approval of full or limited use of stockpiled fill.
- B. Verify areas to be backfilled are free of debris and water.

#### 3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. When necessary, compact subgrade surfaces to density requirements for backfill material.

#### 3.03 EXCAVATION

- A. Excavate subsoil required for utilities to the alignment and depth required.
- B. Cut trenches sufficiently wide to enable installation of utilities and allow inspection, a minimum of 24" plus the thickness of the pipe.
- C. All excavation shall be made by open cut unless otherwise indicated on drawings.
- D. Remove unsuitable subsoil, boulders, and rock.
- E. Open no more than 100 feet of trench ahead of pipe laying operations at one time unless a greater length of trench is approved by the Engineer.
- F. If sheeting is used, it may be removed provided removal can be accomplished without disturbing the bedding, pipe or alignment. Should Engineer determine the removal of sheeting will damage pipe, the sheeting shall be left in place. No additional compensation shall be allowed. If left in place, cut sheeting off at a level two feet above top of pipe and leave the remaining portion in place. Any damage to the pipe bedding, pipe, or alignment caused by removal of sheeting shall be cause for rejection of the affected portion of the Work.

## EXHIBIT A-1

- G. Remove organic material encountered below the level of the proposed pipe, manhole, pumping station or similar structure, such as roots, mulch, or other vegetable matter which in the opinion of the Engineer will result in unsatisfactory foundation conditions. Backfill the resulting excavation with crushed stone bedding material as specified.
- H. Where rock is encountered, excavate trench to a depth of six inches plus thickness of pipe below invert of pipe and 24 inches wider than pipe and backfill with crushed stone bedding material as specified. If rock is over-excavated, the over-excavation shall be backfilled with crushed stone bedding material as specified.
- I. Keep excavation free from water before pipe or structures are installed. Provide all pumps, piping, and other means for removing water from trenches and other parts of the work. Continue dewatering until backfill has progressed to a depth to prevent flotation of pipe or structure, and backfill is above natural water table. Obtain County and South Florida Water Management District permits for dewatering.

### 3.04 BEDDING

- A. Properly bed all pipelines, conduits and appurtenances as shown on Drawings and as specified herein.
- B. Bedding for PVC Pipe: Place crushed stone bedding from a minimum of  $\frac{1}{4}$  diameter of pipe below invert to springline of pipe.
- C. Bedding for Ductile Iron Pipe: Minimum bedding requirements shall be Type 2 as defined in AWWA Specification C-600. Additional requirements shall be required in accordance with thickness class of pipe being laid, depth of cover and soil conditions. When required, place crushed stone bedding from a minimum of  $\frac{1}{4}$  diameter of pipe below invert up to  $\frac{1}{8}$  diameter of pipe.
- D. Bedding for Concrete Pipes: Well graded, crushed, washed natural stone free of shale, clay, friable materials and debris. Graded in accordance with ASTM Designation C-33, Gradation 67.

### 3.05 BACKFILLING

- A. Support pipe and conduit during placement and compaction of bedding fill.
- B. Backfill trenches to contours and elevations. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.
- C. Place and compact select fill material in continuous layers not exceeding 6-inches to a depth of 12-inches above top of pipe. Compaction shall be 95 percent of maximum density as determined by AASHTO T-99, Method C. Where pipe lies within a roadway, compaction shall be in continuous layers not exceeding 6-inches to bottom of stabilized subgrade. Compaction shall be 98 percent of maximum density as determined by AASHTO T-99, Method C. Compaction shall be by small portable plate compactor or other approved methods.

## EXHIBIT A-1

- D. Place and compact common fill material in continuous layers not exceeding 12 inches to 95 percent of maximum density as determined by AASHTO T-99, Method C. Compaction shall be by mechanical means or other approved methods.
- E. Contractor will dispose of all excess fill or any unusable material as directed by the Engineer, and will provide the City's Representative with delivery receipt tickets to confirm its proper disposal.

### 3.06 COMPACTION

- A. Compact materials at moisture content within  $\pm 2\%$  of the optimum to permit specified compaction.
- B. Add water or permit material to dry until optimum moisture content is obtained.
- C. Field test density of each compacted backfill lift in accordance with ASTM D-2922 prior to placement of succeeding lifts. Make at least one test per layer for each 300 foot length of trench. If less than 300 feet of trench is excavated in a day, make one test per lift for each day's length.
- D. Make one Proctor Test in accordance with AASHTO T-99 for each source of fill. If material from the excavation is used as backfill material, a test proctor will be taken from the best available location as determined by the testing lab. Upon completion of the backfill, an additional proctor will be taken from the actual material used and compared to the test proctor. If the actual proctor varies from the test proctor, the backfill will be retested.
- E. Testing laboratory shall be retained by Contractor and approved by Engineer. Contractor shall pay all costs for initial density test.
- F. Re-compact and retest trench backfill which does not meet minimum compaction requirement. Bear all additional cost for retests.
- G. If Contractor wishes to utilize hydraulic compaction as an alternate means for compacting trenches, Contractor shall retain the services of a testing laboratory, approved by the Engineer, who shall monitor compaction methods. Testing laboratory shall certify that compaction results achieved conform to the standards specified herein. Testing laboratory shall submit certification and all test results, signed and sealed by a professional Engineer registered in the State of Florida. All costs associated with obtaining testing laboratory shall be paid for by Contractor at no additional cost to Owner.

END OF SECTION

02225-4

## EXHIBIT A-1

### SECTION 02235

#### ASPHALTIC PAVING, PRIME, BASE AND STABILIZED SUBGRADE

##### PART 1 GENERAL

###### 1.01 WORK INCLUDED

- A. Stabilized Subgrade
- B. Crushed Limerock Base
- C. Concrete Base
- D. Prime and Wearing Surface

###### 1.02 REFERENCES

- A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Latest Edition.
- B. ASTM C94 – Ready Mix Concrete

##### PART 2 PRODUCTS

###### 2.01 MATERIALS

- A. Stabilized Subgrade: Conform to Section 914 of FDOT Standard Specifications.
- B. Crushed Limerock Base: Conform to Section 914 of FDOT Standard Specifications.
- C. Prime: Cut-back Asphalt Grade RC-70 according to Section 300 of FDOT Standard Specifications.
- D. Wearing Surface: Asphaltic concrete of the type, compacted thickness, and width according to Sections 320, 330 and 331 through 333 of FDOT Standard Specifications.
- E. Concrete: Class “B”, 4000 psi compressive strength.

##### PART 3 EXECUTION

###### 3.01 INSPECTION

- A. During construction, a field inspection of each phase will be made by Engineer. It shall be Contractor’s responsibility to notify Engineer when paving is ready for inspection.

###### 3.02 CONSTRUCTION

- A. Stabilized Subgrade: Stabilization of subgrade and shoulders shall be in accordance with Section 160 of FDOT Standard Specifications. Stabilize subgrade and shoulders to a depth of 12 inches



## EXHIBIT A-1

and to width as shown on the Drawings and shall have a minimum Limerock Bearing Ratio (LBR) of 40.

Compact subgrade to at least 98% of maximum density as determined by AASHTO T-180.

- B. Limerock Base: Construct in accordance with Section 200 of FDOT Standard Specification. Base course shall have a compacted thickness and width as shown on the Drawings. Compact base course to at least 98% of maximum density as determined by AASHTO T-180.
- C. Concrete Base: As shown on the Drawings. Concrete shall be furnished by a well-known, reputable ready-mix concrete company. Mixing, transporting and placing of concrete shall conform to ASTM C94. Curing shall be performed in accordance with standard practice to prevent excessive shrinkage or cracking.
- D. Prime: Prime base in accordance with Section 300 of FDOT Standard Specifications. Clean base surface until free of objectionable foreign material. When the prime is applied adjacent to curb and gutter or any other concrete surface, protect such surface by means of heavy paper or other approved material. Prime base at the rate of not less than 0.1 gallons per square yard and not more than 0.2 gallons per square yard.
- E. Wearing Surface: Construct wearing surface according to Sections 320, 330 and 331 through 333 of FDOT Standard Specifications. The density, after final compaction, shall not be less than 98% of the control strip compacted density of the mixture. Provide certification from an independent testing laboratory that design mix meets requirements of applicable FDOT Standard Specifications. In all inaccessible places such as adjacent to curb, gutters, manholes, etc. the required compactions shall be secured by a tamper. Depression, honeycombs and high spots of any unbonded material after rolling shall be corrected as directed by Engineer.
- F. Timing: No construction of asphaltic concrete pavement shall take place until such time that all underground utility lines have been tested and certified they meet local and state requirements.
- G. Backfill all open cuts prior to completion of each construction day. No open cuts shall remain open overnight. Open cuts and restoration shall be performed Monday through Friday. No work other than routine maintenance shall be performed Saturday, Sunday or holidays without approval of Engineer.
- H. A minimum of 14 feet of roadway must be maintained at all times at all crossings for access by the resident and emergency vehicles.
- I. Adjust all manholes, valve boxes, drainage structures or other appurtenances situated within limits of resurfacing to bring finish elevation up to finished grade.
- J. Strict adherence to proper maintenance and protection of traffic during Contractor activities, including any required "detours" must be accomplished in accord with the FDOT Manual on Traffic Control and Safe Practices, state and local regulations and permits and e properly coordinated by the Contractor.
- K. A minimum of 48 hours written notice shall be provided to Engineer prior to beginning of any paving operation. . The Contractor will be expected to schedule major resurfacing after normal weekday hours.
- L. No pavement shall be placed without the presence of Engineer or his authorized representative.

## EXHIBIT A-1

### 3.03 TESTING

- A. Wearing Surface: Contractor shall furnish and bear the cost of holes to make spot check thickness measurements of the compacted wearing surface. Depth of each layer shall be checked at intervals not to exceed 200 feet. Any deficiencies in excess o the allowable deviation shall be corrected as per FDOT Specifications.
  
- B. Stabilized Subgrade and Limerock Base: Provide and bear costs for inspections, tests, and approvals of stabilized subgrade and limerock base. Provide one Limerock Bearing Ratio (LBR) test for the first 0-1000 square yards of stabilized subgrade and limerock base and one LBR test for each additional 1000 square yards or any fraction thereof. In addition, provide one in-place density and thickness test for the first 0-500 square yards of stabilized subgrade and limerock base and one test for each additional 500 square yards according to AASHTO T-180 or any fraction thereof.

END OF SECTION

02235-3

# EXHIBIT A-1

## SECTION 02236

### SIGNING AND MARKING

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. Work Included: Furnish all labor, materials, equipment and methods to install, repair, and place into operation traffic signs, street signs, pavement marking and striping, and reflective pavement markers in accordance with the Drawings and Specifications and/or as required to return the roadway within the project limits back to existing functional conditions.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Traffic Signs, Street Signs, Paint Striping

- 1. Traffic paint and marking materials: Conform to requirements of the following sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction:

Section

- |  |        |
|--|--------|
| a. Traffic Paint                                   | 971-12 |
| b. Glass Spheres<br>(for Reflective Traffic Paint) | 971-14 |
| c. Thermoplastic Traffic Stripes                   | 711    |

- 2. Traffic and information signs: Conform to requirements of Section 700 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

- B. Reflective Pavement Markers

- 1. Reflective pavement markers: As specified in Section 706 of FDOT Standard Specifications and have overall dimensions of 4" x 4" x 79" with a 30 degree reflective face. Adhesive shall be pressure sensitive 100% solids .120" thick. Minimum application pressure shall be 60 p.s.i. Minimum sheer stress shall exceed 10 p.s.i. at 70 degrees F.

#### PART 3 EXECUTION

##### 3.01 INSTALLATION

- A. Roadway traffic markings, striping and site pavement marking for traffic regulation and parking: Conform to requirements of Sections 710 and 711 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction as amended and Traffic Operations Standard Index Nos. 17346, 17352 and 17355.

## EXHIBIT A-1

- B. Sign work: Comply with applicable portions of Section 700 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and Traffic Operations Standard Index No. 11864.
- C. Install reflective pavement markers in accordance with manufacturer's recommendations at the locations and dimensions shown on the Drawings and at fire hydrant locations. Pavement markers at fire hydrants shall be blue-blue.
- D. Contractor shall give written notification to Engineer a minimum of 48 hours prior to beginning any roadway striping work.

END OF SECTION

02236-2

**EXHIBIT A-1**

## EXHIBIT A-1

### SECTION 02725

#### CURBS, GUTTERS AND SIDEWALKS

##### PART 1 GENERAL

- 1.01 Work Included: Furnish all labor, materials, equipment and methods to construct or repair and place into operation all concrete curbs, gutters, sidewalks, medians, aprons, etc. as shown on the Civil Drawings and/or as specified and/or as directed in the field.

##### PART 2 MATERIALS

- 2.01 All concrete and concrete work shall conform to the following unless otherwise noted on the Drawings. All concrete specified in this Section shall attain a minimum compressive strength of 3000 psi in 28 days.
- A. Concrete Mix Materials: Coarse aggregate shall be hard, clean, washed gravel or crushed stone. Maximum aggregate size shall not be larger than 1 inch nor smaller than ½ inch equivalent diameter, free from injurious amount of minerals, organic substances, acids or alkalies. Cement shall be Type 1, domestic Portland cement, conforming to ASTM C-150.
  - B. Concrete Admixtures: Air-entrainment admixtures in concrete are permitted in accordance with manufacturers specifications provided the specified strength and quality are maintained and unless the admixture appears to be causing abnormal field results, and provided that the total entrained air content does not exceed 5.0 percent. No other admixture of any type will be permitted without written approval of Engineer.
  - C. Reinforcing Steel: Reinforcing bars shall be intermediate grade, new billet-steel deformed bars free of loose rust, scale, dirt or oil, and shall conform to ASTM A-615. Welded wire fabric for concrete reinforcement shall conform to ASTM A-185. All reinforcement steel shall be placed, spliced, lapped, etc., in accordance with the ACI Standard 318.
  - D. Transit or Ready-Mixed Concrete: May be used provided it conforms to ASTM C-94 and specifications herein stated and the central plant producing the concrete, batching, mixing and transportation equipment is, in the opinion of the Engineer, suitable for production and transportation of specified concrete.

##### PART 3 EXECUTION

- 3.01 Construction Methods: Forms shall be of sufficient strength to resist pressure of the concrete without springing. Do not remove bottom forms within twenty-four hours after concrete has been placed. Do not remove side or top forms within twelve hours after concrete has been placed. Upon removal of forms, correct minor defects with a rich mix cement mortar. Finish curbs, gutters, walks or medians until a smooth surface is attained. Final finish shall be a light broom finish. When completed cure concrete as specified.
- 3.02 Placing of Concrete: Deposit concrete in clean, wet forms and as nearly as practicable in its final position to avoid segregation. Place concrete at a rate so concrete is at all times plastic and flows readily into the space between the bars. Concrete placement shall be continuous operation until the panel or section is completed. Vibrate all structural concrete. Concrete shall be deposited on

## EXHIBIT A-1

the subgrade or in the forms from a chute or drip pipe without a free fall. Placing by means of pumping may be allowed, contingent upon the adequacy of the equipment for this particular work. Operation of pumping shall insure a continuous stream of concrete shall be regulated so that the pressure caused by wet concrete shall not exceed that used in the design of the forms. After the concrete has taken its initial set, exercise care to avoid jarring forms or placing any strain on ends of projecting reinforcement.

3.03 Machine-Laying: Will be permitted, providing all quality conditions of conventional construction are met.

3.04 Curing: As soon as practicable after finishing all concrete, cover with burlap or polyethylene sheeting and keep moist for a period of 7 days; or, apply an approved membrane curing compound at Contractor's option. Where membrane-curing compound is used, allow no walking or other traffic over the slab for seventy-two hours after application unless surface is protected by burlap or heavy building paper.

### 3.05 JOINTS

A. Construction Joints: Locate joints not shown or specified so as to least impair strength and appearance of the work. Place concrete at such a rate so surfaces of concrete which have not been carried to joint levels will not have attained initial set before additional concrete is placed thereon.

B. Contraction Joints: Construct curbs, curb-and-gutters, and valley gutters with contraction joints at intervals of 10 feet except where shorter intervals are required for closures, but no joint shall be constructed at intervals of less than 4 feet. Construct sidewalks and concrete medians with contraction joints at intervals equal to the width of the walk or median respectively unless otherwise noted on the Drawings. Contraction joints may be of the open type or sawed. Construction of contraction joints shall conform to Sections 520 and 522 of FDOT Standard Specifications.

C. Expansion Joints: Construct curbs, curb-and-gutters, and valley gutters with expansion joints at all inlets, all radius points, all points where operations cease for any considerable time and at intervals of not more than 100 feet. Construct walks and concrete medians with expansion joints at points of walk or median termination against any unyielding surface and at intervals not to exceed 90 feet. Construct expansion joints with PVC slips encasing the reinforcing bars. Expansion joint material shall be one-half inch bituminous impregnated expansion joint material. Construction of expansion joints shall conform to Sections 520 and 522 of FDOT Standard Specifications.

D. Other: Where the Drawings call for sealed joints between walks or concrete medians and curbs, construct such joints in conformance with Sections 520 and 522 of FDOT Standard Specifications.

3.06 Contractor's Responsibilities: Reject all delivered concrete and finishes not meeting these specifications. Secure laboratory tests or reports if such tests or reports are requested by Engineer.

### 3.07 TESTING

## EXHIBIT A-1

- A. Excavation shall be to the required depth, and supporting earth, base, or subgrade shall be compacted. When Drawings call for a stabilized subgrade under curb or gutter, the subgrade shall be stabilized, and tested if required, as set forth elsewhere in these Specifications and as indicated on the Drawings. When the Drawings call for a soil-cement base, compact subgrade supporting curb or gutter by watering, rolling or tamping to ninety-five percent (95%) of maximum density as determined by AASHTO T-180. Compact subgrades for walks, and concrete medians to a firm, even surface, by means of rolling, watering or tamping.
- B. After concrete has set sufficiently, but not later than three days after placement of concrete, backfill and compact spaces in front and back with suitable material. When street bases are to be constructed adjacent to curbs, gutters, etc., the curb, gutter, etc., shall cure for a period of not less than three days before any base material is placed against it.

END OF SECTION

02725-3  
SECTION 02936

SEEDING

### PART 1 GENERAL

#### 1.01 WORK INCLUDED

- A. Preparation of soil.
- B. Fertilizing.
- C. Seeding.
- D. Mulching.
- E. Maintenance.

#### 1.02 REFERENCES

- A. FS O-F-241 – Fertilizers, Mixed, Commercial.



## EXHIBIT A-1

### 1.03 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

### 1.04 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer, seed and herbicide composition.

### 1.05 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 01600, Material and Equipment.
- B. Store and protect products under provisions of Section 01600, Material and Equipment.
- C. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- D. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

### 1.07 MAINTENANCE SERVICE

- A. Maintain seeded areas until all work is accepted by the Owner.

## PART 2 PRODUCTS

### 2.01 SEED MIXTURE

- A. During the period between February 15 and October 15 the seed mixture shall be 175 lbs. Argentina Bahia per acre and 45 lbs. Hulled Bermuda per acre.
- B. During the period between October 15 and February 15 the seed mixture shall be 175 lbs. Argentina Bahia per acre, 45 lbs. Hulled Bermuda per acre and 45 lbs Winter Rye per acre.
- C. All seed shall meet the requirements or the State Department of Agriculture and Consumer Services and all applicable Federal, State and Local laws.

### 2.02 SOIL MATERIALS

- A. Topsoil: Excavated from site and free of weeds.

### 2.03 ACCESSORIES

- A. Mulching Material: Oat, rye or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Coastal Bermuda, or Bahia grass are acceptable.

## EXHIBIT A-1

- B. **Manufactured Mulch:** Cellulose-fiber or wood-pulp mulch shall be products commercially available for such use.
- C. **Asphalt Binder:** Asphalt binder material shall conform to the requirements of AASHTO M 140, Type SS-1, or RS-1, as appropriate.
- D. **Fertilizer:** Commercial 8-8-8.
- E. **Water:** Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.

### PART 3 EXECUTION

#### 3.01 INSPECTION

- A. Verify that prepared soil base is ready to receive the work of this Section.
- B. Beginning of installation means acceptance of existing site conditions.

#### 3.02 PREPARATION OF SOIL

- A. Prepare soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds, and undesirable plants and their roots. Remove contaminated subsoil.
- C. Scarify soil to a depth of 8 inches. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.
- D. Grade to eliminate rough, low, or soft areas, and to ensure positive drainage.

#### 3.03 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of soil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Lightly water to aid the dissipation of fertilizer.

#### 3.04 SEEDING

- A. Apply seed uniformly at a rate of 50 lbs per acre. Rake in lightly. Do not seed area in excess of that which can be mulched on same day.
- B. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- C. Immediately following seeding, apply mulch to a thickness of two inches. Maintain clear of shrubs and trees.
- D. Apply water with a fine spray immediately after each area as been mulched. Saturate to 4 inches of soil.

#### 3.05 SEED PROTECTION

## EXHIBIT A-1

- A. Cover seeded slopes where grade is 4 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- B. Lay fabric smoothly on surface, bury top end of each section in 6-inch deep excavated topsoil trench. Provide 12-inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
- C. Secure outside edges and overlaps at 36-inch intervals with stakes.
- D. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- E. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

### 3.06 MULCHING

- A. Hold mulch in place by light disking, a very thin covering of topsoil, asphalt binder, or other adhesive material approved by the Engineer. Where mulches have been secured by the asphalt binder method, it will not be permissible to walk on the slopes after the binder has been applied. In application of asphalt binder material, take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked. Any damage resulting from operations will be repaired at no cost to the Owner.
- B. If binder is ordered, spray all mulched surfaces with asphalt binder material so surface has a uniform appearance. Binder shall be uniformly applied to mulch at rate of approximately 8.0 gallons per 1,000 square feet, with a minimum of 6.0 gallons and a maximum of 10.0 gallons per 1,000 square feet depending on the type of mulch and the effectiveness of the binder securing it. Bituminous binder material may be sprayed on the mulched slop areas from either the top or the bottom of the slope. Use pump and air compressor of adequate capacity to insure uniform distribution of the bituminous material.

### 3.07 MAINTENANCE

- A. Maintain seeded area until final acceptance of work under the Contract.
- B. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Neatly trim edges and hand clip where necessary.
- C. Immediately remove clippings after mowing and trimming.
- D. Water daily to prevent grass and soil from drying out.
- E. Roll surface to remove minor depressions or irregularities.
- F. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- G. Immediately reseed areas which show bare spots.
- H. Protect seeded areas with warning signs during maintenance period.

END OF SECTION 02936-4

## EXHIBIT A-1

### SECTION 02938 SODDING

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Preparation of subsoil
- B. Placing topsoil.
- C. Fertilizing.
- D. Sod installation.
- E. Maintenance.

##### 1.02 REFERENCES

- A. ASPA (American Sod Producers Association) – Guideline Specifications to Sodding.
- B. FS O-F-241 – Fertilizers, Mixed, Commercial.
- C. Applicable portions of the City of Naples Fertilizer Ordinance 08-11972

##### 1.03 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

##### 1.04 QUALITY ASSURANCE

- A. Sod Producer: Company specializing in sod production and harvesting with minimum five years experience, and certified by the State of Florida.
- B. Installer: Company approved by the sod producer.
- C. Sod: Minimum age of 18 months, with root development that will support its own weight, without tearing, when suspended vertically by holding the upper two corners.
- D. Submit sod certification for grass species and location of sod source.

##### 1.05 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Applicable portions of the City of Naples Fertilizer Ordinance 08-11972

##### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 01600, Material and Equipment.

## EXHIBIT A-1

- B. Store and protect products under provisions of Section 01600, Material and Equipment.
- C. Deliver sod on pallets. Protect exposed roots from dehydration.
- D. Do not deliver more sod than can be laid within 24 hours.

### 1.07 MAINTENANCE SERVICE

- A. Maintain installed sod until Owner has accepted all work.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Sod: Nursery grown grade; cultivated grass sod; type indicated below; with strong fibrous root system, free of stones, burned or bare spots. Sod shall be as shown on plans.
- B. Topsoil: Excavated from site and free of weeds.
- C. Fertilizer: As recommended by sod producer.
- D. Water: Clean, fresh, and free of substances or matter which could inhibit vigorous growth of grass.

### 2.02 ACCESSORIES

- A. Wood Pegs: Softwood; sufficient size and length to ensure anchorage of sod on slope.
- B. Wire Mesh: Interwoven hexagonal metal wire mesh of 2 size.

### 2.03 HARVESTING SOD

- A. Machine cut sod and load on pallets.
- B. Cut sod in area not exceeding one sq yd with minimum ½ inch topsoil base.

## PART 3 EXECUTION

### 3.01 INSPECTION

- A. Verify that prepared soil base is ready to receive the work of this Section
- B. Beginning of installation means acceptance of existing site conditions.

### 3.02 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials and undesirable plants and their roots. Do not bury foreign material beneath areas to be sodded. Remove contaminated subsoil.
- C. Scarify subsoil to a depth of 4 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.

## EXHIBIT A-1

### 3.03 PLACING TOPSOIL

- A. Spread topsoil to a minimum depth of 2 inches over area to be sodded.
- B. Place topsoil during dry weather and on dry, unfrozen subgrade.
- C. Remove vegetable matter and foreign non-organic material while spreading.
- D. Grade to eliminate rough, low, or soft areas, and to ensure positive drainage.

### 3.04 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to installation of sod.
- C. Apply fertilizer no more than 48 hours before laying sod.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

### 3.05 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod within 24 hours after harvesting to prevent deterioration.
- C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- D. Lay smooth. Align with adjoining grass areas. Place top elevation of sod ½ inch below adjoining paving or curbs.
- E. On slopes 6 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.
- F. Prior to placing sod on slopes exceeding 8 inches per foot or where indicated, place wire mesh over topsoil. Securely anchor sod in place over wire mesh and topsoil with wood pegs sunk firmly into the ground.
- G. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
- H. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities. Roll sodded areas with roller not exceeding 150 lbs per foot of roller width.

### 3.06 MAINTENANCE

- A. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches.
- B. Neatly trim edges and hand clip where necessary.
- C. Immediately remove clippings after mowing and trimming.

## EXHIBIT A-1

- D. Water to prevent grass and soil from drying out.
- E. Roll surface to remove minor depressions or irregularities.
- F. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- G. Immediately replace sod to areas which show deterioration or bare spots.
- H. Protect sodded areas with warning signs during maintenance period.

END OF SECTION

02938-4

# 5TH AVENUE NORTH ROW IMPROVEMENTS

## CONSTRUCTION PLANS

### PREPARED BY

**ENGINEERING :** GULF SHORE ENGINEERING, INC.  
 2375 TAMiami TRAIL NORTH  
 SUITE 207  
 NAPLES, FL 34103  
 TEL: (239) 261-2290  
 FAX: (239) 261-6530



### ARCHITECTURE : ARCHITECTURAL LAND DESIGN, INC.

2780 S. HORSESHOE DRIVE  
 SUITE 5  
 NAPLES, FL 34104  
 PHONE: (239) 430-1661  
 FAX: (239) 430-1664



### SURVEYOR : JOHNSON ENGINEERING, INC.

2350 STANFORD COURT  
 NAPLES, FLORIDA 34112  
 TEL: (239) 280-4325  
 FAX: (239) 434-9320



### PREPARED FOR

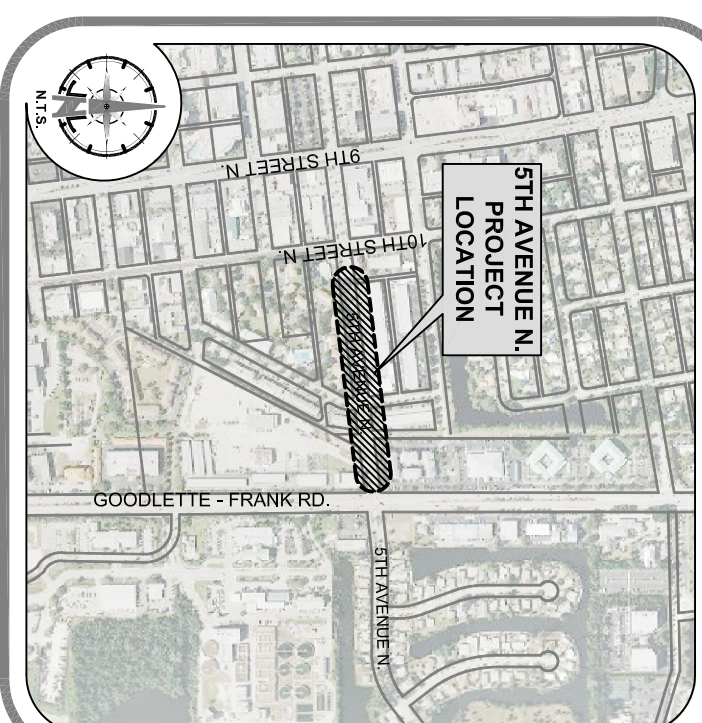


**CITY OF NAPLES**  
 295 RIVERSIDE CIRCLE,  
 NAPLES, FLORIDA 34102

### LOCATION

SECTION 34, TOWNSHIP 49 SOUTH,  
 RANGE 25 EAST, COLLIER COUNTY,  
 FLORIDA

### LOCATION MAP



### SHEET - INDEX

ENGINEERING PLANS	
1	COVER SHEET
2	AERIAL PHOTO OVERLAY EXISTING CONDITIONS (1)
3	AERIAL PHOTO OVERLAY EXISTING CONDITIONS (2)
4	CLEARING PLAN (1)
5	CLEARING PLAN (2)
6	MASTER SITE, SIGNING, STRIPING & PARKING PLAN
7	MASTER SITE, SIGNING, STRIPING & PARKING PLAN - DETAILS
8	PAVING, GRADING & DRAINAGE PLAN
9	PAVING, GRADING & DRAINAGE - DETAILS
10	EROSION PLAN
11	EROSION PLAN - DETAILS
LANDSCAPING PLANS	
L1	PLANTING PLAN (1) - revised 03-15-2012
L2	PLANTING PLAN (2)
L3	PLANTING PLAN (3)
L4	IRRIGATION PLAN (1) - revised 03-15-2012
L5	IRRIGATION PLAN (2)
L6	IRRIGATION PLAN (3)

### ATTENTION !!

THESE PLANS MAY HAVE BEEN MODIFIED IN SIZE DURING REPRODUCTION. PRIOR TO OBTAINING SCALED DATA, USERS MUST VERIFY ALL NOTED INDEX SCALES AGAINST THE GRAPHIC SCALES SHOWN ON INDIVIDUAL PLAN SHEETS.

NOTE: THESE CONSTRUCTION PLANS WERE PREPARED AS PART OF THE CONTRACT DOCUMENTS FOR THE REFERENCED PROJECT. TECHNICAL SPECIFICATIONS AND ANY ADDITIONAL SUPPLEMENTS TO THE CONTRACT DOCUMENTS SHOULD BE REVIEWED FOR MATERIAL CONSTRUCTION, TESTING AND PERMIT REQUIREMENTS PRIOR TO BIDDING.

### CONTRACTOR NOTE !

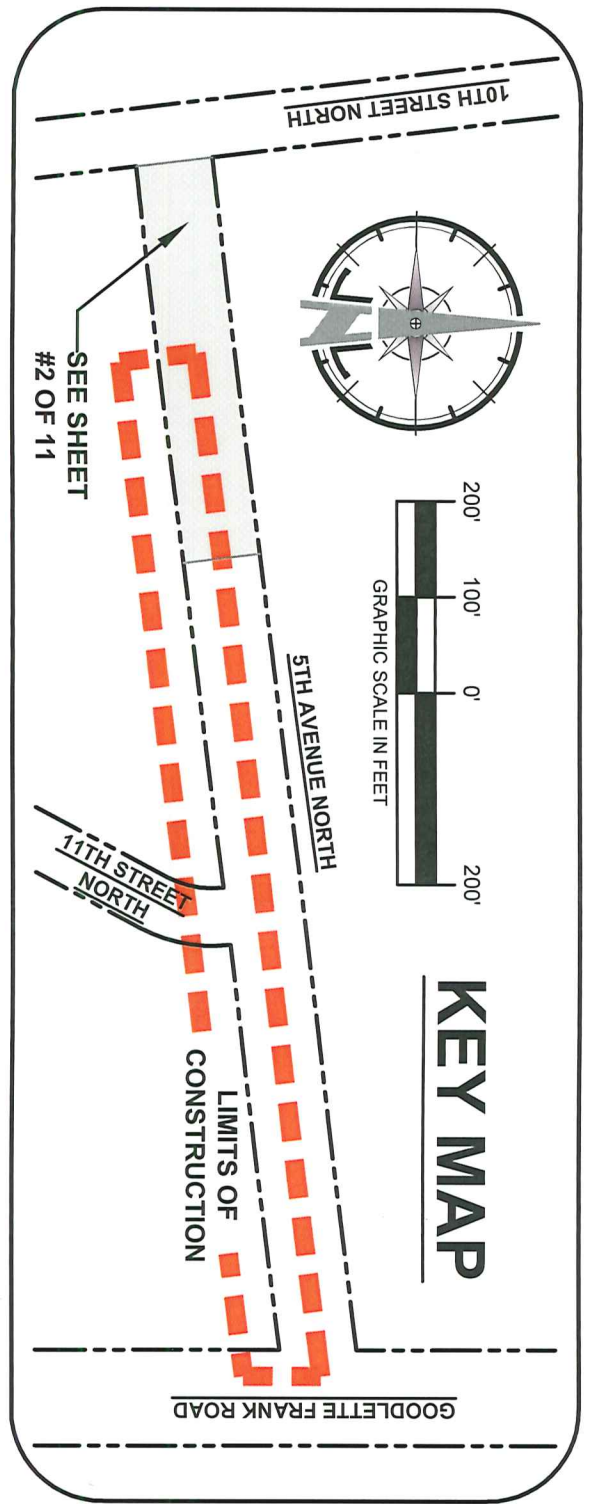
THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS THEY BEAR OFFICIAL STAMPED APPROVAL FROM AGENCY AND ENGINEERS SIGNATURE AND SEAL AFFIXED HEREON



" INVESTIGATE BEFORE YOU EXCAVATE "  
 CALL SUNSHINE STATE ONE  
**1-800-432-4770**  
 FL. STATUTE 553.851 (1979) REQUIRES  
 MIN. 2 DAYS AND MAX. OF 5 DAYS NOTICE  
 BEFORE YOU EXCAVATE  
 CONTRACTOR NOTE!  
 PLEASE NOTIFY ALL UTILITIES BEFORE YOU DIG!!

REVISIONS NO. DESCRIPTION DATE 1 ADDENDUM #1 - REV. LANDSCAPE PLANS L1, L4 03-15-2012	SHEET TITLE: <b>COVER SHEET</b>	CERTIFICATE OF AUTHORIZATION: 26213  2375 Tamiami Trail N., Suite 207 Naples, FL 34103 TEL. No: (239) 261-2290 Fax No: (239) 261-6530
	PLANSET TITLE: <b>CONSTRUCTION PLANS</b>	
	PROJECT NAME: <b>5th AVENUE NORTH ROW IMPROVEMENTS</b>	
DESIGNER: J.N.L. DRAWN: C.M. SCALE-HORIZ.: AS SHOWN SCALE-VERT.: AS SHOWN G/EI PROJECT NO.: 3499 SHEET NO.	GULF SHORE ENGINEERING, INC.	<b>1 OF 11</b>



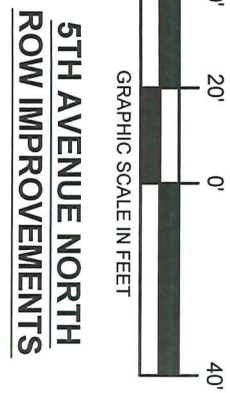


**LEGEND**

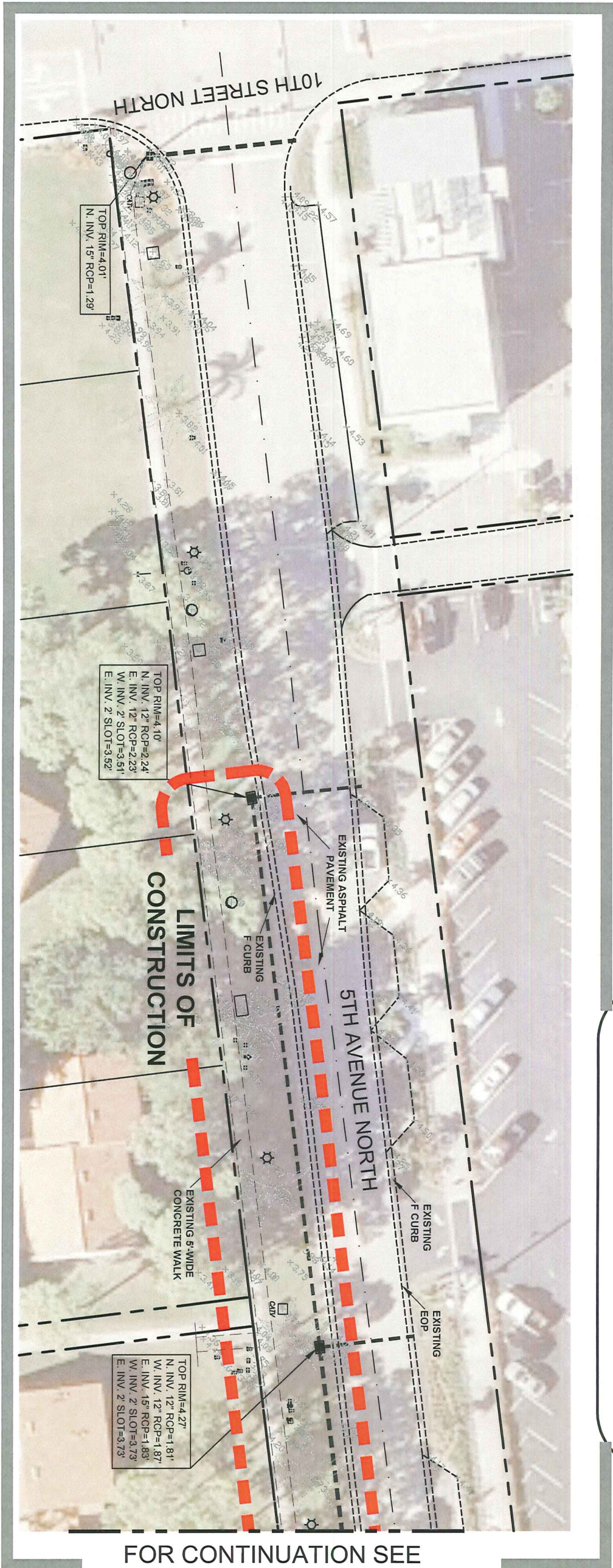
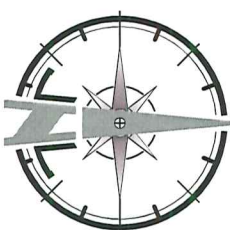
— — — — — LIMITS OF CONSTRUCTION

**NOTES:**

1. AERIAL PHOTO FROM COLLIER COUNTY PROPERTY APPRAISER'S OFFICE - YEAR 2010.
2. ALL INFORMATION SHOWN IS BASED ON CLIENT SURVEY BY JOHNSON ENGINEERING, INC., ACAD DWG. : 8702TOPOPNTS AND 8702TOPOPNTS2R, DATED MARCH, 2011.
3. ALL ELEVATIONS GIVEN ARE BASED ON THE NGVD 1929 DATUM.



**5TH AVENUE NORTH ROW IMPROVEMENTS**



FOR CONTINUATION SEE SHEET# 3 OF 11

REVISIONS		NO.	DESCRIPTION:	DATE:

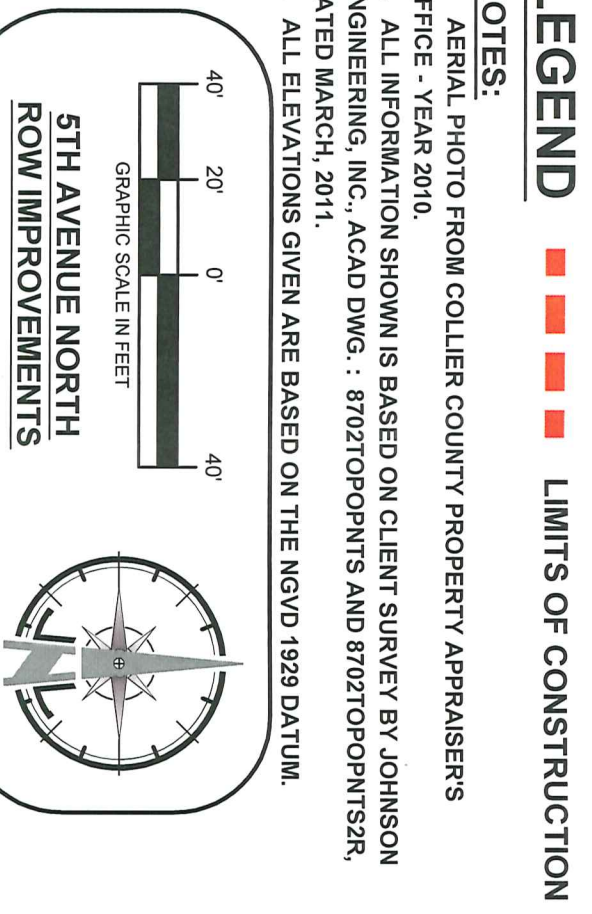
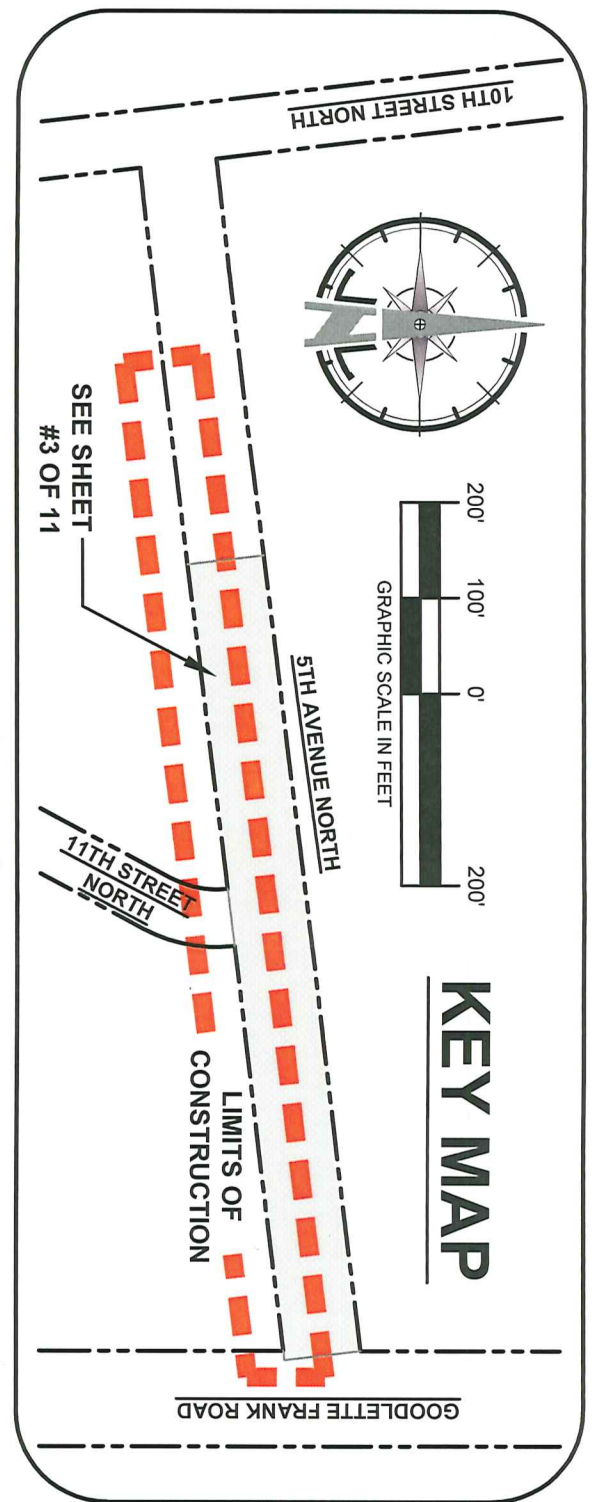
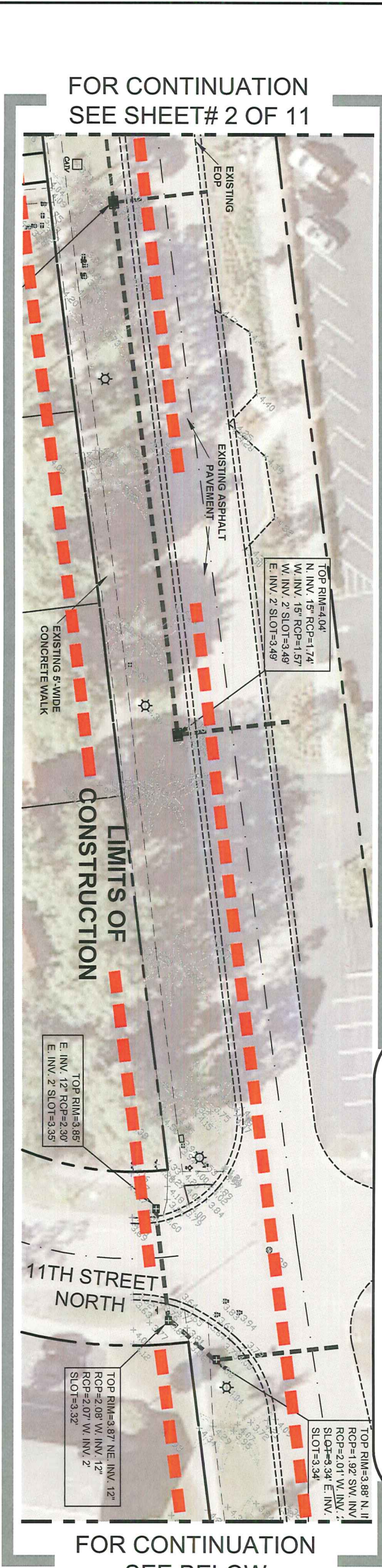
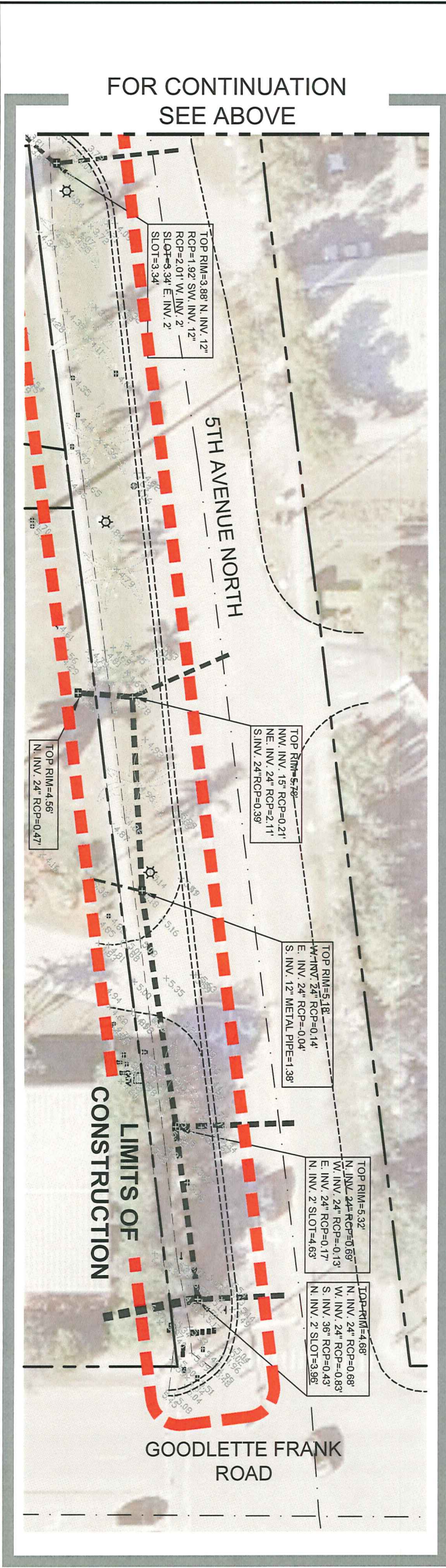
SHEET TITLE:	AERIAL PHOTO OVERLAY EXISTING CONDITIONS (1)
PLANSET TITLE:	CONSTRUCTION PLANS
PROJECT NAME:	5TH AVENUE NORTH ROW IMPROVEMENTS



**CERTIFICATE OF AUTHORIZATION: 26213**

2375 Tamiami Trail N.,  
Suite 207  
Naples, FL 34103  
TEL. No: (239) 261-2290  
Fax No: (239) 261-6530





REVISIONS		SHEET TITLE:
NO.	DESCRIPTION:	
		AERIAL PHOTO OVERLAY EXISTING CONDITIONS (2)
		PLANSSET TITLE:
		CONSTRUCTION PLANS
		PROJECT NAME:
		5TH AVENUE NORTH ROW IMPROVEMENTS

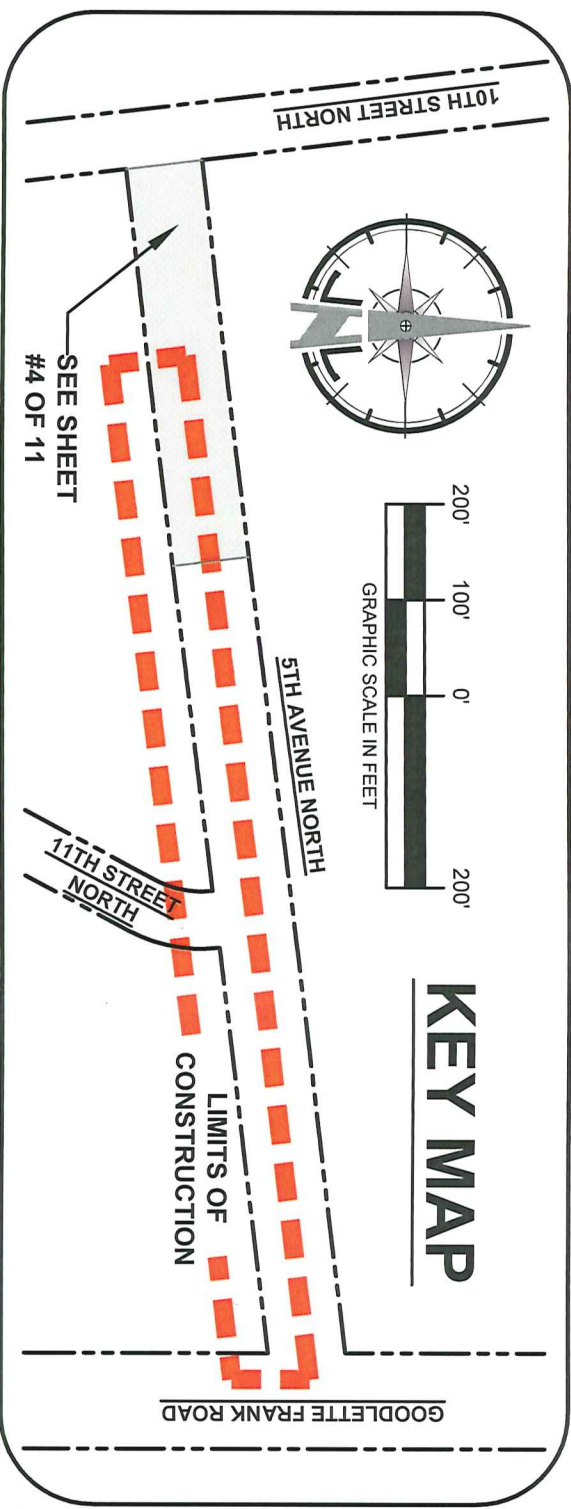
DESIGN: J.N.L.  
 DRAWN: C.M.  
 SCALE-HORIZ.: AS SHOWN  
 SCALE-VERT.: AS SHOWN  
 GEL PROJECT NO.: 349  
 SHEET NO.: 3 OF 11



CERTIFICATE OF AUTHORIZATION: 26213

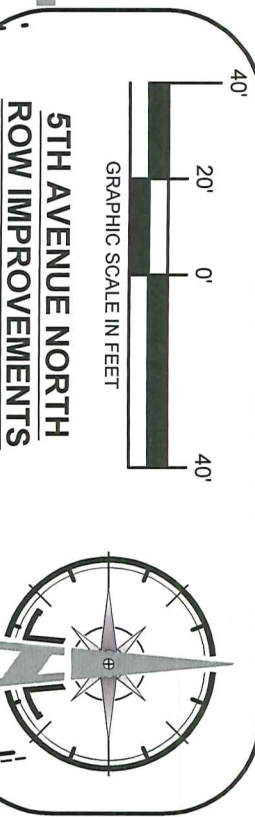
2375 Tamiami Trail N.,  
 Suite 207  
 Naples, FL 34103  
 TEL. No: (239) 261-2290  
 Fax No: (239) 261-6530



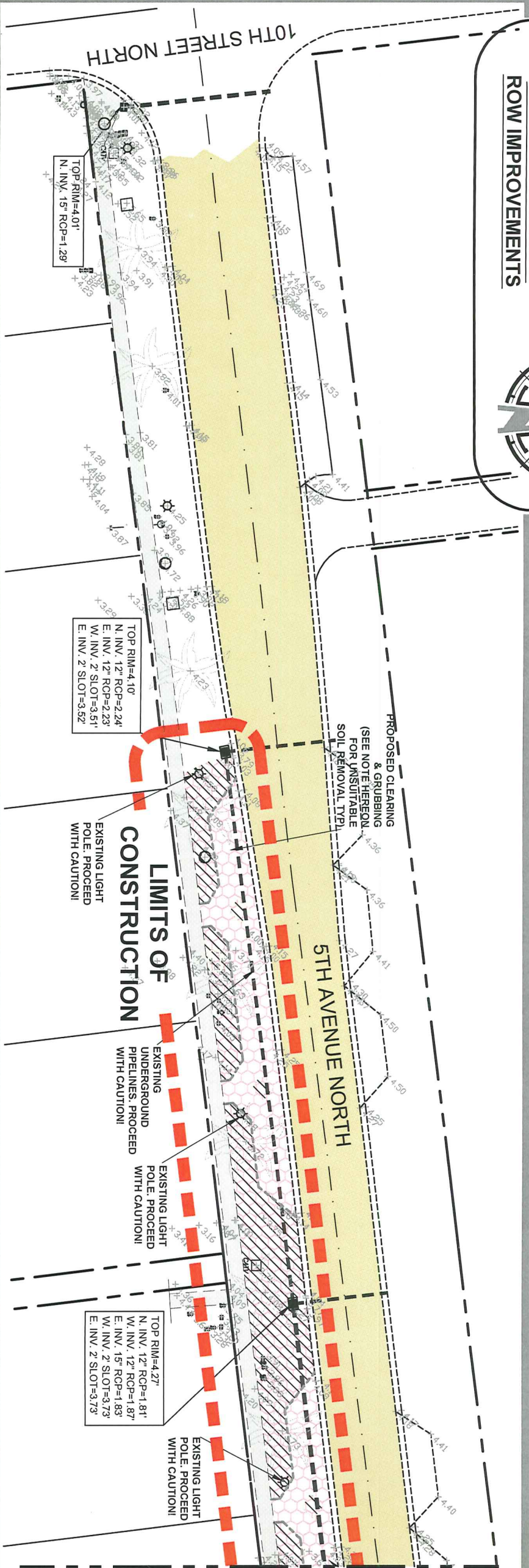


**\*NOTE: REMOVAL OF UNSUITABLE SOILS**  
 AS PART OF INITIAL CLEARING AND GRUBBING PHASE, THE CONTRACTOR SHALL FIELD VERIFY THAT THE SOIL UNDERLYING AREAS DESIGNATED FOR PROPOSED TREES, SHRUBS AND / OR LANDSCAPING IS SUITABLE FOR PLANTING. IF EXCAVATIONS REVEAL UNSUITABLE SOIL, CONTRACTOR WILL OVER-EXCAVATE AND REPLACE TO NECESSARY DEPTH AND WIDTH PER LANDSCAPING PLANS.

**\*\*NOTE: TOPSOIL**  
 PLEASE REFER TO LANDSCAPING PLANS FOR MORE DETAILS AND PLANTINGS - THESE AREAS.



- LEGEND**
- EXISTING ASPHALT PAVEMENT
  - EXISTING CONCRETE WALK (5'-WIDE)
  - LIMITS OF CONSTRUCTION
  - PROPOSED CLEARING (TURF REMOVAL)\*
  - CLEARING AND REPLACEMENT OF TOP SOIL THESE AREAS \*\*



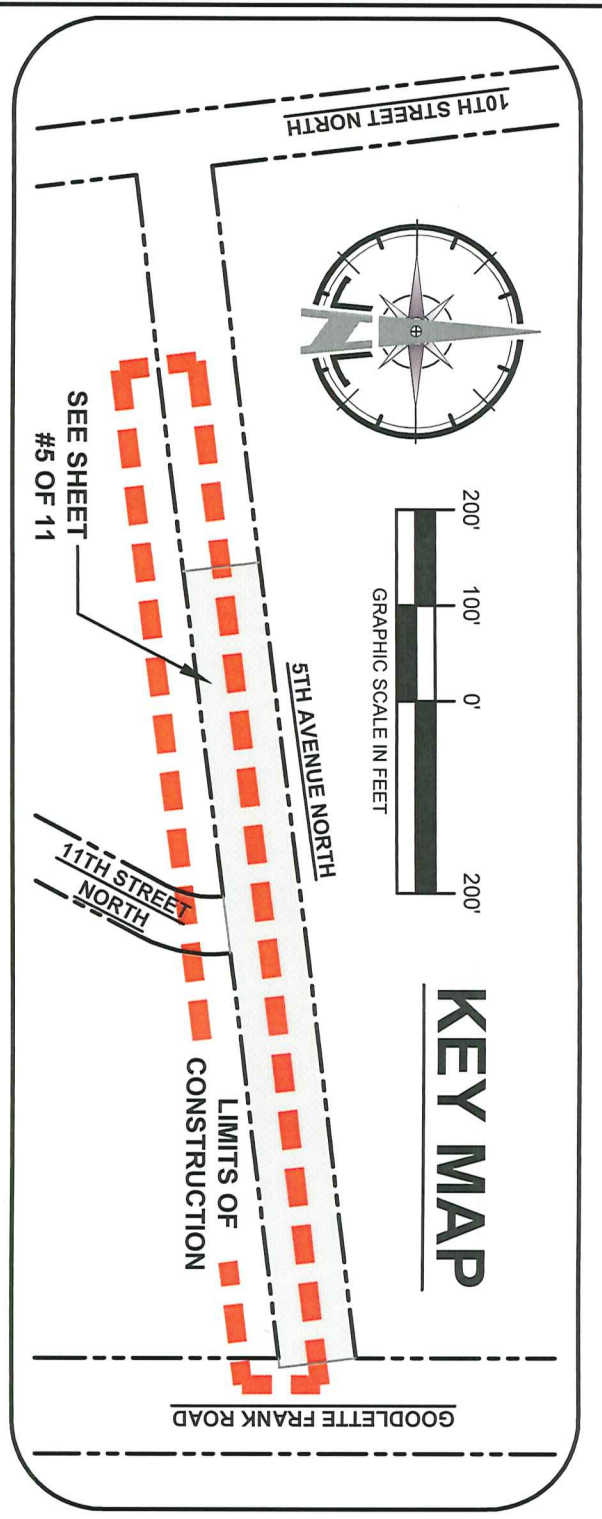
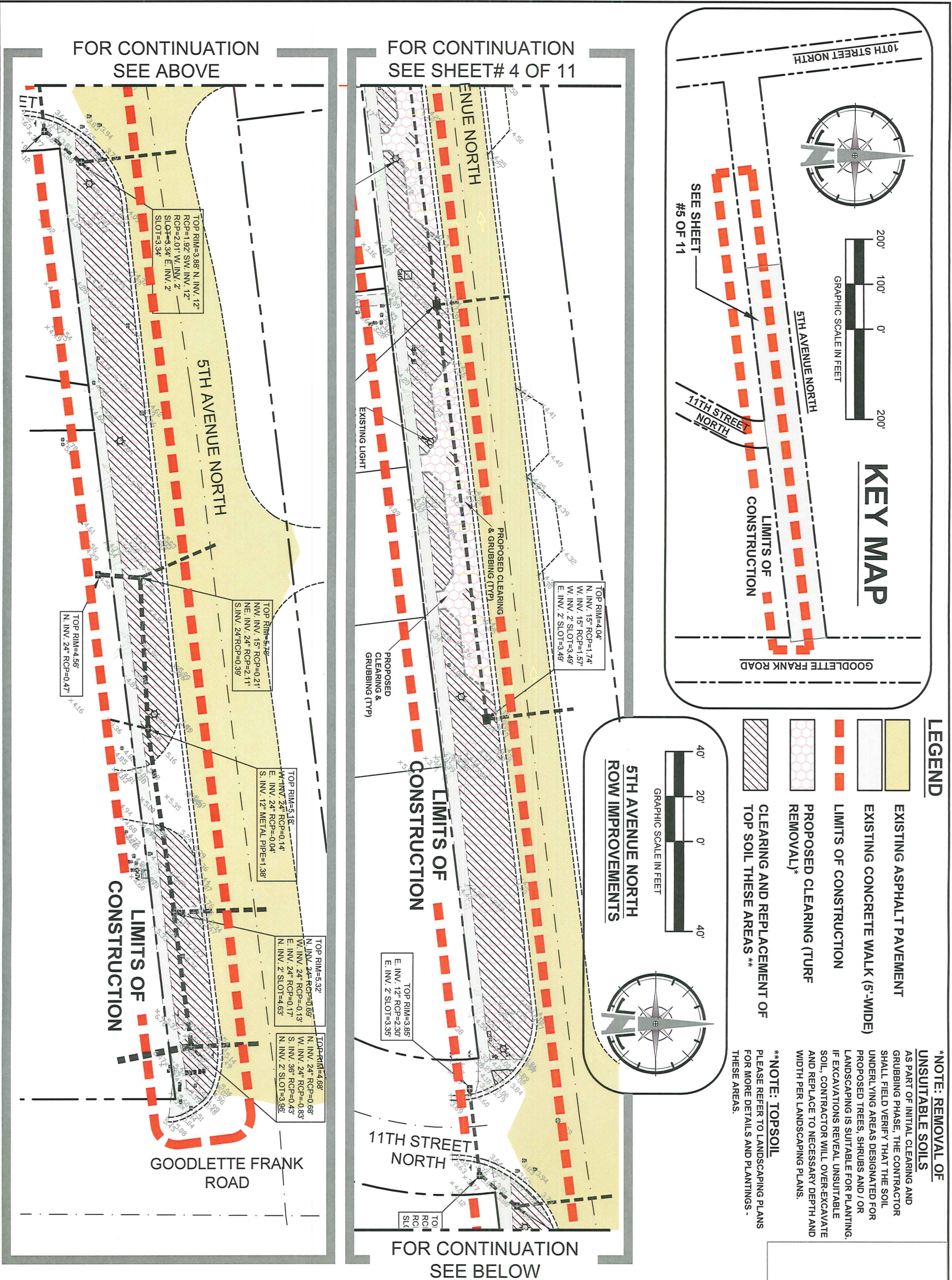
**GENERAL CONSTRUCTION NOTES:**

1. PLEASE NOTE THAT ALTHOUGH THE EXISTING INFORMATION SHOWN ON THESE PLANS HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER, LOCATION OF UTILITIES SHOWN IS NOT GUARANTEED. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES RESULTING FROM THE CONTRACTOR'S FAILURE TO ADEQUATELY LOCATE OR PROTECT THE INTEGRITY OF EXISTING UNDERGROUND LINES AND UTILITIES DURING THE COURSE OF THIS JOB.
2. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN THE AREA 48 HOURS MINIMUM PRIOR TO START OF CONSTRUCTION, AND SHALL HAVE ALL SERVICE LINES (PHONE, POWER, POTABLE WATER, CABLE, SANITARY SEWER, IRRIGATION, FORCE MAIN & ANY OTHERS) LOCATED AND FLAGGED PRIOR TO ANY EXCAVATION.
3. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL UTILITY LINES AND SERVICES DAMAGED DURING CONSTRUCTION, INCLUDING IRRIGATION LINES AND SERVICES. THE APPROPRIATE UTILITY SHALL BE NOTIFIED OF ALL DAMAGED LINES PRIOR TO REPAIR. ALL NECESSARY REPAIRS SHALL BE PERFORMED IMMEDIATELY UPON DAMAGE OF LINES, AND ALL UTILITY WORK SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE AGENCY HAVING JURISDICTION OVER EACH INDIVIDUAL UTILITY.
4. ALL DRIVEWAYS, LANDSCAPING FEATURES, SIGNS, GRASS, ETC. SHALL BE RESTORED TO A CONDITION EQUIVALENT TO PRE- CONSTRUCTION CONDITION UNLESS OTHERWISE APPROVED BY THE ENGINEER AND CITY OFFICIAL.
5. THE CONTRACTOR SHALL FIELD VERIFY ALL GIVEN DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY INCONSISTENCIES BECOME APPARENT IN THE PLAN DIMENSIONS OR ELEVATIONS. IF REQUIRED PLAN DEVIATIONS HAVE BEEN OMITTED OR ARE OTHERWISE UNCLEAR, THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD IMMEDIATELY.
6. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF EXISTING STREETS ADJACENT TO THE PROJECT AREA. ALL TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH THE FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY AND OBTAIN LOCAL GOVERNMENT APPROVAL FOR WORK IN THE EXISTING PUBLIC R.O.W.
7. THE REVIEW & APPROVAL OF IMPROVEMENT PLANS DOES NOT AUTHORIZE THE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EXISTING EASEMENTS OF RECORD.
8. THIS PLAN IS NOT INTENDED TO BE ALL INCLUSIVE OF EXISTING FACILITIES OR MATERIALS TO BE REMOVED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTING CONDITIONS WITH REGARDS TO SITE MODIFICATIONS NECESSARY TO ACCOMMODATE THE PROPOSED IMPROVEMENTS.

FOR CONTINUATION SEE SHEET# 5 OF 11

<p><b>4 OF 11</b></p>	<p><b>REVISIONS</b></p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION:</th> <th>DATE:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DESCRIPTION:	DATE:				<p>SHEET TITLE: <b>CLEARING PLAN (1)</b></p>	<p><b>2375 Tamiami Trail N., Suite 207 Naples, FL 34103 TEL. No: (239) 261-2290 Fax No: (239) 261-6530</b></p>
	NO.	DESCRIPTION:	DATE:							
	<p>PLANSHEET TITLE: <b>CONSTRUCTION PLANS</b></p>		<p>CERTIFICATE OF AUTHORIZATION: 26213</p>							
<p>PROJECT NAME: <b>5TH AVENUE NORTH ROW IMPROVEMENTS</b></p>		<p>DESIGN: J.N.L. DRAWN: C.M. SCALE-HORIZ.: AS SHOWN SCALE-VERT.: AS SHOWN G&amp;E PROJECT NO.: 349 SHEET NO.</p>								
<p>DATE:</p>		<p>DATE:</p>								





**LEGEND**

- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE WALK (5'-WIDE)
- LIMITS OF CONSTRUCTION
- PROPOSED CLEARING (TURF REMOVAL)\*
- CLEARING AND REPLACEMENT OF TOP SOIL THESE AREAS \*\*

**\*NOTE: REMOVAL OF UNSUITABLE SOILS**  
 AS PART OF INITIAL CLEARING AND GRUBBING PHASE, THE CONTRACTOR SHALL FIELD VERIFY THAT THE SOIL UNDERLYING AREAS DESIGNATED FOR PROPOSED TREES, SHRUBS AND / OR LANDSCAPING IS SUITABLE FOR PLANTING. IF EXCAVATIONS REVEAL UNSUITABLE SOIL, CONTRACTOR WILL OVER-EXCAVATE AND REPLACE TO NECESSARY DEPTH AND WIDTH PER LANDSCAPING PLANS.

**\*\*NOTE: TOPSOIL**  
 PLEASE REFER TO LANDSCAPING PLANS FOR MORE DETAILS AND PLANTINGS - THESE AREAS.

**5TH AVENUE NORTH ROW IMPROVEMENTS**

GRAPHIC SCALE IN FEET (0 to 40')

REVISIONS		NO.	DESCRIPTION:	DATE:

DESIGN: J.N.L.  
 DRAWN: C.M.  
 SCALE-HORIZ.: AS SHOWN  
 SCALE-VERT.: AS SHOWN  
 G/EI PROJECT NO.: 349  
 SHEET NO.: 5 OF 11

SHEET TITLE: **CLEARING PLAN (2)**  
 PLANSET TITLE: **CONSTRUCTION PLANS**  
 PROJECT NAME: **5TH AVENUE NORTH ROW IMPROVEMENTS**






**GULF SHORE ENGINEERING, INC.**

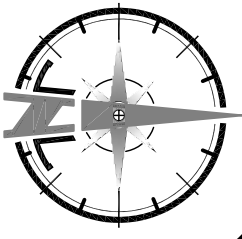
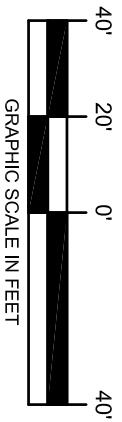
2375 Tamiami Trail N., Suite 207  
 Naples, FL 34103  
 TEL. No: (239) 261-2290  
 Fax No: (239) 261-6530

CERTIFICATE OF AUTHORIZATION: 26213



**LEGEND**

-  EXISTING ASPHALT PAVEMENT
-  EXISTING CONCRETE WALK (5'-WIDE)
-  PROPOSED NEW ASPHALT PAVEMENT (1-LIFT)
-  PROPOSED NEW CONCRETE WALK (4'-WIDE)
-  LIMITS OF ROADWAY IMPROVEMENTS



**PARKING COUNT**

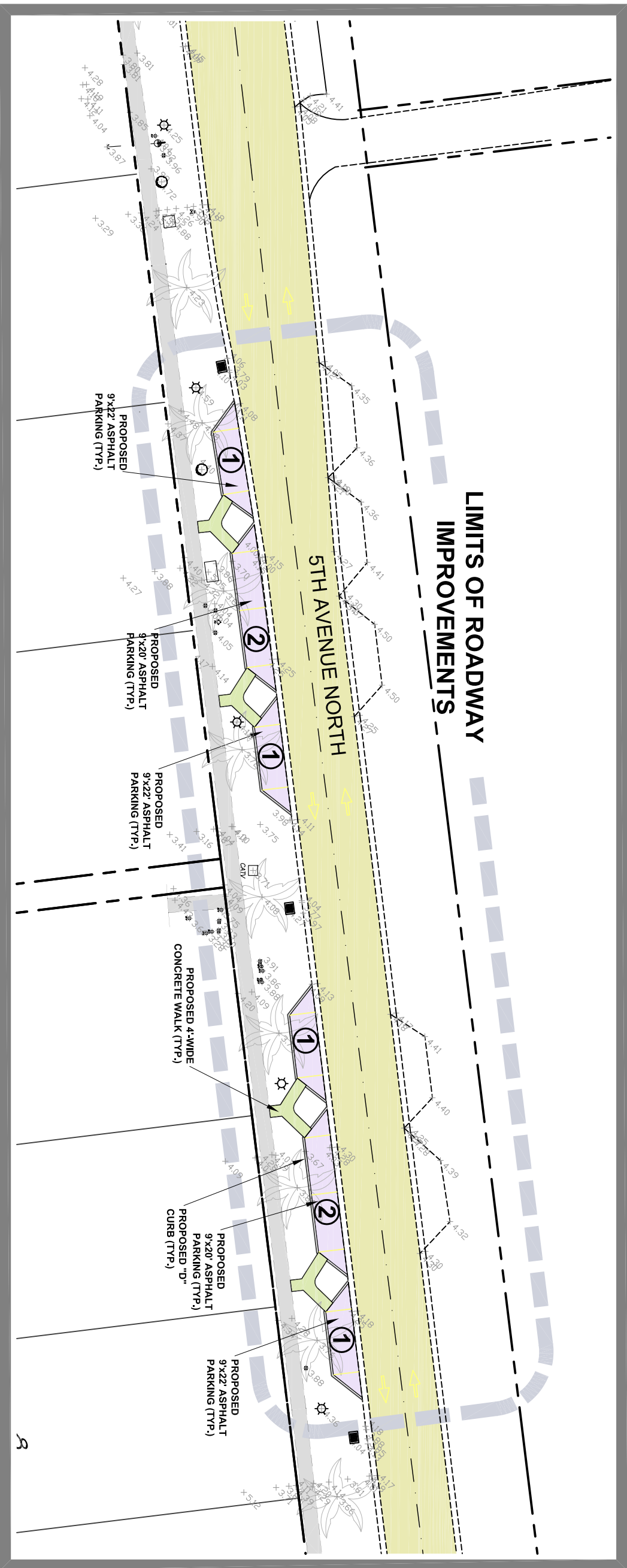
TOTAL PROPOSED STANDARD SPACES = 8

**PLEASE NOTE!**  
**PROJECT LIMITS - ADDITIONAL WORK NOT SHOWN!**

ROADWAY AND PAVING IMPROVEMENTS SHOWN HERE INCLUDE EIGHT (8) PROPOSED PARKING SPACES AND ASSOCIATED SIDEWALKS, LANDSCAPING AND IRRIGATION. PLEASE REFER TO THE LANDSCAPE PLANS FOR ADDITIONAL PROJECT IMPROVEMENTS NOT SHOWN HERE, WHICH INCLUDE:

1. ADDITIONAL LANDSCAPING AND IRRIGATION ALONG THE SOUTH RIGHT OF WAY OF 5TH AVENUE NORTH TO GOODLETTE-FRANK.
2. ADDITIONAL CONSTRUCTION OF A SINGLE (1) OFF-STREET PARKING SPACE CONSISTING OF CRUSHED SHELL MATERIAL ONLY, LOCATED AS SHOWN ON LANDSCAPING PLANS ELSEWHERE ON THE SOUTH RIGHT OF WAY OF 5TH AVENUE NORTH.

**LIMITS OF ROADWAY IMPROVEMENTS**



<b>REVISIONS</b>		SHEET TITLE: <b>MASTER SITE, SIGNING, STRIPING &amp; PARKING PLAN</b>
NO.	DESCRIPTION:	
		PLANSET TITLE: <b>CONSTRUCTION PLANS</b>
		PROJECT NAME: <b>5TH AVENUE NORTH ROW IMPROVEMENTS</b>
DESIGN: J.N.L.	DATE:	81
DRAWN: C.M.		
SCALE-HORIZ.: AS SHOWN		
SCALE-VERT.: AS SHOWN		
G&E PROJECT No.: <b>349</b>		
SHEET NO.		

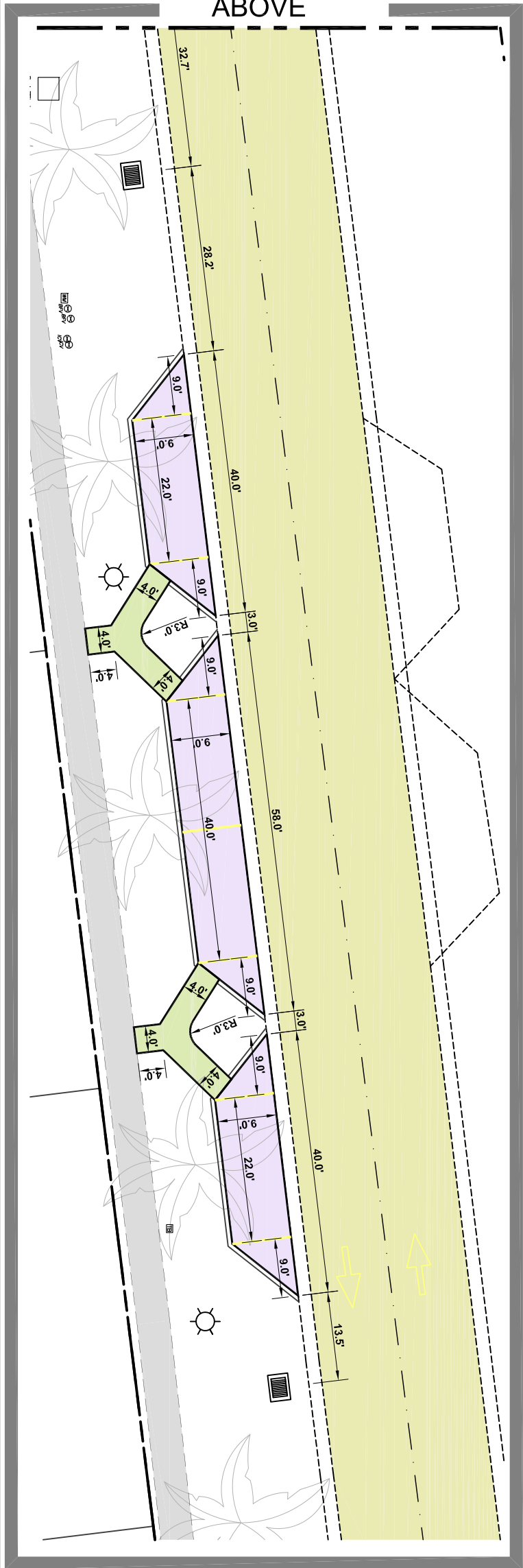


**GULF SHORE ENGINEERING, INC.**

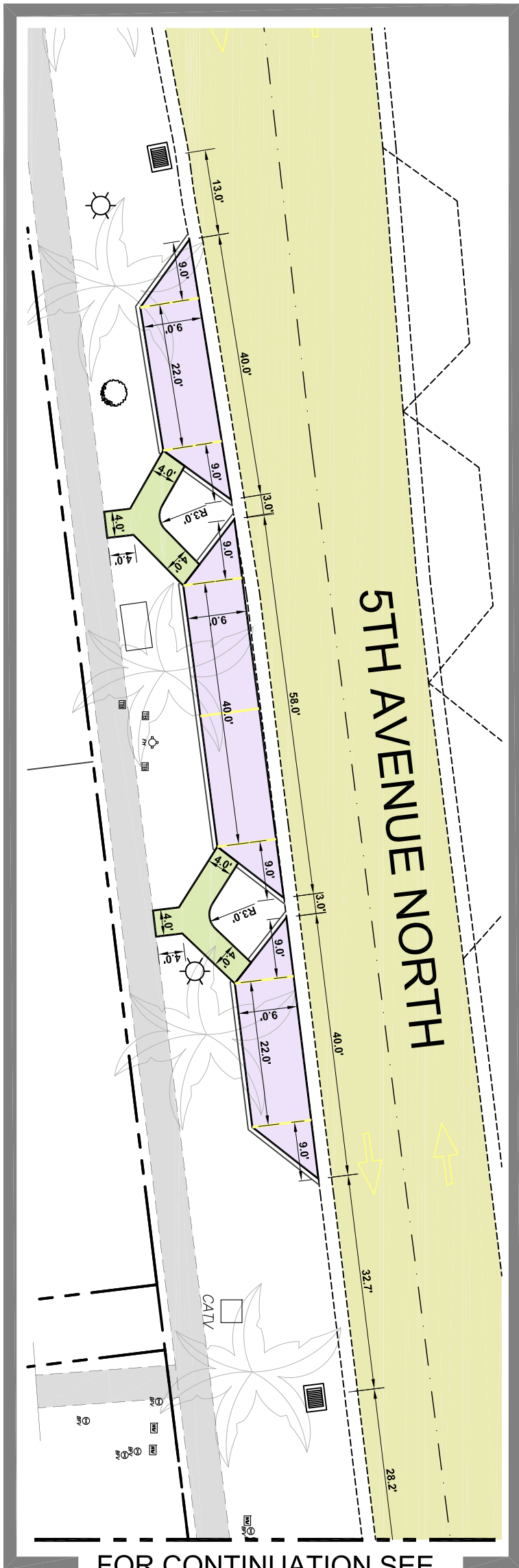
**CERTIFICATE OF AUTHORIZATION: 26213**

2375 Tamiami Trail N., Suite 207  
 Naples, FL 34103  
 TEL. No: (239) 261-2290  
 Fax No: (239) 261-6530





FOR CONTINUATION SEE ABOVE

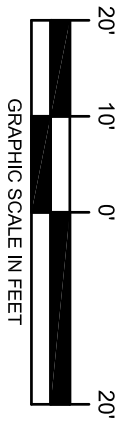


FOR CONTINUATION SEE BELOW

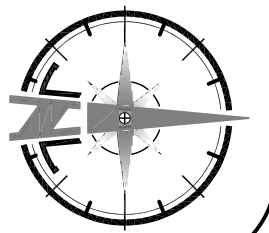


**LEGEND**

-  EXISTING ASPHALT PAVEMENT
-  EXISTING CONCRETE WALK (5'-WIDE)
-  PROPOSED NEW ASPHALT PAVEMENT (1-LIFT)
-  PROPOSED NEW CONCRETE WALK (4'-WIDE)



**5TH AVENUE NORTH  
ROW IMPROVEMENTS**



**REVISIONS**

NO.	DESCRIPTION:	DATE:
1		

SHEET TITLE: **MASTER SITE, SIGNING,  
STRIPING & PARKING PLAN - DETAILS**

PLANSSET TITLE: **CONSTRUCTION PLANS**

PROJECT NAME:

**5TH AVENUE NORTH  
ROW IMPROVEMENTS**











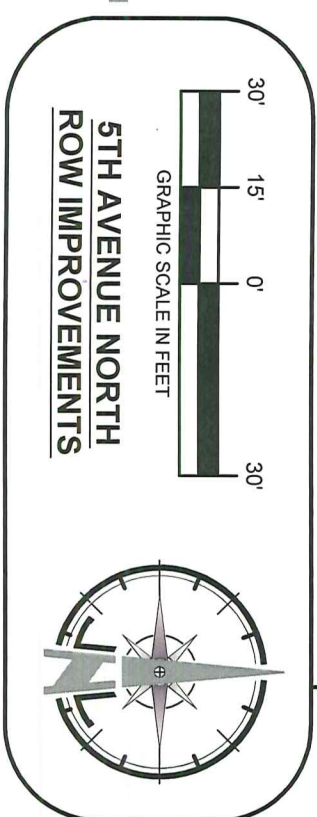
**CERTIFICATE OF  
AUTHORIZATION: 26213**

**2375 Tamiami Trail N.,  
Suite 207  
Naples, FL 34103  
TEL. No: (239) 261-2290  
Fax No: (239) 261-6530**



**LEGEND**

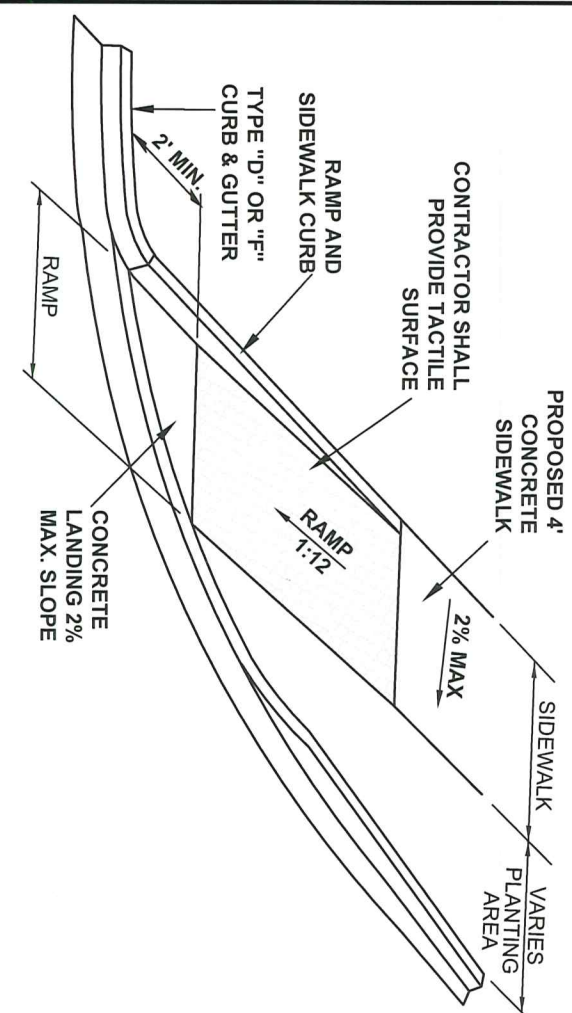
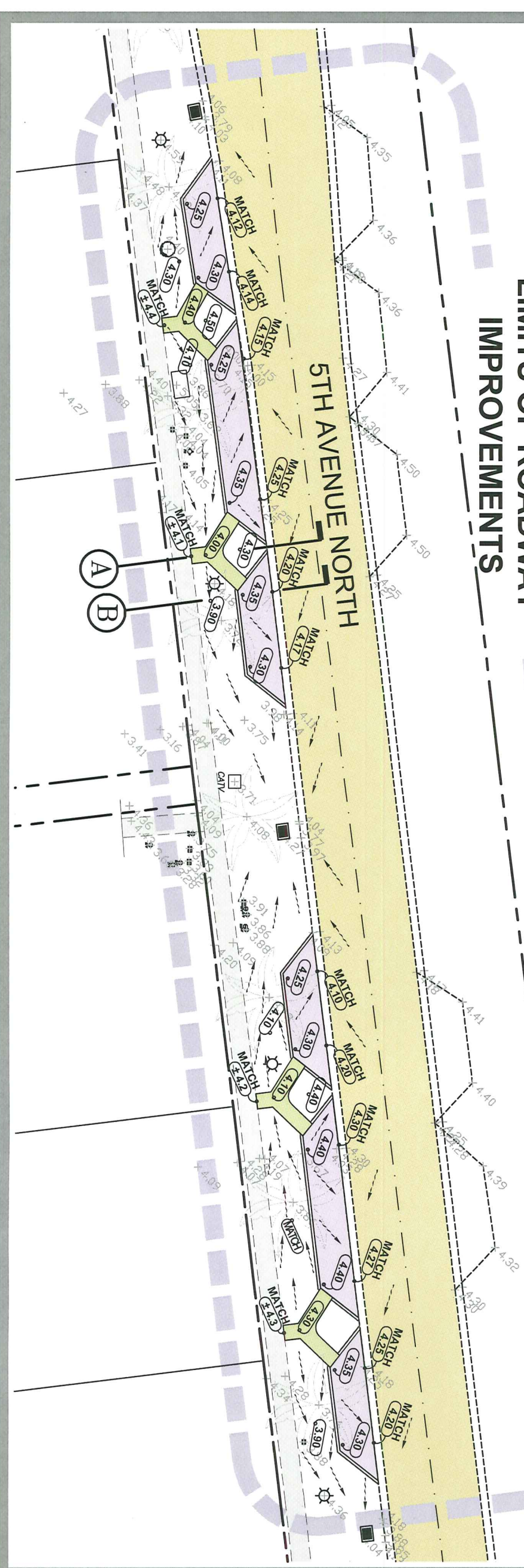
-  EXIST. ASPHALT PAVMT.
-  EXIST. CONC. WALK (5'-WIDE)
-  PROP. NEW ASPHALT PAVMT.
-  PROP. NEW CONC. WALK (4'-WIDE)
-  LIMITS OF IMPROVEMENTS
-  PROPOSED FLOW
-  EXISTING GRADES
-  PROPOSED GRADES



**5TH AVENUE NORTH  
ROW IMPROVEMENTS**

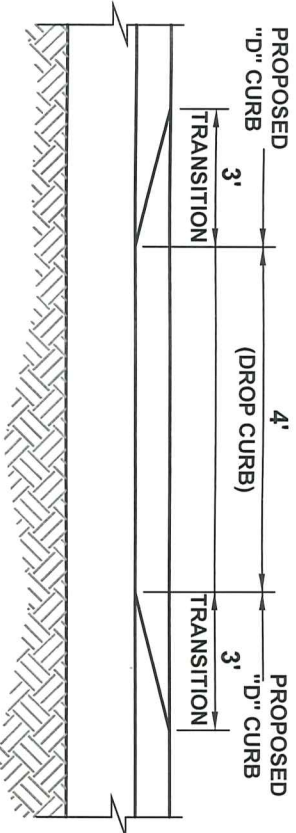
**LIMITS OF ROADWAY  
IMPROVEMENTS**

**5TH AVENUE NORTH**



**CURB RAMP (FDOT INDEX 304) CR 21**

N.T.S.



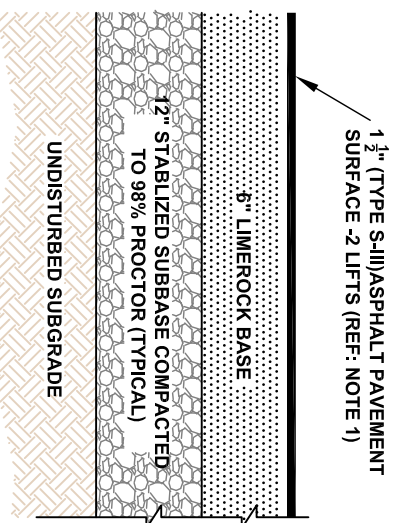
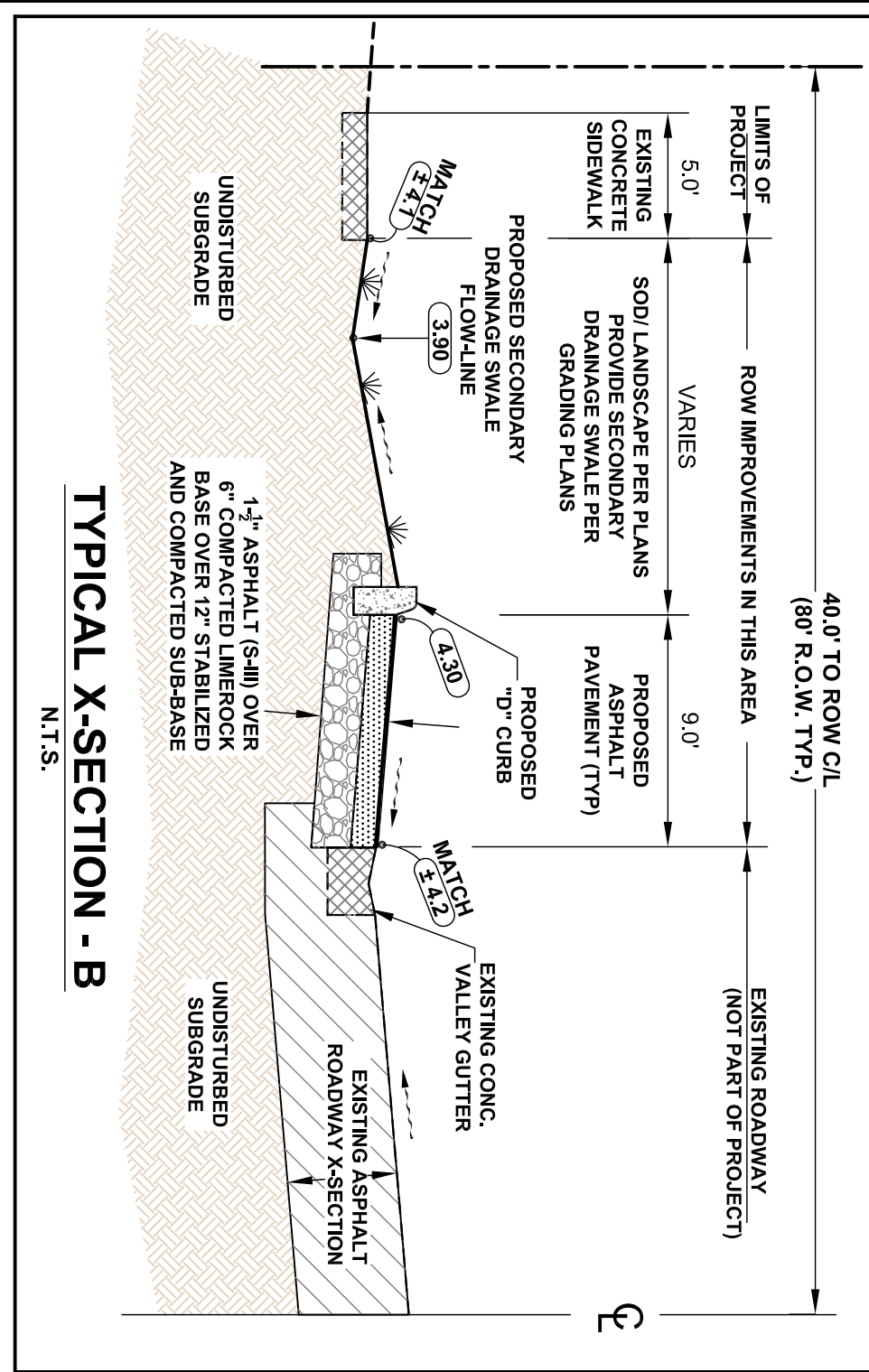
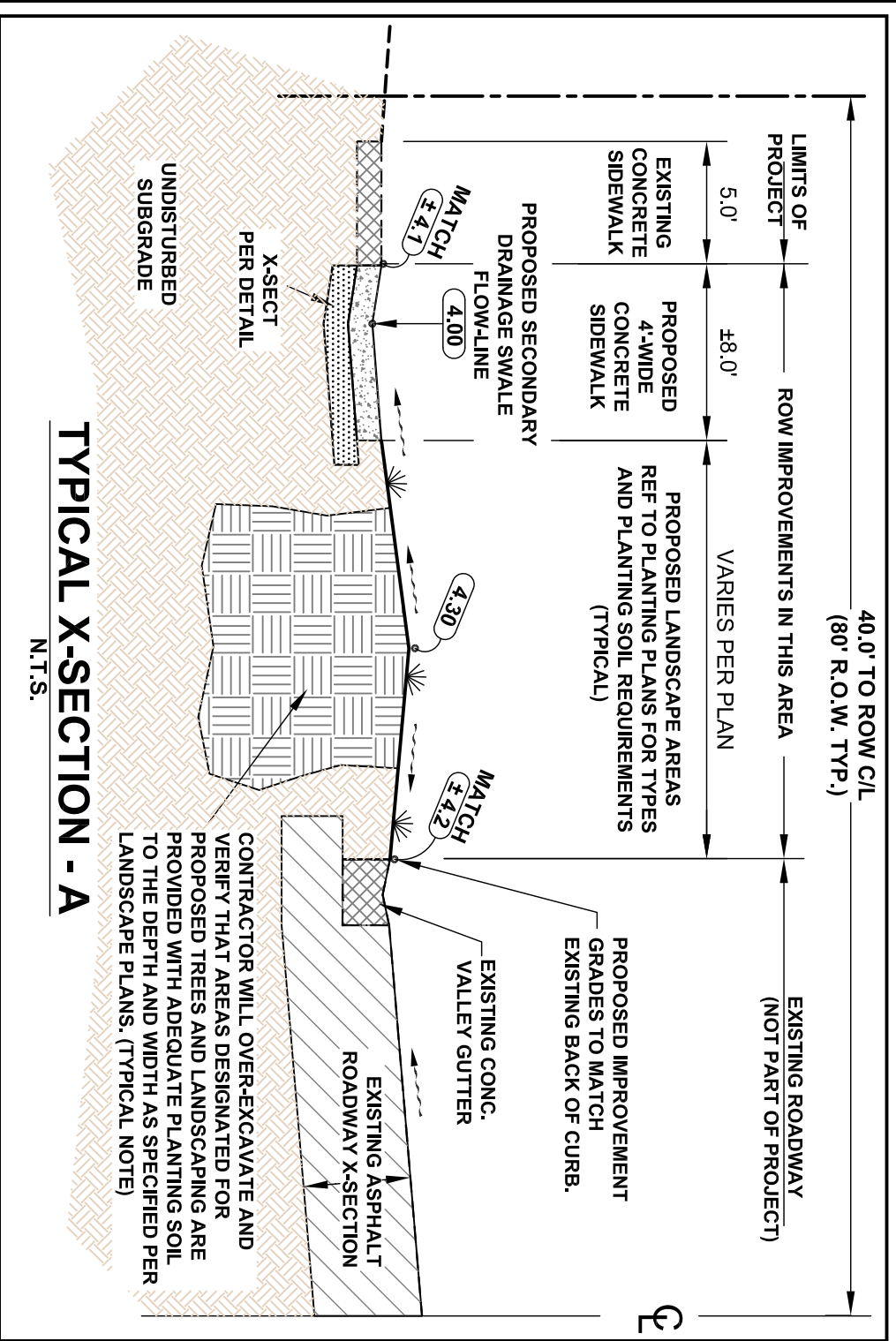
1. A CURB CUT RAMP FACILITY FOR ADA ACCESSIBILITY SHALL BE CONSTRUCTED AT ALL SITES WHERE SIDEWALKS CROSS CURB. FINAL LOCATION TO BE FIELD STAKED BY LANDSCAPE ARCHITECT AND APPROVED BY COUNTY ENGINEER.
2. SIDEWALK AND CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST ADA AND FDOT DESIGN STANDARDS INDEX.
3. CONTRACTOR SHALL PROVIDE TACTILE SURFACE (ON THE FULL WIDTH OF THE PEDESTRIAN CROSSING AND 2' DEEP IN ACCORDANCE WITH LATEST FDOT DESIGN STANDARDS INDEX (SECTION 304, SHEET NO. 6) OR APPROVED EQUAL DETECTABLE WARNING SURFACE TILE MOLDING OR ADA CONCRETE PAVER BRICKS.

**TYPICAL DROP CURB FOR ADA  
ACCESSIBLE RAMP DETAIL**

N.T.S.

DESIGN: J.N.L. DRAWN: C.M.L. SCALE-HORIZ: AS SHOWN SCALE-VERT: AS SHOWN GEI PROJECT NO.: 349 SHEET NO.:	<b>REVISIONS</b> NO. DESCRIPTION DATE		SHEET TITLE: <b>PAVING, GRADING &amp; DRAINAGE PLAN</b> PLANSET TITLE: <b>CONSTRUCTION PLANS</b> PROJECT NAME: <b>5TH AVENUE NORTH ROW IMPROVEMENTS</b>	
	8 OF 11		GULF SHORE ENGINEERING, INC. 2375 Tamiami Trail N., Suite 207, Naples, FL 34103 TEL No: (239) 261-2290 Fax No: (239) 261-6530	
	CERTIFICATE OF AUTHORIZATION: 26213		83	



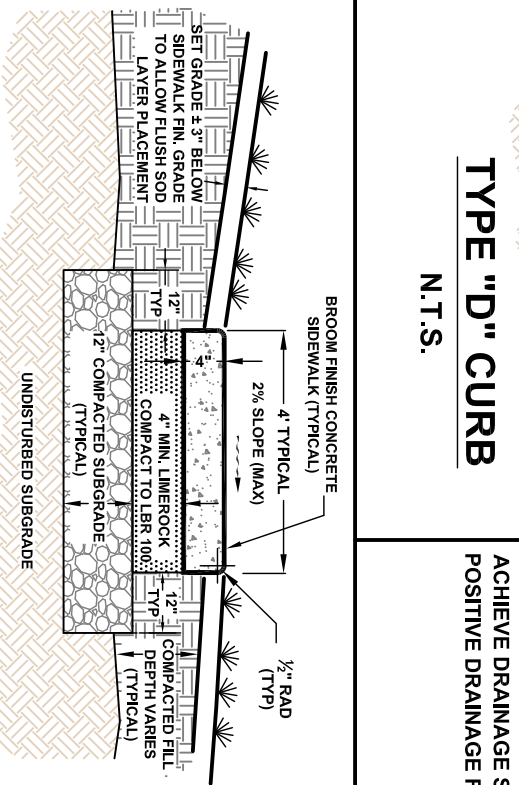
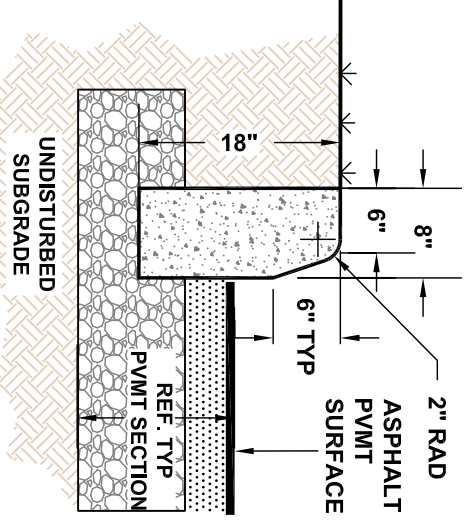


**TYPICAL ASPHALT PARKING X-SECTION**  
N.T.S.

- ASPHALT PAVEMENT-PARKING NOTES:
1. ASPHALTIC CONCRETE PAVEMENT (TYPE S-III) TO BE LAID IN TWO EQUAL (1/2") LIFTS TYPICAL TREATMENT. ALTERNATE SINGLE ASPHALT APPLICATION METHOD FOR WORK IN CONSTRAINED AREAS IS ALLOWABLE WITH PRIOR ENGINEER APPROVAL.
  2. 6-INCH LIMEROCK BASE TO BE COMPACTED TO A MINIMUM OF 98% MAXIMUM DRY DENSITY AND BE A MINIMUM LBR 100.
  3. STABILIZED SUBBASE TO BE COMPACTED TO A MINIMUM OF 98% MAXIMUM DRY DENSITY AND BE A MINIMUM LBR 40 AFTER MIXING.
  4. STABILIZED SUBBASE AND LIMEROCK BASE LAYERS TO EXTEND 12" AND 6" RESPECTIVELY PAST EDGE OF PAVEMENT (E.O.P.) WHERE CURBING IS PRESENT. STABILIZED SUBBASE TO EXTEND 12" PAST BACK OF CURB (B.O.C.).
  5. FOR ALTERNATE TO STABILIZED SUBBASE A 5-1/2" LIMEROCK BASE LAYER MAY BE SUBSTITUTED. CONTRACTOR WILL MAINTAIN SPECIFICATIONS CONSISTENT WITH PREVIOUS PERTINENT SECTIONS SHOWN HEREON.

**PAVING, GRADING & DRAINAGE NOTES:**

1. PLEASE NOTE THAT ALTHOUGH THE EXISTING INFORMATION SHOWN ON THESE PLANS HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER, LOCATION OF UTILITIES SHOWN IS NOT GUARANTEED. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION.
2. ALL EXISTING AND FUNCTIONAL INLETS, CULVERTS, SWALES AND RETENTION AREAS ARE TO BE MAINTAINED THROUGHOUT THIS WORK.
3. ELEVATIONS GIVEN ARE BASED ON THE NGVD 1929 DATUM.
4. CONTRACTOR WILL GRADE ALL OPEN SPACE AREAS TO ACHIEVE DRAINAGE SCHEME SHOWN AND TO ALLOW FOR POSITIVE DRAINAGE FLOW.

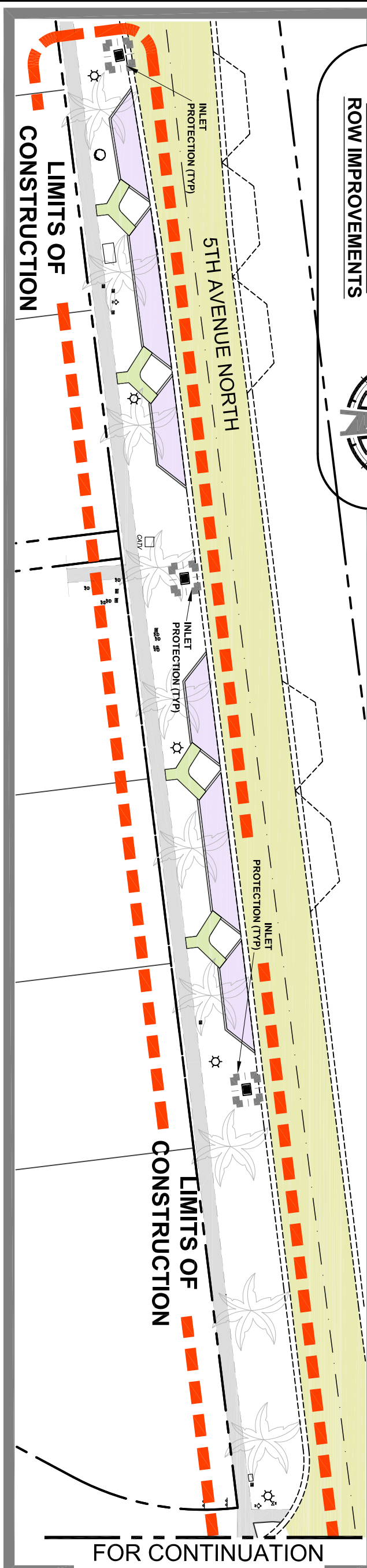
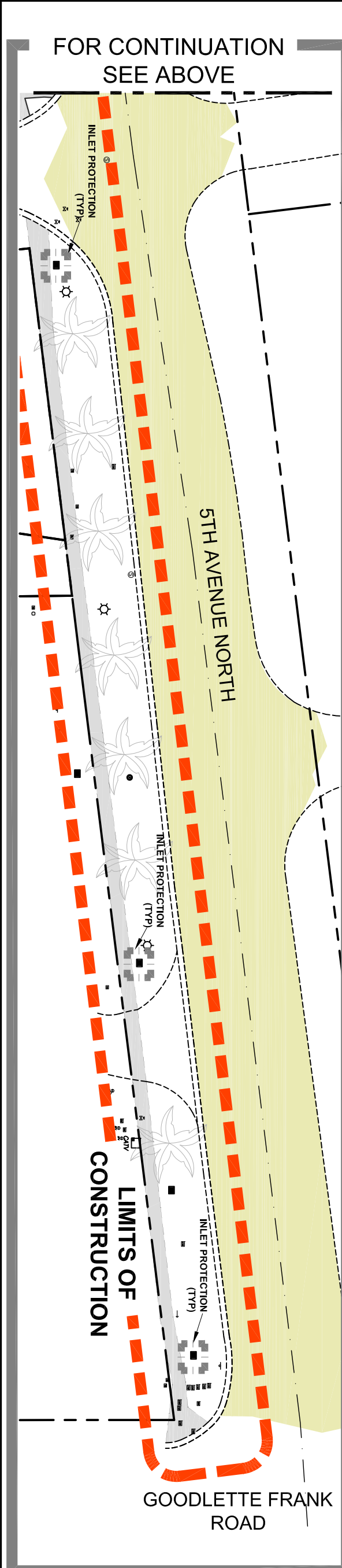


**TYPICAL CONCRETE SIDEWALK CROSS-SECTION**  
N.T.S.

1. MAXIMUM LONGITUDINAL RAMP SLOPE FOR DISABLED ACCESSIBLE HANDICAPPED SIDEWALK WILL BE MAX 1:16.
2. SIDEWALK CONCRETE WILL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI IN 28 DAYS.
3. SIDEWALK WILL BE PROVIDED WITH CONTROL JOINTS @ 5' O.C.; EXPANSION JOINTS @ 100' O.C.

<b>9 OF 11</b> SHEET NO.	<b>REVISIONS</b> NO. DESCRIPTION DATE	SHEET TITLE: <b>PAVING, GRADING &amp; DRAINAGE - DETAILS</b> PLANSET TITLE: <b>CONSTRUCTION PLANS</b> PROJECT NAME: <b>5TH AVENUE NORTH ROW IMPROVEMENTS</b>	<b>GULF SHORE ENGINEERING, INC.</b> 2375 Tamiami Trail N., Suite 207 Naples, FL 34103 TEL. No: (239) 261-2290 Fax No: (239) 261-6530	CERTIFICATE OF AUTHORIZATION: 26213
	DESIGN: J.N.L. DRAWN: C.M. SCALE-HORIZ.: AS SHOWN SCALE-VERT.: AS SHOWN GEL PROJECT No.: 349	84		
	DATE:	PROJECT NO.:		





**LEGEND**

- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE WALK (5'-WIDE)
- PROPOSED NEW ASPHALT PAVEMENT
- PROPOSED NEW CONCRETE WALK
- LIMITS OF CONSTRUCTION
- INLET PROTECTION

**5TH AVENUE NORTH ROW IMPROVEMENTS**

GRAPHIC SCALE IN FEET

**KEY MAP**

10TH STREET NORTH

5TH AVENUE NORTH

11TH STREET NORTH

GOODLETTE FRANK ROAD

SEE SHEET #10 OF 11

GRAPHIC SCALE IN FEET

200' 100' 0' 200'

**PLEASE NOTE!**  
**PROJECT LIMITS - ADDITIONAL WORK NOT SHOWN!**  
 ROADWAY AND PAVING IMPROVEMENTS SHOWN HERE INCLUDE EIGHT (8) PROPOSED PARKING SPACES AND ASSOCIATED SIDEWALKS, LANDSCAPING AND IRRIGATION. PLEASE REFER TO THE LANDSCAPE PLANS FOR ADDITIONAL PROJECT IMPROVEMENTS NOT SHOWN HERE, WHICH INCLUDE:  
 1. ADDITIONAL LANDSCAPING AND IRRIGATION ALONG THE SOUTH RIGHT OF WAY OF 5TH AVENUE NORTH TO GOODLETTE-FRANK.  
 2. ADDITIONAL CONSTRUCTION OF A SINGLE (1) OFF-STREET PARKING SPACE CONSISTING OF CRUSHED SHELL MATERIAL ONLY, LOCATED AS SHOWN ON LANDSCAPING PLANS ELSEWHERE ON THE SOUTH RIGHT OF WAY OF 5TH AVENUE NORTH.

REVISIONS	
NO.	DESCRIPTION:

DATE: \_\_\_\_\_

DESIGN: J.N.L.

DRAWN: C.M.

SCALE-HORIZ.: AS SHOWN

SCALE-VERT.: AS SHOWN

G/EI PROJECT No.: 349

SHEET NO. 10 OF 11

SHEET TITLE: **EROSION PLAN**

PLANSET TITLE: **CONSTRUCTION PLANS**

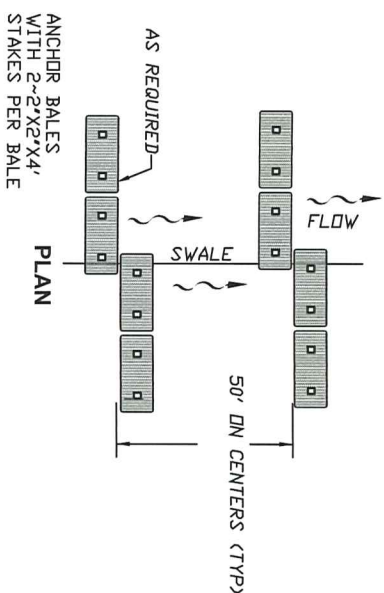
PROJECT NAME: **5TH AVENUE NORTH ROW IMPROVEMENTS**

85



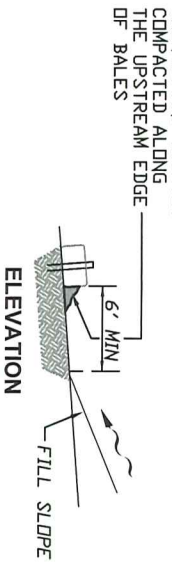
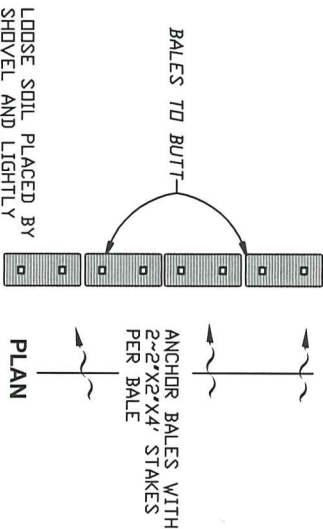
**CERTIFICATE OF AUTHORIZATION: 26213**

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 Naples, FL 34103  
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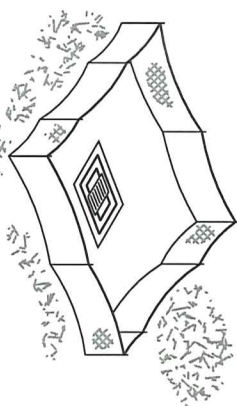
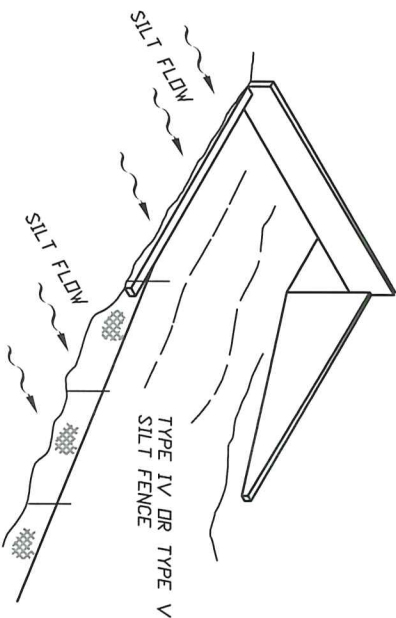
NOTE!  
TO BE USED AT SELECTED SITES WHERE THE NATURAL GROUND SLOPES TOWARDS THE TOE OF SLOPE

**BARRIERS FOR FILL SLOPES**



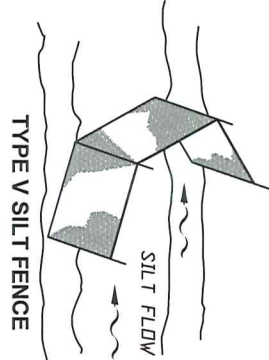
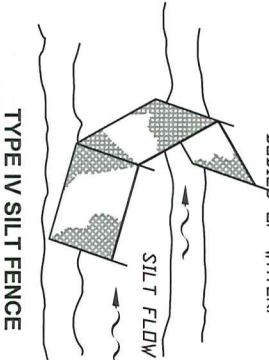
NOTE!  
TO BE USED AT SELECTED SITES WHERE THE NATURAL GROUND SLOPES AWAY FROM THE TOE OF SLOPE

**BALED HAY OR STRAW BARRIER AND SILT FENCES**

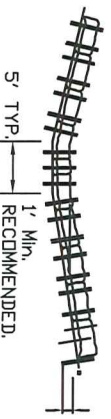
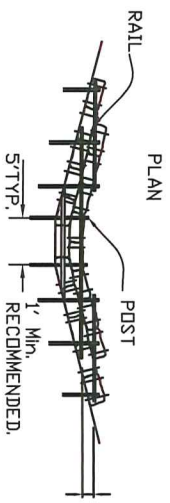
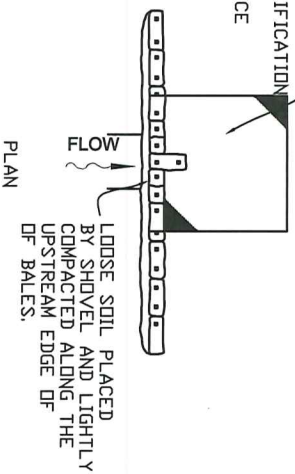
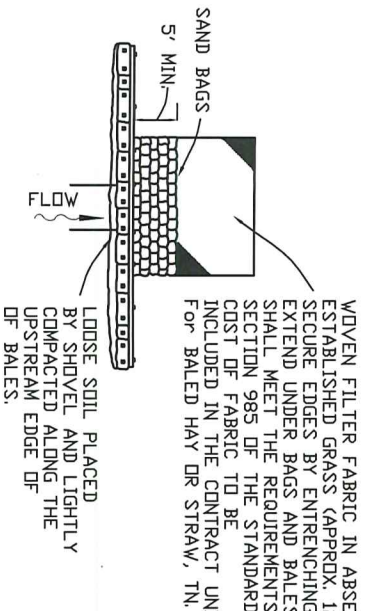


TYPE IV OR TYPE V SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS

NOTE!  
DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.



**TYPICAL SILT FENCE APPLICATIONS**



ANCHOR LOWER BALES WITH 2 - 2" X 2" X 4" STAKES PER BALE. ANCHOR TOP BALES TO LOWER BALES WITH 2 - 2" X 2" X 4" STAKES PER BALE.

ANCHOR LOWER BALES WITH 2 - 2" X 2" X 4" STAKES PER BALE.

ELEVATION

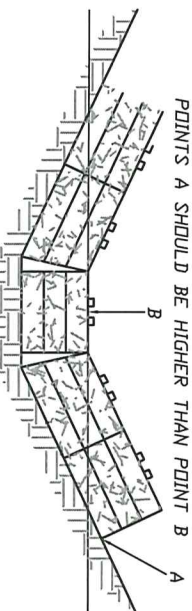
ELEVATION

APPLICATION AND SPACING. THE USE OF TYPES I & II BALE BARRIERS SHOULD BE LIMITED TO THE CONDITIONS OUTLINED IN CHART 1, SHEET 1 OF

TYPE II 3, INDEX NO. 102

TYPE I

**BARRIER FOR UNPAVED DITCHES**



**PROPER PLACEMENT OF A STRAW BALE BARRIER IN DRAINAGE WAY - BMP 1.06**

**EROSION CONTROL NOTES:**

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION, APPROPRIATE EROSION CONTROL DEVICES SHALL BE INSTALLED TO CONTROL AND REDUCE SOIL EROSION AND SEDIMENT TRANSPORT TO OFF SITE AREAS. THE CONTRACTOR SHALL MAINTAIN THESE DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEVICES SHALL REMAIN IN PLACE UNTIL PERMANENT EROSION CONTROL IS ESTABLISHED. THESE DETAILS REPRESENT TYPICAL BEST MANAGEMENT PRACTICES FOR SOIL EROSION CONTROL.
2. THE CONTRACTOR SHALL SUPPLEMENT THIS PLAN AS NEEDED TO CONTROL AND REDUCE SOIL EROSION BASED ON THE CONTRACTORS MEANS, METHODS AND TECHNIQUE OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO FILE AN NPDES (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM) NOTICE OF INTENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND LEE COUNTY DEVELOPMENT SERVICE DIVISION AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

**CERTIFICATE OF AUTHORIZATION: 26213**

**GULF SHORE ENGINEERING, INC.**

2375 Tamiami Trail N., Suite 207  
Naples, FL 34103  
TEL. No: (239) 261-2290  
Fax No: (239) 261-6530

SHEET TITLE: <b>EROSION PLAN - DETAILS</b>	
PLANSET TITLE: <b>CONSTRUCTION PLANS</b>	
PROJECT NAME: <b>5TH AVENUE NORTH ROW IMPROVEMENTS</b>	

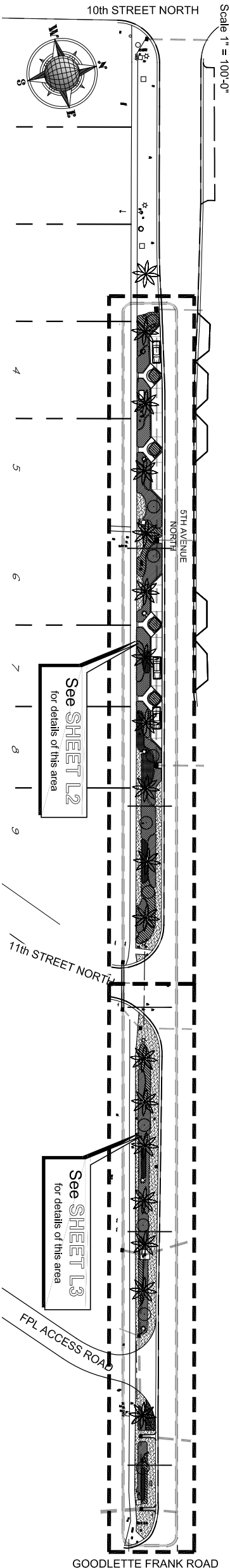
REVISIONS	
NO.	DESCRIPTION:

DESIGNER: J.N.L.	SCALE: HORIZ.: AS SHOWN
DRAWN: C.M.	SCALE: VERT.: AS SHOWN
G.E.I. PROJECT NO.: 349	SHEET NO. 11 OF 11

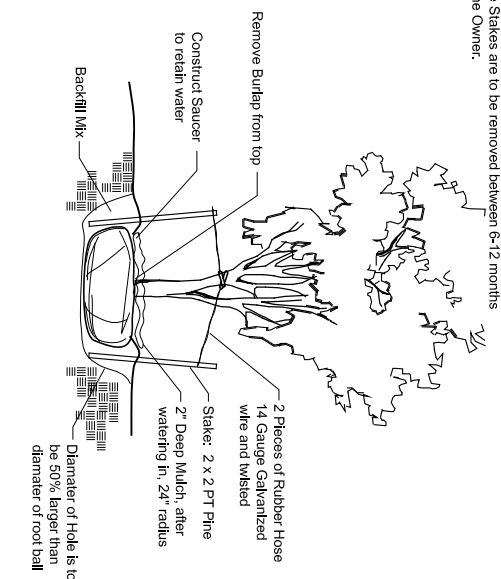


**EXHIBIT A-2**

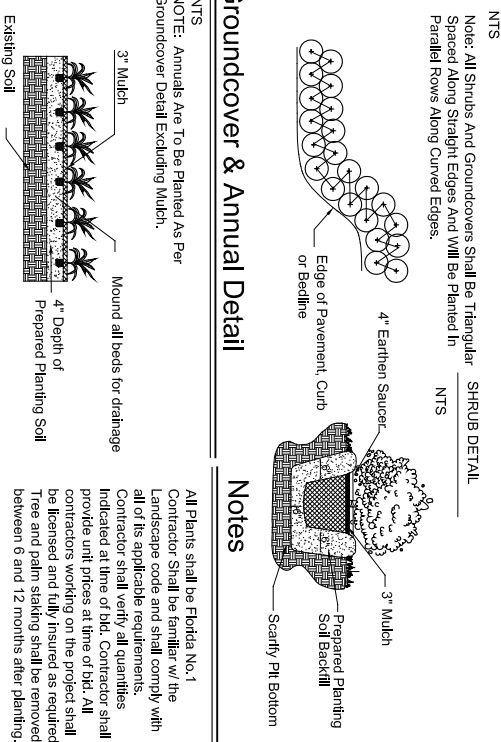
**Site Plan**



**Tree Staking Detail**



**Shrub & Groundcover Planting Detail**



**Plant List**

Trees	QTY	Sym	Botanical Name	Common Name	Specification	Spacing	Native	Maintenance
	14	IA10	Ilex attenuata	East Palatka Holly	10x 4 x 2' cal single tk	Spread	Y	Maintain tree form, remove dead branches only.
Shrubs								
	60	DA3	Daniella lasiantha var	Flax Lily var	3 gallon 20"	36" oc	N	Remove Dead Leaves
	370	FW3	Ficus microcarpa	Green Island Ficus	3 gal 12"	36" oc	N	Maintain 18"-24"
	62	JAS3	Jasme simplicifolium	Wax Jasmine	3 gallon 16"	36" oc	N	Maintain 24"-30"
	585	RAP3	Raphidophis indica	Indian Hawthorne	3 gallon 16"	36" oc	N	Maintain 24" ht
Groundcovers								
	295	JUP3	Jun. chinensis Parsoni	Parson's Juniper	3 gallon 12" spd	36" oc	N	Maintain Beds weed free.
Miscellaneous								
	5500	SOD1	Stenotaphrum secundatum	St. Augustine Florham Sod	Certified Disease & Insect Free			Mow turf 46 times per year
	9000	MLL2	Pro-Eucalyptus Grade A	Pro-Eucalyptus Grade A	3" thick			Mulch on an annual basis, replenish areas as necessary
	150	SHL	Crushed Shell	Crushed Shell	3"-4" thick set on fabric			

**Site Preparation Notes**

- Contractor to hand grade site prior to planting.
- Contractor to remove all existing turf/weeds from site.

**Planting Specifications**

**QUALITY:** All plants shall be Florida No. 1, or better as given in Grades & Standards for Nursery Plants, Parts I and II, latest edition published by the Florida Department of Consumer Services.

**RESEARCH:** Contractor shall research plants and site to determine present location of utilities and obstructions before commencing work. Contractor shall ensure that before he commences work that all necessary permits have been obtained.

The contractor shall personally examine the project site and fully acquaint himself with all of the existing conditions in order that no misundersanding may occur.

No Additional compensation will be granted, after bid has been let for any hardships the contractor may encounter in the performance of his duty. Any discrepancies or errors not addressed at the time of bid.

**DRAWINGS:** Drawings are part of this contract. Any discrepancies between the drawings and specifications shall be brought to the attention of the owner at time of bid.

**SCOPE:** Under this contract, the work consists of furnishing all labor, material, equipment, transportation, etc., to complete all landscaping work as shown on the Drawings, as included in the Plant List and as herein specified. Work shall include all construction and maintenance/watering of all planting areas of this Contract until accepted by the Owner.

The contractor shall be responsible for all planting/maintenance of plants until acceptance by Owner. Contractor shall protect all existing structure, plants etc. from damage during the construction process.

All damage shall be repaired at the contractors expense

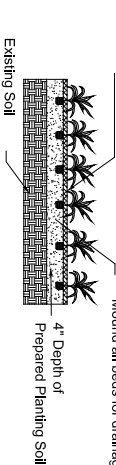
**WARRANTY:** All trees shall be warranted for a period of 1 year. All shrubs and groundcovers shall be warranted for a period of 90 days, and sod shall be warranted for a period of 30 days. Warranty begins at time of acceptance. All warranties shall be provided to the owner.

**REPLACEMENT:** All plant replacements shall be done with the same size and species of plant that was specified.

**SAMPLES:** Samples of any landscape material may be required for approval on the site or as otherwise determined by the Owner. Upon approval of samples (i.e. mulch, planting soil, plant, varieties, etc.) by the Owner, delivery of material may begin. Approved samples shall be stored on the site and protected until finishing of materials is completed. Plant samples be planted in permanent positions, but labeled as samples.

**Groundcover & Annual Detail**

NTS: Annuals Are To Be Planted As Per Groundcover Detail Excluding Mulch.



**Notes**

All Plants shall be Florida No. 1 Contractor shall be familiar w/ the landscape code and shall comply with all of its applicable requirements. Contractor shall verify all quantities indicated at time of bid. Contractor shall provide unit prices at time of bid. All contractors working on the project shall be licensed and fully insured as required. Tree and palm staking shall be removed between 6 and 12 months after planting.

**SUBSTITUTIONS:** Any substitutions made for any reason must be approved by the owner.

**WATER:** It is the contractors responsibility to obtain and adequately water the plants during the duration of the installation phase. All plants shall be freshly dug/healthy and be well branched, free from disease and insects.

**CONTAINER GROWN MATERIAL:** All container grown materials shall be healthy vigorous, well rooted plants, and established in the container so that the root mass will retain its shape and hold together when removed from the container.

**PALMS:** Only a minimum number of fronds shall be removed from the crown of palm trees to facilitate rooting and handling. Cabbage palm heads shall be tied with a burlap strip per the following procedure: The first (inside) row of fronds contiguous to bud shall be removed. The next 3-4 rows shall be tied to bud for support. The remaining (lower) fronds shall be removed. Tied fronds and bud tips shall not be clipped. Burlap strip shall be left in place until the tree is well established.

**PALMS:** Clear trunk (c.i.) shall be measured from the ground at time of installation to the point where the mature aged trunk joins the immature green portion of the tree. Caliper shall be measured at breast height. Overall height (OA) shall be measured from the ground at the time of installation to a point one-quarter the length of the unopened bud below the bud tip.

**SHADE TREES:** Height shall be measured from the ground to the average height of canopy. Spread shall be measured to the average outer edge. Single trunk trees shall be free from low-crochets.

**SHRUBS:** Height shall be measured from the ground to the average point where mature plant growth stops. Spread shall be measured to the end of branching equally across the shrub mass. Measurements are not to include any terminal growth.

**SOD:** Sod shall be measured on the basis of square footage. Contractor shall be responsible for coverage of the square footage shown on the plans.

**SOC:** The delivery so that sod will be placed within 24 hours after.

**MULCH:** Apply 3" Pro-Eucalyptus Grade A mulch to all planting areas. Keep mulch from piling up along the base of the tree and shrubs. Mulch to be measured after compaction.

**FINE GRADING:** The landscape contractor shall be responsible for fine grading of the site. This means that the site shall be brought within 1" of final grade so that the landscape contractor will be able to perform final grading. All landscape areas, sod areas, are to be fine graded.

**REVISIONS**

NO.	DESCRIPTION:	DATE:
1	Revised Mulch Note	kp 03.15.12

DESIGN: C.A.  
 DRAWN: jpb  
 SCALE-HORIZ.: AS SHOWN  
 SCALE-VERT.: AS SHOWN  
 GFI PROJECT NO.: 349  
 SHEET NO.

L1 OF 6

SHEET TITLE:

**PLANTING PLAN 1**

PLANSSET TITLE:

**LANDSCAPE PLANS**

PROJECT NAME:

**5TH AVENUE NORTH ROW IMPROVEMENTS**

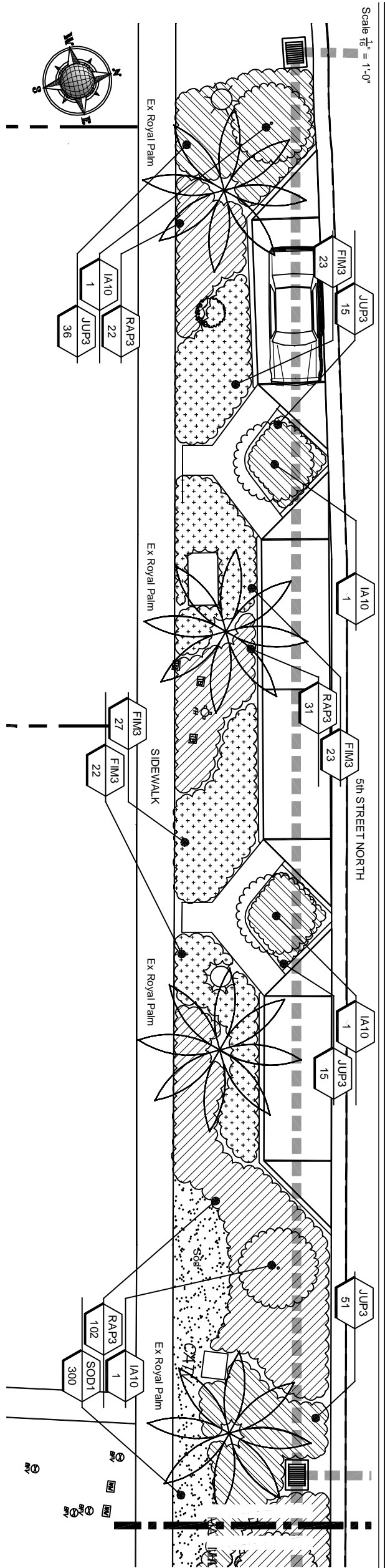


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 www.aldinc.net

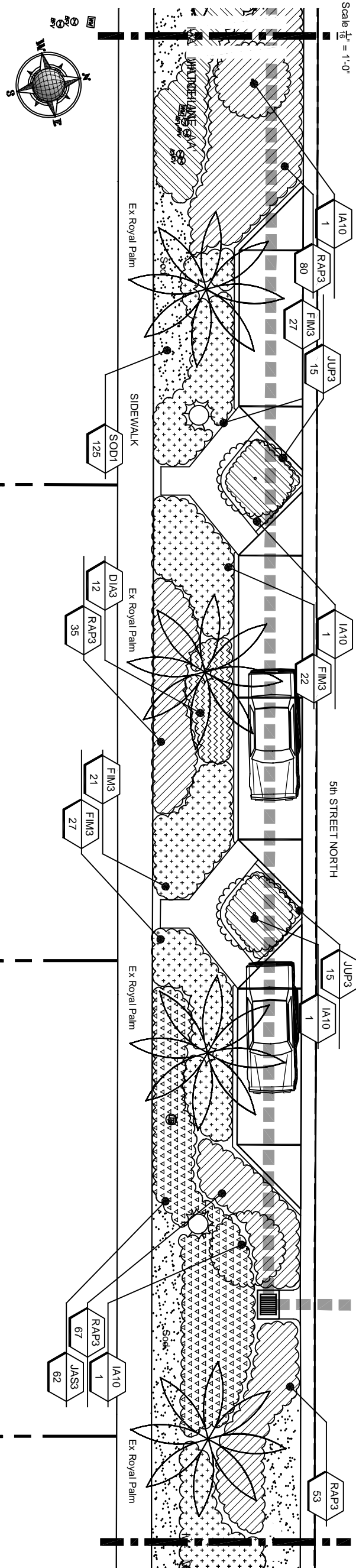
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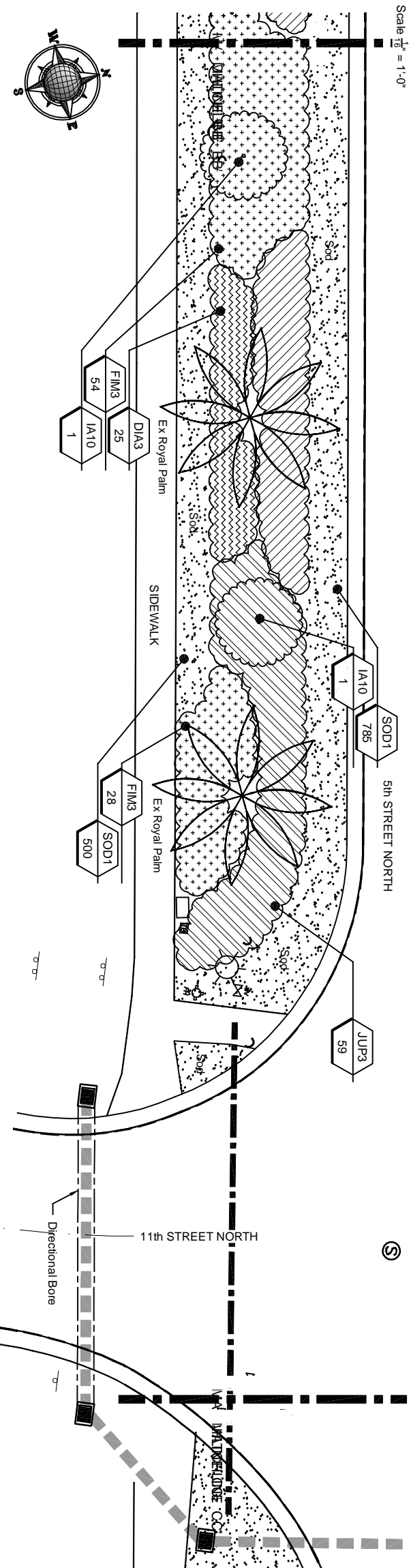
Planting Plan - From Western Limit of Work to Matchline AA'



Planting Plan - From Matchline AA' to Matchline BB'



Planting Plan - From Matchline BB' to Matchline CC' (11th Street North)



REVISIONS		
NO.	DESCRIPTION:	DATE:
1		

SHEET TITLE: **PLANTING PLAN 2**  
 PLANSET TITLE: **LANDSCAPE PLANS**  
 PROJECT NAME: **5TH AVENUE NORTH ROW IMPROVEMENTS**

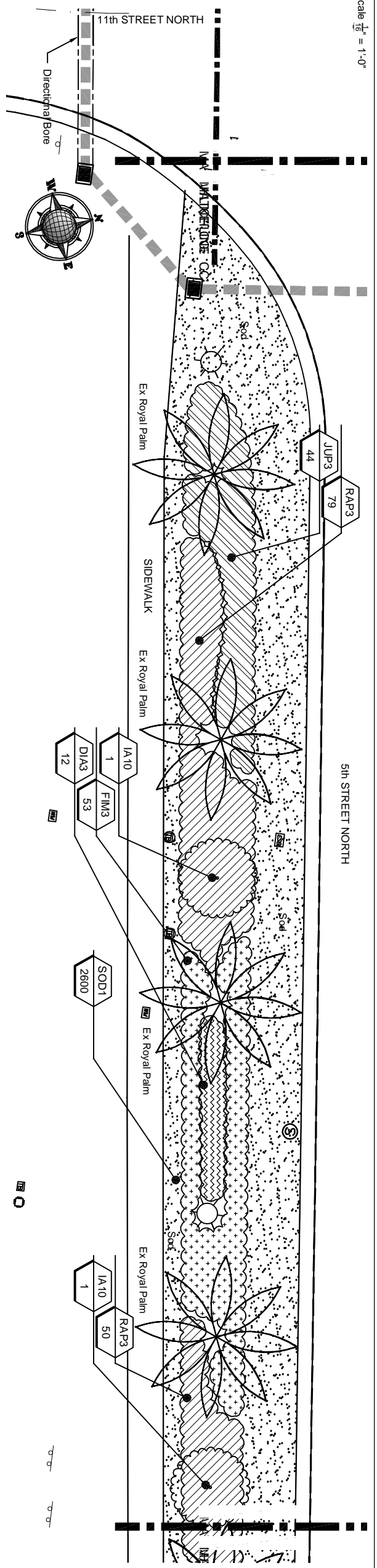


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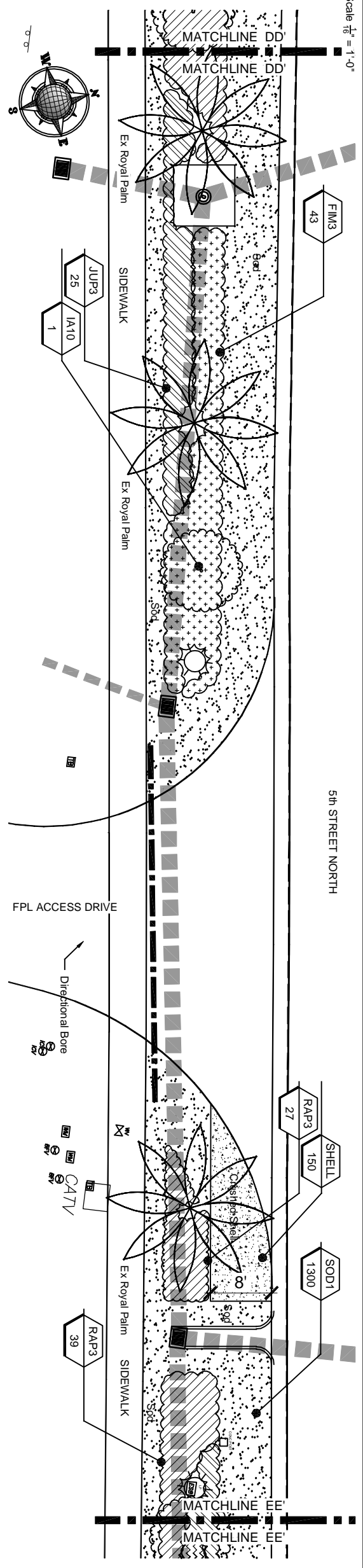
Planting Plan - From Matchline CC' (11th Street North) to Matchline DD'

Scale 1/8" = 1'-0"



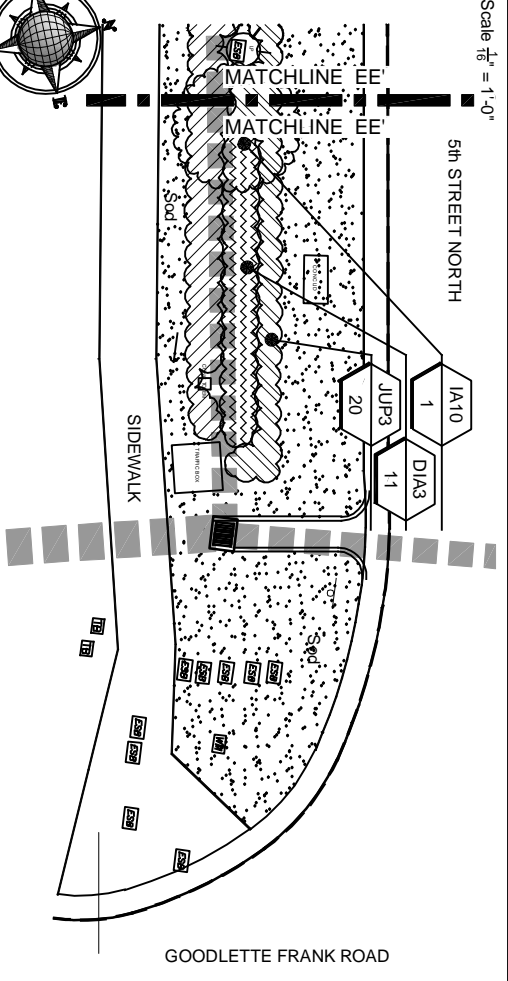
Planting Plan - From Matchline DD' to Matchline EE'

Scale 1/8" = 1'-0"



Planting Plan - From Matchline EE' to Goodlette Frank Road

Scale 1/8" = 1'-0"



REVISIONS		
NO.	DESCRIPTION:	DATE:
1		

SHEET TITLE:  
**PLANTING PLAN 3**

PLANSSET TITLE:  
**LANDSCAPE PLANS**

PROJECT NAME:  
**5TH AVENUE NORTH  
ROW IMPROVEMENTS**

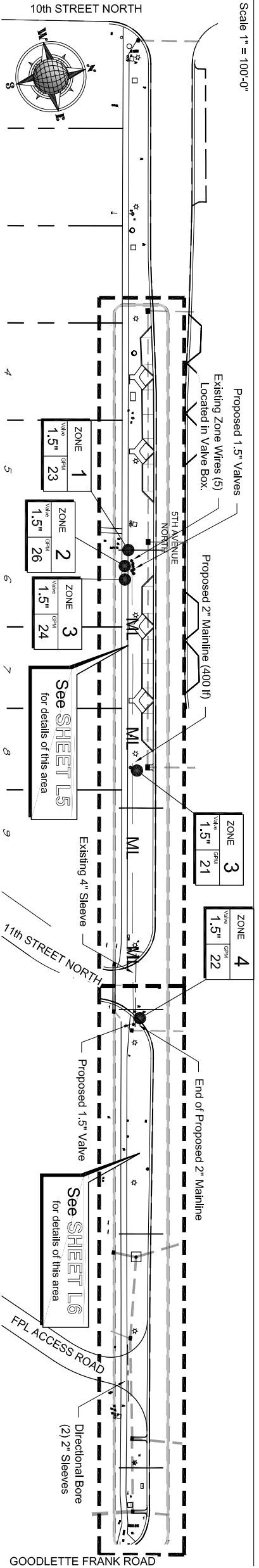


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Site Plan

Scale 1" = 100'-0"

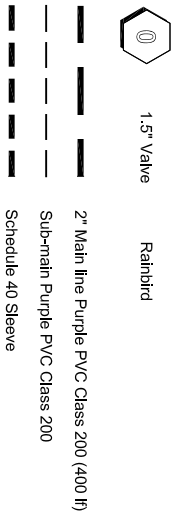


Irrigation Zone Map Site Plan

Irrigation Specifications

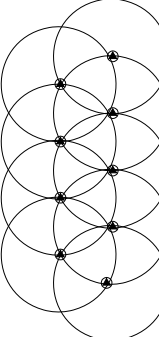
Sprays	Qty	GPM	T Flw (GPM)	Run Time	Gallons	Manufacturer	Type	Pattern
10FC	6	1.95	11.70	0:20	230	RainBird	6" Pop-Up	10' Radius Full Circle (360) Spray head
10OC	9	0.49	4.41	0:20	88	RainBird	6" Pop-Up	10' Radius Part Circle (90) Spray Head
12HC	36	1.42	51.12	0:20	1,020	RainBird	6" Pop-Up	12' Radius Part Circle (180) Spray Head
12OC	8	0.71	5.68	0:20	110	RainBird	6" Pop-Up	12' Radius Part Circle (90) Spray Head
12TC	4	2.13	8.52	0:20	170	RainBird	6" Pop-Up	12' Radius Part Circle (270) Spray Head
15HC	9	1.86	16.74	0:20	330	RainBird	6" Pop-Up	15' Radius Part Circle (180) Spray Head
15OC	2	0.93	1.86	0:20	40	RainBird	6" Pop-Up	15' Radius Part Circle (90) Spray Head
<b>Total</b>	<b>74</b>		<b>100.03</b>		<b>1,988</b>			
<b>Rotors</b>	<b>Qty</b>	<b>GPM</b>	<b>T Flw (GPM)</b>	<b>Run Time</b>	<b>Gallons</b>	<b>Manufacturer</b>	<b>Type</b>	<b>Pattern</b>
32SA	58	0.80	46.40	0:45	2,088	RainBird	6" Pop-Up	Half Circle (180) Gear Driven Rotor Head

Irrigation Legend



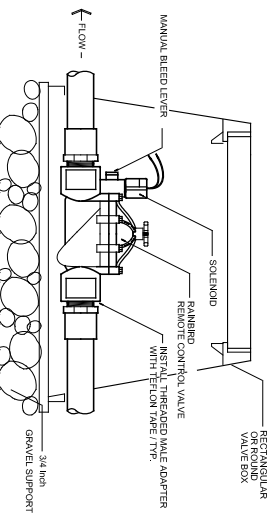
Irrigation Details

Irrigation heads shall be placed so that they provide head-to-head coverage—100% overlap.



A Rain sensor shall be installed on the irrigation system.

Main Line/ Valve Wire Detail



Pipe Size Chart

It shall be the contractor's responsibility that the following pipe schedule is followed.

Pipe Size	Flow Rate
1/2" Pipe	0-5 gpm
3/4" Pipe	6-10 gpm
1" Pipe	11-16 gpm
1-1/4" Pipe	17-25 gpm
1-1/2" Pipe	26-40 gpm
2" Pipe	41-60 gpm

Specifications

The Contractor shall be responsible for providing a complete and operable system for the irrigation of all landscape planting on site. Plans and specifications may not indicate all items necessary for the proper irrigation of the project. This shall not relieve the contractor of his responsibility to furnish labor, materials and equipment required for a complete and proper system.

The Contractor shall be responsible for adjusting head location, type and size and any other system components to comply with the requirements of landscape planting as installed. Such adjustments shall be made at no cost to the Owner except when authorized in writing. Such adjustments will be compensated at the unit prices indicated in the proposal.

Contractors shall personally examine the site and fully acquaint themselves with all of the existing conditions in order that no misunderstanding may afterwards arise to the character or as to the extent of the work to be done; and likewise, in order to advise and acquaint themselves with all precautions to be taken in order to avoid injury to person or property.

**PLANTING MATERIAL:** The contractor shall make every possible effort to avoid existing plant material that has been tagged for preservation. Where such material falls in the path of trenching, the Contractor shall reroute the pipe or hand trench as necessary, to protect the designated plant material. Any damage caused by the contractor to newly introduced plant material or sod shall be restored to its original condition prior to final acceptance by owner.

**SUBSTITUTIONS:** Any substitution made must be approved by Owner.

All pipe and control lines shall be sleeved with Schedule 40 PVC and placed a minimum of 24" below grade and backfilled with clean sand. No rock is to be in contact with PVC pipe.

**CODES AND STANDARDS:** The contractor shall be responsible for constructing the system in complete accordance with all applicable codes ordinances and laws or any modifications made to conform with said codes, laws and ordinances shall be completed at the contractor's expense at no additional cost to the Client.

The Irrigation Contractor is entirely responsible for the work until final acceptance by the Owner.

All circuit pipe shall be class 200 PVC or a higher grade.

Contractor will guarantee for a period of one (1) year the quality of his materials and workmanship. This period will start with the final Acceptance by the Owner.

Notes

- Contractor shall verify all quantities indicated at time of bid.
- Contractor shall provide unit prices at time of bid.
- All contractors working on the project shall be licensed and fully insured as required.
- Contractor is responsible to ensure that 100% Irrigation coverage exists.
- Contractor shall adjust heads and spray as necessary to minimize overspray and ensuring proper bed coverage.
- No risers are to be used along walkways or where they will be visible.
- All PVC pipe to be sized so that water velocity does not exceed a speed of 5 feet per second.
- Contractor is to provide a full and complete functioning irrigation system.
- All new Plantings, and sod are to be irrigated w/ 100% coverage.
- Contractor to verify adequate pressure exists on the main line.
- Contractor to locate all existing utilities on site prior to construction.
- Contractor shall minimize any overspray.
- Contractor to locate all existing utilities on site prior to construction.
- All pipe to be purple. (Zone, mainline, laterals, etc.)
- Heads are not required to be colored purple.

REVISIONS

NO.	DESCRIPTION:	DATE:
1	Revised Notes	kp 03.15.12

SHEET TITLE: **IRRIGATION PLAN 1**

PLANSSET TITLE: **LANDSCAPE PLANS**

PROJECT NAME: **5TH AVENUE NORTH ROW IMPROVEMENTS**



2780 S. Horseshoe Dr, Suite 5  
Naples, FL 34104  
(239) 430-1661  
www.aldinc.net

Christian Andrea  
License No. 1178

DESIGN: C.A.

DRAWN: jpb

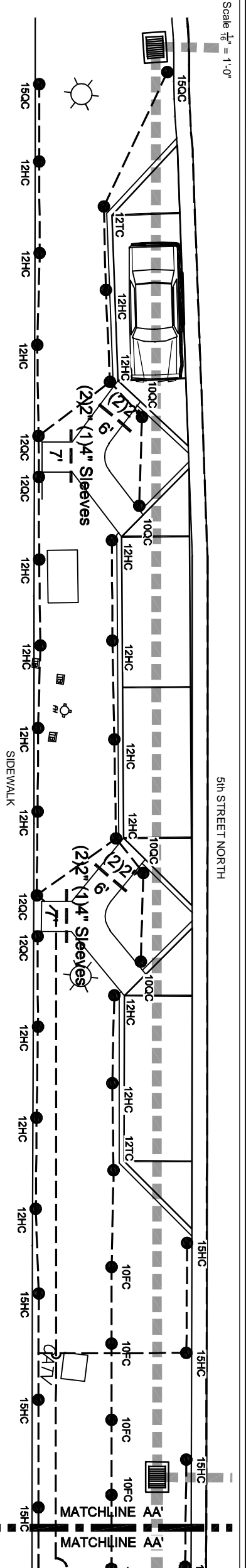
SCALE/HORIZ.: AS SHOWN

SCALE/VERT.: AS SHOWN

GEI PROJECT NO.: 349

SHEET NO. **L4 OF 6**

Planting Plan - From Western Limit of Work to Matchline AA'

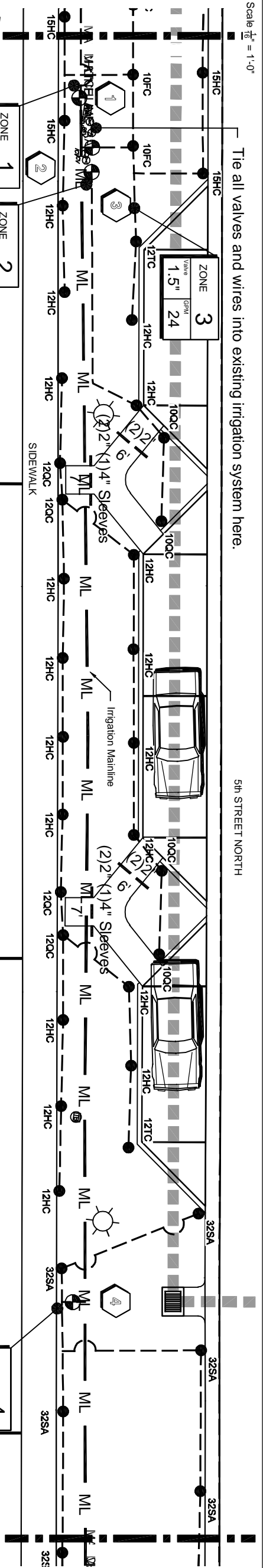


Scale 1/8" = 1'-0"

5th STREET NORTH

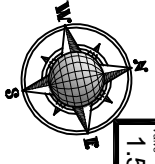


Planting Plan - From Matchline AA' to Matchline BB'

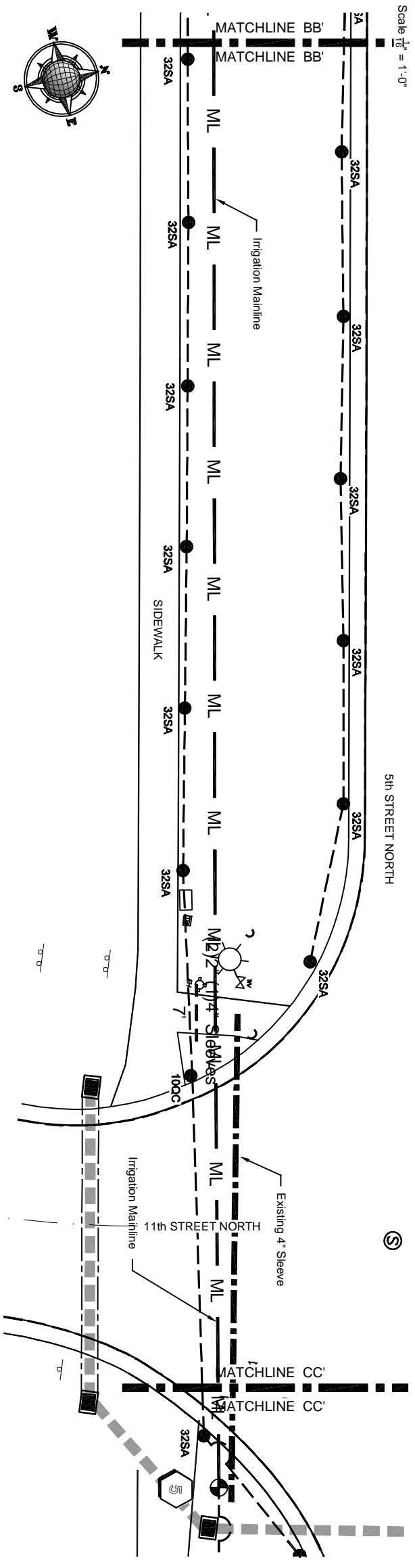


Scale 1/8" = 1'-0"

5th STREET NORTH

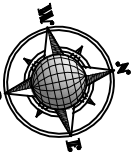


Planting Plan - From Matchline BB' to Matchline CC' (11th Street North)



Scale 1/8" = 1'-0"

5th STREET NORTH



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Naples, FL 34104  
(239) 430-1661  
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SHEET TITLE: <b>IRRIGATION PLAN 2</b>		
PLANSSET TITLE: <b>LANDSCAPE PLANS</b>		
PROJECT NAME: <b>5TH AVENUE NORTH ROW IMPROVEMENTS</b>		

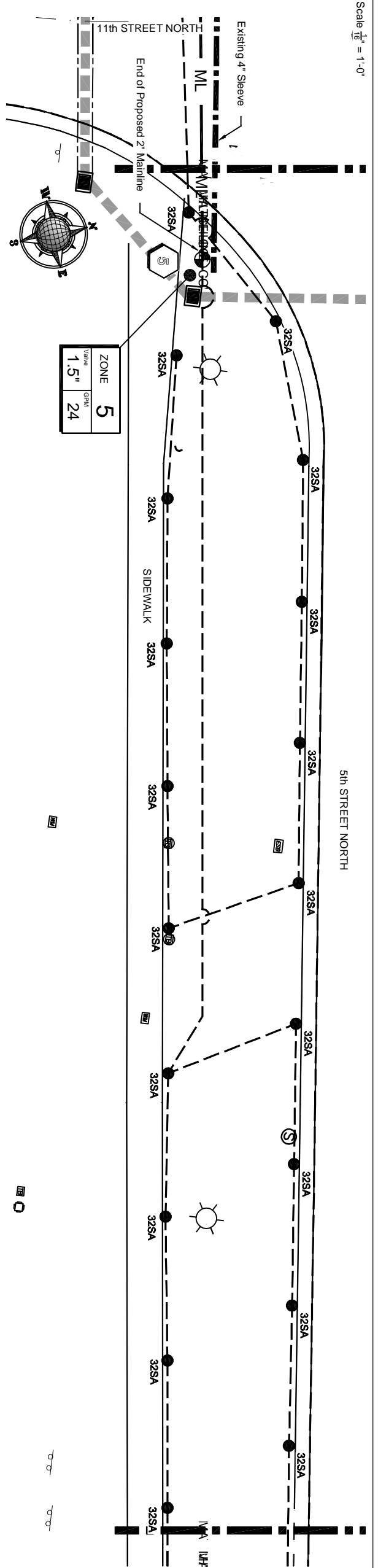
REVISIONS		
NO.	DESCRIPTION:	DATE:
1		
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DESIGN:	C.A.
DRAWN:	tpb
SCALE-HORIZ.:	AS SHOWN
SCALE-VERT.:	AS SHOWN
G.E.I. PROJECT NO.:	349
SHEET NO.:	15 OF 6



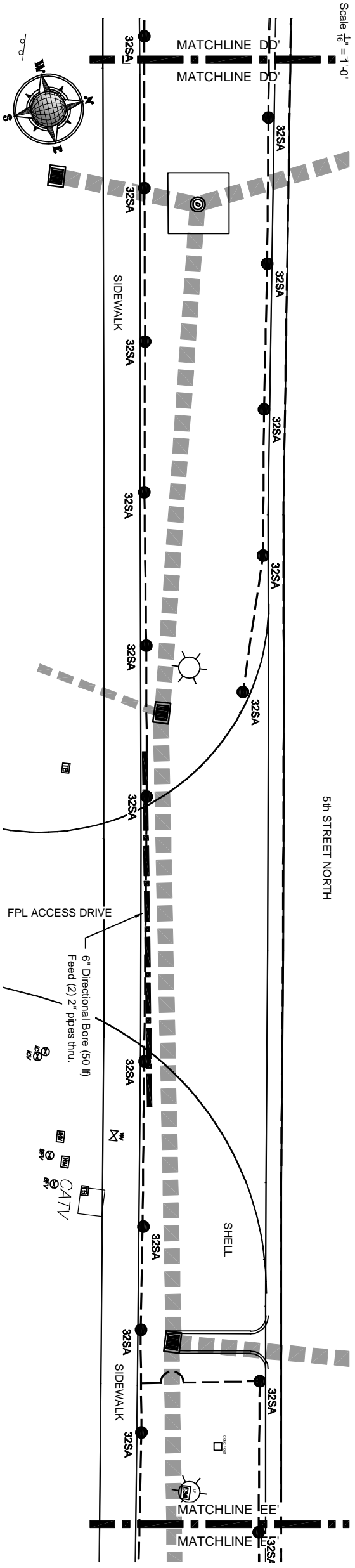
Planting Plan - From Matchline CC' (11th Street North) to Matchline DD'

Scale 1/8" = 1'-0"



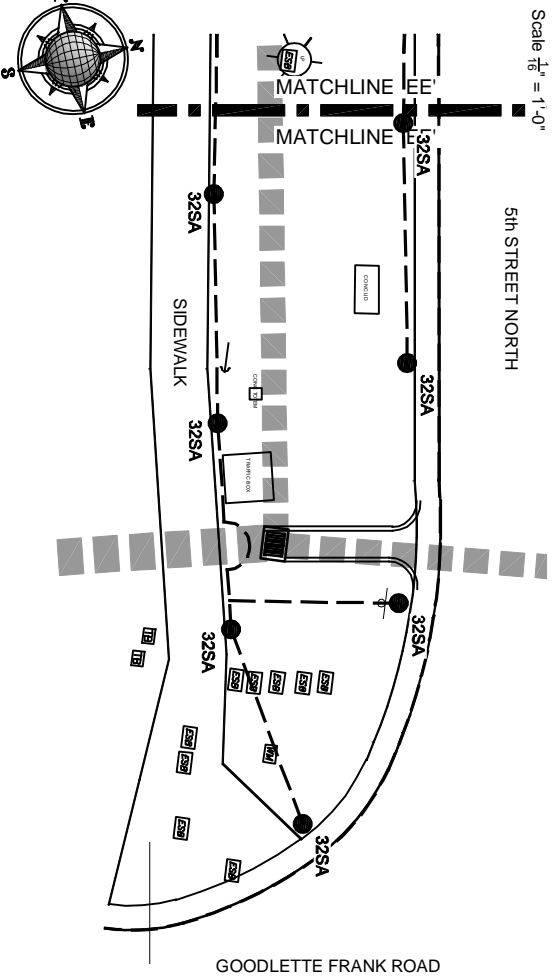
Planting Plan - From Matchline DD' to Matchline EE'


Scale 1/8" = 1'-0"



Planting Plan - From Matchline EE' to Goodlette Frank Road

Scale 1/8" = 1'-0"



REVISIONS		SHEET TITLE:	
NO.	DESCRIPTION:	IRRIGATION PLAN 3	
1		PLANSSET TITLE:	
		LANDSCAPE PLANS	
		PROJECT NAME:	
		5TH AVENUE NORTH	
		ROW IMPROVEMENTS	
DESIGNER:	C.A.		
DRAWN:	tpb		
SCALE-HORIZ.:	AS SHOWN		
SCALE-VERT.:	AS SHOWN		
GEI PROJECT NO.:	349		
SHEET NO.:	6	2780 S. Horseshoe Dr., Suite 5 Naples, FL 34104 (239) 430-1661 www.aldinc.net	

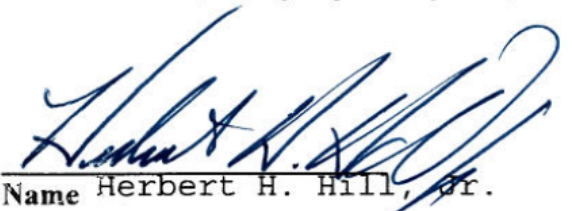
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**EXHIBIT A-3**

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



**Name** Herbert H. Hill, Jr.  
**Title** Exec. Vice President  
**Firm** Surety Construction Company  
**Street Address** 28441 S. Tamiami Trail, #109  
Bonita Springs, FL 34134

**Project Name** Park Improvements – 5<sup>th</sup> Ave  
Parking and Landscaping  
**Project Number** #B-11-UC-12-0016  
**Federal ID#** 59-1951304

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).**  
**FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Naples Purchasing Department

By Jeff Turner, Sr. Vice President

(print this individual's name and title)

for Surety Construction Company

(print name of entity submitting statements)

whose business address is 28441 S. Tamiami Trail, #109, Bonita Springs, FL 34134

and if applicable whose Federal Employer Identification Number (FEIN) is 59-1951304

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).



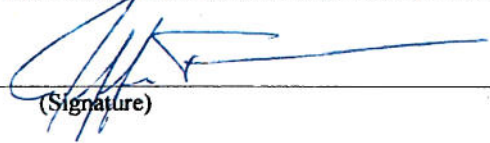
EXHIBIT A-3

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
\_\_\_\_\_  
(Signature)

City of Lee County

STATE OF FLORIDA

Sworn and subscribed before me this 12<sup>th</sup> day of April, 2017 by

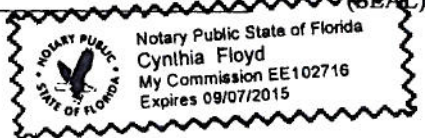
Jeffrey Turner who is Personally known to me \_\_\_\_\_

Or who produced identification known  
(Type of Identification)

  
(Signature) Notary Public—State of Florida

Cynthia Floyd  
(Printed, typed or stamped commissioned name of notary public)

My commission expires \_\_\_\_\_ (SEE)



## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (i)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the



journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (I) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph

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ref. Handbook 1344.1

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**4. CDBG  
SUPPLEMENTAL  
CONDITIONS**



**CDBG SUPPLEMENTAL CONDITIONS**  
(Construction Contracts)

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance (Clean Air Act and Clean Water Act)
6. Energy Efficiency
7. Special Equal Opportunity Provisions
8. Conflict of Interest
9. Utilization of Minority and Women's Businesses
10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
11. Guidance to Contractor for Compliance with Labor Standards Provisions

**1. Termination (Cause and/or Convenience)**

(a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

(1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and

(2) an opportunity for consultation with the terminating party prior to termination.

(b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

(c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but

(1) no amount shall be allowed for anticipated profit on unperformed services or other work, and

(2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

*Exhibit 4*

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

(e) Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

(f) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

**2. Access to Records**

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**3. Retention of Records**

The contractor shall retain all records relating to this contract for five years after the local government makes final payment and all other pending matters are closed.

**4. Remedies**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

**5. Environmental Compliance**

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

## 6. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

## 7. SPECIAL EQUAL OPPORTUNITY PROVISIONS

### A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

### B. Executive Order 11246 (contracts/subcontracts above \$10,000)

#### (1) Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color,

religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sections of noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

(a) The Offerer's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation (See Appendix at CDBG-25 for goals for each county)

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where

*Exhibit 4*

the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

(3) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(a) As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
3. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.
4. "Minority" includes:
  - (I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

*Exhibit 4*

- (III) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
- (IV) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not execute any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7) 1. through 16. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity.

*Exhibit 4*

The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin

*Exhibit 4*

boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to



minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations ((7) 1. through 16.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7) 1. through 16. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.
- (9) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions

*Exhibit 4*

hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Nonsegregated Facilities (over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

(1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as

*Exhibit 4*

amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts \$2,500 or Over)

(1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

*Exhibit 4*

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

**8. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

**9. UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)**

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- \* the State of Florida at 904-487-4698 (all goods and services)
- \* the State of Florida at 904-921-7370 (construction services, particularly highway)
- \* Minority Business Development Center in most major cities
- \* local government M/WBE programs in many large counties and cities

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

#### 10. FEDERAL LABOR STANDARDS PROVISIONS

##### (Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A.1.(I) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

*Exhibit 4*

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cease to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the

same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a ~~Statement of Compliance~~, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

*Exhibit 4*

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

**4.(i) Apprentices and Trainees.**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is



*Exhibit 4*

registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act Requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

**7. Contract Termination, Debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

**9. Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

**10.(i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part "Whoever, for the purpose of . . .influencing in any way the action of such Administration. . .makes, utters or publishes any statement, knowing the same to be false. . .shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** As used in the paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

**C. Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**11. Guidance to Contractor for Compliance with Labor Standards Provisions**

**a) Contracts with Two Wage Decisions**

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which

*Exhibit 4*

identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

## b) Complying with Minimum Hourly Amounts

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the **■Rates■** and **■Fringe Benefits■** (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the **■Rates■** and **■Fringe Benefits■** columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

## c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses **■basic rate of pay■** as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

## d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-

*Exhibit 4*

ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including

minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the ~~trade~~ depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a ~~helper~~. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

Appendix  
Minority Participation Goals

These are the goals, by county, for meeting the minority participation portion of Section 7-B (2)(b) of the CDBG Supplemental Conditions. These are contractor workforce goals, not goals for subcontracting to minority and women firms. Solicitation of minority and women firms as subcontractors is a separate federal requirement which the contractor must document compliance with.

<u>Tampa-St. Petersburg Area</u>	<u>Percentage</u>
Hillsborough, Pinellas, Pasco	17.9
Charlotte, Citrus, Collier, DeSoto Hardee, Hernando, Highlands	17.1 (all seven)
Lee	15.3
Manatee	15.9
Polk	18.0

Sarasota	10.5
<u>Tallahassee Area</u>	
Leon, Wakulla	24.3
Calhoun, Franklin, Gadsden, Jackson Jefferson, Liberty, Madison, Taylor	29.5 (all eight)
<u>Pensacola - Panama City Area</u>	
Bay	14.1
Escambia, Santa Rosa	18.3
Gulf, Holmes, Okaloosa Walton, Washington	15.4 (all five)
<u>Jacksonville Area</u>	
Alachua	20.6
Baker, Clay, Duval, Nassau, St. Johns	21.8
Bradford, Columbia, Dixie, Gilchrist Hamilton, Lafayette, Levy, Marion, Putnam, Suwannee, Union	22.2 (all 11)
<u>Orlando - Daytona Beach Area</u>	
Volusia	15.7
Brevard	10.7
Orange, Osceola, Seminole	15.5
Flagler, Lake, Sumter	14.9
<u>Miami - Fort Lauderdale Area</u>	
Dade	39.5
Broward	15.5
Palm Beach	22.4

**EXHIBIT A-4**


Glades, Hendry, Indian River  
Martin, Monroe, Okeechobee  
St. Lucie

30.4 (all seven)


*Exhibit 4*




# **5. SECTION 3 INFORMATION**

 **HUD Compliance and Monitoring?**

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

 **What if it appears that an entity is not complying with Section 3?**

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section 3 residents and businesses may also seek judicial relief.

 **How can Section 3 businesses or residents complain about a violation of Section 3 requirements?**

They can file a complaint in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing  
and Equal Opportunity  
U.S. Department of Housing and Urban Development  
451 Seventh Street, SW, Room 5100  
Washington, DC 20410-2000  
1-800-669-9777  
1-800-927-9276 (TTY)  
[www.hud.gov](http://www.hud.gov) [www.espanol.hud.gov](http://www.espanol.hud.gov)

A written complaint should contain:

1. Name and address of the person filing the complaint;
2. Name and address of subject of complaint (HUD recipient or contractor);
3. Description of acts or omissions in alleged violation of Section 3;
4. Statement of corrective actions sought.

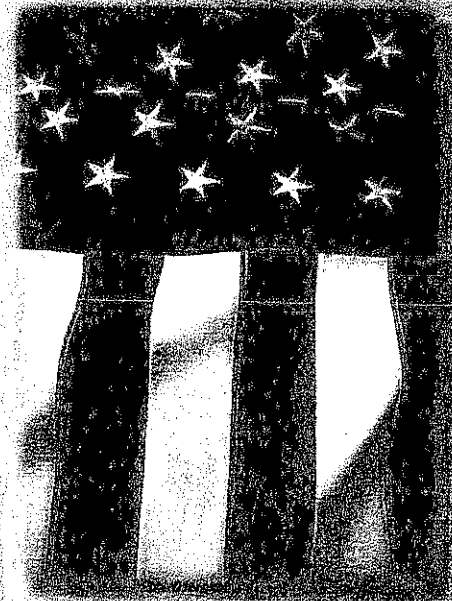


04736

U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT  
FIGHTING AMERICAN  
DISCRIMINATION

**Section 3**

**Economic Opportunity**  
*A Piece of the American Dream*



U.S. Department of Housing  
and Urban Development



Fair Housing and Equal  
Opportunity

April 2006  
HUD-1476-FHEO Rev 2  
OMB Approval Number 2529-8043 (exp. 8/31/2007)  
Previous Editions are Obsolete

**Section 3 Act**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Other HUD programs covered by Section 3 (to distinguish between HUD Public and Indian housing programs) are those that provide housing or community development assistance for housing rehabilitation, housing construction, or other public construction project.

**Who are Section 3 residents?**

Public housing residents including persons with disabilities.  
 Low and very low income persons who live in the area where a HUD assisted project is located.

**What is a Section 3 business?**

A section 3 business is one:  
 That is owned by Section 3 residents  
 Employs Section 3 residents or;  
 Subcontracts with businesses that provide opportunities to low and very low income persons.

**What types of Economic Opportunities are available under Section 3?**

- ✓ Jobs and Employment opportunities
- ✓ Training and Educational opportunities
- ✓ Contracts and Business opportunities

**Who will provide the Economic Opportunities?**

Recipients of HUD financial assistance and their contractors and subcontractors are expected to develop a Section 3 Plan to assure that economic opportunities to the greatest extent feasible, are provided to low and very low-income persons and to qualified Section 3 businesses. One element of that Plan is the use of a Section 3 clause which indicates that all work performed under the contract are subject to the requirements of Section 3.

**Who receives Economic Opportunities under Section 3?**

*For training and employment:*

- ✓ persons in public and assisted housing;
- ✓ persons in the affected project neighborhood;
- ✓ participants in HUD Youth-build programs;
- ✓ homeless persons.

*For contracting:*

- ✓ businesses which fit the definition of a Section 3 business.

**How can individuals and businesses find out more about Section 3?**

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Office.

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**EXHIBIT A-4**

**Section 3 Summary Report**  
 Economic Opportunities for  
 Low – and Very Low-Income Persons

U.S. Department of Housing  
 and Urban Development  
 Office of Fair Housing  
 And Equal Opportunity

OMB Approval No: 2529-0043  
 (exp. 11/30/2010)

HUD Field Office:  

Section back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award:
	4. Contact Person	6. Phone: (include area code)
	6. Length of Grant:	7. Reporting Period:
8. Date Report Submitted:	9. Program Code: (Use separate sheet for each program code)	10. Program Name:

Part I: Employment and Training (** Columns B, C and F are mandatory fields. Include New Hires in E & F)					
A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade					
Trade					
Trade					
Trade					
Trade					
Other (List					
Total					

- |  |   |  |   |
|--|---|--|---|
| * Program Codes<br>1 = Flexible Subsidy<br>2 = Section 202/811 | 3 = Public/Indian Housing<br>A = Development,<br>B = Operation<br>C = Modernization | 4 = Homeless Assistance<br>5 = HOME<br>6 = HOME State Administered<br>7 = CDBG Entitlement | 8 = CDBG State Administered<br>9 = Other CD Programs<br>10 = Other Housing Programs |
|--|---|--|---|

**EXHIBIT A-4**

**Part II: Contracts Awarded**

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$	
B. Total dollar amount of contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving contracts		

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$	
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving non-construction contracts		

**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any public and Indian housing programs that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to contracts and subcontracts in excess of \$100,000 awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to employment and training. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to contracting, and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.\* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.

HUD Field Office: Enter the Field Office name.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

\* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. Very low-income persons mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.



**Section 3: Right to Match**  
**Invitation to Bid: Formal Price Based Competition**

The Purchasing Department shall provide for a Section 3 "Right to Match" guideline to enhance the opportunities and ensure that employment and other economic opportunities generated by certain HUD Housing and/or Community Development Assistance funding shall, to the greatest extent feasible, and consistent with existing Federal, State, and local law and regulations, be directed to low- and very-low income persons and to business concerns which provide economic opportunities to low- and very-low income persons of local businesses to receive awards of Collier County contracts. A "Section 3 Business" is defined as a business that provides evidence of their Section 3 certification at the time the bid is offered to the County; evidence shall not be provided after the bid closing time.

When a qualified and responsive, non-Section 3 business submits the lowest price bid, and the bid submitted by one or more qualified and responsive Section 3 Business is within ten percent (10%) of the price submitted by the non-Section 3 business, then the Section 3 Business with the apparent lowest bid offer (i.e. the lowest Section 3 bidder) shall have the opportunity to submit, an offer to match the price(s) offered by the overall lowest, qualified and responsive bidder. In such instances, staff shall first verify if the lowest non-Section 3 bidder and the lowest Section 3 bidder are in fact qualified and responsive bidders. Next, the Purchasing Department shall determine if the lowest bidder meets the requirements of Section 287.087 F.S.

If the lowest Section 3 bidder meets the requirements of 287.087, F.S., the Purchasing Department shall invite the lowest Section 3 bidder to submit a matching offer to the Purchasing Department which shall be submitted within five (5) business days thereafter. If the lowest Section 3 bidder submits an offer that fully matches the lowest bid from the lowest non-Section 3 bidder tendered previously, then award shall be made to the Section 3 bidder. If the lowest Section 3 bidder declines or is unable to match the lowest non-Section 3 bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest Section 3 bidder does not meet the requirement of Section 287.087 F.S. and the lowest non-Section 3 bidder does, award will be made to the bidder that meets the requirements of the reference state law.

Bidder must complete and submit with their bid response the *Affidavit and Certification for Claiming Status as a Section 3 Business* which is included as part of this solicitation and their current Section 3 certification.

Failure on the part of a Bidder to submit this Affidavit with their bid response will preclude said Bidder from being considered for Section 3 preference on this solicitation.

A Bidder who misrepresents the Section 3 Preference status of its firm in a bid submitted to the County will lose the privilege to claim Section 3 Preference status for a period of up to one (1) year.

The County may, as it deems necessary, conduct discussions with qualified and responsive bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and verify qualifications and responsiveness to solicitation requirements.





**Attachment 4: Affidavit and Certification for Claiming Status as a Section 3 Business for Formal Solicitations**

**Solicitation # 12-5865 NSP Renovation of Three Properties**

This project is subject to the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD Housing and/or Community Development Assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local law and regulations, be directed to low- and very-low income persons and to business concerns which provide economic opportunities to low- and very-low income persons.

A Section 3 business concerned is defined as follows:

1. That is 51 percent or more owned by Section 3 residents; or
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in section one or two above.

In conformance with Section 3 federal regulations (24 CFR Part 135), Collier County shall direct efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the order of priority listed below:

1. Category 1 businesses: Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
2. Category 2 businesses: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD HOUSING AND/OR COMMUNITY DEVELOPMENT ASSISTANCE Youthbuild programs;
3. Category 3 businesses: Other Section 3 business concerns.

A business concern seeking to qualify for a Section 3 contracting preference shall certify that the business concern is a Section 3 business concern as described above.

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

COLLIER COUNTY       LEE COUNTY      STATE OF FLORIDA

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Notary Public

(AFFIX OFFICIAL SEAL)

**EXHIBIT A-5**

**DAVIS- BACON WAGE LISTING**

General Decision Number: FL120211 01/06/2012 FL211

Superseded General Decision Number: FL20100310

State: Florida

Construction Type: Highway

County: Collier County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number         Publication Date  
                                  0                   01/06/2012

\* ELEC0349-008 09/05/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 27.15	8.64

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SUFL2009-207 08/05/2009

	Rates	Fringes
CARPENTER.....	\$ 15.30	2.54
CEMENT MASON/CONCRETE FINISHER...	\$ 12.30	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 11.97	2.23
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 13.31	0.00
IRONWORKER, REINFORCING.....	\$ 14.50	1.37
IRONWORKER, STRUCTURAL.....	\$ 16.75	3.88
LABORER: Asphalt Shoveler.....	\$ 10.70	0.00
LABORER: Common or General.....	\$ 10.19	1.55
LABORER: Flagger.....	\$ 12.75	0.00
LABORER: Grade Checker.....	\$ 10.50	0.55
LABORER: Landscape and Irrigation.....	\$ 8.77	0.00
LABORER: Luteman.....	\$ 10.32	0.00

**EXHIBIT A-5**

LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	1.80
LABORER: Pipelayer.....	\$ 11.63	2.65
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws.....	\$ 11.23	1.96
OPERATOR: Asphalt Paver.....	\$ 11.52	0.00
OPERATOR: Asphalt Plant.....	\$ 12.20	0.00
OPERATOR: Asphalt Spreader.....	\$ 10.76	0.00
OPERATOR: Auger.....	\$ 19.40	0.44
OPERATOR: Backhoe Loader Combo.....	\$ 15.33	0.97
OPERATOR: Backhoe/Excavator.....	\$ 15.50	2.28
OPERATOR: Boom.....	\$ 16.61	0.00
OPERATOR: Bulldozer.....	\$ 13.71	1.55
OPERATOR: Crane.....	\$ 19.94	1.37
OPERATOR: Distributor.....	\$ 11.47	0.00
OPERATOR: Drill.....	\$ 13.00	1.59
OPERATOR: Grader/Blade.....	\$ 14.32	0.00
OPERATOR: Loader.....	\$ 12.83	1.29
OPERATOR: Mechanic.....	\$ 16.31	1.37
OPERATOR: Milling Machine.....	\$ 11.92	0.00
OPERATOR: Oiler.....	\$ 11.92	1.91
OPERATOR: Paver.....	\$ 12.42	0.86
OPERATOR: Piledriver.....	\$ 15.59	4.00
OPERATOR: Roller.....	\$ 11.14	0.00
OPERATOR: Scraper.....	\$ 10.70	1.60
OPERATOR: Screed.....	\$ 10.82	0.00
OPERATOR: Tractor.....	\$ 12.78	0.00
OPERATOR: Trencher.....	\$ 13.41	0.49
PAINTER: Spray and Steel.....	\$ 16.62	0.00

**EXHIBIT A-5**

TRUCK DRIVER: 10 Yard Haul Away Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Distributor.....	\$ 11.30	2.26
TRUCK DRIVER: Dump Truck.....	\$ 10.05	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.05	0.00
TRUCK DRIVER: Material Truck....	\$ 12.76	9.80
TRUCK DRIVER: Tractor Haul Truck.....	\$ 10.64	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.50	0.00

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any

## EXHIBIT A-5

changes in the collective bargaining agreements governing the rate.

### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

**EXHIBIT A-5**

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



**5th AVENUE NORTH IMPROVEMENTS**

**BID ADDENDUM #1**

**BID ITEMS**

03-Apr-12

**PAVING & GRADING & SITE PREP**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST \$	SUBTOTAL \$
1	Mobilization	1	LS		\$4,045.00
2	Jobsite Notification Sign [4'x 8']	1	LS		\$606.86
3	Survey Staking and Layout	1	LS		\$2,496.93
4	Des-3 Replace Unsuitable Soils [mixed, placed, rough grade]	50	CY	36.16	\$1,808.00
5	Des-1 SITE PREP- Clearing [Turf Layer Removal, roadside row open space]	1900	SY	1.88	\$3,572.00
6	Des-2 SITE PREP- Replace Topsoil layer [ 3", mixed, placed, graded]	1510	SY	4.2	\$6,342.00
7	6" Limerock Base [LBR-100]	230	SY	4.11	\$945.30
8	4" Limerock Base [LBR-100]	53	SY	26.51	\$1,405.03
9	12" Stabilised Subgrade [LBR-40]	250	SY	8.38	\$2,095.00
10	EROSION CONTROL -Inlet Protection	1	LS		\$150.00
* 11	1-1/2" Type "S-III " Asphalt (single Lift)	230	SY	24.81	\$5,706.30
12	Concrete Sidewalk [4"thick X 5' wide-non reinforced]	120	LF	30.88	\$3,705.60
13	Type "D" Curb	330	LF	13.82	\$4,560.60
14	Maintenance of Traffic [MOT]	1	LS		\$2,250.00
15	Finish Grading - prior to landscape Plantings / Sod	1510	SY	2.5	\$3,775.00

**PAVING & GRADING SUBTOTAL = \$43,463.62**

**LANDSCAPING & IRRIGATION**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST \$	SUBTOTAL \$
16	TREES -East Palatka Holly [10"x4"x2"cal, sngl trunk]	14	EA	175.5	\$2,457.00
17	SHRUBS -Flax Lily "var" [3 gal, 20"]	60	EA	8.42	\$505.20
18	SHRUBS -Green Island Ficus[3 gal, 12"]	370	EA	8.42	\$3,115.40
19	SHRUBS -Wax Jasmine [3 gal, 20"]	62	EA	8.42	\$522.04
20	SHRUBS -Indian Hawthorne [3 gal, 20"]	585	EA	8.42	\$4,925.70
21	SOD- St Augustine Floritam	5500	SF	0.37	\$2,035.00
* 22	<b>MULCH- Eucalyptus Grade "A". Type "PRO-EUC" [3" layer]</b>	9000	SF	0.46	\$4,140.00
23	GROUND COVER - Parson's Juniper [3 gal, 12" spd]	295	EA	8.42	\$2,483.90
24	IRRIGATION - Valves (1.5")	5	EA	140.4	\$702.00
25	IRRIGATION - Spray Heads (rainbird)	74	EA	17.55	\$1,298.70
26	IRRIGATION - Rotor Heads (rainbird 32SA Simple adjust Rotor)	58	EA	35.69	\$2,070.02
* 27	IRRIGATION - Mainline (Purple)	400	LF	2.52	\$1,008.00
28	Des-4 Offstreet Parking-Crushed Shell- 3" layer (over Stabilized Subgrade -Location per Landscape Plan)	20	SY	14.92	\$298.40
29	IRRIGATION - Directional Bore (Location & Size per Landscape Plan)	50	LF	32.76	\$1,638.00
30	IRRIGATION -Irrigation Sleeves (Location & Size per Landscape Plan)	60	LF	9.18	\$550.80

**LANDSCAPE ITEMS SUBTOTAL = \$27,750.16**

**BID ITEMS SUBTOTAL = \$71,213.78**

**\* 31 Des-8 Unforeseen Conditions Remediation-- (Item Cost as % of Total, City-to-Fill-in-percentage)**

**OVERALL BID TOTAL**

**OVERALL BID TOTAL = \$71,213.78**

\* Revision Note! : Clarifications and / or revisions to line items are shown in bold italics. Ref: ADDENDUM #1  
 Note! Spreadsheet subtotals are generated automatically, enter columns for UNIT COST only !!

## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples  
735 Eighth Street South  
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.

No other format will be acceptable.

The Certificate must state the bid number and title.

When using the "Accord"- 25 Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

*[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-\_\_ ]*

**END OF EXHIBIT C**



**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned, is the \_\_\_\_\_ of the \_\_\_\_\_ **Surety Construction Company** (“the CONTRACTOR”), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR’s books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

The Affiant, \_\_\_\_\_, is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification, which is current or has been issued within the past five years and bears a serial number or other identifying number.

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
NOTARY PUBLIC - STATE

OF \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Notary Seal)