



**ALACHUA COUNTY  
GENERAL CONSTRUCTION AGREEMENT FOR BID NO. 23-351**

**PROJECT NO. 8205502  
AGREEMENT NO. 13469  
MAIN STREET DETENTION POND OUTFLOW FILTER**

**GREGORI CONSTRUCTION, INC.**

## GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between Gregori Construction, Inc., a foreign for-profit corporation, whose principal address is 736 Ekastown Road, Sarver, PA 16055 (hereinafter referred to as "Contractor"), and Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "County"). Collectively, the County and Contractor are hereinafter referred to as the "Parties."

### WITNESSETH:

**WHEREAS**, the County issued Bid No. 23-351 seeking the bids from contractors to provide all labor, materials, equipment and supervision for the installation of an outflow filter, and associated site work containing media to reduce nutrient loads discharged from an existing detention pond ("Project"); and

**WHEREAS**, after evaluating and considering all timely responses to Bid No. 23-351 the County identified Contractor as the lowest priced, responsive, and/or responsible bidder; and

**WHEREAS**, the County desires to contract with Contractor to perform the Work described in Bid No. 23-351 and Contractor desires to perform the Work to or for the County in accordance with the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

#### 1. **THE WORK:**

Contractor shall furnish all labor, material, equipment, apparatus and perform all work covered by the General Terms and Conditions, attached hereto and incorporated by reference as **Exhibit 1**, the Non-Technical Specifications, attached hereto and incorporated by reference as **Exhibit 2**, the Scope of Work/ Technical Specifications, attached hereto and incorporated by reference as **Exhibit 3**, and **Exhibit 12: 100% Design Construction Drawings for Main Street Wet Detention Pond Outflow Filter, Gainesville Florida, located in Section 28 Township 9 South, Range 20 East**, dated 3/13/2023, for *Invitation to Bid No. 23-351, Project No: 8205502, "Main Street Detention Pond Outflow Filter"* attached hereto and incorporated by reference (collectively the documents referenced and attached as Exhibit 1, 2, 3 and 12 are hereinafter referred to as the "Contract Documents"); and all incidental and necessary work and services thereto (collectively, the "Work"). Contractor shall complete the Work by the date specified in the Notice to Proceed (NTP), which shall be issued by the County after the Effective Date of this Agreement. The form of the NTP is attached hereto as **Exhibit 5**.

#### 2. **TERM OF AGREEMENT:**

This Agreement shall be effective upon execution by both Parties ("Effective Date"). The term of the Agreement shall be from the Effective Date until the Work is completed and all duties and responsibilities under this Agreement have been completed ("Term") unless amended or terminated as provided herein.

#### 3. **COMPENSATION AND PAYMENT:**

3.1. For completion of all Work in accordance with this Agreement, Contractor shall be paid the sum of **Five Hundred Twenty-Nine Thousand, Four Hundred Dollars and Zero Cents (\$529,400.00)** (the "Contract Amount"), allocated as provided in the Schedule of Values, attached hereto and incorporated by reference as **Exhibit 4** attached hereto and incorporated herein.

3.2. The County shall establish a contingency fund in an amount that SHALL NOT EXCEED Twenty-Six Thousand, Four Hundred Seventy Dollars and Zero Cents (\$26,470.00) (hereinafter, the "Contingency").

- 3.3. Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the Contract Documents. Contractor shall not proceed with any portion of the Work which it intends to charge against the Contingency without first informing the County that it intends to request Contingency funds to perform that portion of the Work and obtaining County's express written authorization to proceed prior to commencing that portion of the Work.
- 3.4. Contractor acknowledges and agrees that any Work which is to be charged against the Contingency that does not receive such prior written approval from the County shall be deemed to be part of Contractor's Work compensated within the Contract Amount and not chargeable against the Contingency. The County reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. County approved, but unused Contingency remaining at the end of the job will be credited from the Contract Amount. Contractor has no entitlement to any portion of any unused Contingency.
- 3.5. As a condition precedent for any payment, Contractor shall submit a monthly invoice to the County requesting payment for services properly rendered and expenses due. Contractor's invoice shall describe with reasonable particularity the Work completed, the date thereof, the time expended if such Work were rendered pursuant to a fee and the person(s) rendering such Work. Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of a representative of the Contractor, which signature shall constitute Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Contractor that payment of any portion thereof should be withheld. Submission of Contractor's invoice for final payment shall further constitute Contractor's representation to the County that, upon receipt by Contractor of the amount invoiced, all obligations of Contractor to others, including its consultants, incurred in connection with the Work, will be paid in full. Contractor shall submit invoices to the County at the following address:

Alachua County Environmental Protection Director  
408 W. University Ave., Suite 106  
Gainesville, FL 32601  
(352) 264-6831  
[sgreco@alachuacounty.us](mailto:sgreco@alachuacounty.us)

- 3.6. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and the County shall remit all payments to:

Gregori Construction, Inc.  
736 Ekastown Road  
Sarver, PA 16055  
(321) 607-6160  
[agregori@gregori-inc.com](mailto:agregori@gregori-inc.com)

- 3.7. Except as otherwise authorized in Section 3.1, the County shall not pay or reimburse Contractor for any expenses incurred by Contractor to perform the Work

4. **ALACHUA COUNTY MINIMUM WAGE:**

- 4.1. If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered

Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit 11**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$19.00 per hour without health benefits
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4.2. If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

5. **PROGRESS PAYMENTS AND RETAINAGE:**

- 5.1. That it is agreed by both Parties hereto that progress payments and final payment for Work performed will be made in accordance with the provisions as stipulated in the NTP and the Contract Documents.
- 5.2. It is agreed that five percent (5%) of the amount earned through each progress payment shall be withheld by the County. The retainage shall be paid to Contractor pursuant to Section 5.3.
- 5.3. Within thirty (30) days of Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, Contractor and County will develop a list (the “List”) of items required to achieve final completion of the Work. The List shall include the estimated cost of completion of each item on the List. Contractor will provide a first draft of the List within five (5) days of notice of Substantial Completion. The County will notify Contractor of acceptance or of any changes requested within ten (10) days of receipt of the draft List. The County shall deliver the final List to the Contractor no later than five (5) days after it has been developed as set forth above. The failure to include on the List any corrective work or pending items not yet completed does not alter, waive or release Contractor of its responsibility to complete such corrective work, pending items, or any other Work pursuant to the Agreement. Within twenty (20) business days after the list is created, the County shall pay the Contractor the remaining contract balance that includes all retainage previously withheld by the County less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list. Upon completion of all items on the List, Contractor may apply for Final Payment for all remaining retainage withheld by the County. If a good faith dispute exists as to whether one or more items identified on the List have been completed pursuant to this Agreement, the County may continue to withhold an amount equal to one hundred and fifty percent (150%) of the total cost to complete such items until Contractor has rendered complete, satisfactory and acceptable to the County such items. All items that require correction under the Agreement and that are identified after the preparation and delivery of the List remain the obligation of Contractor. This section is intended to comply with the provisions of Section 218.735, Florida Statutes; in the event of any conflict, Florida law will prevail over this section.
- 5.4. The County shall not be obligated to make payment to Contractor for amounts that are the subject of

a good faith dispute, or a claim brought pursuant to §255.05, Florida Statutes.

6. **ASBESTOS FREE MATERIALS:**

- 6.1. All Work under this Agreement will be performed with asbestos free materials. A written, notarized statement on company overhead is to be submitted with the executed Agreement certifying this fact. All payments shall be withheld until such statement is submitted.
- 6.2. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Agreement, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

7. **LIQUIDATED DAMAGES:**

- 7.1. It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin with the date provided in the NTP to Contractor by the County. Contract Time for Substantial Completion is On Hundred Twenty (120) Working Days, as defined in **Exhibit 1: General Terms and Conditions**, from the begin date listed in the NTP. Contract Time for Final Completion is 30 working days from the date the County delivers the final List to the Contractor as provided in section 5.3, above, unless extended in accordance with §218.735(7)(c), Florida Statutes.
- 7.2. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work is not Substantially Completed as herein defined or within such further time, if any, as shall be allowed for Contractor to achieve Substantial Completion in accordance with the provisions of this Agreement, Contractor shall pay the County as liquidated damages and not as a penalty the sum of Two Hundred Fifty Dollars and Zero Cents (\$250.00) per day for each and every working day after the date fixed for Substantial Completion the Work.
- 7.3. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Work is not finally completed as herein defined or within such further time, if any, as shall be allowed for Contractor to achieve final completion in accordance with the provisions of this Agreement, Contractor shall pay the County as liquidated damages and not as a penalty the sum of One Hundred Twenty-Five Dollars and Zero Cents (\$125.00) per day for each and every working day after the date fixed for such completion for the Work.

8. **RELEASE OF CLAIMS:**

It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, Contractor shall furnish to the County Contractor's Final Payment Affidavit in the form provided in **Exhibit 9**, attached hereto. Contractor shall also provide a Waiver of Right Against Payment Bond from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in **Exhibit 10**, attached hereto, or on a form acceptable to the County.

9. **GOVERNING ORDER OF DOCUMENTS:**

In cases of discrepancy, the governing order of the documents is as follows:

- 9.1. Amendments and Change Orders;
- 9.2. This Agreement;
- 9.3. General Terms and Conditions from Bid No. 23-351 (**Exhibit 1**);
- 9.4. Non-Technical Specifications from Bid No. 23-351 (**Exhibit 2**);
- 9.5. Scope of Service/Technical Specifications from Bid No. 23-351 (**Exhibit 3**);

- 9.6. *100% Design Construction Drawings for Main Street Wet Detention Pond Outflow Filter, Gainesville Florida, located in Section 28 Township 9 South, Range 20 East, dated 3/13/2023, for Invitation to Bid No. 23-351 (Exhibit 12);*
- 9.7. Notice to Proceed;
- 9.8. Vendor's Bid Submittal

**10. INDEMNIFICATION:**

- 10.1. To the maximum extent permitted by Florida law, but subject to the monetary limitation that the extent of the Contractor's indemnification obligation shall not exceed One Million Dollars and Zero Cents (\$1,000,000.00), the Contractor agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.
- 10.2. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 10.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 10.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 10.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

**11. PUBLIC RECORDS:**

- 11.1. In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:
  - 11.1.1. Keep and maintain public records required by the County to perform the Services.
  - 11.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
  - 11.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
  - 11.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

- 11.2. If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.
- 11.3. Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

**12. AUDITING RIGHTS AND INFORMATION:**

- 12.1. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of ten (10) years from the date of termination of this Agreement or the date the Work is completed, whichever is later or such longer period of time as may be required by law. Contractor shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. County, and any duly authorized agents or representatives of County, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by County. Further, County, and any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all of Contractor's and any subcontractor's Project records and documentation as often as they deem necessary and Contractor shall cooperate in any audit, inspection, or copying of the documents. Employees' personal information is excluded, if exempt under Ch. 119, F.S. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.
- 12.2. If at any time, County conducts such an audit of Contractor's records and documentation and finds that Contractor overcharged County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Contractor with regard to the Project or under any other agreement between Contractor and County. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts to County within seven (7) business days of its receipt of County's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

**13. INSURANCE:**

Throughout the term of this Project, Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit 8**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 8-A**.

**14. PERMITS:**

Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required that may in any way affect the Work outlined in this Agreement. If Contractor is not familiar with state and local laws, ordinances, code rules and regulations, Contractor remains liable for any violation and all subsequent damages or fines.

**15. BONDS:**

- 15.1. At least ten (10) days PRIOR to furnishing any labor, services or material in connection with the Project, Contractor shall provide the County with Payment and Performance Bonds, in the amount of one hundred percent (100%) of the Contract Amount, in the form attached hereto as **Exhibits 6 & 7**, the costs of which are to be paid by Contractor. It is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the required surety bond for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the County.
- 15.2. In accordance with the requirements of §255.05(1)(a), Florida Statutes, Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, within five (5) days of furnishing the Performance and Payment Bonds to the County. Contractor shall deliver a certified copy of the recorded Performance and Payment Bond to the County as evidence of recording said Bonds, within five (5) days of recording. The delivery of such evidence is a condition precedent to the County's obligation to make any payments to Contractor.

**16. SEVERABILITY AND AMBIGUITY:**

It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

**17. AMENDMENT:**

This Agreement may be amended by mutual written agreement that is executed by both of the Parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, Scope of Work, time of completion, and other material terms and conditions, may be changed only by such written and executed amendment.

**18. INDEPENDENT CONTRACTOR:**

In the performance of this Agreement, Contractor will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the County. Contractor shall be solely



responsible for the means, methods and techniques, sequences and procedures utilized by Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

**19. OPTIONAL PARTICIPATION OF CONSULTANT:**

The County is free to elect to have an authorized agent or a consultant on the Project site to respond to requests for information made by Contractors, and to approve any payment requests. If the County does not elect to have a Consultant on the job site, any provisions incorporated in this Agreement referring to the Consultant shall be disregarded, and any requests for information and approvals of payment requests shall be made by the County's Environmental Protection Manager or their designee.

**20. CHOICE OF LAW:**

The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. The sole and exclusive venue for any action under this Agreement shall be Alachua County, Florida.

**21. LAWS AND REGULATIONS:**

Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to Work required by this Agreement. Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work outlined in this Agreement. If Contractor is not familiar with state and local laws, ordinances, code rules and regulations, Contractor remains liable for any violation and all subsequent damages or fines.

**22. COMPLETE AGREEMENT:**

This Agreement contains the sole and entire Agreement between the County and Contractor and supersedes any other written or oral Agreements between them not incorporated herein.

**23. NON-WAIVER:**

The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

**24. SUCCESSORS AND ASSIGNS:**

Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

**25. NO THIRD-PARTY BENEFICIARIES:**

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

**26. COUNTERPARTS:**

This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**27. WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS:**

27.1. Contractor's obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by a County employee, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to Contractor under the Contract Documents, nor any use or occupancy of

the Project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

27.2. The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against the County, other than those previously made in writing and still unsettled.

28. **DEFAULT AND TERMINATION:**

28.1. The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. Prior to terminating this Agreement, the County will notify Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give Contractor seven (7) calendar days to cure the default or develop a plan and timeline acceptable to the County to cure the default. The County Manager, or their designee, is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager, or their designee, is authorized to provide final termination notice on behalf of the County to Contractor.

28.2. The County may terminate this Agreement without cause by first providing at least thirty (30) days written notice to Contractor. The County Manager, or their designee, is authorized to provide written notice of termination on behalf of the County.

28.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four hours' notice in writing to Contractor. The County will be the final authority as to the availability of funds. The County will pay Contractor for all Work completed prior to any notice of termination.

28.4. If Contractor is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of its property, or if it files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if it repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment, or if it fails to make prompt payments to subcontractors or for labor, materials, or equipment, or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if it disregards the authority of the County Manager, or their designee, or otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving Contractor seven (7) days written notice, terminate the service of Contractor for the Project and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and finish the Work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment, if any is owed, until the Work is finished.

28.5. Where Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due to Contractor will not release Contractor from liability.

28.6. Upon seven (7) days' written notice to Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate this Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

29. **WORKPLACE VIOLENCE:** Employees of Contractor are prohibited from committing any act of Workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Contractor's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

30. **DUTIES AND OBLIGATIONS:** The rights and remedies available hereunder, and, in particular

without limitation, the warranties, guarantees and obligations imposed upon Contractor by this Agreement (No. 13469) and the rights and remedies available to the County thereunder, shall be in addition to and not a limitation of any otherwise imposed or available law, by special guarantee or other provisions of the Contract Documents and Specifications.

31. **POLLUTION ABATEMENT:** Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. It shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. It shall take necessary measures to minimize soil erosion.
32. **INJURY OR DAMAGE TO PEOPLE OR PROPERTY:** Should the County or Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of Contractor's employees or agents or others for whose acts Contractor is legally liable, claim shall be made in writing to the County within a reasonable time of the first observance of such injury or damage.
33. **HEALTH CONSIDERATIONS:** Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. Contractor shall commit no public nuisance.
34. **ELECTRONIC SIGNATURES:** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
35. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first written below.

**ALACHUA COUNTY, FLORIDA**

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

Mary C. Alford, Chair

Board of County Commissioners

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

**ATTEST**

**APPROVED AS TO FORM**

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

**CONTRACTOR**

By:  \_\_\_\_\_  
FCBA08C4578046E...

Print: Chris Kurek

Title: Southern Regional Manager

Date: 6/26/2024

**IF CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

**EXHIBIT 1: GENERAL TERMS AND CONDITIONS**

**1. PRICING:**

The Schedule of Values, attached hereto and incorporated by reference as **Exhibit 4**, provides pricing for the Work performed under the Agreement will be as provide in the Scope of Work/Technical Specifications (**Exhibit 3**) and the NTP.

**2. HOURS OF WORK:**

- 2.1. Standard hours of the Work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Under no circumstances will Contractor perform any Work at any time or access the site of the Work without specific written (by memorandum or email) of the County’s representative.
- 2.2. Non-standard hours are hours required by the County to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.
- 2.3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.
- 2.4. County Holidays - Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday.

- New Year’s Day
- Martin Luther King Day
- Memorial Day
- Juneteenth Day
- 4<sup>th</sup> of July
- Labor Day
- Veteran’s Day
- Thanksgiving Day and the day after Thanksgiving
- Christmas Day and one additional day as designated by County Manager

**3. WORK AUTHORIZATION:**

- 3.1. Any Work required under this Agreement shall be authorized by issuance of formal, written NTP, based on the Scope of Work/ Technical Specifications (**Exhibit 3**).
- 3.2. Alachua County shall issue a revised Notice to Proceed in the form of **Exhibit 5**.
- 3.3. NTPs issued under this Agreement, shall authorized by signature of the County designee.
- 3.4. Amendments to the NTP (Change Orders) will be approved in accordance with County Policy and Ordinance and shall be issued in the form of the NTP Amendment.

**4. SCHEDULING OF WORK:**

- 4.1. The County will issue an NTP for the Work. The first day of performance under an NTP shall be the effective date specified in the Notice to Proceed. Any preliminary work started, or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use Contractor shall request Alachua County to inspect the Work to determine the status of completion.
- 4.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.
- 4.3. Furniture and portable office equipment in the immediate work area will be moved to a designated location by Contractor and replaced to its original location upon completion of the Work. If the furniture and portable office equipment cannot be replaced to its original location, the County will

designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Alachua County will compensate Contractor for any such transportation and storage costs incurred through an Amendment to the NTP.

- 4.4. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.
- 4.5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval, prior to placement.

**5. CONTRACTOR'S RESPONSIBILITIES:**

- 5.1. Contractor shall supervise, perform and direct the Work using the best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under this Agreement. Contractor shall ensure that the completed Work complies accurately with the Contract Documents.
- 5.2. Contractor's Superintendent: Contractor shall employ a competent resident superintendent who shall be at the Project site during the progress of the Work. The superintendent shall be satisfactory to County and shall not be changed except with the written approval of the County. The superintendent shall represent Contractor at the site and shall have full authority to act on behalf of Contractor. All communications given to the superintendent shall be binding on Contractor. All oral communications affecting Contract Time, Contract Amount and Contract interpretation will be confirmed in writing to the County.

**6. DESIGN:**

- 6.1. Contractor's duties under the Agreement may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Work. Contractor agrees to provide detailed design drawings and plans if requested by the County, with reimbursement included in an amended NTP and said cost should be incidental to the Project.
- 6.2. Incidental means not exceeding 10% or \$5,000, whichever is higher of the total Project cost, unless properly justified and approved by the County.

**7. ALACHUA COUNTY-FURNISHED UTILITIES:**

- 7.1. The County shall provide at no cost to Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Agreement. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the NTP to compensate Contractor for providing such items.
- 7.2. Water:
  - 7.2.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, a supply of water necessary for the performance of Work under this Agreement. Alachua County will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Contractor to determine the extent to which existing Alachua County water supply source is adequate for the needs of the Agreement.
  - 7.2.2. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor, and costs included in the Scope of Work. All Work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor,

so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of the County.

7.3. Electricity:

7.3.1. The County shall furnish to Contractor from existing County facilities and without cost to Contractor, electricity necessary for the performance of Work under this Agreement. It is the responsibility of Contractor to determine the extent to which existing County electrical facilities are adequate for the needs of this Agreement.

7.3.2. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal. All Work in connection therewith shall be coordinated, scheduled and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workman like manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of County.

**8. DIRECT PURCHASE OF MATERIALS:**

County may purchase materials directly and provide them to Contractor for use on the Project. Within forty-five (45) days of the issuance of the NTP Contractor will provide County with a list of bulk materials needed on the Project, the cost for those materials including sales tax, and a schedule of values showing when those items are needed. If County elects to purchase certain items, Contractor will prepare a deductive change order to the Agreement. County shall issue a purchase order and Contractor has sole responsibility for establishing delivery and schedule. There will be no reimbursement to Contractor if the materials are obtained by the County at less than the estimated cost.

**9. PROCEDURES:**

9.1. Pre-Construction Conference: After award of the Agreement and before the issuance of the initial NTP under this Agreement, the County will conduct a conference to acquaint Contractor with County policies and procedures that are to be observed during the prosecution of the Work and to develop mutual understanding relative to the administration of the Agreement.

9.2. The Work of this Agreement shall be determined by the Scope of Work/ Technical Specifications (**Exhibit 3**). Contractor shall perform its construction Work in accordance with this Agreement including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. Contractor shall provide quality assurance as specified in strict accordance with the Contract Documents. Contractor shall also be responsible for site safety as well as site preparation and cleanup.

9.3. Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

9.4. Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP.

**EXHIBIT 2: NON-TECHNICAL SPECIFICATIONS**

**EXHIBIT 2**

**Non-Technical Specifications  
(General Terms & Conditions)**

**Main Street Detention Pond Outflow Filter  
Project No. 8205502**



1. **DEFINITIONS:** These definitions apply to this exhibit and any subsequent exhibits. Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:
  - 1.1. **AGREEMENT:** The written document between the County and the Contractor covering the Work to be performed, including the Contractor's Bid and the Bonds.
  - 1.2. **BONDS:** Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
  - 1.3. **CHANGE ORDER:** A written order to the Contractor, signed by the Board of County Commissioners or County Manager, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Amount, Contract Price or the Contract Time, issued after execution of the Agreement.
  - 1.4. **CONTINGENCY AMOUNT:** The total monies established to efficiently and timely address any unknown or unanticipated conditions and pay factor adjustments. Contractor has no entitlement to any contingency amount without written notice from the County.
  - 1.5. **CONTRACT:** The written agreement incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents covering the Work to be performed.
  - 1.6. **CONTRACT AMOUNT:** The total monies payable to the Contractor under the provisions of the Contract Documents.
  - 1.7. **CONTRACT PRICE:** The total monies payable to the Contractor plus the established contingency amount under the provisions of the Contract Documents.
  - 1.8. **CONTRACT DOCUMENTS:** The Agreement, Specifications, Drawings, Addenda whether issued prior to the opening of bids or execution of the Contract and Modifications.
  - 1.9. **CONTRACT TIME:** The number of days stated in the Agreement for the completion of the Work.
  - 1.10. **CONTRACTOR:** The person, firm or corporation with whom the County has executed a contract for the performance of the Work, or his legally authorized representative.
  - 1.11. **COUNTY:** Alachua County, Florida, through the Board of County Commissioners, or its authorized legal representative.
  - 1.12. **DIRECTOR:** The Environmental Protection Department Director, or his authorized representative, 408 West University Ave. Suite 106, Gainesville, Florida 32601, acting for the County.
  - 1.13. **DRAWINGS:** The drawings and plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Director and are referred to in the Contract Documents.
  - 1.14. **ENGINEER or ENGINEER OF RECORD:** is defined as the design engineer responsible for designing the project and preparing the DRAWINGS
  - 1.15. **FIELD CHANGE ORDER:** A written order to the Contractor signed by the Environmental Protection Department Director or designee for modifications to the work that do not increase the Contract Price, that do not increase Contract Time and that do not increase the size (project limits), function (project type) or intended use of the work.
  - 1.16. **PROJECT ENGINEER:** The Alachua County Project Engineer, assigned by the Environmental Protection Department Director, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them
  - 1.17. **PROJECT REPRESENTATIVE:** The authorized representative of the Environmental Protection Department Director who is assigned to the project or any parts thereof.
  - 1.18. **RESPONSIBLE AGENT:** The duly authorized representative of the Alachua County Board of County Commissioners or the Contractor during the contract period.
  - 1.19. **SHOP DRAWINGS:** All Drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and

which illustrate the equipment, materials or some portion of the Work.

- 1.20. **SPECIFICATIONS:** The directions, provisions and requirements contained herein, together with all written Agreements made or to be made, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Contract.
- 1.21. **SUBCONTRACTORS:** Any person, firm or corporation, other than the Contractor, supplying labor, equipment or material for work at the site of the project.
- 1.22. **WORK:** Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

## **2. STARTING THE WORK**

- 2.1. **Schedule** Within ten (10) days after execution of the Agreement, the Contractor will submit to the Project Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.
- 2.2. **Pre-Construction Conference** Before starting Work, a conference will be held to review the above schedules and submittal package (See 2.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the parties as to the project. Present at the conference will be the Project Engineer, Engineer of Record, and the Contractor and utility company representatives, if needed.
- 2.3. **Notice to Proceed** Upon execution and delivery of the Agreement, the Project Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.
- 2.4. **Commencement of Time** The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.
- 2.5. **Submittals** The Contractor's submittal package for the Pre-Construction meeting shall include: the Surveyor's License Confirmation on a form provided by the County, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan, and Stormwater Pollution Prevention Plan to be approved by the County prior to any construction activities along with any other requirements or permits as outlined in this document. All submittals must be approved by the County prior to implementation.

## **3. INTENT OF CONTRACT DOCUMENTS**

- 3.1. It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.
- 3.2. The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order or Contract Amendment.

## **4. OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS**

- 4.1. All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.
- 4.2. The County will furnish to the Contractor three (3) copies of the Drawings as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at

the cost of reproduction.

- 4.3. The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Environmental Protection Department Director and Project Engineer.

**5. WORK BY OTHERS**

- 5.1. The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- 5.2. If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the Project Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 5.3. The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will 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 Project Engineer.
- 5.4. If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in **Exhibit 2, Non-Technical Specifications**, Paragraphs 15-17.

**6. RESPONSIBLE AGENT**

- 6.1. The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor.
- 6.2. The Project Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 6.3. A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this contract.

**7. ACCIDENT PREVENTION**

- 7.1. Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 7.2. Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

**8. SUBCONTRACTS**

- 8.1. The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the Project Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the Project Engineer, prior to written concurrence by the Project Engineer.
- 8.2. The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the Project Engineer or any obligation on the part of the County or the Project Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.
- 8.3. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.
- 8.4. The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

**9. PHYSICAL AND SUBSURFACE CONDITIONS**

- 9.1. The Project Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.
- 9.2. The Contractor will promptly notify the Project Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Project Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the Project Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the Project Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

**10. PROJECT ENGINEER'S STATUS DURING CONSTRUCTION**

- 10.1. The Project Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the Project Engineer.
- 10.2. The Project Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.
- 10.3. The Project Engineer will have authority to disapprove of or reject Work which is defective;

i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **Exhibit 2, Non-Technical Specifications**, Paragraph 12. He will also have authority to require special inspection or testing of the Work as provided in **Exhibit 2, Non-Technical Specifications**, Paragraph 14.3, whether or not the Work is fabricated, installed or completed.

- 10.4. Neither the Project Engineer's authority to act under this **Exhibit 2, Non-Technical Specifications**, Paragraph 10 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Project Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

## **11. PROJECT ENGINEER'S INTERPRETATIONS AND DECISIONS**

- 11.1. The Project Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Amount, he may make a claim therefore as provided in **Exhibit 2, Non-Technical Specifications**, Paragraph 16.
- 11.2. The Project Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the Project Engineer for decisions, which he shall render in writing within a reasonable time, after consulting with the Engineer of Record as needed.

## **12. TESTS AND INSPECTIONS**

- 12.1. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Project Engineer timely notice of readiness, therefore. The Contractor will furnish the Project Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the Project Engineer, it must, if directed by the Project Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.
- 12.2. Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **Exhibit 2, Non-Technical Specifications**, Paragraph 19.
- 12.3. Neither observations by the Project Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in

accordance with the requirements of the Contract Documents.

**13. CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE**

- 13.1. The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the Project Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 13.2. The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the Project Engineer. The superintendent shall not be replaced without the consent of the Project Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- 13.3. The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. Surveyor is required to sign, seal and return a form provided by the County. He will at all times maintain good discipline and order among his employees at the site.
- 13.4. The Project Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.
- 13.5. The Contractor shall have a responsible person or persons available on 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

**14. ACCESS TO THE WORK: UNCOVERING FINISHED WORK**

- 14.1. The Project Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 14.2. If any Work is covered contrary to the request of the Project Engineer, it must, if requested by the Project Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 14.3. If any Work has been covered which the Project Engineer has not specifically requested to observe prior to its being covered, or if the Project Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non- defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Amount or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in **Exhibit 2, Non-Technical Specifications**, Paragraph 16 and 17.

**15. CHANGES IN THE CONTRACT WORK**

- 15.1. Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Amount or Contract Price, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in **Exhibit 2, Non- Technical Specifications**, Paragraphs 16 and 17.
- 15.2. The Environmental Protection Department Director may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order. If the Contractor believes that any minor change or alteration authorized by the Director entitles him to an increase in the Contract Amount or Contract Price, he may make a claim therefore as provided in **Exhibit 2, Non- Technical Specifications**, Paragraph 16.
- 15.3. Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Amount, or an extension of the Contract Time.
- 15.4. It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Amount, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

**16. CHANGE OF CONTRACT AMOUNT OR CONTRACT PRICE**

- 16.1. The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work plus any applicable Contingency Amount.
- 16.2. The Contract Amount may only be changed by a Change Order or Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Amount, his notice of intent to file a claim shall be in writing delivered to the Project Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the Project Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. Change orders and field change orders will be approved by the following procedure:
  - 16.2.1. The Environmental Protection Department Director or his designee may approve Field Change Orders that, either cumulatively or individually, increase the Contract Amount up to the Contract Price, provided that such Field Change Orders do not extend contract time or does not expand the size, function or intended use of the project contained in the contract documents.
  - 16.2.2. The County Manager may approve Change Orders that, either cumulatively or individually, increase the Contract Amount up to the Contract Price; or Change Orders that, either cumulatively or individually, increase the Contract Price by ten percent of the original Contract Price or \$100,000, whichever is less, provided that such Change Orders do not expand the size, function or intended use of the project contained in the contract documents.
  - 16.2.3. The Board of County Commissioners has the sole authority to approve Change Orders that increase the Contract Price by more than ten percent of the original Contract Price or \$100,000 or Change Orders that expand the size function or intended use of the project

contained in the contract documents.

- 16.3. The value of any Work covered by a Change Order or Field Change Order, for any claim for an increase in the Contract Amount, shall be determined in the following ways:
- 16.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  - 16.3.2. Mutual acceptance of a lump sum or unit price.
  - 16.3.3. Cost and a mutually acceptable fixed amount for overhead and profit.
  - 16.3.4. If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:
    - 16.3.4.1. for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and
    - 16.3.4.2. for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 17.4.4.1, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data.
- 16.4. Pay factor adjustments shall be adjusted in accordance with details outlined in **Exhibit 2, Technical Specifications**.

**17. CHANGE OF THE CONTRACT TIME**

- 17.1. The Contract Time may be changed solely in a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his notice of intent to file a claim shall be in writing delivered to the Project Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the Project Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. The County Manager may approve any extension in Contract Time. Contract Time shall not be extended for County designated holidays. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 17.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in **Exhibit 2, Non-Technical Specifications**, Paragraph 17.1. Such delays shall only include, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions, acts of God or other delays at the sole discretion of the County.
- 17.3. All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **Exhibit 2, Non-Technical Specifications**, Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

- 18. NEGLECTED WORK** If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the Project Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including



compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Amount. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

**19. WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

- 19.1. The Contractor warrants and guarantees to the County and the Project Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.
- 19.2. If required by either the Director or the Project Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the Project Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Project Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the Project Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Amount. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.
- 19.3. If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the County and in accordance with the County's written instructions either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with nondefective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.
- 19.4. If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the Project Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of **Exhibit 2, Non-Technical Specifications**, Paragraph 16.3.4 shall prevail.

**20. APPLICATIONS FOR PROGRESS PAYMENTS**

- 20.1. Not more than once a month, the Project Engineer will submit to the Contractor for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated

in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the Project Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.

- 20.2. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 20.3. The Project Engineer will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing his approval of payment, less any retainage as specified by contract, and present the application to the Clerk of the Court for payment. The Clerk of the Court will pay the Contractor the amount approved by the Project Engineer in accordance with Florida's Prompt Payment Act.

## **21. APPROVAL OF PAYMENTS**

- 21.1. The Project Engineer's approval of any payment requested in an application for payment shall constitute a representation by him to the County, based on the Project Engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of his knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the Project Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work; that he has reviewed the means, methods and techniques, sequences and procedures of construction; or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him.
- 21.2. The Project Engineer's approval of final payment shall constitute an additional representation by him to the County that the conditions precedent to the Contractor's being entitled to final payment, as set forth in **Exhibit 2, Non- Technical Specifications**, Paragraph 22.3, have been fulfilled.
- 21.3. The Project Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the County. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:
- 21.3.1. The Work is defective.
- 21.3.2. Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.

- 21.3.3. The Contract Amount has been reduced.
- 21.3.4. The County has been required to correct defective Work or complete the Work in accordance with **Exhibit 2, Non-Technical Specifications**, Paragraph 18, or
- 21.3.5. Unsatisfactory prosecution of the Work, including failure to clean up as required by **Exhibit 2, Non-Technical Specifications**, Paragraph 23.

**22. FINAL PAYMENT**

- 22.1. Upon notification from the Contractor that the project is complete, the Project Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
  - 22.2. After the Contractor has completed any such corrections to the satisfaction of the Project Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Affidavit and Release of Lien and Subcontractor/Materialman Waiver and Release of Lien, utilizing forms provided by the County. Nothing in this section waives the rights of the Contractor under Section 255.05(11) F.S. The Project Engineer will execute a Certificate of Completion and recommend final payment.
  - 22.3. If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the Project Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after Contractor concurrence of the final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will pay the Contractor the amount approved by the Project Engineer in accordance with Florida's Prompt Payment Act.
  - 22.4. If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the Project Engineer so confirms, the County shall, upon certification by the Project Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Project Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.
23. **CLEANING UP** The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

**24. COUNTY'S RIGHT TO STOP OR SUSPEND WORK**

- 24.1. If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors

for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Amount or extension of the Contract Time.

- 24.2. The County may, at any time and without cause, suspend the Work, at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Amount or an extension of the Contract Time directly attributable to any suspension provided he makes a claim therefore as provided in **Exhibit 2, Non-Technical Specifications**, Paragraphs 16 and 17.

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**EXHIBIT 3: SCOPE OF WORK/ TECHNICAL SPECIFICATIONS**

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**Technical Specifications**  
**Main Street Detention Pond Outflow Filter**

*Prepared for:*  
**Alachua County Environmental Protection Department**  
408 W. University Avenue, Suite 106  
Gainesville, FL 32601

*Prepared by:*  
**Wood Environment & Infrastructure Solutions, Inc.**  
404 SW 140<sup>th</sup> Terrace  
Newberry, FL  
32669

**Wood Project No.: 6063200347**

**June 2021**

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## SECTION 1: GENERAL REQUIREMENTS

### SECTION 1.1 SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 SUMMARY:

- A. The work includes, but is not limited to, earthwork including excavation, fill, grading, hauling of material, erosion control measures, filter box installation and pipe placement.

##### 1.02 PROJECT DESCRIPTION:

- A. This project includes the design and installation of an upflow filter at the wet detention pond at the intersection of NE 35th Avenue and NE 4th Street located in the City of Gainesville. The objective of the project is to enhance the existing treatment processes and remove additional nutrients from the pond outflow. The upflow filter will retain solids and use biosorption activated media (BAM) to remove dissolved contaminants, particularly nitrogen and phosphorus. The proposed filter, in conjunction with the existing wet detention pond, will form a treatment train that will provide improved water quality to downstream water resources including Springstead Creek and Hogtown Creek. This wet detention pond is owned by Alachua County (OWNER) and receives stormwater runoff from approximately 10.6-acres of commercial land uses along and around North Main Street in Gainesville. The detention pond discharges to the north under NE 35th Avenue to a channelized section of Springstead Creek, which is a tributary of Hogtown Creek.

##### 1.03 RELATED CONTRACT ACTIVITIES:

- A. The CONTRACTOR shall provide stabilization and erosion protection of the work area as required, and control access to the job site. CONTRACTOR shall prevent the public from entering the WORK limits. CONTRACTOR shall erect and maintain signage and barriers as may be necessary to restrict public access to and in the immediate vicinity of all construction operations and equipment. The CONTRACTOR shall prepare and provide a certified surveyed record drawing of all construction for OWNER records and permit compliance. The CONTRACTOR shall operate in a safe manner at all times in accordance with OSHA regulations.

##### 1.04 WORK PERFORMED BY OTHERS:

- A. The CONTRACTOR shall be responsible for any work performed by subcontractors or other entities acting under the supervision of the CONTRACTOR.
- B. CONTRACTOR shall assume full responsibility for security of their own and subcontractor's materials and equipment stored on the site.
- C. The CONTRACTOR shall ensure all subcontractors operate in a safe manner in accordance with OSHA regulations at all times.

##### 1.05 CONTRACTOR'S USE OF PREMISES:

- A. During construction activities, the CONTRACTOR shall be responsible for maintaining all access roads and areas in good condition. All roads and areas used by the CONTRACTOR must be returned to same or better condition than found.
- B. CONTRACTOR shall coordinate use of premises with OWNER or OWNER'S Representative.

##### 1.06 WORK SEQUENCE, COORDINATION ACTIVITIES AND SCHEDULED DATES:

- A. General. The CONTRACTOR will coordinate its WORK with other adjacent contractors, landowners, and OWNER activities, with specific attention to access and staging areas. Construction sequence shall be determined by the CONTRACTOR.

- B. Suggested Construction Sequence: A suggested sequence of construction has been prepared by the ENGINEER and is presented below; the CONTRACTOR may suggest modifications to the sequence provided the access and operation requirements are satisfied and compliance with the overall contract period is achieved.
1. Determine approved staging areas.
  2. Install temporary erosion and sediment controls as required and maintain throughout construction.
  3. Construct project according to construction plans, construction specifications, and within permit requirements.
  4. Vegetate and stabilize disturbed work areas as shown in the construction plans.
  5. Obtain final approval, remove erosion and sedimentation controls and stabilize any area disturbed by their removal.
- C. Scheduled Events: Provide a Schedule of WORK to the OWNER and the ENGINEER.
- D. Inspection Coordination: The CONTRACTOR shall provide access to the WORK for the OWNER as requested for inspection. The CONTRACTOR shall provide 48-hour notice of its intention to begin new WORK activities.

#### 1.07 LIST OF DRAWINGS:

- A. Contract Drawings:
- |      |                                 |
|------|---------------------------------|
| C100 | COVER SHEET                     |
| C101 | GENERAL NOTES                   |
| C200 | EXISTING CONDITIONS             |
| C210 | EROSION & SEDIMENT CONTROL PLAN |
| C220 | PROPOSED SITE PLAN              |
| C300 | UPFLOW FILTER BOX CROSS-SECTION |
| C400 | TYPICAL DETAILS I               |
| C401 | TYPICAL DETAILS II              |

#### 1.08 SCOPE:

- A. Summary of Work: The CONTRACTOR shall furnish, except whatever is indicated in the SPECIFICATIONS and DRAWINGS to be furnished by others, all labor, materials, and equipment necessary to perform the WORK covered by these SPECIFICATIONS and as shown on the DRAWINGS to construct. All existing roads and other areas used during the project shall also be maintained to existing conditions.

#### 1.09 DEFINITIONS:

- A. **"CONTRACT"** is defined as the written agreement incorporating the bid submitted by the bidder and which is approved by the OWNER, or its designee, along with all documents covering the WORK to be performed.
- B. **"CONTRACTOR"** is defined as the person, firm or corporation with whom the OWNER has executed a CONTRACT for performance of the WORK, or their legally authorized representative.
- C. **"DRAWINGS"** are the drawings and plans which show the character and scope of the WORK to be performed and which have been prepared or approved by the OWNER.
- D. **"ENGINEER"** or **"ENGINEER OF RECORD"** is defined as the design engineer, Wood Environment and Infrastructure Solutions, Inc., who is responsible for designing the project and preparing the DRAWINGS and SPECIFICATIONS.
- E. **"OWNER"** is defined as Alachua County or any of its authorized representatives.
- F. **"SITE"** is defined as the Main Street Wet Detention Pond Outflow Filter project area defined by the OWNER and where the WORK is to be complete as detailed on the DRAWINGS.



- G. **"SPECIFICATIONS"** are defined as the directions, provisions, and requirements contained herein, all supplemental addenda, and any modifications furnished by the OWNER.
- H. **"WORK"** is defined as any and all obligations, duties, and responsibilities necessary for the successful completion of the Main Street Wet Detention Pond Outflow Filter Project assigned to or undertaken by the CONTRACTOR, including the furnishing of all labor, materials, equipment and other materials.

**PART 2 - PRODUCTS (Not applicable)**

**PART 3 - EXECUTION (Not applicable)**

END OF SECTION

## SECTION 1.2 PROFESSIONAL FIELD SERVICES

### PART 1 - GENERAL

1.01 The CONTRACTOR shall engage a professional surveyor and mapper registered in the State of Florida to perform the necessary layout, survey control, benchmarks and record drawings, as required by the construction plans.

1.02 DESCRIPTION: In connection with this WORK, CONTRACTOR shall:

- A. Perform all construction layout and reference staking necessary for the proper control and satisfactory completion of the WORK.
- B. Run a level circuit between vertical control points indicated to check plan benchmarks and establish new benchmarks where necessary.
- C. The CONTRACTOR shall be responsible for the placement and preservation of adequate ties and reference to all control points, whether established by The CONTRACTOR or found on the project, necessary for the accurate reestablishment of all base lines or centerlines shown on the Plans.
- D. Have the Record Drawings prepared by a professional surveyor and mapper registered in the State of Florida, per Section 1.9 Record Drawings.

1.03 CONSTRUCTION REQUIREMENTS:

- A. The CONTRACTOR'S personnel performing the construction staking shall work under the direct supervision of a Florida registered engineer or Florida licensed land surveyor.
- B. The CONTRACTOR shall be solely and completely responsible for the accuracy of the line and grade of all features of the WORK. Any errors or apparent discrepancies found in previous surveys, plans, or specifications shall be called to the attention of the OWNER by the CONTRACTOR for correction or interpretation prior to proceeding with the WORK.
- C. Field notes shall be kept in standard, bound field notebooks in a clear, orderly, and neat manner consistent with standard engineering practices.
- D. The CONTRACTOR shall be responsible for the placement and preservation of adequate ties and reference to all control points, whether established by the CONTRACTOR or found on the project, necessary for the accurate reestablishment of all base lines or centerlines shown on the Plans. All land ties (i.e. section corners, fractional section corners, and similar items) that may be lost or destroyed during construction shall be carefully referenced and replaced.
- E. The supervision of the CONTRACTOR'S construction engineering personnel shall be the responsibility of the CONTRACTOR; any deficient engineering layout or construction work which may be the result of inaccuracies in CONTRACTOR staking operations or the failure to report inaccuracies found in work previously done by the ENGINEER shall be corrected at the expense of the CONTRACTOR.
- F. The CONTRACTOR shall obtain written approval of the OWNER prior to commencing staking.

**PART 2 - PRODUCTS (Not applicable)**

**PART 3 - EXECUTION (Not applicable)**

END OF SECTION

## SECTION 1.3 PERMITS AND FEES

### PART 1 - GENERAL

1.01 Unless otherwise specified, the CONTRACTOR shall obtain and pay for any permits and licenses related to the WORK as provided for in Section 1 General Requirements, except as otherwise provided herein.

1.02 The CONTRACTOR is responsible for any additional permits required, which may include, as needed, but is not limited to:

- A. hauling and disposal permits
- B. dewatering permits
- C. burn permits
- D. sign permits
- E. maintenance of traffic permits
- F. NPDES Notice of Intent (NOI)
- G. Stormwater Pollution Prevention Plan (SWPPP)
- H. City of Gainesville Right of Way Permit

1.03 The OWNER has already obtained the following permits:

- A. St. Johns River Water Management District General Environmental Resource Permit (Permit No. 166257-1)

### PART 2 - PRODUCTS (Not applicable)

### PART 3 - EXECUTION (Not applicable)

END OF SECTION

## SECTION 1.4 SUBMITTALS

### PART 1 - GENERAL

#### 1.01 SUMMARY:

- A. This Section includes definitions, descriptions, transmittal, and review of "Compliance" and "Miscellaneous" Submittals.
- B. The CONTRACTOR shall furnish for each employee all safety equipment required by OWNER. All employees shall have or show evidence of safety training as required by OWNER.
- C. The CONTRACTOR shall submit a construction schedule to the OWNER. The WORK schedule shall include all aspects of the scope of work described in these SPECIFICATIONS and included in the DRAWINGS. The WORK schedule shall be updated thereafter, and through completion of the scope of work, on a monthly basis.
- D. Throughout the construction period, the CONTRACTOR shall maintain a careful record of any and all changes on the DRAWINGS during actual construction. Any and all changes and the CONTRACTOR'S field construction notes shall be neatly and legibly prepared. The CONTRACTOR shall submit two copies of the notes and redlines marked DRAWINGS to the OWNER.

#### 1.02 GENERAL INFORMATION:

- A. Definitions:
  - 1. Compliance Submittals include shop drawings, product data, and samples which are prepared by the CONTRACTOR, subcontractor, manufacturer, or supplier and submitted by the CONTRACTOR to the OWNER as a basis for approval of the use of Equipment and Materials proposed for incorporation in the WORK or needed to describe installation, operation, maintenance, or technical properties.
    - a. Shop drawings include custom-prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, instructions, and similar information not in standard printed form applicable to other projects.
    - b. Product data includes standard printed information on materials, products and systems not custom-prepared for this Project, other than the designation of selections from available choices.
    - c. Samples include both fabricated and unfabricated physical examples of materials, products, and WORK; both as complete units and as smaller portions of units of WORK; either for limited visual inspection or (where indicated) for more detailed testing and analysis. Mock-ups are a special form of samples which are too large to be handled in the specified manner for transmittal of sample Submittals.
  - 2. Miscellaneous Submittals are those technical reports, administrative Submittals, certificates, and guarantees not defined as shop drawings, product data, or samples.
    - a. Technical reports include laboratory reports, tests, technical procedures, technical records, and CONTRACTOR'S survey field notes for construction staking.
    - b. Administrative Submittals are those nontechnical Submittals required by the Contract Documents or deemed necessary for administrative records. These Submittals include maintenance agreements, workmanship bonds, Project photographs, physical work records, statements of applicability, copies of industry standards, record drawing and field notes, security/protection/safety data, and similar type Submittals.
    - c. Certificates and guarantees are those Submittals on Equipment and Materials where a written certificate or guarantee from the manufacturer or Supplier is called for in the Specifications.

- d. Reports as required by Contract describing CONTRACTOR'S means and methods for items such as dewatering, earth and water retaining, erosion/turbidity control, and safety plans as needed.
- B. Quality Requirements:
- 1. Submittals such as shop drawings and product data shall be of the quality for legibility and reproduction purposes. Every line, character, and letter shall be clearly legible. Drawings such as reproducible shall be useable for further reproduction to yield legible hard copy.
  - 2. Documents submitted to the OWNER that do not conform to these requirements shall be subject to rejection by the OWNER, and upon request by OWNER, CONTRACTOR shall resubmit conforming documents. If conforming Submittals cannot be obtained, such documents shall be retraced, redrawn, or photographically restored as may be necessary to meet such requirements. CONTRACTOR's (or their subcontractor's) failure to initially satisfy the legibility quality requirements will not relieve CONTRACTOR (or their subcontractors) from meeting the required schedule for Submittal of shop drawings and product data.
- C. Language and Dimensions:
- 1. All words and dimensional units shall be in the English language.
  - 2. Metric dimensional unit equivalents may be stated in addition to the English units.
- D. Submittal Completeness:
- 1. Submittals shall be complete with respect to dimensions, design criteria, materials of construction, and other information specified to enable the OWNER to review the information effectively.
  - 2. Where standard drawings are furnished which cover a number of variations of the general class of equipment, each such drawing shall be individually annotated to describe exactly which parts of the drawing apply to the equipment being furnished. Use hatch marks to indicate variations that do not apply to the Submittal. The use of "highlighting markers" is not an acceptable means of annotating Submittals. Such annotation shall also include proper identification of the Submittal permanently attached to the drawing.

#### 1.03 COMPLIANCE SUBMITTALS:

- A. Items shall include, but not be limited to, the following:
- 1. Shop drawings:
    - a. Silt Fencing
    - b. Geotextile
    - c. Pipes
    - d. Inlet and Outlet Structures
    - e. Engineered Soil Media
    - f. Filter Box Structure
  - 2. Material lists or schedules
  - 3. Offsite fill soil type certification

#### 1.04 MISCELLANEOUS SUBMITTALS:

- A. Miscellaneous Submittals are comprised of technical reports, administrative Submittals, and guarantees which relate to the WORK, but do not require OWNER'S approval prior to proceeding with the WORK. Miscellaneous Submittals may include but are not limited to (at OWNER'S discretion):
- 1. Field test reports
  - 2. Certification on Materials:
    - a. Compaction of fill

3. Soil test reports
4. Job progress schedules
5. Material delivery schedules and tickets
6. Progress photographs
7. Warranties and guarantees
8. Surveying field notes
9. Turbidity monitoring reports
10. Technical Reports
11. Permits

B. Transmittal of Miscellaneous Submittals:

1. All Miscellaneous Submittals furnished by subcontractors, manufacturers, and suppliers shall be submitted to OWNER by CONTRACTOR unless otherwise specified.
    - a. Identify each miscellaneous Submittal by Project name and number, Contract title and number, and the specification section and article number marked thereon or in the letter of transmittal. Unidentifiable Submittals will be returned for proper identification.
    - b. At the time of each submission, call to the attention of the OWNER in the letter of transmittal any deviations from the requirements of the DRAWINGS and SPECIFICATIONS.
  2. Quantity Requirements:
    - a. Technical reports and administrative Submittals except as otherwise specified: One digital copy to the OWNER
    - b. Written Certificates and Guarantees: One digital copy to the OWNER
  3. Test Reports:
    - a. Responsibilities of CONTRACTOR and OWNER regarding tests and inspections of Materials and completed WORK are set forth elsewhere in these SPECIFICATIONS.
    - b. The third party specified responsible for testing or inspection shall in each case, unless otherwise specified, arrange for the testing laboratory or reporting agency to distribute test reports as follows:
      - i. OWNER: Two copies
      - ii. CONTRACTOR: One copy
      - iii. Manufacturer or supplier: One copy
      - iv. ENGINEER: One copy
- C. OWNER'S Review.
1. OWNER will review Miscellaneous Submittals for indications of WORK or material deficiencies.
  2. OWNER will respond to CONTRACTOR on those Miscellaneous Submittals which indicate WORK or material deficiency.

**PART 2 - PRODUCTS (Not applicable)**

**PART 3 - EXECUTION**

3.01 SUBMITTAL LOG:

- A. CONTRACTOR shall maintain an accurate Submittal Log and a Distribution List for the duration of the WORK, showing current status of all Submittals and Distributees at all times in a form acceptable to the OWNER. CONTRACTOR shall make the Submittal Log available to the

*Main Street Detention Pond Outflow Filter  
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*June 2021*

OWNER for its review on request, and shall bring a copy of the Submittal Log to all Progress Meetings.

END OF SECTION

## SECTION 1.5 TESTING AND QUALITY CONTROL

### PART 1 - GENERAL

1.01 **CONTRACTOR QUALITY CONTROL:** The CONTRACTOR shall provide and maintain an effective quality control program that fulfills the requirements of the Section 1 General Requirements.

- A. Establish a quality control system to perform sufficient inspection of all items of WORK, including that of subcontractors, to ensure conformance to the DRAWINGS and SPECIFICATIONS with respect to the materials, workmanship, construction, and identification.
- B. The CONTRACTOR's job supervisory staff may be used for quality control, supplemented as necessary by additional personnel for surveillance or special technicians to provide capability for the controls required by the SPECIFICATIONS. The CONTRACTOR's quality control plan must clearly identify the quality control leader and personnel organizational system. The leader must have the authority to direct the removal and replacement of WORK.
- C. After the Contract is awarded and before construction begins, the CONTRACTOR shall meet with the OWNER or its representative to discuss quality control requirements. The meeting shall develop mutual understanding relative to details of the system, including the CONTRACTOR's forms to be used for recording the quality control operations, inspections, administration of the system, and the interrelationship of CONTRACTOR and OWNER inspection.
- D. All compliance inspections shall be recorded on appropriate forms, including but not limited to the specific items required in each section of the SPECIFICATIONS. Those forms, including record of corrective actions taken, shall be furnished to the OWNER. The OWNER's quality control representative shall maintain a check off list of all deficiencies which are not corrected the same day as they are discovered.
- E. Should recurring deficiencies in an item or items indicate that the quality control system is not adequate; the CONTRACTOR shall take such corrective actions as may be directed by the OWNER.
- F. CONTRACTOR shall submit a written quality control plan for review, describing the activities and listing those inspections and testing activities that the CONTRACTOR will perform prior to beginning the WORK. The CONTRACTOR's Quality Control Plan shall describe how they will communicate timely notification to allow for test and inspection activities performed by the OWNER, or its representatives, for on and off-site construction activities.

1.02 **TESTING LABORATORY SERVICES:** All tests which require the services of a laboratory to determine compliance with the DRAWINGS and SPECIFICATIONS shall be performed by an independent commercial testing laboratory acceptable to the OWNER. The laboratory shall be staffed with experienced technicians, properly equipped, ACI certified, and fully qualified to perform the tests in accordance with the specified standards.

1.03 **TESTING LABORATORY SERVICES FURNISHED BY CONTRACTOR:** All testing laboratory services in connection with tests (which are identified in the DRAWINGS and SPECIFICATIONS) shall be performed and paid for by the CONTRACTOR, and a certified copy of the results will be furnished to the OWNER within 5 days of the test.

1.04 The CONTRACTOR is also responsible for testing and inspection services required to achieve an effective quality control program, to assure that the WORK strictly complies with the contract requirements. CONTRACTOR shall pay all costs for such services.

- A. The CONTRACTOR will secure the services of a material testing company, for field and laboratory tests, for certain items of WORK. The CONTRACTOR shall pay all charges for services on moisture and density tests (Modified Proctor) on backfill materials, concrete testing, and asphalt testing, as applicable. Field sampling and testing will be performed in the general manner indicated in the SPECIFICATIONS, with minimum interference with construction operations.



1. The CONTRACTOR will notify the OWNER of the exact time and location of field sampling and testing, a minimum of 48 hours in advance to allow the OWNER an opportunity to witness all testing. The OWNER may request additional sampling and/or testing as necessary to determine that materials and equipment conform with CONTRACTOR-submitted data and with the DRAWINGS and SPECIFICATIONS.
  2. The CONTRACTOR is responsible for the cost of any requested tests or inspections which fail to meet Specification requirements.
- B. Arrangements for delivery of samples and test specimens to the testing laboratory shall be made by the CONTRACTOR. The testing laboratory shall perform all laboratory tests within a reasonable time consistent with the specified standards and shall furnish a written report of each test.
- C. CONTRACTOR shall furnish all sample materials and cooperate in timing to allow the OWNER opportunity to witness testing.
- D. When sampling or testing activities are performed in the field by testing laboratory personnel, CONTRACTOR shall furnish personnel and facilities to assist in the activities.
- E. Testing Laboratory will not be authorized to:
1. Release, revoke, alter or enlarge on requirements of the DRAWINGS and SPECIFICATIONS.
  2. Approve or accept any portion of the WORK.
  3. The CONTRACTOR shall provide 48-hour notice of any WORK for which he calls for testing for compliance to the OWNER.
- 1.05 TRANSMITTAL OF TEST REPORTS:
- A. Written reports of test and engineering data furnished by CONTRACTOR shall be submitted as specified in SECTION 1.4 Submittals.

**PART 2 - PRODUCTS (Not applicable)**

**PART 3 - EXECUTION (Not applicable)**

END OF SECTION

## SECTION 1.6 TEMPORARY BARRIERS AND CONTROLS

### PART 1 - GENERAL

#### 1.01 SUMMARY:

- A. This Section includes General Requirements for:
  1. Protection of WORK and existing property
  2. Barriers
  3. Environmental controls
  4. Protection of natural resources
  5. Protection of existing facilities and utilities
  6. Traffic control and use of roadways
  7. Security
- B. Related Work Specified Elsewhere:
  1. SECTION 1.10 Contract Closeout
  2. SECTION 2.13 Turbidity Control and Monitoring

#### 1.02 REFERENCES:

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (FDOT), latest edition
- B. State of Florida water quality standards as prescribed in F.A.C. Chapter 62-302

### PART 2 - PRODUCTS (Not applicable)

### PART 3 - EXECUTION

#### 3.01 SAFETY AND PROTECTION OF WORK AND PROPERTY:

- A. The OWNER reserves the right to conduct periodic CONTRACTOR safety audits for all CONTRACTOR(s) personnel. The OWNER reserves the right to request removal of any employee of the CONTRACTOR who fails to meet the safety requirements. The CONTRACTOR shall provide monthly to the OWNER all records of safety meetings, medical aides, and incidents. In addition, monthly man-hour safety statistics shall be submitted by the CONTRACTOR.
- B. General
  1. Provide for the protection of the WORK as set forth in Section 1 General Requirements. Provide protection at all times against rain, wind, storms, frost, freezing, condensation, or heat so as to maintain all WORK and Equipment and Materials free from injury or damage. At the end of each day all new WORK likely to be damaged shall be appropriately protected.
  2. Notify OWNER immediately at any time operations are stopped due to conditions which make it impossible to continue operations or to obtain proper results.
  3. Construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations, pits, and trenches dewatered sufficiently, within any applicable permit requirements, to allow for continuous construction.
- C. Property Other than OWNER's:
  1. Provide for the protection of property as set forth in the Section 1 General Requirements. Report immediately to the owners thereof and promptly repair damage to existing facilities resulting from construction operations.
  2. The applicable requirements specified for protection of the WORK shall also apply to the protection of existing property of others.

3. Restore all property affected by CONTRACTOR's operations to the original or better condition.

### 3.02 BARRIERS:

#### A. General:

1. Furnish, install, and maintain suitable barriers as required to prevent public entry, protect the public, and to protect the WORK, existing facilities, trees, and plants from construction operations. Remove barriers when no longer needed, after area has been stabilized or at completion of WORK.
2. Materials for barriers may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards or regulatory agencies, and must be in compliance with notes and design details provided in the design plans.
3. Barriers shall be of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
4. Maintain barriers in good repair and clean condition for adequate visibility.
5. Relocate barriers as required by progress of WORK.
6. Repair damage caused by installation and restore area to original or better condition. Clean the area.

### 3.03 ENVIRONMENTAL CONTROLS:

#### A. Dust Control:

1. If appropriate to the site location, and at the discretion of the OWNER, provide positive methods and apply dust control materials to minimize raising dust from construction operations.
2. Cover materials transported to and from site as necessary to prevent depositing material on offsite roadways or creating dust.

#### B. Water and Erosion Control:

1. The CONTRACTOR shall prevent and control erosion and water pollution as per FDOT Specification Sections 104-1, 2, 3, 4, 6, and 7 and State of Florida water quality standards and permit conditions.
2. Provide methods to control surface water to prevent damage to the WORK, the site, or adjoining properties as specified in SECTION 2 13 Turbidity Control and Monitoring.
3. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow areas, to prevent erosion and sedimentation.
  - a. Hold the areas of bare soil exposed at one time to a minimum.
  - b. Provide temporary control measures such as berms, dikes, drains and grassing.
4. Control fill, grading, and ditching to direct surface drainage away from excavations and other construction areas, and to direct drainage to proper runoff areas.
5. Provide, operate, and maintain hydraulic equipment of adequate capacity to control surface and ground water, per applicable permit requirements.
6. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site, or to adjoining areas.

#### C. Debris Control and Clean-Up:

1. This project is located adjacent to a floodplain area, therefore extra care should be taken. Keep the premises free at all times from accumulations of debris, waste materials, and rubbish caused by construction operations and employees. Responsibilities shall include:
  - a. Adequate trash receptacles about the site, emptied daily with larger containers to be removed promptly when filled.

- b. Daily cleanup to avoid hazards or interference with operations at the site and to maintain the site in a reasonably neat condition.
  - c. The keeping of construction materials neatly stored.
  - d. Immediate cleanup to protect the WORK and environment by removing splattered concrete, oil, corrosive liquids, and cleaning solutions.
2. Prohibit overloading of trucks to prevent spillages on access and haul routes. Provide periodic inspection of traffic areas to enforce requirements.
  3. Final cleanup is specified in SECTION 1.10 Contract Closeout.
- D. Pollution Control:
1. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of hazardous or toxic substances from construction operations.
  2. Provide equipment and personnel and perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids immediately. Excavate and dispose of any contaminated earth off-site in approved locations and replace with suitable compacted fill and topsoil.
  3. Take special measures to prevent harmful substances from entering public waters, waters of the state, and sanitary or storm sewers.
  4. If hazardous materials are discharged, report to authorities as required by Law or Regulations and notify OWNER immediately.

#### 3.04 PROTECTION OF NATURAL RESOURCES:

- A. The natural resources outside the limits of permanent WORK performed under this CONTRACT shall be preserved in their existing condition or restored to an equivalent or improved condition upon completion of the WORK. The CONTRACTOR shall confine construction activities to areas defined by the DRAWINGS and SPECIFICATIONS.
- B. Land Resources: Except in areas indicated on the construction plans, the CONTRACTOR shall not remove, cut, deface, injure, or destroy trees or shrubs without permission from the OWNER.
- C. Upon the WORK completion, the CONTRACTOR shall eliminate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and all other vestiges of construction. All other areas are to be restored to their original condition.
- D. Water Resources: The CONTRACTOR shall perform all work in such a manner that any adverse environmental impact on water resources is reduced to a level acceptable to Alachua County, SJRWMD and FDEP. The WORK must be performed in accordance with the applicable permit requirements.
- E. Oily Substances: The CONTRACTOR shall take whatever measures to prevent oily or other potentially hazardous substances from entering the ground, drainage areas, or local bodies of water. All temporary fuel oil, petroleum, or liquid chemical storage tanks shall be protected with a temporary earth berm of sufficient size and strength to contain the contents of the tanks in the event of content leakage or spillage. If any spill occurs, the CONTRACTOR will immediately notify the OWNER and will be responsible for all cleanup expenses.
- F. Fish and Wildlife Resources: The CONTRACTOR shall take necessary steps as required to prevent the disturbance of fish and wildlife. The CONTRACTOR shall not alter water flows or otherwise significantly disturb a native habitat adjacent to the project area which are critical to fish and wildlife except as approved by the OWNER.
- G. Protection of Erodible Soils: All earthworks brought to a final grade shall be immediately finished as indicated or specified. The CONTRACTOR shall protect and stabilize slopes upon completion of grading.

3.05 PROTECTION AND/OR RELOCATION OF EXISTING FACILITIES:

- A. Existing facilities such as under drains, stormwater drainage structures, water lines, electrical lines, conduits, fences, utility and telephone lines, etc. are to be carefully protected from damage during all phases of the construction. The CONTRACTOR shall make all necessary arrangements with the owner of the facility and be responsible for all costs involved in the proper protection, relocation or other deemed necessary.

3.06 UNDERGROUND UTILITIES:

- A. The CONTRACTOR shall provide all necessary liaisons with other utilities (underground) by notification, 48 hours in advance, of any digging by telephoning the appropriate Utility Notification Center and local utilities by completing appropriate notification as required by Sunshine 811 of Florida.

3.07 TRAFFIC CONTROL AND USE OF ROADWAYS:

- A. Traffic Control: The CONTRACTOR shall provide proper warning devices and barriers for protection of the public and workers in accordance with FDOT Specification Section 102-3 Traffic Control and local regulations.
1. Provide, operate, and maintain equipment, services, and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on haul routes, at site entrances, access roads, along traffic lanes with work areas, and at parking areas. This can include barricades, lane closures, and other devices or personnel as necessary to adequately protect the public. Prepare and submit Traffic Control Plan to OWNER and FDOT, as applicable, for acceptance.
  2. Remove temporary equipment and facilities when no longer required. Restore grounds to original, better, or specified conditions.
  3. Provide and maintain suitable detours or other temporary Maintenance of Traffic (MOT) controls, such as lane closures, if necessary.
  4. Consult with governing authorities to establish public thoroughfares which will be used for site access. All operations shall meet the approval of OWNER or agencies having jurisdiction.
  5. Obtain proper Right-of-Way permits from the roadway owner prior to use.
- B. Maintenance of Roadways:
1. Repair off-site roads damaged by operations. Keep traffic areas as free as possible of excavated materials and maintain in a manner to eliminate dust, mud, and hazardous conditions.
  2. All operations and repairs shall meet the approval of owners or agencies having jurisdiction.

3.08 SECURITY:

- A. The CONTRACTOR is solely responsible for initiating and maintaining security at the construction site. CONTRACTOR shall take all necessary precautions for the security of, and shall provide the necessary protection to:
1. Materials and Equipment incorporated into the WORK or stored on-site prior to incorporation into the WORK.
- B. The CONTRACTOR shall replace, in kind, any Materials or Equipment lost, damaged or destroyed at its own expense.

END OF SECTION

## SECTION 1.7 EQUIPMENT AND MATERIALS

### PART 1 - GENERAL

1.01 SUMMARY: This section includes general requirements for Equipment and Material transportation and handling, delivery, storage, and protection of CONTRACTOR and OWNER - furnished Equipment and Materials.

1.02 DEFINITIONS: Definitions used in this paragraph are not intended to negate the meaning of other terms used in the DRAWINGS and SPECIFICATIONS, including such terms as "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.

- A. Products: Items purchased for incorporation in the WORK, regardless of whether they were specifically purchased for the Project or taken from the WORK purchased stock. The term "product" includes the terms "material," "equipment," "system," and other terms of similar intent.
- B. Equipment: A product with operational or non-operational parts, regardless of whether motorized, manually operated, or fixed. Equipment may require service connections such as wiring or piping.
- C. Materials: Products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form parts of WORK.

1.03 QUALITY ASSURANCE:

- A. Equipment and Material Incorporated into the WORK: Provide products that comply with the requirements of the DRAWINGS and SPECIFICATIONS, are undamaged, and unless otherwise indicated, are unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.
- B. Standard Products: Where they are available and comply with SPECIFICATIONS, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- C. Continued Availability: Where, because of the nature of its application, the OWNER may need replacement parts either for maintenance and repair or replacement, provide standard products for which the manufacturer has published assurances that the products and its parts are likely to be available to the OWNER at a later date.
  - 1. Conform to applicable SPECIFICATIONS, codes, standards, and regulatory agencies.
  - 2. Comply with size, make, type, and quality specified, or as specifically approved in writing by the OWNER.
  - 3. Manufactured and Fabricated Products:
    - a. Design, fabricate, and assemble in accordance with the best engineering and shop practices.
    - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
    - c. Equipment and Materials shall be suitable for conditions intended.
- D. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

1.04 TRANSPORTATION AND SHIPMENT:

- A. Shipment Preparation: CONTRACTOR shall require manufacturers and suppliers to prepare Materials for shipment in a manner to facilitate unloading and handling, and to protect against damage or unnecessary exposure in transit and storage.

- B. Marking: Complete packing lists and bills of material shall be included with each shipment. Each piece of every item need not be marked separately, provided that all pieces of each item are packed or bundled together and the packages or bundles are properly tagged or marked.

1.05 DELIVERY, STORAGE AND HANDLING:

A. Delivery:

1. Arrange deliveries of Materials in accordance with construction schedules, in ample time to facilitate inspection prior to installation, and to avoid delay of the Work.
2. Deliver, store and handle Materials in accordance with manufacturer's recommendations using means and methods that will prevent damage, deterioration, and loss, including theft.
3. Control delivery schedules to minimize long term storage at the site and to prevent overcrowding of construction spaces and theft.
4. Immediately on delivery, inspect shipment to assure:
  - a. Product complies with requirements of DRAWINGS and SPECIFICATIONS and reviewed Submittals.
  - b. Quantities are correct.
  - c. Materials are properly protected and undamaged.

B. Storage:

1. Store Materials immediately on delivery, and protect until completion of the WORK. Store in accordance with manufacturer's instructions with seals and labels intact and legible.
2. Protect exposed-machined surfaces and unpainted metal as necessary with suitable rust-preventive compounds.
3. Handle and store steel plate, sheet metal, and similar items in a manner to prevent deformation.
4. Exterior Storage:
  - a. Provide substantial platforms, blocking, or skids to support products aboveground.
  - b. Store loose granular materials on solid surface areas to prevent mixing with foreign matter. No granular material shall be stored on the construction pervious pavement.
  - c. Provide surface drainage to prevent flow or ponding of rainwater.
5. Equipment and Materials shall not show any pitting, rust, decay, or other deleterious effects of storage prior to final acceptance of WORK.
6. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

C. Handling:

1. Provide equipment and personnel necessary, to unload and handle Materials, by methods to prevent damage.
2. Handle by methods to prevent overstressing. Where lifting points are designated, lift components only at those points.

**PART 2 - PRODUCTS**

2.01 PRODUCTS AND MANUFACTURERS:

- A. Specified in each applicable Section of the SPECIFICATIONS.

**PART 3 - EXECUTION**

3.01 MANUFACTURER'S INSTRUCTIONS:

A. Installation:

1. When DRAWINGS and SPECIFICATIONS require that installation of WORK shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions if not a part of Submittals, containers, or packaging to parties involved in the installation, including a copy to the OWNER.
2. Maintain one complete set of instructions at the job site during installation and until completion.
3. Handle, install, connect, clean, condition, and adjust products in accordance with such instructions and in conformance with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with OWNER.
4. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by DRAWINGS and SPECIFICATIONS, or approved in writing by manufacturer and the OWNER.
5. Accurately locate and align with other work, and anchor materials securely in place except as required for proper movement and performance.
6. Protect exposed surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

END OF SECTION



## SECTION 1.8 MOBILIZATION AND DEMOBILIZATION

### PART 1 - GENERAL

#### 1.01 DESCRIPTION:

- A. Mobilization shall include general preparation work and operations for beginning of WORK, including, but not limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the SITE, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these specifications, the special provisions, and State and local laws and regulations.
- B. Demobilization shall include general preparation for transfer of all construction equipment to the home base, and cleanup of stockpile areas.
- C. The costs of bonds and any required insurance, and any other Preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this Section.

#### 1.02 EQUIPMENT TYPES AND NUMBERS:

- A. Unless restricted to a specific type by the plans, specifications, special provisions, or by the ENGINEER, the CONTRACTOR is permitted to perform the work using equipment, tools, machinery, etc., of their own choosing.
- B. Any construction equipment having contact with any hard surface road shall be equipped with rubber tires or treads.
- C. All site preparation and construction work shall be conducted by machinery, unless otherwise indicated on the DRAWINGS, specified herein, or directed in the field by the OWNER.

#### 1.03 EQUIPMENT CONDITION AND APPROVAL:

- A. All equipment to be used for the WORK shall be on the site in due time prior to its need, in working condition, and shall be subject to approval by the OWNER. Disapproved equipment shall be removed from the job, or altered or repaired, as required by the OWNER. The number of units, the sizes, etc., of the equipment on hand shall be adequate to ensure completion of the work within the contract time.
- B. Consistent with public interest, safety, and good practice, all equipment, tools, and machinery used shall be maintained in a satisfactory working condition throughout the period they are on the job site. This will include adequate equipment maintenance procedures to ensure the elimination of unnecessary noise, leakage, oil spills, or any other unwanted conditions caused by loose body parts or failure of all construction equipment.
- C. Excessive tailgate banging by haul trucks will be prohibited.
- D. All stationary equipment such as pumps, compressors, generators, etc., shall be screened from noise sensitive receivers if that equipment is to operate beyond normal working hours. If it is feasible, this equipment shall be screened during normal working hours to reduce noise impacts.
- E. No heavy equipment shall be brought to the SITE until it has been thoroughly cleansed as a precaution against invasion by exotic vegetation and environmental spills. All heavy equipment shall be subject to OWNER inspection prior to mobilization on SITE.
- F. CONTRACTOR shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present.
- G. All equipment shall be appropriately selected for current site conditions with the ability to safely traverse all terrain encountered.

- H. Caution should be used when driving heavy equipment at the site to avoid damage to any existing underground pipes.

**PART 2 - PRODUCTS (Not applicable)**

**PART 3 - EXECUTION (Not applicable)**

END OF SECTION

## SECTION 1.9 RECORD DRAWINGS

### PART 1 - GENERAL

#### 1.01 DESCRIPTION:

- A. When construction is complete, record drawings, indicating the locations and elevations of the improvements that have been built, shall be provided to the OWNER by the CONTRACTOR. The record drawings shall be a special revision of the approved construction drawings, and shall reflect all of the below requirements in content.

#### 1.02 REQUIREMENTS AS TO FORM:

- A. Every set of record drawings shall have a cover sheet with a vicinity map, which shows where the project is located.
- B. Each sheet of the record drawings shall have the title "RECORD DRAWING" printed on it in large, bold lettering, near the title block.
- C. Record drawing information submitted in tabular form shall not be accepted. Record information notes shall be positioned individually overlaid on the DRAWINGS near the depictions of the item to which each note corresponds.
- D. Record information notes shall be bold or italics to identify them as record information.
- E. Record drawings shall have a revision note such as "Record Drawing" in the revision block and a date corresponding to the date the record drawing was issued.
- F. Record information shall be presented in a clear and comprehensible form.
- G. The drawing scales used in the record drawings shall be the same as were used in the DRAWINGS, and the sheet number of each record drawing sheet shall be the same as the sheet numbers that were used on the DRAWINGS from which the record drawings originate. If additional sheets need to be added, they shall be numbered with a letter following the preceding sheet number: i.e. a sheet added between sheet 4 and 5 would be labeled 4a.
- H. All sheets that were used to depict locations and elevations of structures in the DRAWINGS shall be included in the record drawing set.
- I. Record drawings shall accurately depict all existing improvements lying within the immediate vicinity of the construction area. Existing improvements shall include, but not be limited to: sidewalks, fences, road surfaces, and other utilities. Immediate vicinity includes areas within utility easements and areas within rights of way, areas within 15 feet of the valley gutter and all onsite improvements, and grade elevations downstream of the outfall structure to the creek.
- J. Each roadway depicted on the DRAWINGS shall have the correct roadway name noted on it. Provisional roadway names, such as "Street A", shall not be allowed on the record drawings.
- K. Horizontal locations of all features shall be reported to the nearest 0.1 feet.
- L. Computer drawing files submitted shall be AutoCAD® 2018 or later release date versions. All reference files required to recreate the signed and sealed record drawings shall be included in the submitted digital files. Computer drawing files format shall be DWG only.

#### 1.03 CERTIFICATIONS:

- A. Record Drawings shall be certified by a Florida Licensed Surveyor and Mapper. The certification shall state that the Record Locations and Elevations depicted on the Record Drawing are true and correct and were collected in the field by the Surveyor and Mapper or by a representative under the direct supervision of the Surveyor and Mapper.
- B. Upon acceptance by the OWNER, Record Drawings shall be reviewed and certified by the ENGINEER for submittal to the state for permit closeout. The CONTRACTOR must identify any

substantial deviations from the design plans on the record drawings for the ENGINEER to review prior to notice of completion. The ENGINEER'S certification will identify any substantial deviations for the permitting agency to review, or will state that the construction was in substantial conformance with the approved plans.

- C. All visible record features, including water control structure inverts and pipe inverts, must be measured and located by the Surveyor or by personnel under his or her direct supervision. The certifying Surveyor shall be fully responsible for the accuracy of the record locations and elevations shown on the record drawings.

#### 1.04 SUBMITTALS:

- A. Record drawing submittal materials shall be attached to a transmittal letter, which shall list the following information:
  - 1. Submittal date.
  - 2. Project Title.
  - 3. Title and sheet number of each record drawing sheet submitted.
- B. The following materials shall be submitted for review and approval:
  - 1. Transmittal letter,
  - 2. Two signed, dated and sealed sets of the record drawings.
- C. Once the record drawings have been reviewed and all corrections have been made, notification will be given to the CONTRACTOR to make the final submittal, which shall consist of the following materials:
  - 1. Transmittal letter,
  - 2. One copy of the record drawings plan set, signed, dated and sealed by the CONTRACTOR or CONTRACTOR's representative.
  - 3. One copy of the record drawings plan set in CAD and PDF on a DVD or CD.

#### **PART 2 - PRODUCTS (Not Applicable)**

#### **PART 3 - EXECUTION (Not Applicable)**

END OF SECTION

## SECTION 1.10 CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.01 CLOSEOUT PROCEDURES:

- A. Submit written certification that DRAWINGS and SPECIFICATIONS have been reviewed, WORK has been inspected, and that WORK is complete in accordance with DRAWINGS and SPECIFICATIONS and ready for OWNER's review.
- B. Provide submittals to OWNER that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

#### 1.02 FINAL PAYMENT:

- A. Within thirty (30) calendar days from the date of Work Completion, the OWNER shall pay or cause to be paid to the CONTRACTOR, the entire unpaid balance of the then Contract Sum, less the amount of any sums which continue to be retained to satisfy the cost of performing any change in the Work which is the subject of any claim or dispute and which has not yet been satisfactorily performed by the CONTRACTOR, provided that the parties have not otherwise stipulated in the Certificate of Substantial Completion, and provided further that the Work has been satisfactorily completed, the CONTRACTOR's obligations under the Contract have been fully performed, and a final Certificate for Payment has been issued by the OWNER.

#### 1.03 FINAL CLEANING:

- A. Preliminary Procedures: Submit certification by CONTRACTOR that WORK has been completed in accordance with the DRAWINGS and SPECIFICATIONS to the knowledge of the CONTRACTOR. Before requesting final inspection, complete the following:
  1. Execute final cleaning prior to final project assessment.
  2. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances.
  3. Clean site; sweep paved areas, rake clean landscaped surfaces, remove silt fence and other sedimentation control features as approved by the OWNER.
  4. Remove waste and surplus materials, rubbish, and construction facilities from the site.

#### 1.04 PROJECT RECORD DOCUMENTS:

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  1. Drawings.
  2. Specifications.
  3. Addenda.
  4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by OWNER.
- C. Store record documents separate from documents used for construction.
- D. Record construction record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
  1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates utilized.
  3. Modifications made by Change Order.
  4. Receipt of delivery tickets for confirmation of materials delivered.

F. Submit documents to the OWNER with claim for final Application for Payment.

1.05 WARRANTIES AND BONDS:

- A. Provide notarized copies.
- B. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten 10 days after acceptance, listing date of acceptance as start of warranty period.

1.06 GUARANTEES:

- A. The CONTRACTOR warrants and guarantees to the OWNER that all materials and equipment will be new unless otherwise specified; that all WORK will be of good quality and free from faults or defects and in accordance with the requirements of the CONTRACT. All unsatisfactory WORK, all faulty or defective WORK and all WORK not conforming to the requirements of the DRAWINGS and SPECIFICATIONS or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective WORK, whether or not in place, may be rejected.
- B. If required by the OWNER prior to approval of final payment, the CONTRACTOR will promptly, without cost to the OWNER and as required by the OWNER, either correct any defective WORK, whether or not fabricated, installed or completed, or, if the WORK has been rejected by the OWNER, remove it from the SITE and replace it with non-defective WORK. If the CONTRACTOR does not correct such defective WORK or remove and replace such rejected WORK within a reasonable time, all as required by written notice from the OWNER, the OWNER may have the deficiency corrected or the rejected WORK removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the CONTRACTOR, and an appropriate Change Order shall be issued deducting all such costs from the Contract Amount. The CONTRACTOR will also bear the expenses of making good all WORK of others destroyed or damaged by his correction, removal or replacement of his defective WORK.
- C. If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the CONTRACT or SPECIFICATIONS, any WORK is found to be defective, the CONTRACTOR will promptly without cost to the OWNER and in accordance with the OWNER's written instructions either correct such defective WORK, or, if it has been rejected by the OWNER, remove it from the SITE and replace it with non-defective WORK. If the CONTRACTOR does not promptly comply with the terms of such instructions, the OWNER may have the defective WORK corrected or the rejected WORK removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the CONTRACTOR.
- D. If, instead of requiring correction or removal and replacement of defective WORK, the OWNER prefers to accept it, the OWNER may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the CONTRACTOR by the OWNER with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of Exhibit 1, Non-Technical Specifications, Paragraph 16.3.4 shall prevail.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

END OF SECTION

## SECTION 2: SITEWORK

### SECTION 2.1 CLEARING AND SITE PREPARATION

#### PART 1 - GENERAL

##### 1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall include the removal of trees and other vegetation and demolition of existing site improvements from areas where earthwork or other construction operations specified herein are to be performed. This Section also includes land preparation activities for excavation and fill areas.
- B. This Section includes the following:
  - 1. Protecting existing trees, shrubs, groundcovers, plants, and grass to remain.
  - 2. Removing existing trees, shrubs, groundcovers, plants, and grass.
  - 3. Clearing and grubbing.
  - 4. Stripping and stockpiling topsoil.
  - 5. Removing existing above- and below-grade site improvements.
- C. Related Work Specified Elsewhere:
  - 1. SECTION 1.3 Permits and Fees
  - 2. SECTION 1.4 Submittals
  - 3. SECTION 1.9 Record Drawings
  - 4. SECTION 2.3 Earthwork
  - 5. SECTION 2.4 Excavation and Backfilling

##### 1.02 REFERENCES:

- A. American Society of Testing Materials (ASTM)
- B. Federal Highway Administration - Manual on Uniform Traffic Control Devices (MUTCD)
- C. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, latest edition, (FDOT)
- D. State of Florida water quality standards as prescribed in F.A.C. Chapter 62-302

##### 1.03 DEFINITIONS:

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter, and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.
- C. Grubbing: Removal of vegetation and other organic matter including stumps, buried logs, and roots.

##### 1.04 SUBMITTALS:

- A. Prior to beginning the WORK, CONTRACTOR shall submit a detailed plan for clearing and site preparation in conformance with SECTION 1.4 Submittals. The plan shall detail the sequence of WORK and describe the CONTRACTOR'S planned method of clearing and site preparation activities.

- B. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining property, roads and structures, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- C. Record drawings, according to SECTION 1.9 Record Drawings, identifying and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.
- D. Certification: Submit written certification by qualified arborist that trees indicated to remain have been protected during the course of construction in accordance with recognized standards and that where damage did occur, trees were promptly and properly treated. Indicate which damaged trees (if any) are incapable of retaining full growth potential and are recommended to be replaced.

1.05 RESPONSIBILITIES:

- A. The CONTRACTOR shall ensure the safe passage of persons around areas of clearing and site preparation. The CONTRACTOR shall conduct its operations to prevent injury to adjacent structures, vegetation designated to remain, and persons.
- B. Traffic:
  - 1. The CONTRACTOR shall conduct its operations and the removal of grubbed materials to ensure minimum interference with existing access roads and other adjacent occupied or used facilities.
  - 2. The CONTRACTOR shall not block or otherwise obstruct access roads.
- C. The CONTRACTOR may commence clearing or site preparation within portions of the project falling within the limits of temporary construction easements only with specific permission from the OWNER for each activity and location. All requirements under A and B above apply within these limits.
- D. The CONTRACTOR shall make all excavations for piping and appurtenant structures in any material encountered to the depth and grades required, shall backfill such excavations and dispose of excess or unsuitable materials from excavation, and shall provide and place necessary borrow material to properly backfill excavations, all as indicated on the drawings, specified herein, or as directed by the OWNER.
- E. The CONTRACTOR shall ensure the following:
  - 1. The subgrade/surface within the limits of the embankment and its appurtenances shall be grubbed, and stripped in accordance with these specifications and the DRAWINGS.
  - 2. The subgrade/surface within the limits of the embankment and its appurtenances shall be graded to the neat lines and grades as shown on the DRAWINGS. The subgrade/surface shall be smooth and free of vegetation, garbage or other waste debris, loose rocks, clods, holes, depressions, and projections. Any irregularities will be removed so as to insure continuous, intimate contact of the ground and related geotextile and/or geomembrane with all portions of the subgrade/surface. No twigs or sharp objects shall project out of the subgrade.
- F. Embankment Subgrade Compaction Requirements:
  - 1. All surface depressions in the subgrade/surface on which compacted fill are to be placed shall be completely filled with Select Fill and compacted to at least 95 percent of its maximum dry density in accordance with ASTM 698 in 12-inch maximum lifts.
  - 2. The subgrade/surface on which the compacted fill are to be placed shall be compacted to at least 95 percent of its maximum dry density in accordance with ASTM 698 to a depth of 12 inches.
  - 3. All compacted fill shall be completed and tested in accordance with the requirements of SECTION 2.3 Earthwork.



1.06 INSPECTION COORDINATION:

- A. The CONTRACTOR shall provide access to the WORK for the OWNER as requested for inspection. The CONTRACTOR shall provide the OWNER 48-hour notice of its intention to begin new WORK activities.

1.07 MATERIAL OWNERSHIP:

- A. Except for materials indicated to remain OWNER'S property, cleared and grubbed materials shall become CONTRACTOR'S property and shall be removed from SITE.

1.08 PROJECT CONDITIONS:

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site clearing operations.
- B. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from OWNER and authorities having jurisdiction.
- C. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction. Detour routes shall be identified by adequate signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- D. Protect areas outside limits of disturbance from encroachment by construction personnel or equipment, regardless of property Ownership. Access shall be by specific, written permission or easement only.
- E. Utility Locator Service: Properly notify utility locator service for area where WORK is located before site clearing in accordance with local protocol.
- F. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.
- G. CONTRACTOR shall verify existing grades prior to performing work under this section. If existing grades are at variance with the DRAWINGS, notify the OWNER and receive instructions prior to proceeding. No additional compensation will be considered resulting from grade variances once site clearing has commenced.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

3.01 PREPARATION:

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag, fence and protect trees and vegetation to remain or to be relocated.
- C. Remove branches from trees that are to remain, if required to clear new construction and only if specifically approved by ENGINEER.
- D. Where directed by ENGINEER, extend pruning operation to restore natural shape of entire tree.
- E. Cut branches and roots, if required, with sharp pruning instruments; do not break or chop.
- F. Protect existing site improvements to remain from damage during construction.
- G. Restore damaged improvements to their original condition, as acceptable to OWNER.

3.02 TREE PROTECTION:

- A. Erect and maintain temporary fencing around tree drip line before starting site clearing. Remove fence when construction is complete.

- B. Do not store construction materials, debris, or excavated material within fenced area.
- C. Do not permit vehicles, equipment, or foot traffic within fenced area.
- D. Maintain fenced area free of weeds and trash.
- E. Do not machine excavate within tree drip line.
- F. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by ENGINEER and acceptable to the OWNER.

### 3.03 CLEARING AND GRUBBING:

- A. Standard site clearing, in accordance with FDOT Specification Section 110.2, shall be performed within the areas shown on the DRAWINGS where earthwork or other construction operations are to be performed or in areas otherwise noted in the above referenced specification.
- B. Completely remove obstructions, trees, shrubs, stumps, roots, grass, and other vegetation to permit installation of new construction.
- C. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
- D. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
- E. All stumps shall be completely removed or ground level to twelve inches below the surrounding ground level in areas to be grubbed. Stumps on the slopes shall be cut flush with the natural angle of the existing grade and treated immediately with an herbicide approved by the OWNER. All seedlings within the project site shall be treated with the herbicide.
- F. Remove any garbage or other waste debris recovered during clearing.
- G. On completion of the clearing, remove all sticks, rubbish, and other extraneous material and rake the ground surface in order to leave a smooth and clean appearance.
- H. All plant material (whole or chipped) will be removed from the project area and disposed of as directed by the OWNER.
- I. Clearing and land preparation shall proceed sufficiently ahead of earthwork activities to minimize disruption and allow time for determination of the adequacy of the clearing procedure.
- J. All WORK shall be performed in accordance with approved principles of modern arboricultural methods.
- K. All WORK shall be performed without damage to existing amenities, including trees and shrubs. The CONTRACTOR shall be responsible for repair and replacement of existing amenities to the satisfaction of the OWNER. The CONTRACTOR shall protect all vegetation, habitats, or amenities on the project location as indicated on the plans. Areas disturbed by work operations, such as, but not limited to, access points beyond the limits of the right-of-way, shall be restored to original or better conditions, including but not limited to, fending, grading, sodding, and seeding/mulching as directed by the OWNER.

### 3.04 TOPSOIL STRIPPING:

- A. Stripping: The CONTRACTOR shall remove topsoil, vegetation and any other unsuitable soils not meeting the requirements of Select Fill from areas within limits of excavations; within the limits of the embankment and its appurtenances; and areas designated to receive compaction as shown on the DRAWINGS.
- B. Remove sod and grass before stripping topsoil.
- C. Where trees are designated to remain, stop topsoil stripping an adequate distance from the trees to prevent damage to the main root system.

- D. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
  - E. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
  - F. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Stockpiled topsoil shall be reasonably free of mineral subsoil, debris, and stones larger than two inches in diameter. Cover to prevent windblown dust.
  - G. Limit height of topsoil stockpiles to 72 inches.
  - H. Do not stockpile topsoil within tree protection zones.
  - I. Properly dispose of excess topsoil off site, if necessary.
- 3.05 SITE IMPROVEMENTS:
- A. Remove existing above- and below-grade improvements as indicated on the DRAWINGS and as necessary to facilitate new construction.
  - B. Modify the existing Water Control Structure as indicated on the DRAWINGS.
- 3.06 DISPOSAL:
- A. Burning of debris onsite is permitted provided the CONTRACTOR obtains the appropriate permits and the OWNER approves.
  - B. The CONTRACTOR shall comply with all local ordinances or regulations for burn locations and methods, including methods for preventing uncontrolled spread of the burn. The CONTRACTOR shall provide the OWNER with copies of permits prior to burning.
  - C. The CONTRACTOR may not burn cleared materials within the limits of any utility Right-of-Way without written permission of the controlling agency. The CONTRACTOR will be required to collect and haul all cleared materials to an approved site for burning and disposal.
  - D. The CONTRACTOR shall limit burning to days when groundwater levels are adequate to prevent ignition of peat soils located throughout the project areas.
  - E. The CONTRACTOR shall haul all organic materials and residues left from burning operations to an approved landfill or disposal site.
  - F. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off OWNER's property.
  - G. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.
- 3.07 EROSION CONTROL:
- A. The CONTRACTOR shall prevent and control erosion and water pollution as per FDOT Specification Sections 104-1, 2, 3, 4, 6, and 7 and State of Florida water quality standards and permit conditions.
- 3.08 PROTECTION AND/OR RELOCATION OF EXISTING FACILITIES:
- A. Existing facilities such as storm drains, roadways, water lines, light poles, conduits, fences, underground piping, utility and telephone lines, etc. are to be carefully protected from damage during all phases of the construction. The CONTRACTOR shall make all necessary arrangements with the owner of the facility and be responsible for all costs involved in the proper protection, relocation or other such work that OWNER deems necessary.
- 3.09 UNDERGROUND UTILITIES:

- A. The CONTRACTOR shall provide all necessary liaisons with other utilities (underground) by notification, 48 hours in advance, of any digging by telephoning the appropriate Utility Notification Center and local utilities.
- B. The CONTRACTOR is responsible for locating and protecting all underground utilities within the work area.

END OF SECTION

## SECTION 2.2 DEWATERING

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. Summary of Work: This section includes furnishing, installing, and maintaining a dewatering system to continuously lower and control groundwater levels and hydrostatic pressures in order to maintain near-dry conditions for construction of the work as specified herein.
- B. Related Work Specified Elsewhere:
  - 1. SECTION 1.3 Permits and Fees

#### 1.02 SUBMITTALS:

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
  - 1. Description: of proposed dewatering system
  - 2. Layout: of dewatering system, including location of sumps, deep wells, well points, header pipes, pumps, discharge lines, cofferdams and observation wells, as needed
  - 3. Details: of dewatering system, including installation methods for deep wells, cofferdams, well points and observation wells, depths of wells, material descriptions, pipe sizes, intake screen sizes, and pump capacities, as needed
  - 4. Estimate: of time required to lower water levels after start of pumping
- B. The dewatering plans shall be in sufficient detail to indicate sizes of pumps, piping, appurtenances, locations of cofferdams, the ultimate disposal point for water and to permit the OWNER and ENGINEER to judge the overall completeness and effectiveness of the proposed system.
- C. The CONTRACTOR shall identify the proposed locations and discharge quantities of discharge points to the OWNER.
- D. The CONTRACTOR shall obtain any dewatering permits necessary based on the dewatering plan submitted to the ENGINEER and OWNER.

#### 1.03 JOB CONDITIONS:

- A. Site soil boring data and samples, soil laboratory testing, and any soil reports shall be made available to prospective bidders for study and review. Bidders must make their own interpretation of subsurface conditions that may affect methods or the cost of construction of the WORK.

### PART 2 - PRODUCTS

#### 2.01 DEWATERING SYSTEM:

- A. Provide a dewatering system of adequate size and capacity to lower and maintain the groundwater and surface water levels at the required level in order to install all proposed WORK in the dry. The system shall include standby pumps and power source for continuous operation.
- B. Dewatering system may consist of wellpoints, deep wells, cut-off walls, riser pipes, swing joints, header lines, valves, pumps, discharge lines, cofferdams, and all other necessary fittings, accessories and equipment for a complete operating system. Provide hole punches, sand backfill and clay plugs as required by soil conditions.
- C. Observation Wellpoints: If used, provide groundwater reading wells or piezometers to monitor the groundwater level, as indicated on the approved Shop Drawings or as directed by the ENGINEER.
- D. Sand: Clean concrete sand conforming to ASTM C 33.

- E. Cofferdam installation shall be approved by the OWNER and ENGINEER and shall only occur after all utilities have been located.

### PART 3 - EXECUTION

#### 3.01 PREPARATION:

- A. Dewatering plans shall be submitted to the OWNER and ENGINEER. After approval, the permit shall be obtained by the CONTRACTOR.
- B. Dewatering shall be in compliance with the plans and approved permit. Install the observation well points at locations indicated on approved Shop Drawings or where directed by the ENGINEER. Install observation wellpoints in accordance with manufacturer's printed instructions and in accordance with approved Shop Drawings. Provide sand backfill around wellpoint. Test each observation wellpoint to verify that the installation is performing properly.
- C. Protect observation well standpipes from damage by construction operations and maintain accessibility to them. Maintain reading wells until groundwater is allowed to return to its normal level.

#### 3.02 INSTALLATION:

- A. Install the dewatering system in accordance with approved Shop Drawings and as required by site conditions. Locate elements of the system to allow a continuous dewatering operation without interfering with the installation of any permanent project WORK. The dewatering system shall be installed after the site preload is in place.
- B. Install a dewatering system to lower and control surface water, pit water and groundwater in order to permit excavation, foundation compaction, construction of structure, and placement of backfill materials to be performed under dry conditions.
- C. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of structure foundations, utilities, and excavations.

#### 3.03 OPERATION:

- A. Keep the system in continuous operation from the time excavation is started in the dewatering area (or before if required by site conditions to lower the groundwater to the elevations specified) until the time backfilling is completed at least 2 feet above the normal groundwater and surface water levels.
- B. Do not discontinue dewatering operations without specific approval from the ENGINEER.
- C. Rates of groundwater withdrawal during dewatering operations, shall at all times be below the rate at which soil particles are removed from the existing soils.
- D. In the event excavation proceeds subsequent to dewatering as specified above, and the groundwater level or surface water level is found to be within two feet of the excavation, the dewatering CONTRACTOR shall immediately continue to dewater as specified herein, including, but not limited to, additional dewatering and monitoring facilities, at no additional cost to the OWNER. The excavation shall not be allowed to proceed below groundwater or surface water levels.

#### 3.04 FIELD CONTROL:

- A. Maintain a careful check to detect any settlement in existing adjacent WORK or in adjacent existing water control structures/piping. Notify the ENGINEER of any signs of settlement. Establish settlement point bench marks and take periodic readings as directed. The CONTRACTOR shall take all such precautions and do any and all WORK necessary to protect the stability and integrity of adjacent lands, pavements, buildings, water control structures, piping and appurtenance, and existing utilities from settlement or other movement that may be caused

by the dewatering operations. The CONTRACTOR shall be solely responsible for any damage or injury to adjacent lands, pavements, buildings, structures, or utilities caused by CONTRACTOR's dewatering or other operations or CONTRACTOR's failure to use corrective or preventive procedures or methods.

- B. Take and record measurements of the groundwater and surface water levels in each reading and pumping well periodically and when directed by the ENGINEER.
- C. The CONTRACTOR shall be responsible for providing all facilities required to divert, collect, control, and remove water from construction areas and excavations.
- D. The OWNER will designate approved storage areas to receive the dewatering water removed from the work area.
- E. Drainage features shall have sufficient capacity to avoid flooding of work areas.
- F. Drainage features shall be so arranged and altered as required to avoid degradation of the final excavated surface(s).
- G. The CONTRACTOR shall utilize all necessary erosion and sediment control measures as described herein to avoid construction related degradation of the natural water quality.
- H. Dewatering equipment shall be provided to remove and dispose of all surface and ground water entering excavations, trenches, or other parts of the WORK during construction. Each excavation shall be kept dry during subgrade preparation and continually thereafter until the structure to be built, or the pipe to be installed therein, is completed to the extent that no damage from hydrostatic pressure, flotation, or other cause will result.
- I. Provide complete standby equipment, installed and available for immediate operation, as may be required to adequately maintain de-watering on a continuous basis and in the event that all or any part of the system may become inadequate or fail.

### 3.05 DISCHARGE:

- A. Dispose of all water removed from the excavation in such a manner as not to endanger public health, property, or any portion of the WORK under construction or completed.
- B. Dispose of water in such a manner as to cause no inconvenience to others on or adjacent to the site.
- C. Convey water from the excavation in a closed conduit. Do not use trench excavations as temporary drainage ditches.
- D. Disposal of water shall be approved by the ENGINEER and shall not cause erosion or sedimentation to occur in existing drainage systems. All sedimentation or blocking of existing systems shall be thoroughly cleaned and returned to original condition by the CONTRACTOR, at CONTRACTOR's expense.
- E. Provide approved sediment traps when water is conveyed into water courses.

### 3.06 REMOVAL:

- A. When system is no longer required, gradually decrease the pumping rate until the water table resumes its natural position so that the velocity of the returning groundwater and surface water will be low enough as not to carry fines with it.
- B. When the dewatering system is no longer required and when directed by the ENGINEER, dismantle and remove the system and all appurtenances from the site.

### 3.07 CORRECTIVE ACTION:

- A. If dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system (loosening of the foundation strata, or instability of slopes, or damage to foundations or adjacent /

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proposed structures), perform work necessary for reinstatement of foundation soil, and damaged structure resulting from such inadequacy or failure by CONTRACTOR, at no additional cost to the OWNER.

END OF SECTION



## SECTION 2.3 EARTHWORK

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall furnish all labor, equipment, and materials for all excavating, trenching, filling, construction of embankment, backfilling, compacting, grading and all related items of earthwork necessary to complete the work indicated or specified.
- B. Related Work Specified Elsewhere:
  1. SECTION 1.4 Submittals
  2. SECTION 1.10 Contract Closeout
  3. SECTION 2.1 Clearing and Site Preparation
  4. SECTION 2.2 Dewatering
  5. SECTION 2.4 Excavation and Backfilling

#### 1.02 REFERENCES:

- A. American Society of Testing Materials (ASTM):
  1. D422 – Standard Test Method for Particle-Size Analysis of Soils.
  2. D698 – Standard Test Methods for Laboratory compaction Characteristics of Soil Using the Standard Effort (12,400 ft-lbf/ ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  3. D1140 – Standard Test Methods for Amount of Material in Soils Finer Than the No. 200 (75-Micrometer) Sieve.
  4. D1556 – Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
  5. D1557 - Standard Test Methods for Laboratory compaction Characteristics of Soil Using the Modified Effort (56,000 ft-lbf/ ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
  6. D2216 – Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
  7. D2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
  8. D2974 – Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils.
  9. D4253 – Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
  10. D4254 – Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
  11. D4318 – Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
  12. D4959 – Standard Test Method for Determination of Water (Moisture) Content of Soil by Direct Heating.
  13. D6938 – Standard Test Method for In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Method Shallow Depth.
- B. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, latest edition, (FDOT)
- C. Subsurface soil data logs are provided for the CONTRACTOR'S reference: Geotechnical Report, Prepared by Wood on June 15, 2020.

## 1.03 DEFINITIONS:

- A. **Select Fill:** Select Fill shall be clean, well-graded material free from debris, peat, roots, seeds of nuisance or exotic species, organic material, clods, and stones with a diameter greater than 3 inches (76 mm) in any direction. Select Fill shall have an average organic content of not more than 5%. Select Fill shall be considered all areas in the DRAWINGS where fill is required for construction. Select Fill shall be placed where indicated on the DRAWINGS.
- B. Select Fill may be material excavated for the WORK (native) or may be imported. The CONTRACTOR may blend native materials to achieve a material that meets the requirements for Select Fill. Select Fill shall meet the following Unified Soil Classification System (ASTM D2487) designations: SW, SP, SP-SM, SP-SC, SM or SC (These are coarse-grained soils with greater than 50% by dry weight retained on a No. 200 sieve; SP and SW have less than 5% finer than a No. 200 sieve; SP-SM and SP-SC have 5-12% finer than a No. 200 sieve, SM and SC have 12-50% finer than a No. 200 sieve.)
- C. The CONTRACTOR shall assure that compaction densities and moisture contents comply with the following requirements:

Location	Minimum Compaction Requirement	Moisture Content
Compacted Select Fill – Earthen Embankment and Structure Foundation	95 Percent (ASTM D 698)	-2 to +2 percent of Optimum (ASTM D 698)

- D. The CONTRACTOR shall place the Select Fill in maximum 12-inch thick (loose) lifts for machine-placed fill and maximum 6-inch thick (loose) lifts for hand-placed fill. The fill lift thickness shall not be greater than the vertical reach of the soil mixing equipment.
- E. **Demucking:** The CONTRACTOR shall remove all organic soils having an organic content greater than 5% from subgrades within the limits of the embankment and its appurtenances as shown on the DRAWINGS. Organic soils should also be removed from subgrades where pipes and water control structures will be placed and for areas that will be paved.
- F. **Earthen Embankment:** The CONTRACTOR shall test the Compacted Select Fill within the embankment for in-place density and moisture content at the rate of at least one test for every 2,000 cubic yards or once per lift, whichever is the highest test frequency for the earthen embankment.
- G. **Random Fill:** Random Fill shall be clean material, thoroughly mixed and free from clods, stones, and organic material greater than 6 inches in size. Random Fill can be used instead of Select Fill where stable backfill is needed to maintain slopes and grades, but will not retain water or be adjacent to structures.
- H. **Unified Soil Classification System (USCS):** USCS is a two-letter classification system used to describe the texture and grain size of a soil. In the USCS system, letters are representative as follows: G stands for gravel, S stands for sand, M stands for silt, C stands for clay, O stands for organic, P stands for poorly graded, W stands for well graded, H stands for high plasticity, and L stands for low plasticity.
- I. **Excavation:** Excavation shall be the removal of all materials within the defined configuration to the limits of excavation shown on the DRAWINGS, excluding stripping material.
- J. **Unsuitable Fill:** Soil that does not meet the requirements for fill (or backfill) addressed thus far in this Section shall be considered unsuitable fill soil.
- K. **Cohesionless materials:** These materials include gravels, gravel-sand mixtures, sands, and gravelly sands and are generally exclusive of clayey and silty materials.
- L. **Cohesive materials:** These materials include silts and clays and are generally exclusive of sands and gravel.

1.04 SUBMITTALS:

- A. The CONTRACTOR shall submit field measured cross-sections at each design cross-section for record purposes for earthen embankments as described in this Section. The submittal of the field measured cross-sections shall be signed and sealed by a State of Florida licensed land surveyor. The CONTRACTOR shall submit to the OWNER detailed Work Plans for all work indicated or specified in this Section at least 14 days before the work is scheduled to begin.
- B. For offsite fill, if necessary, material testing certifications shall be submitted per SECTION 1.4 Submittals.

1.05 QUALIFICATIONS:

- A. **Earthwork Qualifications:** The CONTRACTOR shall use an adequate number of skilled laborers and installers who are thoroughly trained and have a minimum of 5 years of successful experience in the necessary crafts and are completely familiar with the code requirements, the contract provisions, and the methods needed for the proper performance of the WORK of this Section. The CONTRACTOR shall employ the adequate resources and equipment necessary to successfully perform the WORK of this Section on schedule.

1.06 RESPONSIBILITIES:

- A. The CONTRACTOR shall excavate any material encountered to the depth and grades required, shall backfill such excavations as required, and shall dispose of excess or unsuitable materials from excavation as approved by the OWNER. The CONTRACTOR shall provide and place necessary borrow material to properly backfill excavations as indicated on the DRAWINGS, specified herein, or as directed by the OWNER.
- B. Excavation, dewatering, sheeting, and bracing required shall be carried out so as to prevent any possibility of undermining or disturbing the foundations of any existing structure or WORK, and so that all WORK may be accomplished and inspected in the dry, except as directed by the OWNER. Aqueous construction may be performed only with prior written approval of the OWNER. Excavation and backfilling shall be in accordance with SECTION 2.4 Excavation and Backfilling.
- C. The CONTRACTOR shall furnish the services of a State of Florida licensed land surveyor for the field layout of all work indicated or specified in this section. The CONTRACTOR's licensed land surveyor shall perform all initial site layout and shall provide follow-up verification of all work underway at a frequency of no less than once a week.

1.07 CERTIFICATIONS AND TESTING:

- A. Field density tests in accordance with ASTM Standards, for each type of material used in backfilling may be required. Failure to meet the specified density will require the CONTRACTOR to recompact and retest, at his own expense, those areas directed by the OWNER.

1.08 INSPECTION COORDINATION:

- A. The CONTRACTOR shall provide access to the WORK for the OWNER as requested for inspection. The CONTRACTOR shall provide 48 hours notice of its intention to begin new WORK activities.

1.09 WARRANTY:

- A. The Manufacturer shall warrant the Equipment, Materials and Products specified in this section against defective materials and workmanship with the Manufacturer's standard warranty, but for no less than one year from the date of Substantial Completion, and as described in SECTION 1.10 Contract Closeout.
- B. The CONTRACTOR shall warrant the WORK against defects for one year from the date of Substantial Completion and as described in SECTION 1.10 Contract Closeout.

1.10 MATERIALS ENCOUNTERED:

- A. The CONTRACTOR shall excavate materials to include those found in the June 15, 2020 Geotechnical Report.
- B. The CONTRACTOR shall consider all materials encountered in excavations, excluding peat unless the quantities are less than 25 percent of the total volume, as suitable for use in Random Fill, providing that they consist of two or more well graded soils to achieve the required compaction as specified in this Section.
- C. The CONTRACTOR shall use only material that is free of debris, roots, and organic matter in Select Fill areas. Peat materials are not suitable for use in Select Fill.
  - 1. Cohesionless materials include gravels, gravel-sand mixtures, sands, and gravelly sands generally exclusive of clayey and silty material - materials which are free-draining and for which impact compaction will not produce a well-defined moisture-density relationship curve and for which the maximum density by impact methods will generally be less than by vibratory methods.
  - 2. Cohesive materials include silts and clays generally exclusive of sands and gravel - materials for which impact compaction will produce a well-defined moisture-density relationship curve.
- D. The CONTRACTOR shall furnish materials for each type of fill indicated.
  - 1. Select Fill: Select Fill shall be material that is well graded, free of debris, roots, organic matter and peat. Select Fill shall be material excavated for the WORK (native) or may be imported. The CONTRACTOR may blend native materials to achieve a material that meets the requirements for Select Fill. Select Fill shall be free from seeds of nuisance or exotic species. Select Fill shall meet the following Unified Soil Classification System (ASTM D2487) designations:
    - a. Water Retaining Embankments: CL, ML, SC
    - b. Structure Backfill: SW, SP, SM
  - 2. Random Fill: Random Fill shall be material that is well graded and free of debris. Random Fill shall be material excavated for the WORK (native) or may be imported. The CONTRACTOR may blend native materials to achieve a material that meets the requirements for Random Fill. Random Fill shall be free from seeds of nuisance or exotic species. Random Fill shall meet the following Unified Soil Classification System (ASTM D2487) designations in addition to the classifications identified for Select Fill: CH.
- E. The CONTRACTOR shall consider all materials encountered, regardless of type, character, composition and condition thereof unclassified other than as indicated above. The CONTRACTOR shall estimate the quantity of various materials included prior to submitting Bid Form. Rock encountered shall be handled at no additional cost to OWNER.

1.11 SITE PREPARATION:

- A. Clearing and Demolition: The CONTRACTOR shall perform clearing and demolition as specified in SECTION 2.1 Clearing and Site Preparation.

1.12 EXCAVATION AND TRENCHING:

- A. Sheeting and Bracing: The CONTRACTOR shall provide sheeting and bracing as required or shown in accordance with the following provisions.
  - 1. Use when required by the specifications or drawings and where resulting slopes from excavation or trenching might endanger in-place or proposed structures.
  - 2. Provide materials on site prior to start of excavation. Adjust spacing and arrangement as required by conditions encountered.
  - 3. Remove sheeting and bracing as backfill progresses. Fill voids left after withdrawal with sand or other approved material.

4. Comply with all applicable sections of OSHA.
  5. Comply with all requirements of the Florida Trench Safety Law
- B. Excavation for Structures: The CONTRACTOR shall perform excavation for structures as shown, required and specified below:
1. Excavate area adequate to permit efficient erection and removal of forms.
  2. Trim to neat lines where details call for concrete to be deposited against earth.
  3. Excavate by hand in areas where space and access will not permit use of machines.
  4. Notify the OWNER immediately when excavation has reached the depth indicated.
  5. Restore bottom of excavation to proper elevation with concrete in areas over excavated.
  6. Comply with all applicable sections of OSHA.
  7. Comply with all requirements of the Florida Trench Safety Law.
- C. Demucking: The CONTRACTOR shall remove all organic soils from areas below structures, piping, and road sub grades to the lines and grades indicated. Materials excavated shall not be used for backfill of structures or pipes and shall be placed in Random Fill zones only. Organic soils may be used for road construction provided such use meets the requirements of Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- D. Excavation of Existing Levees and Embankments: The CONTRACTOR shall perform excavation by any method acceptable to the OWNER and meeting the requirements of these specifications and the drawings. All materials removed from levees and embankments shall be suitable for reuse as Random Fill. Excavation limits shall be clearly identified and approved by the OWNER prior to initiation of the work.

#### 1.13 EXCAVATION AND DEMUCKING:

- A. Excavation: The CONTRACTOR shall perform excavation as shown, required and specified below:
1. Excavate area adequate to permit efficient erection and removal of forms.
  2. Excavate by hand in areas where confined space and access restricts the use of machines.
  3. Notify the OWNER immediately when excavation has reached the depth indicated on plans.
  4. Restore bottom of excavation to proper elevation with compacted Select Fill in areas that are over excavated. Select Fill shall be compacted, in 12-inch maximum lifts, to not less than 95% maximum dry density as measured by ASTM D 698.
  5. Restore bottom of excavation to proper elevation with compacted Select Fill in areas that are over excavated. Select Fill shall be compacted, in 12-inch maximum lifts, to not less than 95% maximum dry density as measured by ASTM D 698.
- B. Demucking: The CONTRACTOR shall remove all organic soils having an organic content greater than 5% from subgrades within the limits of the embankment and its appurtenances as shown on the DRAWINGS. Organic soils should also be removed from subgrades where pipes and water control structures will be placed and for areas that will be paved.

#### 1.14 EMBANKMENT:

- A. Embankment:
1. Embankments shall consist of a Select Fill core and Random Fill side slopes unless otherwise indicated and shall be placed to the lines and grades indicated. At no location shall the completed top elevation be lower than indicated. Completed side slopes shall be uniform from top to toe of the levee, and shall be smoothly transitioned.
  2. Material deposited during excavation may have a high moisture content, and shall be dried, prior to final incorporation in the embankment to obtain suitable moisture content (within plus

- or minus five percent of optimum moisture density) to permit placement and compaction. Drying may consist of allowing the material to drain for a sufficient period to achieve the necessary moisture content or by mechanical means. Following the drying period, organic and non-organic materials shall be completely mixed.
3. Following mixing, materials shall be placed in the embankment above existing grade in horizontal layers not exceeding 6 inches in loose thickness and compacted as indicated.
  4. The CONTRACTOR shall place the Select Fill portion of the embankment to the lines and grades indicated; at no location shall the completed top elevation be lower than indicated. Completed side slopes shall be uniform from top to toe of the levee, and shall be smoothly transitioned, as specified on the DRAWINGS. The CONTRACTOR shall perform embankment work as shown on the DRAWINGS, required and in accordance with these SPECIFICATIONS:
    - a. Materials suitable for Select Fill shall be placed in the central core of the embankment in horizontal layers not exceeding 6 inches in loose thickness and compacted as indicated on the DRAWINGS.
    - b. Random Fill shall be placed to its final position on each side of the Select Fill concurrent with Select Fill placement.
    - c. Rocks not exceeding the acceptable size shall be distributed throughout the embankment such that rock to rock contact is avoided. Rock particles greater than three inches in average diameter shall not be used.
  5. Cohesive soils shall be compacted to not less than 95 percent of the maximum density at optimum moisture content determined by accordance with ASTM D698. Cohesionless materials shall be compacted to not less than 80 percent relative density determined in accordance with ASTM D4253 and D4254.
- B. Roadway and Access Berm Embankment: The CONTRACTOR shall construct embankments for roadways and access berms in accordance with the requirements of Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- C. Non Water Bearing Embankments: The CONTRACTOR shall construct non-water bearing embankments in accordance with provisions for Embankments as specified in 1.14A of this Section except as modified below.
1. Unless required for roadway or access berm embankment the cohesive material shall be compacted to 85 percent of the maximum density at optimum moisture content determined by accordance with ASTM D698. Cohesionless materials shall be compacted to not less than 75 percent relative density determined in accordance with ASTM D4253 and D4254.
  2. There shall be no limit on rock size, provided the rocks are evenly distributed in the embankment and they are placed to minimize rock to rock contact and permit placement of material without voids and to achieve specified compaction.
- D. Final Dressing of Slopes: Following completion of embankment placement and compaction, the CONTRACTOR shall grade embankment slopes and adjacent transition areas reasonably smooth and free from irregular surface changes. The CONTRACTOR shall comply with the following:
1. The material within the final two-foot horizontal and two-foot vertical dimensions of the embankment shall be rock free.
  2. Degree of finish shall be that ordinarily obtained from blade grader or similar operations.
  3. Provide roundings at bottom of slopes and other breaks in grade.
- E. Cross-Sections: Provide field measured cross-sections of the final embankments to the OWNER for record purposes, plotted at the same stations as the detailed cross-sections shown on the plans.

**1.15 BACKFILLING:**

- A. Structures. The CONTRACTOR shall perform backfilling for structures using material suitable for use in Select Fill, except that stones or rocks greater than two inches in any dimension shall not be placed within 12 inches of the structure. Lifts shall not exceed 12 inches.
1. Structure Backfill shall be compacted to 95 percent maximum dry density
  2. Backfill only after concrete has attained 70 percent design strength.
  3. Backfill adjacent to structures only after a sufficient portion of the structure has been built to resist the imposed load.
  4. Remove all debris from excavation prior to placement of material.
  5. Place backfill in level layers of thickness within compacting ability of equipment used.
  6. Perform backfilling simultaneously on all sides of structures.

**1.16 MATERIALS TESTING:**

- A. Embankment: The CONTRACTOR shall test the Compacted Select Fill within the embankment for in-place density and moisture content at the rate of at least one test for every 2,000 cubic yards or once per lift, whichever is the highest test frequency for the earthen embankment
1. The CONTRACTOR shall submit daily materials testing results to the ENGINEER for review.
- B. The CONTRACTOR shall assure that compaction densities and moisture contents comply with the following requirements:

Location	Minimum Compaction Requirement	Moisture Content
Compacted Select Fill – Earthen Embankment and Structure Foundation	95 Percent (ASTM D 698)	-2 to +2 percent of Optimum (ASTM D 698)

- C. Nuclear methods (ASTM D 6938) shall be used for in-place densities. Nuclear density results will be verified using sand-cone methods (ASTM D 1556).
- D. The CONTRACTOR shall determine the USCS classification and moisture content for each in-place density test. Organic content tests (ASTM D 2974) shall be completed periodically when the presence of organic soils are encountered in the fill material.
- E. Any single in-placed density test failing the specified compaction level or moisture content criteria shall be classified as a failing test and the fill lift section material represented by the failing test shall be re-processed by the CONTRACTOR and re-tested until specifications are met.

**1.17 MAINTENANCE.**

- A. The CONTRACTOR shall protect newly graded areas from actions of the elements.
- B. The CONTRACTOR shall fill, repair and re-establish grades to the required elevations and slopes for any area that shows settling or erosion occurring prior to seeding or sodding.

**PART 2 - PRODUCTS (Not applicable)****PART 3 - EXECUTION (Not applicable)**

END OF SECTION

## SECTION 2.4 EXCAVATION AND BACKFILLING

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall furnish all labor, materials, and equipment to perform the excavation and backfilling as shown on the DRAWINGS.
- B. Related Work Specified Elsewhere:
  - 1. SECTION 2.2 Dewatering
  - 2. SECTION 2.3 Earthwork

#### 1.02 REFERENCES:

- A. American Society of Testing Materials (ASTM)
  - 1. D422 – Standard Test Method for Particle-Size Analysis of Soils
  - 2. D698 Standard Test Methods for Laboratory compaction Characteristics of Soil Using the Standard Effort (56,000 ft-lbf/cu. ft.)
  - 3. D1140 – Standard Test Methods for Amount of Material in Soils Finer Than the No. 200 (75-Micrometer) Sieve
  - 4. D1556 – Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method
  - 5. D1557 Standard Test Methods for Laboratory compaction Characteristics of Soil Using the Modified Effort (12,400 ft-lbf/cu. ft.)
  - 6. D2216 – Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
  - 7. D2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
  - 8. D2974 – Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils
  - 9. D4253 Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
  - 10. D4254 Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
  - 11. D4318 – Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils
  - 12. D6938 – Standard Test Method for In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Method Shallow Depth
- B. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, latest edition, (FDOT)
- C. Subsurface soil data logs are provided for the CONTRACTOR'S reference: Geotechnical Report, Prepared by Wood on March 13, 2019.

#### 1.03 SUBMITTALS:

- A. The CONTRACTOR shall submit, prior to the start of work, the planned method of construction of the embankments shown on the DRAWINGS, or as specified herein, for the OWNER's review. This plan shall also indicate the intended construction sequence for backfilling operation, including repairs of slopes affected by erosion.



1.04 CERTIFICATIONS AND TESTING:

- A. Field density tests in accordance with ASTM Standards, for each type of material used in backfilling shall be completed in accordance with the requirements for Compacted Select Fill in Section 2.3 Earthwork. Failure to meet the specified density will require the CONTRACTOR to recompact and retest, at its own expense, those areas directed by the OWNER.

1.05 INSPECTION COORDINATION:

- A. The CONTRACTOR shall provide access to the WORK for the OWNER as requested for inspection. The CONTRACTOR shall provide 48-hour notice of its intention to begin new WORK activities.

1.06 WARRANTY:

- A. The Manufacturer shall warrant the Equipment, Materials and Products specified in this section against defective materials and workmanship with the Manufacturer's standard warranty, but for no less than one year from the date of Substantial Completion, and as described in the Section 1 General Requirements.
- B. The CONTRACTOR shall warrant the WORK against defects for one year from the date of Substantial Completion and as described in the Section 1 General Requirements.

1.07 STRUCTURAL BACKFILL:

- A. The CONTRACTOR shall provide satisfactory structural backfill material which shall consist of material free of muck, stumps, rocks, or other material considered unacceptable by the OWNER. The general requirements for fill shall be in accordance with FDOT 120-7.1 and 7.2 and as specified in SECTION 2.3 Earthwork.

1.08 EMBANKMENT FILL:

- A. The CONTRACTOR shall provide embankment fill free of muck, stumps, roots, brush, vegetation or other material considered undesirable by the OWNER. The general requirements of embankment fill shall be in accordance with FDOT 120-7.1 and 7.2 and as specified in SECTION 2.3 Earthwork.

1.09 SITE PREPARATION:

- A. Clearing and Grubbing: The CONTRACTOR shall perform clearing and grubbing as shown on the DRAWINGS and specified in SECTION 2.1 Clearing and Site Preparation, and as provided below:
  1. Perform only in areas where earthwork or other construction operations are to be performed or otherwise shown on DRAWINGS.
  2. Protect tops, trunks, and roots of existing trees that are to remain on the site.
  3. Dispose of other trees, brush and vegetation before starting construction.
  4. Remove tree stumps and roots larger than three inches in diameter and backfill resulting excavations with approved material.
- B. Stripping: The CONTRACTOR shall remove topsoil from areas within limits of excavation and areas designated to receive compaction as shown on the DRAWINGS and specified in SECTION 2.1 Clearing and Site Preparation, and as provided below:
  1. Scrape area clean of all brush, grass, weeds, roots and other material.
  2. Strip to depth of approximately six inches or to a sufficient depth to remove excessive roots in heavy vegetation or brush areas and as required segregating topsoil.
  3. Stockpile topsoil in areas where it will not interfere with construction operations or existing facilities. Stockpiled topsoil shall be reasonably free of subsoil, debris and stones larger than two inches in diameter.

- C. Excavation Dewatering: The CONTRACTOR shall be responsible for providing all facilities required to divert, collect, control, and remove water from all construction work areas and excavations as described in SECTION 2.2 Dewatering. The OWNER will designate approved storage areas to receive the dewatering water removed from the work area. Drainage features shall have sufficient capacity to avoid flooding of work areas. Drainage features shall be so arranged and altered as required to avoid degradation of the final excavated surface(s). The CONTRACTOR shall utilize all necessary erosion and sediment control measures to avoid construction related degradation of the natural water quality. Dewatering equipment shall be provided by the CONTRACTOR to remove and dispose of all surface and groundwater entering excavations, trenches, or other parts of the work during construction. Each excavation shall be kept dry during subgrade preparation and continually thereafter until the work within the dewatered area is completed to the extent that no damage from hydrostatic pressure, flotation, or other cause will result.
- 1.10 DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL:
- A. The CONTRACTOR shall dispose of all excess or unsuitable material as directed by the OWNER.
- 1.11 STOCKPILE OF EXCAVATED MATERIAL:
- A. The CONTRACTOR shall stockpile excavated materials in areas shown on the DRAWINGS or in areas otherwise approved by the OWNER.
- 1.12 PLACEMENT OF STRUCTURAL FILL:
- A. The CONTRACTOR shall place structural backfill true to the lines, grades and cross sections shown in the DRAWINGS or as ordered by the OWNER. Structural backfill shall be deposited by the CONTRACTOR in horizontal layers not exceeding 12 inches in depth measured loose, and shall be compacted to a density of not less than 95 percent of the maximum density as determined by ASTM Standards. Backfill shall not be placed against fresh concrete without the approval of the OWNER.
- 1.13 PLACEMENT OF EMBANKMENT FILL:
- A. The CONTRACTOR shall construct embankments true to the lines, grades and cross sections shown on the DRAWINGS or as directed by the OWNER. Embankments shall be placed by the CONTRACTOR in successive layers of not more than 6 inches in thickness, measured loose, for the full width of the embankment. Each layer of the material used in the formation of the embankments shall be compacted by the CONTRACTOR to a density of at least 95 percent of the maximum density as determined by ASTM D698 Standards. Unreasonable roughness of the surface shall be dressed out. Rocks and boulders shall not project above the finished surfaces. All areas disturbed shall be graded by the CONTRACTOR so that water drains freely at all points after construction.
- 1.14 COMPACTION EQUIPMENT:
- A. When placing fill adjacent to foundation or retaining walls, heavy equipment for spreading and compacting fill shall not be operated closer than a distance equal to the height of backfill above the top of the footing; the area remaining shall be compacted in layers not more than 4 inches in compacted thickness with power-driven hand tampers suitable for the materials being compacted. Backfill shall be placed carefully around pipes or tanks to avoid damage to coatings, wrappings, or tanks. Backfill shall not be placed against foundation walls prior to 7 days after completion of the walls. As far as practicable, backfill shall be brought up evenly on each side of the wall and sloped to drain away from the wall.

1.15 GRADING: The CONTRACTOR shall perform grading as shown on the DRAWINGS, required and provided for below:

- A. Grade and compact all areas within the project area, including excavated and filled sections and adjacent transition areas, reasonably smooth, and free from irregular surface changes.
- B. Degree of finish shall be that ordinarily obtained from blade grader or scraper operations except as otherwise specified.
- C. Finished rough grades shall generally be not more than one quarter foot above or below those indicated with due allowances for topsoil.
- D. Finish all ditches, swales and gutters to drain readily.
- E. Provide roundings at top and bottom of banks and at other breaks in grade.

1.16 CLEANUP: The CONTRACTOR shall cleanup the site as required and provided for below:

- A. Clear surfaces of all stones, roots, grading stakes and other objectionable materials.
- B. Keep paved areas clean and promptly remove rock or dirt dropped upon surfaces.

1.17 PROTECTION AND MAINTENANCE:

- A. The CONTRACTOR shall maintain the embankments until final acceptance of all WORK. The maintenance shall include repairs of any erosion, slides, or other damages.

**PART 2 - PRODUCTS (Not applicable)**

**PART 3 - EXECUTION (Not applicable)**

END OF SECTION

## SECTION 2.5 GEOTEXTILES

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. Summary of Work: This section includes providing all material, labor, tools and equipment for installation of geotextiles for bedding stone and underdrains as shown in the DRAWINGS and as specified in this Section.
- B. Related Work Specified Elsewhere:
  1. SECTION 1.4 Submittals
  2. SECTION 1.7 Equipment and Materials
  3. SECTION 2.1 Clearing and Site Preparation
  4. SECTION 2.3 Earthwork
  5. SECTION 2.6 Bedding Stone
  6. SECTION 2.9 Manholes and Structures

#### 1.02 REFERENCES:

- A. American Association of State Highway and Transportation Officials (AASHTO)
  1. AASHTO M 288 – Geotextile Specification for Highway Applications
- B. American Society of Testing and Materials (ASTM)
  1. ASTM D 4873 – Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples
  2. ASTM D 5199 – Measuring Nominal Thickness of Geotextiles and Geomembranes
- C. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, latest edition, (FDOT)

#### 1.03 QUALITY

- A. Geotextile fabric shall be of nonwoven needle punched polypropylene, to provide the separation of the bedding aggregate from the stabilized subgrade.

#### 1.04 STORAGE

- A. Before use, the geotextile shall be stored in a clean, dry location out of direct sunlight, not subject to extremes of either hot or cold temperatures, and with the manufacturer's protective cover undisturbed. Receiving, storage, and handling at the job site shall be in accordance with the requirements listed in ASTM D 4873 and SECTION 1.7 Equipment and Materials.

#### 1.05 SUBMITTALS:

- A. Submit manufacturer's shop drawings in accordance with SECTION 1.4 Submittals, including Manufacturer's product data, samples and section layout.

### PART 2 - PRODUCTS

#### 2.01 NONWOVEN GEOTEXTILE:

- A. Stabilization Fabric: To be used beneath bedding stone. Fabric shall be Mirafi 140N, or equivalent and approved by the ENGINEER and OWNER.

### PART 3 - EXECUTION

#### 3.01 NONWOVEN GEOTEXTILE INSTALLATION:

- A. The fabric shall be cleaned of all debris or other materials that may negatively affect the fabric's performance.
  - B. Mechanical equipment shall not be permitted to operate directly on the fabric unless authorized to do so by the manufacturer and approved by the ENGINEER.
  - C. Surface Preparation:
    - D. The surface on which the geotextile is to be placed shall be graded to the neat lines and grades as shown on the drawings. It shall be reasonably smooth and free of loose rock and clods, holes, depressions, projections, muddy conditions, and standing or flowing water.
    - E. The compacted subgrade shall be maintained in a smooth, uniform and compacted condition during installation of the fabric.
  - F. Geotextile Placement:
    - 1. Fabric shall be placed as recommended by the manufacturer and approved by the ENGINEER on surfaces which have been prepared to conform with these SPECIFICATIONS and found acceptable for fabric installation.
    - 2. The fabric shall be placed as smooth and wrinkle-free as possible.
    - 3. When installing geotextile in trenches, swales, ditches, etc., overlap geotextile in the direction of flow.
    - 4. All areas of fabric damaged during installation as determined by the ENGINEER shall be repaired or replaced by the CONTRACTOR as specified at no additional cost to the OWNER. Should the fabric be damaged during any step of the installation, the damaged section shall be repaired by covering it with a piece of fabric which extends at least 24 inches in all directions beyond the damaged area. The fabric shall be secured by sewing or bonding as approved by the ENGINEER.
    - 5. At time of installation, fabric will be rejected if it has defects, ribs, holes, flaws, deterioration, or damage incurred during manufacture, transportation, handling, or storage. Damaged materials shall be removed and replaced at no additional cost to the OWNER.
    - 6. Fabric shall be placed with long dimension down slope.
    - 7. Fabric shall be protected at all times during construction from contamination by surface runoff and any fabric so contaminated shall be removed and replaced with uncontaminated fabric.
  - G. Seams and Overlaps of Geotextile:
    - 1. All overlaps shall be a minimum of eighteen (18) inches (450 mm).
- 3.02 COVER MATERIALS OVER NONWOVEN GEOTEXTILES:
- A. Granular materials shall be placed on geotextiles as shown on the DRAWINGS. During back-dumping and spreading, a minimum depth of 6 inches of granular material shall be maintained at all times between the fabric and wheels of trucks or spreading equipment. All equipment used in spreading or traveling on the cover layer for any reason shall exert low ground pressures and shall be approved by the manufacturer and ENGINEER. Dozer blades, etc. shall not make direct contact with the fabric; however, if tears occur in the fabric during the spreading operation, the granular material shall be cleared from the fabric and the damaged area repaired as previously described.
  - B. The granular material shall be spread in the direction of fabric overlap. Large fabric wrinkles which may develop during the spreading operations shall be folded and flattened in the direction of the spreading. Occasionally, large folds may reduce the fabric overlap width. Special care shall be given to maintain proper overlap and fabric continuity.
  - C. All equipment spreading cover material or traveling on the cover layer shall avoid making sharp turns, quick stops or quick starts.

- D. Fabric shall be covered as soon as possible after placement to minimize exposure to sunlight. Fabric shall not be exposed for more than 5 days.

3.03 DISPOSAL OF NONWOVEN GEOTEXTILE SCRAP MATERIALS:

- A. On completion of installation, the CONTRACTOR shall legally dispose of all trash and scrap material offsite or in a location approved by the OWNER and ENGINEER, remove equipment used in connection with the work herein, and shall leave the premises in a neat acceptable manner.

3.04 EXAMINATION

- A. Verify site conditions are as indicated on the DRAWINGS. Notify the ENGINEER if site conditions are not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.
- B. Verify layout of structure is as indicated on the DRAWINGS. Notify the ENGINEER if layout of structure is not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.

END OF SECTION

## SECTION 2.6 BEDDING STONE

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall provide labor, equipment and materials for the placement of the bedding stone required for construction of the inlet and outfall structures, manholes, and conveyance pipes.
- B. RELATED REQUIREMENTS:
  - 1. SECTION 1.7 Equipment and Materials
  - 2. SECTION 2.5 Geotextiles
  - 3. SECTION 2.9 Manholes and Structures

#### 1.02 REFERENCES:

- A. American Society for Testing and Materials (ASTM)
- B. American Association of State Highway and Transportation Officials (AASHTO)
- C. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, latest edition, (FDOT)

### PART 2 - PRODUCTS

#### 2.01 QUALITY:

- A. Bedding stone shall be gravel, crushed stone or mixtures thereof. Aggregates shall be composed of clean, hard, durable, mineral particles free from organic matter, clay balls, soft particles, or other substances that would interfere with the free-draining properties of the aggregates. Recycled crushed concrete is not acceptable.
- B. Aggregates from crushed limestone shall be thoroughly washed and screened to remove limestone dust, limestone fines, and fine soil particles. For coarse aggregate containing limestone, the total portion finer than the No. 4 sieve shall not contain more than 3 percent by weight of limestone. Limestone shall not be used for fine aggregates except in combination with other material, such that not more than 5 percent of the portion finer than the No. 4 sieve shall be limestone.
- C. Bedding stone shall conform to ASTM C-33, size number 57 (also FDOT size number 57) or an approved equal.

### PART 3 - EXECUTION

#### 3.01 BASE PREPARATION:

- A. Foundation surface and trenches shall be clean and free of organic matter, loose soil, foreign substance, and standing water when the bedding stone is placed.

#### 3.02 STORING AND HANDLING:

- A. Bedding stone shall be stored and handled by methods that prevent segregation of particle sizes or contamination by mixing with other material.

END OF SECTION

## SECTION 2.7 UPFLOW FILTER STRUCTURE

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. Summary of Work: This section includes providing all material, labor, tools and equipment for manufacturing and installation of the upflow filter structures as shown in the DRAWINGS and as specified in this Section.
- B. Related Work Specified Elsewhere:
  - 1. SECTION 2.4 Excavation and Backfilling
  - 2. SECTION 2.6 Bedding Stone
  - 3. SECTION 2.8 Bioactive Media
  - 4. SECTION 2.10 Polyvinyl Chloride (PVC) Pressure Pipe
  - 5. SECTION 2.10 Manholes and Structures

#### 1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM)
- B. Alachua County Stormwater Treatment Manual, October 2018

#### 1.03 DEFINITIONS:

- A. EcoVault Upflow Filter: Eco-Vault Upflow filters shall be used on this project as specified in the DRAWINGS, unless specifically approved by the OWNER and ENGINEER. EcoVault Upflow Filter shall be capable of separation and capture of sediments from flowing water along with targeted filtration to maximize removal of various types of pollutants, including bio-nutrients, heavy metals and organically based contaminants.

#### 1.04 QUALITY

- A. EcoVault® Upflow Filter Sizing is based on maximum flow conditions for predetermined storm events, inlet and outlet pipe sizes, and treatment requirements.
- B. The upflow filter shall be sized and installed as shown in the DRAWINGS. All wall thickness, rebar sizing and spacing, lip construction, and top/grating shall be in accordance with the Manufacturers' design and the DRAWINGS, as well as in accordance with SECTION 2.10 Manholes and Structures.
- C. Maximum Flow velocity through the media bed is 0.25 fps.
- D. All EcoVault® Upflow Filters are hydraulically checked to determine flowing water elevations under various conditions through the media itself or as an internal bypass.
- E. The upflow filter box shall be constructed in accordance with and meet the requirements of Section 2.9 Manholes.

#### 1.05 SUBMITTALS:

- A. Submit MANUFACTURER's shop drawings in accordance with SECTION 1.4 Submittals, including Manufacturer's product data, samples and section layout.



## PART 2 - PRODUCTS

### 2.01 INTERNAL COMPONENTS

- A. 4" to 6" diameter PVC internal piping with cleanout caps, complete.
- B. #57 Stone Coarse Aggregate.
- C. NutriGone Media Bed, blend determined based on requirements.

### 2.02 STRUCTURE

- A. Precast reinforced concrete. Standard construction is to AASHTO H-20 Loading.
- B. Multiple stacked sections available to minimize lifting requirements. Upflow filter shall be installed as designed in the DRAWINGS. CONTRACTOR shall submit shop drawings for structure in accordance with SECTION 1.4 Submittals.
- C. Ram-Nek® joint sealant or equal shall be provided with precast box from MANUFACTURER.

### 2.03 DELIVERY

- A. EcoVault® Upflow Filter shall be delivered complete; internal piping and media shall be fully installed, unless prevented by site specific conditions. Filter media materials shall be delivered separately and loaded on site. Special lifting harnesses shall be provided by MANUFACTURER if required.

### 2.04 WARRANTY

- A. The MANUFACTURER shall guarantee the EcoVault® Upflow Filter components against all MANUFACTURER originated defects in materials or workmanship for a period of five years from the date of the components are delivered to the OWNER for installation. The MANUFACTURER shall be notified of repair/replacement issues in writing within the referenced warranty period. The MANUFACTURER shall, upon its determination of repair, correct or replace any MANUFACTURER defects identified by written notice within the referenced warranty period.

## PART 3 - EXECUTION

### 3.01 ECO-VAULT UPFLOW FILTER INSTALLATION:

- A. The EcoVault® Upflow Filter shall contain one internal baffle. Standard baffle thickness is 6". Baffle positioning may vary depending on inlet/outlet configuration and shall be installed as directed in the DRAWINGS. The Upflow Filter Box shall be delivered to the site complete minus the media installation. Internal box components shall be included on the shop drawings as stated in SECTION 1.4 Submittals. Typical installation is as follows, but information provided in the DRAWINGS shall take precedence:
  1. Baffle shall be positioned downstream of the inlet area approximately 1/4 of the full interior length of the vault. The top elevation of the baffle shall be above the inlet invert and determined according to the desired flow rate through the media.
  2. Baffle shall be ported close to the floor in accordance with the desired flow rate.
  3. Baffle shall have piping allowing subsurface water to feed through baffle ports to media bed near the floor. Inlet internal piping and outlet internal piping will be designed with cleanout caps to facilitate cleaning of the pipes.
  4. Media bed will consist of base layer #57 stone aggregate at the base, layer of media above the base layer of aggregate and layer of #57 stone on top of the media. Quantity and blends of all components will be determined by EcoSense International and based on desired results.

5. Access hatches in top slab will be positioned as depicted on the DRAWINGS to allow for easy cleaning and maintenance of the structure. Access hatch shall be included with the precast box assembly from the MANUFACTURER.
- B. The EcoVault® Upflow Filter shall be connected to the treatment flow as depicted in the DRAWINGS. Internal components included piping shall be installed as depicted on the DRAWINGS. Inlet/Outlet pipe shall be included with the precast box assembly from the MANUFACTURER, as depicted on the DRAWINGS. Connections must be made so no portion of the conduit protrudes inside the structure.

END OF SECTION

## SECTION 2.8 BIOACTIVE MEDIA

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. Summary of Work: This section includes providing all material, labor, tools and equipment for installation of bioactive media as shown in the DRAWINGS and as specified in this Section
- B. Related Work Specified Elsewhere:
  - 1. SECTION 2.7 Upflow Filter Structure

#### 1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM)

#### 1.03 DEFINITIONS:

- A. Nutrigone "A" Media: The media is comprised of natural components designed to facilitate beneficial levels of nitrification, denitrification, precipitation and adsorption to remove nitrates, phosphorus, ammonia and other contaminants passing into the media. The standard formulation for NutriGone A consists of one-part inorganic carbon chips (EPA approved Biochar), one-part organic carbon chips and one-part volcanic silica/alumina mineral. All ingredients shall be non-toxic and 100% natural.

#### 1.04 QUALITY

- A. Hydraulic Impedance is nominal for most applications. Observed flow velocity through media bed is approximately 0.0464 ft/sec at 1' effective head.

#### 1.05 SUBMITTALS

- A. Submit MANUFACTURER's shop drawings in accordance with SECTION 1.4 Submittals, including MANUFACTURER's product data, samples and section layout.

### PART 2 - PRODUCTS

#### 2.01 INTERNAL COMPONENTS

- A. Media Constituents, Description, and Function
  - 1. Volcanic Mineral
    - a. Naturally occurring material. Material layer shall have a thickness of 0.187" to 0.375" gravel. Purpose is to provide rapid adsorption and storage of ammonium (and others). Contribution of Ca, Na, Mg, Al and K to improve activation and loading capacity of inorganic carbon constituent. Material provides a large surface area for microbial colonization and restricts compaction for long term use.
  - 2. Inorganic Carbon Source
    - a. Material shall have a thickness of 1.0" to 0.05" and consist of pyrolyzed woody materials (86% Carbon). Serves to facilitate adsorption of nitrate, ammonia, ortho-phosphorus. Material layer provides carbon source and electron transfer facilitation for heterotrophic / chemotrophic denitrification and anaerobic ammonium oxidation (Annamox). Material provides a large surface area for microbial colonization and concentrates available Nitrate for microbial colonies.
  - 3. Organic Carbon Source
    - a. Material consists of agricultural byproduct and shall be 0.125" to 0.75" thickness. Material shall include granules carbon source for heterotrophic denitrification. Provides

initial source of readily available organic carbon to promote and sustain accelerated denitrification microbes. Will be supplanted over time by native organic carbon.

## 2.02 DELIVERY

- A. Bulk Delivery Data:
1. Data Inorganic Carbon
    - a. Delivered in 1 cy super sacks, 2 per pallet
    - b. Bulk density 500 lbs. /cy
  2. Organic Carbon Source
    - a. Delivered in 2 cy super sacks
    - b. Bulk density 750 lbs. /cy
  3. Volcanic Mineral
    - a. Delivered in 1.29 cy super sack
    - b. Bulk density 1540 lbs. /cy

## PART 3 - EXECUTION

### 3.01 NUTRIGONE "A" INSTALLATION:

- A. BLENDING NUTRIGONE A:
1. Blending NutriGone "A" media components may be accomplished on site with common excavation machinery. It is suggested that the contractor combine ingredients in a large sturdy container such as a "rock box" and turn with an appropriately sized backhoe.
  2. Media could also be mixed inside the vault structure by layering and hand raking. Because the components are of different grain sizes and densities, a perfect homogeneous mixture is not expected nor required.
  3. Due to the dusty conditions, it is highly recommended the machinery operator and other personnel wear dust respirators or dust masks.

END OF SECTION

## SECTION 2.9 MANHOLES AND STRUCTURES

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. Summary of Work: Installation of precast concrete structures, inlets, racks, collars, and piping connections as shown on the DRAWINGS and as specified herein.
- B. Related Work Specified Elsewhere:
  - 1. SECTION 2.4 Excavation and Backfilling
  - 2. SECTION 2.5 Geotextiles
  - 3. SECTION 2.6 Bedding Stone
  - 4. SECTION 2.7 Upflow Filter Structure

#### 1.02 REFERENCES:

- A. American Society of Testing and Materials (ASTM)
- B. American National Standards Institute (ANSI)
- C. Occupational Health and Safety Administration (OSHA)
- D. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, latest edition, (FDOT)

#### 1.03 SUBMITTALS:

- A. Shop Drawings:
  - 1. Design and construction details of all precast concrete units.
  - 2. Fabrication, assembly and installation details for all castings and miscellaneous metal works.
- B. Product Data:
  - 1. Manufacturer's catalog cuts, specifications, and installation instructions.

#### 1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING:

- A. Deliver materials to the site to prevent interruption of the WORK.
- B. All materials shall be inspected by the CONTRACTOR upon delivery to the site. The CONTRACTOR shall notify the ENGINEER of any loss or damages. Replace loss or repair damage to new condition at the CONTRACTOR'S expense.
- C. Store materials to allow easy access for inspection and identification.

### PART 2 - PRODUCTS

#### 2.01 DESIGN REQUIREMENTS:

- A. Design: In accordance with ASTM C890 – Minimal Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.
- B. Loading: AASHTO HS20 with 30% impact and 130lb/cu-ft equivalent soil pressure.

### PART 3 - EXECUTION (Not applicable)

END OF SECTION

## SECTION 2.10 POLYVINYL CHLORIDE (PVC) PIPE

### PART 1 - GENERAL

#### 1.01 DESCRIPTION OF WORK:

- A. Furnish all labor, materials, equipment and incidentals required to install the PVC piping, complete, as indicated on the construction drawings.
- B. Related Work Specified Elsewhere:
  - 1. SECTION 2.4 Excavation and Backfilling
  - 2. SECTION 2.5 Geotextiles
  - 3. SECTION 2.6 Bedding Stone

#### 1.02 IDENTIFICATION AND DETECTION:

- A. PVC pipe shall bear identification markings in accordance with AWWA C905 or ASTM D3034, if applicable.

### PART 2 - PRODUCTS

#### PRODUCTS:

- A. Polyvinyl chloride (PVC) gravity sewer pipe and fittings, 4 - 15 inches in diameter, shall be SDR-26, meeting the requirements of ASTM D3034. Joining of the pipe sections and fittings shall be by water-tight push-on joints using elastomeric gaskets in accordance with ASTM D3212.
- B. All PVC pipe bell ends shall be field inspected for out-of-roundness and spigot ends shall be field inspected for out-of-roundness and for squareness of the pipe end. Any materials not in conformance with the tolerances of ASTM D 3212 or AWWA C905 shall be removed from the work site.
- C. All PVC pipe sections shall also be field inspected for excessive cross-section deflection. Any pipe section visually found to have a pipe deflection, before installation, of 2 percent of the Base Inside Diameter or greater shall be removed from the work site. After installation and backfill, pipe deflection shall not be allowed to be 5 percent or greater of the Base Inside Diameter. Any length of pipe found installed having excessive deflection shall be dug up and either reinstalled or removed from the work site.
- D. Fittings not currently available in molded form may be fabricated in accordance with ASTM D-3034 with manufacturer's standard pipe bells and gaskets.
- E. The PVC joints shall be of the push-on type with a single rubber gasket conforming to ASTM F 477.
- F. Wyes and riser fittings shall be gasketed connections. Rubber doughnuts are not to be used.
- G. Joints between pipes of different materials shall be made using flanged connections. Metal piping shall not be threaded into plastic fittings, valves, or couplings, nor shall plastic piping be threaded into metal valves, fittings, or couplings.

### PART 3 - EXECUTION (Not applicable)

END OF SECTION

## SECTION 2.11 INSTALLATION OF PIPELINES

### PART 1 - GENERAL

- 1.01 DESCRIPTION OF WORK:
- A. Furnish and install pipe, fittings, valves, services, and all other appurtenances and incidentals complete and in-place as required by the construction DRAWINGS.
  - B. Related Work Specified Elsewhere:
    - 1. SECTION 2.4 Excavation and Backfilling
    - 2. SECTION 2.5 Geotextiles
    - 3. SECTION 2.6 Bedding Stone
- 1.02 HANDLING AND STORAGE:
- A. Prior to installation, all pipe and fittings shall be inspected. Cracked, broken, or otherwise defective materials not in compliance with these standards shall not be used and shall be removed from the project site.
  - B. The CONTRACTOR shall take care in the handling, storage and installation of the pipe and fittings to prevent injury to the materials or coatings. Use proper implements, tools and facilities for the safe and proper protection of the work. Lower the pipe and fittings from the truck in a manner to avoid any physical damages. Under no circumstances shall the pipe or fittings be dropped onto the ground or into trenches.
  - C. The CONTRACTOR shall not distribute material on the job site faster than it can be used to good advantage. Any materials not to be installed within two weeks of delivery shall be protected from the sunlight, atmosphere and weather by suitable enclosures or protective wrapping until ready for installation. Storage of pipe on the job site shall be done in accordance with the pipe manufacturer's written instructions.
- 1.03 CLEANING:
- A. All pipelines shall be kept clean during and after installation.
- 1.04 INSTALLATION:
- A. Pipe, fittings, valves and other appurtenances shall be installed in accordance with the MANUFACTURER's written installation instructions.
  - B. Lay all pipe true to the lines and grades indicated on the construction drawings. The trenches and bedding for the pipe installations shall be prepared according to Section 2.4, Excavation and Backfilling, and Section 2.6 Bedding Stone, of these specifications. Pipe sections shall be laid in full contact with the prepared pipe bedding, with bell holes dug out, to provide a continuous and uniform bearing and support for the pipe barrel between joints. Blocking under the pipe shall not be permitted (except through casing sleeves).
  - C. Joining of pipe sections shall be done in strict accordance with the pipe MANUFACTURER's written instructions. The joining surfaces of the bell and spigot and the rubber seal ring shall be thoroughly cleaned and lubricated immediately prior to joining the pipe per the written instructions. After the joint has been made, the pipe alignment shall be checked. Place sufficient backfill material around and over the pipe to secure the pipe from movement before installing the next joint to assure proper pipe alignment and joint makeup.
  - D. When cutting or machining pipe in the field is necessary, the CONTRACTOR shall use only the tools and methods recommended by the MANUFACTURER in the written instructions. Care shall be taken to not damage the pipe coating or linings. Damage to linings shall be cause for rejections of the complete section of pipe, or for the rejection of a fitting or valve. Damage to exterior coatings shall be corrected to the original standard material specification.

- E. At connections to concrete structures, the pipe joint shall be located a minimum of 18 inches outside of the edge of the structure.
- F. Trenching, backfilling and compaction for the newly laid pipelines shall be accomplished in accordance with Section 2.4, Excavation and Backfilling.

**PART 2 - PRODUCTS (Not applicable)**

**PART 3 - EXECUTION (Not applicable)**

END OF SECTION



**SECTION 2.12 SODDING****PART 1 - GENERAL**

## 1.01 SCOPE:

- A. This section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:
  - 1. Preparation of subsoil
  - 2. Placing topsoil
  - 3. Fertilizing
  - 4. Sod installation
  - 5. Maintenance
- B. Sod shall be placed on all disturbed areas of the site above the water line.

## 1.02 RELATED REQUIREMENTS:

- A. SECTION 1.7 Equipment and Materials
- B. SECTION 2.3 Earthwork

## 1.03 REFERENCES:

- A. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, latest edition, (FDOT)

## 1.04 SUBMITTALS:

- A. Submit sod certification for grass species and location of sod source.

## 1.05 QUALITY ASSURANCE:

- A. Sod Producer: Company specializing in sod production and harvesting with minimum five years of 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. The OWNER reserves the right to test, reject or approve all materials before application.

## 1.06 REGULATORY REQUIREMENTS:

- A. Comply with regulatory agencies for fertilizer, if fertilizer application is approved by OWNER.

## 1.07 RESPONSIBILITIES:

- A. The CONTRACTOR shall place sod within the areas as shown in the DRAWINGS and in other areas designated by the OWNER/ENGINEER.
- B. Deliver sod on pallets or flats. Protect exposed roots from dehydration.
- C. Do not deliver more sod than can be laid within 48 hours.

## 1.08 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver products to site under provisions of SECTION 1.7 Equipment and Materials.
- B. Store and protect products under provisions of SECTION 1.7 Equipment and Materials. Do not store fertilizer where it could contaminate wetlands or other water bodies.
- C. Deliver sod on pallets or on rolls. Protect exposed roots from dehydration.

- D. Do not deliver more sod than can be laid within 48 hours.
- E. Deliver fertilizer in water proof bags showing weight, chemical analysis, and name of manufacturer, if fertilizer application is approved by OWNER.
- F. The CONTRACTOR shall furnish the OWNER invoices of all materials received in order that the minimum application rate of materials may be determined.

1.09 MAINTENANCE SERVICE:

- A. Maintain and water (as needed) sodded areas immediately after placement until grass is well established and exhibits a vigorous growing condition.

1.10 WARRANTY:

- A. The MANUFACTURER shall warrant the Equipment, Materials and Products specified in this section against defective materials and workmanship with the MANUFACTURER's standard warranty, but for no less than one year from the date of Substantial Completion, and as described in Section 1 General Requirements.
- B. The CONTRACTOR shall warrant the WORK against defects for one year from the date of Substantial Completion and as described in Section 1 General Requirements.

**PART 2 - PRODUCTS**

2.01 SOURCE

- A. Sod shall be obtained from a local source.

2.02 MATERIALS:

- A. Sod:
  1. The sod shall be Argentine Bahia, to closely match existing as directed, with well matted roots.
  2. The sod shall be commercial size rectangular measuring 12-inches by 24-inches or larger. Standard size rolled sod is an acceptable alternative.
  3. The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of 2-inches, including a minimum 1.5-inch thick layer of roots and topsoil.
  4. The sod shall be live, fresh and uninjured at the time of planting.
  5. The sod shall have a soil matt of sufficient thickness adhering firmly to the roots to withstand all necessary handling and be reasonably free of weeds and other grasses.
  6. The sod shall be planted as soon as possible after being harvested, and shall be shaded and kept moist from the time of harvesting until it is planted.
  7. The source of the sod may be inspected and approved by the OWNER prior to installation.
- B. Topsoil: Excavated from site and free of weeds.
- C. Fertilizer: Do not apply fertilizer unless approved by OWNER.
- D. 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 subsoil is ready to receive the work of this Section.

3.02 PLACING TOPSOIL:

- A. The topsoil shall be uniformly distributed on the areas designated for sodding. The final topsoil thickness before placement of sod shall be 3 to 4 inches thick. Spreading shall be performed in

such a manner that sod installation can proceed with a minimum of additional soil preparation and tillage. Any irregularities in the surface resulting from placing topsoil or other operations shall be corrected in order to prevent the formation of depressions or water pockets. Topsoil shall not be placed while in a frozen or muddy condition, when the subgrade is excessively wet, or in a condition that may otherwise be detrimental to proper grading and sod installation. After the topsoil has been spread and the final grade approved, it shall be cleared of all grade stakes, surface trash, or other objects that would hinder installation and/or maintenance of the sod and other plantings.

3.03 FERTILIZING:

- A. Do not apply fertilizer unless approved by OWNER.
- B. If fertilizer application is approved by OWNER, then apply as follows:
  - 1. Apply fertilizer minimally to promote root growth into prepared topsoil in accordance with manufacturer's instructions.
  - 2. Apply after smooth raking of topsoil and prior to installation of sod.
  - 3. Apply fertilizer no more than 48 hours before laying sod.
  - 4. Mix thoroughly into upper 2 inches of topsoil.
  - 5. Lightly water to aid the dissipation of fertilizer.

3.04 LAYING SOD:

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- C. Peg sod at locations where sod may slide, as directed by the OWNER.
- D. Roll sod using a lightweight turf roller to provide a true and even surface.

3.05 MAINTENANCE:

- A. Water all newly grassed areas once a week to prevent grass and soil from drying out.
- B. Immediately replace sod in areas which show deterioration or bare spots.
- C. CONTRACTOR shall include in pricing, water and equipment to insure adequate survival of the sod for 90 days or until the project is certified complete, whichever comes later.

END OF SECTION

## SECTION 2.13 TURBIDITY CONTROL AND MONITORING

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall furnish all necessary equipment, labor and materials necessary to conform to State water quality standards as prescribed in Chapter 62-302, Florida Administrative Code and with permit conditions.
- B. Related Work Specified Elsewhere:
  - 1. SECTION 1.3 Permits and Fees
  - 2. SECTION 1.4 Submittals
  - 3. SECTION 1.6 Temporary Barriers and Controls

#### 1.02 SUBMITTALS:

- A. The CONTRACTOR shall make submittals for the turbidity control and monitoring system in accordance with SECTION 1.3 Permits and Fees, SECTION 1.4 Submittals, permit conditions, and the requirements herein.
  - 1. Provide proposed monitoring protocol and maintenance.
  - 2. Provide monitoring data and reports.

#### 1.03 REFERENCES:

- A. State of Florida water quality standards as prescribed in F.A.C. Chapter 62-302.

### PART 2 - PRODUCTS

#### 2.01 DESCRIPTION OF MATERIALS:

- A. CONTRACTOR shall supply floating turbidity boom with bottom weights and a depth to reach the bottom of the pond for placement as shown in the DRAWINGS.
- B. The CONTRACTOR shall supply and install silt fence as shown in the DRAWINGS.

### PART 3 - EXECUTION

#### 3.01 TURBIDITY BARRIERS:

- A. The CONTRACTOR shall install and maintain turbidity barriers as noted in the DRAWINGS and where necessary to maintain turbidity releases at or below permit levels. Barriers shall be installed prior to any clearing, filling, backfilling, dredging, or excavation and maintained in place until construction is complete and turbidity from construction has dissipated.
- B. Any rips or tears that occur in the turbidity barrier material during use shall be repaired or replaced immediately by the CONTRACTOR at their expense. Rips or tears that occur in the turbidity barrier material in use that are not repaired or replaced immediately by the CONTRACTOR will result in a suspension of excavation and/or construction operations, and shall require repairs and replacements as a prerequisite to the resumption of work.
- C. The CONTRACTOR shall keep in place and maintain all barriers until the WORK is complete and turbidity levels return to background levels based on visual inspection. Upon completion of use, the CONTRACTOR shall remove the turbidity barriers and associated items to an off-site location at its own expense.
- D. The CONTRACTOR shall conduct its operations at all times in a manner that minimizes turbidity. The CONTRACTOR is required to conform to State of Florida water quality standards as prescribed in F.A.C. Chapter 62-302, and to meet the special requirements of any environmental permits that have been issued.

3.02 SILT FENCE

- A. All silt fence shall be installed per the DRAWINGS.
- B. Monitoring shall be daily or immediately after a rainfall event, as specified in the SWPPP and NPDES NOI permit. Maintenance of the silt fence includes items such as repairs due to tears, pushed over, dirt piled against it. Maintenance shall be conducted within 24-hours of the finding. Non repair will cause job shut down until repairs are made and released by the OWNER's representative. Monitoring reports shall be kept onsite.

END OF SECTION

**EXHIBIT 4: BID FORM/ SCHEDULE OF VALUES**



Alachua County, Florida

**Procurement**

Theodore "TJ" White, Jr. CPPB, Procurement Manager  
County Administration Building, Gainesville, FL 32601

**PROPOSAL DOCUMENT REPORT**

ITB No. ITB 23-351-DK

Main Street Detention Pond Outflow Filter. Project #8205502

RESPONSE DEADLINE: September 13, 2023 at 2:00 pm

Report Generated: Monday, January 29, 2024

**Gregori Construction Proposal**

**CONTACT INFORMATION**

**Company:**  
Gregori Construction

**Email:**  
[agregori@gregori-inc.com](mailto:agregori@gregori-inc.com)

**Contact:**  
Andrew Gregori

**Address:**  
3067 US Highway 1  
Mims, FL 32754

**Phone:**  
(321) 607-6160

**Website:**  
[www.gregori-inc.com](http://www.gregori-inc.com)

**Submission Date:**  
Sep 13, 2023 1:40 PM

SOV Alachua County - Main St Detention Box 6/26/2024

PAY ITEM NO.	DESCRIPTION	QTY.	UNIT	NUMERIC UNIT PRICE
1	Mobilization and Demobilization	1.00	LS	\$ 50,000.00
2	Construction Survey and As-builts	1.00	LS	\$ 7,500.00
3	Erosion and Sediment Control	1.00	LS	\$ 8,000.00
4	Dewatering	1.00	LS	\$ 42,500.00
5	Earthwork	1.00	LS	\$ 168,000.00
6	Filter Box	1.00	LS	\$ 112,000.00
7	Maintenance of Traffic	1.00	LS	\$ 5,000.00
8	Purchase Baffle Box *** Alachua County Purchase- No Tax***	1.00	LS	\$ 136,400.00
	<b>Total:</b>			<b>\$ 529,400.00</b>

**EXHIBIT 5: GENERAL CONSTRUCTION NOTICE TO PROCEED**

**NTP No.:** \_\_\_\_\_ **Agreement No.:** 13469

**Invoice/Billing Reference No.:** \_\_\_\_\_

**Project Description:** #13469 - Main Street Detention Pond Outflow Filter with Gregori Construction - the installation of an outflow filter, and associated site work containing media to reduce nutrient loads discharged from an existing detention pond.

**County:** Alachua County, a Charter County and political subdivision of the State of Florida

**Date Issued:** \_\_\_\_\_

**County Project Manager:**

**Contractor:** Gregori Construction, Inc.

**Contractor's Address:** 736 Ekastown Road , Sarver, PA 16055

**Architect/Engineer:** WSP Environment and Infrastructure, Inc.

This Notice to Proceed (NTP) is issued in accordance with the terms of the General Construction Agreement No. \_\_\_\_\_, dated \_\_\_\_\_ between the County and the Contractor (“Agreement”). Execution of this NTP by County shall serve as authorization for the Contractor to perform the Work for the above project as set forth in that certain the Agreement, including its exhibits, and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

**ATTACHMENTS:**

- DRAWINGS/PLANS/SPECIFICATIONS
- SCOPE OF WORK
- SPECIAL CONDITIONS
- SCHEDULE OF VALUES
- \_\_\_\_\_

The Contractor shall provide said services pursuant to this Notice to Proceed, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The Work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within On Hundred Twenty (120) working days of this NTP with Final Completion occurring 30 working days after the County delivers the final List to the Contractor as provided in section 5.3 of the Agreement, unless extended in accordance with §218.735(7)(c), Florida Statutes .

**METHOD OF COMPENSATION:**

The amount paid for this job shall be:  
\$ \_\_\_\_\_.



The County shall make payment to Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any services by Contractor and that the County, prior to its execution of the Notice to Proceed, reserves the right to authorize a party other than Contractor to perform the services called for under this document if it is determined that to do so is in the best interest of the County.

**IN WITNESS WHEREOF**, the Parties hereto agree to this Notice to Proceed and have executed it on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR**

**ALACHUA COUNTY, FLORIDA**

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

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

Alachua County

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

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

Title: \_\_\_\_\_  
Print Name and Title

**ARCHITECT/ENGINEER/COUNTY (as applicable)**

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

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

Title: \_\_\_\_\_  
Print Name and Title

**EXHIBIT 6: PAYMENT BOND FORM**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners  
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601  
TELEPHONE NUMBER: 352-374-5204

**AGREEMENT DETAILS**

DATE EXECUTED:  
AMOUNT:  
GENERAL DESCRIPTION:  
STREET ADDRESS OF PROJECT:  
PO NO. , RFP, OR BID NO. :

**BOND**

BOND NUMBER:  
DATE:  
AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2). Florida Statutes.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with Alachua County, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Agreement; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of §255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

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

Witnesses as to Contractor

Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

**SURETY**

SIGNATURE: \_\_\_\_\_ SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

**EXHIBIT 7: PERFORMANCE BOND FORM**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: Alachua County  
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601  
TELEPHONE NUMBER: 352-374-5204

**AGREEMENT DETAILS**

DATE EXECUTED:  
AMOUNT:  
GENERAL DESCRIPTION:  
STREET ADDRESS OF PROJECT:  
PO NO. , RFP, OR BID NO. :

**BOND**

BOND NUMBER:  
DATE:  
AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Agreement between Contractor and County, at the times and in the manner prescribed in the Agreement; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Agreement; and
3. performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Agreement, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Agreement in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for an Agreement between such Bidder and County, and make available as Work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

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

Witnesses as to Contractor Name: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

**SURETY**

SIGNATURE: \_\_\_\_\_

SEAL

PRINTED NAME AND TITLE:

\_\_\_\_\_

**EXHIBIT 8: INSURANCE**

**TYPE “A” INSURANCE REQUIREMENTS  
“ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor/vendor, his agents, representatives, employees or subcontractors.**

**COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

**AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

**WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

**EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of Contractor/Vendor; to include Products and/or Completed Operations of Contractor/Vendor; Automobiles owned, leased, hired or borrowed by Contractor.

b. Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

**II All Coverages**

Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the agreement (original if contact is renewed) or prior.

**SUBCONTRACTORS**

Contractor/Vendor shall be responsible for all subcontractors Working on their behalf as a condition of this Agreement. All subcontractors of Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*



**EXHIBIT 8-A: CERTIFICATE OF INSURANCE**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
06/13/2024

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

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

<b>PRODUCER</b> Seubert & Associates, Inc. 225 North Shore Drive Suite 300 Pittsburgh PA 15212		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (412) 734-4900 FAX (A/C, No): (412) 734-5725 E-MAIL ADDRESS: certs@seubert.com	
<b>INSURED</b> Gregori Construction Inc. P.O. Box 121 736 Ekastown Rd Sarver PA 16055		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Zurich American Insurance Company 16535 INSURER B: American Guarantee & Liability 26247 INSURER C: Charter Oak Fire Insurance Company 25615 INSURER D: Berkley Assurance Company 39462 INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 23-24 Master w/ Inst Ftr REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	GLO464300211	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> DOC		Y	BAP464300311	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC791767305	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC464300111	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment Installation Floater			QT6606D441450COF23	10/01/2023	10/01/2024	\$1,000,000 \$350,000 \$2,500 Deductible \$2,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 D) Professional & Pollution - 10/01/2023 - 10/01/2025 - Policy #PCXDB50231991023 - \$2,000,000 Limit \$25,000 Deductible  
 A) Hired Auto Physical Damage - 10/01/2023 - 10/01/2024 - Policy #: BAP464300311 - Limit: Actual Cash Value - FL Deductibles: \$100 Comprehensive, \$500 Collision - PA Deductibles: \$500 Comprehensive, \$500 Collision  
 Re: Agreement no: 13469 | Project no: 8205502 | Project: Main Street Detention Pond Outflow Filter with Gregori Construction - the installation of an outflow filter, and associated site work containing media to reduce nutrient loads discharged from an existing detention pond.

<b>CERTIFICATE HOLDER</b> The Alachua County Board of County Commissioners 408 W. University Ave., Suite 106 Gainesville, FL 32601	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 00000556

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY Seubert & Associates, Inc.		NAMED INSURED Gregori Construction Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

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

The Alachua County Board of County Commissioners (Owner), its officials, employees and volunteers are additional insureds on the general liability and auto liability per written contract. Thirty days' notice of cancellation applies except in the event of non-payment of premium.

**EXHIBIT 9: CONTRACTOR’S FINAL PAYMENT AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

(1) He or she is the (title) \_\_\_\_\_, of \_\_\_\_\_, which does business in the State of Florida, hereinafter referred to as the “Contractor.”

(2) Contractor, pursuant to that certain General Construction Agreement No. \_\_\_\_\_ (“Agreement”) with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “Owner,” has furnished or caused to be furnished labor, materials, and services for Bid or RFP No. 23-351; #13469 - Main Street Detention Pond Outflow Filter with Gregori Construction, as more particularly set forth in said Agreement.

(3) This affidavit is executed by Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$\_\_\_\_\_.

(3) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Agreement (“Claimants”), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(4) Contractor certifies, represents and warrants that all Work to be performed under the Agreement has been fully completed, and all Claimants have been paid in full.

(5) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in agreement or in tort, against Owner relating in any way to the performance of the Agreement.(6) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(7) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by the Agreement.

**Contractor:**

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

Its: \_\_\_\_\_

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

[Corporate Seal]

\_\_\_\_\_  
\_\_\_\_\_  
Witnesses

STATE OF \_\_\_\_\_

**EXHIBIT 10: FINAL PAYMENT BOND WAIVER FORM**

**WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND  
(FINAL PAYMENT)**

**OWNER:** Alachua County, a charter county and political subdivision of the State of Florida

**CONTRACTOR:** Gregori Construction, Inc.

**PROJECT:** General Construction Agreement No. 13469 (“Agreement”) for labor, materials, and services for Bid or RFP No. 23-351 Alachua County #13469 - Main Street Detention Pond Outflow Filter with Gregori Construction

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$ \_\_\_\_\_, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through \_\_\_\_\_ (insert date) to \_\_\_\_\_, on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON \_\_\_\_\_.

Claimant: \_\_\_\_\_

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

(Name)

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

(Print Title)

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

**EXHIBIT 11: CERTIFICATION OF MEETING ALACHUA COUNTY WAGE ORDINANCE**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance (“Wage Ordinance”).

Gregori Construction, Inc.  
736 Ekastown Road  
Sarver, PA 16055  
(321) 607-6160  
[agregori@gregori-inc.com](mailto:agregori@gregori-inc.com)

Project Description: **#13469 - Main Street Detention Pond Outflow Filter with Gregori Construction;** the installation of an outflow filter, and associated site work containing media to reduce nutrient loads discharged from an existing detention pond.

**CONTRACTOR**

DocuSigned by:  
*Chris Kurek*  
By: FCDA08C4678048E  
Print: Chris Kurek  
Title: Southern Regional Manager  
Date: 6/26/2024

**IF CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

**EXHIBIT 12: PLANS**



<p><b>NOTES:</b></p> <p>1. SEE SHEET 4-1 FOR GENERAL NOTES AND SPECIFICATIONS.</p> <p>2. SEE SHEET 4-2 FOR GENERAL NOTES AND SPECIFICATIONS.</p> <p>3. SEE SHEET 4-3 FOR GENERAL NOTES AND SPECIFICATIONS.</p> <p>4. SEE SHEET 4-4 FOR GENERAL NOTES AND SPECIFICATIONS.</p> <p>5. SEE SHEET 4-5 FOR GENERAL NOTES AND SPECIFICATIONS.</p> <p>6. SEE SHEET 4-6 FOR GENERAL NOTES AND SPECIFICATIONS.</p> <p>7. SEE SHEET 4-7 FOR GENERAL NOTES AND SPECIFICATIONS.</p> <p>8. SEE SHEET 4-8 FOR GENERAL NOTES AND SPECIFICATIONS.</p> <p>9. SEE SHEET 4-9 FOR GENERAL NOTES AND SPECIFICATIONS.</p> <p>10. SEE SHEET 4-10 FOR GENERAL NOTES AND SPECIFICATIONS.</p>	<p><b>EXISTING INFRASTRUCTURE:</b></p> <p>1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE EXISTING INFRASTRUCTURE PLAN AND SPECIFICATIONS.</p> <p>2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE EXISTING INFRASTRUCTURE PLAN AND SPECIFICATIONS.</p> <p>3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE EXISTING INFRASTRUCTURE PLAN AND SPECIFICATIONS.</p>	<p><b>PROPOSED EROSION AND SEDIMENT CONTROL:</b></p> <p>1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROPOSED EROSION AND SEDIMENT CONTROL PLAN AND SPECIFICATIONS.</p> <p>2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROPOSED EROSION AND SEDIMENT CONTROL PLAN AND SPECIFICATIONS.</p> <p>3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROPOSED EROSION AND SEDIMENT CONTROL PLAN AND SPECIFICATIONS.</p>	<p><b>PROPOSED MAIN STREET WET DETENTION POND:</b></p> <p>1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROPOSED MAIN STREET WET DETENTION POND PLAN AND SPECIFICATIONS.</p> <p>2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROPOSED MAIN STREET WET DETENTION POND PLAN AND SPECIFICATIONS.</p> <p>3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROPOSED MAIN STREET WET DETENTION POND PLAN AND SPECIFICATIONS.</p>	<p><b>PROPOSED MAIN STREET WET DETENTION POND FILTER:</b></p> <p>1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROPOSED MAIN STREET WET DETENTION POND FILTER PLAN AND SPECIFICATIONS.</p> <p>2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROPOSED MAIN STREET WET DETENTION POND FILTER PLAN AND SPECIFICATIONS.</p> <p>3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROPOSED MAIN STREET WET DETENTION POND FILTER PLAN AND SPECIFICATIONS.</p>	<p><b>GENERAL NOTES:</b></p> <p>1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE GENERAL NOTES AND SPECIFICATIONS.</p> <p>2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE GENERAL NOTES AND SPECIFICATIONS.</p> <p>3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE GENERAL NOTES AND SPECIFICATIONS.</p>
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WSP  
 1000 N. 10TH AVENUE, SUITE 100  
 DENVER, CO 80218  
 (303) 733-7000  
 WWW.WSPINC.COM

1000 N. 10TH AVENUE, SUITE 100  
 DENVER, CO 80218  
 (303) 733-7000  
 WWW.WSPINC.COM

**PROJ. TITLE**  
**MAIN STREET WET DETENTION POND FILTER**

**OWNER**  
 WSP INC.

**DATE**  
 08/17/2022

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

**GENERAL NOTES:**

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE GENERAL NOTES AND SPECIFICATIONS.

2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE GENERAL NOTES AND SPECIFICATIONS.

3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE GENERAL NOTES AND SPECIFICATIONS.

NO.	DESCRIPTION	DATE



**WSP**

2275 W. 95th St.  
 Omaha, NE 68122  
 402.476.2200  
 www.wspinc.com

PROJECT OWNER:  
 TERRY OWENS  
 13469 GREGORY DRIVE  
 OMAHA, NE 68131

PROJECT:  
**MAIN STREET  
 WET DETENTION  
 POND  
 OUTFLOW  
 FILTER**

OWNER:  
 WSP  
 2275 W. 95th St.  
 Omaha, NE 68122

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

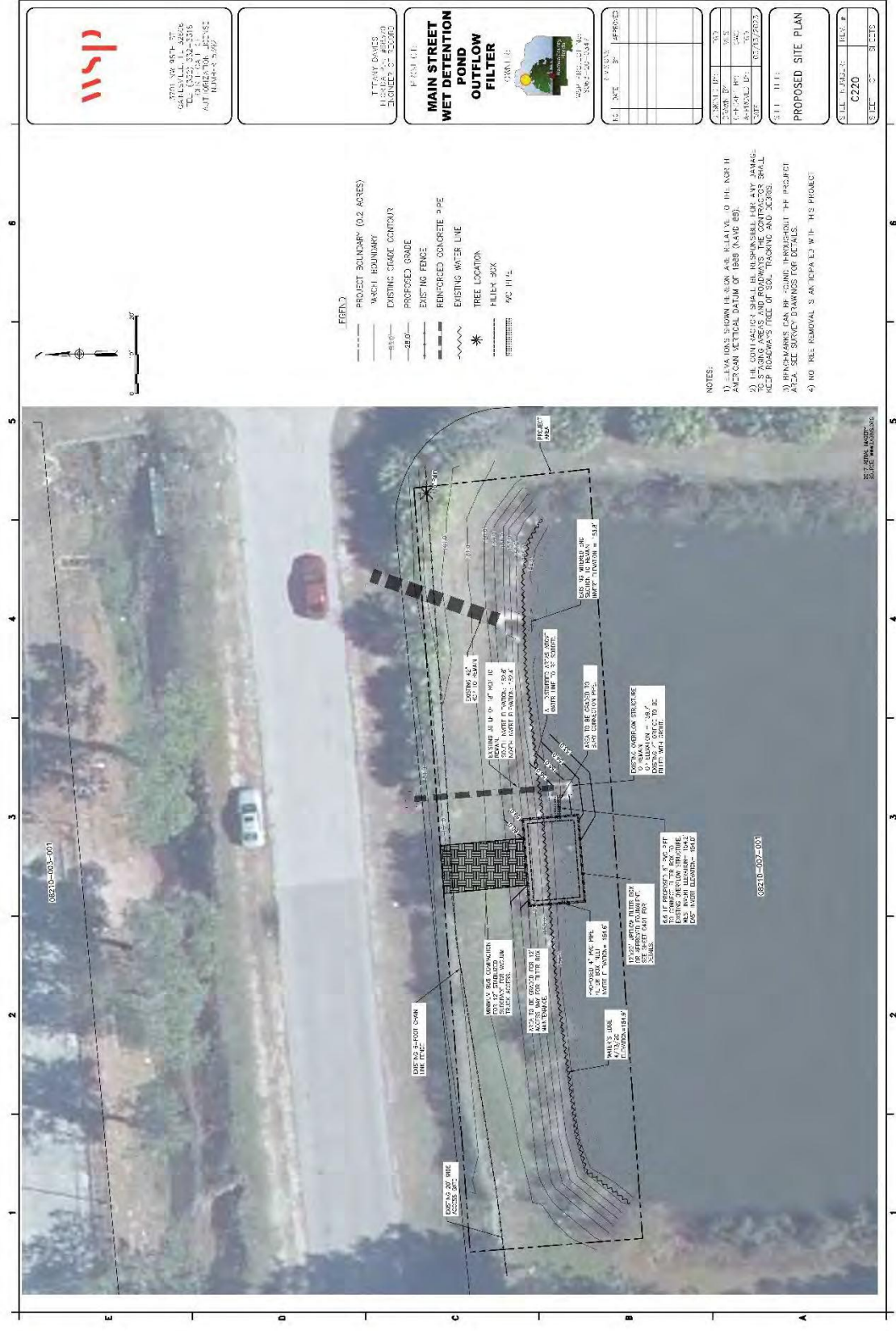
NO.	DESCRIPTION	DATE

- LEGEND:**
- PROJECT BOUNDARY (0.2 ACRES)
  - PARCEL BOUNDARY
  - EXISTING CHAIN CONDUIT
  - REINFORCED CONCRETE PIPE
  - EXISTING FENCELINE
  - EXISTING WATER LINE
  - FIR HYDRANT
  - TREE LOCATION

- NOTES:**
- 1) ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAD 83).
  - 2) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CONTRACTOR SHALL VERIFY ROADWAY WIDTHS, TRACKING AND DEEBERS.
  - 3) BENCHMARKS CAN BE FOUND THROUGHOUT THE PROJECT AREA. SEE SURVEY DRAWINGS FOR DETAILS.
  - 4) NO TREE REMOVAL IS ANTICIPATED WITH THIS PROJECT CONSTRUCTION.
  - 5) CONTRACTOR SHALL LOCATE UTILITIES PRIOR TO CONSTRUCTION.







3701 NW 85TH ST  
GAINESVILLE, FL 32606  
TEL: 352-385-1000  
FAX: 352-385-1001  
WWW.WSPFL.COM

PROJECT: TERRY DAVIS HIGHWAY 20 BYPASS  
DRAWN BY: [Redacted]

**MAIN STREET WET DETENTION POND OUTFLOW FILTER**

DATE: 08/12/2024  
SCALE: 1" = 20'-0"

NO.	DATE	DESCRIPTION

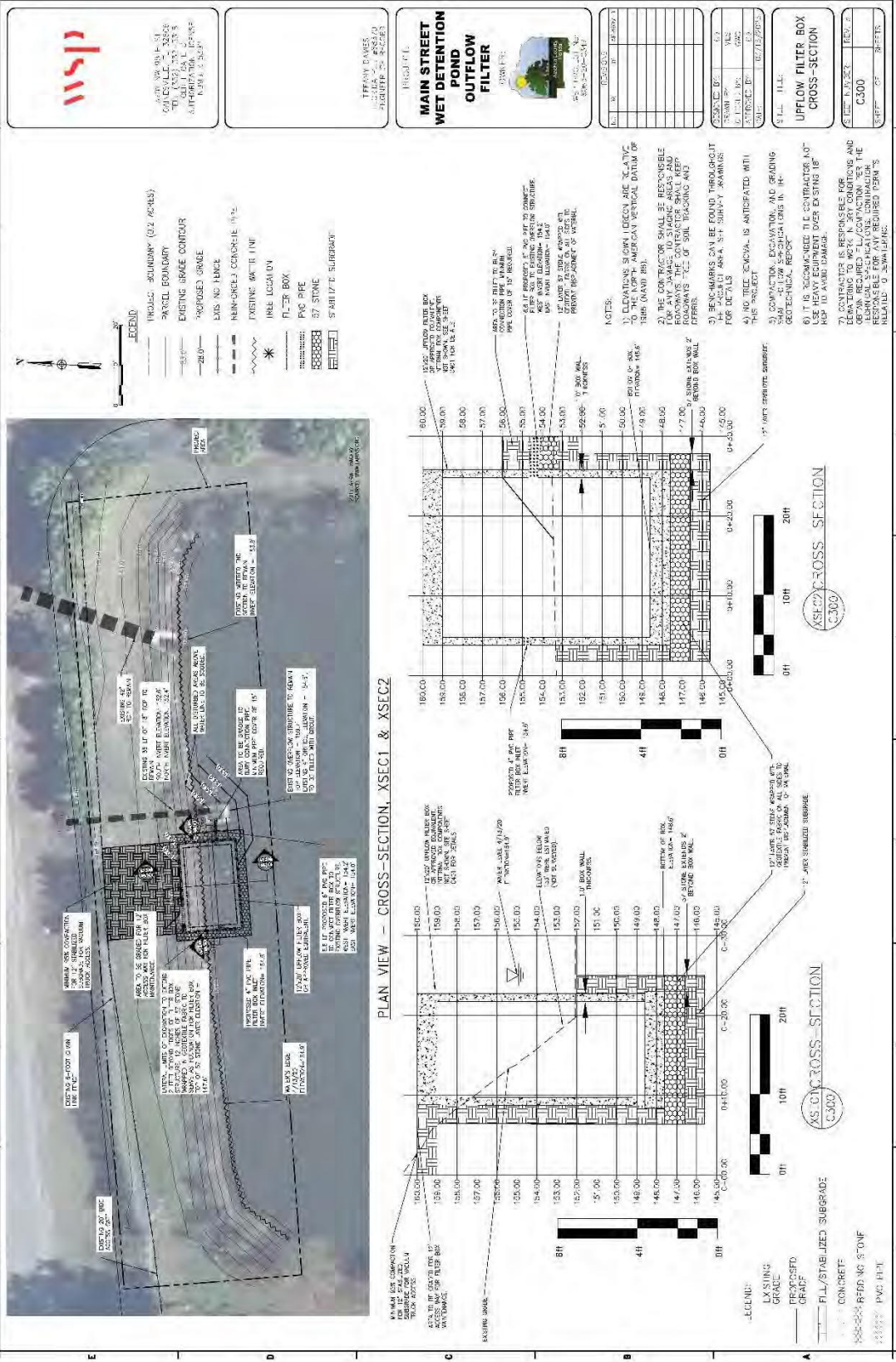
DATE PLOTTED:	08/12/2024
SCALE:	1" = 20'-0"
PROJECT NO.:	24010-001
DRAWING NO.:	08/12/2024

**PROPOSED SITE PLAN**

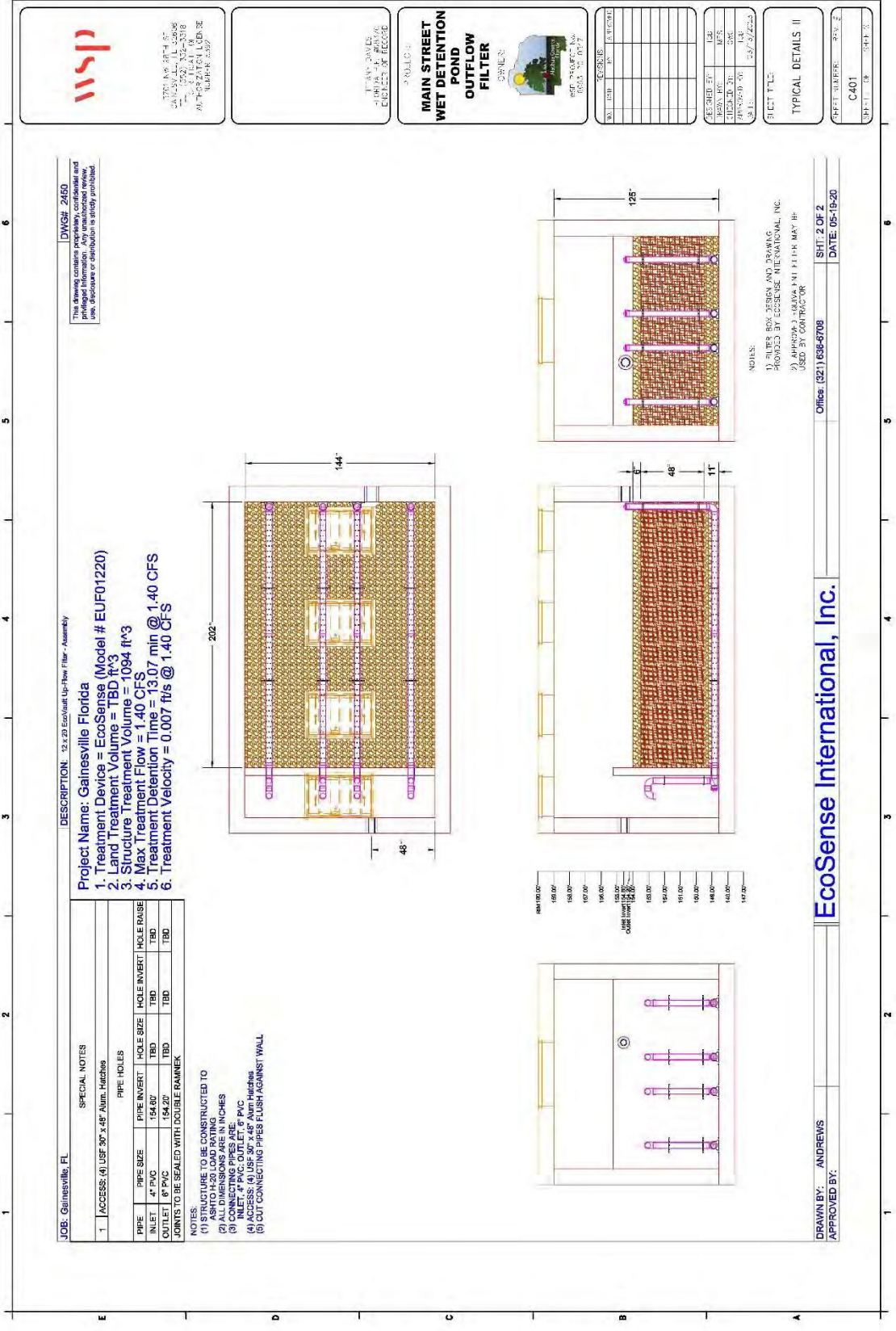
SHEET NO.:	0220
TOTAL SHEETS:	03

- LEGEND**
- PROJECT BOUNDARY (0.2 ACRES)
  - WADSWORTH BOUNDARY
  - EXISTING GRADE CONTOUR
  - PROPOSED GRADE
  - EXISTING FENCE
  - REINFORCED CONCRETE PIPE
  - EXISTING WATER LINE
  - TREE LOCATION
  - HOLEY BOX
  - 4" C. PIPE

- NOTES:**
- 1) ELEVATIONS SHOWN BELOW ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1985 (NAVD 85).
  - 2) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES AND SHALL KEEP RECORDS OF ALL UTILITIES FOUND.
  - 3) REINFORCING CAN BE USED IN ACCORDANCE WITH THE PROJECT AREA SEE SURVEY DRAWINGS FOR DETAILS.
  - 4) NO TREE REMOVAL IS ANTICIPATED WITH THIS PROJECT.







**DWG# 2450**  
 This drawing contains proprietary, confidential and privileged information. Any unauthorized review, copying, reproduction or distribution is strictly prohibited.

**DESCRIPTION:** 12 x 20 EcoVault Up-Flow Filter - Assembly  
**Project Name:** Gainesville Florida  
 1. Treatment Device = EcoSense (Model # EUF01220)  
 2. Land Treatment Volume = TBD ft<sup>3</sup>  
 3. Structure Treatment Volume = 1094 ft<sup>3</sup>  
 4. Max Treatment Flow = 1.40 CFS  
 5. Treatment Detention Time = 13.07 min @ 1.40 CFS  
 6. Treatment Velocity = 0.007 ft/s @ 1.40 CFS

SPECIAL NOTES			
1. ACCESS: (A) 15F 30" x 48" Alum. Hatchings			
PIPE HOLES			
PIPE	PIPE SIZE	PIPE INVERT	HOLE INVERT
INLET	4" PVC	154.00'	TBD
OUTLET	6" PVC	154.20'	TBD
JOINTS TO BE SEALED WITH DOUBLE RAINEK			

- NOTES:**  
 (1) STRUCTURE TO BE CONSTRUCTED TO ASPH/FL30 LOAD RATING  
 (2) ALL CONCRETE TO BE FINISHED WITH FORMS  
 (3) CONNECTING PIPES ARE 12" DIA.  
 (4) INLET, 4" PVC; OUTLET, 6" PVC  
 (5) ALL CONCRETE TO BE FINISHED WITH FORMS  
 (6) CUT CONNECTING PIPES FLUSH AGAINST WALL

**MAIN STREET WET DETENTION POND OUTFLOW FILTER**  
 DATE: 05-19-20  
 PROJECT NO: 8205502

**PROJECT INFORMATION**  
 SHEET NO: 01  
 SHEET TOTAL: 02

NO.	DATE	DESCRIPTION

DESIGNED BY: LCB  
 DRAWN BY: MFS  
 CHECKED BY: GSE  
 IN CHARGE: JLF  
 DATE: 05-19-20

**TYPICAL DETAILS II**

SHEET NUMBER: 01 OF 02  
 PROJECT NUMBER: 8205502

**NOTES:**  
 1. FILES FOR DESIGN AND DRAWING PROVIDED BY ECOSENSE INTERNATIONAL, INC.  
 2. APPROVED FOR CONSTRUCTION BY THE CITY OF GAINESVILLE, FL  
 3. USE AS SHOWN OR

Office: (352) 636-6708  
 Office: (352) 636-6708  
 Office: (352) 636-6708

**EcoSense International, Inc.**

DRAWN BY: ANDREWS  
 APPROVED BY:

SHEET: 2 OF 2  
 DATE: 05-19-20

**Certificate Of Completion**

Envelope Id: 884A3D3C9CDF4DE1B688DFBFF24165B9 Status: Completed  
 Subject: Complete with DocuSign: #13469 - Main Street Detention Pond Outflow Filter with Gregori Constru...  
 Source Envelope:  
 Document Pages: 117 Signatures: 2 Envelope Originator:  
 Certificate Pages: 5 Initials: 0 Michelle Guidry  
 AutoNav: Enabled mguidry@alachuacounty.us  
 Envelope Stamping: Enabled IP Address: 163.120.80.69  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

**Record Tracking**

Status: Original Holder: Michelle Guidry Location: DocuSign  
 6/26/2024 12:01:02 PM mguidry@alachuacounty.us  
 Security Appliance Status: Connected Pool: StateLocal  
 Storage Appliance Status: Connected Pool: Alachua County Location: DocuSign

**Signer Events**

Chris Kurek  
 CKurek@gregori-inc.com  
 Southern Regional Manager  
 Security Level: Email, Account Authentication (None)

**Signature**

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 45.3.148.206

**Timestamp**

Sent: 6/26/2024 12:06:59 PM  
 Viewed: 6/26/2024 12:29:44 PM  
 Signed: 6/26/2024 1:12:40 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/26/2024 12:29:44 PM  
 ID: d8da44ac-0be5-4b94-ab28-1140f4e06a4a

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Thomas (Jon) Rouse  
 trouse@alachuacounty.us  
 Contracts Supervisor  
 Alachua County Board of County Commissioners  
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/26/2024 1:12:42 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Barbara Fair  
 bafair@alachuacounty.us  
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/26/2024 1:12:43 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Carolyn Miller crmiller@alachuacounty.us Procurement Specialist Procurement Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/26/2024 1:12:43 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/26/2024 12:07:00 PM
Certified Delivered	Security Checked	6/26/2024 12:29:44 PM
Signing Complete	Security Checked	6/26/2024 1:12:40 PM
Completed	Security Checked	6/26/2024 1:12:43 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

### **To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.