

ADDENDUM No. 8 - May 27th, 2016

BID NO. IFB 16-115, FINANCE PROJECT No. MP 1601 and LS 1601

TROPICAL DRIVE AND BARTON ROAD IMPROVEMENTS

Each recipient of this Addendum No. 8 to the Invitation for Bid (IFB) who responds to the IFB acknowledges all of the provisions set forth in the IFB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced IFB.

GENERAL COMMENTS/CLARIFICATIONS:

1. The City revised the Substantial Completion timeframe to 210 days and Final Completion to 240 days. The revised Contract Documents is attached.
2. The City confirmed that work hours are from 8am to 7pm, Monday through Friday, and on Saturday, from 8am to 6pm. Refer to City of Lake Worth Contract Documents, Section 2, 7.b, Page 6 of 38 for additional requirements.
3. The City plans to award the construction contract in June 2016.
4. The City provided clarification that the “even though the project is partially funded by the CDBG grant, the entire project is subject to Federal requirements and is required to comply with Davis-Bacon Act for hourly wages.
5. The four (4) Federal forms and the Workforce Projection form in “Appendix A”, are to be returned with the Bid package documents (B1).
6. The Schedule of Bid Items was revised to better correlate to Section 01025 Measurement and Payment Procedures. The revised Schedule of Values (SOV) and Section 01025 is attached.
7. The items listed below were removed from the SOV to better correlate to Section 01025 Measurement and Payment Procedures:
 - a. 6” concrete driveway was removed from the SOV - this item is incidental to trench restoration (01025-8, 1.11, B. 6)
 - b. 6” header curb was removed from the SOV - this item is incidental to trench restoration (01025-8, 1.11, B. 6)
 - c. 6” type F curb was removed from the SOV - this item is incidental to trench restoration (01025-8, 1.11, B. 6)
 - d. Trench restoration/patch work for multiple new water services are incidental to trench restoration and not listed in the SOV - this item is incidental to trench restoration (01025-8, 1.11, B. 6)

8. Drawings sheets C208, C218 and C302 provided in Addendum 3 were required due to modification to the Town of Lantana water main interconnection. That change allows for two-way flow.
9. The City of Lake Worth Approved Product List was removed from Bid package.
10. The List of Approved Sanitary Liner Installer was deleted from Section 02538.
11. Reference to any specific manufacturer listed in the drawings or technical specifications was added the words "approved equal."
12. Documents related to Federally and County Funded Community Development Block Grant (CDBG) previously provided, are now included in the Project Specifications Manual as Appendix A.
13. In "Appendix A", the Wage Decision FL160173 Mod -0- **wages have been modified and REPLACED with FL160173 Mod -1, and the Federal Requirements coversheet REPLACED** to reflect the new Wage Decision FL160173 Mod -1 -HWY .

The following changes/clarifications are hereby incorporated into the bid documents/project specifications as follows:

REVISION TO SPECIFICATIONS

1. City of Lake Worth Project Specification Manual Section 00010, DELETE pages 00010-1 to 00010-2 and REPLACE with ATTACHED Section 00010 pages 00010-1 to 00010-2.
2. City of Lake Worth Contract Documents - DELETE pages 1 to 4 of 38, page 6 of 38, page 16 of 38 and pages 18 to 21 of 38 and REPLACE with ATTACHED City of Lake Worth Contract Documents - pages 1 to 4 of 38, page 6 of 38, page 16 of 38 and pages 18 to 21 of 38.
3. Technical Specification Section 01010, DELETE pages 01010-1 to 01010-6 REPLACE with ATTACHED Section 01010 pages 01010-1 to 01010-6.
4. Technical Specification Section 01025, DELETE pages 01025-1 to 01025-16 REPLACE with ATTACHED Section 01025 pages 01025-1 to 01025-16.
5. Technical Specification Section 01110, DELETE pages 01110-1 to 01110-6 REPLACE with ATTACHED Section 01110 pages 01110-1 to 01110-6.
6. Technical Specification Section 01340, DELETE page 01340-5 and REPLACE with ATTACHED Section 01340 page 01340-5.
7. Technical Specification Section 02082, DELETE pages 02082-1 to 02082-8 and REPLACE with ATTACHED Section 02082 pages 02082-1 to 02082-8.
8. Technical Specification Section 02513, DELETE page 02513-2 and REPLACE with ATTACHED Section 02513 page 02513-2.
9. Technical Specification Section 02538, DELETE pages 02538-1 to 02538-6 and REPLACE with ATTACHED Section 02538 pages 02538-1 to 02538-6.
10. Technical Specification Section 02668, DELETE pages 02668-1 to 02668-4 and REPLACE with 2

ATTACHED Section 02668 pages 02668-1 to 02668-4.

11. Technical Specification Appendix A, DELETE City of Lake Worth Approved Product List.

12. Technical Specification Appendix A, ADD ATTACHED Appendix A.

REVISION TO DRAWINGS

1. REPLACE Sheets C002, C100 and C101 with ATTACHED Sheets C002, C100 and C101.

Proposers must acknowledge receipt of this Addendum No. 8 in the space provided below. This Addendum forms an integral part of the IFB documents and therefore must be executed and submitted with you proposal.

Issued By: City of Lake Worth
Finance Office
May 27th, 2016

Signed By: 
Purchasing Agent

PROPOSER/Company

Company Name: _____

Signed By: _____ Print Name: _____

Title: _____

Date: _____

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CITY OF LAKE WORTH

TROPICAL DRIVE AND BARTON ROAD
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City of Lake Worth
FINANCE OFFICE

INVITATION FOR BID

BID # IFB 16-115
FINANCE PROJECT #s MP 1601 and LS 1610

**TROPICAL DRIVE AND BARTON ROAD INFRASTRUCTURE
IMPROVEMENTS PROJECT**

Bid Submission Deadline

Day/ Date: Friday/ June 3, 2016
Time: 3:00PM
Location: Procurement Office
7 North Dixie Highway – 2nd Floor
Lake Worth, FL 33460

Pre-Bid Conference Meeting

Day/ Date: Tuesday/April 26, 2016
Time: 10:00AM
Location: City Hall Conference Room - 1st Floor
7 North Dixie Highway
Lake Worth, FL 33460

Deadline for Questions

Day/ Date: **Wednesday/May 4, 2016**

Deadline for Issuing Addenda

Day/ Date: **Tuesday/May 17, 2016**



FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1651

**INVITATION FOR BID
IFB # 16-115**

**TROPICAL DRIVE AND BARTON ROAD INFRASTRUCTURE
IMPROVEMENTS PROJECT**

The City of Lake Worth is soliciting bids from responsible and experienced contractors to perform construction services for the Tropical Drive and Barton Road Infrastructure Improvements Project.

The scope of work is inclusive of all necessary improvements to construct roadway improvements, sidewalk, curb and gutter, watermain, sanitary sewer improvements, swale construction, new striping and signage and all other associated work for a complete neighborhood infrastructure improvement project. This project is being partially funded through Federal Community Development Block Grant (CDBG) funds.

Section 3 companies are encouraged to bid to the Invitation for Bid and bid advertisement.

Bid documents may be downloaded at the City's website at: www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00PM on June 3, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

A non-mandatory Pre-Bid meeting is scheduled for 10:00AM on Tuesday, April 26, 2016, located at City Hall, 7 North Dixie Highway, Lake Worth, FL 33460. City Hall Conference Room, 1st Floor.

All bids must be delivered or mailed to:

City of Lake Worth, Finance Office – 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # 16-115. Bids shall be accompanied by a certified check, cashier's check, or Bid Bond in an amount not less than 5% of bid.


Hirut Darge, Purchasing Agent

Original Published Date: April 10, 2016
Palm Beach Post

Revised: May 20, 2016

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FOR
TROPICAL DRIVE AND BARTON ROAD INFRASTRUCTURE
IMPROVEMENTS PROJECT

IFB # 16-115

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- **NON COLLUSION AFFIDAVIT OF PRIME BIDDER (FEDERAL)**
- **ANTI-KICKBACK AFFIDAVIT (FEDERAL)**
- **CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR (FEDERAL)**
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SECTION 1 - SCOPE OF WORK

Tropical Drive and Barton Road Infrastructure Improvements Project

The City of Lake Worth is soliciting bids from responsible and experienced contractors to perform construction services for the Tropical Drive and Barton Road Infrastructure Improvements Project.

The scope of work is inclusive of all necessary improvements to construct roadway improvements, sidewalk, curb and gutter, watermain, sanitary sewer improvements, swale construction, new striping and signage and all other associated work for a complete neighborhood infrastructure improvement project. This project is being partially funded through Federal Community Development Block Grant (CDBG) funds.

All work shall be constructed in accordance with the plans as designed by AECOM (URS) Inc. and in accordance with the Florida Department of Transportation's (FDOT) design specifications and standards and City of Lake Worth's Standards and Details available on the City's website at www.lakeworth.org.

The project is being bid and awarded as a unit price contract and quantities are located within this Invitation for Bid on Form B3.

END OF SECTION 1 – SCOPE OF WORK

SECTION 2 – SPECIAL TERMS

1. Pre-Bid Conference

A Pre-Bid Conference is scheduled at 10:00AM on Tuesday, April 26, 2016 at the City Hall Conference Room, 7 North Dixie Highway, Lake Worth, Florida 33460 to provide potential bidders the opportunity to ask questions and receive clarification concerning the project.

2. Time of Completion and Liquidated Damages. The work to be performed under this project shall commence on the date of Notice to Proceed. The work shall be substantially completed within **210 DAYS** after the date of such notice, and fully completed within **240 DAYS**, with such extensions of time as are provided for in the General Terms and Conditions. Liquidated damages for delay are agreed to be \$500 per calendar day.

3. Permits and Fees. In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of Lake Worth for following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

<u>(Permit)</u>	<u>(Fee/Amount or calculation)</u>
Individual Plumbing Permit	3% of the cost of relocating each meter (if cost per meter relocation is less than \$2,500, the permit fee is \$75 per meter)

4. Licenses. Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:

- State of Florida General Contractor license OR
- State of Florida Underground Utility Contractor license

b. Work hours are from 8am to 7pm, Monday through Friday, and on Saturday, from 8am to 6pm. Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. Due to this is being a grant funded project, the Municipality may request DES for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, DES may, at its discretion, grant the Municipality such waiver. No work on Sunday & Holiday, unless a waiver is authorized by both Public Services and DES with at least a 48 hours advanced notice.

c. The Section 3 report is a requirement for this project. Section 3 companies are encouraged to bid. The local Workforce Investment Board, Inc. may be able to assist with recruiting from low income populations. Contractors can contact:

Michelle Dryer, Director of Community Partnership
(561) 340-1060 x2487, MDryer@CareerSourcePBC.com

The services to be provided under this IFB are set to commence upon the City's issuance of a notice to proceed. Due to the nature of the services, the notice to proceed may be by oral communication to the selected bidder. All bidders must have all necessary equipment and/or personnel to immediately commence upon receipt of the notice to proceed.

END OF SECTION 2 – SPECIAL TERMS

SECTION 3 - MINIMUM QUALIFICATIONS

CHECKLIST

Contractors must meet the following minimum requirements in order to be considered for award.

Contractors not meeting these requirements will be disqualified. All decisions of the City are final.

- 1) Contractor must have served as prime contractor for a minimum of two similar (2) projects involving similar scope of work (roadway construction, watermain, storm drainage) and similar size projects within the last thirty six (36) months.

Complete Form A1 - Contractor's Prior Experience Form

- 2) Contractor must possess an active General Contractor license OR Underground Utility Contractor license in the State of FL. Please submit a copy of the license with this bid submittal package.

END OF SECTION 3 – MINIMUM QUALIFICATIONS

BID PACKAGE COVER SHEET

IFB # 16-115

Project Title: Tropical Drive and Barton Road Infrastructure Improvements Project

Bidder Company Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet. (B1)
- _____ 2. Prior Experience. (A1)
- _____ 3. Bid (B2) **Must be signed.**
- _____ 4. Schedule of Bid Items (B3) **Must be signed.**
- _____ 5. Substitution Sheet (B4). If none, mark "none".
- _____ 6. Schedule of Sub-contractors (B5). If none, mark "none".
- _____ 7. Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 8. Reference List (B7)
- _____ 9. Drug Free Certification (B8)
- _____ 10. Trench Safety Compliance Form (B9)
- _____ 11. Contractor's Existing and Projected Workload (B10)
- _____ 12. Bid bond or Deposit
- _____ 13. Copies of Licenses, Certifications and Registrations (Contractor to Supply)
- _____ 14. Form's Packet for Federally Funded Projects – **Appendix A**
 - Non-Collusion Affidavit of Prime Bidder (Federal)
 - Anti-Kickback Affidavit (Federal)
 - Certification of Eligibility of General Contractor (Federal)
 - Certification of Non-Segregated Facilities (Federal)
 - Workforce Projection (not Federal)
- _____ 15. Sample of your Daily Reporting Form and Employee Sign-In Sheet
- _____ 16. Any issued Addenda

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and TWO (2) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

(B2)

BID

Tropical Drive and Barton Road Infrastructure Improvements Project

IFB # 16-115

Proposal of: _____
(Bidder Company Name)

Bid Amount: \$ _____

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$ _____.
5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, a Payment Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
6. Bidder understands that the contract time starts on the date of Notice to Proceed.
7. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
8. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or **sub**-subcontractor on this project.
9. The work shall be substantially completed within **210 DAYS** after the date of such notice, and fully completed within **240 DAYS**, with such extensions of time as are provided for in the General Terms and Conditions.

IFB # 16-115

SCHEDULE OF UNIT BID ITEMS

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are intended to equal the total base bid as submitted at the top of page 16 of the IFB. These prices are used as a tool for the evaluation of the bid(s).

Item No	Description	EST QTY	Units	Unit Cost	Value
WATER UTILITIES					
1	Furnish and install 4" PVC (Polyvinyl Chloride) C-900 (DR-18) water main pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system.	30	LF		
2	Furnish and install 6" PVC (Polyvinyl Chloride) C-900 (DR-18) water main pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system.	50	LF		
3	Furnish and install 8" PVC (Polyvinyl Chloride) C-900 (DR-18) water main pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system.	3500	LF		
4	Furnish and install 12" PVC (Polyvinyl Chloride) C-900 (DR-18) water main pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system.	3500	LF		
5	Furnish and install 4" DIP (Ductile Iron Pipe) water main pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system.	40	LF		
6	Furnish and install 6" DIP (Ductile Iron Pipe) water main pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system.	400	LF		
7	Furnish and install 8" DIP (Ductile Iron Pipe) water main pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system.	150	LF		
8	Furnish and install 12" DIP (Ductile Iron Pipe) water main pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system.	310	LF		
9	Furnish and install Compact Ductile Iron Fittings (Teas, Elbows, Crosses, etc.).	6.84	TONS		
10	Furnish and install 12" resilient wedge gate valve and appurtenances.	6	EA		
11	Furnish and install 8" resilient wedge gate valve and appurtenances.	5	EA		
12	Furnish and install 6" resilient wedge gate valve and appurtenances.	14	EA		
13	Furnish and install 2" resilient wedge gate valve and appurtenances.	1	EA		
14	Furnish and install 12"x12" stainless steel tapping saddle assembly, including valve, appurtenances and all site restoration.	1	EA		

15	Furnish and install 12"x8" stainless steel tapping saddle assembly, including valve, appurtenances and all site restoration.	2	EA		
16	Furnish and install 6" x 6" stainless steel tapping sleeve assembly, including valve, appurtenances and all site restoration.	1	EA		
17	Furnish and install fire hydrant assemblies on proposed water main, including tee, valve and appurtenances.	6	EA		
18	Reconnect existing fire hydrant to proposed water main.	5	EA		
19	Furnish and install new watermain interconnection assembly, meters, check valves, strainers and pre-cast vault.	1	LS		
20	Furnish and install sampling point.	11	EA		
21	Furnish and install 1" Short Single water service including poly pipe, saddle, corporation stop and curb stop, including all appurtenances and site restoration. Includes connecting new service from new water main with new meter to the relocated/existing front yard meter box.	15	EA		
22	Furnish and install 1" Long Single water service including poly pipe, saddle, corporation stop and curb stop, including all appurtenances and site restoration. Includes connecting new service from new water main with new meter to the relocated/existing front yard meter box.	20	EA		
23	Furnish and install 1" Short Double water service including poly pipe, saddle, corporation stop and curb stop, including all appurtenances and site restoration. Includes connecting new service from new water main with new meter to the relocated/existing front yard meter box.	15	EA		
24	Furnish and install 1" Long Double water service including poly pipe, saddle, corporation stop and curb stop, including all appurtenances and site restoration. Includes connecting new service from new water main with new meter to the relocated/existing front yard meter box.	22	EA		
25	Water service (1") transfer from rear to front of property – complete water service installation including abandonments of existing meter location and private service line, installation of contractor furnished materials, completion of right of entry forms, plumbing permits, installation of private service line to the existing house valve location, meter yoke, expansion nut, tail piece and complete restoration. Includes relocating the existing meter and box to the front of the property, furnishing and installing 1" water service and connecting of new services to the relocated meter.	101	EA		
26	Water service (1") transfer from rear to front of property - Individual Plumbing Permit - The permit fee is 3% of the cost for relocating each meter. If cost per meter is less than \$2,500.00, the permit fee is \$75.00 per meter.	101	EA		
27	Grout and place out of service existing water main 6" and above.	860	LF		
28	Cut, cap and place out of service existing water main up to 4".	29	EA		
29	Removal & disposal of tree.	5	EA		
30	Furnish and install air release valve. This item includes, but is not limited to, air release valve, strapping saddle, corporation stop, manhole/vault and all appurtenances necessary for the complete system.	4	EA		
Water Utility Subtotal:					
SEWER UTILITIES					
31	Relining of 8" VCP sewer pipe, including bypass and cleaning 6-10"	5000	LF		
32	Relining of 6" sewer lateral	120	EA		
33	Furnish and install new 6" PVC-SDR 26 (Polyvinyl Chloride) cleanout	120	EA		

34	Manhole Adjustment	20	EA		
Sewer Utility Subtotal:					
ROADWAY CONSTRUCTION					
35	Concrete sidewalk, 4" thick	2200	SY		
36	Monolithic vertical curb, gutter and sidewalk	160	SY		
37	Concrete Curb Removal	1100	LF		
38	Mill existing asphalt pavement	23000	SY		
39	Furnish and Place 3/4" Type S-III Asphalt	11500	SY		
40	Furnish and Place 1-1/2" Type S-III Asphalt	14000	SY		
41	Remove and Reinstall Wood Fence and Gate (N. Ridge Road)	1	LS		
42	Curb Ramp	48	SF		
43	Asphalt Overbuild (for leveling and pothole repair)	100	TONS		
44	Sod (Bahia)	260	SY		
Roadway Construction Subtotal:					
PAVEMENT MARKINGS & SIGNAGE					
45	Thermoplastic, STD, White, Solid, 6"	100	LF		
46	Thermoplastic, STD, White, Solid, 12"	910	LF		
47	Thermoplastic, STD, White, Solid, 18"	752	LF		
48	Thermoplastic, STD, White, Solid, 24"	330	LF		
49	Thermoplastic, Double, Yellow, Solid, 6"	400	LF		
50	Retro-Reflective Pavement Markers	11	EA		
51	Detectable Warnings	435	SF		
Pavement Markings & Signage Subtotal:					
SUB TOTAL CONSTRUCTION COSTS					
GENERAL CONDITIONS					
52	Preconstruction Video	1	LS		
53	Mobilization	1	LS		
54	Maintenance of Traffic (per FDOT Index 600 and FDOT Standard Specifications 536) -	1	LS		
55	Bonds and Insurance	1	LS		
56	Permits (Palm Beach County Health Department Clearances)	1	LS		
57	Provide National Pollutant Discharge Elimination System Permit (NPDES) and dewatering permit from applicable agencies. Contractor shall be limited to a maximum of one and one-half (1.5%) of the Sub Total Base Bid Price.	1	LS		
58	Record Drawings	1	LS		
59	Allowance	1	LS	\$70,000.00	
SUB TOTAL GENERAL CONDITIONS					
GRAND TOTAL BID PRICE					

Name of Firm: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

A. The work under this project consists of:

The City of Lake Worth is seeking the services of a qualified Contractor to perform the following in accordance with the Tropical Drive and Barton Street Construction Drawings. This general summary is not intended to be complete and all inclusive of the required work Items:

1. Install approximately 3,500 LF of 12" PVC C-900 (DR-18), 3,500 LF of 8" PVC C-900 (DR-18), 50 LF of 6" PVC C-900 (DR-18) and 40 LF of 4" PVC C-900 (DR-18); install approximately 220 LF of 12" Ductile Iron Pipe (DIP), 150 LF of 8" DIP, 400 LF of 6" DIP, and 40 LF of 4" DIP of potable water main including fire hydrants and appurtenances; provide 72 new residential front yard service connections and relocate 101 from the back of the lot to the front yard.
2. Relining approximately 5,000 LF of 8" VCP trunk line including 120 laterals (6") and provide respective clean outs.
3. Road roadway reconstruction, manhole adjustment, pavement markings and signage.
4. Sidewalk, curbs, ADA Standards and pedestrian ramps requirement implementation, driveway and drainage swale reconstruction and sodding.

C. Omission of a specific item or component of a system obviously necessary for the proper functioning of the equipment or system shall not relieve the Contractor of the responsibility of furnishing the item as part of the work at no additional expense to the Owner.

D. Except as specifically noted elsewhere, Contractor(s) shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, water, heat, utilities, and temporary facilities necessary for the proper execution and completion of work.

E. Concurrent with the installation of the water main, drainage or sanitary sewer improvements and when shown on the project construction drawings, the work includes swale development and improvements on both sides of the streets in the project area. Work includes re-grading, driveway apron reconstruction and all surface restoration.

F. Restoration shall immediately follow the acceptance of required system testing and be performed as required by Section 02960 RESTORATION OF SURFACE IMPROVEMENTS.

1.02 RELATED REQUIREMENTS

- A. Measurement and Payment Procedures: Section 01025
- B. Construction Facilities and Temporary Controls: Section 01500
- C. Restoration of Surface Improvements: Section 02960

1.03 CONTRACTS

- A. Construct the Work in accordance with Section 01025: Measurement and Payment Procedures.

1.04 CONTRACTOR'S USE OF SITE/PREMISES

- A. Contractor shall limit their use of the premises for Work and storage, to the areas designated.
- B. Coordinate use of premise under direction of CITY and/or CONSULTANT.
- C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.
- D. Move any stored Products, under Contractor's control, which interfere with operations of the CITY, other contractors or the general public.

1.05 SAFETY AND OSHA COMPLIANCE

- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

PART 2 – PRODUCTS

- 2.01 All materials shall be per City of Lake Worth Approved Product List Manufacturers, or Approved Equal. Preferences are given to materials MADE IN THE UNITED STATES OF AMERICA, as well as, ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star-Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range makers by 3M from Mexico.

2.02 SALVAGED MATERIALS

In the absence of special provisions to the Contract, salvaged materials, equipment or supplies that occur are the property of the CITY and shall be cleaned, stored and delivered to the CITY as directed by the CITY's Project Manager.

2.03 CERTIFIED CHEMICALS

The Contractor shall use U.S. Department of Agriculture certified chemicals only during performance of all work under this contract. All chemicals used during project construction or furnished for project whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA and be accompanied by an MSDS. Use of all such chemicals and disposal of residue shall be in strict conformance with manufacturer's instructions.

PART 3 – EXECUTION

3.01 CONTRACTOR SUPERVISION

- A. As required by the Contract Documents, the Contractor's Project Representative (Superintendent) shall be on site at all times and actively engaged in controlling and coordinating all on site project activities including direction and oversight of self-performed and subcontractor work activities.
- B. The Superintendent/Contractor's Project Representative shall have the full authority to receive instructions to execute the orders or directions of the CITY and CONSULTANT.

3.02 GENERAL

- A. The Contractor shall, prior to entering any section, prepare Pre Construction video and digital photographs, in accordance with Section 01390 VIDEO SITE SURVEY, of each property and Right-of-Way (ROW) areas to determine existing site conditions. Together the video and photographs will provide the basis for the condition of restoration required in Section 02960 RESTORATION OF SURFACE IMPROVEMENTS.
- B. The Contractor shall notify all property owners / residents forty-eight (48) hours prior to working in public Rights-of-Way or easements affecting or adjoining their properties. Notification shall be by hand-delivered flyer that shall contain the following information:
 - 1. Project Name
 - 2. Date of Commencement

3. Description of Work
4. Name of Contractor
5. Name of Contractor's Representative
6. Local Phone Number of Contractor's Representative

The CITY must approve the Contractor's notification prior to issuance. Contractor must submit Contractor's Notification to CITY and CONSULTANT in writing within one (1) week prior to working in public Right-Of-Ways (ROW) or easements affecting for adjoining property owner's property.

- C. The Contractor shall, prior to the removal of any fences, erect temporary fences to secure the owner's property. These temporary fences shall be of 4' high woven wire (2" x 4" grid), on the T line post 10' on centers. These fences shall run along the easement line and will remain in place until the permanent fence is re-erected.
- D. The Contractor shall not start major construction activities, such as pipeline and structure excavations, or preparation for major activities, such as setting wellpoints and header pipe, just prior to extended holiday periods such as the typical week taken off at the end of each year.

3.03 NPDES COMPLIANCE

- A. Prior to the commencement of work, the Contractor must obtain the permit coverage for stormwater discharge from large and small construction activities and must implement appropriate pollution prevention techniques and SWPPP to minimize erosion and sedimentation to properly manage the stormwater runoff. The Contractor shall prepare a NPDES Site Plan including sketches and Best Management Practice procedures for review and comment from the Project Manager. The NPDES Site Plan shall include the control of stormwater, ground water and subsurface water during dewatering operations.

(DEP adopted Rule 62-621.300 (4), F.A.C., with specific provisions for requesting permit coverage for the management of stormwater discharge from large and small construction activities.)

- B. The permit coverage for construction activities is to be obtained by submitting DEP form 62-621.300 (4) (b) Notice of Intent (NOI) to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and by preparing and implementing a Stormwater Pollution Prevention Plan (SWPPP). After construction is complete, Notice of Termination (NOT) to discontinue the permit coverage is to be submitted by utilizing form 62-621.300 (6).
- C. For additional information contact NPDES Stormwater Section at:

Florida Department of Environmental Protection
Tallahassee, FL 32399-2400
(850) 921-9904

3.04 PROTECTION OR REMOVAL OF UTILITY LINES

- A. Prior to construction the Contractor shall locate for physical location, elevation and dimensions and adequately uncover existing utilities, (within the path of its proposed work), to determine possible conflicts. By starting underground constructions, the Contractor has agreed that it is fully responsible for any and all damages and/or delays that may arise from not having adequately locating the underground utilities. This applies to underground utilities that are shown on the project construction drawings and those that have been physically marked in the field by the various locating organizations or agencies.
- B. Information provided on the plans may be used as an approximate guide to assist the Contractor, however, the Contractor shall rely on actual field investigation to assure that all of the existing utilities are accurately located prior to commencement of its work.
- C. Existing structures reflect the best available information, but it shall be the Contractor's responsibility to acquaint itself with all information and to avoid conflict with existing conditions. Contractor shall protect all existing utility lines that are to be retained, or utility line constructed during excavation operations, from damage during excavation and backfilling; if damaged, repair at Contractor's expense.
- D. Existing Utility Lines to be Retained: Contractor shall repair damaged lines that are not shown on drawings, or locations of which are not known to Contractor in sufficient time to avoid further damage.
- E. Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.
- F. Prior to commencement of any excavation, the Contractor shall comply with Florida Statute 553.851 for the protection of underground gas lines and underground telecommunication lines.

END OF SECTION

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SECTION 01110 - ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable federal, state and local laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; adversely affect plants or animals; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.
- C. The Contractor shall schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures required to prevent silting, muddying, or pollution of wetlands, streams, rivers, impoundments, lakes, stormwater ponds, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area and shall be maintained throughout construction. Specific requirements for erosion and sedimentation controls are specified in Section 02270. The Contractor will be required to meet all the conditions specified in the permits and in the Specifications.
- D. All specific conditions attached to existing permits for this site shall be included in the sedimentation and erosion control measures.

1.02 APPLICABLE REGULATIONS

- A. The Contractor shall comply with all applicable Federal, State and local laws and regulations and applicable permits and their specific conditions concerning environmental pollution control and abatement.
- B. The Contractor shall comply with all applicable Federal, State and local laws, regulations and procedures related to asbestos cement pipe removal and disposal, including the employment of a Florida Licensed Asbestos Abatement contractor.

1.03 NOTIFICATIONS

- A. The CITY and/or CONSULTANT will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the CITY or CONSULTANT, of any non-compliance with State or local requirements. The Contractor shall, after receipt of such notice from the CITY or Consultant or from the regulatory agency through the CITY and/or CONSULTANT, immediately take corrective action. Such notice, when delivered to the Contractor or their authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the CITY may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

1.04 IMPLEMENTATION

- A. Prior to commencement of the Work, the CONTRACTOR shall meet with the CITY and CONSULTANT to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.
- B. The Contractor shall remove temporary environmental control features, when approved by the CITY or CONSULTANT, and incorporate permanent control features into the project at the earliest practicable time.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EROSION CONTROL

- A. The Contractor shall provide positive means of erosion control such as shallow run on and run off ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall also be used to carry away water resulting from dewatering of excavated areas. If dewatering is necessary and exceeds SFWMD thresholds, a dewatering plan must be prepared by a certified Registered Professional Engineer in the State of Florida and submitted to the CITY and CONSULTANT; then submitted and approved by the South Florida Water Management District prior to the commencement of

work requiring dewatering. Contractor must comply with permits. However, no water from dewatering activities may be discharged offsite. At the completion of the Work, ditches shall be backfilled and the ground surface restored to original condition.

3.02 PROTECTION OF STREAMS AND CANALS

- A. Care shall be taken by Contractor to prevent, or reduce to a minimum, any damage to any ditch or the stormwater outfall canal, from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such ditches. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the ditch, shall not be directly returned to the ditch. Such waters will be diverted through a settling basin or filter approved by the CITY or CONSULTANT and meet required standards before being directed into the ditches and other water bodies.
- B. The Contractor shall not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water to allowable levels.
- C. All preventative measures shall be taken by Contractor to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the Florida Department of Environmental Protection. Contractor shall submit two (2) copies of approved contingency plans to the CITY and CONSULTANT.

3.03 PROTECTION OF LAND RESOURCES

- A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project. Contractor shall confine all construction activities to areas shown on the Drawings.
- B. Outside of areas requiring earthwork for the construction of the new facilities, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval from the CITY and CONSULTANT. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the CITY and CONSULTANT. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood

cleats shall be tied before any rope, cable, or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use.

- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment, dumping or other operations, protect such trees by placing barricades around them. Monuments and markers shall be protected similarly before beginning operations near them.
- D. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition.

All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.

Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the Contractor and are beyond saving as determined by the CITY and/or CONSULTANT shall be immediately removed and replaced.

- E. The locations of the Contractor's storage, and other construction structures required temporarily in the performance of the Work, shall be cleared as shown on the Drawings. Drawings showing storage facilities shall be submitted for approval of the CITY and CONSULTANT.
- F. If the Contractor proposes to construct temporary roads or embankments and excavations for work areas, it shall submit the following for approval at least thirty (30) days prior to scheduled start of such temporary work.
 - 1. A layout of all temporary roads, excavations and embankments to be constructed within the work area.
 - 2. Details of temporary road construction.
 - 3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.
- G. The Contractor shall remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess of waste materials, or any other vestiges of construction as directed by the CITY and CONSULTANT. The disturbed areas shall be prepared and seeded as described in Section 02486 SEED, MULCH and FERTILIZER, or as approved by the CONSULTANT.

H. All debris and excess material will be disposed of in approved areas as noted on the Drawings.

3.04 PROTECTION OF AIR QUALITY

A. Asbestos pipe cement removal and disposal. The Contractor shall have or shall be required to employ the services of a Florida Licensed Asbestos Abatement Professional to perform the removal and disposal of the abandoned cement asbestos pipe. The Waste Shipment Record shall be provided for all cement asbestos pipe disposal to document proper disposal.

B. Burning. No open fires or burning will be permitted. If need dictates burning of any kind, Contractor must obtain prior approval of CITY and obtain appropriate permits from the state and local government agencies.

C. Dust Control. The Contractor will be required to maintain all excavations, embankment, stockpiles, access roads, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.

D. An approved method of stabilization consisting of sprinkling or other similar methods will be required to control dust. The use of petroleum products is prohibited.

E. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the CITY and/or CONSULTANT.

3.05 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

A. During the life of this Contract, the Contractor shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

END OF SECTION

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SECTION 01025 - MEASUREMENT AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 GENERAL

- A. The Contractor shall receive and accept the compensation provided in the Bid and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the CONSULTANT, or from the action of the elements or from any unforeseen difficulties which may be encountered during the execution of the work until the final acceptance by the CITY.
- B. The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the proposal shall be in accordance with the description of that item in this Section.
- C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.02 MEASUREMENT

- A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein.

1.03 AUTHORITY

- A. Measurement methods delineated in the FDOT Standard Specifications for Road and Bridge Construction 2015 Edition, or the individual specification sections complement the criteria of this section. In the event of conflict, the

Contractor shall notify the CITY in writing. In determining the resolution, the CITY shall consider the requirement of the individual specification section, FDOT requirements and this Section.

- B. Any requirements of the Contract Documents, i.e., technical specifications or project construction drawings for which the method of payment is not explicitly defined are considered to be incidental costs and should be included in other pay items as appropriate.

1.04 RELATED SECTIONS:

- A. Testing Allowance
- B. Applications for Payments: Section 1027
- C. Shop Drawings, Working Drawings, and Samples: Section 01340
- D. Schedule of Values: Section 01370
- E. Change Order Procedures: Section 01153
- F. Field Engineering: Section 01050
- G. Record Drawing Requirements: Section 01705
- H. Testing Specific Utility Systems
 - 1. Refer to Section 02513 PUBLIC WATER DISTRIBUTION SYSTEMS for applicable and specific requirements. Contractor is responsible for all testing costs associated with these systems.

1.05 ALLOWANCES

- A. Allowance identified on the Schedule of Bid Items relates to Unforeseen Utility Conflicts (water and sewer), Unforeseen Sewer Service Repairs, and Support of Existing Power Pole during Excavation and Installation.
- B. When a Testing Allowance is identified on the Schedule of Bid Items, the following applies:
 - 1. Costs in Testing Allowance includes engaging a certified testing agency; execution of tests; and reporting results as approved by the CITY and CONSULTANT.
 - 2. Costs not included in the Testing Allowance:

- a. Costs of testing services used by Contractor separate from Contract Document requirements
 - b. Testing agency's stand-by time.
 - c. Costs of retesting upon failure of previous tests as determined by the CONSULTANT.
3. Only those items qualified for CITY's reimbursement shall be considered. Such items may include water quality testing of dewatering activities, geotechnical, concrete strength cylinders, special compaction and proctor testing, etc. All predetermined items shall have written, advance approval of the CITY.
4. Payment Procedures:
- a. Submit two (2) copies of the testing and/or inspecting firm's invoice and copies of the Test Reports with next Application for Payment to the CITY.
 - b. Reimbursement to the Contractor upon proof of payment (to the testing and/or inspecting firm) on approval by the CONSULTANT.
- C. When other allowances, such as SFWMD dewatering permit application fees, or coordination with FPL/AT&T/ Comcast or other utility are identified on the Schedule of Bid Items, the following applies:
1. Only those items qualified for CITY reimbursement shall be considered. All items shall have written, advance approval of the CITY.
 2. Payment Procedures:
 - a. Submit two (2) copies of the agreed invoicing format with proof of payment (as applicable) with next Application for Payment.

1.06 SCHEDULE OF VALUES

- A. Submit Schedule of Values at the Pre-Construction Meeting.
- B. The Schedule of Values shall be a computer generated original. When the Contractor's proposed Schedule of Values is accepted by the CITY, it shall become the basis for the Application for Payment.

- C. Contractor shall only revise the accepted Schedule of Values to identify, as separate line items approved on a Field Order or Change Order. The CITY may issue a Field Order substituting or modifying Schedule of Value items.

1.07 APPLICATIONS FOR PAYMENT

- A. Submit five (5) copies of each Application for Payment (AFP). After certification by the CONSULTANT, the CONSULTANT will retain one (1) copy, one (1) copy will be returned to the Contractor and three (3) copies will be forwarded to the CITY for review, authorization and processing.

- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment outlining the following:

- 1. Provide a column for each of the following:

- a. Item Number
- b. Item Description
- c. Quantity
- d. Unit of measurement
- e. Scheduled Value
- f. Change Orders
- g. Work Completed:
 - 1. Previous Period (Quantity and Value)
 - 2. This Period (Quantity and Value)
- h. To Date (Quantity and Value)
- i. Percentage of Completion
- j. Balance to Finish
- k. Retainage

NOTE: There is no column for "Materials Stored", the CITY does not pay for items ordered and/or stored on site. As defined later in this Section, payment for pay items are paid for once the item is installed, measured in place, completed and accepted.

- C. Application for Final Payment must be marked FINAL. Contractor must

include in the FINAL AFP package, proof of payment and final settlement with the CITY with regards to any temporary and/or construction water meters used during the course of the project.

- D. When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation shall be incidental to the Unit Price of the pipeline or swale development.

1.08 MEASUREMENT OF AND PAYMENT FOR WORK

- A. **Monthly Payments to the Contractor.** The Contractor shall plan its work for construction on the basis of twelve (12) monthly pay periods per year. So long as the work is prosecuted in compliance with the provisions of the Contract, the Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the CITY of the proportionate value of the work done, items, and locations of the work performed up to and including the last day of the period then ending. The CONSULTANT will then review such estimate and make the necessary recommendations to the Contractor for revision. The Contractor shall revise the Application for Payment and resubmit to the CONSULTANT for review and Certification. **Redlined Applications for Payment will not be accepted by the CITY.** If the Contractor and the CONSULTANT do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the CONSULTANT shall be binding. The amount of such estimate after deducting ten percent (10%) and all previous payments, shall be due and payable to the Contractor in accordance with the Florida Prompt Payment Act, §218.70 Florida Statutes, as may be amended from time to time.

- B. **Substantiating Data:** When the CONSULTANT requires substantiating information, Contractor shall submit data justifying quantities and dollar amounts in question. Contractor shall provide three (3) copies of data with cover letter for each copy of submittal showing application number and date, and line item by number and description.

1.09 MEASUREMENT AND PAYMENT - UNIT PRICES

- A. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.

B. Contractor shall take daily and weekly measurements and compute quantities. The Contractor shall review and sign these daily and weekly measurements with the CONSULTANT. The CONSULTANT shall also sign-off on the weekly measurement sheets indicating the CONSULTANT's progressive concurrence with the quantities. The Contractor shall transmit the signed-off weekly measurement sheets to the CONSULTANT. These measurement sheets shall be used to form the basis of the quantities claimed on the Application For Payment.

C. Unit Quantities

1. Quantities indicated in the Schedule of Bid Items are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Consultant and CITY determine payment.
2. If the actual Work requires more or fewer quantities than those quantities indicated in the bid items, Contractor shall provide the required quantities at the unit sum/prices contracted.

D. Payment Includes: Full compensation for required labor, products, tools, equipment, facilities, transportation, services and incidentals; erection; application or installation of an item of the Work; and overhead and profit.

E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the CONSULTANT and CITY, multiplied by the unit sum/price for Work, which is incorporated in or made necessary by the Work.

1.10 Measurement of Quantities:

A. Weigh Scales: Inspected, tested and certified by the applicable State of Florida Weights and Measures department within the past year.

B. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.

C. Metering Devices: Inspected, tested and certified by the applicable State of Florida Weights and Measures Department within the past year.

D. Measurement by Weight: Concrete reinforcing steel rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

E. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

- F. Measurement by Area: Measured by square dimension using mean length and width or radius.
- G. Linear Measurement: Measured by linear dimension, at the item centerline. Minor offsets (less than a total of five (5) feet) will not be measured for payment. Measurement shall be along the horizontal axis at finished grade.
- H. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed and accepted item or unit of the Work.
- I. Payment for Work does not indicate acceptance. Work items previously paid for may require additional work effort to bring them into compliance with the requirements of the specific technical specifications and/or project drawings.

1.11 UNIT OF MEASURE – SCHEDULE OF BID PRICES

- A. Payment for furnishing and installing those items cited in the Schedule of Bid Items and subsequent Schedule of Values is noted herein. Refer to items applicable to the project. If “remove and replace” is indicated on the project construction drawings (by either annotation or line weight), then the item descriptions below include the removal and proper disposal of the existing items.
- B. Water Main
 - 1. Payment for water main and restraining devices shall be determined by the number of linear feet of pipe furnished, installed in place, compacted, restored, tested and approved.
 - 2. Payment to furnish and install DI Compact MJ fittings shall be at the unit price bid per ton for such fittings furnished in accordance with the Contract Documents. Weight shall be based on published weights provided by the fitting manufacturer.
 - 3. Payment to install pigging wyes, caps for line flushing, fill and flush assemblies, line stops and all temporary sampling points, including all appurtenances, shall be at the unit price bid for each item.
 - 4. Pipe Lines for Water Mains: These items include all necessary labor and equipment, including clearing and preparing pipe corridor, removal of existing utilities as shown on the plans, * excavation of any type including rock & muck, hand trimming excavation, complying with the State of Florida Trench Safety Act, pipe bedding with insitu material, sheeting, shoring, dewatering (where required), pipe, restraining devices, Mega-Stop bell protection system, electronic markers (3M Full Range EMS Marker),

metallic pipe location tape & locating wire, sleeves, concrete thrust blocks, backfill, compaction, density testing, swabbing / flushing, temporary plugs, pressure testing and as-built verification and documentation.

5. This pay item includes restraining devices for all piping and fittings to be restrained as shown on the plans.
6. This pay item includes all restoration (e.g. sidewalks, driveway aprons (to match existing aprons), asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.) due to piping installation that is not included in other bid items. Sod shall be St. Augustine where irrigation exists and Bahia where no irrigation exists.

C. Valves

1. Valves: By the unit. Includes furnishing and installing valve and valve and furnishing & installing fittings, restraining devices, electronic markers (3M Full Range EMS Marker), concrete collar (where required), accessories and installation, complete and accepted.
2. This pay item includes restraining devices as required.
3. This pay item includes all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

D. Tapping Assemblies

1. Payment for tapping assembly installations will be based on the installation of each item, complete, including tapping sleeve and valve, box and cover (as required), testing, and all appurtenances.
2. This pay item includes restraining devices as required.
3. This pay item includes all restoration (e.g. sidewalk, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

E. Hydrants

1. Payment for removing and salvaging or disposal of fire hydrants shall be at the unit price bid per each and shall constitute full compensation for but not limited to removal of the hydrant assembly, plugging the existing main, transporting to a designated site within the City or disposal as directed by the Engineer and all restoration work. Materials to be salvaged shall be delivered to the Owner at no additional cost.

2. Payment to furnish and install fire hydrant assemblies on the new water main shall be at the unit price bid per each and shall include but is not limited to hydrant, tee, tapping sleeve, valve, piping, and all appurtenances.
3. Payment reconnect existing fire hydrant assemblies on proposed water main shall be at the unit price bid per each and shall include but is not limited to tee, valve, piping, and all appurtenances.
4. This pay item includes all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

F. Interconnection

1. Payment for furnishing and installing the water main interconnection to the Town of Lantana and will be based on the installation of each item, complete, including meters, strainers, check valves, pipe supports, concrete vault, cover, testing and all appurtenances as shown on the Drawings.
2. This pay item includes all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.) as well as removal and plugging for all temporary installations. This item also includes coordination and scheduling with both the City of Lake Worth and the Town of Lantana Utility Departments to plan and conduct the interconnection.

G. Sampling Points

1. Payment for sampling points will be based on the installation of each item, complete, including all appurtenances shown on the Drawings
2. This pay item includes all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.) as well as removal and plugging for all temporary installations. Excludes swale restoration which will be paid under a separate item.

H. Water Services

1. Payment for new water services will be based on the installation of each item, complete, including meter boxes or touch read lids, poly pipe, corporation stop, saddle, curb stop and all appurtenances.
2. Payment for transferring services from rear to front of property will include abandonments of exiting meter location and private service line, including right of entry forms, plumbing permits, installation of private service line to the existing house valve location and the relocation of the existing meter to the front of property, complete, meter boxes or touch read lids, poly pipe, corporation stop, saddle, curb stop and all appurtenances.

3. This pay item includes connecting the new service from the new water main to the relocated/existing front yard meter box.
4. Payment for water service casing pipe shall be determined by the number of linear feet of pipe furnished, installed in place, compacted, restored, tested, and approved
5. This pay item includes all restoration (e.g. sidewalks, asphalt, sod,

I. Abandon Water Main

1. Payment for non-asbestos concrete water main abandonment shall be determined by the number of linear feet of pipe abandoned in place as directed under hard surface areas.
2. Pipe shall be filled with flowable grout fill under hard surface areas.
3. This pay item includes all preparation for and verification of grouting completion.
4. This pay item includes all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

J. Cut and Cap – Abandon in Place Water Main

1. Payment for water main abandonment for non-asbestos concrete pipe shall be determined by the number of locations cut and capped, complete in green or landscaped areas.
2. This item includes all labor and materials required for each location cut and capped in green or landscaped areas.
3. This pay item includes all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

K. Tree Removal

1. Payment for Tree Removal shall include the removal of all trees necessary for the installation of water mains and include removal of all trunks, branches, leaves, stumps, debris, backfilling, grading and sodding.

L. Air Release Valves

1. Includes furnishing and installing air release valves, manhole, manhole cover, and furnishing and installing fittings, restraining devices, accessories and installation, complete and accepted.

2. This pay item includes restraining devices as required and all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

M. Cured-in-Place Sewer Trunk Line Rehabilitation

1. The Contract unit price bid for this item shall include compensation for labor, material and equipment required to reline sanitary sewer trunk line.
2. Payment shall be at the Contract unit price (linear feet) installed, complete and accepted. The minimum length shall be that deemed necessary to effectively span the pipelining distance of the necessary repair unless otherwise specified.
3. This pay item includes all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

N. Cured-in-Place Sewer Lateral Rehabilitation

1. The Contract unit price bid for this item shall include compensation for labor, material and equipment required to reline sanitary sewer laterals.
2. Payment shall be at the Contract unit price (per each) installed, complete and accepted.
3. This pay item includes all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

O. PVC Cleanouts

1. The Contract unit price bid for this item shall include compensation for the labor, material and equipment required for the installation of each 6" PVC Cleanouts.
2. This pay item includes all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

P. Manhole Adjustment

1. The Contract unit price bid for this item shall include compensation for the labor, material and equipment required for the adjustment of each existing manholes to final grade elevation.
2. This pay item includes all restoration of existing base, subgrade and pavement as required.

Q. Concrete Sidewalk

1. Concrete sidewalk replacement shall include removal and disposal of the demolished sidewalk portions, compaction of the sidewalk replacement area, density testing, formwork, concrete, installation of the sidewalk, finishing, curing agent, preparation of and testing concrete cylinders, restoration, sod replacement of existing irrigation pipe and sprinkler heads (to match existing quality and quantity), and all other work and materials required for a complete installation.
2. Payment shall be at the Contract unit price (per square foot, measured length times the width) installed, complete and accepted.
3. Sidewalk replacement beyond the limits established by the project construction drawings will not be considered for payment.

R. Monolithic Vertical Curb, Gutter and Sidewalk

1. Monolithic curb, gutter and sidewalk shall include all work necessary to construct the Monolithic curb, gutter and sidewalk including but not necessarily limited to: removal, disposal, excavation, grading and compaction.
2. Payment shall be at the Contract unit price (per lineal feet installed, complete and accepted).

S. Concrete Curb Removal

1. Removal of existing concrete curb to the extent and locations shown on the construction drawings
2. Payment shall be at the Contract unit price (per linear feet of curb, complete and accepted).

T. Roadway Milling

1. Milling of existing asphalt pavement to the extent and locations shown on the construction drawings.
2. Payment shall be at the Contract unit price (per square yard of roadway, complete and accepted).

U. Roadway Resurfacing

1. The Contract unit price bid for this item shall include compensation for all labor, material and equipment to place the asphalt surface to the lines and grades as indicated on the plans in accordance with these specifications.
2. Payment shall be at the Contract unit price (per square yard of roadway, complete and accepted).

3. This pay item shall include maintenance of the existing curbs and repair and replacement as required.

V. Pavement Markings

1. The Contract unit price bid for this item shall include compensation for all labor, material and equipment.
2. Pavement markings shall be installed per detail included in the drawings.
3. Traffic Striping and Pavement Marking: Measure lineal feet or each provided (as indicated on schedule) of traffic striping and pavement marking material applied.
4. Reflective Pavement Markers: Measure on the basis of providing each reflective marker required.

W. Remove and Reinstall Wood Fence and Gate

1. The Contract unit price bid for this item shall include compensation for the labor, material and equipment required for the temporary removal and re-installation of an existing wood fence and gate as indicated on the plans.
2. This pay item includes all restoration (e.g. sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

X. Curb Ramps

1. The Contract unit price bid for this item shall include compensation for the labor, material and equipment required for the installation of each curb ramp as indicated on the plans.
2. This pay item includes all connections to new or existing concrete sidewalk and restoration as required (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

Y. Asphalt Overbuild

1. Contract price for this item shall include compensation for the labor, material and equipment required for the repair of existing roadway potholes and additional pavement to match final roadway grades.
2. This pay item includes all asphalt to match existing grade, maintenance of traffic and temporary striping as required.
3. Payment shall be at the Contract unit price of tons installed.

Z. Sod

1. Contract price for this item shall include compensation for the labor, materials and equipment required to place sod not covered by other contract elements.
2. This pay item includes all preparation, irrigation, sprinkler modification etc.

AA. Preconstruction Video

1. Contract price for this item shall include compensation for the labor, photographic equipment, media and delivery for the preconstruction video record of the project site.

BB. Mobilization/Demobilization, Bonds, Insurance & General Requirements

1. Payment for the General Conditions shall be made per item and shall be full compensation for preparatory work and operations in mobilizing and demobilizing for the project including but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site, Maintenance of Traffic, for establishment of temporary offices, buildings, safety equipment, sanitary and other facilities and compliance with permit conditions for permits secured by either the Owner or Contractor.
2. MOT plans shall be required for work within City of Lake Worth R-O-W.
3. Audio Video Documentation shall be performed pre and post construction as specified in Section 01390 VIDEO AND PHOTOGRAPHIC SITE SURVEY.
4. The cost of bonds, permits, required insurance and any other pre-construction expense necessary for the start of the work shall also be included in the General Conditions.

CC. NPDES Compliance

1. Payment for NPDES compliance shall include the preparation of the NPDES Plan, development and compilation of the BMPs, site implementation and documentation of inspections.
2. Contractor shall refer to the Schedule of Bid Items for instructions on the method of calculation for this Pay Item. Any bidder who enters an amount greater than the 1.5% limit for this pay item may be disqualified and the CITY and Consultant may not evaluate their bid proposal. This cost shall be shown on the Schedule of Values.

3. Partial payments for the NPDES compliance shall be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable percent of NPDES Compliance
10	10
25	25
50	50
75	No additional payment
Final Payment	100

DD. Record Drawings

1. Payment for Record Drawings shall be made at the Contract lump sum price and shall be full compensation for preparation and maintenance of the Record Drawings as specified in technical specification 01340 SHOP DRAWING REQUIREMENTS and the requirements of this Special Conditions.
2. Partial payments for the Record Drawings shall be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable percent of lump sum price for Record Drawings
10	10
25	25
50	50
75	No additional payment
Final Payment	100

3. Contractor shall submit updated As-Built Drawings with each Pay Application Request.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

* SPECIAL NOTE:

The CITY retains the option to utilize up to 20% of the excess material from excavation and trenching operations. If the CITY exercises this option, Contractor shall stockpile the excess material and deliver to the CITY's facility as directed by the CITY's Representative.

END OF SECTION

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- J. No partial submittals will be reviewed. Submittals not deemed complete will be stamped "Rejected" and returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the CONSULTANT, make all submittals in groups containing all associated items for:
 - 1. Systems.
 - 2. Processes.
 - 3. As indicated in specific Specifications Sections.
- K. All drawings, schematics, manufacturer's product Data, certifications and other Shop Drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.
- L. Only the CONSULTANT shall utilize the color "red" in marking Shop Drawing submittals.

1.04 SHOP DRAWINGS

- A. Shop Drawings shall be complete and detailed and shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive information. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.
- C. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Project Title and Number.
 - 2. Name of Project building or structure.

SECTION 02082 - PUBLIC MANHOLES AND STRUCTURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Modular precast concrete manhole and inlet sections with tongue-and-groove joints, risers, transition to lid, frames, covers, anchorage, and accessories.

1.2 RELATED SECTIONS

- A. Section 01025 - Measurement and Payment Procedures
- B. Section 01340 - Shop Drawings, Work Drawings, and Samples
- C. Section 01400 - Quality Requirements
- D. Section 01700 - Contract Closeout
- E. Section 01705 – Record Drawing Requirements
- F. Section 02060 - Aggregate Materials
- G. Section 02320 - Trenching and Excavation
- H. Section 02322 - Dewatering and Drainage
- I. Section 02324 – Backfill
- J. Section 02513 - Public Water Distribution Systems
- K. Section 02536 - Force Mains
- L. Section 02538 – Cured-in-Place Sanitary Sewer Rehabilitation
- M. Section 02740 - Subgrade, Base Course and Asphalt Pavement

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 – MEASUREMENT AND PAYMENT PROCEDURES

The replacement of existing irrigation (public or private) in the Public ROW as the result of public manholes and structures installation is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline, structure or swale development.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

- A. Shop Drawings: Indicate location and size of reinforcing steel, manhole locations, inlet locations, elevations, piping, conduit, and any weir control structures, sizes and elevations of penetrations for the following:
 - 1. Precast Manhole (including reinforcing and joint), including Frame and Cover and all brickwork.
 - 2. Precast Structure / Inlet (including reinforcing and joint) including Frame and Cover / Grate (all grates for storm water inlets shall be reticuline with a traffic rating of H-20) and all brickwork.
 - 3. Precast Junction Box and conflict structure (including reinforcing and joint), including Frame and Cover and all brickwork.

1.6 PROJECT RECORD DOCUMENTS

- A. Refer to Section 01700 CONTRACT CLOSEOUT for additional requirements.
- B. Refer to Section 01705 RECORD DRAWING REQUIREMENTS for additional requirements.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Comply with precast concrete manufacturer's instructions for unloading, storing and moving precast manholes and drainage structures. Cracks or broken ends due to improper handling will not be acceptable. Lift holes will not be allowed.
- B. Store precast concrete manholes and drainage structures to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.
- C. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

PART 2 PRODUCTS

2.1 MANHOLES (SANITARY)

A. Materials

1. Concrete: 4,000 psi
2. Reinforcement:
 - a. All reinforcement shall be A.S.T.M A615, Grade 60 or 65 ksi welded wire fabric, either smooth or deformed.
 - b. Except when ACI hooks are specifically required, reinforcement top and slab shall be straight embedment.
 - c. All steel bars shall have 1-1/2" minimum cover unless otherwise shown except for precast circular units manufactured under ASTM C-76 or ASTM C-478. Horizontal steel in rectangular structures shall be lapped a minimum of 24 bar diameters at corners.
3. Flexible Gasket: Ram Neck Seal or approved equal
4. Sanitary Sewer Manhole Coatings:
 - a. Interior Coating: Manhole interior protection shall consist of the following approved processes: ThoRoc, Mainstay, Sewpercoat, Strong Seal, Refratta HAC 100 coating or approved equal applied in the field.
 - b. Exterior Coating: CARBOLINE (Koppers) Bitumastic 300M or approved equal.
 - c. Outside Structure: 1st coat gray or red, 2nd coat black or approved equal.
5. Manhole Brick: ASTM C32-73 (3-hole) and shall be sound, hard and uniformly burned brick, regular and uniform in shape and size, of compact texture, and satisfactory to the ENGINEER. Brick shall comply with the ASTM Standard Specification for Sewer and Manhole Brick (made from clay or shale). Grade SS brick shall be used for paved inverts and shelves, and grade MS shall be used for walls.
6. Masonry Mortar: ASTM C270-82, Type M - Type II Cement.
7. Manhole Frame and Cover: Traffic rated, conforming to U.S. Foundry No. 230-AB-MC, or approved equal.

8. Manhole frames and covers shall be the Utility Department Standard as shown on the project construction drawings and of such quality and composition as will make the metal of the casing strong and tough and of even grain. They shall be smooth, free from scale, lumps, blisters and sand holes. No plugging or filling will be allowed. The words "SANITARY SEWER" shall be cast in the cover so as to be plainly visible. Frames and covers shall have a protective coating of black paint. All covers shall have a non-penetrating or concealed type pick hole.

B. Construction

1. Manholes shall be constructed of precast reinforced concrete. Reinforcing for the base section and top shall be as shown on the drawings. Reinforcing for the wall sections shall be as specified in ASTM C478 and shall extend into the tongue and groove of the joints. There shall be a #4 continuous rebar hoop around openings. The base shall be monolithic with the first wall section using a water stop between base and first wall section. Adjustable riser rings are preferred for all manholes.
2. Water stop shall be manhole manufacturer's standard. If the manufacturer does not have a standard, use a 4-inch wide, #10 gauge steel sheet, welded continuous through the joint.
3. Joints shall be tongue and groove suitable for flexible Ram Neck seal gasket or approved equal.
4. Lifting hooks shall be used throughout. Lift holes will not be allowed.
5. Components of the manhole shall be free of fractures, cracks, and undue roughness. Concrete shall be free of defects that indicate improper mixing or placing, and surface defects such as honeycomb or spalling. The OWNER reserves the right to inspect manholes at the factory.

2.2 INLETS, JUNCTION BOXES, MANHOLES (STORM)

A. Materials

1. Concrete: 4,000 psi.
2. Reinforcement: As stated above.
3. Sizing

- a. Standard structure bottoms 4'-0" diameter and smaller (Alt. A) and 3'-6" square (Alt. B) are designated Type P. Larger standard structure bottoms are designated Type J. Adjustable riser rings are preferred for all structures.
- b. Walls of circular structures (Alt. A) constructed in place may be of non-reinforced concrete or brick or reinforced concrete. Precast and rectangular structures (Alt. B) shall be constructed of reinforced concrete only.
- c. Wall thickness and reinforcement are for either reinforced cast-in-place or precast concrete units except that precast circular units may be furnished with walls in accordance with either ASTM C-478 (up to 96" diameter) or ASTM C-76 Class III B Wall, modified where the elliptical steel cage area is placed in the center one-third of the wall.
- d. Top and floor slab thickness and re-enforcement are precast and cast-in-place construction. Top and floor slabs shall be of Class II concrete. Concrete as specified in ASTM C-478 (4,000 psi) may be used in lieu of Class I and Class II concrete in precast items manufactured in plants which are under the 'Standard Operating Procedures' for the inspection of precast drainage products.
- e. Structure bottoms may be used in conjunction with curb inlet tops Types 1,2,3,4,5,6,9, and 10, and any manhole or junction box unless otherwise shown in the plans or other standard drawings. Alt. B structure bottoms may be used in conjunction with curb inlet Types 7 & 8, or any ditch bottom inlet unless otherwise shown in the plans or other standard drawings.
- f. Rectangular structures may be rotated as directed by the ENGINEER in order to facilitate connections between the structure walls and storm sewer pipes.
- g. The corner fillets shown are necessary for rectangular structures used with circular risers and inlet throats and used on skew with rectangular risers, inlet and inlet throats. Fillets will be required in lieu of the bottom slab of the Alt. B riser when used with the Alt. A box. Each fillet shall be reinforced with 2- #5 bars.

4. Frames, Covers and Grates:

- a. All grates for storm water inlets shall be reticuline with a traffic rating of H-20 as shown on FDOT Standard Index No.232.
- b. Inlet throats, riser or manhole tops shall be secured to structures as shown on FDOT Standard Index No. 201.
- c. For manhole and junction box tops for frames and covers, and for supplementary details, see same FDOT Standard Index No. 201.

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

- A. Field inspection will be performed under provisions of Section 01400 QUALITY REQUIREMENTS.

3.2 EXAMINATION

- A. Verify items provided by other sections of Work are properly sized and located.
- B. Verify that the Project is ready to receive the structures.
- C. Verify excavation for manholes is correct.

3.3 PREPARATION

- A. Coordinate placement of inlet and outlet pipe or duct sleeves required by other sections.

3.4 MANHOLE INSTALLATION (WASTEWATER)

- A. Trenches and excavations shall be kept dry while work is in progress. Excavations for manholes and other structures shall be over-excavated and plastic filter fabric (Geotextile), of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation, then place a 12 inch thick (or as specified on the project construction drawings)rock support bed of FDOT 57 rock and then install the structure.
- B. The manhole invert shall be carefully shaped to conform to the pipe flow channel. Flow channels within the manholes involving changes of direction or slide slopes shall smoothly direct the flow in accordance with detail drawings. All concrete irregularities shall be plastered with cement mortar in such a manner as to give neat and watertight job. Manholes shall be core-drilled to provide pipe opening when precast hole is not available.

3.5 INSTALLATION OF PIPE INTO MANHOLE (WASTEWATER)

- A. Trenches and excavations shall be kept dry while work is in progress. All pipe penetrations shall be supplied with NPC KOR-N-SEAL flexible pipe-to-manhole connector or approved equal. Base slab and wall thickness for precast manholes shall be as shown on the detail drawings. Invert shall be constructed as shown on the detail drawings. Steep slopes outside the invert channels shall be avoided. Changes in size and grade shall be made gradually and evenly. Changes in the direction of the sewer and entering branch or branches shall have a true curve; of as large a radius as the size of the manhole will permit. Manhole inverts may be constructed prior to installation by grouting pipe in place with cement mortar and approved joint mix.

3.6 INLET / STRUCTURE INSTALLATION (STORMWATER)

- A. Trenches and excavations shall be kept dry while work is in progress. Appurtenance shall be set to the pipe grade firm and plumb in the location(s) shown on the project construction drawings. Excavations for inlets and other stormwater structures shall be over-excavated and plastic filter fabric (Geotextile), of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation, then place a 12 inch thick rock support bed of FDOT 57 rock and then install the structure. Joints shall be cleaned, primed and the required gasket or sealant applied as recommended by the manufacturer. Voids remaining in the joint shall be caulked with anhydrous cement grout on both the inside and outside to make a smooth watertight seal.

3.7 INSTALLATION OF CONDUIT INTO INLET / STRUCTURE

- A. Trenches and excavations shall be kept dry while work is in progress. The diameter for the pipe opening in the structure shall be 6 inches larger than the outside diameter of the pipe. Pipe shall penetrate the inside wall of the inlet/structure a minimum of 2-inches and a maximum of 4-inches. After pipe is set, the space between the pipe and inlet/structure wall shall be filled with brick and hydraulic cement or sealed in accordance with the project construction drawings. Refer to Section 02538 SANITARY SEWER SYSTEM and 02630 STORM DRAINAGE for discipline specific requirements. Base slab and wall thickness for precast structures shall be as shown on the detail drawings. Slopes within the inlet / structure bottom shall be avoided.
- B. If inlet / structure contains a weir of other water elevation control structure, the weir wall shall incorporate the bleed down orifice with the opening bottom set at the normal control elevation. The top of the weir wall shall be set at the design

elevation that shall be between 6" and 12" below the bottom of the structure top slab or inlet grate.

3.8 FRAMES AND COVERS

- A. The manhole, inlet and structure frames and covers shall be adjusted as required to meet final grades and set firmly in mortar so that the top of cover will be flush with the finished grade in paved areas (following the cross slope / slope of roadways and/or driveways) and 1-inch above the finished grade in unpaved areas, unless shown otherwise on the project construction drawings.
- B. Contractor shall provide an external preformed rubber joint seal to prevent ground water infiltration into sewer system. The seal shall be multi-section with a neoprene rubber top section and all lower sections made of Ethylene Propylene Diene Monomer (EPDM) rubber with a minimum thickness of 1.5 mm. Each unit shall consist of a top and bottom section and shall have mastic on the bottom of the bottom section. The mastic shall be a non-hardening butyl rubber sealant and shall seal to the cone/top slab of the manhole/catch basin and over the lip of the casting. Contractor shall submit joint seal detail for approval in accordance with SECTION 01340 Shop Drawings, Working Drawings and Samples.

END OF SECTION

K. Section 03300 – Cast-in-Place Concrete

1.3 REFERENCES

A. AWWA C600

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section 01025 MEASUREMENT AND PAYMENT.

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as a result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline or swale development.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Shop and manufacturer's drawings and catalog cut sheets for all pipe system components. Refer to Section 01340 – SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES.

B. Contractor shall prepare and submit to the Project Manager a Flushing, Pressure Testing and Disinfection Phasing Plan prior to the start of the pipe installation.

1.6 SUBMITTALS AT PROJECT CLOSEOUT

A. Refer to Section 01700 CONTRACT CLOSEOUT and 01720 PROJECT RECORD DOCUMENTS for requirements.

PART 2 PRODUCTS

2.1 Preferences are given to materials MADE IN THE UNITED STATES OF AMERICA.

SECTION 02538 - CURED-IN-PLACE PIPE (CIPP) SANITARY SEWER REHABILITATION

PART 1 GENERAL

1.1 SCOPE

- A. The intent of this specification is to provide for the reconstruction of existing sewer lines by forming a new pipe within an existing deteriorated pipe, which has generally maintained its original shape. The cured-in-place-pipe (CIPP) shall provide flow capacity equal to or greater than 100% of the original pipe's flow capacity when new. The process is defined as the reconstruction of sewer lines by installation of a thermosetting resin impregnated flexible felt fiber tube, coated on one side with a thermoplastic, which is installed into the existing sewer line utilizing a water column. Curing is accomplished by circulating hot water throughout the length of the inverted tube to cure the thermosetting resin into a hard impermeable pipe with the thermoplastic coating on the inside surface of the new pipe. The pipe shall extend the full length of the original pipe and shall provide a structurally sound, joint-less, close fitting, and corrosion resistant cured-in-place pipe.

1.2 QUALIFICATION OF PRODUCTS AND INSTALLERS

- A. Documentation for products must be submitted for approval in accordance with: Section 01340, SHOP DRAWINGS, WORKING DRAWINGS and SAMPLES, Section 01630 SUBSTITUTIONS AND PRODUCT OPTIONS.
- B. The OWNER will only approve experienced installers utilizing proven Commercially Acceptable sewer rehabilitation products. In order to be considered Commercially Acceptable, the Product and Installer must demonstrate compliance with the following minimum requirements:
 - 1. For a product to be acceptable, the product must be manufactured in a facility with a quality management program which is certified to ISO 9001:2000 standards. Proof of third party certification shall be required for approval.
 - 2. The product shall comply with PART 2 MATERIALS of this specification.
 - 3. The product shall have been in service within the wastewater collection system of the OWNER (or other city, town, or county within the United States of America) for a minimum of four (4) years.

4. The installer must have had at least four (4) years active experience in the commercial installation of the product.

1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 – MEASUREMENT AND PAYMENT PROCEDURES

PART 2 MATERIALS

2.1 RESIN

- A. The resin used shall be high-grade corrosion resistant polyester, vinylester or epoxy resin specifically designed for the cured-in-place pipe (CIPP) being installed. Only PREMIUM, NON-RECYCLED resin shall be used.
- B. The resin vendor must be able to confirm that the grade of resin used has been extensively tested for corrosion resistance and has met the minimum requirements of ASTM F1216, latest revision.
- C. The CONTRACTOR shall designate a wet-out facility and shall provide wet-out liner tubes from the designated facility only. Multiple facilities may not be used to supply wet-out liner tubes.
- D. The ENGINEER at his discretion shall have the right to inspect the designated wet-out facility and randomly draw samples of the resin used to wet-out the CIPP used under this contract.

2.2 TUBE

- A. The CIPP liner shall be a polyester, vinylester or epoxy vacuum impregnated flexible woven or non-woven tube. The tube shall be inverted into position by the means of hydrostatic head. The tube, once installed, shall be cured to form a hard impermeable pipe, by circulating hot water through the entire length of the tube. When cured, the liner shall extend over the designated length of the existing sewer in a continuous, tight fitting and watertight pipe-within-a-pipe.
- B. The minimum length shall be that deemed necessary by the ENGINEER to effectively span the pipelining distance of the necessary repair unless otherwise specified. The line lengths shall be verified in the field before impregnation of the tube with resin.
- C. The outside of the tube, before installation, shall have an impermeable thermoplastic coating. This coating will form the inner layer of the finished

Proposal Section. The deterioration of sewers is an ongoing process. Should pre-construction inspections reveal the sewers to be in substantially different conditions than those in the design considerations, the CONTRACTOR shall request such changes in reconstruction liner thickness, supporting such requests with design data. The deviation, if approved, shall be reflected by the appropriate addition or reduction in the unit cost for that size as agreed to by the ENGINEER.

PART 3 EXECUTION

3.1 ACCESS TO MANHOLES AND ACCESS POINTS A. It shall be the responsibility of the OWNER to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. If a street must be closed to traffic due to the orientation of the sewer, the OWNER shall institute the actions necessary to do this for the mutually agreed time period. The OWNER shall also provide free access to water hydrants for cleaning, inversion and other work items requiring water.

3.2 CLEANING AND PRE-TV INSPECTION

- A. Sewers shall be cleaned of all debris, roots and other materials that would block proper inversion of the cured-in-place-pipe. Utilizing high-pressure jet cleaning equipment, several passes are completed to assure all debris is removed from the pipe. If roots are present, root cutters or mechanical brushes are attached to the jet nozzle and are sent through the line to remove all root intrusions. The CONTRACTOR shall provide a site for disposal of materials removed from the lines at no cost to the OWNER.
- B. Sewers shall be CCTV inspected providing, both a video recording and log, which identifies all service connections and openings. Utilizing a color video inspection system with data recording capabilities, the entire pipe sections shall be recorded on DVD media.
- C. It shall be the responsibility of the CONTRACTOR to clear the line of obstructions such as solids and roots that will prevent the insertion of the CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment, then the CONTRACTOR shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the OWNER's representative prior to the commencement of the work and shall be considered as a separate pay item.

- D. All active lateral connections shall be identified and measured. A 360° Pan-and-Tilt view camera shall be used to inspect the pipe traveling upstream. At each connection the operator will stop and turn the camera lens toward the lateral, thereby inspecting the first 8 to 12 inches of the connection. If there is still a doubt as to whether or not the connection is live, additional “dye and flush” tests shall be performed. It will be the responsibility of the OWNER’s representatives to review this process live or review the video tapes to verify and approve which laterals are to be reinstated. All laterals will be directly measured from the back wall (opposing wall) of the basis manhole, typically the downstream manhole.

3.3 BYPASS OF FLOW

- A. The CONTRACTOR shall bypass the sewerage around the sections of sewer to be lined. The bypass shall be made by plugging an existing upstream manhole if necessary and pumping the sewerage into the downstream manhole or adjacent system. The typical pump and bypass lines shall not be greater than 4” pump and pipe. Any bypass need requiring pump or pipe greater than 4” shall be paid for as a separate pay item.

3.4 RESIN IMPREGNATED OF CIPP TUBE

- A. The CONTRACTOR shall designate a location where the tube shall be impregnated or “wet out” with resin, using distribution rollers and a “single-source” vacuum to thoroughly saturate the tube’s felt fiber prior to installation. The impregnated tube shall be free of pinholes, resin voids and other defects. If the cured-in-place-pipe is impregnated at the manufacturing plant, it shall be delivered to the job site in a refrigerated truck and remain refrigerated prior to the installation to prevent premature curing.

3.5 INSTALLATION OF CIPP TUBE

- A. The impregnated tube shall be inverted through an existing manhole or other approved access until it has fully traversed the designated line length and the inversion face breaches the target manhole or termination point.
- B. Thermocouples shall be placed at the top, and if possible, the bottom interface of both ends of the liner and, if possible, at all intermediate manholes for monitoring the temperatures during the cure cycle.
- C. The cure cycle and cool down will be dictated with consideration of the actual field conditions and shall be per the manufacturer’s recommendations. The curing temperatures shall be monitored at the boiler truck’s water inlet and

outlet lines. The temperature reading from the truck shall be compared to the thermocouples to ensure that sufficient heat is being supplied to the system.

- D. Once the pipe has reached exotherm, cool water shall be slowly introduced into the rehabilitated pipe. The water temperature shall be cooled inside of the pipe to below 100 degrees F. The cool down process will also be affected by actual field conditions, and may have to be modified in cases of severe weather conditions or below normal ground temperatures.
- E. Termination of the cured-in-place-pipe at the manhole is completed by trimming the inverted pipe end back within approximately 2 inches of the outlet connection.

3.6 TESTING

- A. Leakage testing shall be conducted by monitoring the water level in the down tube during the processing and cool down cycles prior to the reinstatement of laterals and shall be performed under the supervision of the OWNER's representative or inspector. The CONTRACTOR shall furnish all equipment and personnel necessary to conduct the test.

3.7 INTERNAL RECONNECTION OF LATERALS

- A. Lateral connections shall be reinstated robotically whereby a camera and robotic cutter are put into the newly rehabilitated line. Each lateral is identified by a dimple in the cured-in-place pipe or through pre-installation measurements. Initially, each lateral shall be relieved by cutting a 2 to 3 inch hole to ensure that no services will be interrupted and there will be minimal risk of backed up lines. Once this is accomplished, each lateral shall be fully reopened to 90% percent of its original size. The seal of the lined lateral connection to the sewer line shall be watertight and bonded by either a chemical or mechanical process. Contractor shall submit procedures and details for lining the laterals, connecting to the sewer line, time and duration of installation and by-pass.

3.8 FINAL INSPECTION

- A. Upon completion of installation, sewers shall be CCTV inspected, providing both a video recording and log which identifies all service connections and openings. The entire pipe sections rehabilitated shall be recorded on DVD media and presented to the OWNER.

END OF SECTION

SECTION 02668 - VALVES AND APPURTENANCES

PART 1 GENERAL

1.1 PERFORMANCE

- A. Section generally defines Contractors responsibilities unless otherwise indicated, for the following:
 - 1. Gate Valves
 - 2. Butterfly Valves
 - 3. Air Release Valves
 - 4. Valve Boxes

1.2 RELATED SECTIONS

- A. All of Division 1.
- B. Section 02320 – Trenching and Excavation.
- C. Section 02324 – Backfill.
- D. Section 02513 – Public Water Distribution Systems

1.3 REFERENCES

- A. ANSI/AWWA C104/A21.4 (Latest Revision) - Cement mortar lining for ductile iron pipe and fittings for water and reclaimed water.
- B. ANSI/AWWA C110/A21.10 (Latest Revision) - Ductile iron and grey iron fittings 3 inch through 48 inch for water and other liquids.
- C. ANSI/AWWA C111/A21.11 (Latest Revision) - Rubber gasket joints for ductile iron and grey iron pressure pipe and fittings.
- D. ANSI/AWWA C600 (Latest Revision) - Installation of ductile iron water mains and appurtenances.
- E. ANSI/AWWA C153/A21.53 (Latest Revision) – Ductile Iron Compact Fittings for Water and Reclaimed Services.

PART 2 PRODUCTS

2.1 MATERIALS

All materials shall be as indicated below, or Approved Equal:

- A. Gate Valves:

1. Gate valves, unless otherwise specified or approved, shall be ductile iron body, resilient seat gate valves with mechanical joints conforming to the AWWA standard specifications for gate valves for ordinary water works service, designation C509, in so far as applicable.
2. Gate valves shall be as manufactured by Mueller, American or approved equal.
3. Buried gate valves shall be non-rising stem type with 2 inch square cast iron wrench nuts.
4. Face to face dimension shall conform to ANSI standard face to face and end to end dimensions of ferrous valves, (ANSI B16.10) for 125-pound cast-iron valves.
5. Hand wheels or chain wheels shall be turned counter clockwise to open the valves. Hand wheels shall be of ample size and shall have an arrow and the word "open" cast thereon to indicate the direction of opening.
6. Stuffing box follower bolts shall be of brass and the nuts shall be of bronze.
7. Where required, gate valves shall be provided with a box cast in a slab and a box cover.
8. Box cover opening shall be for valve stem and nut. Valve wrenches and extension stems shall be provided by the manufacturer to actuate the valves.

B. Butterfly Valves:

1. Butterfly valves for water working pressures up to 150 psi shall conform to ANSI/AWWA C504 – Rubber Seated Butterfly Valves, subject to the following requirements. Valves shall be of the size and class indicated and, unless otherwise shown, shall be short-bodied. Flanged valves for interior and exposed piping shall have ANSI 125-lb flanges. Valves for buried services shall have mechanical joint body design. Shaft seals shall be designed for use with standard split-V type packing, or other acceptable seal. The interior passage of butterfly valves shall not have any obstructions or stops. The seats shall be positively clamped or bonded into the disc or body of the valve, but cartridge-type seats which rely on a high coefficient of friction for retention shall not be acceptable
2. Manual Actuators: Unless otherwise indicated, all manually-actuated butterfly valves shall be equipped with a 2-inch square actuating nut. Screw-type (traveling nut) actuators will not be permitted for valves 30-inches in diameter and larger.
3. Worm Gear Actuators: Valves 30-inches and larger, as well as all submerged and buried valves, shall be equipped with worm-gear actuators, lubricated and sealed to prevent entry of dirt or water into the housing.
5. All exposed butterfly valves shall be installed with a means of removing the complete valve assembly without dismantling the valve or operator.

C. Air Release Valves:

1. The air release valves shall be installed as shown on the drawings and shall be the automatic type.
2. Air release valves shall have a cast iron body, cover and baffle, stainless steel float, bronze water diffuser Buna-N or Viton seat and stainless steel trim.
3. Air release valves shall be provided with a vacuum check to prevent air from re-entering the line.
4. Air release valve fittings shall be threaded.
5. Air release valve manholes shall be precast concrete and shall conform to ASTM C478 and ASTM C-76, latest revision, Class II, Wall B, Type II Portland Cement, 4,000 psi. Steel reinforcing shall conform to ASTM A 185. Walls shall be 8" minimum. Manholes shall have a minimum 7 day cure time prior to delivery. Any visible reinforcing or honeycombing shall be cause for rejection. The base slab and first ring of the manhole shall be cast monolithically. The minimum diameter of the MH shall be 48" with a 22-1/4" frame and cover. The interior of the MH shall be coated with the high solids epoxy compound REZCLAD 125S in strict accordance with the manufacturer's instructions or approved equal. The exterior of the MH shall be coated with two coats of an approved coal tar epoxy (Koppers 300-M or approved equal). The frame shall have a 30" opening. The cover shall be two piece and shall have the words "POTABLE WATER ARV", "RECLAIMED WATER ARV" or "FORCE MAIN ARV" (as appropriate) cast into it. Cover and frame shall be US Foundry & Mfg. Corp. Model # 690-AG-M or approved equal. For offset air release valves and/or tangential offset air/vacuum combination valves manholes, use 32" diameter safety ventilated hinged manhole cover by PAMREX or approved equal.

D. Valve Boxes:

1. All buried valves shall have cast iron two piece valve boxes with cast iron covers.
2. Valve boxes shall be provided with suitable heavy bonnets and will extend to an elevation at or slightly above the finished grade surface as directed by the Engineer.
3. The barrel shall be one or two piece, screw type, having a 5-1/4 inch shaft diameter.
4. Covers shall have "Water", "Reuse" or "Sewer" cast into the top and shall be painted the corresponding color (blue, pantone purple or green) for the pipe commodity that they are for.
5. All valves shall have actuating nuts extended to within six inches of the top of valve box cover.

PART 3 EXECUTION

NOT USED

END OF SECTION

APPENDIX A

1. REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS AND FORM	1-28
• NON COLLUSION AFFIDAVIT OF PRIME BIDDER (FEDERAL)	
• ANTI-KICKBACK AFFIDAVIT (FEDERAL)	
• CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR (FEDERAL)	
• CERTIFICATION OF NONSEGREGATED FACILITIES (FEDERAL)	
• WORKFORCE PROJECTION (NOT FEDERAL)	
2. SECTION 3 - SUBRECIPIENT REQUIREMENTS	1-10
3. SECTION 3 - PALM BEACH COUNTY INCOME LIMITS	1
4. WAGE RATE - WAGE DECISION NO. FL160225 HIGHWAY	1-6
5. WAGE RATE - WAGE DECISION NO. FL160173 HEAVY	1-5

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME:	City of Lake Worth - Tropical Dr & Barton Rd Improvements
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This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/contract, the requirements contained herein shall govern.

Note: This document must be included in the bid documents for this project, and it must be made part of the contract/subcontracts for the project.

1. General Requirements:

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Public Entity Crimes - Section 287.133, Florida Statute
- Bonding Requirements
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

2. <u>Forms to be completed and submitted by all bidders with their bids:</u>
The following forms are attached:
- Noncollusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Nonsegregated Facilities
- Workforce Projection

3. Form for the successful bidder for use by subcontractors after contract award:

The following form is attached:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

4. Report to be submitted to County by the successful bidder after contract award:

- Contract Award Report to be submitted as follows:
 - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - with the final payment request

(The attached form has been condensed, ask County for a larger form on legal size paper)

5. Davis-Bacon Act:

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. Attached are the pertinent forms:

- Display of Posters
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below are attached:

Wage Decision(s) No.:	FL160173 Mod -1- HVY: this wage decision applies to all underground work, that is sewer/storm drainage/water lines. FL160225 Mod -0-HWY: this wage decision applies to all work on grade, that is paving, curbs, gutters, sidewalks, etc.
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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

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

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE
ORDER 11246

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1985, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with what ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at last as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to company with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

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

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

BONDING REQUIREMENTS
CONSTRUCTION CONTRACTS

Except as otherwise required by law, the following requirements are applicable to this project as it relates to bid guarantees, performance bonds and payment bonds for construction contracts exceeding \$100,000. Refer to the bid specifications for the applicability of these requirements to projects with contracts valued at \$100,000 or less.

1. BID SECURITY (BID GUARANTEE)

The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Each bid shall be accompanied by a certified check, cashiers check or bid bond in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner.

All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. BONDS

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor’s obligations under the contract, and the bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

LEAD-BASED PAINT POISONING PREVENTION ACT

- References:
- 24 CFR Part 570
 - 24 CFR Part 35
 - Lead-Based Paint Poisoning Prevention Act, as amended
 - Residential Lead-Based Paint Hazard Reduction Act of 1992
 - 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

* * * * *

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 pf Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued thereunder.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared _____,
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is _____ of _____, the Bidder that
has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;

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

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a
collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference with
any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other
Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any
other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against Palm Beach County or any person interested in the
proposed Contract: and

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

Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____ 20__ by _
_____, who is personally known to me or who has produced ___
_____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____
_____, who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the bidder that has
submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with
the work to be performed at the property identified above will be paid to any employee of Palm
Beach County or, _____ as a commission, kickback, reward or gift,
directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature

Subscribed and sworn to (or affirmed) before me this ___ day of _____ 20__ by
_____, who is personally known to me or who has produced ____
_____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address:

Signature

Name and Title

Date

WORKFORCE PROJECTION

PROJECT NAME:	City of Lake Worth - Tropical Dr & Barton Rd Improvements
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Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and all
- Derrick, or Dragline
- Earthmover
- Excavator
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: _____)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greasemen
- Pavement Striping Machine
- Pavement Striping Machine Nozzleman
- Piledriver
- Power Subgrade Mixer
- Roller
- Scraper
- Sign Erector
- Small Tool Operator
- Tractor
- Trenching Machine
- Truck Driver (type: _____)
- Other: _____
- Other: _____

OTHER WORK CLASSIFICATIONS

- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter
- Cement Mason/Concrete Finisher
- Drywall Hanger
- Drywall Finisher/Taper
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic (type: _____)
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other: _____

Submitted by: _____

CONTRACT AWARD REPORT

Project Name:		Report Date:	
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Prime Contractor Information - construction contracts funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address				
									Name	Street	City	State	Zip Code
////////////////							////////////////	////					

Sub-Contractor Information - construction sub-contracts funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address				
									Name	Street	City	State	Zip Code
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Other Contractor Information - non-construction contracts funded in whole or in part by HCD (such as consultants, engineers, architects, surveyors, etc.)

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address				
									Name	Street	City	State	Zip Code
////////////////							////////////////	////					
////////////////							////////////////	////					

(A) Type of Trade Codes:

Concern: Enter Yes or No

- 1 = New Construction
- 2 = Substantial Rehab
- 3 = Repair
- 4 = Service
- 5 = Project Mangt.

(B) Racial/Ethnic Codes

- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Engrg./Appraisal
- 0 = Other

(C) Section 3 Business

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans

DISPLAY OF POSTERS

The contractor shall, for each federally funded project, supply a standard display of posters at the job site as follows:

One (1) 24" x 36" display surface with clear acrylic cover sheet for all-weather protection and easy visibility of posters on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Housing and Community Development.

Cost of poster mounting boards and posts are to be paid by the contractor.

Posters for display will be provided by Palm Beach County Housing and Community Development at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

Display board and required posters must be maintained in a legible condition through the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Housing and Community Development.

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Applicability

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

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

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

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

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

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

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

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

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

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

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

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

A.2: (I) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom, they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3: (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs.

(Approved by the Office of Management of Budget under OMB Control Number 1215-0140 and 1215-0017.)

(II)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web Site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> Or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

A.4: Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the

Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not register or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice, performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

A.9: Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

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

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

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

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

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

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

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

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

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

C. Health and Safety

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

**Form HUD-4010 (06/2009)
ref. Handbook 1344.1**

GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

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

B. Complying with Minimum Hourly Amounts

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

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

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

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

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the

Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

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

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

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

F. Supervisory Personnel

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

G. Sole Proprietorships / Independent Contractors / Leased Workers

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

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

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

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

H. Apprentices / Helpers

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

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

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

SECTION 3 DEFINITIONS

SECTION 3:

Means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C.1701u) (24CFR Part 135).

SECTION 3 BUSINESS CONCERN:

Means any entity which contracts to perform work generated by the expenditure of CDBG funds, which is a business entity formed in accordance with state law, and which is licensed under state, county, or municipal law to engage in the type of business activity for which it was formed. A Section 3 Business Concern is further defined as a business concern:

- 1) that is 51% or more owned by Section 3 Residents (see below), or
- 2) whose permanent full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or who, within three years of the date of first employment with the business concern, were Section 3 Residents, or
- 3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the above two definitions.

SECTION 3 RESIDENT:

Means:

- 1) a resident of public housing (24 CFR Part 963), or
- 2) a resident of Palm Beach County whose household income, by household size, is at or below 80% of the median income for Palm Beach County (see below chart).

Effective March 28, 2016

NUMBER OF PERSONS IN HOUSEHOLD	INCOME LIMIT AT 80% OF MEDIAN INCOME
1	\$37,650
2	\$43,000
3	\$48,400
4	\$53,750
5	\$58,050
6	\$62,350
7	\$66,650
8	\$70,950

General Decision Number: FL160225 01/08/2016 FL225

Superseded General Decision Number: FL20150225

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUFL2013-043 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.38	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.69	0.00
ELECTRICIAN.....	\$ 18.20	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.09	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.81	0.00
INSTALLER - GUARDRAIL.....	\$ 13.96	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.58	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00

LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 12.97	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.99	0.00
LABORER: Common or General.....	\$ 10.66	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 14.82	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.66	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 16.23	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.70	0.00
OPERATOR: Bulldozer.....	\$ 16.00	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 16.22	0.00
OPERATOR: Crane.....	\$ 21.66	0.00
OPERATOR: Curb Machine.....	\$ 20.76	0.00
OPERATOR: Distributor.....	\$ 14.76	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 15.75	0.91
OPERATOR: Grader/Blade.....	\$ 20.25	0.00

OPERATOR: Grinding/Grooving Machine.....	\$ 13.87	0.00
OPERATOR: Loader.....	\$ 14.19	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 15.60	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.73	2.36
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.03	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 15.51	0.00
OPERATOR: Tractor.....	\$ 10.79	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.02	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.84	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.98	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.25	0.00

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

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION

3/16/16

General Decision Number: FL160173 05/13/2016 FL173

Superseded General Decision Number: FL20150173

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	05/13/2016

* ELEC0728-006 03/01/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	10.85

ENGI0487-014 07/01/2013

Rates	Fringes
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OPERATOR: Crane
 All Tower Cranes Mobile,
 Rail, Climbers, Static-
 Mount; All Cranes with
 Boom Length 150 Feet &
 Over (With or without jib)
 Friction, Hydraulic,
 Electric or Otherwise;
 Cranes 150 Tons & Over;
 Cranes with 3 Drums (When
 3rd drum is rigged for
 work); Gantry & Overhead
 Cranes; Hydraulic Cranes
 Over 25 Tons but not more
 than 50 Tons;

Hydraulic/Friction Cranes; & All Types of Flying Cranes; Boom Truck.....	\$ 29.05	8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck.....	\$ 28.32	8.80
OPERATOR: Drill.....	\$ 25.80	8.80
OPERATOR: Oiler.....	\$ 22.99	8.80

IRON0402-003 02/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 22.29	7.90

LAB01652-004 06/01/2013

	Rates	Fringes
LABORER: Grade Checker.....	\$ 14.50	4.92

PAIN0452-007 08/01/2014

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.50	8.83

SUFL2009-169 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.93	0.00
LABORER: Common or General.....	\$ 10.64	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 14.00	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.33	3.60

OPERATOR: Bulldozer.....	\$ 14.95	0.81
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 16.05	0.00
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.95	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

- * an existing published wage determination
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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT - GENERAL NOTES

- SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT, THE FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, AND ALL APPLICABLE O.S.H.A. REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS WHEN WORKING IN THE VICINITY OF OVERHEAD ELECTRIC LINES.
- ACCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE VEHICULAR AND PEDESTRIAN ACCESS AT ALL TIMES.
- WARRANTY. ALL WORK, MATERIALS, OR EQUIPMENT SHALL BE WARRANTED FOR A MINIMUM OF ONE YEAR, FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH, AGAINST DEFECTIVE MATERIALS AND/OR WORKMANSHIP. ALL WORK FOUND TO BE DEFECTIVE WILL BE REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE CITY OF LAKE WORTH.
- FIELD REVIEWS. THE CONTRACTOR SHALL PROVIDE NOTIFICATION, 48 HOURS (MIN.), PRIOR TO ANY REQUIRED FIELD REVIEWS OR INSPECTIONS AND SHALL SUPPLY ALL NECESSARY EQUIPMENT, LABOR, AND MATERIALS FOR INSPECTION AND/OR TEST. ALL WORK SHALL BE OPEN AND SUBJECT TO REVIEW AND/OR INSPECTION BY AUTHORIZED PERSONNEL OF THE CITY OF LAKE WORTH AND THE ENGINEER OF RECORD.
- DENSITY TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TESTING TO ENSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED FOR ALL SUBGRADE, BASE MATERIAL, PIPE BASE MATERIAL, BACKFILL, & ALL OTHER AREAS WHERE COMPACTION REQUIREMENTS ARE SPECIFIED. ALL TEST RESULTS SHALL BE SIGNED & SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER AND COPIES SHALL BE PROVIDED TO THE ENGINEER OF RECORD AND THE CITY OF LAKE WORTH.
- PERMITS. THE CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION PRIOR TO RECEIPT OF ALL APPLICABLE PERMITS AND APPROVALS INCLUDING AN APPROVED MAINTENANCE OF TRAFFIC PLAN. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE REQUIREMENTS OF THE PERMITS AND AGENCY APPROVALS.
- EROSION CONTROL. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH FDOT INDICES 102, 103 AND 106, THE FDEP NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (IF APPLICABLE), AND THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP), FILTER FABRIC, HAY BALES, OR ROCK BAGS SHALL BE INSTALLED IN EACH INLET THROUGHOUT THE CONSTRUCTION PERIOD. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT ALL UNSTABILIZED CONSTRUCTION ACCESS POINTS, PER FDOT INDEX NO. 106.
- STORM DRAINAGE. ALL STORM DRAINAGE PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC PER FDOT STANDARD INDEX NO. 280. ALL DRAINAGE STRUCTURES SHALL CONFORM TO THE REQUIREMENTS OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL GRATES SHALL BE SECURED TO THE STRUCTURES WITH AN EYEBOLT AND CHAIN. ALL STORM DRAINAGE SHALL BE FREE OF SILT AND SEDIMENT AT THE TIME OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH.
- DEWATERING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ANY DEWATERING PERMITS AND/OR APPROVALS NECESSARY FOR CONSTRUCTION. NO WATER FROM DEWATERING MEASURES SHALL BE DISCHARGED OFF-SITE. ALL DISCHARGE SHALL BE CONTAINED IN ON-SITE SEDIMENT BASINS.
- SIDEWALKS. ALL SIDEWALKS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE, CHAPTER 11 - FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 304 AND THE REQUIREMENTS OF THE FLORIDA BUILDING CODE. ALL WALKWAYS CROSSING VEHICULAR AREAS SHALL HAVE A DETECTABLE WARNING SURFACE (TRUNCATED DOMES) IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 304 AND THE FLORIDA BUILDING CODE, CHAPTER 11 - ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL SIDEWALKS SHALL BE BROOM FINISHED WITH AN EVEN, DUSTLESS SURFACE AND SHALL BE FREE OF CRACKS AT TIME OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH.

GENERAL NOTES - ADDITIONAL

- THE ENGINEER OF RECORD WILL PROVIDE THE CONTRACTOR WITH THE S.F.W.M.D. AND HEALTH DEPARTMENT PERMITS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY ADDITIONAL PERMITS REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT.
- NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTRUCTION SHALL BE MADE TO ANY FIRE HYDRANT OR BLOW OFF STRUCTURE WITHOUT FIRST OBTAINING PERMISSION AND A TEMPORARY CONSTRUCTION METER FROM THE CITY OF LAKE WORTH CUSTOMER SERVICE.
- SEWER AND WATER SERVICES SHALL BE MAINTAINED DURING ENTIRE CONSTRUCTION PERIOD OR TEMPORARY FACILITIES PROVIDED. DAMAGED SERVICES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE, IN ACCORDANCE WITH THE CITY OF LAKE WORTH UTILITY MANUAL.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING, MOVING, AND RELOCATING OR REPLACING ALL WATER SERVICES OR SEWER LATERALS WHICH ARE ENCOUNTERED DURING EXCAVATION. THE CONTRACTOR SHALL SUBMIT A WRITTEN PLAN TO PREVENT WATER SERVICE AND WASTE WATER SERVICE DISRUPTION FOR APPROVAL 14 (FOURTEEN) CALENDAR DAYS PRIOR TO THE ANTICIPATED SHUT DOWN. THE CONTRACTOR SHALL SUBMIT THE CITY OF LAKE WORTH STANDARD SHUT DOWN FORM AND NOTIFY THE PROPERTY OWNERS 48 HOURS IN ADVANCE OF ANY WORK ON THEIR SERVICES. THIS WORK SHALL BE CONSIDERED INCIDENTAL.
- ALL CONSTRUCTION WITHIN COUNTY R/W MUST CONFORM TO THE PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT STANDARDS, OR THESE PLANS AND SPECIFICATIONS, THE MORE STRINGENT SHALL APPLY.
- CONTRACTOR SHALL COMPLY WITH ALL LOCAL CITY, COUNTY, AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS FOR USE OF TRAFFIC DURING CONSTRUCTION.
- CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE EXISTING RIGHT-OF-WAY EASEMENT. COPIES OF EASEMENT SHALL BE PROVIDED BY THE CITY OF LAKE WORTH PROJECT MANAGER.
- CONTRACTOR SHALL PREPARE AND SUBMIT MAINTENANCE OF TRAFFIC (MOT) PLANS TO PALM BEACH COUNTY AND CITY OF LAKE WORTH CONSTRUCTION MANAGERS FOR WORK TO BE DONE WITHIN THEIR R/W IN ACCORDANCE WITH FDOT STANDARDS AND M.U.T.C.D.
- THE CONTRACTOR SHALL PROVIDE NEW TRAFFIC MARKINGS IN KIND WHERE EXISTING TRAFFIC MARKING ARE DAMAGED OR REMOVED DURING CONSTRUCTION OUTSIDE OF THE WORK AREA. THIS WORK SHALL BE CONSIDERED INCIDENTAL.
- EXITING TRAFFIC SIGNS TO BE RESET UPON COMPLETION PER COUNTY, CITY, AND FDOT STANDARDS. COST SHALL BE CONSIDERED INCIDENTAL.
- CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
- STATIONS SHOWN IN THE DRAWINGS ARE STATIONS BASED ON THE ESTABLISHED BASE LINE AND SHALL NOT BE CONSIDERED AS DISTANCES OR AS A MEASURE OF THE LINEAR FOOTAGE OF PIPE TO BE INSTALLED.
- ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
- NO TRENCHES OR HOLES NEAR WALKWAY, IN ROADS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS.

- CONTRACTOR SHALL PROMPTLY REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINKLERS LINES, CONDUITS, CABLES, ETC. AND LANDSCAPE AREAS DAMAGED AS A RESULT OF THE CONSTRUCTION ACTIVITIES OUTSIDE OF THE PROJECT LIMITS OR THAT ARE NOT INCLUDED IN OTHER PAY ITEMS. THIS WORK SHALL BE CONSIDERED INCIDENTAL. ALL SIDEWALKS REPAIRS AND RESTORATIONS SHALL BE CONSTRUCTED PER THE FLORIDA ACCESSIBILITY CODE.
- THE CONTRACTOR SHALL PROVIDE THE CITY OF LAKE WORTH CONSTRUCTION MANAGER WITH THE LOCATION OF ANY UNMARKED UTILITIES FOUND DURING CONSTRUCTION. THESE ITEMS SHALL BE INCORPORATED INTO THE AS-BUILT DRAWINGS
- THE CONTRACTOR SHALL COORDINATE ANY VEGETATION OR TREE REMOVAL WITHIN THE R/W WITH THE CITY OF LAKE WORTH PROJECT MANAGER PRIOR TO CONSTRUCTION. CONSTRUCTION OF SWALES SHALL AVOID AND PROTECT EXISTING SIGNIFICANT VEGETATION (4" DIAMETER TREE OR GREATER THAN 6 FEET TALL). SMALLER PLANTING SHOULD BE REPLACED IN KIND.
- CONTRACTOR SHALL PROVIDE/IMPROVE SWALE AREAS OF THE PROJECT SITE. SWALE AREAS CONSIST OF THE EDGE OF ASPHALT PAVEMENT TO THE EDGE OF CONCRETE SIDEWALK ON BOTH SIDES OF THE ROAD.
- MINIMUM DEPTH OF COVER FOR PROPOSED WATER MAIN IS 36 INCHES.
- REMOVE AND REPLACE ALL POST, FENCES, LAWN ORNAMENTS, ETC. THAT MAY BE IMPACTED BY SWALE CONSTRUCTION AT NO ADDITIONAL COST.
- WHEN NECESSARY CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ABANDONED ASBESTOS CEMENT PIPE. THE ASBESTOS CEMENT PIPE SHALL BE REMOVED AND DISPOSED OF BY A LICENSED ASBESTOS CONTRACTOR AND CERTIFIED ASBESTOS WORKER.
- NO EXCAVATED MATERIAL SHALL BE CAST ON THE STREETS OR ADJACENT SIDEWALKS. EXCAVATED MATERIAL SHALL BE PLACED IN A DUMP TRUCK AND HAULED AWAY.
- IN GENERAL, EXISTING STRUCTURES AND UTILITIES ARE NOTED AS EXISTING AND/OR SHOWN IN LIGHT LINE WEIGHT. NEW CONSTRUCTION IS SHOWN IN HEAVY LINE.
- CONTRACTOR SHALL REMOVE AND REINSTALL PRIVATE MAIL BOXES AS REQUIRED AND SHALL NOT INTERFERE WITH MAIL DELIVERY.

LOCATION OF UTILITIES

- UNDERGROUND UTILITIES SHOWN IN THESE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION PROVIDED TO THE ENGINEER. CONTRACTOR SHALL CALL 811, 48 HOURS BEFORE DIGGING OR TRENCHING OPERATIONS BEGIN.
- THE CONTRACTOR SHALL ACCURATELY LOCATE AND UNCOVER ALL EXISTING UTILITIES BEFORE CONSTRUCTION.
- ANY DAMAGE RESULTING FROM THE CONTRACTORS OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S SOLE EXPENSE. NOTIFY CONSTRUCTION MANAGER IF CONFLICTS ARE PRESENT.
- FLORIDA POWER AND LIGHT, TELEPHONE, COMCAST, GAS, CABLE TV, ETC., ARE TAKEN FROM FIELD INSPECTIONS AND ARE SHOWN FOR CONVENIENCE ONLY.
- UTILITIES:

FPL - FIBERNET LLC
4200 W FLAGLER STREET
MIAMI, FLORIDA 33174
(800) 868-9554

COMCAST CABLE
2021 SOUTH MILITARY TRAIL
WEST PALM BEACH, FLORIDA 33345
(561) 478-5866

FLORIDA PUBLIC UTILITIES COMPANY
208 SAPODILLA AVENUE
WEST PALM BEACH, FLORIDA 33401
ATTENTION: JASON ZELINSKI, DIVISION ENGINEER
(561) 838-1787

CITY OF LAKE WORTH - ELECTRICAL DEPARTMENT
1900 2ND AVENUE NORTH
LAKE WORTH, FLORIDA, 33461
(561) 533-7384

AT&T DISTRIBUTION
2021 SOUTH MILITARY TRAIL
WEST PALM BEACH, FLORIDA, 33415
(561) 357-6615

- CONTRACTOR SHALL EMPLOY AN UNDERGROUND UTILITY LOCATOR SUCH AS "INFRAMAP" FOR THE LOCATION OF ALL UTILITIES WITHIN THE PROJECT LIMITS PRIOR TO THE START OF CONSTRUCTION.
- SHOULD CONFLICTS RISE BETWEEN THE PROPOSED IMPROVEMENTS SHOWN AND THE LOCATION OF EXISTING UTILITIES, THE CONTRACTOR SHALL CONTACT THE CONSTRUCTION MANAGER FOR RESOLUTION PRIOR TO INSTALLATION.

SURVEY NOTES

- LOCATION OF EXISTING FACILITIES AS SHOWN ON DRAWINGS ARE DRAWN FROM AVAILABLE RECORDS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR NEITHER THE ACCURACY OF THE FACILITIES SHOWN NOR FOR ANY FACILITY NOT SHOWN.
- SURVEY CONTROL AND PREPARATION OF THE BASE MAP DRAWINGS WERE DONE BY WHIDDEN SURVEYING & MAPPING INC., 9200 BELVEDERE ROAD, SUITE 114, ROYAL PALM BEACH, FLORIDA, 33411.
- NO TITLE OPINION OR ABSTRACT OF THE SUBJECT PROPERTY HAS BEEN PROVIDED. IT IS POSSIBLE THAT THERE ARE DEEDS, EASEMENTS, OR OTHER INSTRUMENTS (RECORDED OR UNRECORDED) WHICH MAY AFFECT THE SUBJECT PROPERTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.
- BENCHMARK DATE IS NATIONAL AMERICAN VERTICAL DATUM OF 1988 (NAVD-88).
- ANY NAVD-88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF DAMAGED, THE CONTRACTOR SHOULD NOTIFY:
GEODETIC INFORMATION CENTER

ATTENTION: MARK MAINTENANCE SECTION
ATTENTION: N/CG-162
6001 EXECUTIVE BOULEVARD
ROCKVILLE, MARYLAND 20852
TELEPHONE NO: (301) 443-8319

- EXISTING SECTION CORNERS, QUARTER SECTION CORNER, AND COUNTY SURVEY CONTROL MONUMENTS LOCATED WITHIN THE PROPOSED CONSTRUCTION AREAS TO BE REFERENCED PRIOR TO CONSTRUCTION AND RESET IF DISTURBED AFTER CONSTRUCTION BY A PROFESSIONAL LAND SURVEYOR AND MAPPER.

I. APPLICABLE CODES

- ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY OF LAKE WORTH AND ALL OTHER LOCAL, STATE AND NATIONAL CODES WHERE APPLICABLE. IN THE EVENT OF A CONFLICT, CITY OF LAKE WORTH SPECIFICATIONS WILL GOVERN.
 - ALL CONSTRUCTION WILL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
 - ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON THE NATIONAL AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.), UNLESS OTHERWISE NOTED.
 - ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF LAKE WORTH AND PALM BEACH COUNTY SPECIFICATIONS.
- II. PRE CONSTRUCTION RESPONSIBILITIES**
- UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE OWNER AND ARRANGE A PRE CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS AND THE OWNER.
 - THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL OF FLORIDA, INC. CERTIFICATION NUMBER AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION. CALL 1-800-432-4770.
 - ALL UTILITY EASEMENTS TO BE SECURED PRIOR TO CONSTRUCTION (IF REQUIRED).
 - LOCATION OF EXISTING FACILITIES AS SHOWN ON CONSTRUCTION DRAWINGS ARE DRAWN FROM AVAILABLE RECORDS PROVIDED BY THE SURVEYOR (WHIDDEN SURVEYING AND MAPPING INC). THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN OR FOR ANY FACILITY THAT IS NOT SHOWN. THE CONTRACTOR SHALL VERIFY, IF POSSIBLE, THE ELEVATIONS AND LOCATIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION. IF AN EXISTING FACILITY IS FOUND TO CONFLICT WITH THE PROPOSED CONSTRUCTION UPON EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE PROBLEM.

III. INSPECTIONS

- THE CONTRACTOR SHALL NOTIFY THE CITY OF LAKE WORTH ENGINEERING DEPARTMENT, THE CONSTRUCTION MANAGER, AND ANY OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS, WHERE APPLICABLE:

- CLEARING AND FILLING
- STORM DRAINAGE SYSTEM
- SANITARY SEWER SYSTEM
- WATER DISTRIBUTION SYSTEM
- SUBGRADE
- LIMEROCK BASE
- ASPHALTIC CONCRETE
- SIDEWALK
- FINAL INSPECTION

IV. TEMPORARY FACILITIES

- TEMPORARY FACILITIES:
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY.
- TRAFFIC REGULATIONS:
- MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH 2003 M.U.T.C.D. AND 2010 FDOT DESIGN STANDARDS OR LATEST EDITION
- ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR SIDEWALKS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
- NO HOLES OR TRENCHES NEAR SIDEWALKS, IN ROADWAYS OR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR FOR ANY NECESSARY CONSTRUCTION, PAVEMENT MARKING AND SIGNAGE OR PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN ALTERNATE, SAFE TRAVEL ROUTE.

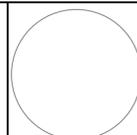
V. WATER DISTRIBUTION SYSTEM

- WATER, RECLAIMED WATER AND SEWER SEPARATION STATEMENT:
- CLEARING AND FILLING STORM SEWER, GRAVITY WASTEWATER, FORCE MAIN AND RECLAIMED WATER MAIN CROSSING UNDER POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF SIX (6) INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE STORM/WASTEWATER/FORCE MAIN/RECLAIMED WATER PIPE JOINTS AND POTABLE WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN TEN (10) FEET BETWEEN ANY TWO JOINTS, BOTH PIPES SHALL BE D.I.P., AND THE MINIMUM VERTICAL SEPARATION SHALL BE SIX (6) INCHES. WHERE THERE IS NO ALTERNATIVE TO STORM/WASTEWATER/FORCE MAIN/RECLAIMED WATER PIPE JOINTS CROSSING OVER A POTABLE WATER MAIN, THE CRITERIA FOR MINIMUM EIGHTEEN (18) INCH VERTICAL SEPARATION BETWEEN LINES AND JOINT ARRANGEMENT, AS STATED ABOVE, SHALL BE REQUIRED, AND BOTH PIPES SHALL BE D.I.P. IRRESPECTIVE OF SEPARATION EXCEPT THAT D.I.P. IS NOT REQUIRED FOR STORM SEWERS. ALL D.I.P. SHALL BE CLASS 50 OR HIGHER SEWERS.
- FORCE MAIN CROSSING RECLAIMED WATER MAIN OR STORM SEWER SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF EIGHTEEN (18) INCHES BETWEEN THE OUTSIDE OF FORCE MAIN AND THE OUTSIDE OF THE RECLAIMED WATER MAIN OR STORM SEWER AND THE RECLAIMED WATER MAIN SHALL CROSS OVER FORCE MAIN.

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CERT. OF AUTHORIZATION NO. 1213



DATE: _____
ENGINEER OF RECORD:
RALPH HAYDEN, PE
FL. REG. NUMBER: 20844

3	05/20/16	REVISION -- ADDENDUM #7
#	Date	Revision Description



**CITY OF LAKE WORTH
INFRASTRUCTURE IMPROVEMENTS
PALM BEACH COUNTY, FLORIDA
TROPICAL DRIVE & BARTON ROAD**

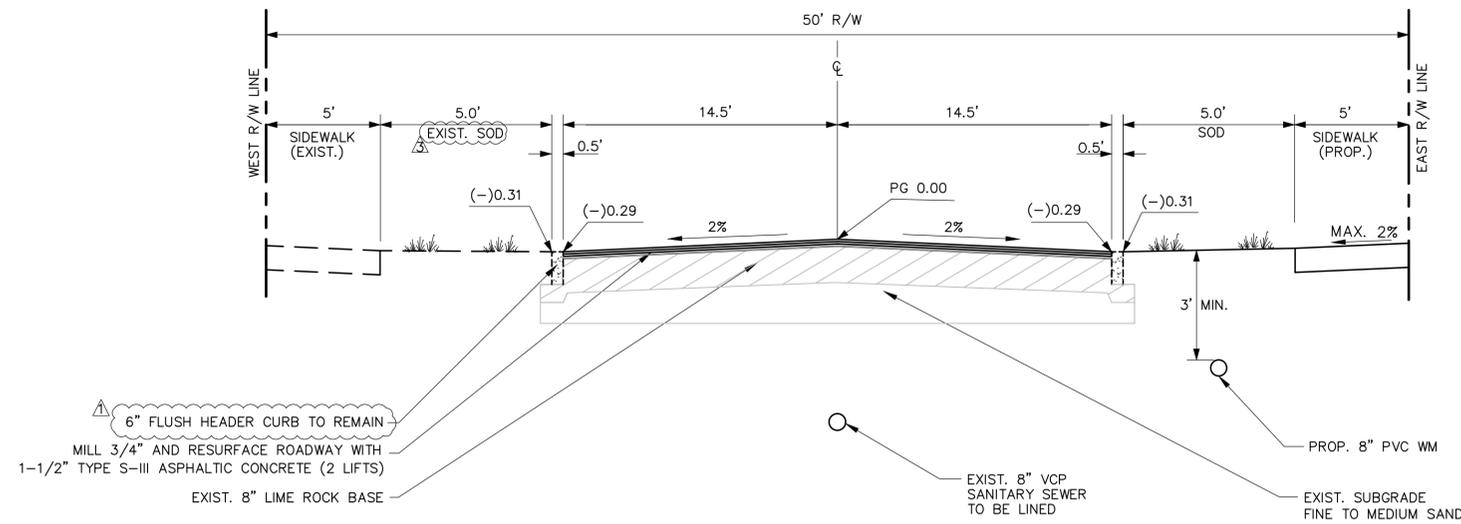
GENERAL NOTES

DWN: MH	DSN: WRB/MH
CHK: RH	SCALE: AS SHOWN
APV: RH	DATE: 04/07/2016

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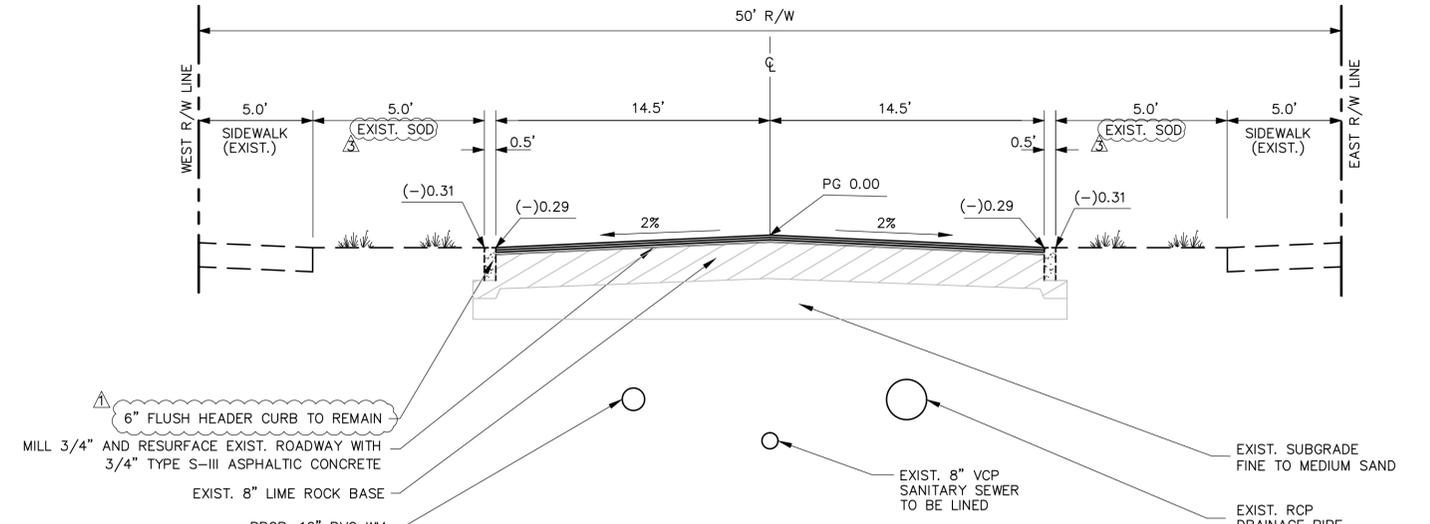
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**TROPICAL DRIVE
PROPOSED TYPICAL SECTION
MILLING AND RESURFACING
ROADWAY**

ASPHALTIC PAVEMENT SECTION:

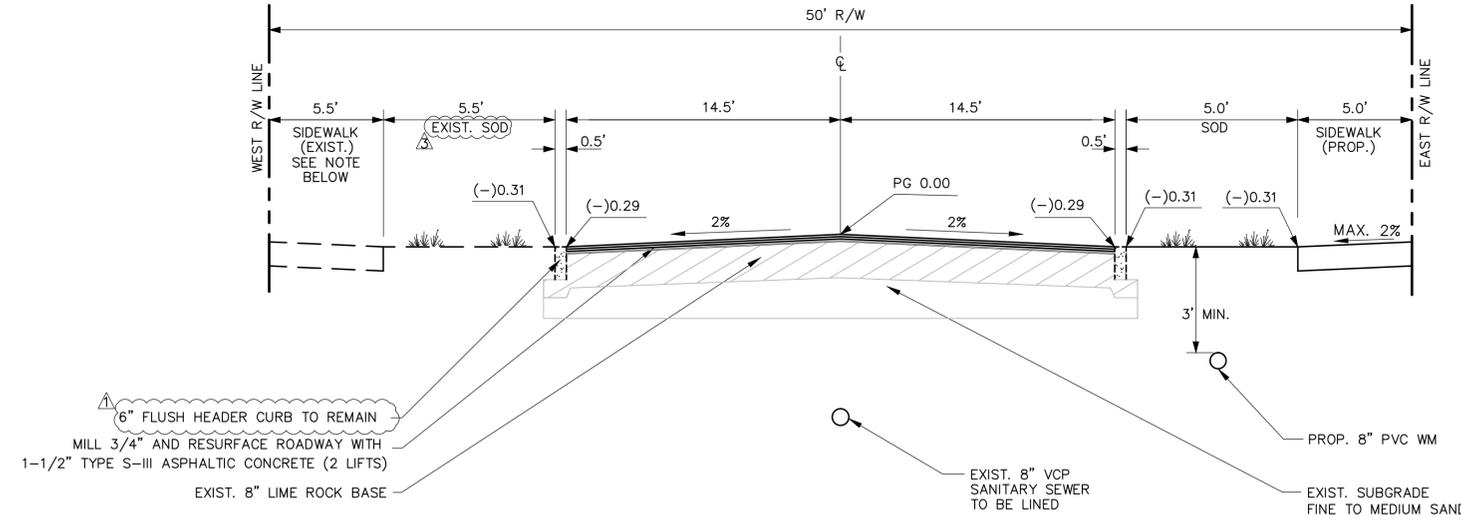
LAYER	COEF.	TOTAL
1-1/2" TYPE S-III A.C.S.C.	0.44	0.66
8" LIMEROCK BASE COURSE	0.18	1.44
12" STABILIZED SUBGRADE	0.08	0.96
TOTAL STRUCTURAL NUMBER		3.06



**BARTON ROAD
PROPOSED TYPICAL SECTION
MILLING AND RESURFACING
ROADWAY**

ASPHALTIC PAVEMENT SECTION:

LAYER	COEF.	TOTAL
1-1/2" TYPE S-III A.C.S.C.	0.44	0.33
8" LIMEROCK BASE COURSE	0.18	1.44
12" STABILIZED SUBGRADE	0.08	0.96
TOTAL STRUCTURAL NUMBER		2.73

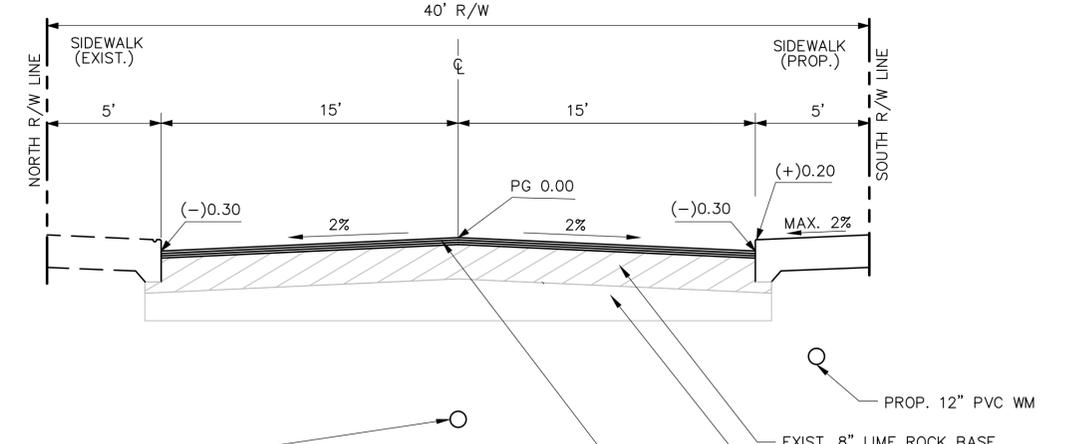


**SOUTH RIDGE STREET
PROPOSED TYPICAL SECTION
MILLING AND RESURFACING
ROADWAY**
N.T.S.

ASPHALTIC PAVEMENT SECTION:

LAYER	COEF.	TOTAL
1-1/2" TYPE S-III A.C.S.C.	0.44	0.66
8" LIMEROCK BASE COURSE	0.18	1.44
12" STABILIZED SUBGRADE	0.08	0.96
TOTAL STRUCTURAL NUMBER		3.06

- NOTES:
- CONSTRUCT NEW SIDEWALK ON WEST SIDE OF SOUTH RIDGE STREET BETWEEN STATION 0+35 (+/-) TO STATION 2+65 (+/-) AND FROM 6+39 (+/-) TO STATION 7+16 (+/-). MATCH EXISTING SIDEWALK GRADES. PROVIDE 2% CROSS SLOPE TO ROADWAY.
 - CONTRACTOR TO REPLACE ALL REMOVED OR DAMAGED SOD.
 - CONTRACTOR TO REMOVE AND REPLACE 6" FLUSH HEADER CURB ONLY AT LOCATIONS REQUIRED FOR WATER MAIN AND CURB RAMPS INSTALLATION.



**SOUTH ROAD
PROPOSED TYPICAL SECTION
MILLING AND RESURFACING
ROADWAY**
N.T.S.

ASPHALTIC PAVEMENT SECTION:

LAYER	COEF.	TOTAL
1-1/2" TYPE S-III A.C.S.C.	0.44	0.66
8" LIMEROCK BASE COURSE	0.18	1.44
12" STABILIZED SUBGRADE	0.08	0.96
TOTAL STRUCTURAL NUMBER		3.06

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DATE: _____
ENGINEER OF RECORD:
RALPH HAYDEN, PE
FL. REG. NUMBER: 20844

#	Date	Revision Description
1	05/02/16	ROADWAY TYPICAL SECTIONS -- ADDENDUM #3
3	05/20/16	EXIST SOD AREA TYPICAL SECTIONS -- ADDENDUM #7



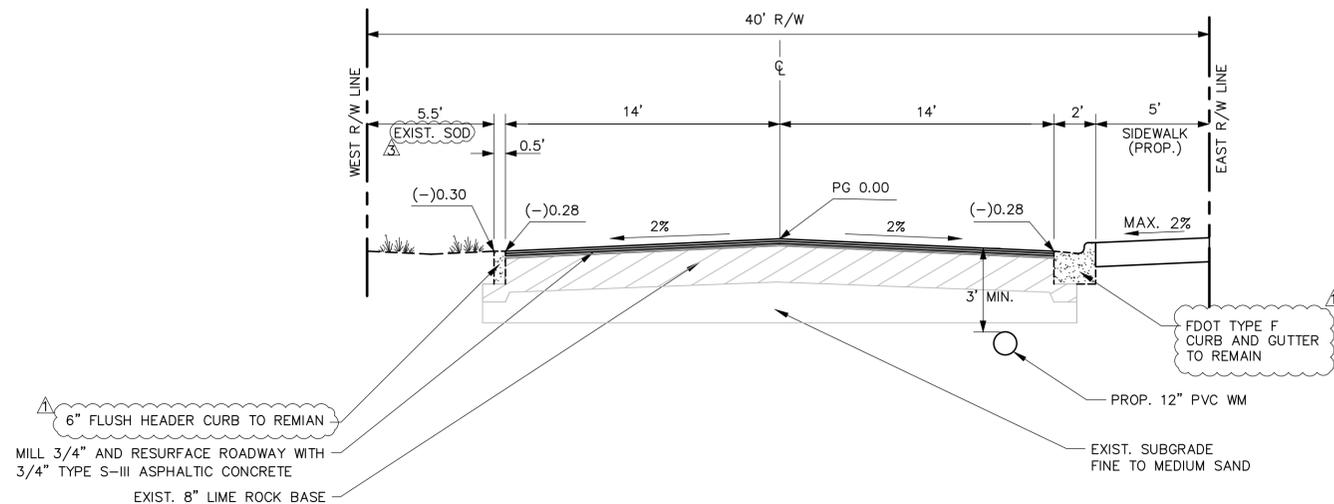
**CITY OF LAKE WORTH
INFRASTRUCTURE IMPROVEMENTS
PALM BEACH COUNTY, FLORIDA
TROPICAL DRIVE & BARTON ROAD**

ROADWAY TYPICAL SECTIONS

DWN: MH	DSN: WRB/MH
CHK: RH	SCALE: AS SHOWN
APV: RH	DATE: 04/07/2016

SHEET
C100

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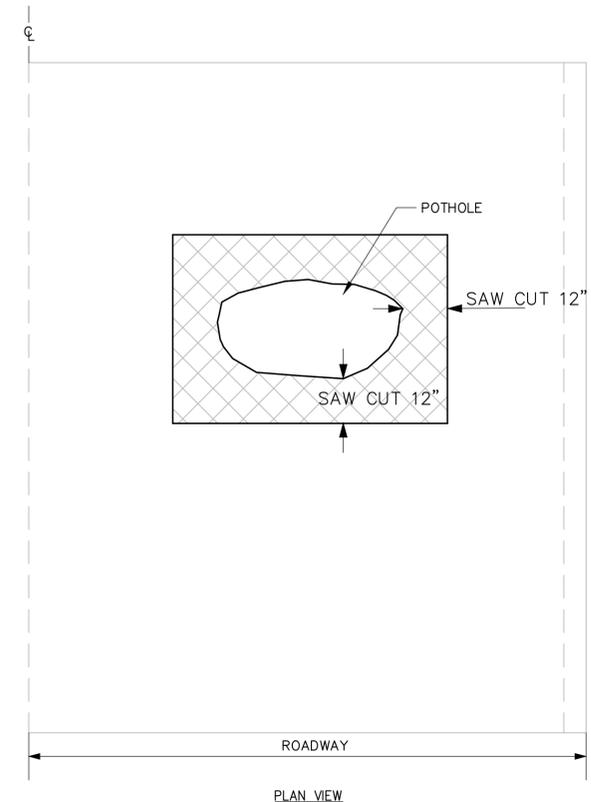
**N. RIDGE STREET
PROPOSED TYPICAL SECTION
ROADWAY**
N.T.S.

ASPHALTIC PAVEMENT SECTION:

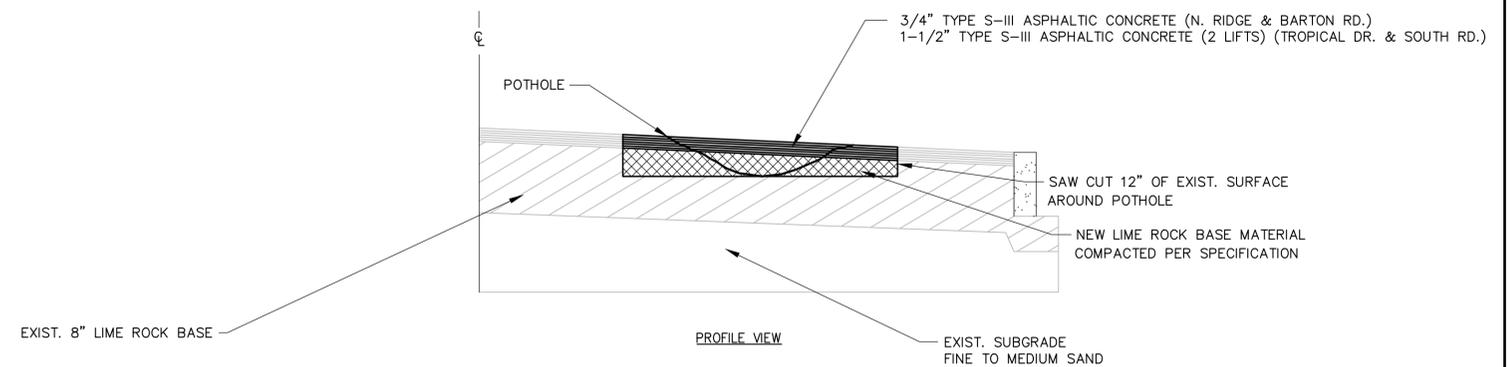
LAYER	CODE	TOTAL
3/4" TYPE S-III A.C.S.C.	0.44	0.33
8" LIMEROCK BASE COURSE	0.18	1.44
12" STABILIZED SUBGRADE	0.08	0.96
TOTAL STRUCTURAL NUMBER		2.73

6" FLUSH HEADER CURB TO REMAIN
MILL 3/4" AND RESURFACE ROADWAY WITH
3/4" TYPE S-III ASPHALTIC CONCRETE
EXIST. 8" LIME ROCK BASE

FDOT TYPE F
CURB AND GUTTER
TO REMAIN
PROP. 12" PVC WM
EXIST. SUBGRADE
FINE TO MEDIUM SAND



PLAN VIEW



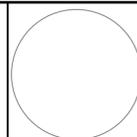
PROFILE VIEW

**TYPICAL POT HOLE
REPAIR DETAIL**

NOTES:
1) CONTRACTOR TO REPLACE ALL REMOVED OR DAMAGED SOD.
2) CONTRACTOR TO REMOVE AND REPLACE CURB ONLY AT LOCATIONS REQUIRED FOR WATER MAIN AND CURB RAMPS INSTALLATION.



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1	05/02/16	ROADWAY TYPICAL SECTIONS -- ADDENDUM #3
3	05/20/16	EXIST SOD AREA TYPICAL SECTIONS -- ADDENDUM #7
#	Date	Revision Description



**CITY OF LAKE WORTH
INFRASTRUCTURE IMPROVEMENTS
PALM BEACH COUNTY, FLORIDA
TROPICAL DRIVE & BARTON ROAD**

ROADWAY TYPICAL SECTIONS CONT. AND POT HOLE REPAIR DETAIL	
DWN: MH	DSN: WRB/MH
CHK: RH	SCALE: AS SHOWN
APV: RH	DATE: 04/07/2016

SHEET
C101