



BAY COUNTY BOARD OF COUNTY COMMISSIONERS

**PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401**

INVITATION TO BID

**SHERMAN AVE. FROM 11TH ST TO 15TH ST
FPN 451752-1-54-01**

**THIS BID MAY BE SUBMITTED ELECTRONICALLY THROUGH [OPENGOV](#)
[PROCUREMENT](#)**

**THOSE BIDDERS WISHING TO SUBMIT A PAPER BID MAY CONTACT THE
[PURCHASING DEPARTMENT](#)**

ITB No. 25-18

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INSTRUCTIONS TO BIDDERS

Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions

INTRODUCTION

The Bay County Board of County Commissioners (County) seeks bids from qualified contractors for the resurfacing of approximately 0.56 miles of Sherman Ave from 11th St to 15th St. to include widening at both the northbound and southbound approaches to the 15th St intersection to allow for the addition of left turn lanes as well as minor signalization work to provide indications for the resultant left-turn movements. Contractor is to provide all necessary labor, supervision, equipment and materials to complete the project. Contractor is also responsible for obtaining a right-of-entry permit and coordinating any work within the Bayline Railroad right-of-way.

The project will consist of earthwork, stabilization, milling, asphalt pavement, signing and marking, signal modifications and minor drainage improvements including but not limited to the grading of ditches/swales.

The State of Florida, Department of Transportation (“FDOT”) entered into a County Incentive Grant Program (CIGP) agreement with the “County. The project is being funded by FDOT FPN 451752-1-54-01. Funding for the project has been made possible through this grant and is contingent on strict conformance to the guidelines set forth by FDOT.

QUALIFICATIONS

The Prime Contractor or Subcontractor shall be qualified in, under Rule Chapter 14-22, Florida Administrative Code, the following major classes of work 1) Flexible Paving 2) Hot Plant-Mixed Bituminous Courses 3) Drainage, 4) Grading, 5) Grassing, Seeding and Sodding, 6) Pavement Markings, 7) Roadway Signing, and 8) Traffic Signal.

MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Bid Meeting will be held at **10:00 am (CST) on Wednesday, January 29, 2025** in the **Public Works Conference Room**, 840 W. 11th Street, Suite 2400, Panama City, FL 32401.

Note: Respondents shall attend the pre-bid meeting. Any respondent who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize respondents with the project and answer questions. **All respondents must be present and signed in prior to the start of the Mandatory Pre-Bid Meeting.** The convener of the meeting will collect the sign in sheet(s) and the meeting will “Officially” start. Anyone not signed in at the “Official” start of the meeting will be considered late and will not be allowed to propose on the project. **Please allow 10 to 15 minutes to sign in prior to the start of the Mandatory Pre-Bid Meeting.**

In the event that any discussions or questions at the pre-bid meeting or afterward require additional clarification the COUNTY will issue a written summary of questions and answers as an addendum to this Invitation to Bid.

BID DEADLINE/DELIVERY

ELECTRONIC OR SEALED PAPER BIDS for ITB NO: **25-18 Sherman Ave. from 11th St to 15th St** will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA up until **2:00 pm (CST) Tuesday, February 18, 2025**. Bids will be publicly opened immediately following the deadline. ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.

Bids for this solicitation may be submitted either electronically via [OPENGOV PROCUREMENT](#) or by paper, sealed and delivered to the Board of County Commissioners Purchasing Department, at 840 W. 11th Street, Suite 2500, Panama City, Florida 32401.

Bidders electing to submit paper bids should submit one (1) original bid package. Bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder, and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time.

Each bid shall be valid to Bay County for a period of ninety (90) days after the bid opening. The County will check the bids and notify the selected bidder at the earliest opportunity.

Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

BID DOCUMENTS

Electronic versions of the solicitation documents are available via OpenGov Procurement <https://procurement.opengov.com/signup>

Bid documents, plans, blueprints, or other materials may also be obtained by contacting the Bay County Purchasing Department, purchasing@baycountyfl.gov, 840 West 11th Street, Suite 2500, Panama City, FL 32401, (850) 248-8270.

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Department will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents.

POINT OF CONTACT

The County Purchasing Department will be the only point of contact for this ITB. Under no circumstances may a bidder contact any County Commissioner, County Administrator, or County employee concerning this ITB until after award. Any such contact may result in disqualification as per Bay County Code Section 2-124.

QUESTIONS

Bidders shall submit all questions, in writing, to the Purchasing Department via email Purchasing@baycountyfl.gov. All questions shall be submitted no later than **5:00 pm (CST) on Monday, February 10, 2025**.

ADDENDA

If any addenda are issued after the initial specifications are released, the County will post the addenda on the County website or OpenGov. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

BID FORM

To receive consideration, all bids shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitations or provisions will be attached or added to the Bid Form or other bid documents by the bidder.

No bidder shall be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid, except for the correction of errors in extension of unit prices in the bids. In such cases, the unit price bid shall not be changed and shall prevail.

BONDS

A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany each bid. A scanned copy may be submitted with the e-bid. The successful bidder's security will be retained until the contract has been signed and the bidder has furnished the required Public Construction Bond. The County reserves the right to retain the security of the next bidder until the selected bidder enters into contract or until 90 days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable.

COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES

Bids shall be on the basis of unit price and shall be compensation in full for the complete work. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, permits, impact fees, bonds and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 90 days after the date for opening and all bids shall be subject to acceptance by the County during this period.

CANCELLATION

The County may cancel this ITB, or reject in whole or in part, when it is in the best interests of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be posted on OpenGov and the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded to the lowest, responsive, responsible bidder who has proposed the lowest qualified Lump Sum Base Bid and is deemed qualified by Bay County, subject to the County's right to reject any or all bids and to waive informality and irregularity in the proposals and proposing.

RIGHT TO REJECT

In accordance with section 2-113 of the Bay County Code, the County reserves the right to:

- a. reject any or all submittals received;
- b. select and award any portion of any or all submittal items;
- c. waive minor informalities and irregularities in the bidder's submittal.

A bid may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A bid may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional bids, incomplete bids, indefinite or ambiguous bids, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of bids include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one bid for the same work from an individual, bidder or corporation under the same or a different name, and/or failure to perform or meet financial obligations on previous contracts. Bids may be rejected if not delivered on or before the date and time specified as the due date for submission of the bid.

EXECUTION OF AGREEMENT

The successful bidder shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Chief Procurement Officer all required contract documents in form and substance approved by the County. The Contractor shall also deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the Bay County Risk Management Office before the successful bidder may proceed with the work.

Neither the Notice of Award nor the execution of the required contract documents by the Contractor create any rights in the bidder. The bidder has no rights with respect to the award of the contract until a fully executed contract is signed by all required parties and all insurance policies and other required deliverables are provided and approved by the County.

LICENSING

Bidder shall be properly licensed for the appropriate work specified in this Invitation to Bid. All bidders are requested to submit any required license(s) with their bids. License(s) must be effective as of the bid opening date and must be maintained throughout the contract period. Failure to be properly licensed as stated above will result in the rejection of the bid as nonresponsive.

GENERAL TERMS

Companies that are required to register with the State of Florida Division of Corporations as a domestic or foreign business entity should provide evidence of their registration.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State or Federal Law, all bidders should be aware that bids, responses, and proposals are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a Contractor is conducted pursuant to a competitive solicitation, at which a Contractor makes an oral presentation as part of a competitive solicitation, or at which a Contractor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

WARRANTY

All goods and services furnished by bidder, relating to and pursuant to this ITB, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder’s expense, to correct such breach in the most expeditious manner possible.

SUBCONTRACTORS

The successful bidder will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the bidder’s response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the County.

The County reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the successful bidder.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County’s governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

BID PROTEST

A notice of protest must be submitted in accordance with section 2-114 of the Bay County Code, as amended from time to time. If a party intends to initiate such an action, it must electronically notify the Chief Procurement Officer and the County Attorney no later than one business day after notice of the awarding authority’s decision.

ANTICIPATED SCHEDULE

This schedule may be altered solely at the County’s discretion:

ITB Advertisement	Tuesday, January 14 and 21, 2025
Pre-Bid Meeting	Wednesday, January 29, 2025
Questions Due Date	Monday, February 10, 2025
Bid Deadline	Tuesday, February 18, 2025
Board Meeting for recommended award	Tuesday, March 4, 2025

BID CHECKLIST

The checklist is provided as a courtesy and may not be all inclusive of items required within this invitation to bids.

The following bid forms may be submitted electronically through OpenGov. Bidders submitting paper bids may download all documents from the Purchasing Department's web page: <https://www.baycountyfl.gov/Bids.aspx>

- _____ BID FORM
- _____ ADDENDUM ACKNOWLEDGEMENT
- _____ AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES,
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN
- _____ AFFIDAVIT OF COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES,
HUMAN TRAFFICKING ATTESTATION
- _____ ANTI-COLLUSION CLAUSE
- _____ CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
- _____ CONFLICT OF INTEREST DISCLOSURE FORM
- _____ IDENTICAL TIE BIDS/DRUG FREE WORKPLACE
- _____ SUB-CONTRACTORS
- _____ BID BOND
- _____ LICENSE AND CERTIFICATION AS REQUIRED

**ATTACHMENT 1
REQUIRED FORMS**

BID FORM
ITB NO: 25-18

This proposal of _____, hereinafter called "BIDDER," organized and existing under the laws of the State of _____ doing business as _____ (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

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

Contractor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

The **Lump Sum Base Bid** is:

(Words)

(\$ _____)

Submitted By: _____
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: _____
Name of Individual Who Prepared This Bid

Contact Email: _____

Address: _____

Phone: _____

Contractor's License No. _____

Signature of Authorized Representative of Firm/Contractor

Date

SEAL: (If bid is by Corporation)

BID FORM (Con't)
ITB NO: 25-18

Bidder agrees to perform all the work described in the Contract Documents for the following Unit Prices and Lump Sum Prices.

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL PRICE
101-1	MOBILIZATION	LS	\$	1	\$
102-1	MAINTENANCE OF TRAFFIC	LS	\$	1	\$
110-1	CLEARING & GRUBBING	AC	\$	0.61	\$
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	\$	119	\$
120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	\$	160.0	\$
120-71	REGULAR EXCAVATION (3-R PROJECTS ONLY)	CY	\$	459.3	\$
160-4	TYPE B STABILIZATION	SY	\$	2135	\$
285-701	OPTIONAL BASE, BASE GROUP 01	SY	\$	916	\$
285-703	OPTIONAL BASE, BASE GROUP 03	SY	\$	658	\$
286-2	TURNOUT CONSTRUCTION- ASPHALT/DRIVEWAY BASE- ASPHALT MATERIAL	TN	\$	102.2	\$
327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	\$	180	\$
327-70-5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	\$	1999	\$
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	\$	6098	\$
327-70-16	MILLING EXISTING ASPHALT PAVEMENT, 1/2" AVG DEPTH	SY	\$	1687	\$
334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	\$	547.5	\$
334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22, OVERBUILD	TN	\$	103.2	\$
337-7-80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	\$	653.2	\$
425-5-1	MANHOLE, ADJUST, UTILITIES	EA	\$	2	\$

520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	\$	140	\$
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	\$	77	\$
524-1-1	CONCRETE DITCH PAVT, NON REINFORCED, 3"	SY	\$	11	\$
527-2	DETECTABLE WARNINGS	SF	\$	22	\$
570-1-2	PERFORMANCE TURF, SOD	SY	\$	1125	\$
570-1-3	PERFORMANCE TURF, SOD AND SOIL - SHOULDER TREATMENT INDEX 570-010	SY	\$	945	\$
650-1-18	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION STRAIGHT, 1 WAY	AS	\$	2	\$
650-1-60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS	\$	2	\$
660-1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	\$	1	\$
660-2-101	LOOP ASSEMBLY- F&I, TYPE A	AS	\$	1	\$
660-4-41	VEHICLE DETECTION SYSTEM-VIDEO, F&I, CABINET EQUIPMENT	EA	\$	1	\$
660-4-42	VEHICLE DETECTION SYSTEM-VIDEO, F&I, CABINET EQUIPMENT	EA	\$	4	\$
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	\$	6	\$
700-1-50	SINGLE POST SIGN, RELOCATE	AS	\$	3	\$
700-1-60	SINGLE POST SIGN, REMOVE	AS	\$	1	\$
706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	\$	329	\$
*	YELLOW/YELLOW RPM	EA	\$	215	\$
	WHITE/RED RPM	EA	\$	114	\$
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	\$	1	\$
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	\$	348	\$

711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	\$	157	\$
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	\$	0.039	\$
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	\$	2	\$
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	\$	6	\$
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	\$	88	\$
711-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	\$	29	\$
711-14-193	THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOPE	LF	\$	1017	\$
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	\$	1.094	\$
711-16-201	THERMOPLASTIC, STANDARD - OTHER SURFACES, YELLOW,	GM	\$	0.631	\$
711-16-231	SOLID, 6" ""	GM	\$	0.259	\$
Sum of Total Prices (Base Bid)				\$	

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 248-8270 or email Purchasing@baycountyfl.gov prior to submitting your bid to ensure that you have received addendums.

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES,
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

Before me, the undersigned authority, personally appeared (Name of Affiant) _____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1, Affiant is the (Title) _____ of (Business Name) _____ which does business in the State of Florida, hereinafter called the "Nongovernmental Entity."

2. Nongovernmental Entity, pursuant to § 287.138, Florida Statutes, certifies that (1) Nongovernmental Entity is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Nongovernmental Entity, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Nongovernmental Entity is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in § 287.138(1)(c), Florida Statutes.

3. This Affidavit is executed by the Nongovernmental Entity accordance with § 287.138, Florida Statutes, for the purposes of preventing Bay County, Florida, from entering contracts with foreign entities of concern which would provide Nongovernmental Entity access to an individual's personal identifying information. Signed and Delivered on this _____ day of _____, 2024.

Signature of Affiant

Printed Name of Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2024, by

_____.

Personally Known OR Produced Identification
Type of Identification Produced _____

(Notary Signature)

(SEAL)

**AFFIDAVIT OF COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES,
HUMAN TRAFFICKING ATTESTATION**

Before me, the undersigned authority, personally appeared (Name of Affiant) _____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) _____ of (Business Name) _____ which does business in the State of Florida, hereinafter called the "Nongovernmental Entity."

2. Nongovernmental Entity, pursuant to § 787.06(13), Florida Statutes, certifies that 1) neither Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as terms are defined in § 787.06, Fla. Stat., as may be amended from time to time; (2) Nongovernmental Entity will immediately notify Bay County, Florida, if, at any time in the future, Nongovernmental Entity does use coercion for labor or services, and understands that pursuant to such notification no contracts may be executed, renewed, or extended between the parties; and (3) Nongovernmental Entity has read the foregoing attestation, confirms the facts stated in it are true, and are made for the benefit of, and reliance by, Bay County, Florida.

Signed and Delivered on this _____ day of _____, 2024.

Signature of Affiant

Printed Name of Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____.

Personally Known OR Produced Identification

Type of Identification Produced _____

(Notary Signature)

(SEAL)

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Contractor Name: _____
Contractor FEIN: _____
Contractor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Contractor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

BID BOND

BY THIS BOND, We, _____ as Principal and _____, a corporation, as Surety, are bound to the Board of County Commissioners, Bay County, Florida, as County, in the sum of \$_____ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that

- 1. The Principal has submitted to the County a certain Bid dated _____.
- 2. If said Bid shall be rejected, or, if said Bid shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Bid, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the County may accept such Bid; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered in three (3) counterparts on _____

CORPORATE PRINCIPAL

By: _____

Attest:

Its: _____

Seal:

Acknowledged and subscribed on _____, before the undersigned authority by _____, as the _____ of the Corporation named as Principal and with due authorization of the Corporation.

Notary Public

SURETY

By: _____

Attest:

Seal:

Countersigned:

By: _____

Attorney-in-Fact, State of Florida

ATTACHMENT 2
SAMPLE CONTRACT 25-18
SHERMAN AVE. FROM 11TH ST TO 15TH ST

This Contract, dated _____ is between the Bay County Board of County Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Contractor Name, located at Contractor Address, City, State, Zip ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies resurfacing of approximately 0.56 miles of Sherman Ave from 11th St to 15th St. to include widening at both the northbound and southbound approaches to the 15th St intersection to allow for the addition of left turn lanes as well as minor signalization work to provide indications for the resultant left-turn movements. Contractor is also responsible for obtaining a right-of-entry permit and coordinating any work within the Bayline Railroad right-of-way

The Contractor will perform those services in accordance with **Exhibit 1** General Terms and Conditions, the FDOT "Standard Specifications for Road and Bridge Construction" dated November 4, 2024 as implemented by the attached **Exhibit 2**, titled "Bay County Board of County Commissioners Special Provisions for the Adaptation and Use of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction", and **Exhibit 3** Bay County construction plans titled "Sherman Ave. from 11th St to 15th St" dated October 24, 2024. The Contractor hereby agrees to provide the following services to the County according to ITB 25-18 Sherman Ave. from 11th St to 15th St, said documents being incorporated into this agreement as if fully set out herein, and the Contractor's response thereto, said documents being attached as **Exhibit 4**, to the extent they are not inconsistent with this Agreement.

The State of Florida, Department of Transportation ("FDOT") entered into a County Incentive Grant Program (CIGP) agreement with the County. The project is being funded by FDOT FPN 451752-1-54-01. Funding for the project has been made possible through this grant and is contingent on strict conformance to the guidelines set forth by FDOT.

2. Term

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed in 120 calendar days. Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$1,685.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the Engineer as being completed. For purposes of time calculation, day one of the project is the calendar day after the date of the Notice to Proceed.

3. Contract Price

The County shall pay the Contractor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Contractor's invoice and written approval of same by the County's Designated Representative indicating that services have been rendered in conformity with this Agreement. The Contractor shall submit an invoice for payment to County Public Works Department on a monthly basis for those specific services, as described in this Agreement, ITB 25-18 and the Contractor's proposal cost of \$_____, that were satisfactorily completed during that invoicing period.

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's price proposal contained in **Exhibit 4**.

4. Payments

Notwithstanding anything to the contrary herein, the County shall pay the Contractor for services performed under this Contract in accordance with the Local Government Prompt Payment Act (F.S. §218.70, et seq.) Pay requests shall be sworn statements based upon the progress made and submitted to the County Public Works Department on a monthly basis. Payment by the County to the Contractor of the statement amount shall be made within twenty (20) days after the date on which the payment request or invoice is stamped as received. Five percent (5%) retainage shall be held at the discretion of the County.

Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the Contractor's fee, shall be due and payable within 30 days after the Project is delivered to the County, finished and ready for beneficial occupancy, or when the County occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the Contractor and the County shall list those items prior to receiving final payment and the County may retain a sum equal to 150% of the estimated cost of completing any unfinished work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, County shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

Payments to Subcontractors - The Contractor shall promptly, but not later than 10 days after receipt of payment from the County, pay all the amount due subcontractors. If there should remain items to be completed, the Contractor and County shall list those items required for completion and the Contractor shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The Contractor shall pay to the subcontractors, monthly; the amount

retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the County's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the County.

Delayed Payments by County - If the County shall fail to pay the Contractor within 20 days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the County and the Engineer stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Bay County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Contractor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

5. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or subcontractors under it, be considered to be employees of Bay County.

6. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the County objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from County premises.

7. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the County Public Works Dept. Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

8. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

9. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the County in order to perform the service;

Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the County.

Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public

records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

11. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. “(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.”

12. County Representative

The County Public Works Director or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor’s designee will deal with the County’s representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

13. Laws, Rules and Regulations

General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor’s performance of this Contract and the preservation of public health and safety. Upon request by the County, Contractor shall provide proof of such compliance to the County.

Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

14. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, subcontractor, or consultant

under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

15. E-Verify.

As a condition precedent to entering into this agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.

The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. Scrutinized Companies

Contractor must certify that the company is not participating in a boycott of Israel.

Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above.

Contractor must submit the certification attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

17. Warranty

The Contractor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins at the date of final payment for the project. The Contractor shall expeditiously repair and remedy any defects in the construction that are discovered within one (1) year, without cost or charge to the County. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the County may have the work done at the Contractor's expense or may proceed against the Contractor's Public Construction Bond.

18. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements, which are attached as **Exhibit 5** to this Contract and incorporated by reference.

19. Bonds

Contractor will secure and post a Public Construction Bond **Exhibit 6** pursuant to Section 255.05 of Florida Statutes. All such bonds shall be issued by a Surety acceptable to the County. The County will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory

form shall subject the Contractor to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

20. Hold Harmless and Indemnification

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County including the County's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Sec. 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (1) the monetary value of the Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract; or (iii) \$1,000,000.00.

This Section survives termination or expiration of this Contract.

21. Duty to Pay Defense Costs and Expenses

The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

This Section survives termination or expiration of this Contract.

22. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:	For the Contractor:
Bay County Public Works Department	
Attn: Scott Chandler	
840 W. 11th Street	
Panama City, FL 32401	

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

23. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

24. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

25. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

26. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Contractor shall not be construed to waive or limit the full and faithful performance by the Contractor of another of its obligations or of the same obligation in the future.

27. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the

Contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

28. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the Contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

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

Failure of the Contractor to comply with the provision of Section 13 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

29. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

30. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

31. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this _____ day of _____, 2025.

Executed by:

**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA**

By: _____
Douglas Moore, Chairman

Attest:

Bill Kinsaul, Clerk of Court

Approved as to form

Office of Bay County Attorney

CONTRACTOR

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 2025, by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

Exhibits:

1. General Terms and Conditions
2. Specifications Package
3. Construction Plans
4. Contractor's Response to ITB 24-47
5. Insurance Requirements
6. Public Construction Bond

EXHIBIT 1 GENERAL TERMS AND CONDITIONS

1. Enough detail is given in the bid to describe the item being bid, although not written, full manufacturer's specifications are implied. Manufacturer's specifications take precedent over information within this bid if any discrepancy exists.
2. Plans, Drawings, Specifications, Special Provisions and other documents shall be considered a part of the Bid Form whether attached or not.
3. Prospective Bidders must be able to show that they are capable of performing each of the various items of work upon which they bid and that the equipment necessary for the prosecution of the work is available. The Bidder shall be licensed as a Contractor when required by state law. Such license shall be in effect prior to the date and time specified for receipt of bids by the County.
4. Should the bidder to whom the award of contract was made, fail to execute any of the required and acceptable bonds, the award of contract shall be annulled and the Bid Bond posted by the bidder shall be retained by the County, not as penalty, but as liquidated damages. Award will then be given to the bidder selected by the County with a qualified bid.

5. The Work

- a. Intent is for the Contractor to provide for construction, completion in every detail of the work, furnishing all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents.
- b. The County's Designated Representative shall have the right to make alterations in the drawings or specifications as considered necessary or desirable during the progress of the work for satisfactory completion of the work. No alterations shall be made which will result in a substantial change in the general plan, character, or basic scope of the work.
- c. Upon completion of the work, before acceptance by the Engineer or Architect of Record and before final payment, the Contractor shall remove all equipment, surplus, discarded materials, rubbish and temporary structures and shall restore, in an acceptable manner, all property, both public and private, damaged during the performance of the work.
- d. This contract requires compliance with the "Trench Safety Act" Chapter 553.60-553.64 of Florida Statutes.

6. Control of the Work

- a. The County will furnish the Contractor a maximum of three (3) sets of reproducible copies of the drawings and specifications as required for the particular project.
- b. At project completion, the Contractor shall furnish, on sheets not larger than 24 inches by 36 inches, as-built drawings of utility lines, stormwater pipes, and structures showing any deviation from the plans and specifications that exceed 0.1 feet in vertical elevation and 1 foot in horizontal location and any change to the type of construction material and size. The as-built drawings shall be signed and sealed by a Florida licensed professional land surveyor or professional engineer.
- c. The Contractor shall take no advantage of any apparent error or omission which he might discover in the drawings or specifications. In the event that an error or omission is discovered by the Contractor, he shall, within 24 hours of such discovery, notify the County's Designated Representative who shall then make such corrections and interpretations deemed necessary for reflecting the actual spirit, intent, and scope of the drawings and specifications.
- d. The Bay County Public Works Director shall have the final say on all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the drawings and specifications.
- e. The County Surveyor shall furnish the project bench marks and horizontal and vertical controls.

f. The Contractor shall furnish and set slopes stakes, rough grade stakes and all other stakes necessary for construction of the project.

g. Failure to remove or refusal by the Contractor to remove defective materials or work, or make necessary repairs to damaged work shall be cause for the County's Designated Representative to make the necessary corrections at the expense of the Contractor with such monies being deducted from the contract amount or charged against the bonds.

h. The Contractor shall notify the County's Designated Representative when the project is substantially complete. If the County's Designated Representative determines the project is substantially complete, a "Certificate of Substantial Completion" will be issued by the County.

i. The Contractor shall maintain all work in first-class condition until it has been completed as a whole and accepted by the County's Designated Representative. The Contractor shall be responsible for the security and protection of all materials used in the project until a "Notice of Completion" is issued by the County.

j. Any written claim for compensation due to delays, additional, or extra work shall include the following:

i. for delay claims, provide a critical path schedule showing the delay is due to a controlling item of work and the early start, late start, early finish, late finish and the critical path;

ii. a detailed factual statement providing dates, locations, and items of work affected in each claim;

iii. the date on which actions or conditions resulting in the claim became evident.

iv. all pertinent documents and substance of any material oral communications relating to the claim and the name of the persons making the oral communications;

v. the written claim shall identify the provisions of the contract which support the claim along with a detailed explanation as to why these provisions support the claim;

vi. a detailed breakdown of compensation sought for labor expenses, additional material and supplies, listing of each piece of equipment and cost, any direct damages and any indirect damages and all documentation in support thereof.

vii. equipment rental rates that are based on Blue Book Rental rates.

k. The County will not compensate the Contractor for any delays for any reason unless five days (excluding Saturdays, Sundays and holidays) have elapsed from the start of work stoppage. The first day of any claims shall be on day six of the work stoppage. This shall apply to each work stoppage.

l. The County expects the Contractor to use forces and equipment on any item of work that can be completed during the delay. The Contractor's claim must show the delay is due to the controlling item of work as shown on the critical path method schedule. After five work days if the County deems the delay claim to be valid, the Contractor's claim shall only be for labor, equipment and materials that are delayed due to the controlling work item. If the County Engineer determines the Contractor forces and equipment can be used on other work items during the delay, no compensation will be given for these forces and equipment.

m. Unless otherwise stated in the plans or specifications, the term "install" shown in the plans and specifications shall be interpreted by the Contractor to mean the same as "furnish and install", which means the Contractor shall provide all materials, equipment and labor to completely install the item shown in the plans or specifications.

7. Material Control

a. Only materials conforming to the requirements and intent of the drawings and specifications will be used and all such materials not specifically identified in the plans and specifications will be approved by the Engineer or Architect of Record prior to use to perform the work. For road and stormwater projects, unless otherwise approved by the Engineer of Record, the County will limit the Contractor's procurement and use of products required by the FDOT Specifications to only those items listed in the Florida Department of Transportation's Qualified Products List (QPL) or Approved Products List (APL). Reference in the contract documents to a

proprietary device, product, material or fixture to establish a quality standard is not intended to limit competition. The Contractor may use any proprietary device, product, material or fixture that in the Engineer of Record's judgment is equal, for the purpose intended.

b. The Contractor shall ensure that County personnel have entry at all times to the construction site in order to inspect and evaluate any or all materials used for performing the work. The County's Designated Representative shall have the right to sample and test any or all materials used in performing the work. Copies of any tests accomplished by the County's Designated Representative will be provided to the Contractor.

c. Materials shall be stored as specified in the contract documents or as per the material manufacturer's recommendations. The protection of stored materials shall be the responsibility of the Contractor and the County shall not be liable for any loss, theft or damage to stored materials.

d. Any materials found to be defective by the Contractor or the County's Designated Representative shall be removed from the work or place of storage at the Contractor's expense and replaced at the Contractor's expense. Failure or refusal by the Contractor to accomplish the removal and replacement of defective materials from the work or place of storage shall be grounds for the County's Designated Representative to do same at the expense of the Contractor and such expense deducted from the contract amount or from the bond.

e. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavations and keep such excavations dry so as to obtain a satisfactory undisturbed sub-grade foundation condition until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations.

f. The Contractor shall furnish all materials and equipment and perform all work required to install and maintain the drainage systems for handling groundwater and surface water encountered during construction of structures, pipelines and compacted fills. The Contractor shall obtain FDEP and NWFLWMD permits for all dewatering operations. During dewatering operations all engines shall be equipped in a manner to keep pump noise to a minimum. If dewatering is required after 10:00 PM near residences and business, pump noise shall not create a nuisance to the property owners. The Contractor is solely responsible for any damages to private or public property caused by Contractor's dewatering operations. During dewatering operations, the Contractor shall notify all business and residences within a minimum of 300 feet of the dewatering operations to turn off all irrigation pumps. The 300 foot limit is a minimum, and the Contractor is responsible for any damage to private property, to include, but not limited to loss of plants, burned out pumps, building, pavement, sidewalk or any other structural settlement, etc. that can be attributed to the dewatering operations. The County will assume no liability nor pay for any claims; arising from the Contractor's dewatering operation.

8. Contractor Responsibilities

a. The Contractor shall relieve the County from any and all claims arising from claims by holders of trademarks, patents or copyrights used or incurred by the Contractor in performing the work.

b. The Contractor shall not permit his equipment to interfere with traffic while such equipment is on or traversing an existing road without coordination with and approval of appropriate officials of the State, County, or City.

c. The Contractor shall be responsible for all damages arising out of his use of explosives when deemed necessary in the performance of the work.

d. The Contractor shall preserve from damage all public and private property along the line of construction and adjacent to the work. If the Contractor fails to restore such property, the County's Designated Representative, upon written notification, as deemed necessary, may proceed to repair the damaged property and the cost deducted from the contract sum.

e. Arrangements for utilities to the site shall be accomplished by the Contractor and in doing same he shall coordinate with the appropriate utilities for the just and proper utilization of any space where construction shall entail the joint use of area under this work and the utility construction.

f. Final acceptance will not be given nor will bond be released unless any and all claims against the Contractor are paid or the Contractor has otherwise been relieved of the claim.

g. Until acceptance of the work by the County's Designated Representative, the work shall be under charge and custody of the Contractor and he shall take every precaution against injury or damage to the work by the action of the elements or from other causes.

9. Prosecution and Progress

a. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or subsequent agreements of the contract without written consent of the County.

b. The Contractor shall commence work on or after the Notice to Proceed date and shall provide sufficient resources to insure completion of the work within the time limit set forth. Should the Contractor fail to provide sufficient resources to assure timely progress and if he fails to perform the work within the specified time, the County shall have ground to claim default.

c. The Contractor shall schedule his operations to minimize any inconvenience to adjacent businesses or residences. The Contractor shall take special precautions to restrict his major operations in performing the work to what is commonly understood to be "normal" or "standard" working hours. Work performed at other periods requires preapproval from the County's Designated Representative.

d. The Contractor shall maintain reasonable access at all times to all business and private residences and property adjacent to construction area or impacted by the construction.

e. The County's Designated Representative shall make provision for and shall schedule a pre-construction conference with the Contractor and all concerned parties in attendance.

f. The Contractor shall provide a detailed schedule to the County within 5 working days after the date of the preconstruction conference. Adherence to the Contractor's construction schedule is critical to the residents and businesses impacted on the project. The Contractor shall give the County 48 hours notice of schedule changes and shall submit a new and complete changed schedule. The County will not allow any lane closure or paving operations without 48 hours notice. The Contractor shall give the County Inspector 48 hours notice of commencement of all major work items.

g. The Contractor shall assure that all supervisory personnel employed by him are fully qualified and competent to properly perform the work in coordination with other trades at the work and can perform the work within the specified periods of time.

h. The Contractor shall maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. The superintendent shall be capable of properly interpreting the Contract Documents and shall be thoroughly experienced in the type of work being performed. The superintendent shall have full authority to receive instructions from the County's Designated Representative and to execute the orders or directions of the County's Designated Representative, including promptly supplying any materials, tools, equipment, labor and incidentals that may be required. This superintendent must be at the project site to supervise sub-contractors. The superintendent must speak and understand English.

i. Contractor shall designate a responsible person who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, seven days a week who is the point of contact during emergencies.

j. The County's Designated Representative shall have the authority to suspend the work, wholly, or in part, for such periods as may be deemed necessary due to unsuitable weather or other conditions considered unfavorable for performance of the work.

k. The Contractor may be declared in default for non progress, by the County's Designated Representative, when the percentage value of dollar work completed with respect to the total

amount of contract is not within twenty (20) percent of the time elapsed versus the total performance period.

l. Contractor may subcontract for work identified in this solicitation. The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. The Contractor's workforce shall be responsible for at least 51% of the work performed and provide an on-site full time job supervisor to manage the day to day job site, and subcontractors. Proposed use of subcontractors should be included in the response to this solicitation.

10. Payments and Acceptance

a. Payment will not be made until the work invoiced is completed in full. If material or equipment acceptance testing is required, payment will not be made until satisfactory test results as determined by the County's Designated Representative are delivered to the County.

b. The Contractor shall accept the compensation as provided in the contract as full payment for furnishing all materials and for performing all work contemplated under the contract.

c. The contract price shall include all labor, equipment, material, tools and incidentals required for completing the work.

d. Subsoil conditions, if presented, must be interpreted within the limits of investigation and the anticipated normal field variances. Claims for unusual conditions or excessive amounts of fill or excavation over original estimates of the Engineer of Record or Contractor shall not be grounds for extra work clauses or request.

e. To be paid for all quantities paid by the ton, a County Inspector must verify the delivery and receive a load ticket identifying the truck number, material and quantity of material delivered. The Contractor shall not haul such materials unless the inspector is on-site. If there has been a change in schedule, the County requires 48 hours notice to schedule inspectors.

f. To be paid for all quantities paid by the truckload, the County must have a truck chart for each truck prior to the truck being used for hauling operations. The Contractor must provide the truck chart to the County Inspector in sufficient time to allow the County to verify all dimensions and volumes shown on the truck chart. A County Inspector must verify the delivery and receive (if available) a load ticket identifying the truck number, material and quantity of material hauled. The Contractor shall not haul such materials unless the Inspector is on-site. If there has been a change in schedule, the County requires 48 hours notice to schedule inspectors.

g. The County's Designated Representative retains the right to cancel portions or expand the scope of work after a fair and just adjustment is agreed to with the Contractor.

h. The Contractor will receive partial payment based upon the amount of work completed as determined by the County's Designated Representative, to include stored material. The County will withhold retainage in the amount of 5 percent of the total work completed at the date of the Contractor's invoice. The Contractor may reduce the retainage amount as allowed by Florida Statutes.

i. Any partial payments will be subject to withholding by the County's Designated Representative pending any unsatisfied claims brought against the Contractor for labor or materials.

j. Any partial payments will be subject to withholding by the County's Designated Representative pending any unsatisfied completion or restoration of any assertion for defective or damaged work or materials.

k. In the event of dispute regarding amounts due to the Contractor, the County reserves the right, at any time prior to final payment on the Contract, to audit, or cause to be audited, the Contractor's original records pertaining to the work.

l. Whenever the work provided for under the contract has been completely performed by the Contractor, and the final inspection and final acceptance has been made, and it is proven to the County's Designated Representative that all claims are satisfied, the final payment, being the difference between the contract amount and summation of all previous payment less any

penalties assessed, shall be paid to the Contractor. Upon final payment the Contractor shall provide the County's Designated Representative a statement that he has been paid all monies due and that the work was performed in accordance with the Contract Documents.

m. The payments of sub-contractors, material, men and suppliers shall comply with Section 255.071 of Florida Statutes.

n. Within five (5) working days following each payment to the Contractor, the Contractor shall pay respective amounts allowed by the County for all materials, all equipment installed in the work, all work performed by sub-contractors to the extent of each sub-contractor's interest in the Contractor's amount of payment.

o. On monthly invoices subsequent to the first invoice submitted there shall be a signed "Waiver of Right to Claim Against the Payment Bond (Progress Payment)" indicating that invoices for equipment and material supplied and sub-contractors have been paid by the Contractor.

p. On the final invoice submitted there shall be a signed "Waiver of Right to Claim Against the Payment Bond (Final Payment)" indicating that invoices for equipment and material supplied and sub-contractors have been paid by the Contractor.

q. Date of final payment shall be the commencement of all warranties and guarantees. If the County reasonably determines that the Contractor has breached any of the warranties provided herein, then the Contractor shall perform the necessary work to comply with its warranties and shall pay to the owner its reasonable costs to investigate and then identify the breach of warranty claim.



EXHIBIT 2
SPECIFICATIONS PACKAGE

The July 2022 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction is revised as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

Signature
and Seal: _____

Date: _____

Engineer of Record: JOHN ADAIR, P.E.

Fla. License No.: 73833

Firm: BAY COUNTY PUBLIC WORKS DEPARTMENT

840 WEST 11TH STREET

PANAMA CITY, FLORIDA 32401

Certificate of Authorization:

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SPECIAL PROVISIONS

BAY COUNTY SPECIAL PROVISIONS FOR THE ADAPTATION AND USE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The County uses the “Florida Department of Transportation Standard Specifications for Road and Bridge Construction” as the governing specification for County roads and stormwater projects. This special provision contains specific clauses adopted by the Bay County Board of County Commissioners that add to or revise the Florida Department of Transportation Standard Specifications for Road and Bridge Construction or supplement specifications, setting forth conditions varying from or additional to the Standard Specifications and are applicable to Bay County Public Works road and storm water construction projects.

The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2022 Edition, Division II shall be the governing specifications for all contract pay items unless the pay items are modified by pay item notes or special provisions. Division I of the FDOT specifications shall be used for prosecution and progress of the contract except where modified by the County’s general conditions or special provisions. Sections 2, 3, 4, 5, 8-1, 9-2.1.1 and 9-2.1.2 of the FDOT specifications are specifically excluded from this project. For purposes of liquidated damages, the contract time shall be calculated in accordance with Section 8-7 of the FDOT specifications with the exception that no work shall be allowed on Saturdays or Sundays.

1. The governing order of project documents is:
 - a. General Terms and Conditions
 - b. Bay County Special Provision for the Adaptation and Use of the FDOT Specifications
 - c. Bid Form Pay Item Notes
 - d. Plans
 - e. FDOT Design Standards
 - f. Project Specific Specifications
 - g. FDOT Standard Specifications for Road and Bridge Construction
 - h. When discrepancies exist between any of the above the Bay County Public Works Director or his designated representative shall determine the proper course of action for the Contractor.

2. The hours of work shall be 7:00 A.M. until 30 minutes prior to sundown Monday through Friday. No work is to be done in the period from December 24th through the following January 1st. These days off will be added to the contract time, but no additional compensation for delays will be allowed. No work shall be done on the Friday immediately preceding Memorial Day, or Labor Day. Contract time will be charged during holiday and weekend periods regardless of whether or not the Contractor’s operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods or weekend periods.

3. Contract Time - The number of calendar days allowed by the County for the substantial completion of the Contract. The contract substantial completion date is computed by adding the number of days authorized by the Form of Agreement to the Notice to Proceed date.
4. Notice to Proceed – Written communication issued by the County to the Contractor authorizing them to proceed with the work and establishing the date for commencement of the work. For purposes of calculating liquidated damages, the Notice to Proceed date will be considered day zero.
5. Substantial Completion - For a unit price contract a project is substantially complete when all the work, as specified in the plans and list of pay items, has been completely installed. For a lump sum contract, a project is substantially complete when all the work specified by the plans and specifications are complete and the county can enjoy beneficial use or occupancy and may use, operate and maintain the project in all respects and for its intended purpose as determined by the County’s Designated Representative. The Contractor will not be charged liquidated damages for any days on or after the substantial completion date, but retainage will be withheld until all punchlist items are completed.
6. Whenever unanticipated work not covered by the drawing or specifications is found and is considered essential to satisfactory completion of the work within intended scope, the Contractor shall notify the County’s Designated Representative immediately.
7. The County may at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. Rights are reserved to purchase additional quantities at bid price.
8. When the Contractor deems that extra compensation is due for work not covered in the contract the Contractor shall immediately verbally notify the County’s Designated Representative and follow-up with a written claim within twenty (20) calendar days of the date of the event that gave rise to the claim. The county will not consider any claim when the notice given by the Contractor is over 20 calendar days past the date of the event giving rise to the claim and the Contractor shall waive the claim for compensation. The contractor shall not commence any work claim until they have received written approval from the county to do such work.
9. The Contractor must submit in writing to the County Engineer any claims for compensations due to delays. The County will not compensate the Contractor for any delays for any reason unless five days (excluding Saturdays, Sundays and holidays) have elapsed from the start of work stoppage. The first day of any claims shall be on day six of the work stoppage. This shall apply to each work stoppage. In order to submit a valid claim for work stoppage, the Contractor must submit a schedule made using the critical path method which shows the early start, late start, early finish, late finish and the critical path. The County expects the Contractor to use forces and equipment on any item of work that can be completed during the delay. The Contractor’s claim must show the delay is due to the controlling item of work as shown on the critical path method schedule. After five work days if the County deems the delay claim to be valid, the Contractor’s claim shall only be

for labor, equipment and materials that are delayed due to the controlling work item. If the County Engineer determines the Contractor forces and equipment can be used on other work items during the delay, no compensation will be given for these forces and equipment.

10. The Contractor fully warrants all workmanship and material, in the performance of his obligation under this contract, for a period of one (1) year after completion of the work described in this Contract. The warranty period begins at the date of final payment for the project. The Contractor shall forthwith repair or remedy any defects in the construction done by him, discovered within one (1) year, without cost or change to the Owner. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the correction of the defect, then the Owner may have the work done at the Contractor's expense or may proceed against the surety bond.
11. Unless otherwise stated in the contract documents, the term furnish shall be interpreted as meaning furnish and install, which shall include the full cost of materials, labor and equipment to furnish and install a complete item to include satisfactorily completion of all testing requirements.
12. The County will not make payment on any invoices until the schedule and if applicable, the schedule of values is received and approved by the County.
13. An invoice must be submitted even if no work was performed during that month.
14. All submittals shall be submitted to the County for staff review no later than 10 work days prior to the products use on the project.
15. The Contractor's project manager shall provide written documentation on elevations of curbing, inlet box inverts and grate elevations, pipe inverts, final milling and base profiles and cross slopes and any other critical elevations and slopes as directed by the County, all prior to covering up the work and done as the work progresses.

FDOT SPECIFICATIONS DIVISION I – GENERAL REQUIREMENTS & COVENANTS

DEFINITIONS

ARTICLE 1-3 has the terms Department, Engineer and Holidays deleted and the following substituted:

Department.

Bay County.

Engineer.

The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project’s Construction Engineering Inspection Manager. The Engineer may be County in-house staff or a consultant retained by the County.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

Holidays.

County Holidays – New Years Day, Martin Luther Kings Birthday, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Holidays that fall on a Saturday will normally be observed on the preceding Friday and holidays that fall on Sunday will normally be observed on the following Monday.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.

7-29 E-Verify.

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

**FDOT SPECIFICATIONS DIVISION II – CONSTRUCTION
DETAILS**

Section 102 – Maintenance of Traffic

1. Contractor at Contractor’s expense shall give residents and businesses located on the project right-of-way 48 hours notice of start of construction and have maintenance of traffic signage in place prior to beginning any construction. The County will provide door hanger type notices to the Contractor. Contractor personnel shall distribute to each business and resident 24 hours prior to starting any operations that could prevent access to any residence or business. The Contractor should include the cost of these notifications in their maintenance of traffic (MOT) costs.

2. When traffic signs are located within the area of construction, the Contractor shall notify the County Inspector for approval to remove, re-set, or relocate any sign. The Contractor shall reinstall any disturbed mailboxes or signs to existing or acceptable condition.
3. Lane closure restrictions are:
 - From 6:00 a.m. to 8:00 a.m. and 4:30 p.m. to 6:30 p.m. - no lane closure.
 - At the discretion of the County Engineer, if lane closure causes extended congestion, the Contractor shall be directed to reopen the closed lane(s) until such time as the traffic flow has returned to normal.

All lanes must be reopened to normal traffic within 12 hours during and evacuation notice of a hurricane or other catastrophic event and shall remain open for the duration of the evacuation or event as directed by the County Engineer.
4. Any road closures will require a minimum of 10 working days notice and County manager approval prior to closure. The Contractor, at Contractor's expense shall be responsible for designing and implementing a detour plan, to include signage. Two working days in advance of any road closure, the Contractor shall post signage that can be clearly read by the traveling public notifying the public of the road closure.
5. In the event that law enforcement is required for maintenance of traffic, the Contractor shall pay all costs.

Section 104 – Prevention, Control, and Abatement of Erosion and Water Pollution

1. The erosion control plan shown in the drawing package denotes a minimum requirement for the project. It may not meet all the requirements of a stormwater pollution prevention plan required for the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.
2. Contractor shall be responsible for obtaining coverage under the Florida Department of Environmental Protection NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities for all projects disturbing one (1) acre or more. The cost of all items and work required to implement the conditions of the NPDES Generic Permit for Stormwater Discharge shall be included in the Contractor's bid.
3. Unless otherwise directed by the County Engineer, all areas disturbed by construction shall be seeded and mulched or sodded within five (5) days after construction in that area.
4. Contractor, at Contractor's expense, shall maintain all sodded and seeded areas in accordance with the plans. Contractor shall guarantee sodding and seeding for a period of ninety (90) days after issuance of Certificate of Completion. During the guarantee period, the Contractor shall replace at no cost to the County, any sod or grass that dies or is not established 90 days after seeding or sod placement, if the causes for such defects are traced to negligence or poor workmanship by the Contractor. Any sod or grass missing or defective shall be replaced in a manner satisfactory to the County Engineer. In case of any doubt as to the condition and satisfactory establishment of the sod, the County Engineer

may allow the sod or grass to remain through another 90 day establishment period. After which time the sod or grass in question, if found to be dead or in an unhealthy or badly impaired condition shall be replaced by the Contractor at no cost to the County. Contractor shall also be responsible for maintenance of grass including mowing to keep grass a maximum of 6 inches in height during the project and through the 90 day warranty period.

5. In general, seed with Pensacola Bahia grass, except in sandy areas, then use unhulled Bermuda. Add temporary grass seeds as appropriate for the season. In urban areas where lawns are maintained in the right of way, the Contractor shall sod or seed to match existing grass or sod at no additional cost to the County. During the months of October through February overseed all sodded areas with temporary grass seed. Seeding rates are as follows:

Type of Seed	Coastal (Mar.-Nov.)	Coastal (Nov.-Mar.)	Inland (Mar.-Nov.)	Inland (Nov.-Mar.)
	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)
Unhulled Bermuda ²		90		20
Hulled Bermuda ²	60		15	
Bahia (Argentine or Pensacola)			180	180
Annual Rye Grass		90		90

Notes:

Table from FDOT 2000 Standard Specification for Road and Bridge Construction. Bermuda shall not be used in areas adjacent to existing or proposed landscaping.

6. When hydroseeding is used, Contractor shall submit hydro-seeding mix to the County Engineer for approval. Mix shall include permanent and temporary seed, fertilizer, mulch, and soil seal. The mix shall give a seeding, mulching and fertilizing rate that is equal to or greater than the seeding rates specified in the table above and meeting standards for hydroseeding technology.
7. Seeding may only be used on slopes less than 4:1 horizontal to vertical (H:V). Sod all slopes between 4:1 and 2:1 H:V slopes. Use lapped and pinned sodding or erosion control blankets for all slopes between 2:1 and 1:1 H:V. Use retaining walls or sand cement riprap for slopes greater than 1:1 (H:V).
8. When working in the waters of the state under a state or federal regulatory permit, the Contractor shall take water samples as directed by the conditions of the permit.

Section 105 – Contractor Quality Control General Requirements

1. The Contractor shall have the following Florida Department of Transportation (FDOT) plant and laboratory approvals:
 - a. An FDOT approved asphaltic concrete production plant.
 - b. An FDOT approved asphaltic concrete laboratory at the asphalt production plant.

2. The contractor shall provide at or prior to the pre-award meeting personnel certifications meeting the requirements of FDOT Specification Section 105-8.
3. The contractor shall provide a Florida Department of Environmental Protection qualified Stormwater Management Inspector who shall inspect the construction site in accordance with the Pollution Control Inspection Plan and the Stormwater Pollution Prevention Plan for the NPDES Construction Permit.

Section 110 – Clearing and Grubbing

1. The Contractor shall protect from disturbance or damage all land monuments and property markers. All disturbed land monuments and property markers shall be properly restored to original condition at Contractor's expense.

Section 120 – Earth Work and Related Operations

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.
2. The County shall not compensate the Contractor for overhaul of excavated materials. The Contractor shall include the cost of such overhaul in the unit price for excavation or embankment, as applicable.
3. The Contractor shall stockpile, except in the area denoted in the roadway plans, and use all suitable excavated materials on the jobsite and haul off any excess upon completion of the job. Topsoil shall be stored in a separate stockpile in the County right of way or as directed by the County Engineer except the area denoted in the roadway plans.

Section 327 – Milling of Existing Asphalt Pavement

1. Asphalt concrete millings are to remain property of the County unless otherwise noted on the plans. The Contractor shall haul the asphalt concrete millings to the stockpile designated by the County Public Works Department Roads and Bridges Division. Call the Bay County Roads and Bridges Division (phone 850-248-8810) to obtain the stockpile locations.

Section 334 – Superpave Asphalt Concrete

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. For plant and roadway asphaltic concrete acceptance, Contractor is to utilize all methods of construction quality control testing and frequency of testing in accordance with FDOT 2022 Specification.

2. For all paving contracts, the asphalt concrete supplier shall allow County personnel or their designated representatives to inspect the asphalt production plant and laboratory, and to monitor the on-site laboratory testing of asphaltic concrete during production runs for County projects. If County personnel or their designated representatives need take asphalt concrete samples from the trucks at the asphalt plant or at the job site the Contractor shall provide a safe platform for taking the samples.
3. The Contractor shall stop production of asphaltic concrete in time for the mix to be placed and finished 30 minutes prior to sundown. If the contractor predicts such operations cannot be completed prior to sundown, approval must be obtained from the County.
4. The County will not allow asphaltic concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for paving.
5. Segregated aggregate, surface bumps and depressions, bleeding asphalt concrete, clay balls, poor aggregate gradation, asphalt content out-of-tolerance from the job mix formula, poor joint construction, and noncompliance with the rolling procedures may all result in rejection of the asphalt concrete by the County. In such cases the Contractor, at Contractor's expense, shall remove and replace the asphalt concrete, or overlay the existing pavement with suitable material. The choice to remove and replace, or overlay the deficient asphalt concrete shall be made by the County Engineer.
6. The County will not accept nor pay for any asphaltic concrete placed without a County Inspector on-site during the entire paving operation. To receive payment for paving materials, the Contractor must give the County Inspector a materials delivery ticket showing mix design, the truck number, the tonnage, the date, and the job name. Contractor's failure to give the delivery ticket to the inspector may result in the County not paying for the material. If the paving schedule changes the Contractor must give the County Inspection office 48 hours (2 work days exclusive of Saturday and Sundays) in advance of the beginning of paving. Failure to give the 48 hours notification will result in shutdown of the paving operation by the County Inspector or County Engineer.
7. The Contractor shall utilize a Material Transfer Vehicle (MTV) on any single road with the total combined lane length of 1.0 mile or greater.

Section 346 – Portland Cement Concrete

1. The Contractor shall stop production of portland cement concrete in time for the mix to be placed and finished 30 minutes prior to sundown.
2. The County will not allow Portland cement concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for concrete placement. The County will not accept or pay for any Portland cement concrete placed without a County Inspector being on site to observe placement, and the County requires 48 hours notice to schedule its inspectors.

Section 400 – Concrete Structures

1. County Inspector must be present during placement of all concrete. The County will not pay for any concrete placed without a County Inspector present. Contractor shall give 48 hours (2 workdays) advance notice to the County Inspector prior to placement.

Section 425 – Inlets, Manholes, and Junction Boxes

1. Unless otherwise approved by the County Engineer, inlet basins shall have sump bottoms with drain constructed in accordance with FDOT Index 201 Sheet 2.

Section 430 – Pipe Culverts

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.
2. Unless otherwise shown on the plans, the cost per linear foot for the installation of any drainage pipe or structure under a roadway that requires a roadway cut shall include the cost of patching the roadway cut in accordance with the requirements of the Bay County Utility Accommodation Guide, dated March 1992.
3. Only RCP, ERCP, and HDPE meeting requirements of the FDOT specifications are suitable for County projects. Asphalt coated metal pipe will only be allowed under driveways with concrete mitered ends.
4. The Contractor shall excavate, construct and place all pipelines, concrete work, fill, and bedding rock, in the dry. In addition, the Contractor shall not make the final 24 inches of excavation until the water level is a minimum of one foot below proposed bottom of excavation. For purposes of these specifications, “in-the-dry” is defined to be within 2% of the optimum moisture content of the soil. The County reserves the right to ask the Contractor to demonstrate that the water level is a minimum of one foot below proposed bottom of excavation before allowing the construction to proceed.

Section 530 – Riprap

1. The riprap shall be a durable stone with a minimum unit weight of 165 pounds per cubic foot. Riprap gradation shall consist of reasonably well graded durable rock with a medium stone size of 80 pounds and not over 10 percent larger than 200 pounds. There shall be sufficient small stones and spalls to approximately fill the void between the larger stones.

SUPPLEMENTAL SPECIFICATIONS

312 BITUMINOUS CRACK RELIEF LAYER.

SECTION 312 BITUMINOUS CRACK RELIEF LAYER

312-1 Description.

Construct a crack relief layer composed of a separate application of bituminous material covered with a single application of aggregate.

312-2 Composition and Proportioning.

Use the composition and proportioning for the crack relief layer as shown in the table below. The range of bituminous material and cover material are approximate. The Engineer may increase or decrease the range.

NON SI UNITS			
Proportions For Crack Relief Layer			
		Bituminous Material gal/yd ²	
Aggregate Grade	Cover Material ft ³ /yd ²	Asphalt Cement	Emulsified Asphalt
67	0.32 - 0.38	0.20 - 0.30	0.29 - 0.43
SI UNITS			
Proportions For Crack Relief Layer			
		Bituminous Material L/m ²	
Aggregate Grade	Cover Material m ³ /m ²	Asphalt Cement	Emulsified Asphalt
67	0.011 - 0.013	0.9 - 1.4	1.3 - 1.9

312-3 Materials.

Meet the following requirements:

- (1) Bituminous Material:
Emulsified Asphalt.....2016 FDOT Standard Specification 916-3
- (2) Cover Material:
Stone, Slag, or Crushed Gravel...2016 FDOT Standard Specification 901

312-4 Equipment.

312-4.1 Pressure Distributor: Provide a pressure distributor that meets the requirements of 300-3.1.

312-4.2 Spreading Equipment: Provide sufficient trucks and aggregate spreaders at the site of the work to ensure continuous spreading of the aggregate on the uncovered bituminous material. Use a spreader of the mechanical type that is self-supported (towed) or self-propelled and is capable of producing a smooth, uniform distribution of the cover material. Do not use spreaders of the type attached directly to the rear of the truck body (tail gate spreaders).

312-4.3 Rollers: Provide pneumatic-tired traffic type rollers equipped with at least seven smooth-tread, low-pressure tires and capable of carrying a gross load of at least 8 tons [7 metric tons]. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi [35 kPa]. Load the traffic roller as directed by the Engineer.

312-5 Limitations to Width of Application.

Confine the application of bituminous and cover material to one lane at a time, leaving all additional lanes open to traffic.

312-6 Preparation of Road Surface.

312-6.1 Cleaning: Sweep the surface to be covered clean and free of sand, dirt, dust, and other deleterious material by means of mechanical rotary sweepers or other approved methods, and keep the surface free from moisture.

312-6.2 Condition of Underlying Surface: Do not construct the crack relief layer over any loose or unstable pavement that results in excessive penetration of the cover material during the rolling operations.

312-7 Protection of Adjacent Surface.

Where constructing a crack relief layer adjacent to curb and gutter, valley gutter, or any other concrete surface, cover the concrete surfaces with heavy paper or other protection approved by the Engineer during application of bituminous material. Immediately remove any bituminous material deposited on such concrete surfaces.

312-8 Weather Limitations.

Do not apply bituminous material when the air temperature in the shade and away from artificial heat is less than 45°F [4°C] or when weather conditions or the surface conditions are otherwise unfavorable.

312-9 Application of Bituminous Material.

312-9.1 Distributor Pressure: After cleaning the surface to be treated to the satisfaction of the Engineer, uniformly spray the bituminous material over the surface by means of a pressure distributor. Use a distributor that maintains a consistent pressure of at least 20 psi [135 kPa], but not more than 75 psi [520 kPa].

312-9.2 Application Temperatures: For emulsified asphalt, maintain an application temperature between 140 and 180°F [60 and 82°C].

312-9.3 Uniformity of Distribution: Adjust and operate the distributor to maintain an even and uniform distribution of the bituminous material. Immediately remove excessive deposits of bituminous material upon the road surface caused by stopping or starting the distributor, by leakage, or otherwise.

312-9.4 Limitations to Application: Ensure that the area to be covered by any one application of bituminous material is no greater than the aggregate can cover without interruption due to limitations of hauling and spreading equipment or to any other cause.

312-10 Spreading Cover Material.

312-10.1 Spreading: Spread the cover material immediately following the application of bituminous material. Uniformly distribute the cover material over the bituminous surface in one course. Do not drive trucks, spreaders, or other vehicles on the uncovered bituminous material.

312-10.2 Brooming and Dressing: Immediately after applying the cover material, broom the surface in order to secure a uniform distribution of cover material and a smooth surface. Place additional aggregate by hand on any areas not properly covered. If deemed necessary by the Engineer, drag the surface with a light drag broom or other dragging equipment approved by the Engineer, of a type that will not disturb the embedded aggregate. Supplement this operation by additional hand brooming until obtaining a smooth and even surface. Repeat the dragging and brooming, in conjunction with the rolling, for as long as required to ensure a uniform surface.

312-11 Rolling.

Immediately after the spreading and dragging of cover material, roll the entire surface. Begin rolling at the edge of pavement, and progress toward the centerline, uniformly lapping each preceding pass and thoroughly covering the entire surface. During rolling, perform additional dragging and hand brooming as specified in 312-10.2.

312-12 Surface Requirements.

Remove all joints or portions of the completed surface that are defective, not properly finished, or not in conformance with these Specifications, and replace them with a satisfactory surface. The Department will not pay for the defective work and its removal.

312-13 Covering Crack Relief Layer.

Cover the crack relief layer with an asphalt concrete layer prior to opening it to traffic.

312-14 Method of Measurement.

312-14.1 Bituminous Material: The quantity to be paid for will be the volume, in gallons [liters], applied on the road and accepted, determined as provided in 2016 FDOT Standards Specifications 300-9.

312-14.2 Cover Material: The quantity to be paid for will be the area, in square yards [square meters], applied on the road and accepted, determined by surface area.

312-15 Basis of Payment.

312-15.1 Bituminous Material: Price and payment will be full compensation for furnishing all the materials and for heating, hauling, and applying.

312-15.2 Cover Material: Price and payment will be full compensation for all the work described in this Section, except for the work paid for under the item of Bituminous Material.

312-15.3 Payment Items: Payment will be made under:

- Item No. Misc. 1- Bituminous Material - per gallon.
- Item No. Misc. 2- Cover Material for Crack Relief Layer - per square yard.

320 HOT MIX ASPHALT – PLANT METHODS AND EQUIPMENT.

(REV 3-24-16) (FA 3-30-16) (7-16)

SUBARTICLE 320-3.3.2 is deleted and the following substituted:

320-3.3.2 Storage: Equip asphalt binder storage tanks to heat the liquid asphalt binder to the temperatures required for the various mixtures. Heat the material in such a manner that no flame comes in contact with the binder. Heat or insulate all pipe lines and fittings. Use a circulating system of adequate size to ensure proper and continuous circulation during the entire

operating period. Locate a thermometer, reading from 200 to 400°F, either in the storage tank or in the asphalt binder feed line. Maintain the asphalt binder in storage within a range of 230 to 370°F in advance of mixing operations. Locate a sampling device on the discharge piping exiting the storage tank or at a location as approved by the Engineer. Provide a metal can of one quart capacity for binder sampling at the request of the Engineer.

SUBARTICLE 320-6.1 is deleted and the following substituted:

320-6.1 Mixing: After the aggregate is dried and properly proportioned, mix the aggregate, along with any other components, with the asphalt binder to produce a thoroughly and uniformly coated mixture. Do not produce the mix by altering the component blend percentage of the RAP or sand by more than plus or minus 5.0% from the job mix formula on the approved mix design. For mix designs using fractionated RAP, the combined blend change for all RAP components must not exceed plus or minus 5.0%. The plus or minus 5.0% maximum component change does not apply to crushed virgin aggregate components during production.

334 SUPERPAVE ASPHALT CONCRETE.

(REV 2-12-16) (FA 3-30-16) (7-16)

SUBARTICLE 334-1.2 is deleted and the following substituted:

334-1.2 Traffic Levels: The requirements for Type SP Asphalt Concrete mixtures are based on the design traffic level of the project, expressed in 18,000 pound Equivalent Single Axle Loads (ESAL's). The five traffic levels are as shown in Table 334-1.

Table 334-1 Superpave Traffic Levels	
Traffic Level	Traffic Level (1x10 ⁶ ESAL's)
A	<0.3
B	0.3 to <3
C	3 to <10
D	10 to <30
E	≥30

The traffic levels for the project are as specified in the Contract Documents. A Type SP mix one traffic level higher than the traffic level specified in the Contract Documents may be substituted, at no cost to the Department (i.e., Traffic Level B may be substituted for Traffic Level A, etc.). As an exception, the same traffic level and binder type that is used for the mainline traffic lanes may be placed in the shoulder at no additional cost to the Department.

SUBARTICLE 334-5.1.2 is deleted and the following substituted:

334-5.1.2 Acceptance Testing Exceptions: When the total combined quantity of hot mix asphalt for the project, as indicated in the Plans for Type SP and Type FC mixtures only, is less than 2000 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may require the Contractor to run process control tests for informational purposes, as

defined in 334-4, or may run independent verification tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate that converts to less than 1 inch as described in 334-1.4. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only per the requirements of 330-7.7. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes or ramps. Do not perform density testing for acceptance in situations where the areas requiring density testing is less than 50 tons within a subplot.

Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer.

Where density testing for acceptance is not required, compact these courses (with the exception of open-graded friction courses) in accordance with the rolling procedure (equipment and pattern) as approved by the Engineer or with Standard Rolling Procedure as specified in 330-7.2. In the event that the rolling procedure deviates from the procedure approved by the Engineer, or the Standard Rolling Procedure, placement of the mix shall be stopped.

The density pay factor (as defined in 334-8.2) for areas not requiring density testing for acceptance will be paid at the same density pay factor as for the areas requiring density testing within the same LOT. If the entire LOT does not require density testing for acceptance, the LOT will be paid at a density pay factor of 1.00.

SUBARTICLE 334-5.4.1 is deleted and the following substituted:

334-5.4.1 Lost or Missing Verification/Resolution Samples: In the event that any of the Verification and/or Resolution asphalt mixture samples that are in the custody of the Contractor are lost, damaged, destroyed, or are otherwise unavailable for testing, the minimum possible pay factor for each quality characteristic as described in 334-8.2 will be applied to the entire LOT in question, unless called for otherwise by the Engineer. Specifically, if the LOT in question has more than two sublots, the pay factor for each quality characteristic will be 0.55. If the LOT has two or less sublots, the pay factor for each quality characteristic will be 0.80. If only the roadway cores are lost, damaged, destroyed, or are otherwise unavailable for testing, then the minimum possible pay factor for density will be applied to the entire LOT in question. In either event, the material in question will also be evaluated in accordance with 334-5.9.5.

If any of the Verification and/or Resolution samples that are in the custody of the Department are lost, damaged, destroyed or are otherwise unavailable for testing, the corresponding QC test result will be considered verified, and payment will be based upon the Contractor's data.

916 BITUMINOUS MATERIALS.

(REV 2-16-16) (FA 3-30-16) (7-16)

SECTION 916 is deleted and the following substituted:

SECTION 916 BITUMINOUS MATERIALS

916-1 General.

All products supplied under this Specification shall be one of the products included on the Approved Product List (APL). Producers seeking evaluation of a product for inclusion on the APL shall submit an application in accordance with Section 6.

For liquid anti-strip agents, in addition to the above, producers shall include a report of test results from an independent laboratory confirming the material meets the requirements of this section. In lieu of submitting test results from an independent laboratory, the Department will evaluate the material. For each liquid anti-strip agent, the producer will submit one pint of a representative sample of liquid anti-strip agent to the State Materials Office when submitting the APL application to the Department's Product Evaluation Section.

Any marked variation from the original test values for a material below the established limits or evidence of inadequate quality control or field performance of a material will be considered sufficient evidence that the properties of the material have changed, and the material will be removed from the APL.

916-2 Superpave PG Asphalt Binder:

916-2.1 Requirements: Superpave Performance Graded (PG) asphalt binders, identified as PG 52-28, PG 58-22, PG 67-22, polymer modified asphalt (PMA) binders, PG 76-22 (PMA) and PG 82-22 (PMA), and asphalt rubber binders (ARB), PG 76-22 (ARB), shall meet the requirements of 916-2 and AASHTO M 332-14. All PG asphalt binders shall meet the following additional requirements:

1. The intermediate test temperature at 10 rad/sec. for the Dynamic Shear Rheometer (DSR) test (AASHTO T 315-12) shall be 26.5°C for PG grades PG 67 and higher.
2. An additional high temperature grade of PG 67 is added for which the high test temperature at 10 rad/sec for the DSR test (AASHTO T 315-12) shall be 67°C.
3. All PG asphalt binders having a high temperature designation of PG 67 or lower shall be prepared without modification.
4. All PMA binders having a high temperature designation higher than PG 67 shall only be produced with a styrene-butadiene-styrene (SBS) or styrene-butadiene (SB) elastomeric polymer modifier and the resultant binder shall meet all requirements of this Section.
5. Polyphosphoric acid may be used as a modifier not exceeding 0.75% by weight of asphalt binder for PG 76-22 (PMA), PG 76-22 (ARB), and PG 82-22 (PMA) binders.
6. PG 76-22 (ARB) shall meet the additional requirements of 916-2.1.1.
7. All PG asphalt binders having a high temperature designation of PG 67 or lower shall not have a high temperature true grade more than 5.9°C higher than the specified PG grade, (for example, if a PG 58-22 is specified, do not supply a PG 64-22 or higher).

For all PG binder used in all hot mix asphalt, silicone may be added to the PG binder at the rate of 25 cubic centimeters of silicone mixed to each 5,000 gallons of PG binder. If a dispersing fluid is used in conjunction with the silicone, the resultant mixture containing the full

25 cubic centimeters of silicone shall be added in accordance with the manufacturer's recommendation. The blending of the silicone with the PG binder shall be done by the supplier prior to the shipment. When the asphalt binder will be used with a foaming warm mix technology, refer to the technology supplier's guidance on the addition of silicone.

Where an anti-strip additive is required, per the requirements of Sections 334 and 337, the amount shall be from 0.25% to 0.75% by weight of asphalt binder. The anti-strip additive shall meet the requirements of 916-4. The anti-strip additive shall be introduced into the PG binder by the supplier during loading.

916-2.1.1 Additional Requirements for PG 76-22 (ARB): The following additional requirements apply only to PG 76-22 (ARB):

1. The asphalt binder shall contain a minimum of 7.0% ground tire rubber (GTR) by weight of asphalt binder.
2. The GTR shall meet the requirements of Section 919.
3. Polymer modification is optional for PG 76-22 (ARB).
4. Use of excess PG 76-22 (ARB): The Contractor may use excess PG 76-22 (ARB) in other asphalt concrete mixes requiring the use of a PG 67-22 binder by blending with straight PG 67-22 binder so that the total amount of ground tire rubber in the binder is less than 2.0%. The Contractor may use excess PG 76-22 (ARB) in asphalt concrete mixtures requiring the use of a PG 52-28 or PG 58-22 by blending with the designated binder in such proportions that the total amount of ground tire rubber in the binder is less than 1.0%.

916-2.2 Compliance with Materials Manual: Producers of Superpave PG binders shall meet the requirements of Section 3.5, Volume II of the Department's Material Manual, which may be viewed at the following URL:

<http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.5-100915.pdf>

916-2.3 Reporting: Specification compliance testing results shall be reported for the tests in the table below, unless noted otherwise. Quality control (QC) testing results shall be reported for original binder DSR ($G/\sin \delta$ and phase angle, as applicable).

SUPERPAVE PG ASPHALT BINDER		
Test and Method	Conditions	Specification Minimum/Maximum Value
Superpave PG Asphalt Binder Grade		Report
APL Number		Report
Modifier (name and type)	Polymer, Ground Tire Rubber with Approved Product List (APL) number, Sulfur, PPA, REOB, and any Rejuvenating Agents	Report
Original Binder		
Solubility, AASHTO T 44-14	in Trichloroethylene	Minimum 99.0% (Not applicable for PG 76-22 (ARB))
Flash Point, AASHTO T 48-06 (2015)	Cleveland Open Cup	Minimum 450°F
Rotational Viscosity, AASHTO T 316-13	275°F	Maximum 3 Pa·s ^(a)
Dynamic Shear Rheometer ^(b) , AASHTO T 315-12	$G^*/\sin \delta$	Minimum 1.00 kPa
	Phase Angle, $\delta^{(c)}$ PG 76-22 (PMA) and PG 76-22 (ARB) ^(d) PG 82-22 (PMA)	Maximum 75 degrees Maximum 65 degrees
Separation Test, ASTM D 7173-14 and Softening Point, AASHTO T 53-09 (2013)	163±5°C 48 hours	Maximum 15°F (PG 76-22 (ARB) only)
Rolling Thin Film Oven Test Residue (AASHTO T 240-09)		
Rolling Thin Film Oven, AASHTO T 240-13	Mass Change %	Maximum 1.00
Multiple Stress Creep Recovery, $J_{nr, 3.2}$ AASHTO M 332-14	Grade Temperature (Unmodified binders only)	”S” = 4.50kPa ⁻¹ max
Multiple Stress Creep Recovery, $J_{nr, 3.2}^{(d, e, f)}$ AASHTO M 332-14	67°C (Modified binders only)	”V” = 1.0 kPa ⁻¹ max ”E” = 0.5 kPa ⁻¹ max Maximum $J_{nr, diff} = 75\%$
Multiple Stress Creep Recovery, %Recovery ^(d, e) AASHTO M 332-14	67°C (Modified binders only)	% $R_{3.2} \geq 29.37 (J_{nr, 3.2})^{-0.2633}$
Pressure Aging Vessel Residue (AASHTO R 28-12)		
Dynamic Shear Rheometer, AASHTO T 315-12	$G^* \sin \delta$, 10 rad/sec.	Maximum 5000 kPa ^(f, g)

Creep Stiffness, AASHTO T 313-12	S (Stiffness), @ 60 sec. m-value, @ 60 sec.	Maximum 300 MPa Minimum 0.300
<p>(a) Binders with values higher than 3 Pa·s should be used with caution and only after consulting with the supplier as to any special handling procedures, including pumping capabilities.</p> <p>(b) Dynamic Shear Rheometer (AASHTO T 315) shall be performed on original binders for the purposes of QC testing only.</p> <p>(c) The original binder phase angle (AASHTO T 315-12) shall be performed at grade temperature.</p> <p>(d) AASHTO T 315-12 and AASHTO T 350-14 will be performed at a 2 mm gap for PG 76-22 (ARB)</p> <p>(e) All binders with a high temperature designation >67 will be tested at 67°C. PG 76-22 (PMA) and PG 76-22 (ARB) shall pass a "V" graded and PG 82-22 (PMA) shall pass an "E" grade per AASHTO M 332-14.</p> <p>(f) A maximum Jnr diff = 75% does not apply for any Jnr value < 0.5 kPa-1.</p> <p>(g) For all PG grades of a PG 67 or higher, perform the PAV residue testing at 26.5°C with a maximum of 5000 kPa.</p>		

916-3 Asphalt Emulsions.

916-3.1 Compliance with Materials Manual: Producers of asphalt emulsions shall meet the requirements of Section 3.4, Volume II of the Department's Material Manual, which may be viewed at the following URL:

<http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.4-100915.pdf>

916-3.2 Requirements: Use a prime coat meeting the requirements of AASHTO M 140-13 for anionic emulsions, AASHTO M 208-01 (2013) or AASHTO M 316-13 for cationic emulsions, or as specified in the Producer's QC Plan. For anionic emulsions, the cement mixing test will be waived. For tack products the minimum testing requirements shall include percent residue, naphtha content (as needed), one-day storage stability, sieve test, Saybolt Furol viscosity, original DSR, and solubility (on an annual basis). Residue testing shall be performed on residue obtained from distillation (AASHTO T 59-15) or low- temperature evaporation (AASHTO PP 72-11(2013) Method B).

916-4 Liquid Anti-strip Agents.

916-4.1 Requirements: Liquid anti-strip agents shall be tested in accordance with FM 1-T 283. A minimum tensile strength ratio of 0.80 must be obtained when testing the liquid anti-strip with various aggregate sources and two nominal maximum aggregate size mixtures. Specific requirements are contained in the APL process.

916-4.2 Mix Design Verification: Inclusion of a liquid anti-strip agent on the APL does not guarantee that the anti-strip will be approved for use in an asphalt mixture. Particular aggregate sources may require moisture susceptibility testing per FM 1-T 283 for each mix design. Results from this testing may meet the Department's requirement of minimum tensile strength ratio of 0.80 or may indicate the need for a larger dosage rate of anti-strip agent (up to 0.75% maximum) or a different anti-strip agent to meet the specification requirements.

BAY COUNTY SPECIFICATION FOR OPEN GRADED ASPHALTIC CONCRETE

1.1 For all paving contracts, the asphaltic concrete supplier shall allow County personnel to inspect the asphalt production plant, and to monitor the production of open graded asphalt concrete runs. During mix placement, the County will take samples of the mix from the trucks either at the Contractor’s plant or the job site, and run extraction and gradation tests on the samples. The Contractor shall provide a safe platform for taking the samples. The County will accept the mixture on the basis of visual inspection of the mix placed in the roadway, the Contractor’s compliance with the design rolling procedure, and the results of the extraction test. The extraction test results shall be used by the Contractor to make immediate corrections to the production process as necessary. Any open grade mix deemed unacceptable by the County Engineer shall be removed and replaced by the Contractor at Contractor’s expense.

1.2 Mix Design Requirements:

MIX TYPE: **S-1 Open Graded Hot Mix (OGHM) Asphaltic Concrete**

MATERIAL: S-1 Stone, Vulcan Materials – Code 52

SOURCE: Aggregate Pit AL-131 Calera, Alabama

SIEVE SIZE	PERCENT PASSING	QUALITY CONTROL
1”	100	NA
¾”	100	93 - 100
½”	91	84 - 98
⅜”	77	70 - 84
#4	28	21 - 35
#10	6	0.5 - 11.5
#40	4	0 - 8.5
#80	3	0 - 6
#200	2	0 - 4

MIXTURE ANALYSIS:

Percent Asphalt: 3.5 (+/- 0.25%) percent (PG 67-22)

Percent Air Voids: 8.8; Range 8.0 – 15.0 Percent

Bulk Specific Gravity Mix: 2.364 / Maximum Specific Gravity Mix: 2.647 Mixing

Temperature Range: 160 – 250 Degrees F.

Recommended Compaction Temperature Range: 120 – 150 Degrees F.

Alternative binder as specified in plans: 3.5 (+/- 0.25%) percent PG 76-22

ADDITIVES TO LIQUID ASPHALT:

Asphalt Additives

- Silicone (per FDOT Specifications) {25cc/5000gals}
- Anti-Stripping Agent (per FDOT Specifications) {0.5 Percent}

LAY-DOWN OPERATIONS:

Recommended: 1 – 2 passes with maximum 30% overlap

Note: Excessive Rolling at high temperature may fracture surficial aggregate and cause premature raveling.

MIX TYPE: **#89 Open Graded Hot Mix (OGHM) Asphaltic Concrete**

MATERIAL: #89 Stone

SIEVE SIZE	PERCENT PASSING	QUALITY CONTROL RANGE
1”	100	NA
¾”	100	NA
½”	100	95 - 100
⅜”	99	95 - 100
#4	45	38 - 52
#10	10	3 - 17
#40	3	0 - 8
#80	2	0 - 7
#200	2	0 - 5

MIXTURE ANALYSIS:

Percent Asphalt: 3.5 (+/- 0.25%) percent (PG 67-22)

Percent Air Voids: 12.4; Range 12.0 – 18.0 Percent

Bulk Specific Gravity Mix: 2.285 / Maximum Specific Gravity Mix: 2.645 Mixing

Temperature Range: 160 – 250 Degrees F.

Recommended Compaction Temperature Range: 120 – 150 Degrees F.

Alternative binder as specified in plans: 3.5 (+/- 0.25%) percent PG 76-22

ADDITIVES TO LIQUID ASPHALT:

Asphalt Additives

- Silicone (per FDOT Specifications) {25cc/5000gals}
- Anti-Stripping Agent (per FDOT Specifications) {0.5 Percent}

LAY-DOWN OPERATIONS:

Recommended: 1 – 2 passes with maximum 30% overlap

Note: Excessive Rolling at high temperature may fracture surficial aggregate and cause premature raveling.

1.3 During construction, the Contractor shall not deviate from the approved job mix formula, rolling procedures or placement temperatures without prior written approval from the County Engineer.

1.4 The Contractor shall provide a one-year warranty of the open grade mix surface. The Contractor shall remove and replace any open grade mix that undergoes medium to high severity raveling, and develops potholes or medium severity rutting at any time during 12 months after placement.

1.5 Paving operations shall be continuous, and any lengthy delay will be cause for a transverse joint to be formed. The joint shall be constructed so that it can be cleanly removed when paving resumes.

1.6 Open grade mix shall not be produced for placement on the roadway unless the air temperature is 50 degrees Fahrenheit and rising. Additionally, for placement over base courses, no mix shall be placed on the base course unless the temperature of the base course is at least 45 degrees Fahrenheit.

1.7 Immediately upon completion of paving the Contractor shall remove all excess asphalt deposited along shoulders or gutters, as applicable. All shoulders raked smooth to produce a smooth transition following rolling and compaction of the pavement.

STRUCTURAL STANDARD APERTURE GEOGRID

1. Description.

- A.** The geogrid shall be composed of a single layer and integrally formed with triangular apertures and high-profile ribs exhibiting significant dimensional stability through all ribs and junctions of the geogrid structure. The geogrid shall maintain its reinforcement and aggregate confinement capabilities under repeated dynamic loads while in service. The geogrid shall also be resistant to ultraviolet degradation, damage under normal construction practices and all forms of biological and chemical degradation normally encountered in road construction. Geogrid layers shall be placed as directed by the Engineer. The geogrid should be sized appropriately to interlock with dense graded aggregate.

2. Performance Criteria.

- A.** The design of the pavement shall be in accordance with the *1993 American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures* and *R50-09 Standard Practice for Geosynthetic Reinforcement of Aggregate Base Course of Flexible Pavement Structures*. Consistency and compatibility to these methods must be verified in writing by independent professional engineers in the field of pavement engineering.
- B.** The mechanically stabilized layer shall be incorporated into the pavement design by using modified layer coefficients. Modified layer coefficients shall be calibrated and validated with the results of full-scale laboratory, field and/or accelerated pavement testing where actual geogrids are tested in-soil and in representative conditions.
- C.** The design of the pavement shall be based on the following parameters:
 - (1) Subgrade Resilient Modulus 3,000 psi
 - (2) Serviceability Loss 1.7
 - (3) Reliability 90 %
 - (4) Standard Deviation 0.45
 - (5) Design traffic = 840,000 Equivalent Single Axle Loads (ESALs)

3. Submittals.

- A.** Submit representative geogrid product sample.
- B.** Submit geogrid product data sheet and certification from the Manufacturer that the geogrid product supplied meets the requirements of Part 3 of this section
- C.** Submit Manufacturer's installation instructions and general recommendations.

4. Materials.

- A.** The geogrid shall be integrally formed through punching and drawing of extruded sheets of polypropylene. The geogrid shall be oriented in three substantially equilateral directions, so the resulting ribs have a high degree of molecular orientation which continues at least in part through the mass of the integral node.
- B.** The resulting geogrid structure shall have apertures that are triangular in shape and shall have ribs with depth-to-width ratios greater than 1.0.
- C.** The geogrid shall have typical characteristics shown in the table below and shall be certified in writing by the manufacturer to meet these characteristics.

Properties⁽¹⁾,	Longitudinal / Transverse	Diagonal	General
Rib Pitch ⁽²⁾ , mm (in)	40 (1.60)	40 (1.60)	
Mid-rib depth ⁽²⁾ , mm (in)	1.6 (0.06)	2.0 (0.08)	
Mid-rib width ⁽²⁾ , mm (in)	1.3 (0.05)	1.0 (0.04)	
Rib shape			rectangular
Aperture shape			triangular

1. Unless indicated otherwise, values shown are minimum average roll values determined in accordance with ASTM D4759-02.

2. Nominal dimensions.

D. Submittals. Submit geogrid product data sheet and certification from the Manufacturer that the geogrid product supplied meets all of the requirements of Section C. A minimum of one material sample may be selected at random from the material delivered and tested for compliance with the requirements of Section C. Each sample size required shall be a minimum of three (3) feet wide with a one (1) square yard minimum area.

E. Alternate Geogrid Materials. Alternate geogrid materials may be considered if they meet or exceed the design criteria of the project. Such materials must be pre-approved in writing by the Engineer. For alternate geogrid materials not meeting all the requirements of Section C, alternate material packages must be submitted meeting or exceeding the design criteria of the project to the Engineer a minimum of 14 days prior to the bid date, and must include, as a minimum, the following:

- (1) Performance calibration tests of alternate geogrid material based on accelerated pavement testing (APT).

APT shall be performed at an APT facility accredited by NCHRP for geogrid testing. APT shall be conducted in accordance with NCHRP 512 and Synthesis 325 and must be evaluated with standard highway moving wheel loads. Geogrid reinforced sections must be compared to a control section. Test results of the geogrid section must demonstrate a minimum of 100,000 equivalent single axle loads at less than 1/2" of rutting and must be continued beyond the failure criterion. The rutting performance of the sections must be assessed by trenching. Pavement testing must take place over both soft (CBR <4%) and firm (CBR >5%) subgrade conditions.

- (2) Results from ten or more in-situ automated plate load tests conducted, in compliance with AASHTO T221-90 (2012), on geogrid stabilized aggregate base, where the results confirmed that the structural requirements of the pavement foundation were achieved for the product being recommended. At a minimum, two of the tests must show results for 10,000 cycles and demonstrate near-linear elastic behavior.
- (3) Independent review and verification from a third-party expert of supporting research, data, design assumptions and analyses. This will include: calibration and validation research, data normalization, product performance, design methodology and design calculations, and verification of product-specific design boundary conditions. This validation must state that the design method used by the manufacturer of the product is compatible with the *AASHTO R50-09 Standard Practice for Geosynthetic Reinforcement of Aggregate Base Course of Flexible Pavement Structures* and the *1993 AASHTO Guide for Design of Pavement Structures*.
- (4) An alternate design signed and sealed by a professional engineer registered to practice in the state that the project is located that incorporates the performance benefits of the submitted geogrid in full-scale accelerated pavement testing (APT), based on the site-specific conditions of the project.
- (5) A sample of the alternate geogrid material and certified specification sheets. Recommended installation instructions and additional information as requested by the Engineer to fully evaluate the application.
- (6) In-air index testing of geogrid properties, or explanations of performance based on in-air index testing of geogrid properties are not sufficient to understand the complex mechanisms involved in soil/geogrid interaction and/or the performance of MSL's. Therefore, no acceptance of alternates based on material property comparisons or explanations of performance based on in-air testing of geogrid properties will be allowed.

4. DELIVERY, STORAGE AND HANDLING

A. Storage and Protection.

- (1) Prevent excessive mud, wet concrete, epoxy or other deleterious materials from coming in contact with and affixing to the geogrid materials
- (2) Store at temperatures above -20 degrees F (-29 degrees C).
- (3) Rolled materials may be laid flat or stood on end.
- (4) Geogrid materials should not be left directly exposed to sunlight for more than 6 months or as recommended by the manufacturer.

B. Examination.

- (1) The Contractor shall check the geogrid upon delivery to verify the proper material has been received. The geogrid shall be inspected by the Contractor to be free of flaws or damage occurring during manufacturing, shipping or handling.

5. Execution.

A. Preparation.

- (1) The subgrade soil shall be prepared as indicated on the construction drawings or as directed by the Engineer.

B. Installation.

- (1) The geogrid shall be installed at the proper elevation and alignment as shown on the construction drawings.
- (2) The geogrid shall be installed in accordance with these plans and specifications and any installation guidelines provided by the manufacturer or as directed by the Engineer.
- (3) The geogrid may be temporarily secured in place with ties, staples, pins, sandbags or backfill as directed by the Engineer.
- (4) Aggregate shall be placed and compacted in accordance with the local Department of Transportation standards. Aggregate shall be placed, spread and compacted in such a manner that minimizes the development of wrinkles in the geogrid and/or movement of the geogrid.
- (5) A minimum loose aggregate thickness of 6 inches is required prior to operation of tracked vehicles over the geogrid. Turning of tracked vehicles should be kept to a minimum to prevent tracks from displacing the aggregate base material and damaging the geogrid. When underlying subgrade is trafficable with minimal rutting, rubber-tired equipment may pass directly over the geogrid reinforcement at slow speeds (less than 5 mph). Sudden braking and sharp turning movements shall be avoided.

C. Inspection and Repair.

- (1) The Owner or Owner's representative may randomly inspect geogrid before, during and after (using test pits) installation.
- (2) Any damaged or defective geogrid (i.e. frayed coating, separated junctions, separated layers, tears, etc.) will be repaired by removal of affected area and patching using new material with a minimum 3-foot overlap beyond the limits of the affected area.

- (3) Any roll of geogrid damaged before, during and after installation shall be replaced by the Contractor at no additional cost to the Owner.

6. Measurement and Payment.

This work will be measured and paid for by the square yard, completed in place. No allowance will be made for overlap, splices or material cut off or wasted. Different manufacturer's overlap and splicing requirements for the intended application may vary. Payment for STRUCTURAL STANDARD APERTURE GEOGRID will include furnishing the material, labor, and equipment required to furnish, place and anchor the geogrid, and any hand work necessary to establish grades, make geogrid splices, and repairs to protective coatings.

PAY ITEM

PAY UNIT

STRUCTURAL STANDARD APERTURE GEOGRID Square Yard

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**

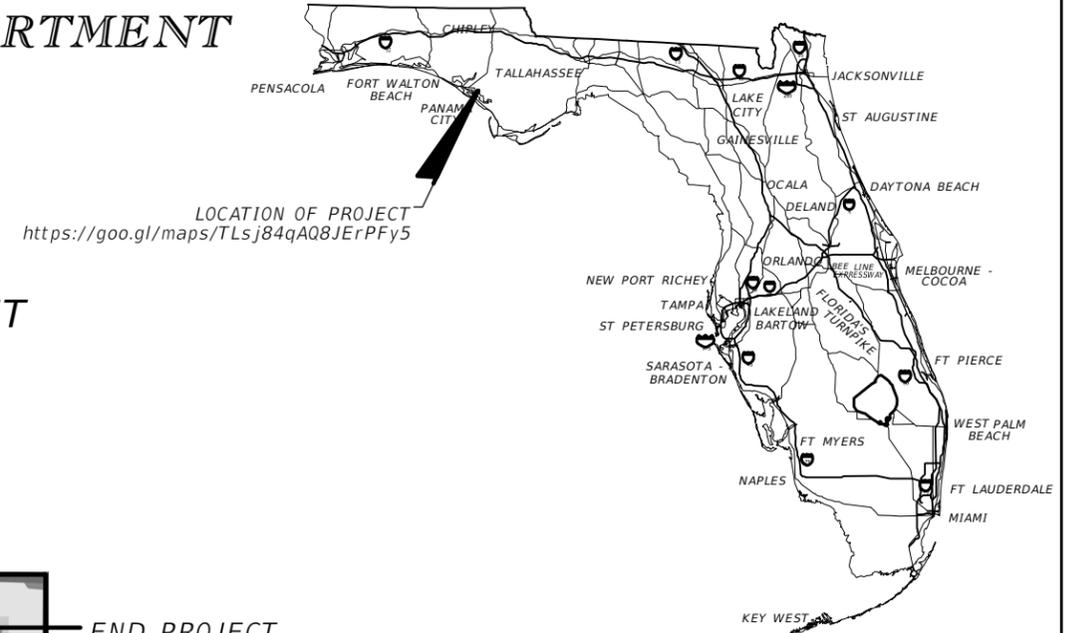
**EXHIBIT 3
CONSTRUCTION PLANS**



BAY COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

ROADWAY PLANS

SHERMAN AVENUE FROM 11TH STREET TO 15TH STREET



BOARD OF COUNTY COMMISSIONERS

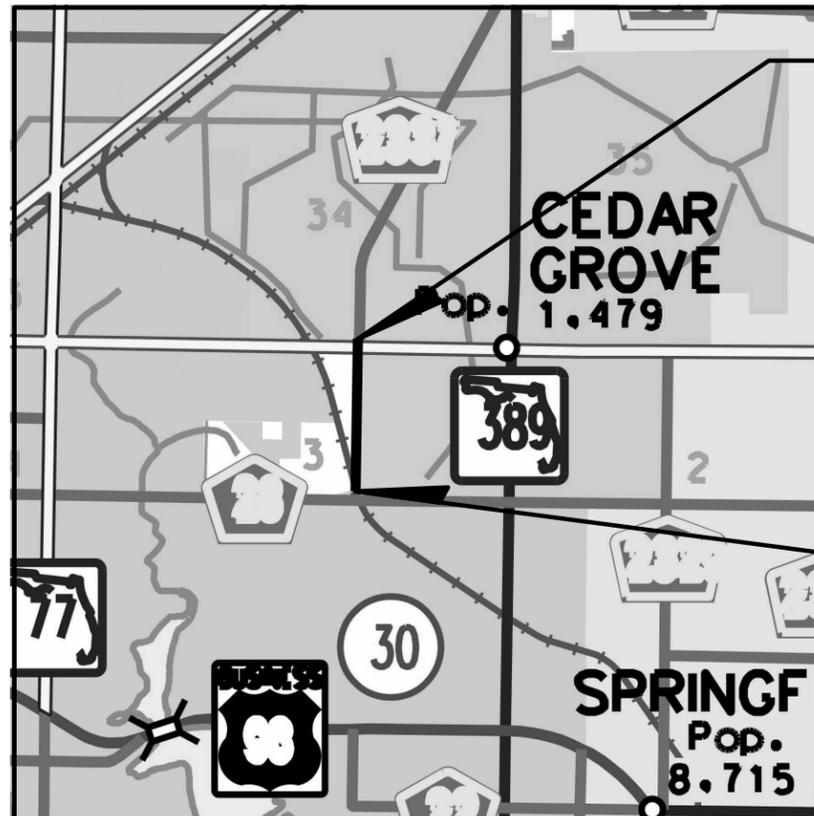
TOMMY HAMM	VICE CHAIRMAN	DISTRICT 1
ROBERT CARROLL	CHAIRMAN	DISTRICT 2
WILLIAM T. DOZIER	COMMISSIONER	DISTRICT 3
DOUGLAS MOORE	COMMISSIONER	DISTRICT 4
PHILIP "GRIFF" GRIFFITTS	COMMISSIONER	DISTRICT 5

CONTRACT PLANS COMPONENTS

- ROADWAY PLANS
- SIGNALIZATION PLANS

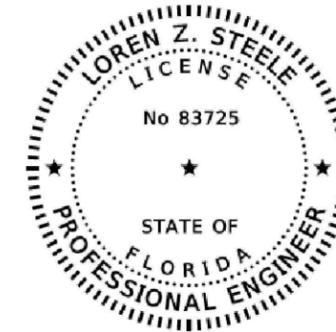
INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2 - 4	TYPICAL SECTIONS
5 - 8	TYPICAL SECTION DETAILS
9	PROJECT CONTROL
10	GENERAL NOTES
11	SUMMARY OF PAY ITEMS & PAY ITEM NOTES
12 - 15	ROADWAY PLAN
16	DRIVEWAY PROFILES
17 - 22	CROSS SECTIONS
23 - 25	TRAFFIC CONTROL PLAN
26	GUIDE SIGN WORKSHEET
27 - 31	SIGNING AND PAVEMENT MARKING PLAN



END PROJECT

BEGIN PROJECT



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Loren Z Steele
2022.09.21 10:07:05 -04'00'

ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

WGI, INC.
2316 KILLEARN CENTER BLVD., BLDG. C, SUITE 100
TALLAHASSEE, FL 32309
LOREN Z. STEELE, P.E. NO. 83725
CONTRACT NO.: 20-51
TASK ORDER NO.: PS 22-04
VENDOR NO.: 65-0271367

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-2023 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

GOVERNING DESIGN STANDARDS:

Manual of Uniform Minimum Standards for Design, Construction and Maintenance (2018 Florida Greenbook) is available at the following website: <https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>



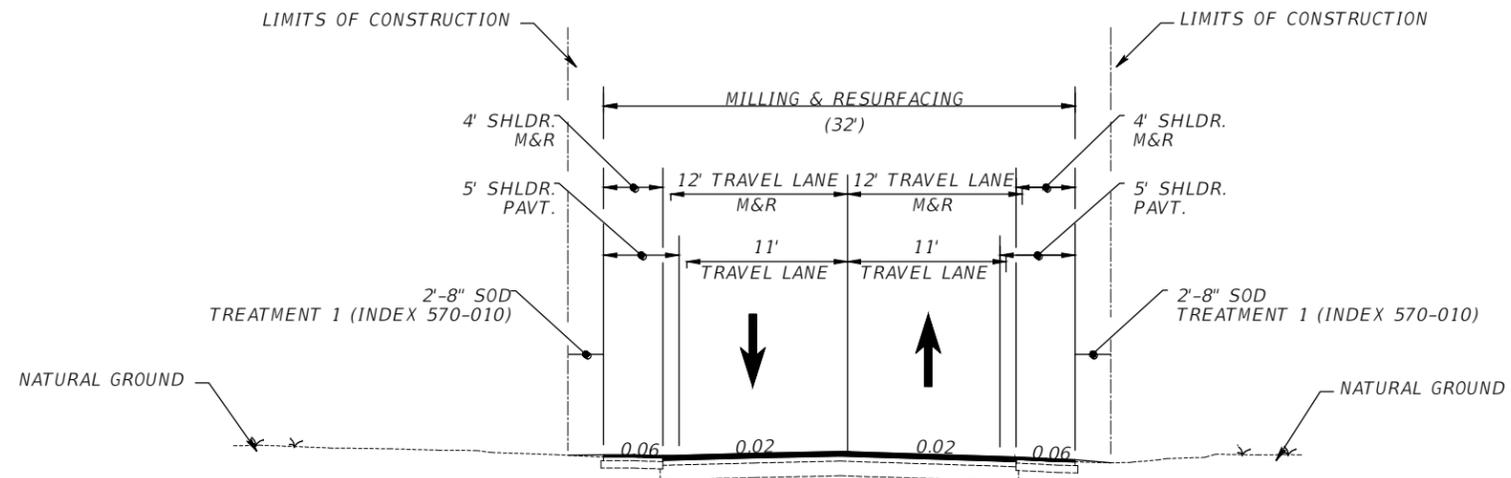
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(850) 210-0101

SHERMAN AVENUE FROM 11TH STREET TO 15TH STREET

KEY SHEET

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DESIGNED BY KM	DRAWN BY KM	SHEET NO. 1
CHECKED BY TR	DATE DRAWN 4/22/22	



TYPICAL SECTION 1
 SHERMAN AVE.
 BEGIN PROJECT TO STA. 102+00.00

**11TH STREET TO RAILROAD
 TRAVEL LANES RESURFACING**

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (2")
 TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1")
 AND FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)

**11TH STREET TO RAILROAD
 SHOULDER RESURFACING**

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1")
 AND FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)

**RAILROAD TO 15TH STREET
 TRAVEL LANES RESURFACING**

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1½")
 TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1")
 AND FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)

**RAILROAD TO 15TH STREET
 SHOULDER RESURFACING**

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (½")
 AND FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)



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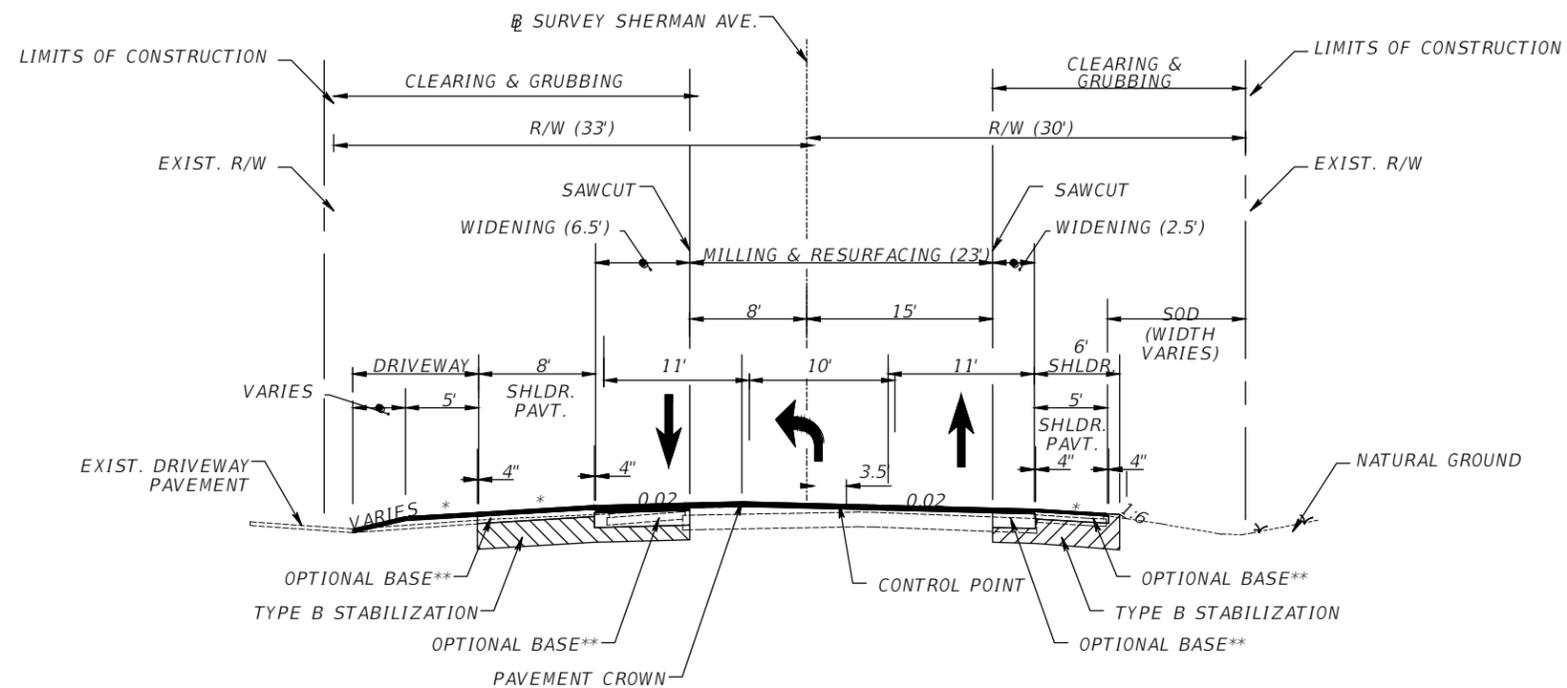
**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

TYPICAL SECTIONS

DESIGNED BY KM	DRAWN BY KM	SHEET NO. 73 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	

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NOTE: STATIC COMPACTION ONLY FOR ALL STATION RANGES ON THIS SHEET.



TYPICAL SECTION 2
SHERMAN AVE.
STA. 102+00.00 TO STA. 105+69.96

* CROSS SLOPE VARIES
SEE CROSS SECTIONS FOR MORE DETAILS
** MAY ONLY CONSIST OF LIMEROCK, GAB,
OR CRUSHED CONCRETE

RESURFACING

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1 1/2")
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1")
AND FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)

WIDENING

OPTIONAL BASE GROUP 3 (TYPE B-12.5) WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (2")
AND FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)

SHOULDER WIDENING

OPTIONAL BASE GROUP 1 (TYPE B-12.5) WITH
AND FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)



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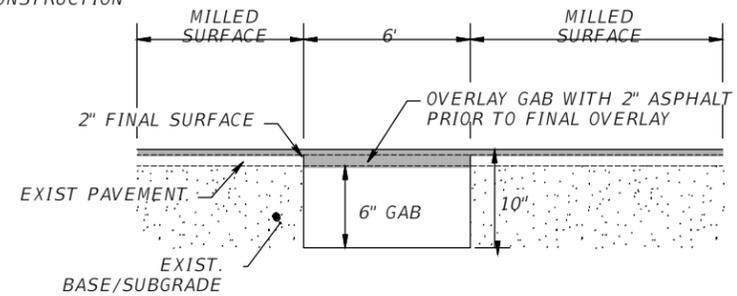
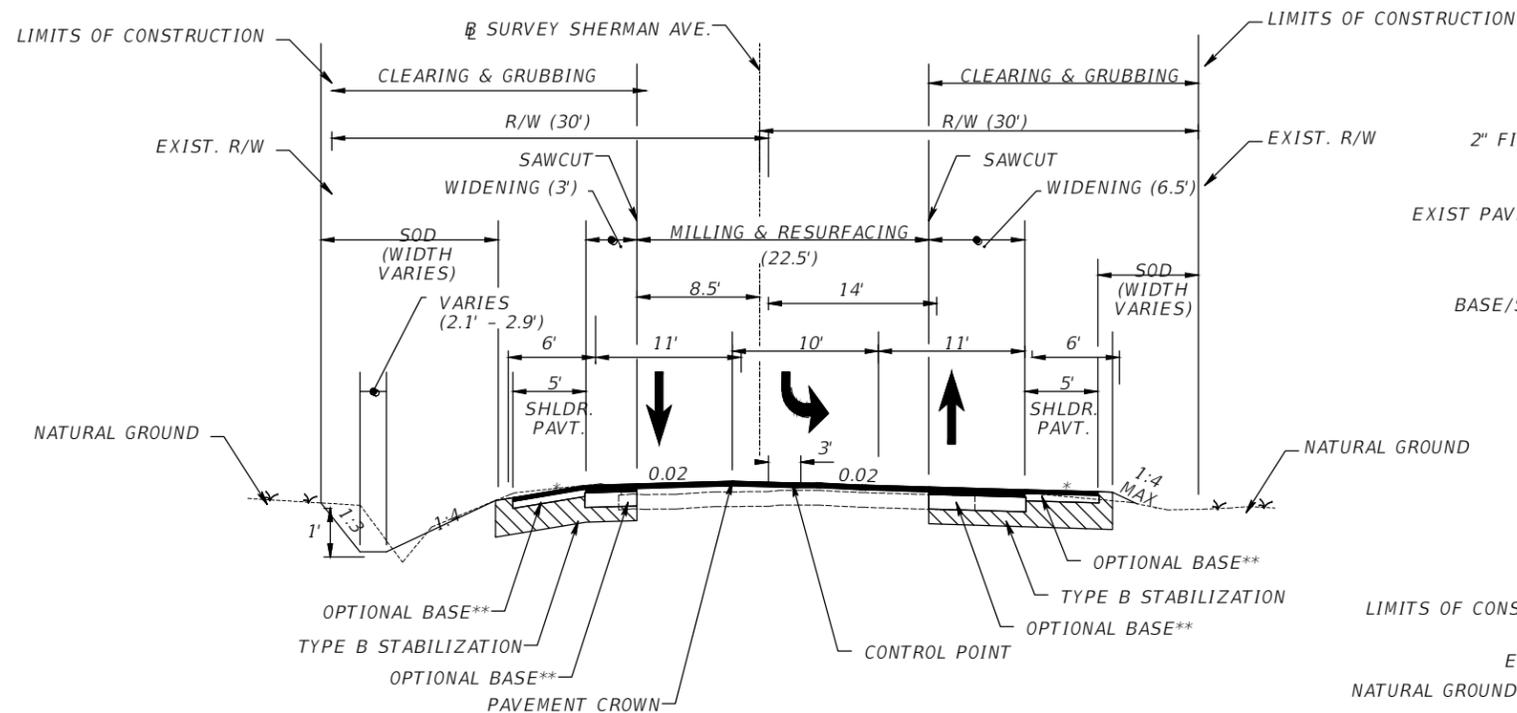
SHERMAN AVENUE
FROM 11TH STREET
TO 15TH STREET

TYPICAL SECTIONS

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CHECKED BY TR	DATE DRAWN 4/22/22	

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DETAIL 1 (BASE REPAIR)
STA. 109+22.73 TO STA. 109+28.69

* CROSS SLOPE VARIES
SEE CROSS SECTIONS FOR MORE DETAILS
** MAY ONLY CONSIST OF LIMEROCK, GAB,
OR CRUSHED CONCRETE

TYPICAL SECTION 3
SHERMAN AVE.
STA. 106+30.37 TO STA. 110+00.00

RESURFACING

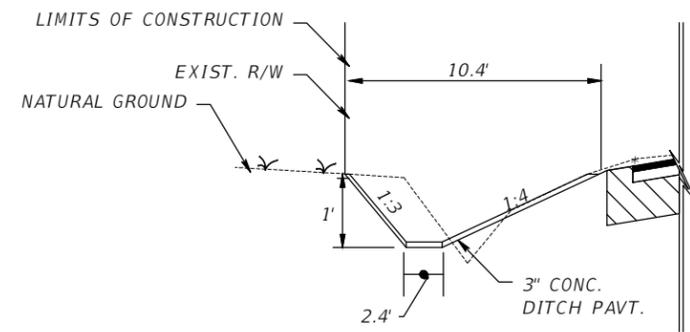
MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (2")
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1")
AND FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)

WIDENING

OPTIONAL BASE GROUP 3 (TYPE B-12.5) WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (2")
AND FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)

SHOULDER WIDENING

OPTIONAL BASE GROUP 1 (TYPE B-12.5) WITH
AND FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)



DETAIL 2
STA. 109+25.00 TO STA. 109+35.00

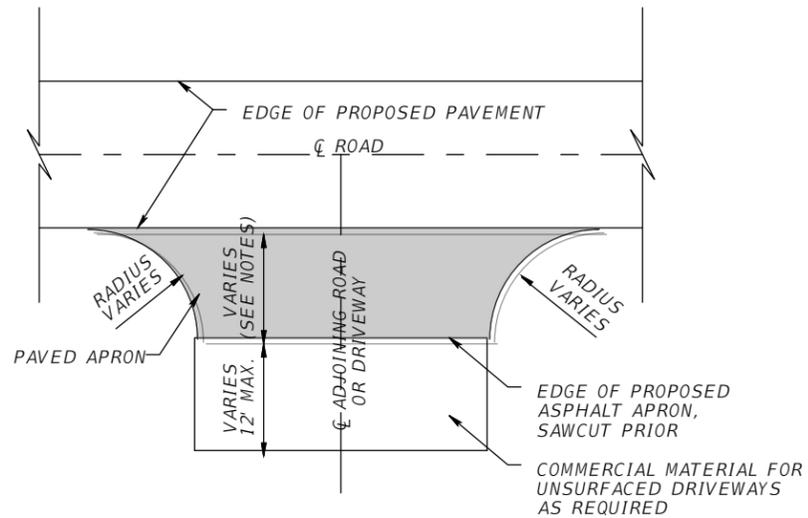


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**SHERMAN AVENUE
FROM 11TH STREET
TO 15TH STREET**

TYPICAL SECTIONS		
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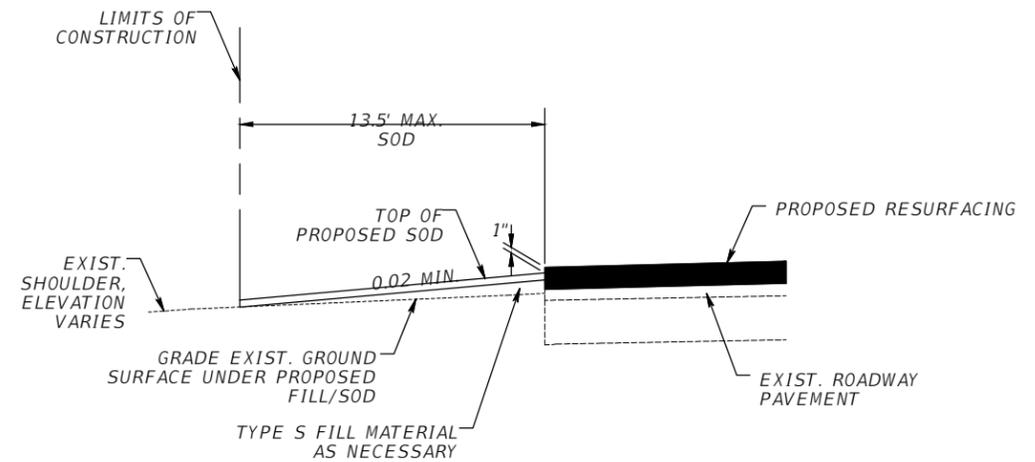
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TYPICAL ROAD AND DRIVEWAY INSECTION DETAIL

NOTES:

1. INTERSECTING ROADS TO HAVE A 3' PAVED APRON UNLESS A LONGER APRON IS DIRECTED BY THE PLAN SHEET.
2. INTERSECTING PAVED DRIVEWAYS (ASPHALT OR CONCRETE) TO HAVE A 3' MIN. TO 6' MAX. PAVED APRON UNLESS OTHERWISE DIRECTED BY THE PLAN SHEET.
3. UNSURFACED DRIVEWAYS TO HAVE A 1' TO 3' PAVED APRON UNLESS OTHERWISE DIRECTED BY THE PLAN SHEET.
4. FOR UNSURFACED DRIVEWAYS, ADD COMMERCIAL MATERIAL AS DIRECTED BY THE ENGINEER TO TRANSITION APRON TO EXISTING ROADBED. COMMERCIAL MATERIAL IS TO BE PROCESSED ASPHALT CONCRETE MILLINGS.
5. COMMERCIAL MATERIAL SHALL BE WELL COMPACTED WITH STEEL DRUM ROLLER.



SHOULDER WORK DETAIL

NOTES:

1. INSTALL FILL MATERIAL IN 6" MAX. LIFTS. COMPACT SUCH THAT THE SHOULDER IS FIRM AND UNYIELDING TO A FULL-SIZE PICKUP TRUCK PRIOR TO SODDING.
2. UNLESS OTHERWISE SHOWN, SOD TYPE WILL BE BAHIA.
3. SOD BLOCKS SHALL BE PLACED PER PATTERN DETAIL SHOWN IN FDOT STANDARD PLANS (FY 2022-23) INDEX 570-010.
4. CONTRACTOR SHALL RESTORE DISTURBED AREAS OUTSIDE THE LIMITS OF CONSTRUCTION AT NO ADDITIONAL COST TO THE COUNTY.
5. SHOULDER WORK AND SOD TO BE COMPLETED PRIOR TO PLACEMENT OF THE SURFACE COURSE.
6. WRAP SHOULDER WORK AROUND CORNERS AT ROADWAY AND DRIVEWAY INTERSECTIONS, ADJACENT TO PROPOSED ASPHALT APRONS.
7. CLIP/REMOVE ANY EXISTING TURF FROM SHOULDER AS NECESSARY TO MEET THE DROP OFF CRITERIA AS SHOWN IN ORDER TO ALLOW FOR PROPER DRAINAGE OF THE PAVEMENT STRUCTURE.

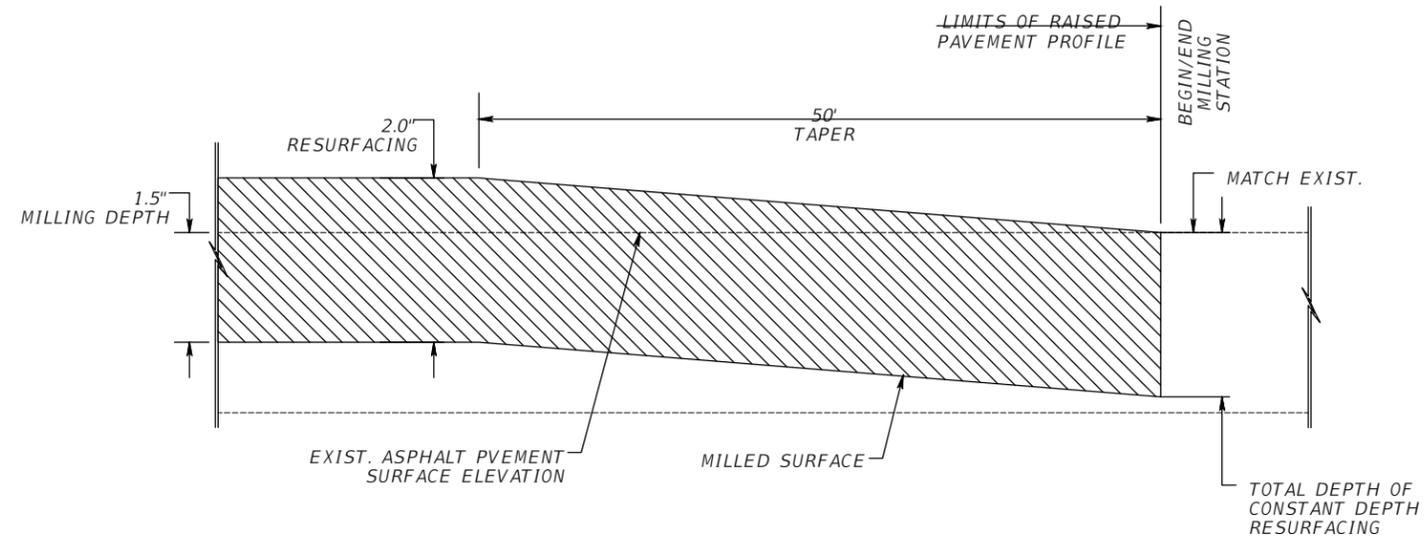


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SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET

TYPICAL SECTION DETAILS

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MILL & RESURFACE FEATHERING DETAIL
FOR INTERFACE WITH MILL & RESURFACE LIMITS
N.T.S.

NORTH OF THE RAILROAD *
END MILL & RESURFACING LIMIT STA. 105+69.96

* MIRROR DETAIL AT THIS LOCATION



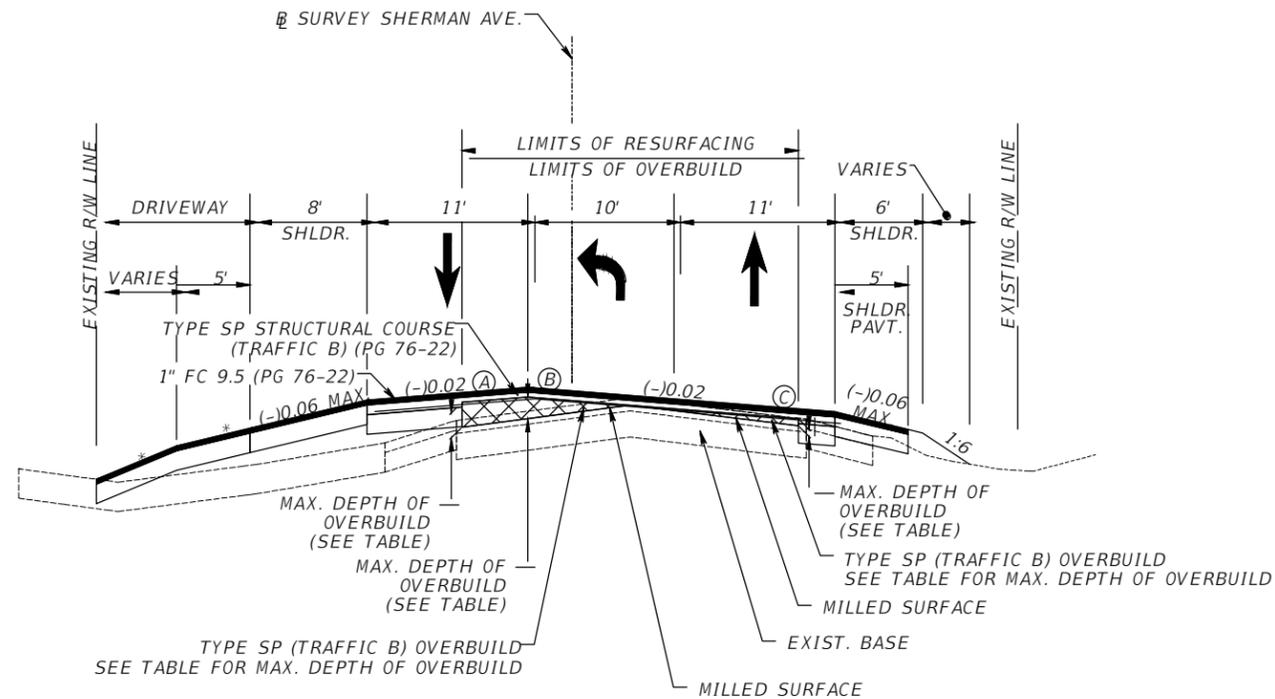
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SHERMAN AVENUE
FROM 11TH STREET
TO 15TH STREET

TYPICAL SECTION DETAILS

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* CROSS SLOPE VARIES
SEE CROSS SECTIONS FOR MORE DETAILS

OVERBUILD AND RESURFACING DETAIL
SOUTH OF 15TH STREET
STA. 101+50.00 TO STA. 105+50.00

OVERBUILD DETAILS														
STATION	SB LANE				NB TURN LANE				NB LANE				AREA OF OVERBUILD (SQ. FT.)	ESTIMATED TOTAL SUPERPAVE OVERBUILD (TN)
	MILLED SLOPE (%)	PROPOSED SLOPE (%)	DEPTH OF OVERBUILD (IN.) (A)	WIDTH OF OVERBUILD (FT.)	MILLED SLOPE (%)	PROPOSED SLOPE (%)	DEPTH OF OVERBUILD (IN.) (B)	WIDTH OF OVERBUILD (FT.)	MILLED SLOPE (%)	PROPOSED SLOPE (%)	DEPTH OF OVERBUILD (IN.) (C)	WIDTH OF OVERBUILD (FT.)		
101+50.00	-2.36%	EXIST.							-4.27%	EXIST.			0.00	
102+00.00	-2.06%	EXIST.							-3.76%	-2.00%	2.01	9.5	0.80	1.46
102+50.00	-1.75%	-2.00%	1.38	8.0	-1.75%	+2.00%	1.62	3.6	-3.01%	-2.00%	1.33	11.0	2.01	5.14
103+00.00	-3.25%	-2.00%	5.09	4.5	-3.25%	+2.00%	4.41	7.0	-3.05%	-2.00%	1.45	11.5	3.51	10.11
103+50.00	-2.09%	-2.00%	3.47	4.5	-2.09%	+2.00%	3.43	7.0	-1.57%	-2.00%			2.27	10.60
104+00.00	-1.82%	-2.00%	3.10	4.5	-1.82%	+2.00%	3.20	7.0	-2.45%	-2.00%	0.62	11.5	2.44	8.64
104+50.00	-2.27%	-2.00%	3.73	4.5	-2.27%	+2.00%	3.59	7.0	-3.02%	-2.00%	1.41	11.5	3.04	10.06
105+00.00	-1.74%	-2.00%	2.97	4.5	-1.74%	+2.00%	3.11	6.9	-3.61%	-2.00%	2.24	11.6	3.17	11.39
105+50.00	-2.22%	EXIST.			-2.22%				-2.02%	EXIST.			0.00	5.81

NOTE: BLANK CELLS INTENTIONALLY LEFT BLANK.



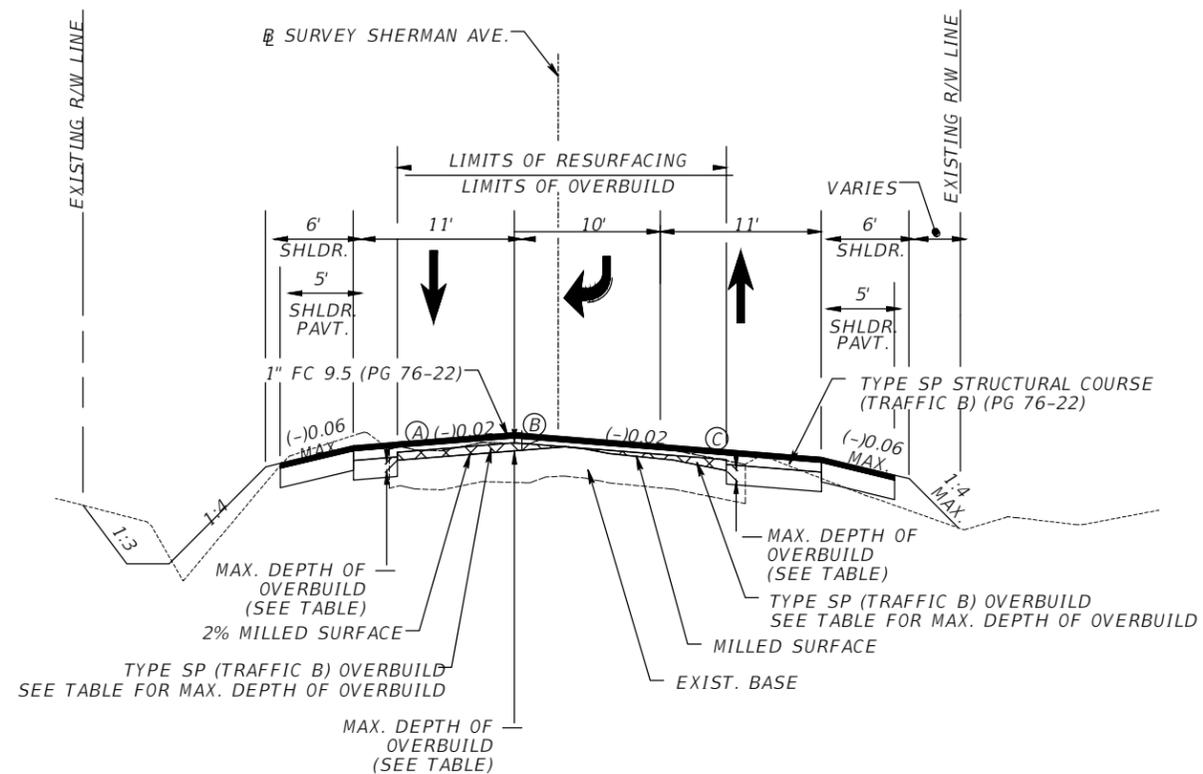
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(850) 210-0101

SHERMAN AVENUE
FROM 11TH STREET
TO 15TH STREET

TYPICAL SECTION DETAILS

DESIGNED BY KM	DRAWN BY KM	SHEET NO. 78 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	

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OVERBUILD AND RESURFACING DETAIL
SOUTH OF 15TH STREET
STA. 106+50.00 TO STA. 110+50.00

OVERBUILD DETAILS														
STATION	SB LANE				SB TURN LANE				NB LANE				AREA OF OVERBUILD (SQ. FT.)	ESTIMATED TOTAL SUPERPAVE OVERBUILD (TN)
	MILLED SLOPE (%)	PROPOSED SLOPE (%)	DEPTH OF OVERBUILD (IN.) (A)	WIDTH OF OVERBUILD (FT.)	MILLED SLOPE (%)	PROPOSED SLOPE (%)	DEPTH OF OVERBUILD (IN.) (B)	WIDTH OF OVERBUILD (FT.)	MILLED SLOPE (%)	PROPOSED SLOPE (%)	DEPTH OF OVERBUILD (IN.) (C)	WIDTH OF OVERBUILD (FT.)		
106+50.00	-1.64%	EXIST.			-1.64%				-1.84%	EXIST.			0.00	
107+00.00	-2.00%	-2.00%	1.68	8.0	-2.00%	+2.00%	1.68	3.5	-3.41%	-2.00%	1.76	10.4	2.13	3.90
107+50.00	-2.00%	-2.00%	1.68	8.0	-2.00%	+2.00%	1.68	3.5	-3.38%	-2.00%	1.52	9.2	1.94	7.46
108+00.00	-2.00%	-2.00%	1.68	8.0	-2.00%	+2.00%	1.68	3.5	-3.69%	-2.00%	2.23	11.0	2.39	7.94
108+50.00	-2.00%	-2.00%	1.68	8.0	-2.00%	+2.00%	1.68	3.5	-3.31%	-2.00%	1.52	9.7	1.97	8.00
109+00.00	-2.00%	-2.00%	1.68	8.0	-2.00%	+2.00%	1.68	3.5	-3.13%	-2.00%	1.49	11.0	2.05	7.38
109+50.00	-2.00%	-2.00%							-2.57%	-2.00%	0.69	10.1	0.29	4.28
110+00.00	-2.00%	-2.00%							-2.42%	-2.00%	0.41	8.1	0.14	0.78
110+50.00		EXIST.								EXIST.			0.00	0.26

NOTE: BLANK CELLS INTENTIONALLY LEFT BLANK.



LOREN Z. STEELE, P.E.
P.E. LICENSE NUMBER 83725
WGI, INC.
2316 KILLEARN CENTER BLVD.
BUILDING C, SUITE 100
TALLAHASSEE, FL 32309
(850) 210-0101

**SHERMAN AVENUE
FROM 11TH STREET
TO 15TH STREET**

TYPICAL SECTION DETAILS

DESIGNED BY KM	DRAWN BY KM	SHEET NO. 79 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

 JEREMIAH SLAYMAKER, P.S.M.
 P.S.M. NO: LS6387
 WGI, INC.
 2316 KILLEARN CENTER BLVD, BLDG. C, SUITE 100,
 TALLAHASSEE, FL 32309
3. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
4. UTILITY/AGENCY OWNERS: COMPANY CONTACT EMAIL TELEPHONE NUMBERS

AT&T	MIKE FILLINGHAM	MF2504@ATT.COM	850-623-0577
	TERRY MONTGOMERY	TM4556@ATT.COM	
TECO GAS	LEON MATHIS	VLMathis@TECOENERGY.COM	850-258-5032
	PAUL DANIELS	PSDANIELS@TECOENERGY.COM	850-258-5031
	MARK NOBLE	MNOBLE@TECOENERGY.COM	850-258-5035
SOUTHERN LIGHT	JAMES HILL	JAMES.HILL@UNITI.COM	850-544-1400
COMCAST	ROB ADAMS	ROB_ADAMS@COMCAST.COM	850-815-7797
MEDIACOM	PAUL PITTS	PPITTS@MEDIACOMCC.COM	850-278-6832
FPL	JUSTIN PALUMBO		850-549-1447
	DWIGHT QUIMBAY		850-872-3229
GULF COAST ELEC	DAVID SYFIETT		850-265-3631 x3047
WOW	KEN HOLT	KENNETH.HOLT@WOWINC.COM	850-896-8927
CITY OF LYNN HAVEN	GREG KIDWELL	GKIDWELL@CITYOFLYNNHAVEN.COM	
CITY OF PCB	MARK SHAEFFER	MSHAEFFER@PCBGOV.COM	
	ROBERT POTTER	RPOTTER@PCBGOV.COM	850-527-1944
CITY OF PC	JIMMY HARREL		850-819-3565
	ANGIE LIGHTFOOT	ALIGHTFOOT@PCGOV.ORG	
	DALE CRONWELL, P.E.	DCRONWELL@PCGOV.ORG	850-872-3016
CITY OF CALLAWAY	OSCAR MARTINEZ	OMARTINEZ@CITYOFCALLAWAY.COM	850-871-1033
CITY OF SPRINGFIELD	RODNEY GRISSETT	RGRISSETT@SPRINGFIELD.FL.GOV	850-871-1033
5. 14 DAYS PRIOR TO ANY WORK WITHIN BAY LINE RAILROAD RIGHT-OF-WAY, THE CONTRACTOR SHALL CONTACT THE RAILROAD TO COORDINATE ALL WORK, TIMES, AND DURATION.

 BAY LINE RAILROAD CONTACT: DALE HANSHEW, 229-364-6259, DALE.HANSHEW@GWRR.COM
6. THE CONTRACTOR SHALL PHYSICALLY EXAMINE THE PROJECT SITE AND INFORM HIMSELF FULLY IN REGARD TO ALL CONDITIONS PERTAINING TO THE PLACES WHERE THE WORK IS TO BE PERFORMED FOR THE PURPOSE OF DETERMINING HIS COST TO PERFORM THE WORK.
7. CONTRACTOR MAY RETAIN UP TO 30% OF THE ASPHALT MILLINGS. ALL ADDITIONAL ASPHALT MILLINGS SHALL BE HAULED TO THE COUNTY YARD ON OLD MAJETTE ROAD. CONTACT THE ROADS & BRIDGES DIVISION (850-248-8810) FOR STOCK PILE LOCATIONS.

8. ANY PUBLIC LAND CORNER MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE BAY COUNTY SURVEYOR'S OFFICE (850-248-8301) SHOULD BE NOTIFIED WITHOUT DELAY.
9. UTILITIES ARE TO BE ADJUSTED BY THE APPROPRIATE UTILITY OWNER(S) AS NECESSARY. THE CONTRACTOR IS TO COORDINATE ADJUSTMENTS WITH UTILITY OWNER(S) AS NECESSARY.
10. CLIP/REMOVE ANY TURF OVERGROWTH FROM EXIST. PAVEMENT SURFACE.
11. TRAFFIC SIGNS AND MAILBOXES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
12. ALL PAVEMENT MARKINGS PER FDOT STANDARD PLANS INDEX 711-001.
13. ALL RAISED PAVEMENT MARKERS (RPMS) PER FDOT STANDARD PLANS INDEX 706-001.
14. ALL VIBRATORY ROLLER COMPACTION EQUIPMENT UTILIZED SHALL BE OPERATED IN STATIC MODE ONLY.



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**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

GENERAL NOTES

DESIGNED BY KM	DRAWN BY KM	SHEET NO. 81 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	

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BID ITEM	DESCRIPTION	UNIT	QUANTITY	DESIGN NOTES
101-1	MOBILIZATION	LS	1	
102-1	MAINTENANCE OF TRAFFIC	LS	1	
110-1	CLEARING & GRUBBING	AC	0.61	
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	119	
120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	160.0	ASSUMING A FILL ADJUSTMENT FACTOR OF 1.2 AND TRUCK ADJUSTMENT FACTOR OF 1.25
120-71	REGULAR EXCAVATION (3-R PROJECTS ONLY)	CY	459.3	
160-4	TYPE B STABILIZATION	SY	2135	
285-701	OPTIONAL BASE, BASE GROUP 01	SY	916	
285-703	OPTIONAL BASE, BASE GROUP 03	SY	658	
286-2	TURNOUT CONSTRUCTION- ASPHALT/DRIVEWAY BASE- ASPHALT MATERIAL	TN	102.2	ASSUME 4" THICKNESS AT A SPREAD RATE OF 440 LB/SY
327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	180	
327-70-5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	1999	
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	6098	
327-70-16	MILLING EXISTING ASPHALT PAVEMENT, 1/2" AVG DEPTH	SY	1687	
334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	547.5	
334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22, OVERBUILD	TN	103.2	
337-7-80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	653.2	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	140	
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	77	
524-1-1	CONCRETE DITCH PAVT, NON REINFORCED, 3"	SY	11	
527-2	DETECTABLE WARNINGS	SF	22	
570-1-2	PERFORMANCE TURF, SOD	SY	1125	
570-1-3	PERFORMANCE TURF, SOD AND SOIL - SHOULDER TREATMENT INDEX 570-010	SY	945	
700-1-11	SINGLE POST SIGN, F&J GROUND MOUNT, UP TO 12 SF	AS	6	
700-1-50	SINGLE POST SIGN, RELOCATE	AS	3	
700-1-60	SINGLE POST SIGN, REMOVE	AS	1	
706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	329	
*	YELLOW/YELLOW RPM	EA	215	
	WHITE/RED RPM	EA	114	
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	348	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	157	
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.039	
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	2	
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6	
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	88	
711-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	29	
711-14-193	THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOPE	LF	1017	
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	1.094	
711-16-201	THERMOPLASTIC, STANDARD - OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.631	
711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.259	

PAY ITEM NOTES

THE FOLLOWING PAY ITEM NOTES EMPHASIZE PARTS OF FDOT SPECIFICATIONS OR MODIFICATIONS TO FDOT SPECIFICATIONS BY THE PLANS, AND/OR SPECIAL PROVISIONS. ITEMS CODED PER FDOT 2022 BASIS OF ESTIMATES.

- PAY ITEM 101-1 (MOBILIZATION) LUMP SUM PRICE INCLUDES PROJECT LAYOUT, OBTAINING AND COMPLYING WITH FDEP NPDES CONSTRUCTION PERMIT PER SPECIAL PROVISIONS SECTION 104, DETAILED CONSTRUCTION SCHEDULE, AND NOTIFICATIONS PER SPECIAL PROVISIONS SECTION 102.
- PAY ITEM 102-1 (MAINTENANCE OF TRAFFIC) LUMP SUM PRICE INCLUDES ALL MOT SIGNS, POSTS, BARRICADES, CONNECTIONS, INSTALLATION AND REMOVAL. INCLUDES MAINTENANCE OF TRAFFIC AND DETOURS AS REQUIRED AROUND THE CONSTRUCTION AREAS, REMOVAL AND REINSTALLATION OF EXISTING TRAFFIC SIGNS, AND MAINTENANCE OF DRIVEWAYS DURING CONSTRUCTION TO ALLOW ACCESS TO PROPERTY.
- PAY ITEM 285-701/703 (OPTIONAL BASE, BASE GROUP 01, BASE GROUP 03) UNIT PRICE INCLUDES ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS NECESSARY TO PROVIDE LIMEROCK (MINIMUM LBR 100) TO INCLUDE BUT NOT LIMITED TO REMOVAL OF EXISTING BASE AS NECESSARY, GRADING, SUBGRADE SHAPING, ROLLING/COMPACTING, TESTING SO THAT FINAL BASE MEETS PLAN GRADING. GRADED AGGREGATE BASE (GAB) OR RECYCLED CONCRETE AGGREGATE (LBR 150) MAY BE USED IN LIEU OF LIMEROCK.
- PAY ITEM 327-70-1/5/6/16 (MILLING EXISTING ASPHALT, VARIOUS DEPTHS) UNIT PRICE INCLUDES MILLING PER THE TRANSITION DETAIL SHOWN IN THE PLANS. UNIT PRICE PAYMENT SHALL BE FOR THE FIELD-MEASURED QUANTITY.
- PAY ITEM 334-1-52 (SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, SP-12.5, PG 76-22) UNIT PRICE INCLUDES BITUMINOUS PRIME COAT MATERIAL AND INSTALLATION. INCLUDES CONSTRUCTING PAVED APRONS AT INTERSECTING ROADS AND DRIVEWAYS PER THE DETAIL IN THE PLANS. COMPACT IN STATIC ROLLING MODE ONLY.
- PAY ITEM 337-7-80 (ASPHALTIC CONCRETE FC, TRAFFIC B, FC-9.5, PG 76-22) UNIT PRICE INCLUDES BITUMINOUS PRIME COAT MATERIAL AND INSTALLATION. INCLUDES CONSTRUCTING PAVED APRONS AT INTERSECTING ROADS AND DRIVEWAYS PER THE DETAIL IN THE PLANS. FRICTION COURSE SHALL BE COMPACTED IN STATIC ROLLING MODE ONLY.
- PAY ITEM 570-1-2 (PERFORMANCE TURF) UNIT PRICE INCLUDES ALL LABOR, MATERIAL, EQUIPMENT, AND INCIDENTALS NECESSARY TO INSTALL ONE SQUARE YARD OF SOD IN ACCORDANCE WITH THE SPECIAL PROVISIONS SECTION 104, WHICH INCLUDES BUT NOT LIMITED TO LIME, FERTILIZER, WATER AND ANY INCIDENTALS FOR A HEALTHY STAND OF GRASS. INCLUDES FURNISHING AND INSTALLING PINS AS NECESSARY FOR LAPPING SOD. ALSO INCLUDES CLIPPING/REMOVING EXISTING TURF FROM SHOULDER AS NECESSARY. SOD SHALL BE BAHIA OR BERMUDA ONLY.

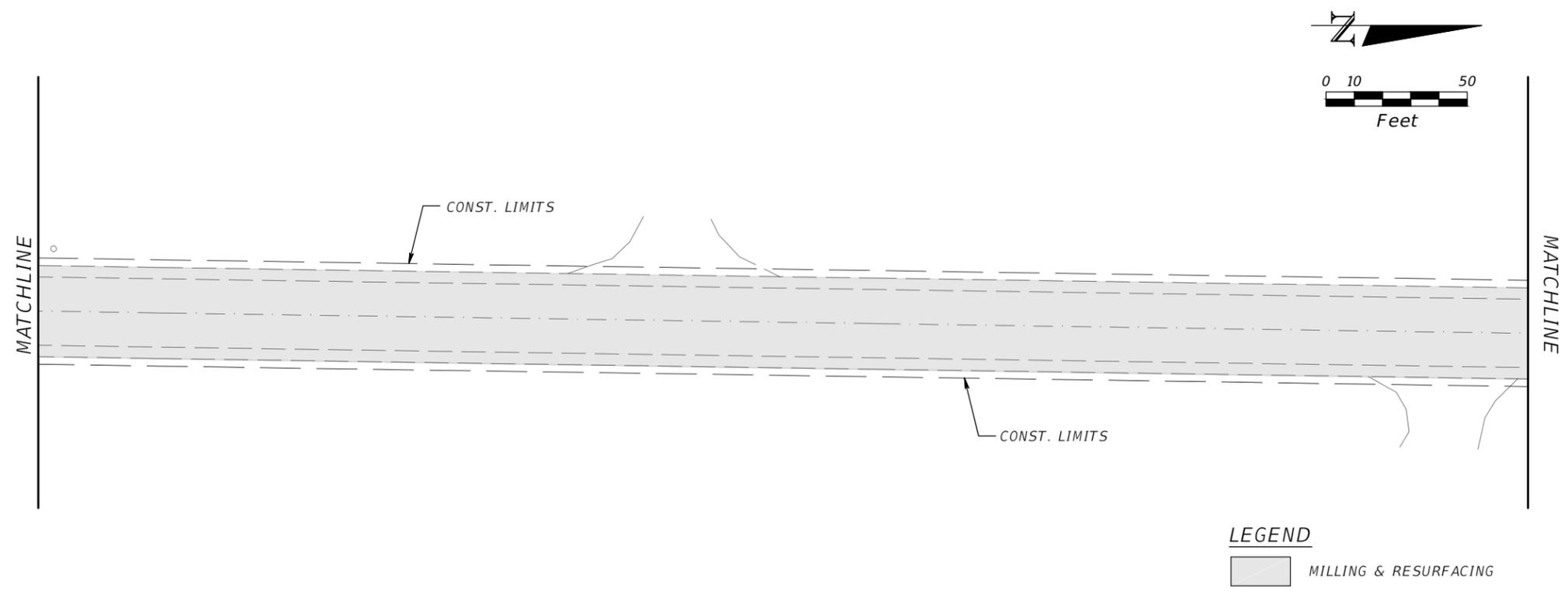
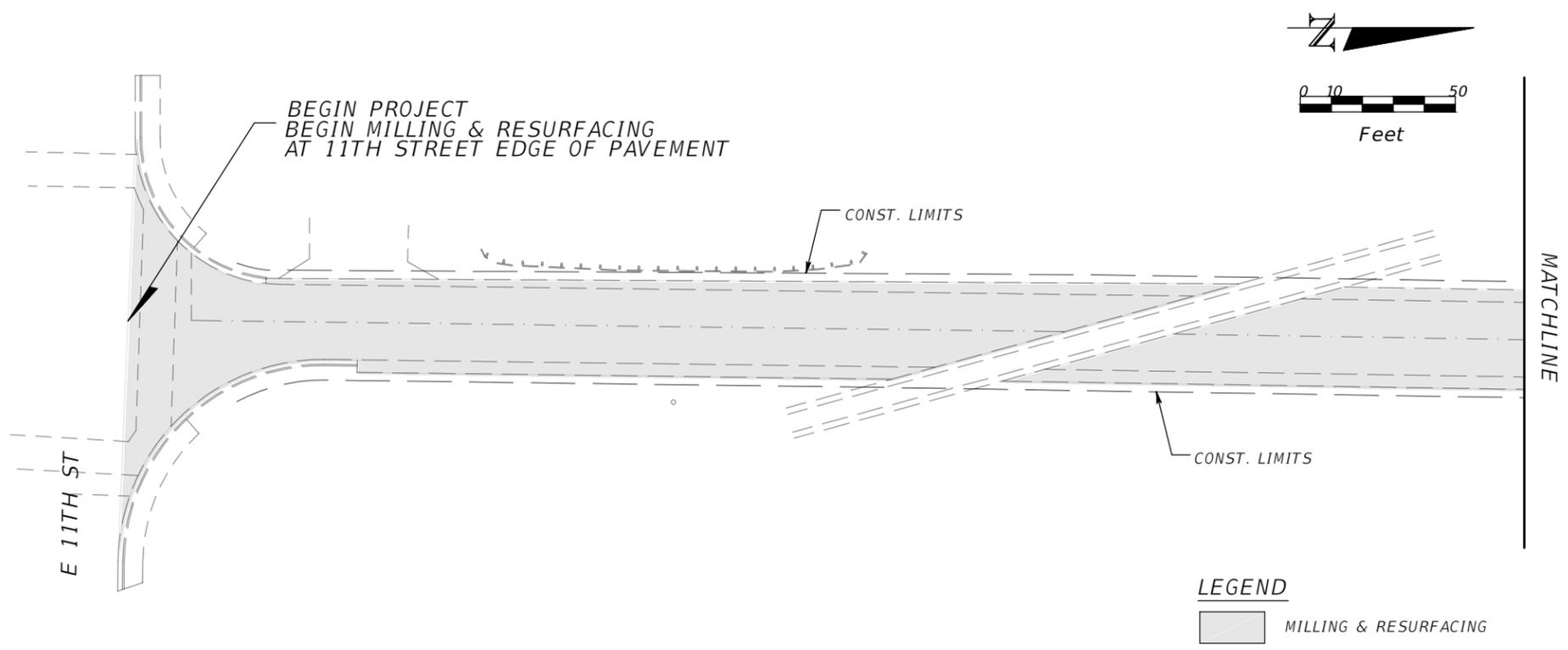


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**SHERMAN AVENUE
FROM 11TH STREET
TO 15TH STREET**

**SUMMARY OF PAY ITEMS &
PAY ITEM NOTES**

DESIGNED BY KM	DRAWN BY KM	SHEET NO. 82 of 122
CHECKED BY TR	DATE DRAWN 7/25/22	



LEGEND
 MILLING & RESURFACING

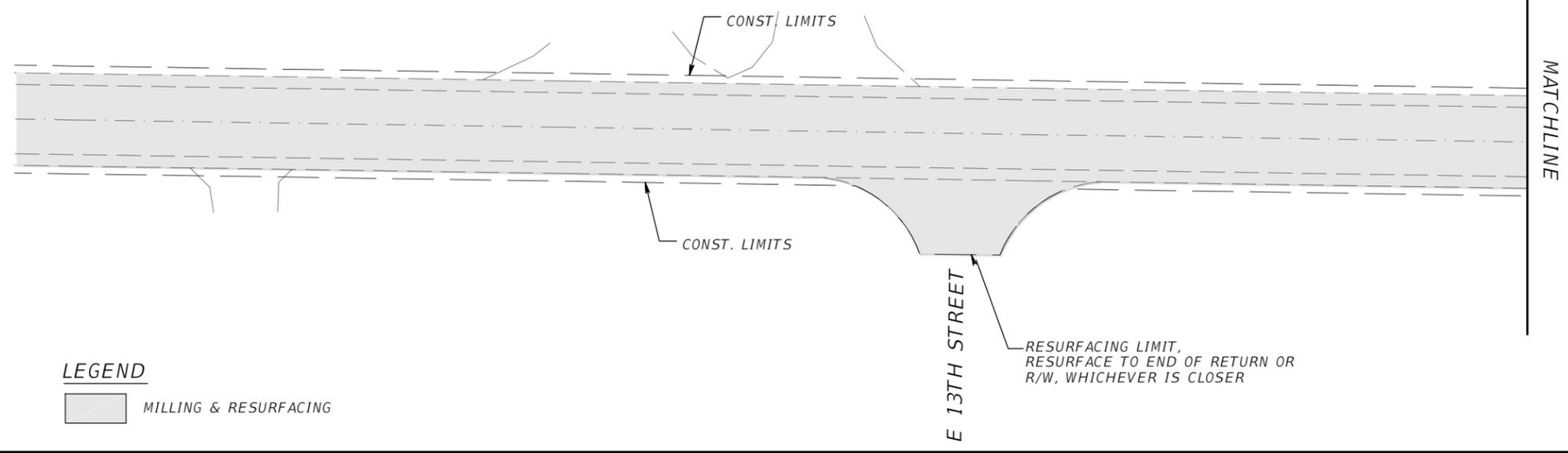
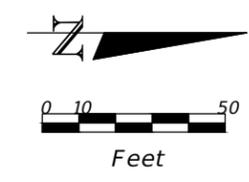
LEGEND
 MILLING & RESURFACING



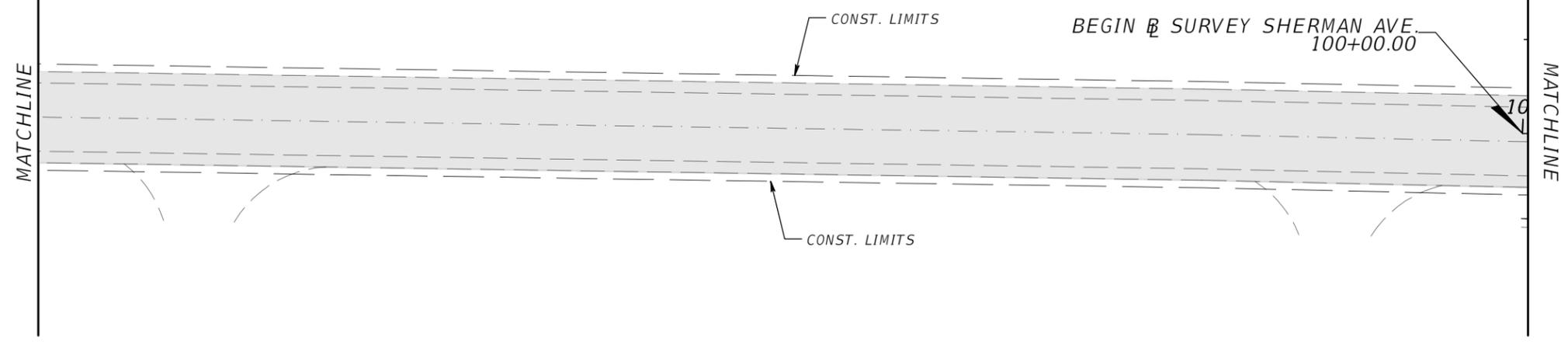
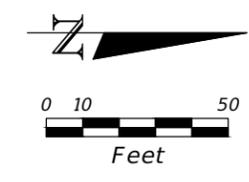
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**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

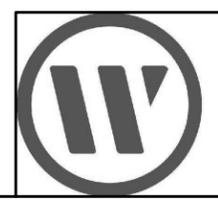
ROADWAY PLAN		
DESIGNED BY KM	DRAWN BY KM	SHEET NO. 83 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	



LEGEND
 MILLING & RESURFACING



LEGEND
 MILLING & RESURFACING

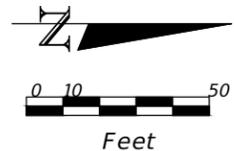


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**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

ROADWAY PLAN		
DESIGNED BY KM	DRAWN BY KM	SHEET NO. 84 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	

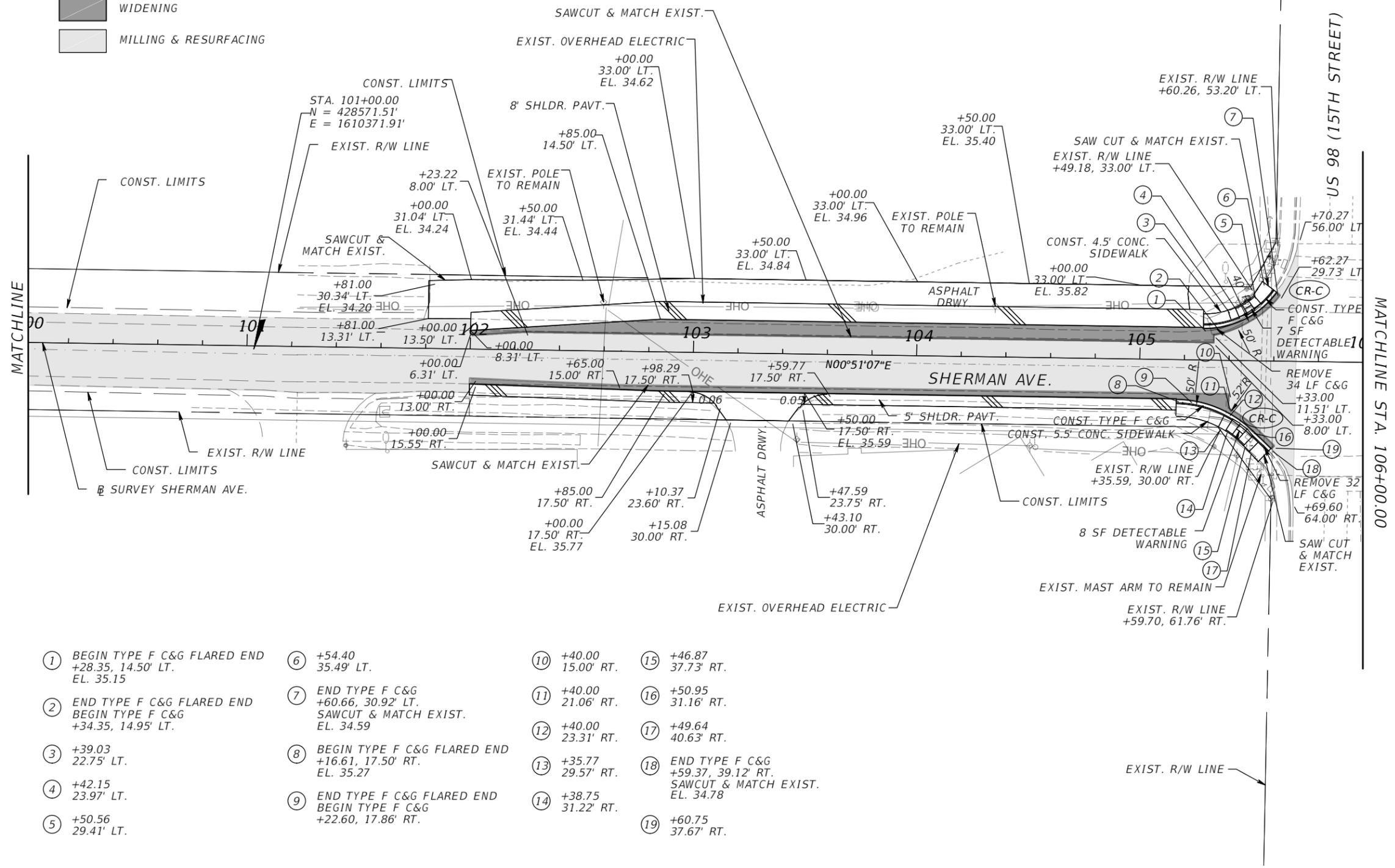
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CAUTION: BURIED GAS LINE WITHIN R/W

LEGEND

- WIDENING
- MILLING & RESURFACING



- | | | | |
|---|--|------------------------|--|
| ① BEGIN TYPE F C&G FLARED END
+28.35, 14.50' LT.
EL. 35.15 | ⑥ +54.40
35.49' LT. | ⑩ +40.00
15.00' RT. | ⑮ +46.87
37.73' RT. |
| ② END TYPE F C&G FLARED END
BEGIN TYPE F C&G
+34.35, 14.95' LT. | ⑦ END TYPE F C&G
+60.66, 30.92' LT.
SAWCUT & MATCH EXIST.
EL. 34.59 | ⑪ +40.00
21.06' RT. | ⑯ +50.95
31.16' RT. |
| ③ +39.03
22.75' LT. | ⑧ BEGIN TYPE F C&G FLARED END
+16.61, 17.50' RT.
EL. 35.27 | ⑫ +40.00
23.31' RT. | ⑰ +49.64
40.63' RT. |
| ④ +42.15
23.97' LT. | ⑨ END TYPE F C&G FLARED END
BEGIN TYPE F C&G
+22.60, 17.86' RT. | ⑬ +35.77
29.57' RT. | ⑱ END TYPE F C&G
+59.37, 39.12' RT.
SAWCUT & MATCH EXIST.
EL. 34.78 |
| ⑤ +50.56
29.41' LT. | | ⑭ +38.75
31.22' RT. | ⑲ +60.75
37.67' RT. |

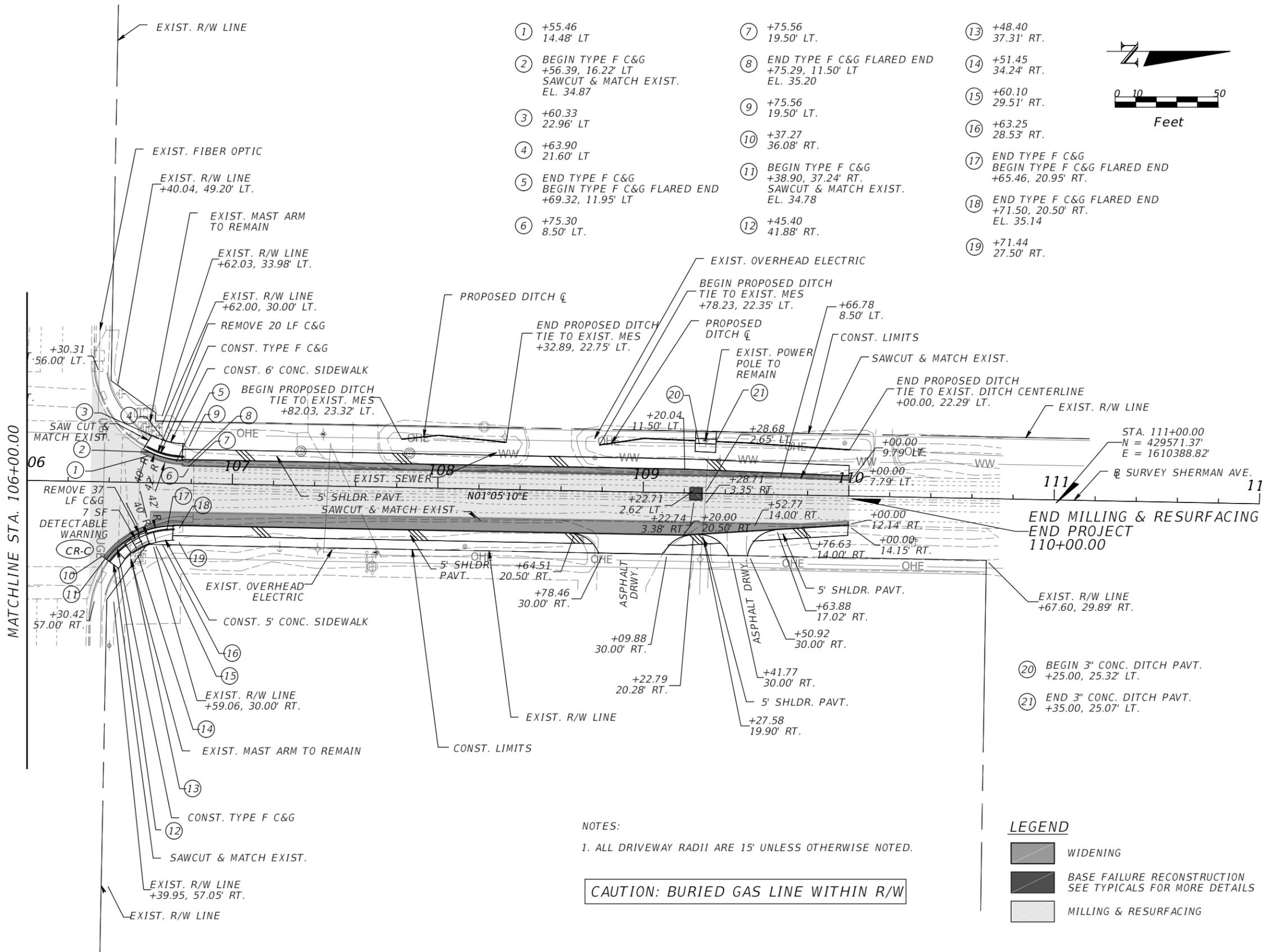


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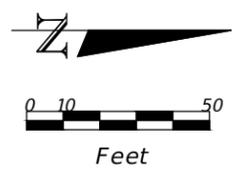
**SHERMAN AVENUE
FROM 11TH STREET
TO 15TH STREET**

ROADWAY PLAN

DESIGNED BY KM	DRAWN BY KM	SHEET NO. 85 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	



- ① +55.46
14.48' LT
- ② BEGIN TYPE F C&G
+56.39, 16.22' LT
SAWCUT & MATCH EXIST.
EL. 34.87
- ③ +60.33
22.96' LT
- ④ +63.90
21.60' LT
- ⑤ END TYPE F C&G
BEGIN TYPE F C&G FLARED END
+69.32, 11.95' LT
- ⑥ +75.30
8.50' LT
- ⑦ +75.56
19.50' LT
- ⑧ END TYPE F C&G FLARED END
+75.29, 11.50' LT
EL. 35.20
- ⑨ +75.56
19.50' LT
- ⑩ +37.27
36.08' RT
- ⑪ BEGIN TYPE F C&G
+38.90, 37.24' RT
SAWCUT & MATCH EXIST.
EL. 34.78
- ⑫ +45.40
41.88' RT
- ⑬ +48.40
37.31' RT
- ⑭ +51.45
34.24' RT
- ⑮ +60.10
29.51' RT
- ⑯ +63.25
28.53' RT
- ⑰ END TYPE F C&G
BEGIN TYPE F C&G FLARED END
+65.46, 20.95' RT
- ⑱ END TYPE F C&G FLARED END
+71.50, 20.50' RT
EL. 35.14
- ⑲ +71.44
27.50' RT



NOTES:

1. ALL DRIVEWAY RADII ARE 15' UNLESS OTHERWISE NOTED.

CAUTION: BURIED GAS LINE WITHIN R/W

LEGEND

- WIDENING
- BASE FAILURE RECONSTRUCTION
SEE TYPICALS FOR MORE DETAILS
- MILLING & RESURFACING



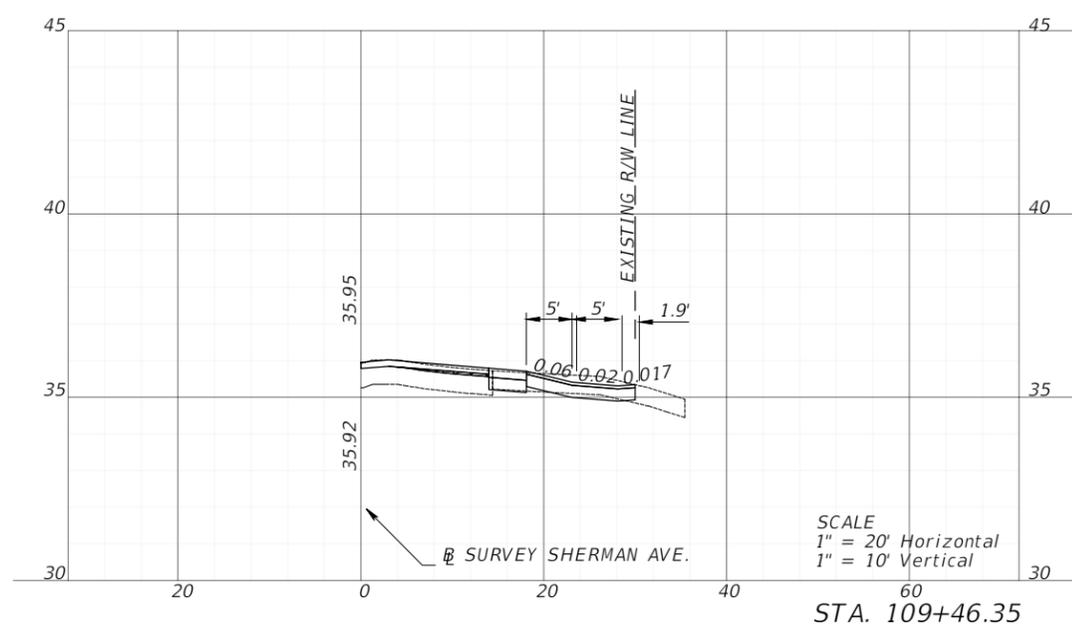
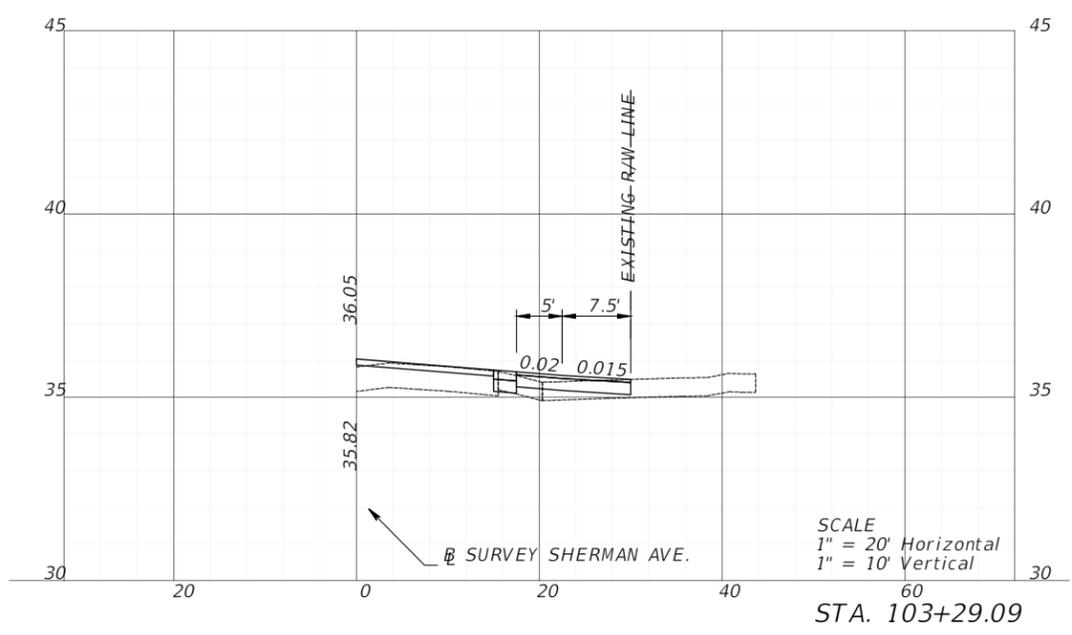
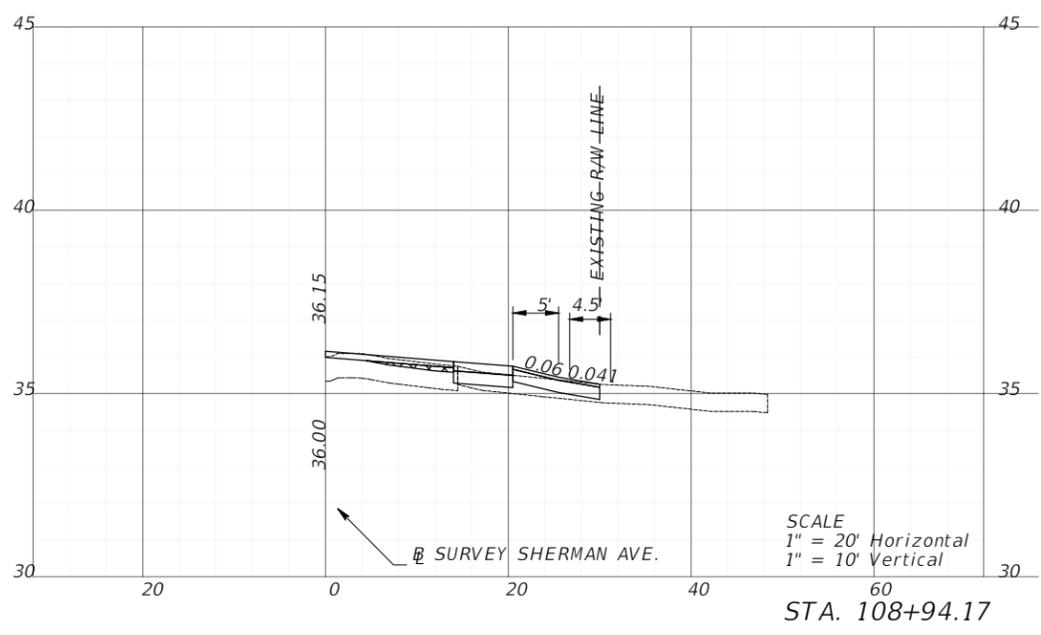
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**SHERMAN AVENUE
FROM 11TH STREET
TO 15TH STREET**

ROADWAY PLAN

DESIGNED BY KM	DRAWN BY KM	SHEET NO. 86 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	

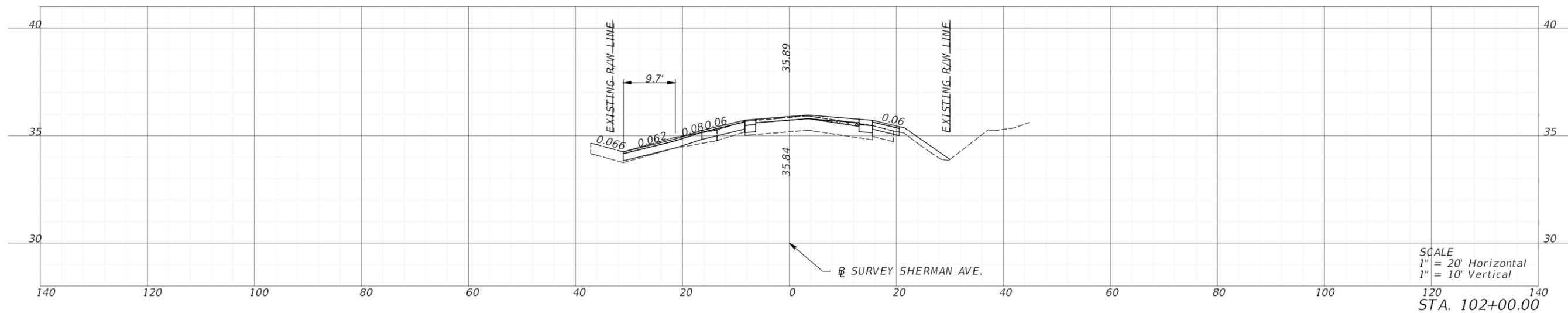
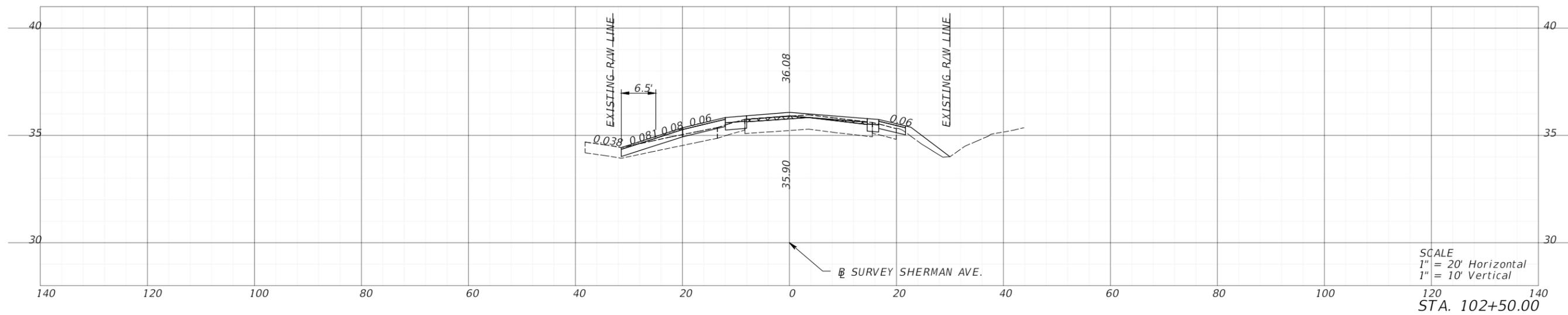
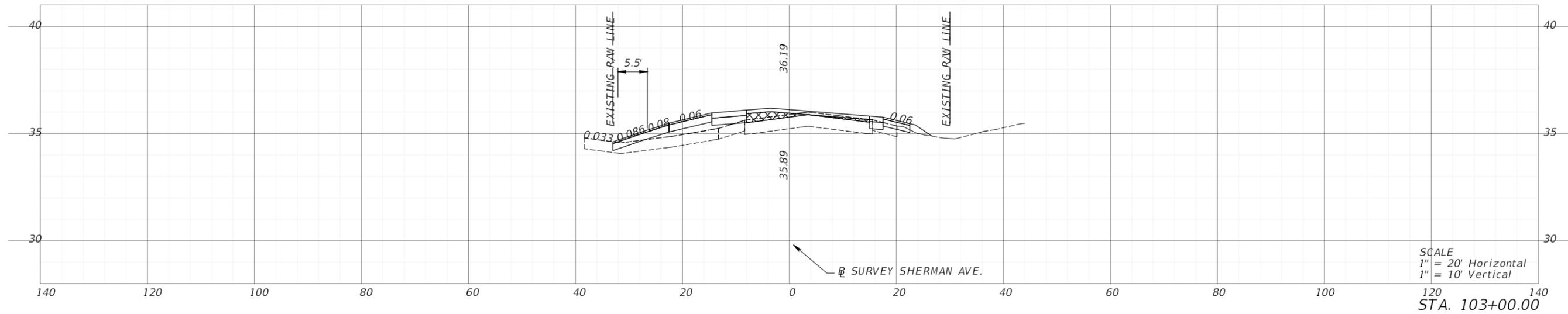
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WGI, INC.
2316 KILLEARN CENTER BLVD.
BUILDING C, SUITE 100
TALLAHASSEE, FL 32309
(850) 210-0101

**SHERMAN AVENUE
FROM 11TH STREET
TO 15TH STREET**

DRIVEWAY PROFILES		
DESIGNED BY KM	DRAWN BY KM	SHEET NO. 87 of 122
CHECKED BY TR	DATE DRAWN 7/21/22	



LEGEND
 OVERBUILD

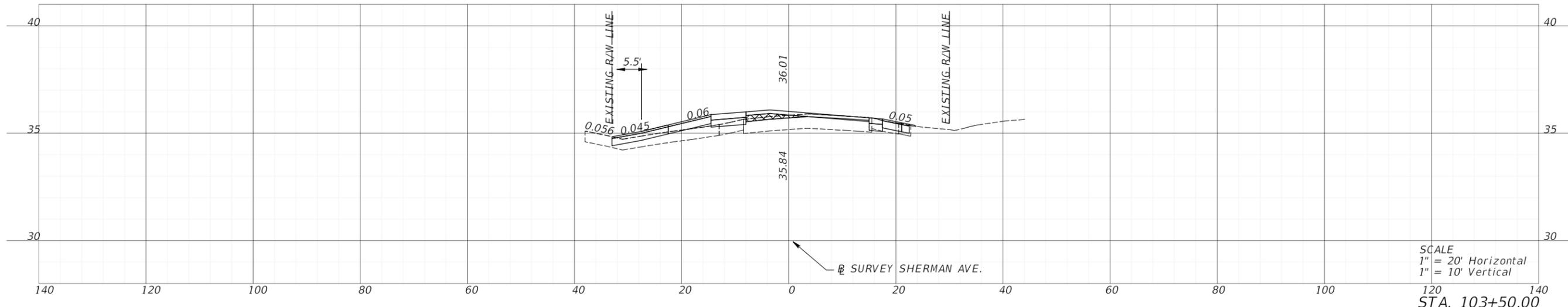
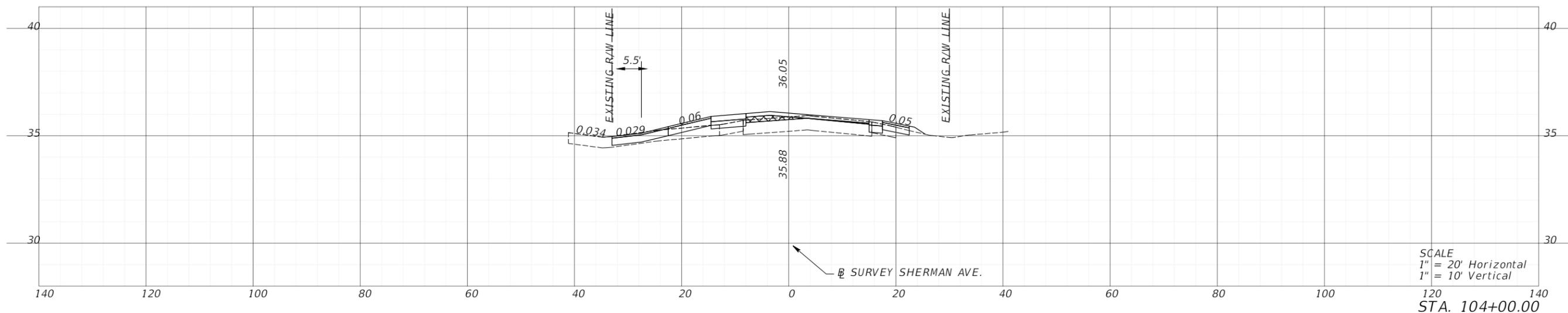
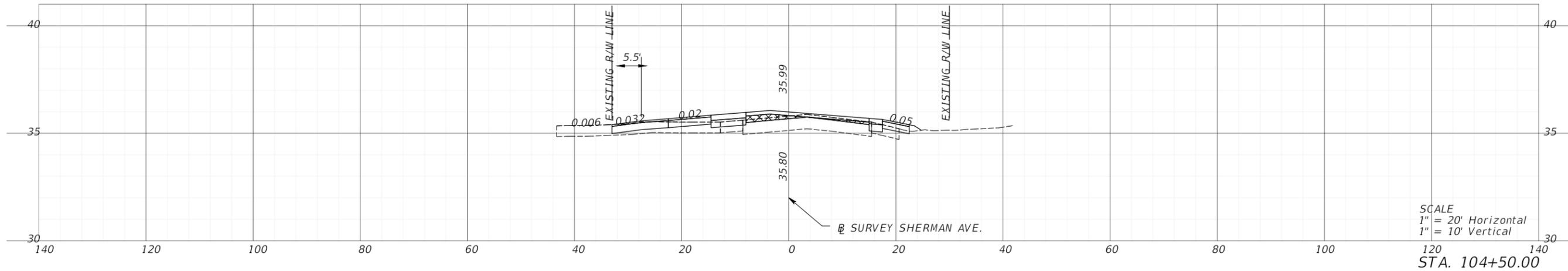


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**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

CROSS SECTIONS

DESIGNED BY KM	DRAWN BY KM	SHEET NO. 88 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	



LEGEND
 OVERBUILD

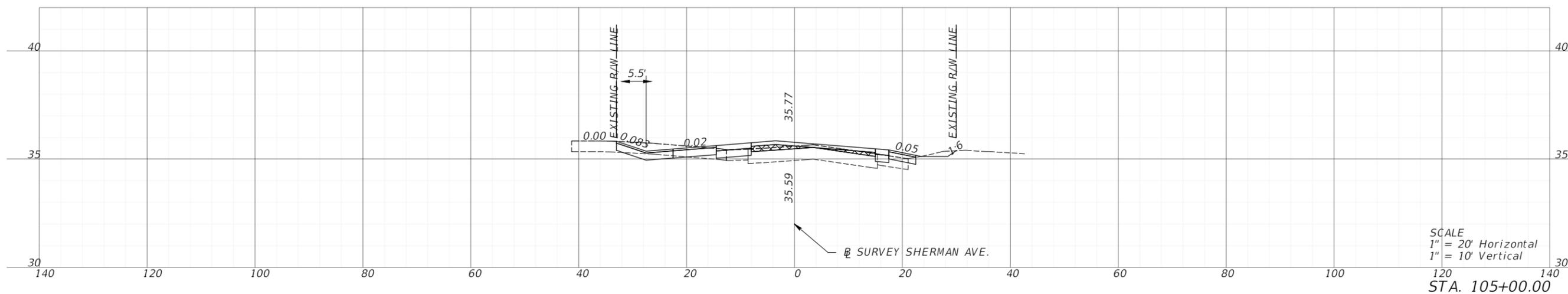
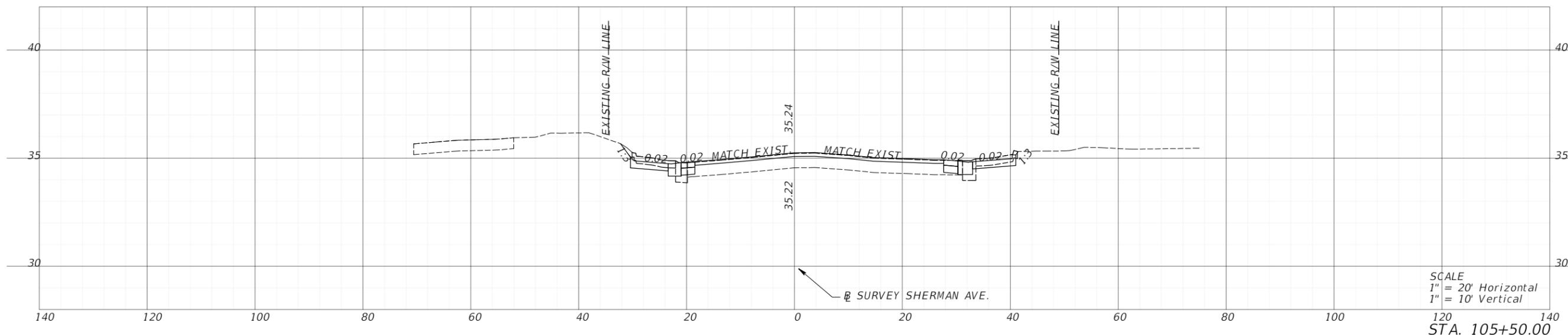
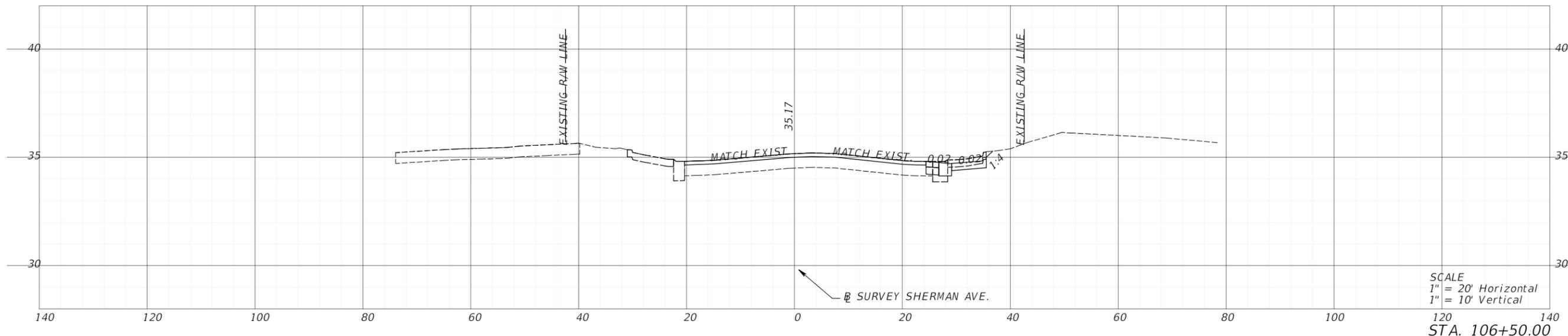


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 (850) 210-0101

**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

CROSS SECTIONS		
DESIGNED BY KM	DRAWN BY KM	SHEET NO. 89 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	

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LEGEND
 OVERBUILD

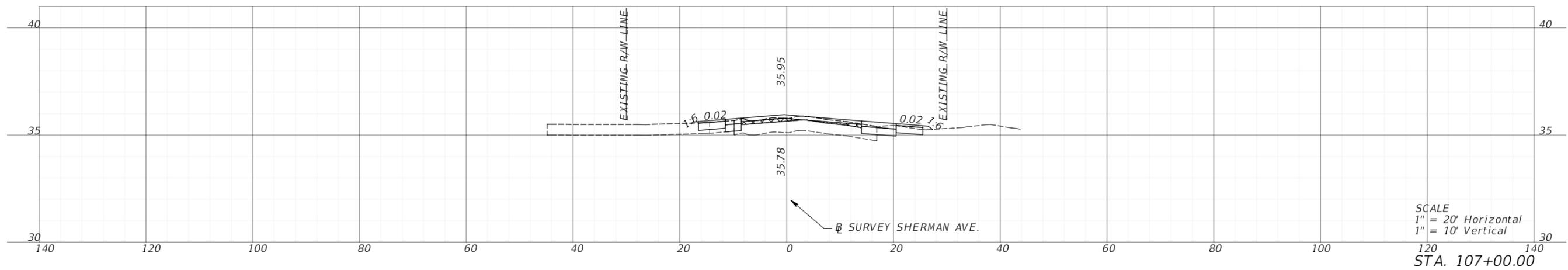
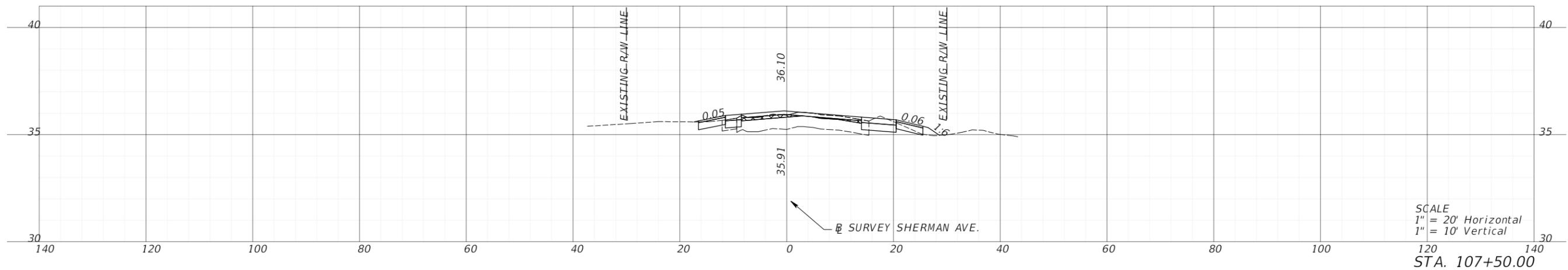
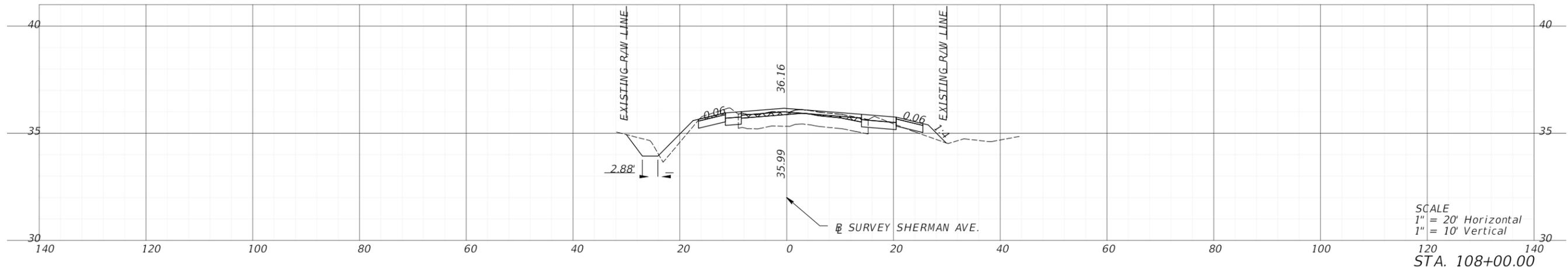


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**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

CROSS SECTIONS		
DESIGNED BY KM	DRAWN BY KM	SHEET NO. 90 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	

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LEGEND

 OVERBUILD



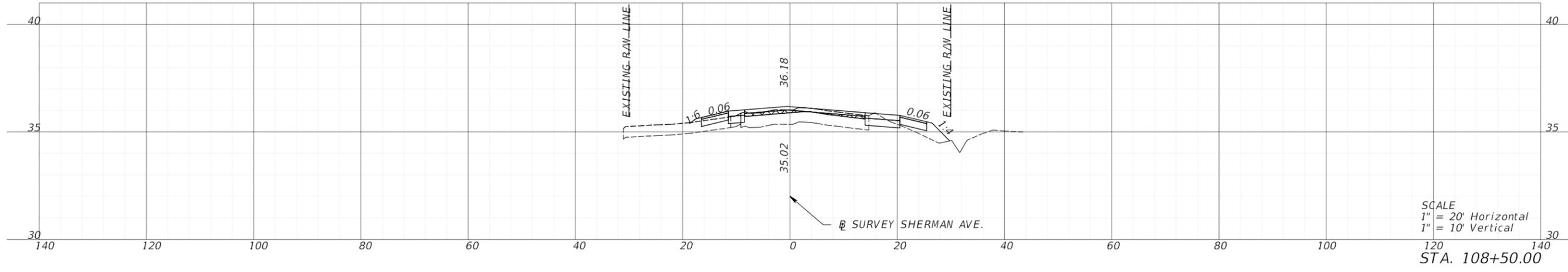
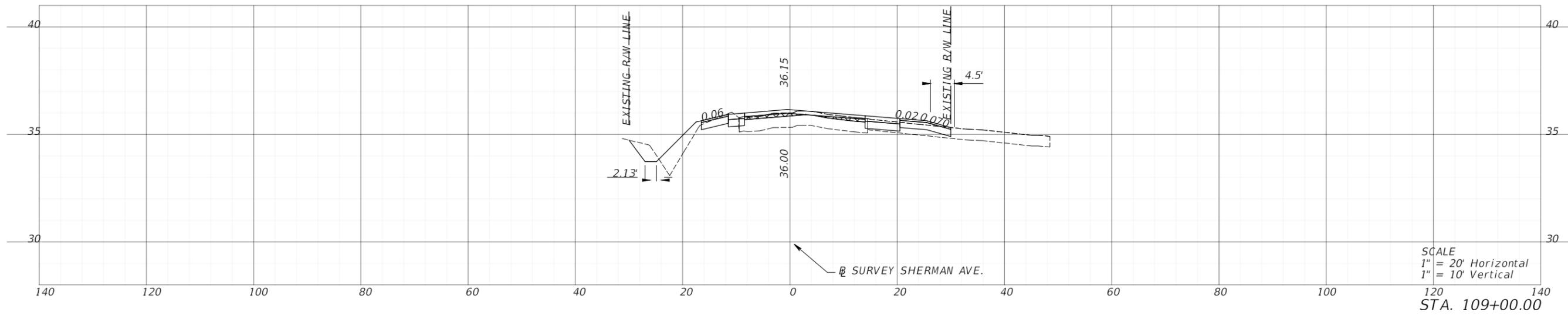
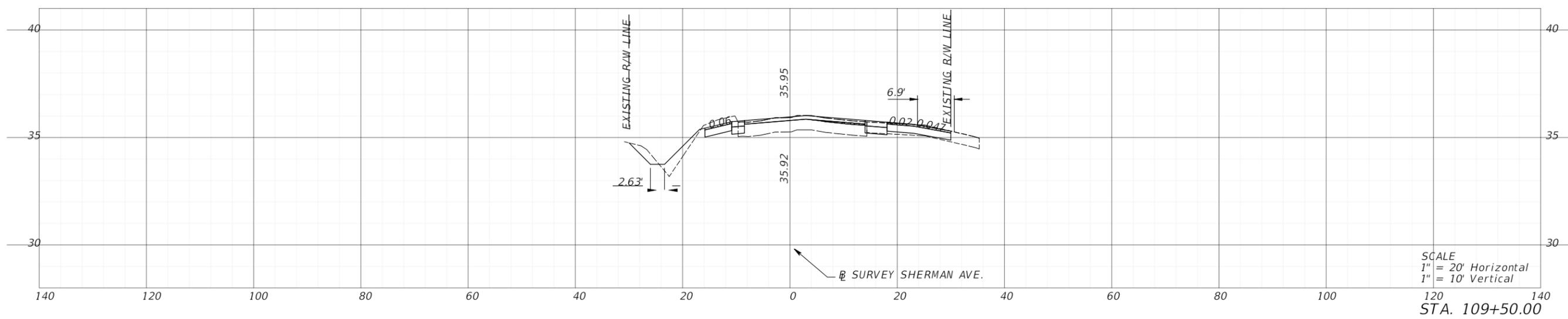
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TALLAHASSEE, FL 32309
(850) 210-0101

**SHERMAN AVENUE
FROM 11TH STREET
TO 15TH STREET**

CROSS SECTIONS

DESIGNED BY KM	DRAWN BY KM	SHEET NO. 91 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	

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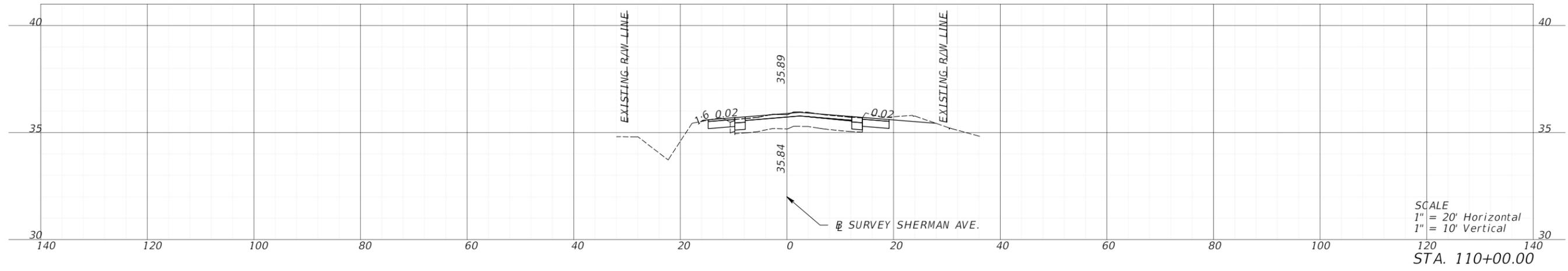
LEGEND
 OVERBUILD



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**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

CROSS SECTIONS		
DESIGNED BY KM	DRAWN BY KM	SHEET NO. 92 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	



SCALE
 1" = 20' Horizontal
 1" = 10' Vertical
 STA. 110+00.00



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 (850) 210-0101

**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

CROSS SECTIONS		
DESIGNED BY KM	DRAWN BY KM	SHEET NO. 93 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	

TRAFFIC CONTROL NOTES:

1. SEE STANDARD PLANS INDEX 102-600 FOR GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES.
2. SEE STANDARD PLANS INDEX 102-602, SHEET 1 OF 2, FOR WORK ON SHOULDER.
3. SEE STANDARD PLANS INDEX 102-603, SHEET 1 OF 2, FOR WORK WITHIN TRAVEL WAY.
4. SEE STANDARD PLANS INDEX 102-603, SHEET 2 OF 2, FOR WORK WITHIN TRAVEL WAY AT RAILROAD CROSSING.
5. SEE STANDARD PLANS INDEX 102-604 FOR INTERSECTION WORK ON SHERMAN AVENUE AND STANDARD PLANS INDEX 102-615 FOR INTERSECTION WORK ON 15TH STREET.
6. SEE STANDARD PLANS INDEX 102-660, SHEET 1 OF 2, FOR SIDEWALK CLOSURE.
7. REGULATORY SPEED FOR ALL ROADWAYS DURING CONSTRUCTION SHALL BE MAINTAINED AT CURRENT POSTED SPEEDS.
8. THE CONTRACTOR SHALL HAVE A WORKSITE TRAFFIC SUPERVISOR QUALIFIED PER FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SECTION 105-8) WHO SHALL EXECUTE THE DUTIES DESCRIBED IN FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SECTION 102-3).
9. CONTRACTOR TO INSTALL TRAFFIC CONTROL IN WORK ZONE SIGNS 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
10. IT SHALL BE THE CONTRACTORS SOLE RESPONSIBILITY TO MAINTAIN ADEQUATE TRAFFIC CONTROL AND TO PROVIDE DETOURS AROUND CONSTRUCTION ACTIVITIES.
11. AT LEAST ONE LANE OF ROAD SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, EXCEPT FOR THE BASE REPAIR FAILURE WHERE A DETOUR WILL BE NEEDED AND FOLLOWED.
12. CONTRACTOR AT CONTRACTOR'S EXPENSE SHALL GIVE RESIDENTS AND BUSINESSES LOCATED ON THE PROJECT RIGHT-OF-WAY 48 HOURS NOTICE OF START OF CONSTRUCTION AND HAVE MAINTENANCE OF TRAFFIC SIGNAGE IN PLACE PRIOR TO BEGINNING ANY CONSTRUCTION. THE COUNTY WILL PROVIDE DOOR HANGER TYPE NOTICES TO THE CONTRACTOR. CONTRACTOR PERSONNEL SHALL DISTRIBUTE TO EACH BUSINESS AND RESIDENT 24 HOURS PRIOR TO STARTING ANY OPERATIONS THAT COULD PREVENT ACCESS TO ANY RESIDENCE OR BUSINESS. THE CONTRACTOR SHALL ALSO NOTIFY LAW ENFORCEMENT AGENCIES AND FIRE STATIONS AT LEAST 48 HOURS IN ADVANCE OF ANY LANE CLOSURES.
13. THE CONTRACTOR SHALL COOPERATE WITH LOCAL RESIDENTS IN GAINING ACCESS TO THEIR HOMES AND BUSINESSES DURING WORKING HOURS AND SHALL ASSIST AT ALL TIMES WHEN VEHICLES EXPERIENCE TROUBLE DUE TO CONSTRUCTION ACTIVITIES.
14. THE CONTRACTOR SHALL PUT FORTH EVERY REASONABLE EFFORT TO MINIMIZE DISRUPTION AND DISTURBANCE OF ADJACENT PROPERTIES. ACCESS BY PROPERTY OWNERS TO THEIR PROPERTY SHALL BE MAINTAINED AT ALL TIMES, AND ANY BARRICADING OF ACCESS MUST BE COORDINATED WITH THE AFFECTED PROPERTY OWNERS.
15. THE ROADWAY CONSTRUCTION SEQUENCE TO BE DETERMINED BY THE CONTRACTOR.
16. WHEN TRAFFIC SIGNS ARE LOCATED WITHIN THE AREA OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE COUNTY INSPECTOR FOR APPROVAL TO REMOVE, RE-SET, OR RELOCATE ANY SIGN. THE CONTRACTOR SHALL REINSTALL ANY DISTURBED MAILBOXES OR SIGNS PER APPROVAL BY THE ENGINEER.
17. IF WORK IS REQUIRED AFTER SUNSET, ALL ELEMENTS OF THE NIGHT REQUIREMENTS FOR TRAFFIC CONTROL THROUGH WORK ZONES AS SPECIFIED IN THE FDOT DESIGN STANDARDS SHALL BE IN PLACE PRIOR TO BEGINNING WORK.
18. AT THE DISCRETION OF THE COUNTY ENGINEER, IF LANE CLOSURE CAUSES EXTENDED CONGESTION, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANE UNTIL SUCH TIME AS THE TRAFFIC FLOW HAS RETURNED TO NORMAL.
19. CONTRACTOR SHALL INSTALL WARNING SIGNS IN AREAS WHERE THERE IS A PAVING LANE OR SHOULDER DROP-OFF CAUSED BY THE CONSTRUCTION ACTIVITY.
20. IN THE EVEN THAT LAW ENFORCEMENT IS REQUIRED FOR MAINTENANCE OF TRAFFIC, THE CONTRACTOR SHALL PAY ALL COSTS.
21. THE CONTRACTOR SHALL REMOVE OR COVER ANY EXISTING OR PROPOSED SIGNS OR PAVEMENT MARKINGS THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS, THE CONTRACTOR SHALL RESTORE THE SIGNS OR PAVEMENT MARKINGS TO THEIR ORIGINAL POSITION.
22. ALL LANES MUST BE REOPENED TO NORMAL TRAFFIC WITHIN 12 HOURS OF AN EVACUATION NOTICE FOR A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE COUNTY ENGINEER.
23. TRAFFIC CONTROL DEVICES REQUIRED BY FDOT STANDARD PLANS INDEX 102 SERIES AND THE MUTCD SHALL BE PROVIDED AS CONDITIONS WARRANT IN EACH CONSTRUCTION PHASE. COORDINATION OF TRAFFIC CONTROL DEVICES BETWEEN SUCCESSIVE WORK ZONE LOCATIONS OR ADJACENT CONTRACTORS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR WITH APPROVAL OF BAY COUNTY.
24. SEE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 102 (MAINTENANCE OF TRAFFIC) FOR ANY ADDITIONAL REQUIREMENTS.
25. PROVIDE A UNIFORMED TRAFFIC CONTROL OFFICER OR FLAGGER AT THE HIGHWAY-RAIL GRADE CROSSING TO PREVENT VEHICLES FROM STOPPING WITHIN THE HIGHWAY-RAIL GRADE CROSSING, EVEN IF AUTOMATIC TRAIN WARNING DEVICES ARE PRESENT.

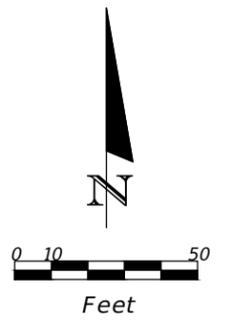


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 WGI, INC.
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 TALLAHASSEE, FL 32309
 (850) 210-0101

**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

TRAFFIC CONTROL PLAN

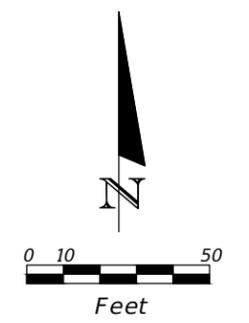
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CHECKED BY TR	DATE DRAWN 4/22/22	



US 98 (15TH STREET)

LEGEND

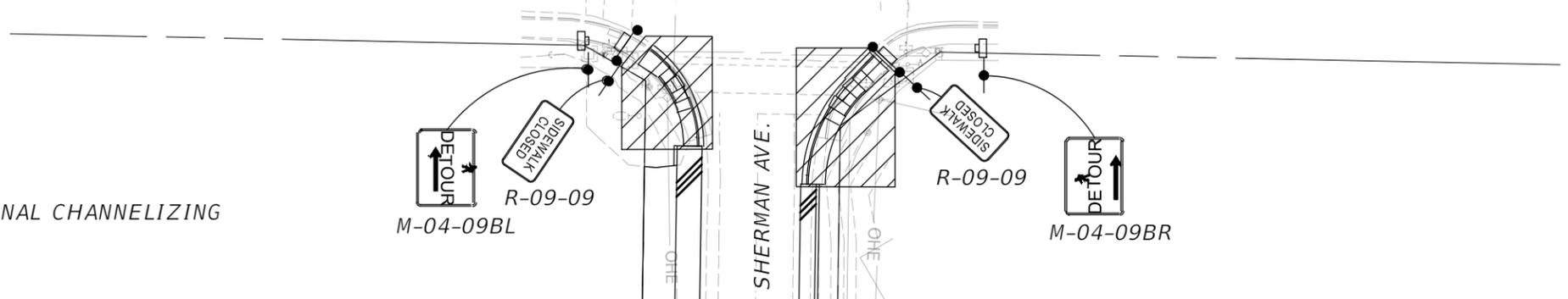
-  WORK ZONE
-  PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICE W/ SIGN (LCD)
-  WORK ZONE SIGN



US 98 (15TH STREET)

LEGEND

-  WORK ZONE
-  PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICE W/ SIGN (LCD)
-  WORK ZONE SIGN



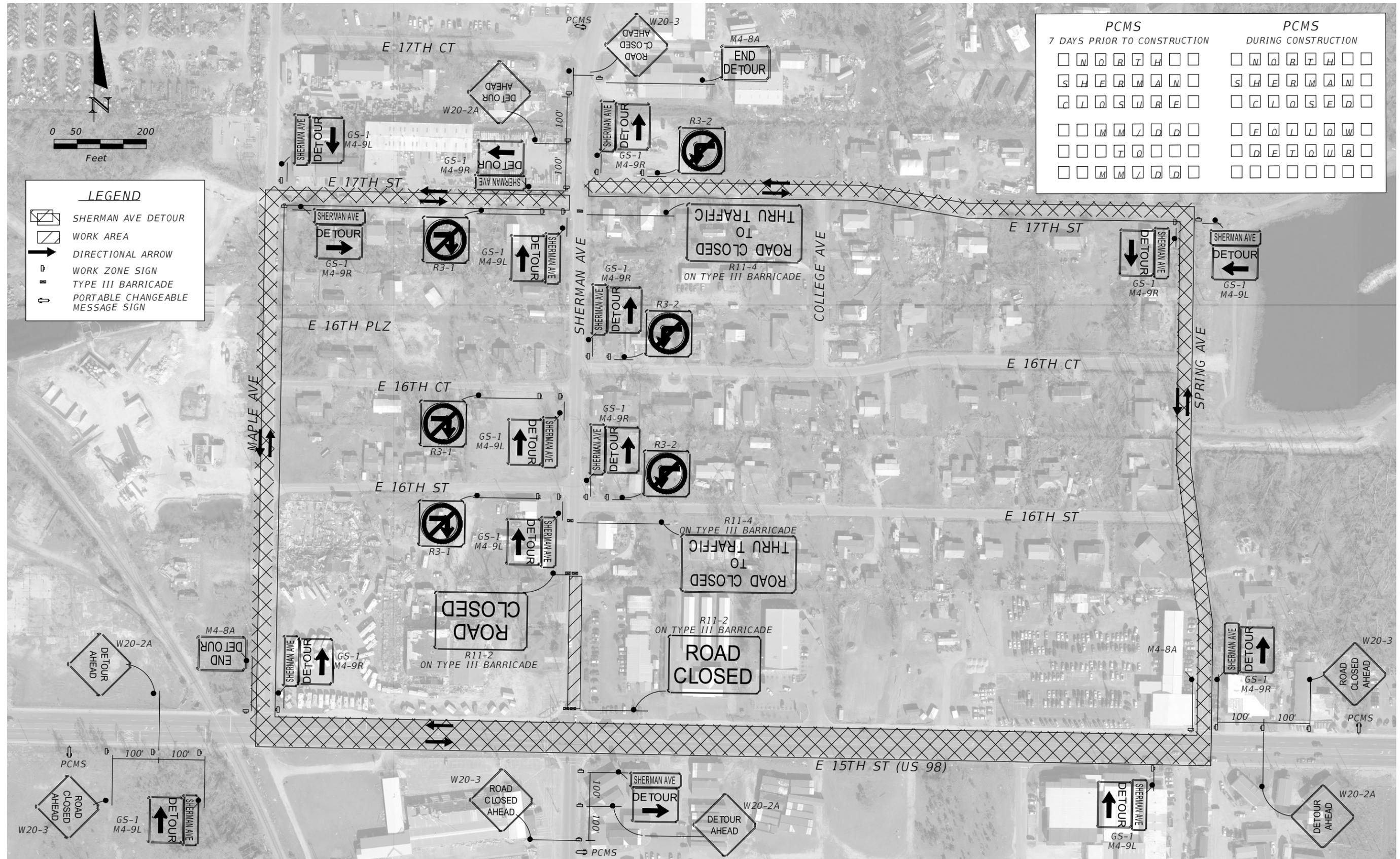
PEDESTRIAN DETOUR



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 (850)210-0101

**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

TRAFFIC CONTROL PLAN		
DESIGNED BY JH	DRAWN BY JH	SHEET NO. 95 of 122
CHECKED BY LS	DATE DRAWN 4/28/22	



PCMS										PCMS									
7 DAYS PRIOR TO CONSTRUCTION										DURING CONSTRUCTION									
W	O	R	T	H						W	O	R	T	H					
S	H	E	R	M	A	N				S	H	E	R	M	A	N			
C	L	O	S	U	R	E				C	L	O	S	E	D				

LEGEND

- SHERMAN AVE DETOUR
- WORK AREA
- DIRECTIONAL ARROW
- WORK ZONE SIGN
- TYPE III BARRICADE
- PORTABLE CHANGEABLE MESSAGE SIGN



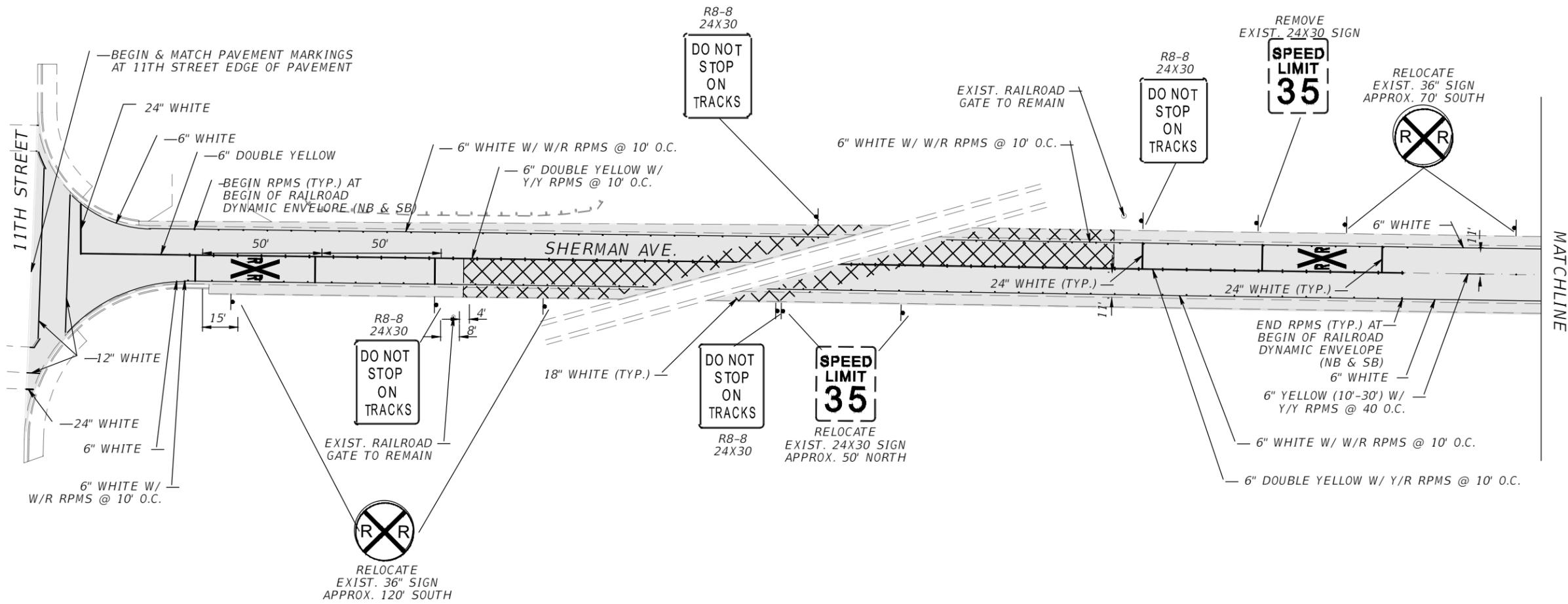
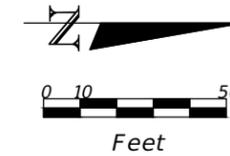
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**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

TRAFFIC CONTROL PLAN		
DESIGNED BY KM	DRAWN BY KM	SHEET NO. 96 of 122
CHECKED BY TR	DATE DRAWN 6/23/22	

NOTES:

1. FOR MORE INFORMATION ON RAILROAD CROSSING AT TWO-LANE ROADWAY, SEE FDOT DESIGN MANUAL CHAPTER 220 PAGE 7 AND FDOT STANDARD PLANS INDEX 711-001, SHEET 13.
2. FOR MORE INFORMATION ON SIGN PLACEMENT, SEE FDOT STANDARD PLANS INDEX 700-010-1.



LEGEND
 MILLING & RESURFACING

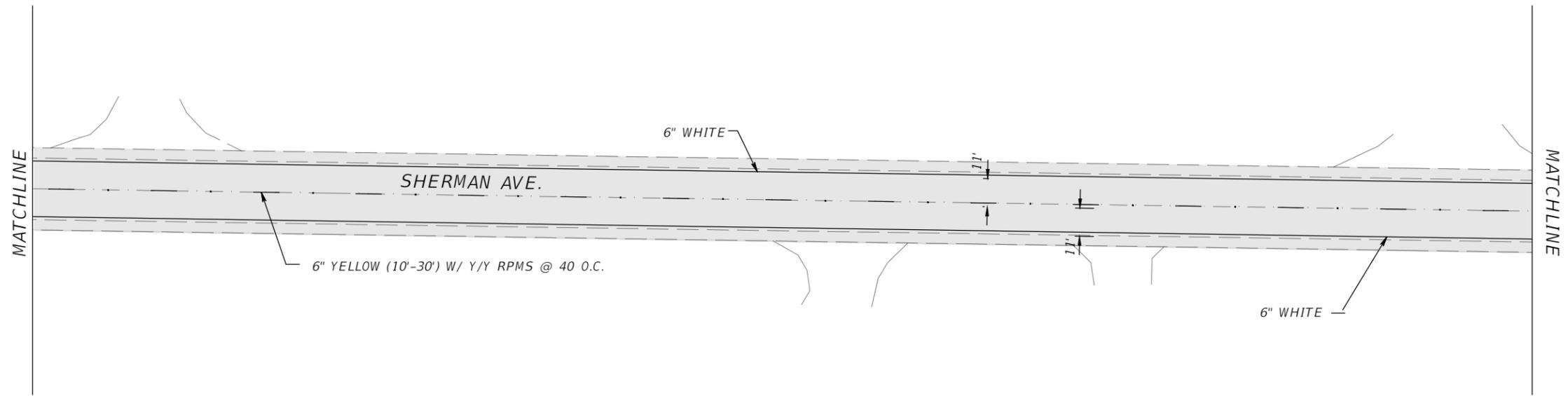
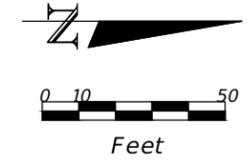


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**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

**SIGNING AND PAVEMENT
 MARKING PLAN**

DESIGNED BY KM	DRAWN BY KM	SHEET NO. 98 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	



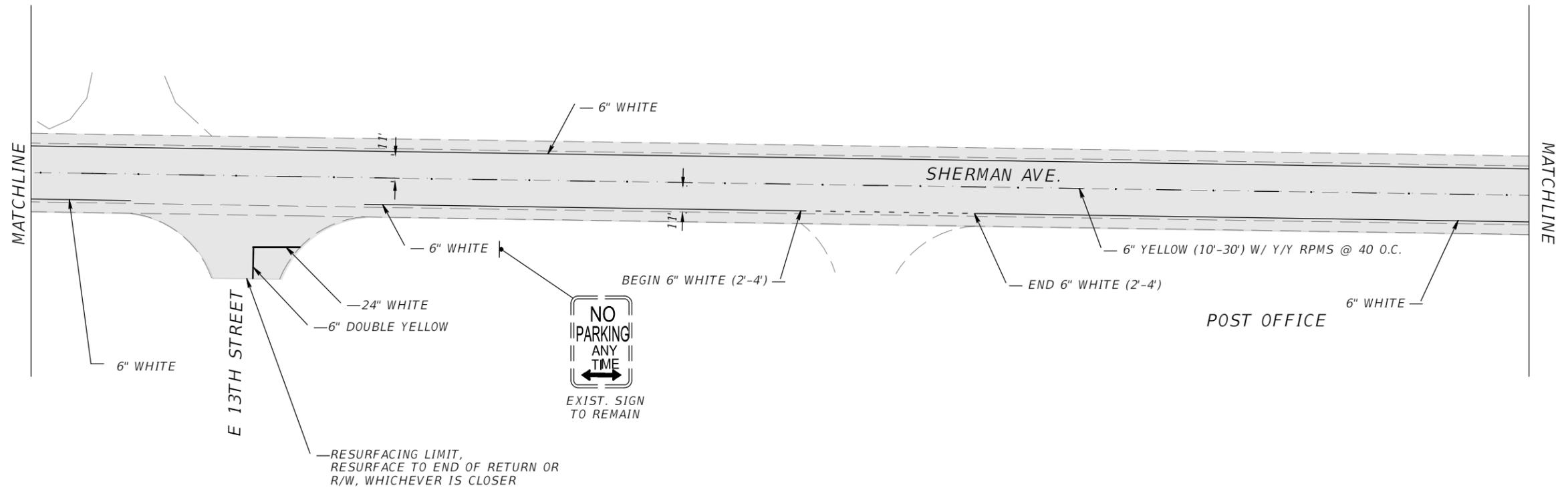
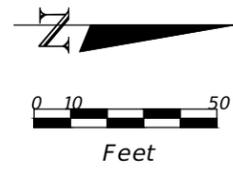
LEGEND
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**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

SIGNING AND PAVEMENT MARKING PLAN		
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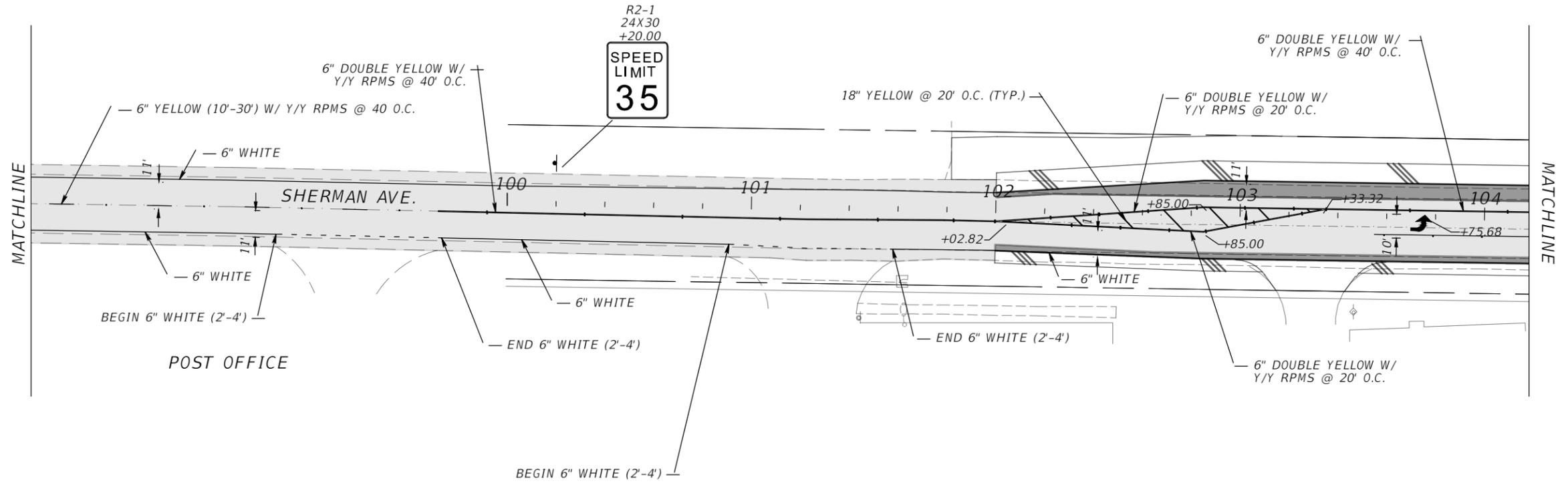
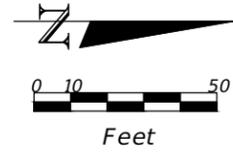
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**SHERMAN AVENUE
 FROM 11TH STREET
 TO 15TH STREET**

SIGNING AND PAVEMENT MARKING PLAN		
DESIGNED BY KM	DRAWN BY KM	SHEET NO. 100 of 122
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LEGEND

-  WIDENING
-  MILLING & RESURFACING

NOTE:
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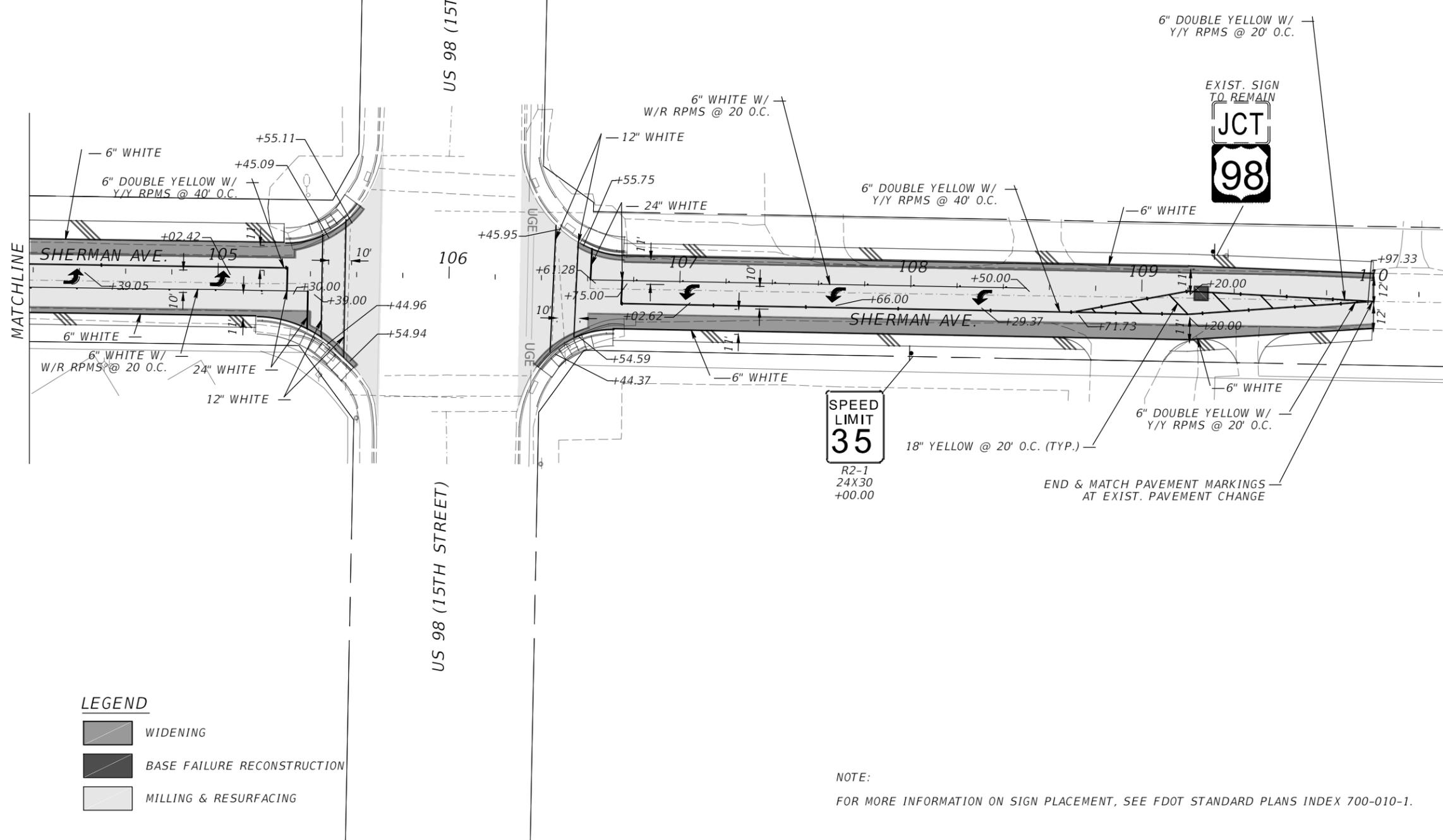
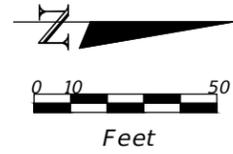


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**SHERMAN AVENUE
FROM 11TH STREET
TO 15TH STREET**

**SIGNING AND PAVEMENT
MARKING PLAN**

DESIGNED BY KM	DRAWN BY KM	SHEET NO. 101 of 122
CHECKED BY TR	DATE DRAWN 4/22/22	



LEGEND

	WIDENING
	BASE FAILURE RECONSTRUCTION
	MILLING & RESURFACING

SPEED LIMIT
35
R2-1
24X30
+00.00

END & MATCH PAVEMENT MARKINGS AT EXIST. PAVEMENT CHANGE

NOTE:
FOR MORE INFORMATION ON SIGN PLACEMENT, SEE FDOT STANDARD PLANS INDEX 700-010-1.



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**SHERMAN AVENUE
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TO 15TH STREET**

**SIGNING AND PAVEMENT
MARKING PLAN**

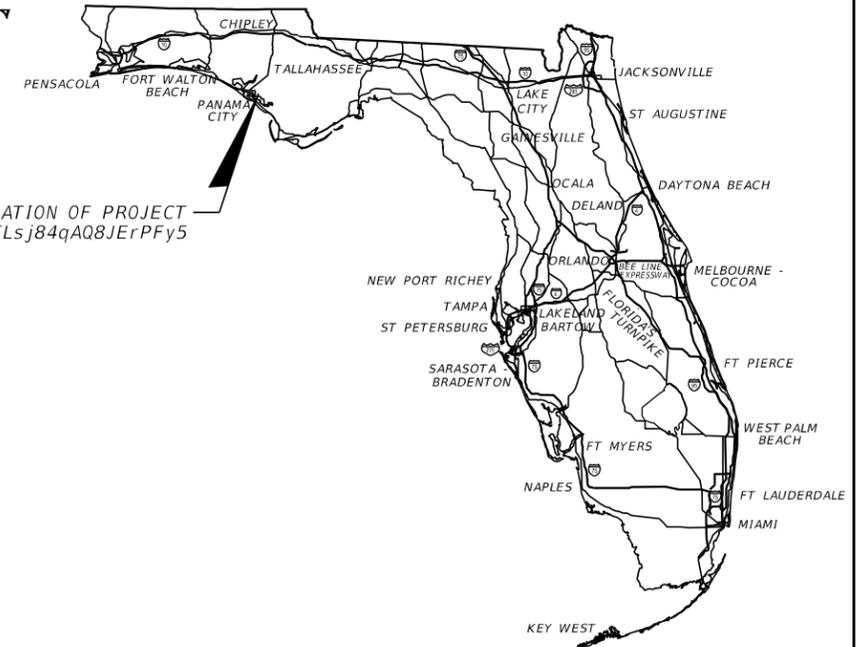
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**BAY COUNTY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

SIGNALIZATION PLANS

**SHERMAN AVENUE
FROM 11TH STREET TO 15TH STREET**



LOCATION OF PROJECT
<https://goo.gl/maps/TLsj84qAQ8JErPFy5>

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNALIZATION PLANS

INDEX OF SIGNALIZATION PLANS

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2	SIGNATURE SHEET
T-3	TABULATION OF QUANTITIES
T-4	GENERAL NOTES
T-5 - T-7	SIGNALIZATION PLANS
T-8	MAST ARM TABULATION

BOARD OF COUNTY COMMISSIONERS

TOMMY HAMM	VICE CHAIRMAN	DISTRICT 1
ROBERT CARROLL	CHAIRMAN	DISTRICT 2
WILLIAM T. DOZIER	COMMISSIONER	DISTRICT 3
DOUGLAS MOORE	COMMISSIONER	DISTRICT 4
PHILIP "GRIFF" GRIFFITTS	COMMISSIONER	DISTRICT 5

**SIGNALIZATION PLANS
ENGINEER OF RECORD:**

WILLIAM A. ROBERTS, P.E.
P.E. NO.: 82914
WGI, INC.
3111 W. MARTIN LUTHER KING JR. BLVD,
SUITE 375, TAMPA, FL 33607
(813) 574 - 3190
CONTRACT NO.:
VENDOR NO.: 65-0271367

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-2023 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

GOVERNING DESIGN STANDARDS:

Manual of Uniform Minimum Standards for Design, Construction and Maintenance (2018 Florida Greenbook) is available at the following website: <https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>

25-18 Sherman Ave From. 11th St. to 15th St.



WGI, INC.
3111 W. MARTIN LUTHER KING JR. BLVD.
SUITE 375
TAMPA, FL 33607
(813) 574-3190

**SHERMAN AVENUE
FROM 11TH STREET
TO 15TH STREET**

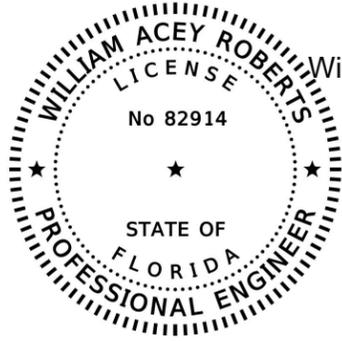
KEY SHEET

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DESIGNED BY JDO	DRAWN BY JDO	SHEET NO. 103 of 122
CHECKED BY WR	DATE DRAWN 4/22/22	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY



William A Roberts

Digitally signed by William A Roberts
DN: CN=William A Roberts,
o=Qualifer-A01410D0000017D7C04321F00002C71,
OU=Florida, CAUS
Reason: I am approving this document
Date: 2022.09.16 15:58:57-04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

WGI, INC.
3111 W. MARTIN LUTHER KING JR. BLVD
SUITE 375, TAMPA, FL 33607
WILLIAM A. ROBERTS, P.E. NO. 82914

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2	SIGNATURE SHEET
T-3	TABULATION OF QUANTITIES
T-4	GENERAL NOTES
T-5 - T-7	SIGNALIZATION PLANS
T-8	MAST ARM TABULATION

9/13/2022 11:16:17 AM Nik.Schoeman

25-18 Sherman Ave From. 11th St. to 15th St.



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TO 15TH STREET**

SIGNATURE SHEET

DESIGNED BY JDO	DRAWN BY JDO	SHEET NO. 104 of 122
CHECKED BY WR	DATE DRAWN 04/22/2022	

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS								TOTAL THIS SHEET		GRAND TOTAL	
			T-5		T-6						PLAN	FINAL	PLAN	FINAL
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL				
0650 1 18	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION STRAIGHT, 1 WAY	AS	2								2			2
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS	2								2			2
0660 1 110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA			1						1			1
0660 2 101	LOOP ASSEMBLY- F&I, TYPE A	AS			1						1			1
0660 4 41	VEHICLE DETECTION SYSTEM- VIDEO, F&I, CABINET EQUIPMENT	EA	1								1			1
0660 4 42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	4								4			4

9/14/2022 4:21:06 PM Nik.Schoeman

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**SHERMAN AVENUE
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TABULATION OF QUANTITIES

DESIGNED BY JDO	DRAWN BY JDO	SHEET NO. 105 of 122
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GENERAL NOTES:

- BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

JEREMIAH SLAYMAKER, P.S.M.
P.S.M. NO: LS6387
WGI, INC.
2316 KILLEARN CENTER BLVD, BLDG. C, SUITE 100,
TALLAHASSEE, FL 32309

- THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

UTILITY/AGENCY OWNERS: COMPANY	CONTACT	TELEPHONE NUMBERS
BAY COUNTY UTILITY SERVICES	BOBBY WARREN	850-872-4135
BAY COUNTY UTILITY SERVICES	JONAS SUGGS	850-248-5010
BAY COUNTY TRAFFIC ENGINEERING	BOB EDMUNDS	850-248-8750
KNOLOGY	BRAIN BECKOM	850-215-2111
CITY OF PANAMA CITY	ADRIEN LATORRE	850-872-3191 X2
FLORIDA POWER & LIGHT - PANAMA CITY EAST	USIC DISPATCH	800-778-9140
COMCAST	ANDREW SWEENEY	904-738-6898
AT&T	DINO FARRUGGIO	561-683-2729
UNITI FIBER	CHARLIE CROFT	251-214-7059
TECO PEOPLES GAS - PANAMA CITY	JOAN DOMMING	813-275-3783

- 14 DAYS PRIOR TO ANY WORK WITHIN BAY LINE RAILROAD RIGHT-OF-WAY, THE CONTRACTOR SHALL CONTACT THE RAILROAD TO COORDINATE ALL WORK, TIMES, AND DURATION.

BAY LINE RAILROAD CONTACT: DALE HANSHEW, 229-364-6259, dale.hanshew@gwrr.com

- THE CONTRACTOR SHALL PHYSICALLY EXAMINE THE PROJECT SITE AND INFORM HIMSELF FULLY IN REGARD TO ALL CONDITIONS PERTAINING TO THE PLACES WHERE THE WORK IS TO BE PERFORMED FOR THE PURPOSE OF DETERMINING HIS COST TO PERFORM THE WORK.
- CONTRACTOR MAY RETAIN UP TO 30% OF THE ASPHALT MILLINGS. ALL ADDITIONAL ASPHALT MILLINGS SHALL BE HAULED TO THE COUNTY YARD ON OLD MAJETTE ROAD. CONTACT THE ROADS & BRIDGES DIVISION (248-8810) FOR STOCK PILE LOCATIONS.
- ANY PUBLIC LAND CORNER MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE BAY COUNTY SURVEYOR'S OFFICE (248-8301) SHOULD BE NOTIFIED WITHOUT DELAY.
- UTILITIES ARE TO BE ADJUSTED BY THE APPROPRIATE UTILITY OWNER(S) AS NECESSARY. THE CONTRACTOR IS TO COORDINATE ADJUSTMENTS WITH UTILITY OWNER(S) AS NECESSARY.
- CLIP/REMOVE ANY TURF OVERGROWTH FROM EXIST. PAVEMENT SURFACE.
- TRAFFIC SIGNS AND MAILBOXES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
- ALL PAVEMENT MARKINGS PER FDOT STANDARD PLANS INDEX 711-001.
- ALL RAISED PAVEMENT MARKERS (RPMS) PER FDOT STANDARD PLANS INDEX 706-001.
- ALL VIBRATORY ROLLER COMPACTION EQUIPMENT UTILIZED SHALL BE OPERATED IN STATIC MODE ONLY.

UTILITY/AGENCY

BAY COUNTY UTILITY SERVICES
WASTEWATER
BOBBY WARREN
(850) 872-4135

BAY COUNTY UTILITY SERVICES
WATER
JONAS SUGGS
(850) 248-5010
BAY COUNTY WATER PLANT
(850) 872-4298

BAY COUNTY TRAFFIC ENGINEERING
FIBER, TRAFFIC CONTROL
BOB EDMUNDS
(850) 248-8750
RIQUI LYON
(850) 784-4084

KNOLOGY
CABLE
BRIAN BECKOM
(850) 215-2111

BAY COUNTY UTILITY SERVICES
SEWER, WATER
JONAS SUGGS
(850) 248-5010
BAY COUNTY WATER PLANT
(850) 872-4298

CITY OF PANAMA CITY
SEWER, WATER
ADRIEN LATORRE
(850) 872-3191
NIKKI CHAPPLE
(850) 872-3191

FLORIDA POWER & LIGHT - PANAMA CITY EAST
ELECTRIC
USIC DISPATCH CENTER
(800) 778-9140

COMCAST COMMUNICATIONS/LK CNTY CBLV
CATV
ANDREW SWEENEY
(904) 738-6898
HFC HELP DESK
(855) 962 8525

AT&T/DISTRIBUTION
TELEPHONE
DINO FARRUGGIO
(561) 683-2729

UNITI FIBER LLC
FIBER
CHARLIE CROFT
(251) 214-7059
NOC UNITI FIBER
(877) 652-2321

TECO PEOPLE GAS-NATURAL GAS PANAMA CITY
JOAN DOMMING
(813) 275-3783
TECO PEOPLE GAS CUSTOMER SERVICE
(877) 832-6747

9/12/2022 1:12:29 PM Nik.Schoeman

25-18 Sherman Ave From. 11th St. to 15th St.



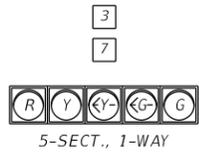
WGI, INC.
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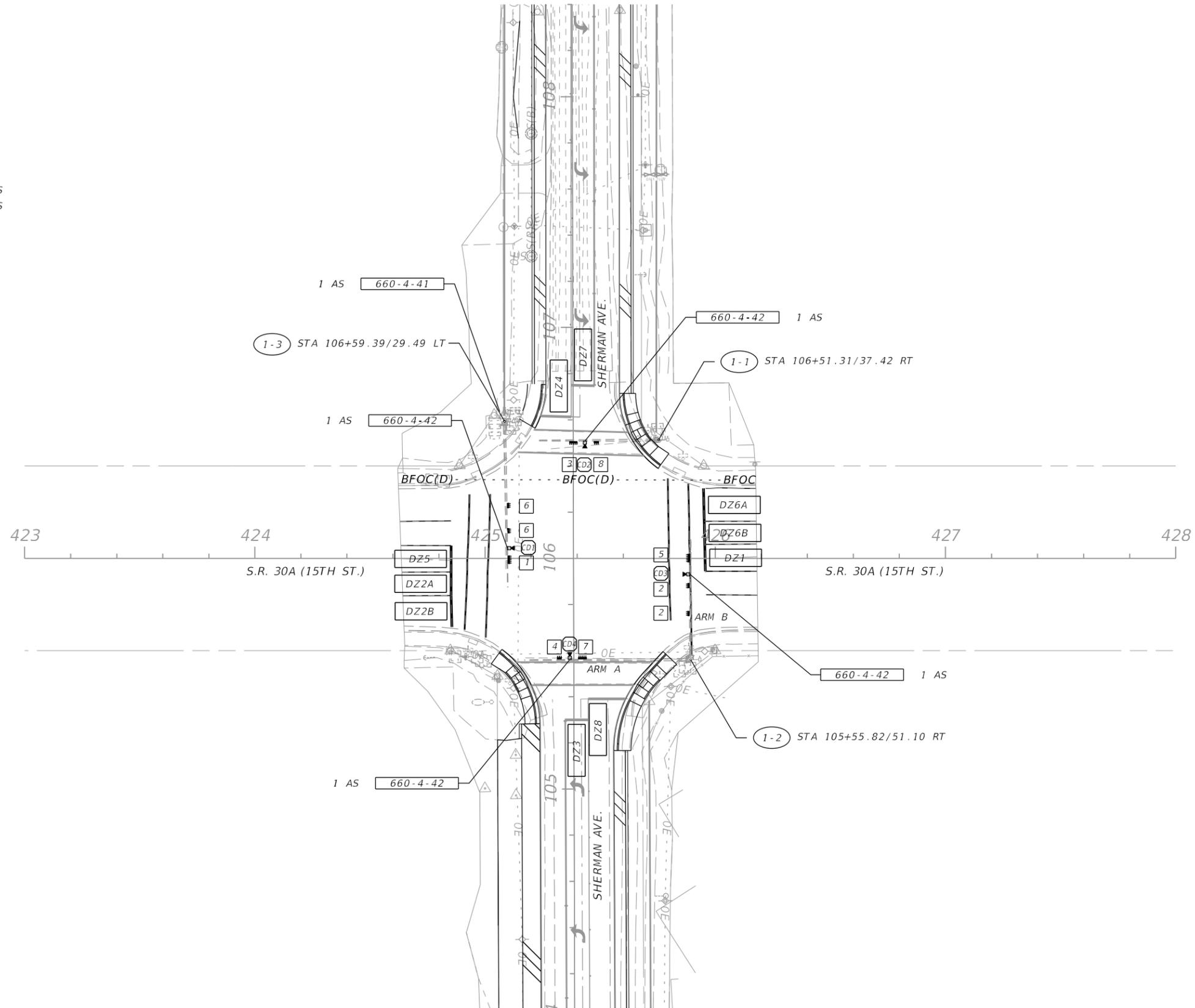
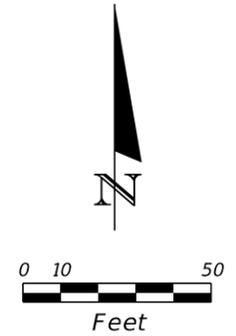
GENERAL NOTES

DESIGNED BY JDO	DRAWN BY JDO	SHEET NO. 106 of 122
CHECKED BY WR	DATE DRAWN 04/22/2022	

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650-1-60 2 AS



9/14/2022 11:10:52 AM Nik.Schoeman

SIGNAL LOCATION NO.1
SHERMAN AVE. & SR 30A (15TH ST.)
SIGNAL ID NO.

25-18 Sherman Ave From. 11th St. to 15th St.



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**SHERMAN AVENUE
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SIGNALIZATION PLANS (1)

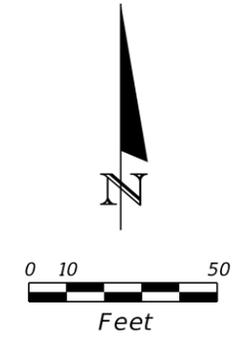
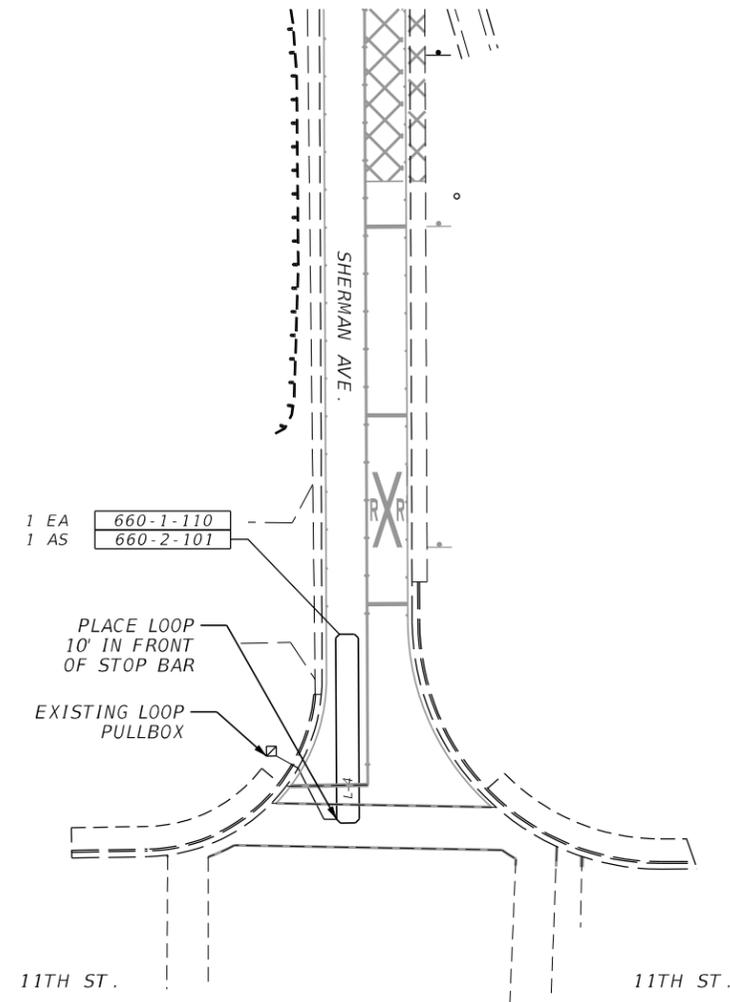
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9/15/2022 3:49:50 PM Nix,Schoeman

SHERMAN AVE. & 11TH ST.

25-18 Sherman Ave From. 11th St. to 15th St.



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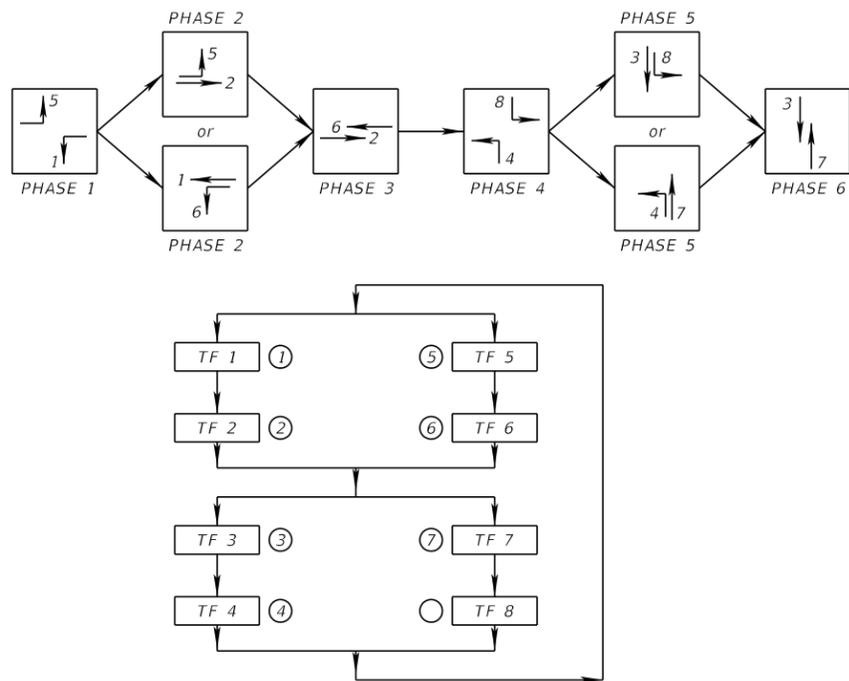
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SIGNALIZATION PLANS (2)

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S.O.P. 10



CONTROLLER TIMINGS								
TIMING FUNCTION								
MOVEMENT NUMBER	1	2	3	4	5	6	7	8
MINIMUM GREEN	7	20	7	7	7	20	7	7
EXTENSION	3	3	3	3	3	3	3	3
MAXIMUM GREEN 1	30	60	30	30	30	60	30	30
MAXIMUM GREEN 2								
YELLOW CLEARANCE	4.8	4.8	4	4	4.8	4.8	4	4
ALL RED	4.3	2.0	4.1	2.0	4.3	2.0	4.1	2.0
PEDESTRIAN WALK		7		7		7		7
PED. CLEARANCE		15		20		15		20
RECALL								

VIDEO VEHICLE DETECTION ASSIGNMENTS			
CAMERA DETECTOR	DETECTION ZONE	CONNECT TO MOVEMENT	DELAY TIME (SECS.)
CD1	DZ1	1	
	DZ6A	6	
	DZ6B	6	
CD2	DZ3	3	
	DZ8	8	
CD3	DZ2A	2	
	DZ2B	2	
	DZ5	5	
CD4	DZ4	4	
	DZ7	7	

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**SHERMAN AVENUE
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 TO 15TH STREET**

SIGNALIZATION PLANS (3)

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**EXHIBIT 4
CONTRACTOR'S RESPONSE TO ITB 25-18**

(To be inserted upon award)

**EXHIBIT 5
BAY COUNTY
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, Contractors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, Contractors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, Contractor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability of the Insurance Services Office with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least **\$1,000,000 per occurrence and \$5,000,000 annual general aggregate**, inclusive of amounts provided by an umbrella or excess policy, for the services to be rendered in accordance with this Agreement.

The Contractor shall purchase and maintain Commercial Automobile Liability Insurance with limits of at least **\$1,000,000 per occurrence**.

Additionally, the Contractor and subcontractor/consultant/sub-consultant shall cause Bay County Board of Commissioners and FDOT to be an additional insured party on the policies, and shall provide Bay County Board of Commissioners and FDOT certificates of insurance documenting that the required insurance coverage is in place and in effect. **When the contract involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with FDOT and the County as an additional insured on the Commercial General Liability policy/ies.**

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent Contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County and FDOT shall be notified in writing within 10 days of any cancellation, notice of cancellation, renewal or proposed change to any policy or coverage described herein. The Certificate Holders are to be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401, and Fl. Department of Transportation (FDOT), 1074 US 90, Chipley, Florida 32428. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to these addresses. Each Certificate will address the service being rendered to the County and FDOT by the Contractor. **The County and FDOT shall be named as an Additional Insured, Primary and Non-Contributory for General Liability with Waiver of subrogation included with respects to General Liability. When the contract involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with FDOT as an additional insured on the Commercial General Liability policy/ies.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of _____ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Property Coverage for Leases

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit (or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

Liquor Liability

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all Contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Vendor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Vendor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for Contractor equipment.

Fidelity/Dishonesty/Liability Coverage – Third Party

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

- Fidelity/Dishonesty Coverage for Employer (Contractor)**
Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.
- Fidelity/Dishonesty/Liability Coverage for County**
Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.
- Electronic Data Liability Insurance**
The Other Party shall purchase Electronic Data Liability with limits of
- Garage Liability Coverage**
Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.
- Garage Keepers Coverage (Legal Liability Form)**
Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.
- Damage to Premises Rented/Leased to you- (Legal Liability Form)**
Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.
- Watercraft Liability Coverage**
Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.
Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.
- Aircraft Liability Coverage**
Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.
The minimum limits of coverage shall be _____ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

Pollution Legal Liability Coverage
Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

United States Longshoremen and Harbor workers Act Coverage
The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage
The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

**EXHIBIT 6
PUBLIC CONSTRUCTION BOND**

Bond No. _____ (enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to the Bay County Board of County Commissioner, Bay County, FL, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

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

DATED ON _____, _____

(Name of Principal)

By (As Attorney in Fact)

(Name of Surety)

**NOTICE OF CONTEST OF CLAIM
AGAINST PAYMENT BOND**

To: (Name and address of claimant)

You are notified that the undersigned contests your notice of nonpayment, dated _____, _____, and served on the undersigned on _____, _____, and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

Contractor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

The undersigned, in consideration of the sum of \$ _____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to (insert the name of Contractor) on the job of Bay County Board of County Commissioners, for improvements to the following described project:

_____ (Project Name)

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

Contractor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

The undersigned, in consideration of the final payment in the amount of \$_____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to (insert the name of Contractor) on the job of Bay County Board of County Commissioners for improvements to the following described project:

_____ (Project Name)

Contractor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____