

Contract No.:



**U S DEPARTMENT OF TRANSPORTATION**

**FEDERAL HIGHWAY ADMINISTRATION**

**EASTERN FEDERAL LANDS HIGHWAY DIVISION**

**FLORIDA PANTHER NATIONAL  
WILDLIFE REFUGE**

**PROJECT: FWS – FLP 10(1)**

**SOLICITATION**

**IFB NO.: DTFH71-08-B-00018**

**This Contract Cites  
Standard Specifications FP-03  
U.S. Customary Units**

**CONTRACTOR:  
ADDRESS:**

**STATE:**

FLORIDA

**COUNTY:**

COLLIER

**PARK / REFUGE / NF:**

FLORIDA PANTHER NATIONAL WILDLIFE REFUGE

**ROADWAYS:****STATIONS****FEET**

I-75

105+18 to 129+80

2,462

I-75 Access Road

10+25 to 15+81

556

**PROJECT LENGTH TOTAL:****3,018****TYPE OF IMPROVEMENT:**

Shoulder widening along I-75 for acceleration/deceleration into refuge access.

Construction of a new 2-way single lane access road (not for public use) off of I-75.

A new permanent refuge staging area.

A new bridge linking the new access road with an existing refuge road.

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## FEDERAL ACQUISITION REGULATION & TRANSPORTATION ACQUISITION REGULATION SOLICITATION PROVISIONS & CONTRACT CLAUSES

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## SPECIFICATIONS

Special Contract Requirements	J-1 through J-26
Permits Obtained for this Project	25 Pages
Plans	60 Pages
Soils Report	81 Pages

**\*BOLD FACED ITEMS ARE TO BE INCLUDED WITH THE BID SUBMITTAL PACKAGE**

## **NOTICE TO BIDDERS**

### **CONTRACT FORMAT:**

Offerors should note that the format of this contract is in accordance with Federal Acquisition Regulations (FAR), promulgated by the General Services Administration (GSA), effective April 1, 1984, including all applicable revisions. Applicable FAR provisions and clauses are incorporated in this contract by reference or full text as indicated in the INDEX before the D-page in this booklet. FAR provisions and clauses incorporated by reference can be accessed on the Internet on the GSA website at [www.arnet.gov/far/](http://www.arnet.gov/far/). Offerors are encouraged to review the documents thoroughly before bidding.

### **PROPOSAL BOOKLET AND OFFER SUBMITTAL:**

It is the responsibility of the Offeror to verify that this proposal is complete as listed in the Table of Contents. The Offeror is responsible for submitting all required forms and documents with the offer. Offerors should use the Checklist for Bid Submittal included in this booklet to check that their bids are complete. **New Questionnaire Form on Calendar Days with required signature.**

### **CONSTRUCTION CONTRACTS:**

As stated in FAR Clause 52.236-1, the **Contractor shall perform on the site, and with its own organization, work equivalent to at least 50%**. Additional guidance is given in FAR Subpart 35.005 where the majority of the project work is complex and specialized such as restoration work, bridge painting, and proprietary construction techniques (i.e. proprietary Cintec arch strengthening.) There are exceptions and they will be reviewed on a case-by-case basis.

### **HAZARDOUS MATERIALS IDENTIFICATION AND MATERIAL SAFETY DATA:**

As required by FAR Clause 52.223-3, Hazardous Materials Identification and Safety Data, the apparent low Offeror must submit prior to award a Material Safety Data Sheet (MSDS's) for all hazardous materials that the Offeror identifies in paragraph (b) of this clause in the D-pages of this booklet. Failure to submit MSDS's may render the Offeror ineligible for award of contract. The apparent low Offeror should submit their MSDS's within two weeks after bid opening.

### **ATTENTION LARGE BUSINESSES - UTILIZATION OF SMALL BUSINESS CONCERNS:**

Large business Offerors should note their responsibilities in the awarding of subcontracts in accordance with FAR Clause 52.219-8, Utilization of Small Business Concerns. The offeror, if a large business concern, should note its responsibility to establish and conduct a Subcontracting Plan in accordance with FAR Clause 52.219-9, Alternate I, Small Business Subcontracting Plan. If the apparent Low Offeror is a LARGE BUSINESS it will be required to submit a Subcontracting Plan within 2 weeks of receipt of request from the Contracting Officer. If the apparent low offeror fails to submit a subcontracting plan acceptable to the Contracting Officer within the allowable time, the offeror may be ineligible for award of the contract. PLEASE NOTE: A sample plan is included in this solicitation package for your use.

**FINANCING ASSISTANCE:** Minority, Women-owned, and Disadvantaged Business Enterprises (DBE's). The Department of Transportation (DOT) offers working capital financing assistance for transportation related contracts. DOT's Short-Term Lending Program (STLP) offers lines of credit to finance accounts receivable. Maximum line of credit is \$750,000 with interest at the prime rate. For further information, call (800) 532-1169. Internet address: <http://osdbuweb.dot.gov>.

**INTERNET BASED DATA BASES - REQUIRED INPUT:** According to the FAR Subpart 4.1102 contractors **MUST** be registered in Central Contractor Registration (CCR) **prior** to the award of any contract. Access the following web site to register: [www.ccr.gov](http://www.ccr.gov)

According to the FAR Subpart 4.1201 contractors **MUST** complete their Online Annual

Representations and Certifications Application (ORCA) **prior** to the closing date of the bid on line at <http://orca.bpn.gov/>.

According to the FAR Subpart 22.1302 (b) contractors and sub-contractors **MUST** complete the required Annual Vets-100 Form in order to be eligible for a contract award. It can be completed on-line at <http://vets100.cudenver.edu/>.

## **NOTICE TO BIDDERS - (CONT'D.)**

**This should be completed before submitting a bid package.**

### **PAYMENT:**

Offerors are advised to review the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP), subsection 109.05, concerning **direct** and **indirect** payment included under a pay item in the bid schedule.

### **PROGRESS PAYMENTS:**

ALL payments will be made via Electronic Funds Transfer (EFT) as such; the payment information in the CCR must be accurate in order for contractors' invoices to be considered proper invoices for the purpose of prompt payment under DOT contracts. Contractors must input and maintain (update as necessary) their EFT information in the CCR database. Offerors are advised that under FAR Clause 52.232-5, Payments Under Fixed Price Construction Contracts, upon request, progress payments will include premiums paid by the Contractor to obtain performance and payment bonds as required under this contract. These payments shall not be made in addition to the contract price. As specified in the FP, "Section 151 - MOBILIZATION", payments for performance and payment bond premiums shall be included in mobilization.

### **WELFARE-TO-WORK INITIATIVE:**

The President's Welfare Reform Bill was initiated to assist welfare recipients and hopefully aid welfare recipients to find gainful employment. In support of this bill, Contractors are encouraged to hire welfare recipients whenever possible and to use welfare recipients in performance of duties on Government contracts.

### **INCREASING SEAT BELT USE IN THE UNITED STATES:**

The President's Executive Order 13043 dated April 16, 1997, was issued to increase the use of seat belts in the United States. In support of this Order, contractors and subcontractors are encouraged to adopt and enforce on-the-job seat belt policies for their employees when operating company-owned, rented, or personally owned vehicles.

### **OBTAINING BID DOCUMENTS:**

Bid documents **will not be** mailed. All bid documents are available for direct download from the Federal Business Opportunities (FBO) website:

[http://www.fbo.gov/spg/DOT/FHWA/71/postdatePrevDays\\_1.html](http://www.fbo.gov/spg/DOT/FHWA/71/postdatePrevDays_1.html)

or the Eastern Federal Lands Highway Division website:

<http://www.efl.fhwa.dot.gov/contracting/Documents.aspx>

Contractors are encouraged to register on the FBO website (for this specific project) in order to receive Email Notifications automatically when a document is added or updated for this specific project. All questions about this construction project must be emailed to the following address:

[eflhd.contracts@fhwa.dot.gov](mailto:eflhd.contracts@fhwa.dot.gov).

**THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MONITORING THE WEB PAGES NOTED ABOVE FOR ALL CHANGES TO THE SOLICITATION AND ACTING ON SAID CHANGES.**

**PLEASE NOTE: for security reasons, individuals requiring access to all government buildings must present a valid photo ID and be escorted to their destination by a Government employee. All visitors attending bid openings are urged to arrive at least 1 hour prior to schedule bid opening. All visitors must register with the receptionist in Room 100. A Government employee will collect all bids. Prior to bid opening, a Government employee will escort all bidders to the bid opening. Unescorted visitors will be denied entry and no exceptions will be made.**

## CHECKLIST FOR BID SUBMISSION

The following is a checklist of items included in the proposal/bid package that are required to be completed and returned (or filled in on-line) to the address in Block 8 of the Standard Form 1442, Solicitation, Offer, and Award (page A-1). This checklist is for informational purposes only and is not required to be filled out by the bidder. **Failure to submit a complete bid may be cause to reject your bid.**

### 1. Bid Envelope:

- a. Addressed as shown in Block 8 of Page A-1
- b. In lower left corner, indicate Solicitation No., Project Name & Number, time for Receipt of Offers and send to Room 105.

### 2. Standard Form 1442: Solicitation, Offer and Award (Pages A-1 and A-2)

- a. Block 14: Name and Address of Bidder.
- b. Block 15: Telephone Number of Bidder.
- c. Block 16: Remittance Address if different from Block 14.
- d. Block 19: **All** Amendments Acknowledged, with dates of Amendments.
- e. Block 20: Bid is signed and dated.

### 3. Bid Schedule - (Pages B-1 through B-5)

- a. Unit bid price and bid amount provided for each pay item in numbers.
- b. Corrections initialed.
- c. Price Evaluation eligibility is indicated on the Bid Summary page.

### 4. Standard Form 24, Bid Bond (Pages C-1 through C-2) (Required if bid guarantee is bid bond)

- a. Date executed
- b. Legal name and address of bidder.
- c. Type of organization.
- d. State of incorporation (if applicable).
- e. Name and business address of Treasury approved surety.
- f. Penal sum of bond (not less than 20% of bid total).
- g. Bid identification.
- h. Signature of Bidder
- i. Seal, if corporation
- j. Signature of Surety
- k. Seal, if corporation

***BIDS RECEIVED WITHOUT A VALID BID BOND WILL BE REJECTED.***

### 5. Power of Attorney.

- a. Dated on or before execution date of bond
- b. Power has original signature of surety, or is embossed with surety's seal in the certification section

***BIDS RECEIVED WITHOUT A VALID POWER OF ATTORNEY WILL BE REJECTED.***

## CHECKLIST FOR BID SUBMISSION

**6. Fill In's.** The following full text Clauses and/or Provision numbers shall be checked or filled in and return with the bid package:

- a. 52.219-4 – HubZone ONLY - See Section F, Clause 52-219-4, paragraph "C", check block if wavier is applicable.

**7. Bidder's Qualifications form (provided separately as part of the Bid Documents Package).** Form completed, signed and submitted with bid

**8. Bidder's Questionnaire on Calendar Days signature required (if not completed bid shall be found non-responsive).**

**9. Sub-Contracting Plan - Large Businesses Only:** Submittal with the bid is not mandatory, **but it is encouraged**, as it will speed up the award process should your firm be the apparent low bid.

***THE FOLLOWING THREE ITEMS ARE NOT TO BE SUBMITTED WITH THE BID; BUT FAILURE TO COMPLETE THE REQUIREMENTS WILL BE CAUSE TO REJECT THE BID.***

**10. Central Contractor Registration (CCR):** The Contractor is currently registered in the Internet-Based CCR database at <http://www.ccr.gov>.

**11. Online Representations and Certifications Application (ORCA):** The Contractor's Representations and Certifications have been input online via the Internet-Based ORCA electronic database at <http://orca.bpn.gov>.

**12. Vets100 Reporting:** The Contractor has completed the annual Internet-Based reporting requirement online at <http://vets100>.

***NOTE: THE CONTRACTOR IS FULLY RESPONSIBLE TO VERIFY THAT ALL DATA IN THE THREE DATABASES IS CORRECT EACH TIME A BID PACKAGE IS SUBMITTED. FAILURE PROPERLY INPUT AND/OR UPDATE YOUR DATA MAY CAUSE THE BID TO BE REJECTED.***

**Bidders Qualification questionnaire regarding the preparation of the bid for time:**

- 1) Does the bid for time include the impact of normal weather conditions on the work of the Contract?
- 2) Does the bid for time include the impact of the terms of the Contract Specifications regarding work restrictions - including all identified delays, suspensions, and shut-downs?
- 3) Does the bid for time include sufficient time to allow that all contract work can be completed within contract time without the imposition of liquidated damages?
- 4) Does the bid for time include time for the review and approval process for all submittals required by the Contract?
- 5) Does the bid for time include time for the review and approval process for required drawings submitted under Subsection 104.03 of the Specifications?
- 6) Does the bid for time include the lead time required for the procurement, manufacture, and delivery of materials that are to be incorporated into the Contract work?
- 7) Does the bid for time include sufficient time to accommodate the fact that the date of Notice to Proceed is conditional upon the Government awarding the contract up to 60 days after the bid opening?
- 8) Does the bid for time include the 14 days after the award of the Contract that the Contractor has to provide Performance and Payment bonds?
- 9) Does the bid for time include sufficient time to accommodate the fact that the Contracting Officer has up to 30 days after receipt of acceptable Performance and Payment bonds to issue the Notice to Proceed?

I hereby certify that the answer to each and every one of the questions listed above is yes.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Note: If the questionnaire is not signed the bid shall be found non-responsive and rejected.**

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. Solicitation No. <b>DTFH71-08-B-00018</b>	2. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid ( <i>IFB</i> ) <input type="checkbox"/> Negotiated ( <i>RFP</i> )	3. Date Issued <b>06/25/08</b>	Page of Pages 1 OF 4
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. Contract No.	5. Requisition/Purchase Request No.	6. Project No. <b>FWS-FLP 10(1)</b>
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7. Issued By: <b>Federal Highway Administration Eastern Federal Lands Highway Division Loudoun Tech Center, Room 105 21400 Ridgetop Circle Sterling, Virginia 20166-6511</b>	CODE: N/A:	8. Address Offer To:  <b>See Block 7</b>
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9. FOR INFORMATION See Blocks 9A & 9B	A. Name: <b>Peggy Schaad</b>	B. Telephone No. (Include area code) (NO COLLECT CALLS) Email All Questions/Inquiries To: <b>eflhd.contracts@fhwa.dot.gov</b>
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**SOLICITATION**

See Continuation of SF 1442

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"**

10. The Government requires performance of the work described in these documents (title, identifying no., date): This Invitation for Bids is for the Florida Panther National Wildlife Refuge, located in Collier County, Florida in strict accordance with the Solicitation/Contract instructions, notices, clauses, provisions, \*items listed below, and for the quantities of work actually performed at the unit prices as bid in the Bid Schedule, including all applicable Federal, State, and local taxes.

- \* FP - Standard Specification for Construction of Roads & Bridges on Federal Highway Projects.
- \* Bid Schedule, Section B - pages B-1 through B-5.
- \* Special Contract Requirements, Section J - pages J-1 through J-26.
- \* Plans (Drawings), Sheets 1 through 60.
- \* Soil and Foundation, Sheets 1 through 81.
- \* Permits, Pages 1 through 25

11. The Contractor shall begin performance within **10** calendar days and complete it within     calendar days after receiving  
 Award,  Notice to Proceed. This performance period is  mandatory,  negotiable. (See \*Continuation Sheet)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO SEE SUBSECTION 102.06 OF FP.	12B. CALENDAR DAYS Within <b>14</b> calendar days after Notice of Award
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Offers in original and **0** copies to perform the work required are due at the place specified in Item 8 by **2:00 PM** local time **07/30/08**. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee  **is**,  is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than **60** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. Name and Address of Offeror (Include ZIP code)	15. Telephone No. (Include area code)
	16. Remittance Address (Include only if different than Item 14)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation if this offer is accepted by the Government in writing within \_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

**AMOUNTS ~~See~~ See Bid Schedule - Section "B" Pages**

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS  
*(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)*

AMENDMENT NO.								
DATE								

20a. Name and title of person authorized to sign offer (Type or print)	20B. Signature	20C. Offer Date
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**AWARD (To be completed by Government)**

21. Items Accepted:

22. Amount	23. Accounting and appropriation data
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM <b>See Block 26</b>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 15 USC 637(a) ) <input type="checkbox"/> 41 USC 253(c) ( )
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26. ADMINISTERED BY Federal Highway Administration Eastern Federal Lands Highway Division 21400 Ridgetop Circle Sterling, Virginia 20166-6511	27. PAYMENT WILL BE MADE BY: Federal Highway Administration Eastern Federal Lands Highway Division Finance Division, Room 357 21400 Ridgetop Circle Sterling, Virginia 20166-6511
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. Name and Title of Contractor or Person Authorized to Sign (Type or print)	31a. Name of Contracting Officer (Type or print)
30b. Signature	31b. United States of America BY
30C. Date	31C. Date

## CONTINUATION OF SF 1442

### Block 2:

This project is **UN-RESTRICTED** - Bids will be accepted from **ALL** eligible business concerns.

This procurement is made pursuant to Public Law 100-656 Title VII, which established the Small Business Competitiveness Demonstration Program. This procurement falls under North American Industry Classification System (NAICS) code 237310 - Highway, Street, and Bridge Construction (see FAR Subpart 19.10)

The award of this project is subject to a 10% price evaluation preference for eligible HubZone Small Business Concerns (must be on the SBA listing) (see FAR Clause 52.219-4).

Facsimile and electronic bids will not be accepted.

#### PHYSICAL DATA AVAILABLE FOR REVIEW

1. Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 Edition, published by the Federal Highway Administration. <http://mutcd.fhwa.dot.gov>.
2. National Park Service Sign Manual, revised - January 1988, United States Department of the Interior. <http://www.nps.gov/npsigns>.
3. Soils and Foundation Report

### Block 9:

In accordance with FAR Provision 52.236-27, Site Visit, a Government representative can be available to show the project to prospective bidders. **All requests** for site visits see Section E of the solicitation and e-mail all questions concerning this construction project to the following e-mail address [eflhd.contracts@fhwa.dot.gov](mailto:eflhd.contracts@fhwa.dot.gov). Interested parties must provide the Solicitation Number and the relevant project name with all requests and questions.

### \*Block 11:

The maximum time for completion of the contract is \* **191** calendar days.

Construction operations are limited as follows:

No work shall be permitted on weekends or holidays. Lane closures on I-75 are allowed between 10:00 PM and 6:00 AM only. All construction equipment and traffic control devices must be off the travel lanes outside of those hours. Equipment mobilization/demobilization and material hauling operations through the old entrance must be done under a one-lane I-75 closure between 10:00 PM and 6:00 AM. Do not use I-75 median cross-overs. Utilize established I-75 access/exit overpasses only.

The completion time for the contract will be the time offered by the successful bidder, **not to exceed** the maximum time above.

Notice to Proceed, or date specified in the Notice to Proceed will be issued within 30 days

# CONTINUATION OF SF 1442

following receipt of acceptable performance and payment bonds.

## Block 12A:

Furnish performance and payment bonds in accordance with FAR Clause 52.228-15.

## Block 13:

A bid guarantee in the amount of not less than 20 percent of the bid price or \$3 million, whichever is less, is required with this bid. If the bidder fails to provide the required bid guarantee, such failure may require rejection of the bid. Reference FAR Provision 52.228-1, Bid Guarantee.

## Other:

The estimated price is expected to fall within the price range of **\$500,000 to \$1,000,000**.

Contract Award/NTP is subject to receipt of permits and final execution and receipt of an Airspace (ROW) Agreement between the FDOT and the FWS.

Responsibility of bidders shall be evaluated in accordance with the information provided on the Bidder's Qualification Form, which can be downloaded from FHWA web site. FP-96 or FP-03 versions can be downloaded at the FHWA web site. FHWA web site is <http://www.efl.fhwa.dot.gov/contracting/Documents.aspx>.

## Subcontracting Goals

Required from all other than Small business when the requirement is expected to exceed \$500,000 [FAR 19.702]. The Contracting Officer, along review and advisory comments from the Office of Small Disadvantaged Business Utilization (OSDBU), is responsible for approving a reasonable and realistic plan [FAR 19.705-4] [TAM 1219.201(e)(6)]. The legislated subcontracting goals are as shown below. A copy of each subcontracting plan (or contractor statement that no subcontracts are to be awarded) must be provided to OSDBU prior to close of negotiations [TAM 1219.705-5 and - 6].

Legislated subcontracting goals: (15 USC 644 (g)(1))

- 5% Small Disadvantaged Businesses (SDB)
- 5% Small Woman Owned Business Entities (SWBE)
- 3% Service-Disabled Veteran-Owned Small Businesses (SDVOSB)

## BID SCHEDULE INSTRUCTIONS

**PROJECT:** FWS-FLP 10(1)

**BIDDERS PLEASE NOTE:** Before preparing the bid, carefully read the Instructions to Bidders. While preparing the bid, comply with the following:

### COMPLETING THE BID SCHEDULE

Complete the Bid Schedule(s) by handwriting in ink or typing. Specify a Unit Bid Price, in figures with cents to only two decimal places, for each pay item in the Unit Bid Price column for which a quantity is given. Do not enter or tender a Unit Bid Price for any pay item for which no estimated quantity appears in the Bid Schedule. Determine the products of the respective unit prices and quantities, and show them, in figures, in the Amount Bid column. If a Unit Bid Price and Amount Bid have been inserted by the Government for a pay item, do not change the Unit Bid Price and Amount Bid for the pay item. Determine the Bid Total by adding the amounts of the several items, and show in the block provided on **Page B-4**. In case of multiplication errors, the Amount Bid for the item will be based on the Unit Bid Price.

To be eligible for award, bidders must submit prices for each pay item.

Review Subsection 109.05 of the FP regarding scope of payment for direct and indirect payment work.

### SCHEDULE OF WORK

The Bid Schedule is comprised of the following:

**Schedule A – Construction of a new Refuge Access Road from Interstate 75 (I-75) to the existing Refuge Road. The work includes shoulder widening along I-75, a permanent staging area, a prestressed concrete box beam bridge over the drainage channel, and other miscellaneous work.**

### BIDDING OF CALENDAR DAYS

Determine the number of calendar days necessary to complete Schedule A work from Notice To Proceed to contract completion. **Specify the number of calendar days (NOT to exceed the maximum number of calendar days shown in Block 11 of the SF-1442)** in the space provided on the **Bid Summary** page. Failure to specify a number of calendar days for contract completion indicates the bidder accepts the maximum contract completion time provided in Block 11 of the SF-1442.

In developing a construction schedule to determine the number of calendar days included in their

bid, bidders should include the work limitations shown in the Special Contract Requirements (SCR's). Specific work limitations may be (but are not limited to): holidays, weekends; rush hours; night work; no work periods; work or traffic control phasing. Bidders are advised to consider those work items that are weather sensitive and when those work items will be performed. Specific work items are (but not limited to): those that require a minimum ambient air temperature (asphalt paving and surface treatment, pavement striping, stone masonry); those that require maintaining a minimum surface temperature (concrete pavement, structural concrete, painting); and those that have specific planting seasons (turf establishment, sod, trees and plants). Bidders are also advised to consider time required for preparing material and drawing submittals, and the allowable Government review times for those submittals (Subsection 104.03 of the FP and SCR's). The total calendar days bid should also include any work limitations and any delay days or contractor winter shutdowns required due to weather sensitive work items.

When evaluating the bids, the Government will consider the Contract Administrative Cost for the project to be \$500 per calendar day bid. The Contract Administrative Cost is only used to determine the Evaluation Total Price of Project.

Add the **Bid Total(s)** and the **Contract Administrative Cost(s)** for each schedule of work as directed on the **Bid Summary** page(s). Show the **Evaluation Total Price of Project** in the space provided on the **Bid Summary** page.

#### BASIS FOR AWARD

The contract will be awarded to the responsive, responsible bidder with the lowest **Evaluation Total Price of Project**, which is defined as:

**Bid Total of Schedule A + Contract Administrative Cost of Schedule A**

**The number of calendar days specified by the successful bidder for the completion of Schedule A work will become the performance period for the contract.**

**NOTE: Contract Administration Cost is used for evaluation and ranking purposes only.**

## Bid Schedule

Project: FWS-FLP 10(1)  
FLORIDA PANTHER NATIONAL WILDLIFE REFUGE

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION		
	ALL	Lump Sum	\$ _____
15201-0000	CONSTRUCTION SURVEY AND STAKING		
	ALL	Lump Sum	\$ _____
15401-0000	CONTRACTOR TESTING		
	ALL	Lump Sum	\$ _____
15705-0100	SOIL EROSION CONTROL, SILT FENCE		
	1,500 LNFT	\$ _____	\$ _____
15706-1600	SOIL EROSION CONTROL, STABILIZED CONSTRUCTION ENTRANCE		
	1 EACH	\$ _____	\$ _____
20101-0000	CLEARING AND GRUBBING		
	2.1 ACRE	\$ _____	\$ _____
20302-0900	REMOVAL OF FENCE, CHAIN LINK		
	120 LNFT	\$ _____	\$ _____
20401-0000	ROADWAY EXCAVATION		
	500 CUYD	\$ _____	\$ _____
20403-0000	UNCLASSIFIED BORROW		
	8,800 CUYD	\$ _____	\$ _____
20443-0000	BERMS		
	675 LNFT	\$ _____	\$ _____
20701-1000	EARTHWORK GEOTEXTILE, TYPE III-A		
	515 SQYD	\$ _____	\$ _____

Bid Schedule A

Project: FWS-FLP 10(1)  
FLORIDA PANTHER NATIONAL WILDLIFE REFUGE

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
20801-0000	STRUCTURE EXCAVATION 395 CUYD	\$ _____	\$ _____
20803-0000	STRUCTURAL BACKFILL 220 CUYD	\$ _____	\$ _____
21301-0000	SUBGRADE STABILIZATION 890 SQYD	\$ _____	\$ _____
30101-4000	AGGREGATE BASE GRADING C OR D 190 TON	\$ _____	\$ _____
30110-0000	AGGREGATE SURFACE COURSE 2,040 TON	\$ _____	\$ _____
40301-0000	HOT ASPHALT CONCRETE PAVEMENT 260 TON	\$ _____	\$ _____
41301-0600	ASPHALT PAVEMENT MILLING, 2-INCH DEPTH 600 SQYD	\$ _____	\$ _____
55201-0200	STRUCTURAL CONCRETE, CLASS A (AE) 27 CUYD	\$ _____	\$ _____
55302-0600	PRECAST, PRESTRESSED CONCRETE BOX BEAM, TYPE B1-36 460 LNFT	\$ _____	\$ _____
55401-1000	REINFORCING STEEL 3,153 LB	\$ _____	\$ _____
55601-0900	BRIDGE RAILING, STEEL 184 LNFT	\$ _____	\$ _____
56401-1000	BEARING DEVICE, ELASTOMERIC 20 EACH	\$ _____	\$ _____

Bid Schedule A

Project: FWS-FLP 10(1)

FLORIDA PANTHER NATIONAL WILDLIFE REFUGE

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
60510-0200	3-INCH OUTLET PIPE 11 LNFT	\$ _____	\$ _____
60520-0000	GRANULAR BACKFILL 125 CUYD	\$ _____	\$ _____
61502-1000	DRIVE PAD, CONCRETE 380 SQYD	\$ _____	\$ _____
61901-1300	FENCE, CHAIN LINK (TEMPORARY) 120 LNFT	\$ _____	\$ _____
61901-2200	FENCE, CHAIN LINK, 120-INCH HEIGHT 90 LNFT	\$ _____	\$ _____
61902-2700	GATE, CHAIN LINK 1 EACH	\$ _____	\$ _____
62401-0100	FURNISHING AND PLACING TOPSOIL, 2-INCH DEPTH 2,760 SQYD	\$ _____	\$ _____
62502-0000	TURF ESTABLISHMENT 2,760 SQYD	\$ _____	\$ _____
62701-0000	SOD, SOLID 700 SQYD	\$ _____	\$ _____
63304-0900	SIGNS, ALUMINUM PANELS, TYPE 3 SHEETING 5 SQFT	\$ _____	\$ _____
63502-0300	TEMPORARY TRAFFIC CONTROL, ADVANCE WARNING ARROW PANEL, TYPE C 1 EACH	\$ _____	\$ _____
63502-0600	TEMPORARY TRAFFIC CONTROL, BARRICADE TYPE 3 2 EACH	\$ _____	\$ _____

Bid Schedule A

Project: FWS-FLP 10(1)

FLORIDA PANTHER NATIONAL WILDLIFE REFUGE

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63502-1300	TEMPORARY TRAFFIC CONTROL, DRUM 60 EACH	\$ _____	\$ _____
63504-1000	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN 326 SQFT	\$ _____	\$ _____
63708-0000	CELLULAR PHONE SERVICE 5 MO	\$ _____	\$ _____

**TOTAL**      \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Name of Bidder

**BID SUMMARY**

Project FWS-FLP 10(1)  
(Complete for Pages B-1 through B-4)

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**(1) Schedule A Bid Total (from Page B-4)** \$ \_\_\_\_\_

**Contract Administrative Cost**

Number of calendar days necessary to complete all Schedule A work from Notice to Proceed (or date specified in the Notice to Proceed) to completion of Schedule A.

**(2) \_\_\_\_\_ calendar days x \$500 per calendar day =** \$ \_\_\_\_\_

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**Total Price of Project (for evaluation purposes only)**

(1) Bid Total for Schedule A . . . . . (1) \$ \_\_\_\_\_

+ (2) Contract Administrative Cost for Schedule A . . . . . (2) \$ \_\_\_\_\_

= **EVALUATION TOTAL PRICE OF PROJECT** \$ \_\_\_\_\_

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Does the Bidder claim the Price Evaluation Preference for HUBZone Small Business Concerns as defined in FAR Clause 52.219-4?

Yes

No

<b>BID BOND</b> <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
--	--

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:  
 The Principal has submitted the bid identified above.

THEREFORE:  
 The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:  
 The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	<i>Corporate Seal</i>
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)			
<b>SURETY A</b>	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

## INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

# CONTRACT CLAUSES INDEX

## FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-20 on 09/06/2007)

### 52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: [www.arnet.gov/far/](http://www.arnet.gov/far/)

(End of Clause)

### FAR & TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.202-01	DEFINITIONS	Jul-04	
52.203-03	GRATUITIES	Apr-84	
52.203-05	COVENANT AGAINST CONTINGENT FEES	Apr-84	
52.203-07	ANTI-KICKBACK PROCEDURES	Jul-95	
52.203-8	CANCEL. & RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97	
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Sep-07	
52.204-04	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	Aug-00	
<b>52.204-07</b>	<b>CENTRAL CONTRACTOR REGISTRATION</b>	Jul-06	Contractor Mandatory Internet Data Input
52.209-06	PROTECTING GOV. INTEREST WHEN SUBCONTRACTING W/ CONT. DEB. SUSP. OR PROP. FOR DEB.	Sep-06	
52.214-26	AUDIT AND RECORDS--SEALED BIDDING	Oct-97	
52.214-27	PRICE REDUCTION FOR DEFECT. COST OR PRICING DATA-MODIFICATIONS -SEALED BIDDING	Oct-97	
52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	Oct-97	
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS	May-04	
52.219-09 ALT 1	SMALL BUSINESS SUBCONTRACTING PLAN (ALT 1 - (Oct 01))	Sep-07	Large Business Mandatory Submittal Requirement
52.219-14	LIMITATIONS ON SUBCONTRACTING	Dec-96	
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	Jan-99	
52.222-03	CONVICT LABOR	Jun-03	
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	Jul-05	
52.222-06	DAVIS-BACON ACT	Jul-05	Contractor Mandatory Wage Rates Posting
52.222-07	WITHHOLDING OF FUNDS	Feb-88	
52.222-08	PAYROLLS AND BASIC RECORDS	Feb-88	Contractor Weekly Payroll Submittals
52.222-09	APPRENTICES AND TRAINEES	Jul-05	
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	Feb-88	
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	Jul-05	
52.222-12	CONTRACT TERMINATION--DEBARMENT	Feb-88	
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	Feb-88	
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	Feb-88	
52.222-15	CERTIFICATION OF ELIGIBILITY	Feb-88	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Feb-99	
52.222-26	EQUAL OPPORTUNITY	Mar-07	
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	Feb-99	
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, & OTHER ELIGIBLE VETERANS.	Sep-06	

# CONTRACT CLAUSES INDEX

## FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-20 on 09/06/2007)

### FAR & TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Jun-98	
52.222-37	EMPLOYMENT. REPORTS ON SPECIAL DISABLED VETS, VETS OF THE VIETNAM ERA, ETAL.	Sep-06	Contractor Annual Mandatory Reporting Requirement
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	Dec-04	Contractor Mandatory Postings
52.223-05	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION	Aug-03	
52.223-06	DRUG-FREE WORKPLACE	May-01	
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	Aug-03	Contractor Annual Contractor Reporting Requirement
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Feb-06	
52.227-01	AUTHORIZATION AND CONSENT	Jul-95	
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Aug-96	
52.227-04	PATENT INDEMNITY-CONSTRUCTION CONTRACTS	Apr-84	
52.228-02	ADDITIONAL BOND SECURITY	Oct-97	
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	Jan-97	Contractor Submittal Requirement
52.228-11	PLEDGES OF ASSETS	Feb-92	
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	Oct-95	
52.228-14	IRREVOCABLE LETTER OF CREDIT	Dec-99	
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION	Nov-06	Contractor Submittal Requirement
52.229-03	FEDERAL, STATE, AND LOCAL TAXES	Apr-03	
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	Sep-02	Contractor Submittal Requirement
52.232-17	INTEREST	Jun-96	
52.232-23	ASSIGNMENT OF CLAIMS	Jan-86	
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	Sep-05	
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	Oct-03	
52.233-01 ALT I	DISPUTES (Alt-I, Dec-91)	Jul-02	
52.233-03	PROTEST AFTER AWARD	Aug-96	
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-04	
52.236-02	DIFFERING SITE CONDITIONS	Apr-84	
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	Apr-84	
52.236-05	MATERIAL AND WORKMANSHIP	Apr-84	
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR	Apr-84	
52.236-07	PERMITS AND RESPONSIBILITIES	Nov-91	
52.236-08	OTHER CONTRACTS	Apr-84	
52.236-09	PROTECTION OF EXIST. VEGETATION., STRUCTURES., EQUIPMENT., UTILITIES, & IMPROVEMENTS	Apr-84	
52.236-10	OPERATIONS AND STORAGE AREAS	Apr-84	
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	Apr-84	
52.236-12	CLEANING UP	Apr-84	
52.236-13	ACCIDENT PREVENTION	Nov-91	

**CONTRACT CLAUSES INDEX**  
**FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)**  
**(Updated thru FAC 2005-20 on 09/06/2007)**

**FAR & TAR CLAUSES INCORPORATED BY REFERENCE**

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>	<b>REMARKS</b>
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	Apr-84	Contractor Submittal Requirement
52.236-17	LAYOUT OF WORK	Apr-84	
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	Feb-97	
52.236-26	PRECONSTRUCTION CONFERENCE	Feb-95	
52.242-13	BANKRUPTCY	Jul-95	
52.242-14	SUSPENSION OF WORK	Apr-84	
52.243-04	CHANGES	Jun-07	
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS	Mar-07	
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	Jun -07	
52.246-12	INSPECTION OF CONSTRUCTION	Aug-96	
52.248-03 ALT I	VALUE ENGINEERING-CONSTRUCTION (Alt-I, Apr-84)	Sep-06	
52.249-01	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)(SHORT FORM)	Apr-84	
52.249-02 ALT I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (Alt-I, Sep-96)	May-04	
52.249-10	DEFAULT (FIXED PRICE CONSTRUCTION)	Apr-84	
52.253-01	COMPUTER GENERATED FORMS	Jan-91	

**TAR CLAUSES INCORPORATED BY REFERENCE**

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>	<b>REMARKS</b>
1252.211-70	INDEX FOR SPECIFICATIONS	Apr-05	
1252.242-73	CONTRACTING OFFICERS TECHNICAL REPRESENTATIVE	Oct-94	

**FAR & TAR PROVISIONS INCORPORATED BY REFERENCE**

<b>PROVISION</b>	<b>TITLE</b>	<b>DATE</b>	<b>REMARKS</b>
52.217-03	EVALUATION EXCLUSIVE OF OPTION	Apr-84	
52.217-04	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	Jun-88	
52.217-05	EVALUATION OF OPTIONS	Jul-90	

# CONTRACT CLAUSES INDEX

## FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-20 on 09/06/2007)

### FAR & TAR CLAUSES INCORPORATED BY FULL TEXT

CLAUSE	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	Apr-84	H	CONSTR. CONTRACT REQS.	Government Fill In
52.211-12	LIQUIDATED DAMAGES-CONSTRUCTION	Sep-00	H	CONSTR. CONTRACT REQS.	Government Fill In
52.211-18	VARIATION IN ESTIMATED QUANTITY	Apr-84	H	CONSTR. CONTRACT REQS	
52.219-4	NOTICE OF PRICE EVALUATION. PREFERENCE FOR HUBZONE SB CONCERNS	Jul-05	F	SOCIOECON PROG REQS	Contractor Fill-In
52.222-23	NOTICE OF REQ. FOR AFFIRMATIVE ACTION TO ENSURE E.E.O.	Feb-99	F	SOCIOECON PROG REQS	Contractor Reporting Requirements
52.223-03 ALT I	HAZARDOUS MAT. IDENT. & MATERIAL SAFETY DATA (Alt-I, Jul-95)	Jan-97	G	GEN'L CONTRACT REQS.	Contractor Submittal Requirements
52.223-09	EST. OF % OF REC. MAT. CONTENT FOR EPA DESIGN. PRODUCTS	Aug-00	G	GEN'L CONTRACT REQS	Contractor Reporting Requirement
52.225-09	BUY AMERICAN ACT-CONSTRUCTION MATERIALS	Jan 05	F	SOCIOECON PROG REQS	Government & Contractor Fill In's
52-236-01	PERFORMANCE OF WORK BY THE CONTRACTOR	Apr -84	H	CONSTR. CONTRACT REQS	Government Fill In
52.236-04	PHYSICAL DATA	Apr-84	H	CONSTR. CONTRACT REQS.	Government Fill In

### TAR CLAUSES INCORPORATED BY FULL TEXT

CLAUSE	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
FAR PT 22.9	NONDISCRIMINATION BECAUSE OF AGE POLICY	Feb-64	F	SOCIOECON PROG REQS	Policy Statement - Not A Clause

(End of Clauses Index)

**CONTRACT PROVISIONS INDEX**  
**FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)**  
**(Updated thru FAC 2005-20 on 09/06/2007)**

**52.252-1 Solicitation Provisions Incorporated by Reference**  
**(Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: [www.arnet.gov/far/](http://www.arnet.gov/far/)

(End of Clause)

**FAR & TAR PROVISIONS INCORPORATED BY REFERENCE**

<b>PROVISION</b>	<b>TITLE</b>	<b>DATE</b>	<b>REMARKS</b>
52.211-06	BRAND NAME OR EQUAL	Aug-99	
52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS	Dec-89	
52.214-04	FALSE STATEMENTS IN BIDS	Apr-84	
52.214-05	SUBMISSION OF BIDS	Mar-97	
52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS	Apr-84	
52.214-07	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	Nov-99	
52.214-18	PREPARATION OF BIDS--CONSTRUCTION	Apr-84	
52.214-19	CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION	Aug-96	
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIAL.	May-02	

**TAR PROVISIONS INCORPORATED BY REFERENCE**

<b>PROVISION</b>	<b>TITLE</b>	<b>DATE</b>	<b>REMARKS</b>
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**CONTRACT PROVISIONS INDEX**  
**FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)**  
**(Updated thru FAC 2005-20 on 09/06/2007)**

<b>FAR PROVISIONS INCORPORATED BY FULL TEXT</b>					
<b>PROVISION</b>	<b>TITLE</b>	<b>DATE</b>	<b>SECTION</b>	<b>SECTION TYPE</b>	<b>REMARKS</b>
52.204-08	<b>ANNUAL REPRESENTATIONS AND CERTIFICATIONS</b>	Jan 06	D	REPS. & CERTIFICATIONS	Mandatory Contractor On-Line Input
52.211-04	AVAILABILITY FOR EXAM. OF SPECS NOT LISTED IN GSA INDEX OF FED SPECS/STANDARDS & COM. ITEM DESCRIPTION	Jun-88	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.216-01	TYPE OF CONTRACT	Apr-84	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.228-01	BID GUARANTEE	Sep-96	E	INSTRUCTIONS TO BIDDERS	Contractor Submittal Requirement
52.233-02	SERVICE OF PROTEST	Aug-96	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.236-27	SITE VISIT (CONSTRUCTION)	Feb-95	E	CONSTR. CONTRACT REQS.	Government Fill In.
<b>OTHER PROVISIONS INCORPORATED BY FULL TEXT</b>					
<b>PROVISION</b>	<b>TITLE</b>	<b>DATE</b>	<b>SECTION</b>	<b>SECTION TYPE</b>	<b>REMARKS</b>
NONE					

(End of Provisions Index)

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION PROVISIONS

## REPRESENTATIONS AND CERTIFICATIONS

**Annual Representations and Certifications.** Prospective contractors shall complete electronic annual representations and certifications on-line at this web address: <http://orca.bpn.gov> (See FAR 4.1201) in conjunction with required registration in the Central Contractor Registration (CCR) database (see FAR 4.1102).

**Vets100 Form** must also be filled-in online at <http://vets100.cudenver.edu/> in accordance with FAR Clause 52.222-37.

**Contractors are not eligible for award without completing these requirements.**

4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.  
(End of Provision)

### 52.204-8

**52.204-8 – Annual Representations and Certifications.**

As prescribed in 4.1202, insert the following provision:  
Annual Representations and Certifications (Jan 2006)

- (a)
  - (1) The North American Industry classification System (NAICS) code for this acquisition is 237310.
  - (2) The small business size standard is **\$31,000,000**.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)
  - (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
  - (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
    - (i) Paragraph (c) applies.
    - (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
  - (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR

**(End of Section D)**

# FEDERAL ACQUISITION REGULATION & TRANSPORTATION ACQUISITION REGULATION PROVISIONS

## INSTRUCTIONS TO BIDDERS

### 52.211-4

#### AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

**FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION  
21400 RIDGETOP CIRCLE  
STERLING, VIRGINIA 20166-6511**

Send an email to the following address to make an appointment: [eflhd.contracts@fhwa.dot.gov](mailto:eflhd.contracts@fhwa.dot.gov)

TIME(S) FOR VIEWING: 8 A.M. TO 4 P.M.

All documents are available for direct download from the following website:  
[www.efl.fhwa.dot.gov/procurement/procurement.htm](http://www.efl.fhwa.dot.gov/procurement/procurement.htm)

(End of Provision)

### 52.216-1

#### TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm-fixed-price** contract resulting from this solicitation.

(End of Provision)

### 52.233-2

#### SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION  
21400 RIDGETOP CIRCLE  
STERLING, VIRGINIA 20166-6511**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

### 52.236-27

#### Site Visit (Construction). (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

**Name:** Mr. Ben Nottingham, Deputy Refuge Manager

**Address:** Florida Panther National Wildlife Refuge, 3860 Tollgate Boulevard, Suite 300, Naples, FL, 34114

**Telephone:** 239-353-8442 Ext 225,  
[Ben\\_Nottingham@fws.gov](mailto:Ben_Nottingham@fws.gov)

(End of Provision)

(End of Section E)

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

### 52.219-4

#### Notice of Price Evaluation Preference for HUBZone Small Business Concerns.

(Oct 2004)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.*

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

#### Offer elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

### FAR SUBPART 22.9

#### NONDISCRIMINATION BECAUSE OF AGE (FEB 96)

22.901 Policy. Executive Order 11141, February 12, 1964 (29 CFR 2477), states that the Government policy is as follows:

(a) Contractors and subcontractors shall not, in connection with employment, advancement, or discharge of employees, or the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

(b) Contractors and subcontractors, or persons acting on their behalf, shall not specify in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

(c) Agencies will bring this policy to the attention of contractors. The use of contract clauses is not required.  
(End of Policy Statement)

### 52.222-23

#### **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

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

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
<b>17.1%</b>	<b>6.9%</b>

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and
- (3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the

Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is as follows:

### **Collier County, Florida**

**(End of Provision)**

### 52.225-9

#### **Buy American Act-Construction Materials. (Jan 2005)**

(a) *Definitions.* As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means-

(1) An un-manufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

**NONE**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph 2 of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<b>Item 1:</b>			
Foreign construction material			
Domestic construction material			
<b>Item 2:</b>			
Foreign construction material			
Domestic construction material			
[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]			

**(End of Clause)**

### 52.225-10 -- Notice of Buy American Act Requirement— Construction Materials.

As prescribed in [25.1102](#)(b)(1), insert the following provision:

#### Notice of Buy American Act Requirement--Construction Materials (May 2002)

(a) *Definitions.* “Construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign

construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (May 2002).* As prescribed in [25.1102](#)(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

### 52.225-11

#### Buy American Act—Construction Materials under Trade Agreements. (Nov 2006)

(a) *Definitions.* As used in this clause--

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

“Caribbean Basin country construction material” means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Free Trade Agreement country construction material means” a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Foreign construction material” means a construction material other than a domestic construction material.

“Least developed country construction material” means a construction material that--

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: **NONE**.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient

and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier;

and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

**FEDERAL ACQUISITION REGULATION AND  
TRANSPORTATION ACQUISITION REGULATION CLAUSES**

**SOCIOECONOMIC PROGRAM REQUIREMENTS**

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information. ]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

*Alternate I (Nov 2006).* As prescribed in [25.1102\(c\)\(3\)](#), add the following definitions of “Bahrainian construction material” and “Mexican construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain into a new and different construction material distinct from the materials from which it was transformed.

“Mexican construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Mexico; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Mexico into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except NAFTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian or Mexican construction materials.

(2) The Contractor shall use only domestic, or designated country construction material other than Bahrainian or Mexican construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

**52.225-12  
Notice of Buy American Act Requirement—  
Construction Materials Under Trade  
Agreements.  
(Jan 2005)**

(a) *Definitions.* “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

### *(c) Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

### *(d) Alternate offers.*

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate II (Nov 2006).* As prescribed in [25.1102\(d\)\(3\)](#), add the definitions of "Bahrainian construction material" and

"Mexican construction material" to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

### *(d) Alternate offers.*

(1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain or Mexico, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

**(End of Section F)**

## MINIMUM WAGE SCHEDULE

U.S. Department of Labor  
 Employment Standards Administration  
 Wage and Hour Division

**GENERAL DECISION: FL20080039 02/08/2008 FL39**

Date: February 8, 2008  
 General Decision Number: **FL20080039** 02/08/2008

Superseded General Decision Number: FL20070039

State: Florida

Construction Type: Highway

Counties: Brevard, Collier, Hernando, Hillsborough, Lee, Manatee, Martin, Orange, Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole and St Lucie Counties in Florida.

EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPLICE FLIGHT CENTER AND MELABAR RADAR SITE HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, & railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; & other major bridges.

Modification Number	Publication Date
0	02/08/2008

\* SUFL1993-012 08/01/1993

	Rates	Fringes
BRICKLAYER (Manhole).....	\$ 9.02	
CARPENTER.....	\$ 9.71	
Concrete Finisher.....	\$ 8.91	
ELECTRICIAN.....	\$ 13.42	
FENCE ERECTOR.....	\$ 7.75	
Form Setter.....	\$ 7.76	
Guardrail erector.....	\$ 7.95	
Ironworkers:		
Reinforcing.....	\$ 12.37	
Structural.....	\$ 6.60	
Laborers:		
Asphalt Raker.....	\$ 7.23	
Pipelayer.....	\$ 8.01	
Unskilled.....	\$ 6.60	

N/A.....	\$ 7.34
Painters:	
Blaster.....	\$ 10.72
Power equipment operators:	
Asphalt Distributor.....	\$ 7.39
Asphalt Paving Machine.....	\$ 8.23
Asphalt Plant Operator.....	\$ 6.83
Asphalt Screed.....	\$ 7.68
Backhoe.....	\$ 9.00
Boom-Auger.....	\$ 9.40
Bulldozer.....	\$ 8.42
Concrete Curb Machine.....	\$ 8.50
Concrete Groover/Grinder....	\$ 9.00
Concrete Joint Saw.....	\$ 9.97
Concrete Mixer Operator.....	\$ 6.63
Concrete Paving Finish Machine.....	\$ 8.50
Concrete Pump Op.....	\$ 13.00
Crane, Derrick, or Dragline..	\$ 11.53
Earthmover.....	\$ 7.78
Fork Lift.....	\$ 7.63
Front End Loader.....	\$ 8.00
Gradall.....	\$ 8.76
Grade Checker.....	\$ 6.60
Guardrail Post Driver.....	\$ 10.78
Mechanic.....	\$ 9.52
Milling Machine Grade Checker.....	\$ 7.03
Milling Machine.....	\$ 8.76
Motor Grader.....	\$ 9.54
Mulching Machine.....	\$ 6.70
Oiler, Greaseman.....	\$ 7.21
Pavement Striping Machine...\$	11.04
Paving Striping Machine Nozzleman.....	\$ 7.50
Piledriver Leadsman.....	\$ 9.75
Piledriver Operator.....	\$ 10.82
Power Subgrade Mixer.....	\$ 7.63
Rollers:	
Finish.....	\$ 7.24
Rough.....	\$ 6.70
Self-Prop., Rubber Tire....\$	7.01
Scraper.....	\$ 7.33
Sign Erector.....	\$ 13.27
Small tool.....	\$ 7.33
Tractors:	
80 HP or less.....	\$ 6.60
Light.....	\$ 6.76
Over 80 HP.....	\$ 10.62
Trenching Machine.....	\$ 8.00
Widening Spreader Machine...\$	7.52

Traffic Controller

TRAFFIC CONTROL SPECIALIST..\$ 7.15  
 TRAFFIC SIGNALIZATION :  
 Installer.....\$ 9.70  
 Mechanic.....\$ 13.25

Truck drivers:

Lowboy.....\$ 8.02  
 Multi-Rear Axle.....\$ 6.97  
 Single Rear Axle.....\$ 6.70

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
 -----

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## GENERAL CONTRACT REQUIREMENTS

### 52.223-3

#### Hazardous Material Identification and Material Safety Data. (Jan 1997) Alt I (Jul 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
None	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations

(including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document, which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

**(End of Clause)**

**52.223-9**

**Estimate of Percentage of Recovered Material Content  
for EPA-Designated Products.  
(AUG 2000)**

(a) *Definitions.* As used in this clause— “Post consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of “recovered material.” “Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of post consumer material content; and

(2) Submit this estimate to:

**Contracting Officer  
Eastern Federal Lands Highway Division  
21400 Ridgetop Circle  
Sterling, VA 20166.**

(End of Clause)

**52.228-15**

**Performance and Payment Bonds -- Construction  
(Nov 2006)**

(a) *Definitions.* As used in this clause --

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier’s check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch  
3700 East West Highway, Room 6F01  
Hyattsville, MD 20782  
Or via the internet at  
<http://www.fms.treas.gov/c570/> .

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of Clause)

**52.248-3**

**Value Engineering – Construction.  
(Feb 2000)**

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP’s) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP’s, in accordance with paragraph (f) below.

(b) *Definitions.* “Collateral costs,” as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

“Collateral savings,” as used in this clause, means those measurable net reductions resulting from a VECP in the

agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that --

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-
  - (i) In deliverable end item quantities only; or
  - (ii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) *Government action.*

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral

decision made solely at the discretion of the Contracting Officer.

(f) *Sharing* --

(1) *Rates*. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by --

- (i) 45 percent for fixed-price contracts; or
- (ii) 75 percent for cost-reimbursement contracts.

(2) *Payment*. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to --

- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering -- Construction clause of contract DTFH71-08-C-000XX, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information

contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

**(End of Section G)**

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## CONSTRUCTION CONTRACT REQUIREMENTS

### **52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within (**SEE SF 1442, BLOCK 11 FOR NUMBER OF DAYS**) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (**THE TIME INDICATED IN THE CONTINUATION OF THE SF 1442, BLOCK 11**). The time stated for completion shall include final cleanup of the premises. **(End of Clause)**.

### **52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (**SEE SUBSECTION 108.04 OF THE FP-96/FP-03 AND/OR SPECIAL CONTRACT REQUIREMENTS FOR AMOUNT**) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. **(End of Clause)**

### **52.211-18 -- Variation in Estimated Quantity.**

As prescribed in [11.703\(c\)](#), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated that authorizes a variation in the estimated quantity of unit-priced items:

#### **Variation in Estimated Quantity (Apr 1984)**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an

extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified. **(End of Clause)**

### **52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR. (Apr 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **50** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

**(End of Clause)**

### **52.236-4 PHYSICAL DATA (APR 1984)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations (**SEE CONTINUATION OF SF 1442, BLOCK 9**).

(b) Weather conditions: **CONTACT LOCAL OFFICE OF NATIONAL WEATHER SERVICE, U.S. DEPARTMENT OF COMMERCE.**

(c) Transportation facilities: **N/A**

(d) Other Information: **SEE CONTINUATION OF SF 1442, BLOCK 9.**

**(End of Clause)**

**(End of Section H)**

FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION  
SPECIAL CONTRACT REQUIREMENTS

**Project FWS-FLP 10(1)**  
**Florida Panther National Wildlife Refuge**

The following Special Contract Requirements amend and supplement the *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03) U. S. Customary Units*, U. S. Department of Transportation, Federal Highway Administration.

**Section 101.—TERMS, FORMAT, AND DEFINITIONS**

101.01. Delete the last paragraph.

**Section 102.—BID, AWARD, AND EXECUTION OF CONTRACT**

102.04. Add the following:

Furnish documentary evidence as to the ownership and value of the assets pledged in support of the bond and details of the security interest in the assets by the individual sureties for the apparent low bidder within 14 calendar days after the opening of bids. Failure to submit evidence within the time required will be grounds for declaring the surety unacceptable.

In addition, the CO may, after reviewing the Affidavit of Individual Surety and documentary information on the security interest and the assets pledged, by certified mail to the surety's business or residence address (as shown on the bond), request the surety to provide further information and/or documents with respect to any of the documents provided. The CO may require such information to be furnished under oath. Failure of the surety to accept such mail, or failure of the surety to respond with the requested information or documents within 7 business days of receipt of the request, will be cause for rejection of the surety.

These requirements are in addition to the requirements in FAR Subpart 28.203, except where in conflict with the requirements in the FAR, in which case the FAR controls.

102.06. Add the following after the last paragraph:

Submit the documentary evidence for individual sureties at the same time as the Affidavit of Individual Surety and security interest in assets pledged. A Contractor submitting an unacceptable individual surety in satisfaction of a performance or payment bond before the issuance of the Notice to Proceed will be permitted one opportunity to substitute an acceptable surety or sureties within 7 business days of receipt of notification that the surety is unacceptable.

The Government's right to direct the substitution of sureties to ensure the continuing acceptability of the bonds during the performance of the Contract according to FAR Clause 52.228-2, Additional Bond Security, is not restricted.

These requirements are in addition to the requirements in FAR Subpart 28.203, except where in conflict with the requirements in the FAR, in which case the FAR controls.

### Section 104.—CONTROL OF WORK

104.03(a). Add the following to the third paragraph:

Drawings will be reviewed in the order they are received.

104.03(b). Add the following after 104.03(b):

**(c) As-built working drawings.** Furnish 2 sets of as-built working drawings. The Government will provide 2 sets of contract drawings to be used exclusively for recording the as-built details of the project.

Keep the as-built working drawings current on a weekly basis and have at least 1 set available on the jobsite at all times. Accurately and neatly record changes from the contract plans, which are made in the work, or additional information, which might be uncovered in the course of construction, as they occur by means of details and notes. Maintain a log of all changes made to the as-built working drawings, and monthly, at the estimate cutoff date, make the as-built working drawings and log available for review by the CO.

Note all additions or revisions to the location, character, and dimensions of the prescribed work shown on the contract drawings. Line out all details shown that are not applicable to the completed work. Use the red-line process (red pencil or red ink) to record on the as-built working drawings and final as-built drawings, as a minimum, but not limited to, the information described below:

**(1) Typical section(s)**

*(a)* Revisions in dimensions; and

*(b)* Revisions in materials.

**(2) Plan and profile**

*(a)* Plan

*(1)* Revisions to the alignment;

*(2)* Changes in the construction limits;

*(3)* Revisions in location, type, and grade of road approaches;

*(4)* Location and type of utilities;

*(5)* Location, size, and type of underdrains;

*(6)* Skew of culverts;

- (7) Channel changes;
- (8) Location of monuments and permanent references;
- (9) Elevations for all aerial and underground crossings of utilities; and
- (10) Location, length, and type of fencing.

**(b) Profile**

- (1) Revisions to grades, elevations, and stationing of intersection PIs;
- (2) Equations;
- (3) Culvert diameter, length, type, and stationing;
- (4) Length of culvert extension, and length of existing culvert;
- (5) Location, length, stationing, and type of retaining walls; and
- (6) Location, length, stationing, and end treatment of guardrail.

**(3) Bridge**

- (a) Stationing of bridge ends;
- (b) Elevations including footing, bearing pads, deck, and top of walls;
- (c) Pile driving record with pile length, size, type, and tip elevation;
- (d) Post-tensioning records including stressing sequence, jacking force, and duct size and layout;
- (e) Construction and concrete placement sequences;
- (f) Bearing details with orientation;
- (g) Expansion joints including actual clearance with atmospheric temperature; and
- (h) Any changes in plan or dimensions including any major changes in reinforcing.

**(4) Miscellaneous**

- (a) Revisions to parking areas or turnouts;

- (b) Final location, type and length of curbs, sidewalks, etc.;
  - (c) Fencing type and limits; and
  - (d) Landscaping and planting.
- (5) Special Contract Procedures
- (a) Method of excavation, concrete placement, girder erection, structure repairs, etc.

Prepare final as-built drawings after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The as-built working drawings and final as-built drawings will be jointly reviewed for accuracy and completeness by the CO and the Contractor prior to submission of each monthly pay estimate.

If the monthly review finds that the Contractor is not maintaining the as-built working drawings, payment of the Contractor's invoice will be withheld until the as-built working drawings are brought up to date.

Furnish the as-built working drawings to the CO before the final inspection. Correct all details found during the final inspection that are not shown on the as-built working drawings and return to the CO within 5 working days for approval.

Once final as-built working drawings have been approved by the CO, provide final as-built drawings in the latest version of Adobe Acrobat (PDF) format (at the time of submission) on two sets of CD-R or DVD-R. Include the latest version Adobe Acrobat reader on the CD-R or DVD-R. Provide the final as-built drawings with a resolution quality such that the redlined drawings and notations are clearly discernable. Final payment per Subsection 109.09 will not be made until the CD-R or DVD-R of the final as-built drawings have been reviewed and approved by the CO.

No direct payment will be made for maintaining and furnishing as-built working drawings.

104.05. Add the following:

Operate loaded vehicles hauling material at speeds not exceeding 40 miles per hour, or the posted speed limit whichever is lower, and spaced at 500-foot minimum intervals. Do not exceed 25 miles per hour, or the posted speed limit whichever is lower, or operate more than 1 loaded hauling vehicle at a time on a bridge.

### **Section 105.—CONTROL OF MATERIAL**

105.02(b). Add the following:

If any material is to be excavated from any material source outside the construction limits, other than commercially operated sites, before work begins provide a certification from the State Historic Preservation Officer or Indian Tribal Council, if applicable, stating:

- (1) That a cultural resource survey (a survey for historical sites and archeological remains) has been performed at the proposed site, and
- (2) That no significant cultural resources exist in the area that will be disturbed by the Contractor.

### **Section 106.—ACCEPTANCE OF WORK**

106.03. Delete the first sentence of the second paragraph and substitute the following:

Other than references in or to the FAR or Federal Law, when these Standard Specifications or Supplemental Contract Requirements reference certifications; certificates; or certified documents, equipment, or individuals, these references are not certifications under Section 4301 of Public Law 104-106, National Defense Authorization Act for Fiscal Year 1996.

### **Section 107.—LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

107.01. Delete the second sentence of the third paragraph and substitute the following:

Obtain all additional permits or agreements and modifications to Government-obtained permits or agreements that are required.

107.02. Add the following after the sixth paragraph:

Notify the CO in writing at least 48 hours in advance of any scheduled utility shutdown, investigation, and /or related work.

For locating utilities, contact Sunshine State One Call of Florida, at 1-800-432-4770 or [www.callsunshine.com](http://www.callsunshine.com) prior to any excavation activities, including placement of sign posts. In addition, there are 3 fiber optic line conduits that run parallel to I-75 through the project site, at approximately 20 feet north of the lane edge marking. They are buried approximately 36 inches deep and are owned by the Florida DOT. Locate these prior to any excavation activities, including placement of sign posts.

107.05. Add the following after the second paragraph:

Submit all claims to the insurance company for investigation, regardless of deductible, unless the Contractor has chosen to pay the claim directly. Provide the results of any investigations and subsequent actions to the CO within 1 week of receipt from the insurance company or of action. Determination by the insurance company that the claim is not covered by the policy is not an adequate basis for the Contractor to fail to meet its obligations under the requirements of this Section.

### **Section 108.—PROSECUTION AND PROGRESS**

108.01. Add the following:

Construction operations are limited as follows:

No work shall be permitted on weekends or holidays.

Lane closures on I-75 are allowed between 10:00 PM and 6:00 AM only. All construction equipment and traffic control devices must be off the travel lanes outside of those hours. Equipment mobilization/demobilization and material hauling operations through the old entrance must be done under a one-lane I-75 closure between 10:00 PM and 6:00 AM.

Do not use I-75 median cross-overs. Utilize established I-75 access/exit overpasses only.

### **Section 109.—MEASUREMENT AND PAYMENT**

109.08(b). Add the following:

Submit invoices by the 7th day after the closing date. Invoices received after the 16th day following the closing date will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following month's invoice.

109.08(c). Add the following:

The Government's designated billing office is:

Federal Highway Administration  
 Eastern Federal Lands Highway Division  
 Loudoun Tech Center  
 21400 Ridgetop Circle Room 200  
 Sterling, Virginia 20166-6511  
 ATTN: CONSTRUCTION DIVISION

**Section 152.—CONSTRUCTION SURVEY AND STAKING**

152.03. Delete the text of paragraphs (g), and (i).

152.03(l). Delete items (9) and (10) and substitute the following:

(9) Traffic control (both permanent and temporary) signs, signals, markings, delineators, object markers, etc;

(10) Excavation limits for various drainage, walls, structures, and other pertinent items;  
and

(11) Landscaping work.

**Section 154.—CONTRACTOR SAMPLING AND TESTING**

154.03. Add the following:

Furnish test results to the CO immediately after completing the test. The requirements for furnishing test results do not include sample aging or curing time; therefore, reporting times will be extended accordingly.

Submit proposals for using alternate AASHTO or State approved test methods in writing for approval. Alternate methods may be allowed based on documented equivalence to the method specified.

154.04. Add the following:

On a weekly basis, submit a copy of all current Contractor test results and pay factor calculations based on those tests for items accepted under Subsection 106.05. When large quantities are produced, calculate pay factors as soon as possible. Use this information to make any necessary adjustments to operations to achieve acceptable pay factors. The Government may use the Contractor's test results to determine final pay factors for acceptance according to Subsection 154.05.

**Section 155.—SCHEDULES FOR CONSTRUCTION CONTRACTS**

155.02. Add the following after the third paragraph:

**155.02A Weather Delays.**

**(a) Weather Delay Definitions.**

- (1) Reasonably Predictable Weather.** The number of workdays that can expected to be lost in any month due to rainfall based on 10-year historical weather data.
- (2) Rain Day.** A potentially lost workday on which rainfall is equal to or greater than 0.10 inches.
- (3) Drying Day.** A work day(s) immediately following a rainfall equal to or greater than 1.00 inch which is potentially lost because of wet ground conditions.
- (4) Workday.** A day not excluded from work by Section 108 of the Special Contract Requirements.
- (5) Unusually Severe Weather.** When the number of Actual Workdays Lost is greater than the calculated Total Lost Days for the month in question.

**(b) Reasonably Predictable Weather.** Determine Reasonably Predictable Weather for this contract by completing Table 155-1. Calculate data for Table 155-1 as follows:

- (1)** Using the last 10 years of historical weather data from the nearest NOAA weather data collection station, compute the average number of workdays lost (rain days plus drying days) for each month and the standard deviation from the average. Add the average number of workdays lost to the standard deviation.
- (2)** The Total number of Lost Days (Average Workdays Lost plus 1 Standard Deviation, rounded to whole days) will be considered normal for each month.
- (3)** Submit a completed Table 155-1 with the initial construction schedule.

**(c) Unusually Severe Weather.** Under FAR Clause 52.249-10, Default (Fixed-Price Construction), the Contractor can request time for a delay due to Unusually Severe Weather.

The number of Actual Workdays Lost is calculated by first totaling the actual Rain Days plus the actual Drying Days occurring in the month in question. From this total, deduct any workdays meeting the following conditions:

- (1)** The Rain Day or Drying Day occurred on a non-work weekday such as a holiday.
- (2)** Rainfall occurred at a time when no weather dependent work was in progress or

occurred during planned or unplanned shutdowns due to other circumstances such as equipment failure, strikes, material supplies, delays, etc.

**(3)** The Contractor was still working or able to work on weather dependent activities to the extent that less than 50 percent of the workday was lost due to weather.

If the net number of Actual Workdays Lost is greater than the Total Lost Days, then Unusually Severe Weather occurred during the month in question.

**(d) Time Adjustments for Rain Delays.** If the net number of Actual Workdays Lost to rain is less than the Total Lost Days for the month in question, no time adjustments will be made. If the net number of Actual Workdays Lost is more, then an excusable time extension may be granted. The Contractor must submit a Weather Time Impact Analysis supporting any alleged delays due to Unusually Severe Weather.

**(e) Delays Due To Other Weather Conditions.** Delays due to other unusually severe weather conditions (snow, extreme cold or heat, high winds, etc.) must be supported with a Weather Time Impact Analysis using historical weather data.

155.02. Delete the last paragraph and substitute the following:

The Construction Contract Time shown on the construction schedule for contract completion or for any interim completion dates shall be the calendar dates established in the contract.

155.04. Add the following to the first paragraph:

For a computer-generated CPM, use Primavera software or software that is file-compatible with Primavera.

Add the following table at the end of Section 155:

TABLE 155-1

Project Number \_\_\_\_\_

Location of NOAA Data Collection Station \_\_\_\_\_

Data Years (10-year history): 19\_\_ through 20\_\_

REASONABLY PREDICTABLE WEATHER

MONTH	AVERAGE WORKDAYS LOST	STANDARD DEVIATION	TOTAL LOST DAYS
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			

**Section 156.—PUBLIC TRAFFIC**

156.03. Add the following:

Comply with all of the requirements of the Traffic Control Plan and adequately maintain all of the devices required. Clean, service, and replace all traffic control devices when they become inoperative, damaged, or when the specified reflectivity of the device is reduced by 50 percent. The Contractor will be given written notice of those traffic control items not in compliance with the Contract. Revise the identified items into compliance within 24 hours. If the Contractor fails to bring the specified items into compliance within the 24-hour period, the CO may assess a daily reduction in payment to the Contractor of \$250 per day. The CO may continue to assess the daily reduction in payment for each additional 24-hour period until the items are corrected.

This reduction in payment will be subtracted from the Contractor's progress payments and will be unrecoverable. Use of this reduction in payment does not waive the CO's right to suspend the work in whole or in part according to Subsection 108.05.

156.08. Delete the second sentence of the first paragraph and substitute the following:

The traffic safety supervisor may be the superintendent.

### **Section 203.—REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

203.05(b). Delete the Subsection and substitute the following:

**(b) Burn.** Burning is prohibited. Dispose of material according to Subsection 203.05(a).

203.05(c). Delete the Subsection and substitute the following:

**(c) Bury.** Burying debris is prohibited. Dispose of material according to Subsection 203.05(a).

### **Section 204.—EXCAVATION AND EMBANKMENT**

204.11(a)(1). Delete the entire Subsection and substitute the following:

Vibratory compaction is not permitted.

### **Section 207.—EARTHWORK GEOTEXTILES**

207.03. Add the following:

Excavate the limestone caprock and overburden soils to the length, width, and depth required for construction of the proposed foundation system and at the direction of the CO. The excavation subgrade shall be of uniform density throughout its length and width. When excavation is complete, request approval as to the character and suitability of the excavation subgrade prior to placement of geotextile and backfill.

207.04. Delete the title and substitute the following:

**Separation, Stabilization, and Reinforcement Applications.**

207.04. Delete the fourth paragraph and substitute the following:

Lightweight compaction equipment should be used to compact material within 3 feet of the excavation subgrade. Examples of acceptable lightweight equipment include small single or double drum, walk behind vibratory rollers or vibratory plate compactors.

**Section 208.—STRUCTURE EXCAVATION AND BACKFILL FOR SELECTED MAJOR STRUCTURES**

208.04. Delete the fourth sentence.

208.09. Add the following:

**(f) Footings placed on GRS embankments.** Remove material to the bottom of GRS foundation. Do not disturb the bottom of the GRS foundation excavation. Place reinforcement geotextile and structural backfill according to Subsections 207.04 and 208.10.

208.10. Delete the first sentence of the first paragraph and substitute the following:

Place backfill in horizontal layers that do not exceed 8 inches in compacted thickness.

**Section 301.—UNTREATED AGGREGATE COURSES**

301.03. Add the following after the second paragraph:

Submit the representative 300-pound sample to the EFLHD Central Laboratory in Sevierville, Tennessee.

301.03. Add the following:

If an alternate State gradation is produced as provided in Subsection 703.05, notify the CO in writing. If the target values with respect to the State gradation are not identified, they will be the midpoint of the allowable State specification band.

**Section 403.—HOT ASPHALT CONCRETE PAVEMENT**

403.01. Add the following:

Asphalt binder is designated as performance grade PG 64-22.

403.03. Delete the second and third bullet item and substitute the following:

- State Department of Transportation Superpave Hot Asphalt Concrete mixture with the same nominal maximum size aggregate, traffic level (design ESAL), and asphalt binder grade as specified. Meet the requirements for the location and type of facility being constructed as designated by the current State Department of Transportation specification. Submit the aggregate quality, gradation requirements, and mixture criteria for the asphalt concrete mix.

403.03(b). Add the following:

For State Department of Transportation mixes, submit a job-mix formula that is currently approved and has been tested by the State within a year of the date of intended use. Include documentation from a State highway official certifying that it is an approved State mix.

403.03(b). Add the following:

Submit all materials and information to the EFLHD Central Laboratory in Sevierville, Tennessee.

403.03(c). Add the following:

Allow a minimum of 21 calendar days for verification of each job-mix formula after receipt of all materials and information at the EFLHD Central Laboratory.

**Section 552.—STRUCTURAL CONCRETE**

552.03(g). Add the following:

Use Type I or II portland cement in all concrete.

Use Type I, II, or III portland cement in all Class P concrete.

552.03(v). Add the following:

Provide Class A(AE) concrete with a minimum 28-day compressive strength of 4,000 pounds per square inch.

Provide Class P(AE) concrete with a minimum 28-day compressive strength of 7,000 pounds per square inch.

552.09(b)(4). Add the following:

Provide for compressive strength testing of the concrete cylinders by an independent laboratory, qualified to perform the testing, and as approved by the CO.

552.19. Add the following:

Excavation and backfill will be evaluated under Section 208.

### **Section 553.—PRESTRESSED CONCRETE**

553.01. Add the following:

This work includes furnishing anchorage assemblies, ducts, inlets and outlets, local zone reinforcing, spacer frames and all additional support steel, anchorage protection systems, grout, testing, inspecting, stressing, grouting, recess pocket filling, and incidentals necessary for completing the work.

553.03. Add the following:

The top surface of the precast box beam units shall be given a broom finish. Broom the surface using a broom with stiff bristles, broom parallel to the short direction from edge to edge with adjacent strokes slightly overlapped. Produce regular corrugations not over 1/8-inch in depth without tearing the concrete. While the concrete is plastic, correct porous spots, irregularities, depressions, small pockets, and rough spots.

Bottom edges on ends and sides and top outside edges of exterior box beam units shall be chamfered 3/4 inch. Top edges on ends of all sections shall be rounded with a 1/4 inch finishing tool. Top edges on all slab sections along shear keys shall have square corners. Vertical edges at ends of slab sections shall not be chamfered.

553.12. Add the following:

Do not measure the local zone reinforcing, spacer frames, all additional support steel, accessories and incidentals necessary for completing the work for payment.

**Section 554.—REINFORCING STEEL**

554.08. Delete the first sentence of the first paragraph and substitute the following:

Place, fasten, and support the bars according to the CRSI Manual of Standard Practice. Use precast concrete blocks or metal supports.

**Section 619.—FENCES, GATES, AND CATTLE GUARDS**

619.03A. Add the following after the fifth paragraph:

Prior to slide gate construction, provide shop drawings and details of the proposed slide gate to the CO for approval. Use the existing sliding gate located at 14041 State Road 29 South, Ammokalee, FL 34142 for reference.

619.06. Delete the first paragraph and substitute the following:

When necessary, construct temporary fence to keep livestock, pedestrians and traffic off the road being constructed or away from trees requiring protection. Temporary fence is intended to remain in place only during the construction of the project or until the fence is directed to be removed. At the completion of the project, remove fence and dispose of legally off Government property.

619.06. Add the following after the first paragraph:

Install fence as shown on the drawings or as directed by the CO. Use a conventional metal "T" or "U" post spaced every 7 to 10 feet. Drive posts 12 to 18 inches into the ground. Secure the fence to the post using 3 wire ties.

**Section 625.—TURF ESTABLISHMENT**

625.01. Add the following:

The work does not include areas previously protected by soil erosion control measures according to Section 157, and upon which permanent suitable vegetation has started growth.

625.06. Add the following:

Apply limestone and fertilizer at the following rates:

<u>Item</u>	<u>Rate (pounds per acre)</u>
Agricultural Limestone (85 percent CaCO <sub>3</sub> )	704
Fertilizer	3094

625.07. Add the following:

Apply seed at the rates shown per acre for each seeding season as follows:

<u>Name of Seed</u>	<u>September through February</u>
Annual Rye/Bermuda Grass/Bahia mix, min. purity 97%, min. germination 85%	Total Seed 65 lb
<u>Name of Seed</u>	<u>March through August</u>
Brown top millet/Bermuda Grass/Bahia mix, purity 98%, min. germination 85%	Total Seed 30 lb

Delete Section 627 and substitute the following:

**Section 627.—SOD**

**Description**

**627.01** This work consists of establishing a stand of grass within the specified areas, by furnishing and placing sod, and rolling, fertilizing, watering, and maintaining the sodded areas to ensure a healthy stand of grass.

**Material**

**627.01** Conform to the following Subsections:

Sod	713.10
Fertilizer, Type I	713.03
Water	725.01

**Construction Requirements**

**627.03 Preparation of Ground.** Spread an initial application of fertilizer of 265 pounds per

acre of 16-4-8. Scarify or loosen the areas requiring sod to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the CO may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

**627.04 Placing Sod.** Place sod immediately after ground preparation. Do not use sod which has been cut for more than 72 hours. Stack all sod that is not planted within 24 hours after cutting and maintain proper moist condition.

Do not sod when weather and soil conditions are unsuitable for proper results. Pre-wet the area prior to placing sod. Do not place sod on eroded or washed out sites.

Place the sod on the prepared surface, with edges in close contact, and embed firmly and smoothly by light tamping with appropriate tools.

Place the sod to the edge of all the paving and shrub areas and 1 inch below adjoining pavement with an even surface and edge. Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.

Roll using a lightweight turf roller. Provide a true and even surface without any displacement of the sod or deformation.

Where sodding in drainage ditches, stagger the setting of the sod pieces to avoid a continuous seam along the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a featheredge effect.

Peg sod at locations where the sod may slide. Drive pegs through sod blocks into firm earth, at intervals approved by the CO.

Remove any sod as directed by the CO.

**627.05 Watering.** Thoroughly water the sod immediately after placing. Do not water in excess of 1 inch per week for establishment.

**627.06 Maintenance.** Maintain the sodded areas in a satisfactory condition until final acceptance of the project. Include in such maintenance the filling, leveling, and repairing of any washed or eroded areas, as may be necessary.

Mow the sodded areas to a height of 6 inches when competing vegetation height exceeds 20 inches in height.

Monitor placed sod for growth of pest plants and noxious weeds. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod, treat affected areas by means acceptable to the CO at no expense to the Government. If pest plants and/or noxious weeds manifest themselves after 30 days from date of placement of sod, the CO will determine if

treatment is required and whether or not the Contractor will be compensated for such treatment.

**627.07 Acceptance.** Material for sodding will be evaluated under Subsections 106.02 and 106.03.

Sod placement will be evaluated under Subsections 106.02 and 106.04.

### **Measurement**

**627.08** Measure the Section 627 items listed in the bid schedule according to Subsection 109.02.

### **Payment**

**627.09** The accepted quantities will be paid at the contract price per unit of measurement for the Section 627 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

### **Section 633.—PERMANENT TRAFFIC CONTROL**

633.01. Delete the second paragraph and substitute the following:

Sign panels are designated as plywood, aluminum, extruded aluminum, steel, plastic, or fiberglass reinforced plastic.

633.03. Add the following:

Paint supports, backs and edges of sign panels with Benjamin Moore, Moorgard, exterior latex low luster paint, Federal Standard 595B Color No. 20059 (brown), or approved equal.

Furnish aluminum sign panels.

Furnish wood, aluminum, galvanized steel, or corrosion resistant steel posts.

633.05. Add the following after the first sentence of the first paragraph:

For all legends on guide signs, use ASTM Type VIII, IX, X, or 3M DG3 retroreflective sheeting.

### **Section 635.—TEMPORARY TRAFFIC CONTROL**

635.02. Delete the Construction sign panels Section reference and substitute the following:

Construction sign panels	633.02
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635.03. Add the following:

For all signs and other devices requiring orange color, use fluorescent orange, fluorescent red-orange or fluorescent yellow-orange color.

635.03(i). Add the following:

Submit a certification that the devices have been successfully crash tested to meet the requirements of NCHRP 350 and/or have been accepted by the FHWA.

635.07. Delete the last sentence of the first paragraph and substitute the following:

Remove or completely cover all unnecessary signs, or signs that conflict with the construction signing or Traffic Control Plan. Cover signs that are not removed so that no part of the covered sign is visible to traffic. Provide sign covers for temporary signs meeting the following requirements:

- (a) Large enough to completely cover the sign.
- (b) Easy to attach to and remove from the sign without damaging the sign face. Do not use adhesives, glues, tapes, or mechanical fasteners that mar the sign face.
- (c) Black, non-reflective, and opaque.
- (d) Made of plywood (minimum of 3/8-inches thick), aluminum (minimum of 0.040 inches thick), or sheet metal of a sufficient thickness that the covering will not be lifted, bent or damaged by wind.
- (e) Durable enough to resist deterioration due to weathering and atmospheric conditions for the duration of the project.

635.11. Add the following after the second sentence of the first paragraph:

Use temporary barriers that meet test level (TL-3) criteria, per NCHRP Report 350 for crashworthiness standards.

635.11. Delete the second paragraph and substitute the following:

Mount flexible plastic 6-inch by 6-inch delineators with Type III or IV retroreflective sheeting to the top of concrete barriers on 25-foot centers. Furnish white sheeting when the delineator is to

the right of traffic and yellow when to the left.

635.19. Delete the first sentence of the first paragraph and substitute the following:

Install an FHWA-approved temporary crash cushion conforming to test level (TL-3) criteria, per NCHRP Report 350 for crashworthiness standards.

635.21. Add the following:

Secure the temporary chain link fence during non-working hours.

Delete Section 637 and substitute the following:

### **Section 637.—FACILITIES AND SERVICES**

#### **Description**

**637.01** This work consists of providing and maintaining cellular telephones and service for the use of Government personnel.

#### **Construction Requirements**

**637.02 General.** Provide the cellular telephones and service 14 days before work begins and ending 21 days after final acceptance. Phones remain property of the Contractor upon completion of contract.

**637.03 Cellular Telephones.** Provide two durable, hand held digital/cellular wireless telephone(s), manufactured by Motorola/Nextel, or approved equal, for the use of the CO. Furnish cellular telephone(s) that are similar or compatible with the Contractor's key field personnel (Project Superintendent, and Traffic Control Supervisor) to enable the direct communication between the CO and the Contractor's key field personnel. Furnish each cellular telephone(s) with the following minimum capabilities:

- (a) Direct Connect feature, or equivalent, to communicate onsite with Contractor's key field personnel;
- (b) Voicemail capable of answering, recording, storing, and playing back messages at least 30 minutes in length;
- (c) Hands free device that can be used safely and effectively while driving, and is acceptable by the local law enforcement agencies;

(d) Customized communication configuration, independent of the other units, so that the CO may limit any features if necessary;

(e) Carrying case that can be worn on the belt and is appropriate for use on construction projects; and

(f) Other necessary cellular telephone accessories including a cigarette lighter power adapter/charger.

The cellular telephone plan shall provide the necessary amount of monthly Direct Connect airtime and monthly Digital/Cellular airtime for use on the project. Ensure that each unit has unlimited Direct Connect capabilities and each unit is equipped with a minimum of 600 minutes per month of local and long distance airtime for official business only.

If any equipment supplied becomes defective, is stolen, or for any other reason does not function as intended, replace the equipment with an equal or better unit at no additional cost to the Government. Replace any defective equipment within eight hours after being notified by the CO.

The Contractor will retain ownership of all equipment supplied by the Contractor. The CO will notify the Contractor when the equipment is no longer needed and request its removal.

**637.04 Acceptance.** Cellular telephones and service will be evaluated under Subsection 106.02.

### **Measurement**

**637.05** Measure the Section 637 items listed in the bid schedule according to Subsection 109.02.

### **Payment**

**637.04** The accepted quantities will be paid at the contract price per unit of measurement for the Section 637 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Progress payments for cellular telephone service will be made as follows:

(a) 60 percent of the item amount will be paid after the cellular phone is accepted for occupancy.

(b) Payment of the remaining 40 percent of the item amount will be paid after final acceptance or when CO determines the cellular phone service is no longer needed.

**Section 703.—AGGREGATE**

703.02. Add the following:

Gravel will not be permitted.

703.05(a). Add the following:

Material shall have a minimum California Bearing Ratio of 70 percent as determined by AASHTO T 193 at 95 percent of maximum dry density in accordance with AASHTO T 180 (Method D).

703.05(a). Delete items (3) and (4).

703.05(b). Add the following:

**(3)** Plasticity Index, AASHTO T90 3 Max

703.05(b). Add the following:

Material shall have a minimum California Bearing Ratio of 70 percent as determined by AASHTO T 193 at 95 percent of maximum dry density in accordance with AASHTO T 180 (Method D).

703.05(b)(1). Add the following:

At the option of the Contractor, the gradation only of the aggregate base may conform to the requirements of Florida Department of Transportation.

703.07(a). Delete item (4).

703.07(b). Delete item (1).

**Section 704.—SOIL**

704.04. Delete item (a) and substitute the following:

(a) Gradation

Table 704-6

704.04. Add the following:

**Table 704-6**

**Structural Backfill Gradation**

<b>Sieve Size</b>	<b>Percent by Mass Passing Designated Sieve (AASHTO T 27 &amp; T 11)</b>
2 inch	100
No. 4	30-100
No. 50	10-60
No. 200	5-20

704.06(a). Delete the entire text and substitute the following:

(a) Maximum particle size

6 inches

**Section 709.—REINFORCING STEEL AND WIRE ROPE**

709.01(b). Delete this Subsection and substitute the following:

**(b) Reinforcing bars.** Furnish deformed, grade 60 bars conforming to AASHTO M 31.

709.01(d). Delete this Subsection and substitute the following:

**(d) Tie bars.** Furnish deformed, grade 60 bars conforming to AASHTO M 31.

709.01(e). Delete the first sentence of text and substitute the following:

Furnish plain, grade 60 bars conforming to AASHTO M 31 with M14 rolled threads or M16 cut threads.

709.01. Add the following:

**(m) Spiral Reinforcement.** Conform to AASHTO M 32, or to the strength and elongation requirements of AASHTO M 31, Grade 60.

### Section 713.—ROADSIDE IMPROVEMENT MATERIAL

713.03. Add the following:

Furnish fertilizer containing the following minimum available nutrients, unless soil analysis indicates higher concentrations are required:

Total nitrogen	12 percent
Available phosphoric acid	8 percent
Water-soluble potash	8 percent

713.10. Delete this Subsection and add the following:

**713.10 Sod.** Unless a particular type of sod is called for, sod may be of either centipede, bahia grass, or Bermuda grass at the Contractor's option. It shall be well matted with roots. The sod shall be taken up in commercial-size rectangles, or rolls, preferably 12 inches by 24 inches or larger, except where 6-inch strip sodding is called for, or as rolled sod at least 12 inches in width and length consistent with the equipment and methods used to handle the rolls and place the sod. Sod shall be a minimum of 1 1/4 inch thick including a 3/4 inch thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable within a period of three months from installation. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be free of noxious weeds and seeds. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The source of the sod may be inspected and approved by the CO prior to being cut for use in the work. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.

Approved devices, such as sod cutters, shall be used for cutting the sod and due care shall be exercised to retain the native root soil intact.

No sod which has been cut for more than 72 hours may be used unless specifically authorized. A letter of certification from the grassing Contractor as to when the sod was cut, and what type shall be provided to the CO upon delivery of the sod to the job site.

The Contractor shall comply with all current restrictions in regard to movement of sod and mulch material, into or within areas which are outside of quarantine boundaries for the white fringed beetle, witchweed, and West Indian sugar cane borer weevil, as issued by the Division of Plant Industry, Florida Department of Agriculture and the Animal and Plant Health Inspection Services, U.S. Department of Agriculture.

**Section 714.—GEOTEXTILE AND GEOCOMPOSITE DRAIN MATERIAL**

714.01. Add the following:

Use only woven polypropylene fabrics that are inert to biological degradation and resistance to commonly encountered chemicals, alkalis and acids for reinforcement geotextiles.

**Section 717.—STRUCTURAL METAL**

717.01 Add the following:

(f) Anchor bolts, nuts, and washers for expansion joints. Stainless steel conforming to ASTM A 276, Type 304.



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

March 21, 2008

Kevin Rose  
Federal Highway Administration, Easter Federal Lands Highway Division  
21400 Ridgetop Circle  
Sterling, VA 20166

RE: **Facility ID: FLR10GS88**  
FWS-FLP 10(1)  
County: Collier

RECEIVED  
2008 MAR 25 PM 1:03  
EASTERN FEDERAL LANDS  
MANAGEMENT DIVISION

Dear Permittee:

The Florida Department of Environmental Protection has received and processed your *Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities* (NOI) and the accompanying processing fee. This letter acknowledges that:

- your NOI is complete;
- your processing fee is paid-in-full; and
- you are covered under the *Generic Permit for Stormwater Discharge from Large and Small Construction Activities* (CGP), DEP Document No. 62-621.300(4)(a).

Your project identification number is **FLR10GS88**. Please include this number on all future correspondence to the Department regarding this permit.

This letter is not your permit. A copy of your permit, i.e., the CGP, is available online at [www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf](http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf) or by contacting the NPDES Stormwater Notices Center.

Your permit coverage became effective **March 14, 2008** and will expire **March 13, 2013**. To terminate your coverage prior to this expiration date, you must file a *National Pollutant Discharge Elimination System (NPDES) Stormwater Notice of Termination*, DEP Form 62-621.300(6) (NOT). An NOT must be filed within 14 days of either (a) your final stabilization of the site or (b) your relinquishment of control of the construction activities to a new operator. To renew your coverage beyond the expiration date, you

Facility ID: FLR10GS88

Page 2

March 21, 2008

must submit a new NOI and processing fee to the Department no later than two days before coverage expires.

Until your permit coverage is terminated, modified, or revoked, you are authorized to discharge stormwater from the construction site referenced in your NOI to surface waters in accordance with the terms and conditions of the CGP. Some key conditions of the CGP are:

- implementation of your stormwater pollution prevention plan (SWPPP);
- conducting and documenting routine inspections; and
- retaining the records required by the permit (including your SWPPP) at the construction site or the alternate location specified in your NOI.

If you have any questions concerning this acknowledgment letter, please contact the NPDES Stormwater Notices Center at (866) 336-6312 or (850) 297-1232.

#### CERTIFICATE OF SERVICE

THE UNDERSIGNED HEREBY CERTIFIES that the foregoing acknowledgment of coverage under the Construction Generic Permit Rule 62-621.300(4), F.A.C., was mailed by Science Applications International Corporation, working under FDEP Contract Number WM908, on behalf of the Florida Department of Environmental Protection, on the date indicated below via the United States Postal Service.

Name: Marie Brooks Date: 3/21/2008

State of Florida  
Department of Environmental Protection

Generic Permit

For

Stormwater Discharge from Large and Small Construction Activities

May 2003

This permit is issued under the provisions of Section 403.0885, Florida Statutes, and applicable rules of the Florida Administrative Code pursuant to the Department's federally-approved National Pollutant Discharge Elimination System (NPDES) stormwater regulatory program. Stormwater discharge associated with large construction activity, as defined at 40 CFR Part 122.26(b)(14)(x) and herein, is regulated pursuant to Section 402(p)(2) of the federal Clean Water Act (CWA). Stormwater discharge associated with small construction activity, as defined at 40 CFR 122.26(b)(15) and herein, is regulated pursuant to Section 402(p)(6) of the CWA. This permit constitutes authorization to discharge stormwater associated with large and small construction activities to surface waters of the State, including through a Municipal Separate Storm Sewer System (MS4). Until this permit is terminated, modified, or revoked, permittees that have properly obtained coverage under this permit are authorized to discharge to surface waters of the State, including through an MS4, in accordance with the terms and conditions of this permit.

## Part I. General Provisions

### A. Applicability and Coverage

1. Federal law prohibits the point source discharge of pollutants, including the discharge of stormwater associated with large or small construction activities pursuant to 40 CFR Part 122 and as defined in Part II of this permit, to waters of the United States without a National Pollutant Discharge Elimination System (NPDES) permit. Under the State of Florida's authority to administer the NPDES stormwater program at 403.0885, F.S., operators that have stormwater discharge associated with large or small construction activities to surface waters of the State, including through a Municipal Separate Storm Sewer System (MS4), must obtain coverage either under a generic permit issued pursuant to Chapter 62-621, F.A.C., or an individual permit issued pursuant to Chapter 62-620, F.A.C.

2. Coverage under this generic permit is available for stormwater discharges from large and small construction activities to surface waters of the State as defined in Section 403.031, F.S., including stormwater discharges associated with construction activity to surface waters of the State through an MS4.

3. This generic permit does not constitute authorization under Part IV of Chapter 373, F. S., for the construction, alteration, operation, maintenance, abandonment, or removal of any stormwater management system, dam, impoundment, reservoir, or appurtenant work or works, including dredging or filling, in, on or over wetlands and other surface waters, as determined by the methodology authorized in Subsection 373.421(1), F. S.

4. This generic permit authorizes the discharge of stormwater associated with construction activity under the State's federally-approved NPDES stormwater program only and does not supercede the requirement to obtain a stormwater discharge permit under Chapter 62-25, F.A.C.; environmental resource permit (ERP) under Part IV, Chapter 373, F.S.; stormwater discharge permit from a Department-approved delegated local government; or any other required federal, state, or local government permit.

### B. Eligibility

1. This permit authorizes the discharge of stormwater associated with large and small construction activity, as defined in Part II of this permit, occurring after the effective date of this permit.

2. This permit authorizes stormwater discharge associated with construction activity that is mixed with stormwater discharges associated with industrial activity other than construction, where:

a. the industrial source other than construction is located on the same site as the construction activity;

b. stormwater discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and

c. stormwater discharges associated with industrial activity from the areas of the site where industrial activity other than construction are occurring are in compliance with the terms of a different generic permit (e.g., Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity) or individual permit authorizing such discharges.

3. Limitations on Coverage. The following stormwater discharges from construction sites are not authorized by this permit:
  - a. stormwater discharges that originate from the site after construction activities have been completed and the site has undergone final stabilization;
  - b. discharges that are mixed with sources of non-stormwater, other than discharges identified in Part IV.A.3. of this permit;
  - c. stormwater discharge associated with construction activity that is covered under an existing generic or individual permit. Such discharges may be authorized under this permit after the existing individual permit or generic permit term of coverage expires, provided the existing permit did not establish numeric limitations for such discharges; or
  - d. stormwater discharge associated with construction activity that the Department has determined to be or may reasonably be expected to be causing or contributing to a violation of a surface water quality standard.

### C. Obtaining Authorization

1. In order for stormwater discharge associated with construction activity to be authorized under this generic permit, an operator must:
  - a. Meet the eligibility requirements in Part I.B. of this permit;
  - b. Develop and implement a stormwater pollution prevention plan (SWPPP) in accordance with the requirements of Part V of this permit; and
  - c. Submit a completed Notice of Intent (NOI) in accordance with the requirements of Part III. of this permit, including submittal of the appropriate processing fee as established in Rule 62-4.050(4)(d), F.A.C.
2. The Department may deny coverage under this permit or require submittal of a revised NOI based on the Department's determination that the NOI is incomplete, the permit fee has not been paid, or the submittal otherwise is not in accordance with the requirements of this generic permit.

## Part II. Definitions

For the purposes of this generic permit, the following definitions shall apply, unless otherwise indicated:

1. "Best Management Practices" or "BMPs" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of surface waters. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
2. "Construction Activity" means the act or process of developing or improving land which involves the disturbance of soils and includes clearing, grading, and excavation.
3. "Commencement of Construction" means the initial disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.
4. "Department" or "DEP" means the Florida Department of Environmental Protection.
5. "Final Stabilization" means that all soil disturbing activities at the site have been completed, and that a uniform (e.g., evenly distributed, without large bare areas) perennial

vegetative cover with a density of at least 70% for all unpaved areas and areas not covered by permanent structures has been established or equivalent permanent stabilization measures (e.g., geotextiles) have been employed.

6. "Large Construction Activity" means construction activity that results in the disturbance of five (5) or more acres of total land area. Large construction activity also includes the disturbance of less than five acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb five acres or more.

7. "Municipal Separate Storm Sewer System" or "MS4" means a large, medium, or small MS4 as defined in Chapter 62-624, F.A.C.

8. "NOI" means notice of intent to be covered by this permit (see Part III of this permit.)

9. "NOT" means notice of termination (see Part VIII of this permit).

10. "NPDES" means the Department's federally-approved National Pollutant Discharge Elimination System program.

11. "Operator" means the person, firm, contractor, public organization, or other legal entity that owns or operates the construction activity and that has authority to control those activities at the project necessary to ensure compliance with the terms and conditions of this permit.

12. "Qualified Inspector" means a person that:

a. has successfully completed and met all requirements necessary to be fully certified through the DEP Stormwater, Erosion, and Sedimentation Control Inspector Training Program;

b. has successfully completed an equivalent formal training program; or

c. that is qualified by other training or practical experience in the field of stormwater pollution prevention and erosion and sedimentation control.

13. "Small Construction Activity" means construction activity that results in the disturbance of equal to or greater than one (1) acre and less than five (5) acres of total land area. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than one acre and less than five acres.

14. "Stormwater" means the flow of water which results from, and which occurs immediately following, a rainfall event.

15. "Stormwater discharge associated with construction activity" means the discharge of stormwater from large or small construction activities, including areas where soil disturbing activities; construction materials handling or storage; or, equipment storage or maintenance are located.

16. "Surface Waters of the State" means those surface waters that are defined in section 403.031, F. S.

17. "Water Management District" or "WMD" means the Northwest Florida Water Management District, the Suwannee River Water Management District, the St. Johns River Water Management District, the Southwest Florida Water Management District, or the South Florida Water Management District.

### **Part III. Notice of Intent Requirements**

#### **A. Deadlines for Notification.**

DEP Document No. 62-621.300(4)(a)  
Effective May 1, 2003

1. Operators seeking coverage under this generic permit to authorize stormwater discharge associated with construction activity for new large or small construction activities, for which commencement of construction begins after the effective date of this permit, shall file an NOI for coverage under this permit at least two (2) days before commencement of construction.

2. Operators of small construction activity, where commencement of construction occurred prior to the effective date of this permit, seeking coverage under this permit to authorize stormwater discharge associated with construction activity after the effective date of this permit shall file an NOI for coverage within 31 days of the effective date of this permit.

3. Permittees that previously obtained coverage under the State of Florida Generic Permit for Construction Activities That Disturb Five or More Acres of Land, issued and effective October 22, 2000, for large construction activity shall remain covered under that generic permit until permit coverage is terminated, revoked, or the permittee's five year term of coverage expires. Permittees covered under the October 2000 generic permit indicated above that will have stormwater discharge associated with construction activity beyond their initial five year term of coverage under the October 2000 generic permit shall submit an NOI for coverage under this generic permit at least two (2) days before expiration of coverage under the October 2000 generic permit.

4. For construction activities where the operator changes, the new operator shall file an NOI for coverage under this permit at least two (2) days before assuming control of the project and the previous operator shall file an NOT to terminate permit coverage in accordance with Part VIII of this permit.

#### B. Contents of Notice of Intent.

1. In order to obtain coverage under this permit, an operator of the stormwater discharge associated with construction activity shall submit a completed Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), effective May 1, 2003, including the applicable permit processing fee as specified in Rule 62-4.050(4)(d), F.A.C. By completing, signing, and submitting an NOI, the operator is certifying that they meet all eligibility requirements of this permit and are informing the Department of their intent to be covered by, and comply with, the terms and conditions of this generic permit. The Notice of Intent shall be signed in accordance with Part VII.C. of this permit by the operator.

#### C. Where to Submit.

1. NOIs are to be submitted to the following address:

NPDES Stormwater Notices Center, MS# 2510  
Florida Department of Environmental Protection  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

2. A copy of the NOI or letter from DEP confirming coverage under this generic permit shall be posted at the construction site in a prominent place for public viewing (such as alongside a building permit).

D. Additional Notification.

1. Projects that discharge stormwater associated with construction activity to a municipal separate stormwater system (MS4) shall submit a copy of the NOI to the operator of the MS4.

E. Period of Coverage

1. Coverage under this generic permit is effective two (2) days after the date of submittal of a complete NOI to the Department.

2. Coverage under this generic permit is limited to a term not to exceed five years from the effective date of coverage.

F. Permit Coverage Renewal

1. If the project will continue to have stormwater discharge associated with construction activity beyond the initial five year term of coverage, the operator shall submit a new NOI at least two (2) days before expiration of the current term of coverage under this permit.

**Part IV. Special Conditions, Management Practices, and Other Non-numeric Limitations**

A. Prohibition on Non-stormwater Discharges.

1. Except as provided in paragraphs I.B.2. and IV.A.3., all discharges covered by this permit shall be composed entirely of stormwater associated with construction activity.

2. Except as specified in IV.A.3. below, discharges of material other than stormwater associated with construction activity must be in compliance with a Department permit (other than this permit) issued for the discharge, or be exempt therefrom.

3. The following non-stormwater discharges may be authorized by this permit provided the non-stormwater component of the discharge is in compliance with paragraph V.D.5.: discharges from fire fighting activities; fire hydrant flushings; waters used to spray off loose solids from vehicles (wastewaters from a more thorough cleaning, including the use of detergents or other cleaners is not authorized by this part) or control dust in accordance with Part V.D.2.c.(2); potable water sources including waterline flushings; irrigation drainage; routine external building washdown which does not use detergents; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs; and foundation or footing drains where flows are not contaminated with process materials such as solvents.

4. Discharges resulting from ground water dewatering activities at construction sites are not covered by this permit. Applicants for these discharges must obtain coverage under the Department's Generic Permit for the Discharge of Produced Ground Water from any Non-contaminated Site Activity pursuant to Rule 62-621.300(2), F.A.C.

## B. Releases in Excess of Reportable Quantities.

1. The discharge of hazardous substances or oil in the stormwater discharge(s) from a facility or activity shall be prevented or minimized in accordance with the applicable stormwater pollution prevention plan for the facility or activity. This permit does not relieve the operator of the reporting requirements of 40 CFR part 117 and 40 CFR part 302. Where a release containing a hazardous substance in an amount equal to or in excess of a reporting quantity established under either 40 CFR 117 or 40 CFR 302, occurs during a 24 hour period:

a. The operator is required to notify the State Warning Point (800-320-0519 or 850-413-9911) as soon as he or she has knowledge of the discharge;

b. The operator shall submit within 14 calendar days of knowledge of the release a written description of: the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and remedial steps to be taken, to the Florida Department of Environmental Protection, NPDES Stormwater Section, Mail Station 2500, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400; and

c. The stormwater pollution prevention plan required under Part V of this permit must be modified within 14 calendar days of knowledge of the release to: provide a description of the release, the circumstances leading to the release, and the date of the release. In addition, the plan must be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.

2. This permit does not authorize the discharge of hazardous substances or oil resulting from an on-site spill.

## Part V. Stormwater Pollution Prevention Plan

A. A stormwater pollution prevention plan shall be developed and implemented for each construction site covered by this permit. Stormwater pollution prevention plans shall be prepared in accordance with good engineering practices. Equivalent erosion and sediment control plans prepared as a permit requirement under Part IV, Chapter 373, F.S., or Chapter 62-25, F.A.C., may serve as the pollution prevention plan provided all of the elements of this section are included in such an alternative plan. The plan shall identify potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharge associated with construction activity. In addition, the plan shall describe and ensure the implementation of best management practices which will be used to reduce the pollutants in stormwater discharge associated with construction activity and to assure compliance with the terms and conditions of this permit. Facilities must implement the provisions of the stormwater pollution prevention plan required under this part as a condition of this permit. Failure to develop and implement a stormwater pollution prevention plan in accordance with the requirements of this part shall be deemed a violation of this permit and may result in enforcement action.

## B. Deadlines for Plan Preparation and Compliance.

1. The pollution prevention plan shall:

DEP Document No. 62-621.300(4)(a)  
Effective May 1, 2003

- a. Be completed (including certification by the operator in accordance with Part VII.C.) prior to the submittal of an NOI to be covered under this permit and updated as appropriate;
- b. The plan shall provide for compliance with the terms and schedule of the plan beginning with the initiation of construction activities.

#### C. Keeping Plans Current.

1. The permittee shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to surface waters of the State or an MS4, including the addition of or change in location of stormwater discharge points, and which has not otherwise been addressed in the plan. The permittee also shall amend the plan if it proves to be ineffective in eliminating or significantly minimizing pollutants from sources identified under Part V.D.1. of this permit, or in otherwise achieving the general objectives of controlling pollutants in stormwater discharge associated with construction activity. In addition, the plan shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the stormwater pollution prevention plan (see Part V.D.6.). Amendments to the plan shall be prepared, signed, dated, and kept as attachments to the original plan.

#### D. Contents of Plan.

1. Site Description. Each plan shall provide a description of pollutant sources and other information as indicated:
  - a. A description of the nature of the construction activity;
  - b. A description of the intended sequence of major activities which disturb soils for major portions of the site (e.g. grubbing, excavation, grading);
  - c. Estimates of the total area of the site and the total area of the site that is expected to be disturbed by excavation, grading, or other construction activities;
  - d. Existing data describing the soil or the quality of any discharge from the site and an estimate of the size of the drainage area for each discharge point;
  - e. A site map indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of soil disturbance, an outline of areas which may not be disturbed, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters, wetlands, and locations where stormwater is discharged to a surface water or MS4; and,
  - f. The latitude and longitude of each discharge point and the name of the receiving water(s) for each discharge point.

2. Controls. Each plan shall include a description of appropriate controls, BMPs, and measures that will be implemented at the construction site. The plan shall clearly describe for each major activity identified in Part V.D.1.b. appropriate control measures and the timing during the construction process that the measures will be implemented. For example, perimeter controls for one portion of the site will be installed after the clearing and grubbing necessary for installation of the measure, but before the clearing and grubbing for the remaining portions of the site. Perimeter controls shall be actively maintained until final stabilization of those portions of the site upward of the perimeter control. Temporary perimeter controls shall be removed after final stabilization. All controls shall be consistent with the performance standards for erosion and sediment control and

stormwater treatment as set forth in Rule 62-40.432, F.A.C., the applicable stormwater or environmental resource permitting requirements of the DEP or appropriate WMD, and the guidelines contained in the Florida Development Manual: A Guide to Sound Land and Water Management (DEP, 1988) and any subsequent amendments.

a. Erosion and Sediment Controls.

(1) Stabilization Practices. Each plan shall provide a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site and when stabilization measures are initiated shall be included in the plan. Stabilization measures shall be initiated as soon as practicable, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased.

(2) Structural Practices. Each plan shall include a description of structural practices, to divert flows from exposed soils, store flows, retain sediment on-site, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins. Structural BMPs shall be placed on upland soils unless a State of Florida wetland resource management permit or environmental resource permit issued pursuant to Chapter 373, F.S., and applicable regulations of the DEP or WMD authorize otherwise.

(3) Sediment Basins.

(a) For drainage basins with 10 or more disturbed acres at one time, a temporary (or permanent) sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent control measures, shall be provided where attainable until final stabilization of the site. The 3,600 cubic feet of storage area per acre drained does not apply to flows from offsite areas and flows from onsite areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin. For drainage basins with 10 or more disturbed acres at one time and where a temporary sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent controls is not attainable, a combination of smaller sediment basins and/or sediment traps and other BMPs should be used. At a minimum, silt fences, or equivalent sediment controls are required for all sideslope and downslope boundaries of the construction area.

(b) For drainage basins of less than 10 acres, sediment basins and/or sediment traps are recommended but not required. At a minimum, silt fences or equivalent sediment controls are required for all sideslope and downslope boundaries of the construction area.

(c) Areas that will be used for permanent stormwater infiltration treatment (e.g., stormwater retention ponds) should not be used for temporary sediment basins unless appropriate measures are taken to assure removal of accumulated fine sediments, which may cause premature clogging and loss of infiltration capacity, and to avoid excessive compaction of soils by construction machinery or equipment.

b. Permanent Stormwater Management Controls.

Each plan shall include a description of stormwater management controls or BMPs (e.g., stormwater detention or retention systems, vegetated swales, velocity dissipation devices at discharge points) that will be installed during the construction process to control pollutants in stormwater discharges that will occur during construction and after construction operations have been completed. This generic permit only addresses the installation of stormwater management controls and not the ultimate operation and maintenance of such controls after the construction activities have been completed and the site has undergone final stabilization. Under this generic permit, permittees are only responsible for the installation and maintenance of stormwater management BMPs prior to final stabilization of the site, and are not responsible for maintenance after stormwater discharges associated with construction activity have been eliminated from the site. However, all stormwater management systems and BMPs shall be operated and maintained in perpetuity after final stabilization in accordance with requirements set forth in the State of Florida stormwater or environmental resource permit issued under Chapter 62-25, F.A.C., or Part IV, Chapter 373, F.S.

c. Controls for Other Potential Pollutants.

(1) Waste Disposal. The plan shall assure that waste, such as discarded building materials, chemicals, litter, and sanitary waste are properly controlled in accordance with all applicable state, local, and federal regulations. This permit does not authorize the discharge of solid materials, including building materials, to surface waters of the State or an MS4.

(2) The plan shall assure that off-site vehicle tracking of sediments and the generation of dust is minimized.

(3) The plan shall be consistent with applicable State and local waste disposal, sanitary sewer or septic system regulations.

(4) The plan shall address the proper application rates and methods for the use of fertilizers, herbicides and pesticides at the construction site and set forth how these procedures will be implemented and enforced. Nutrients shall be applied only at rates necessary to establish and maintain vegetation.

(5) The plan shall ensure that the application, generation, and migration of toxic substances is limited and that toxic materials are properly stored and disposed.

3. Maintenance. The plan shall include a description of procedures that will be followed to ensure the timely maintenance of vegetation, erosion and sediment controls, stormwater management practices, and other protective measures and BMPs so they will remain in good and effective operating condition.

4. Inspections. A qualified inspector (provided by the operator) shall inspect all points of discharge into surface waters of the State or an MS4; disturbed areas of the construction site that have not been finally stabilized; areas used for storage of materials that are exposed to precipitation; structural controls; and, locations where vehicles enter or exit the site, at least once every seven calendar days and within 24 hours of the end of a storm that is 0.50 inches or greater as follows:

a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the stormwater system. The stormwater management system and erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion and sediment control and stormwater treatment measures are effective in preventing or minimizing the discharge of

pollutants, including retaining sediment onsite pursuant to Rule 62-40.432, F.A.C. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.

b. Based on the results of the inspection, all maintenance operations needed to assure proper operation of all controls, BMPs, practices, or measures identified in the stormwater pollution prevention plan shall be done in a timely manner, but in no case later than 7 calendar days following the inspection. If needed, pollution prevention controls, BMPs, and measures identified in the plan shall be revised as appropriate, but in no case later than 7 calendar days following the inspection. Such modifications shall provide for timely implementation of any changes to the plan within 7 calendar days following the inspection.

c. A report summarizing the scope of the inspection; name(s) and qualifications of personnel making the inspection; the date(s) of the inspection; rainfall data; major observations relating to the implementation of the stormwater pollution prevention plan; and actions taken in accordance with paragraph V.D.4.b. of this permit, shall be made and retained, in accordance with Part VI of this permit, as part of the stormwater pollution prevention plan. Such reports shall identify any incidents of non-compliance. Where a report does not identify any incidents of non-compliance, the report shall contain a certification that the facility is in compliance with the stormwater pollution prevention plan and this permit. The report shall be signed in accordance with Part VII.C of this permit.

5. Non-Stormwater Discharges. Except for flows from fire fighting activities, sources of non-stormwater listed in Part IV.A.3 of this permit that are combined with stormwater discharges associated with construction activity must be identified in the plan. The plan shall identify and ensure the implementation of appropriate pollution prevention and treatment measures for the non-stormwater component(s) of the discharge.

6. Contractor/Subcontractor Certification.

a. The stormwater pollution prevention plan must clearly identify, for each measure identified in the plan, the contractor(s) and/or subcontractor(s) that will implement the measure. All contractors and subcontractors identified in the plan must sign a copy of the certification statement in Part V.D.6.b. of this permit. All certifications must be included in the stormwater pollution prevention plan.

b. Certification Statement for Contractors/Subcontractors. All contractors and subcontractors identified in a stormwater pollution prevention plan in accordance with Part V.D.6.a. of this permit shall sign a copy of the following certification statement before conducting any activities at the site:

"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."

The certification must include the name and title of the person providing the signature in accordance with Part VII.C of this permit; the name, address and telephone number of the contracting firm; and the date the certification is made.

## **Part VI. Retention of Records**

A. The permittee shall retain copies of stormwater pollution prevention plans and all reports required by this permit, and records of all data used to complete the Notice of Intent to be covered by this permit, for a period of at least three years from the date that the site is finally stabilized.

B. The permittee shall retain a copy of the stormwater pollution prevention plan and all reports, records and documentation required by this permit at the construction site, or an appropriate alternative location as specified in the NOI, from the date of project initiation to the date of final stabilization.

## **Part VII. Standard Permit Conditions**

A. Any permit noncompliance constitutes a violation of Section 403.0885, F. S. and is grounds for enforcement action; for permit coverage termination, or revocation; or for denial of permit coverage renewal.

B. All of the general conditions listed in Rule 62-621.250, F.A.C., are adopted herein by reference.

C. Signatory Requirements.

1. All Notices of Intent, Notices of Termination, stormwater pollution prevention plans, reports, certifications or information either submitted to the Department or the operator of a municipal separate storm sewer system, or that this permit requires be maintained by the permittee, shall be signed as set forth in Rule 62-620.305, F.A.C.

2. Inspection reports prepared pursuant to Part V.D.4.c. of this permit shall be signed by the qualified inspector that prepared them as well as by a responsible authority for the operator as specified in Part VII.C.1. above.

3. Any person signing documents under this permit, except contractor/subcontractor certifications under Part V.D.6., shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

## **Part VIII. Termination of Coverage**

A. Notice of Termination.

1. Where a site has been finally stabilized (see Part II for the definition of final stabilization) and all stormwater discharges authorized by this permit are eliminated, the permittee shall submit a completed Notice of Termination (DEP Form 62-621.300(6)), signed in accordance

DEP Document No. 62-621.300(4)(a)  
Effective May 1, 2003

with Part VII.C. of this permit, within 14 days of final stabilization of the site to terminate coverage under this permit.

2. Elimination of stormwater discharges associated with construction activity means that all disturbed soils at the site have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time, or that all stormwater discharges associated with construction activity from the site that are authorized by this generic permit have otherwise been eliminated.

3. For construction activities where the operator changes, the existing operator shall file an NOT in accordance with this Part within 14 days of relinquishing control of the project to a new operator.

#### B. Where to Submit.

1. A permittee shall submit a Notice of Termination to the following address:

NPDES Stormwater Notices Center, MS# 2510  
Florida Department of Environmental Protection  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

2. Projects that discharged stormwater associated with construction activity to a municipal separate storm sewer system (MS4) shall submit a copy of the NOT to the operator of the MS4.

### **62-621.250 General Conditions.**

Unless stated otherwise in this chapter, all permits listed in this chapter are subject to the conditions in subsections 62-620.610(1)-(5), (7), (9)-(10), (13)-(15), (17)-(18), and (20)-(23), F.A.C. Additionally, the following conditions apply:

(1) When requested by the Department, the permittee shall provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating coverage under this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be submitted or corrections reported to the Department within 10 days of discovery.

(2) Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit coverage, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

(3) The use of generic permits issued under this chapter is limited to a term not to exceed five years. The renewal of permit coverage shall be in accordance with Rule 62-620.335, F.A.C., unless otherwise specified in the generic permit. The application requirements for submittal of request for coverage are located in Rule 62-621.300, F.A.C., or each specific generic permit.

(4) Coverage under this generic permit may be suspended, revoked and reissued, or terminated in accordance with Rule 62-620.345, F.A.C., if the Secretary determines that there has been a violation of any of the terms or conditions of the permit, there has been a violation of state water quality standards or the permittee has submitted false, incomplete or inaccurate data or information.

*Specific Authority 403.061, 403.087, 403.088, 403.0885, 403.08851 FS. Law Implemented 403.061, 403.087, 403.088, 403.0885, 403.08851 FS. History—New 8-22-95, Amended 5-1-97, 2-14-00, 10-22-00, 12-23-04.*

## **PART IV PERMIT CONDITIONS**

### **62-620.610 General Conditions for All Permits.**

All permits, except General and Generic Permits, issued by the Department under this chapter shall include the following conditions:

(1) The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, F.S. Any permit noncompliance constitutes a violation of Chapter 403, F.S., and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision.

(2) This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department.

(3) As provided in subsection 403.087(6), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit.

(4) This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

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(5) This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce

the permitted activity in order to maintain compliance with the conditions of this permit.

(6) If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit.

(7) The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with

the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit.

(8) This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

(9) The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to

(a) Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;

(b) Have access to and copy any records that shall be kept under the conditions of this permit;

(c) Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and

(d) Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

(10) In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules.

(11) When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department.

(12) Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance;

provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

(13) The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C.

(14) This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department.

(15) The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment.

(16) The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with subsection 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C.

(17) The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit.

The notice shall include the following information:

(a) A description of the anticipated noncompliance;

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(b) The period of the anticipated noncompliance, including dates and times; and

(c) Steps being taken to prevent future occurrence of the noncompliance.

(18) Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate.

(a) Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.

(b) If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.

(c) Calculations for all limitations which require averaging of measurements shall use an

arithmetic mean unless otherwise specified in this permit.

(d) Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health, Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities testing for parameters listed in subsection 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

(e) Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.

(f) Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220 and 62-160.330, F.A.C.

(19) Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date.

(20) The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

(a) The following shall be included as information which must be reported within 24 hours under this condition:

1. Any unanticipated bypass which causes any reclaimed water or the effluent to exceed any permit limitation or results in an unpermitted discharge,
2. Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
3. Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
4. Any unauthorized discharge to surface or ground waters.

(b) Oral reports as required by this subsection shall be provided as follows:

1. For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as

soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:

- a. Name, address, and telephone number of person reporting;
- b. Name, address, and telephone number of permittee or responsible person for the discharge;
- c. Date and time of the discharge and status of discharge (ongoing or ceased);
- d. Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
- e. Estimated amount of the discharge;
- f. Location or address of the discharge;
- g. Source and cause of the discharge;
- h. Whether the discharge was contained on-site, and cleanup actions taken to date;
- i. Description of area affected by the discharge, including name of water body affected, if any; and
- j. Other persons or agencies contacted.

2. Oral reports, not otherwise required to be provided pursuant to subparagraph (b)1. above, shall be provided to the Department within 24 hours from the time the permittee becomes aware of the circumstances.

(c) If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.

(21) The permittee shall report all instances of noncompliance not reported under conditions (18) or (19) of this permit at the time monitoring reports are submitted. This report shall contain the same information required by condition (20) of this permit.

(22) Bypass Provisions.

(a) Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:

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1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
3. The permittee submitted notices as required under condition (22)(b) of this permit.

(b) If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in condition (20) of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to

continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

(c) The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that

it will meet the three conditions listed in condition (22)(a)1. through 3. of this permit.

(d) A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if

it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of condition (22)(a)

through (c) of this permit.

(23) Upset Provisions.

(a) A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed,

contemporaneous operating logs, or other relevant evidence that:

1. An upset occurred and that the permittee can identify the cause(s) of the upset;
  2. The permitted facility was at the time being properly operated;
  3. The permittee submitted notice of the upset as required in condition (20) of this permit;
- and

4. The permittee complied with any remedial measures required under condition (5) of this permit.

(b) In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.

(c) Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

*Specific Authority 403.061, 403.087 FS. Law Implemented 403.051, 403.061, 403.087, 403.088, 403.0885 FS. History—New 11-29-94, Amended 12-24-96, 10-23-00, 4-17-02, 12-23-04.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION PERMIT  
FOR ALL CATEGORIES**

850-040-18  
SYSTEMS PLANNING  
06/06  
Page 1 of 3

**PART 1: PERMIT INFORMATION**

Application Number: 2008-A-192-5

Permit Category: J Access Classification: 1

Project: Florida Panther National Wildlife Refuge

Permittee: FHWA/ Eastern Federal Lands Highway Division

Section/Mile Post: 03175 / 37.412 State Road: 93

Section/Mile Post: \_\_\_\_\_ State Road: \_\_\_\_\_

**PART 2: PERMITTEE INFORMATION**

Permittee Name: FHWA/ Eastern Federal Lands Highway Division

Permittee Mailing Address: 21400 Edgetop Circle

City, State, Zip: Sterling, Va 20166

Telephone: 703-404-6358

Engineer/Consultant/or Project Manager: Scott L. Winburn

Engineer responsible for construction inspection: \_\_\_\_\_  
NAME P.E. #

Mailing Address: 21400 Edgetop Circle

City, State, Zip: Sterling, Va 20166

Telephone: 703-404-6358 FAX: 703-404-6217

**PART 3: PERMIT APPROVAL**

The above application has been reviewed and is hereby approved subject to all Provisions as attached.

Permit Number: 2008-A-192-5

Signature:  Title: District Maintenance Permits Manager

Department Representative's Name: \_\_\_\_\_

Temporary Permit:  YES  NO (If temporary, this permit is only valid for 6 months)

Special provisions attached:  YES  NO

Date of Issuance: MAY 15 2008

If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specific in 14-96.007(6).

**See following pages for General and Special Provisions**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION PERMIT**  
**FOR ALL CATEGORIES**

**PART 4: GENERAL PROVISIONS**

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed  
Phone: 239-656-7810 , Attention: Marla Bricher
2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection of construction.
3. Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
4. Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
14. The Permittee shall be responsible for determining and notify all other users of the right of way.
15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION PERMIT  
FOR ALL CATEGORIES**

**PART 5: SPECIAL PROVISIONS**

NON-CONFORMING CONNECTIONS:  YES  NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.

1. The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.
2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:

Night Work is required for portions of this proposed work. Lane Closure Analysis indicates that any required lane closure will be from the hours of 10:00 P.M. to 6:00 A.M., to ensure that the contractor / work is off the roadway no later than 8:00 A.M.

In addition to M.O.T. per Standard Index 600, the work area shall conform to Standard Index 600, sheet 9 of 12 for drop off conditions.

The Permittee shall adhere to additional Conditions / Provisions contained in the (attached) Airspace Agreement as well as the (attached) Airspace Agreement Addendum.

The Permittee shall coordinate with the appropriate FDOT contact for final approval / execution of the Airspace Agreement.

**PART 6: APPEAL PROCEDURES**

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57(1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, M.S. 58  
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding.
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.