

# Invitation to Bid (ITB)

Leon County School Board Purchasing Department 3397 West Tharpe Street Tallahassee, Florida 32303 batesd@leonschools.net

## Buck Lake Elementary School Site/Parking Improvements ITB 2448-2025

ITB Released: January 23, 2025 Deadline for Questions\*: February 7, 2025 Bids Due\* 2:00 p.m. on February 25, 2025 Debbie Bates Procurement Officer

\*Timeline subject to change. Changes will be communicated through an addendum to this ITB (see Section 1.8)

# **ITB Timeline**

Steps in the ITB Process	Date and Time	Location (if applicable)
Release of ITB	January 23, 2025	District Website <u>https://www.leonschools.net/Page/4411</u> DemandStar <u>https://www.demandstar.com/app/agencies/florida/leon-county-</u> <u>schools-purchasing-department/procurement-</u> <u>opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</u>
Mandatory Pre- Bid Conference	January 30, 2025 10:00 a.m.	Buck Lake Elementary School 1600 Pedrick Road, Tallahassee, Florida 32317
Written Questions Due	Eebruary 7 2025	
Anticipated Posting of Answers to Submitted Questions	February 13, 2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county- schools-purchasing-department/procurement- opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/
Sealed Bids Due and Opened	February 25, 2025 at 2:00 p.m. EST	Submit to: Leon County Schools Purchasing Department Attn: Debbie Bates, Procurement Officer ITB 2448-2025, Buck Lake Elementary School Site/Parking Improvements 3397 W. Tharpe Street Tallahassee, FL 32303* *Also, the location for the Bid Opening.
Anticipated Date the District will Advertise its Notice of Award Recommendation		District Website <u>https://www.leonschools.net/Page/4411</u> DemandStar <u>https://www.demandstar.com/app/agencies/florida/leon-county-</u> <u>schools-purchasing-department/procurement-</u> <u>opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</u>

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## **SECTION 1: Key Information**



#### 1.1 Quick Facts

The School Board of Leon County, Florida (hereinafter referred to as the "District") is seeking qualified Vendors to establish firm pricing for site/parking improvements at Buck Lake Elementary.

- a. The use of capitalization (such as Bidder) denotes words and phrases with special meaning as defined in Section 5, Definitions.
- b. Unless otherwise indicated, all dates and times reflect Eastern Time (Tallahassee, Florida).
- c. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.

#### **1.2 Bidder Qualifications**

Bidders shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract.

- a. Bidder must have a minimum of three (3) years of experience providing services of the same or similar nature and completed projects of like scope and size contemplated by this ITB;
- b. Bidder must be duly licensed to conduct business in the State of Florida; and
- c. Bidder must have a valid Certificate of Prequalification from the Leon County School Board Construction and Facilities department.

#### **1.3** How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITB must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District's website at <u>https://www.leonschools.net/Page/4411</u> and DemandStar at <u>https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478.</u>
- c. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Bidders to this ITB or persons acting on their behalf may not contact any employee, officer or member of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Bid.
- d. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are

deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

#### e. The District's Procurement Officer

Name: Debbie Bates, Procurement Officer Purchasing Department Leon County Schools 3397 W. Tharpe Street Tallahassee, FL 32303 Telephone: (850) 617-5977 Email: <u>batesd@leonschools.net</u>

f. The Bidder shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITB (see Section 2.2). Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder.

#### **1.4 Developing Your Bid**

- a. This ITB is being issued as part of an open, competitive process and sets out the appropriate steps and conditions.
- **b.** Bidders should take the time to read and understand the ITB. In particular, they should:
  - 1. Review Title XLVIII, <u>K-20 Education Code</u>, within the Florida Statutes.
  - 2. Develop a strong understanding of the District's requirements detailed in <u>Section 2</u>.
  - **3.** Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Bidders should prepare a clear and concise Bid, avoiding complicated jargon, and thoroughly describe their ability to meet the expectations of the District.
- d. Bidders must follow the format and instructions included in this ITB for their Bid submittal.
- e. Bids that contain provisions contrary to this ITB's material requirements are not permitted. Including alternate provisions or conditions to material requirements will be considered a counteroffer, resulting in the Bid being deemed non-responsive.
- f. Bidders must use Attachment I, Price Sheet, to submit pricing. Bidders shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITB.
- g. Bidders should thoroughly review their Bid before submission to ensure the Bid is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
- **h.** The District is not liable for any costs incurred by a Bidder while responding to this ITB, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Bidders are expected to submit questions or concerns regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
- j. The District may reject any and all Bids that do not meet the following pass/fail criteria (also called Mandatory Responsiveness Criteria). Any Bid rejected for failure to meet these requirements will not be evaluated further:

- Bidder must have a minimum of three (3) years of experience providing services of the same or similar nature and completed projects of like scope and size contemplated by this ITB;
- 2. Bidder must be duly licensed to conduct business in the State of Florida;
- 3. Bidder shall submit a valid Certificate of Prequalification from the Leon County School Board Construction and Facilities department.; and
- 4. Bidder must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government Laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.).
- k. The Bidder shall complete and submit the following:
  - 1. Attachment I, Price Sheet
  - 2. Attachment II, Required Provisions Certifications
  - 3. Attachment III, Notice of Conflict of Interest
  - 4. Attachment IV, Bidder Contact Information
  - Attachment VIII, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion AD-1048
  - 6. Attachment IX, Certification Regarding Lobbying for Contracts, Grants, and Cooperative Agreements
  - 7. Attachment X, Vendor Affidavit Regarding the Use of Coercion for Labor and Services

#### 1.5 Submitting Your Bid

- a. Bidders shall submit their Bids in a sealed envelope or package with the ITB number and the date and time of the Bid opening <u>clearly marked on the sealed envelope or packaging</u>. Bidders may submit their Bids by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. The District will not accept any Bids submitted via email or fax.
- b. Bidders must mail or otherwise deliver their Bids to the following address:

Leon County Schools Purchasing Department ITB 2448-2025, Buck Lake Elementary School Site/Parking Improvements Attn: Debbie Bates, Procurement Officer 3397 W. Tharpe Street Tallahassee, FL 32303

- c. It is the Bidder's responsibility to ensure their Bid is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Bids received and shall provide the official time for the Bid opening. Late Bids will not be accepted.
- d. Submit one (1) signed, original, and two (2) copies.
- e. If the Bidder includes information in their Bid that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Bid; as outlined in Section 3.5, the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).

f. Bidders are encouraged to print Bid documents double-sided and minimize using non-recyclable materials.

#### 1.6 Bid Opening

- a. Bids are due and will be publicly opened at the time, date, and location specified in the Timeline.
- **b.** District staff are not responsible for the inadvertent opening of a Bid that is improperly sealed, addressed, or not correctly identified with the ITB number.
- **c.** After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Bidders.

#### **1.7** Disposition of Bids

- a. The District reserves the right to withdraw this ITB at any time and, by doing so, assumes no liability to any Bidder.
- **b.** The District reserves the right to reject any Bids received in response to this ITB.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the District's best interest. The District may correct Minor Irregularities at its exclusive option but is not obligated to do so.
- d. All documentation produced as part of this Bid shall become the exclusive property of the District, may not be returned to or removed by the Bidder or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Bid will not affect this right. Should the District reject all Bids and re-solicit, information submitted in response to this ITB will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Bid. The award or rejection of a Bid shall not affect this right.

#### 1.8 Changes to the ITB

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <u>https://www.leonschools.net/Page/4411</u> and on DemandStar at <u>https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</u>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. Bidders are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Bid.

#### **1.9 Protest Procedures**

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to purchasing@leonschools.net. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on weekends, District holidays, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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## **SECTION 2: Scope of Work**

#### 2.1 Background

The District and the School Board are created under Article IX, Section 4, of the Constitution of the State of Florida. The School Board is an independent taxing and reporting authority responsible for operating, controlling, and supervising all free public schools within the school district, subject to the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for, among other things, the adoption of policies that govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The District provides a standard, traditional curriculum to a student body of approximately 30,000 students from pre-kindergarten through the 12th grade. The District also provides adult education at several facilities during regular and non-school hours. In addition to the standard curriculum, the District offers a variety of specialized technical training programs for higher grade levels.

#### 2.2 Procurement Overview/Requirements

Through this solicitation, the District is seeking competitive Bids, from licensed and Prequalified contractors for site/parking improvements at Buck Lake Elementary School located at 1600 Pedrick Road, Tallahassee, Florida 32317.

The District will work with the Successful Bidder to execute a purchase order for services soon after the award of this ITB. The Successful Bidder must have the ability to begin the project on or before April 7, 2025 and be substantially completed no later than August 1, 2025.

#### **2.3** Bidder Responsibilities

Each Bidder must carefully examine the ITB requirements, Bid prices and extensions, insurance requirements, licensing requirements, Bid opening date and time, and thoroughly familiarize itself with all of the terms and conditions contained within the ITB. Failure to do so on the part of the Bidder will in no way relieve it of any of the obligations and responsibilities that are a part of the ITB.

#### 2.4 Scope of Work

The District requires services to provide Site/parking Improvements at Buck Lake Elementary School. The Successful Bidders' work shall meet all requirements specified in Exhibit B Site/Parking Improvements Project Construction Documents and Specifications of this ITB.

The Successful Bidder is responsible for completing the work in accordance with the Construction Documents and Specifications and as required for a complete and functional installation.

- a. Exhibit B, Documents and Specifications.
- **b.** Exhibit C, Geotechnical Engineering Evaluation.
- c. All necessary labor, materials, equipment and other items, facilities, and/or services to perform and complete all work required in the contract documents are to be provided by the Successful Bidder.

- **d.** Site survey and layout, all underground locates, providing and installing 2 hose bibbs and the necessary hoses and sprinklers in lieu of automatic irrigation system to maintain the grass during the warranty period are to be provided by the Successful Bidder.
- e. The Successful Bidder must provide a clean and safe work environment for the employees and students.
- f. All work will need to be scheduled/accomplished to minimize interruption to school operations and in consideration and safety of building occupants.
- g. Clean up any debris from the site daily and upon final completion.

#### 2.5 Pricing

The District is requesting a total base bid price using Attachment I, Price Sheet. The Contractor shall include in their cost all labor, materials, equipment, tools, transportation, and any other facilities and services required for the proper execution and completion of the work as specified herein. The price is not subject to any material or labor escalation for the duration of the Project.

#### 2.6 Mandatory Pre-Bid Conference

A mandatory pre-bid Conference will be held on Thursday, January 30, 2025 at 10:00 a.m., at the site located at 1600 Pedrick Road, Tallahassee, Florida 32317.

Attendance at the mandatory pre-bid conference is part of the requirement of this solicitation. Each Bidder shall have a maximum of two (2) representatives. They are to meet at the site and document attendance on the conference "sign-in" sheet. Attendees and Leon County Schools Department Staff will inspect the site. Failure to attend will be cause for disqualification.

Questions will be answered at that time; however, verbal answers are not binding on the Leon County School Board. Only those questions subsequently submitted in writing during the question and answer period, and answered through an addendum to this ITB will be considered binding upon the Board.

#### 2.7 Prequalification

Interested firms must hold a Certificate of Prequalification from the Leon County School Board, Construction & Facilities Department. Certificates will be valid for one (1) year from the date of School Board approval and must be renewed annually. Instructions are available at: <u>https://www.leonschools.net/Page/4815</u>. Submittals for work from firms not prequalified at the time of submittal will be deemed nonresponsive and will not be considered.

The bonding capacity identified in the firms prequalification shall be greater than or equal to the firms total bid price.

#### 2.8 Permits

The Successful Bidder shall apply for and obtain any and all such permits and regulatory approvals as may be required by the Board or any other governmental or administrative agency, in order to legally complete the work required hereunder, and by signing and returning their Bid, Contractor acknowledges that the cost thereof has been included in the base price.

#### 2.9 Safety

The Successful Bidder and its employees must comply with the Board's safety policies. The Successful Bidder is responsible for adhering to all OSHA Job Safety Requirements including the use of all PPE (personal protective equipment) for staff.

#### 2.10 Performance and Payment Bonds

The Performance and Payment Bonds shall be secured from any agency of a surety or insurance company who shall have an established place of business in the State of Florida and be duly licensed to conduct business there. It is to be furnished as prescribed in Section 255.05 and 1013.47, Florida Statutes. In the event the Contract is awarded, the Successful Bidder shall, within eight (8) Owner business days after the award by the Owner of the Contract, furnish the required Performance and Payment Bonds.

#### 2.11 Property Damage

The Successful Bidder will be responsible to repair or replace, to the Leon County School Board's satisfaction, any damage caused in pursuit of the work specified herein. Such repairs will be at the sole expense of the awarded Successful Bidder.

#### 2.12 Quality

All materials used must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply.

#### 2.13 Contact Person

The Successful Bidder shall be notified of the name and phone number of the District Project Coordinator . Only the Project Coordinator may authorize changes to the scope of work.

#### 2.14 Warranties

The Contractor warrants that all provided commodities and contractual services are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. The Contractor warrants the commodities and contractual services are suitable for and will perform per the ordinary use for which they are intended. The Contractor must agree to assist the District in resolving any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the warranty will be passed on to the District.

#### 2.9 Purchase Orders

A purchase order issued by the District Purchasing Department or from school internal accounts is the only legal authorization for Awarded Contractors to provide services. **District procurement cards are not an approved form of payment.** A written or verbal commitment from district employees without a purchase order issued does not constitute an obligation by the District to a Contractor. Contractors that perform services or provide commodities without a purchase order do so at their own risk and risk of non-payment.

#### 2.10 Invoice and Payment

The Contractor will be paid upon submission of a properly documented invoice to the District following pickup/delivery and acceptance of the contracted goods or services. The invoice(s) shall contain sufficient detail for audit purposes, including the PO number, and an itemized list of all goods and/or services along with signed receiving tickets. The Board intends to pay all properly submitted invoices on

"Net 30 Days" terms, following the receipt of goods or completion of services and receipt of a properly documented and approved invoice.

#### 2.11 Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Contractor(s) performance under the Contract and in determining compliance with Contract terms and conditions:

- a. On-site reviews of work performed;
- b. Documentation/review of timely response to work requests;
- c. Documentation/review of timely completion of work as assigned; and
- d. Documentation/review of invoices.

The Contract Manager will provide a written monitoring report to the Awarded Contractor within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Awarded Contractor the opportunity for correction, where feasible.

Within ten (10) calendar days of receipt of the District's written monitoring report, the Awarded Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (e-mail acceptable) in response to all noted deficiencies, including responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Awarded Contractor. The Contract Manager shall reject CAPs that do not contain all the information required in writing. The Awarded Contractor shall have 15 calendar days from receiving such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District may terminate the Contract. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based on the submitted CAP.

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## **SECTION 3: Procurement Rules and Information**

#### **3.1 Contents and Format of Bid Submittals**

All Bids must include the following required forms:

- a. Each Bidder shall complete and submit Attachment I, Price Sheet, and provide a signed hard copy.
- b. Attachment II, Required Provisions Certifications
- c. Attachment III, Notice of Conflict of Interest
- d. Attachment IV, Bidder Contact Information
- e. Attachment V, Local Preference Affidavit (if applicable)
- f. Attachment VI, Subcontracting Form (if applicable)
- g. Attachment VII, Drug-Free Workplace Certification (if applicable)
- h. Attachment VIII, Certification Regarding Debarment
- i. Attachment IX, Certification Regarding Lobbying
- j. Attachment X, Vendor Affidavit Regarding the Use of Coercion for Labor and Services
- k. Exhibit A, ITB Submittal Checklist.
- I. Exhibit B, Buck Lake Construction Documents.
- m. Exhibit C, Geotechnical Engineering Evaluation.

#### **3.2** Basis of Award

The District intends to issue an award to the one Responsible Bidder, who provides the lowest total price. The District will apply a preference to Vendors as indicated in Sections 3.6, 3.7, and 3.8.

In the event the Responsible Bidder with the lowest total price is found non-responsive, the District may proceed to the next Responsive Bid from a Responsible Bidder with the next lowest total price and continue the award process. Any and all award(s) made as a result of this ITB shall conform to all applicable Board policies, State Board rules, and Florida Statutes.

The District reserves the right to require bidder(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.

Any award(s) made as a result of this ITB shall conform to all applicable Board policies, State Board rules, and Florida Statutes.

#### 3.3 Advertising Notice of Board Decision

The District reserves the right to award one (1) or more Contracts, in whole or part, for the services sought in this ITB. The District reserves the right to accept or reject any offers or separable portions and waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the Board's best interest. While the Board will encourage use by all District departments, the Contract(s) is not an exclusive agreement, and the Board may secure the same or similar goods and services from other vendors in accordance with applicable procurement laws, rules, and policies. As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Bids, or to cancel/withdraw the ITB.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline. It will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

#### 3.4 No Prior Involvement and Conflicts of Interest

Any Bidder who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity is ineligible to participate in this solicitation.

Additionally, no Bidder shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do or perform for, or on behalf of, any officer, agent, or employee of the Bidder. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made or authorized to be made by anyone for, or on behalf of, the Board. The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB.

#### 3.5 Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities very seriously, as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution. If the Bidder considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Bidder must also simultaneously provide the District with a separate redacted copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Bidder on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Bidder submits its Bid to the solicitation and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure.

Further, the Bidder shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its Bid, the District is authorized to produce all the documents, data, or records submitted by the Bidder in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in response to this solicitation.

#### 3.6 Florida Preference

When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision that grants a preference by that state or political subdivision, and then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

3.7 Small Business Enterprise

This ITB is subject to the small business enterprise provisions specified in Board Policy 6327.

3.8 Local Purchasing Preference

This ITB is subject to the local purchasing preference provisions specified in Board Policy 6450.

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## **SECTION 4: Contract Terms and Conditions**

#### **4.1 Contract Modifications**

During the term of the Contract, the District may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation. The Contractor may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require a formal contract amendment. The District shall provide written notice to the Bidder 30 days before any Department-required changes to the technical specifications and/or scope of service that affect the Bidder's ability to provide the service as specified herein. Other than purely administrative changes, any changes will require a written change order or formal Contract amendment.

The District will authorize additional services on an individual basis. The District would jointly determine a "not to exceed" price for each additional project using the contractually established hourly rates with the Contractor.

#### 4.2 Use by Other Public Agencies

Pursuant to their governing laws and subject to the Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined that conducting our solicitation is in our best interest.

#### 4.3 Travel Expenses

The District shall not be responsible for paying any travel expenses incurred by Bidders due to this ITB or Contract.

#### 4.4 E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <u>https://e-verify.gov/employers</u>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

#### 4.5 Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITB. Anticipated subcontract agreements known at the time of Bid submission must be identified in the submitted Bid using Attachment VI, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services

on District property shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to the subcontractor shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

#### 4.6 Background Screening Requirements/Jessica Lunsford Act

Florida Statutes contain specific fingerprinting and screening requirements pertaining to all persons or entities entering into contracts with schools, school boards, school districts, and charter schools, which may have personnel who will be on school grounds when students are present. All contractor staff must successfully pass a Level 2 background screening. Individuals who fail to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract.

The Contractor shall bear all costs associated with background screening.

#### **District Contact**

Donald Kimbler Safety & Security Phone: (850) 487-7293 Email: <u>kimblerd@leonschools.net</u>

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

**4.7** Insurance Requirements

Each respondent will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability (b) professional (c) automobile (d) workers' compensation and (e) cyber liability in the below amounts required by the Risk Management Department and Purchasing Department of the School District of Osceola County, Florida. The bidder will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage and annually upon renewal thereafter. Bidder agrees that the School Board will make no payments pursuant to the terms of this Contract Agreement until all required proof of evidence of insurance have been provided to the School Board. The bidder agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. The School Board shall be named as an additional insured on the General and Automobile Liability Insurance as evidenced by the endorsement. The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Bidder and/or subcontractor providing such insurance. The School Board must be notified at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.

- b) Professional Liability Insurance. The professional liability insurance shall provide protection from negligent act, errors, and omissions of the Contractor from and in connection with the performance of work under the Contract Agreement. The policy shall provide coverage for the negligent acts or omissions of the Contractor in a minimum amount of \$1,000,000.00 per claim. The policy shall contain a maximum deductible of \$25,000.00 per claim.
- c) Automobile Liability Insurance. The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.
- d) Workers' Compensation Insurance. The workers' compensation insurance will be maintained as required by applicable Florida law, to include Employer's Liability of \$1,000,000.00 per accident bodily injury, \$1,000,000.00 bodily injury (disease) per employee and \$1,000,000.00 bodily injury (disease) policy limit. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board.

Requirements for the Contractor that qualifies for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below: Incorporated or unincorporated firms with fewer than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.

The Bidder shall carry Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. In addition, the bidder shall either cover any and all subconsultants, separate consultants, and subcontractors on its policies or make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, separate consultants, and subcontractors shall maintain the insurance coverages outlined above and must incorporate all of the provisions of this Section, Insurance Requirements into all subcontracts.

e) Cyber Liability Insurance: Coverage must be afforded in an amount not less than \$5,000,000 per claim for negligent retention of data as well as notification and related costs for actual Information Security Incidents.

Information Security Incident Response. In the event that Contractor becomes aware of an Information Security Incident, Contractor shall:

- i. Promptly notify School District, in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;
- ii. Investigate such Information Security Incident and conduct an analysis of the cause(s) of such Information Security Incident;
- iii. Provide periodic updates of any ongoing investigation to School District;
- iv. Develop and implement an appropriate plan to remediate the cause of such Information Security Incident, to the extent that such cause is within Contractor's or any of its affiliates or subcontractor's control;
- v. Provide:
  - 1. Notification to potentially affected persons;
  - 2. Credit monitoring services;
  - 3. Identification protection services;
  - 4. Establish and operate a call center;
  - 5. Notification to any and all regulatory authorities; and
  - 6. Other functions, services, or penalties as may be required by law.
- vi. Should it be determined that such Information Security Incident was the responsibility of School District, School District shall reimburse Contractor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident.

Both Contractor and School District shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all School District Data in Contractor or any of its affiliates or subcontractor's control.

Contractor will defend, indemnify, and hold harmless School District and School District's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.

#### 4.8 Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Bidder. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District and may not be copied or removed by any employee of the Contractor without express written permission of the District.

The Contractor, without exception, shall indemnify and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the

Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

#### 4.9 Independent Contractor Status

The Awarded Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

#### 4.10 Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

#### 4.11 Assignment

The Contractor shall not assign its responsibilities or interests to another party without the District's prior written approval. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida upon giving written notice to the Contractor.

#### 4.12 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

#### 4.13 Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

#### 4.14 Reservation of Rights

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees and of the general public which is served by the Board, either directly or indirectly, through these services.

#### 4.15 Americans with Disabilities Act

The Bidder shall comply with the Americans with Disabilities Act (ADA). In the event of the Bidder's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further contracts.

#### 4.16 Employment of District Personnel

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

#### 4.17 Legal Requirements

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in response to this ITB and shall govern any and all claims and disputes which may arise between a person(s) submitting a Bid hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

#### 4.18 Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida.

#### 4.19 Default

If the awarded Bidder should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law or in equity.

#### 4.20 Termination

- 4.20.1 Termination at Will
- **4.20.2** The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 120 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery. **Termination for Cause**

Performance issues will be handled per Section 2.4 of the ITB. If the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another delivery method whereby an original signature is obtained.

4.20.3 Termination for Unauthorized Employment

Violating the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

#### 4.20.4 Termination for Lack of Funds

If the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by

certified mail (return receipt requested), in-person with proof of delivery, or by another delivery method whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

#### 4.20.5 Contract Termination Requirements

If at any time, the Contract is canceled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

#### 4.21 Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT jerniganj@leonschools.net, (850) 487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.

#### 4.22 Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

#### 4.23 No Waiver of Sovereign Immunity

Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

#### 4.24 Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Divisional Director of Business Services or designee. The District's Divisional Director of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

#### 4.25 Federal Terms and Conditions

For any solicitation that involves, receives, or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract, and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, Contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This applies to all construction contracts that meet the "federally assisted construction contract" definition in 41 CFR Part 60-1.3.
- b. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, Contractors, and sub-contractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.
- e. Access to Records (2 CFR Part 200.336): All vendors, Contractors, and subcontractors shall give access to the District, the appropriate Federal agency, the Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers,

and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.

- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This applies to Federal awards meeting the "funding agreement" definition under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, Contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts, and subgrants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, Contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. Federal Debarment Certification (2 CFR Part 200.326(I): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
  - 1. The prospective lower tier participant certifies, by submission and signature of this Bid, that neither it nor its principals, its agents, or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to vary at or above \$100,000.
  - 1. The Contractor certifies, by submission and signature of their Bid, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
  - 2. Where funds other than Federally appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.
- k. Procurement of Recovered Materials (2 CFR §200.322): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of

recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- I. Domestic Preferences for Procurements (§ 200.322):
  - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
  - 2. For purposes of this section:
    - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- m. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (§ 200.216)
  - 1. Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
    - i. Procure or obtain;
    - ii. Extend or renew a contract to procure or obtain; or;
    - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
      - **b.** Telecommunications or video surveillance services are provided by such entities or using such equipment.
      - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation,

reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- 2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- n. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient.

#### 4.26 Anti-Discrimination

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

#### 4.27 Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S., "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal Vendor, agent, or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

#### 4.28 Public Entity Crime & Convicted Vendor List

Per the provisions of 287.133 (2)(a), F.S., "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, Bid or reply on a contract to provide any goods or services to a public entity, may not submit a Bid, Bid or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids, Bids or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

#### 4.29 Scrutinized Companies Certification

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Bidder certifies that it is not listed on either the

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Bidder agrees the Board may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Bid for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

#### 4.30 Contracting with Entities of Foreign Countries

By signing this Contract, the Contractor certifies they are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern Per Section 287.138, F.S.

#### 4.31 Vendor Interests

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Respondent be expected to provide documentation of its social, political, or ideological interests or those of its employees.

(The Remainder of the Page is Purposefully Blank)

## **SECTION 5: Definitions**

In this ITB, the following words and expressions have the definitions below unless the context otherwise clearly leads to a different interpretation.

•	
Adjacent County	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the Bid or Bid opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and observed holidays.
	The written agreement entered by the Board and Awarded Contractor(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The District representative, or their designee, whose responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
District/Board (LCS)	Leon County School District, with the Leon County School Board serving as the contracting entity
District Project Manager	The District representative, or their designee, who is responsible for assigning and monitoring the individual projects on site, documenting deficiencies, and certifying project completion
Mandatory Responsiveness Requirements	Terms, conditions, and requirements must be met by the Bidder to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Bidder over other Bidders, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
	A variation from the requirements herein that does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders and does not adversely impact the interests of the District.
	A legally qualified corporation, partnership, or other business entity that submits a Bid to the District in response to this ITB. This term differs from suppliers, which refers to the marketplace at large.
Responsible Bidder or Vendor	A Bidder who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Bid	A Bid submitted by a Responsible Bidder which conforms to all material aspects of this ITB.
Subcontract	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Awarded Contractor is not relieved of its duties under the Contract when it enters a Subcontract.
Awarded Contractor(s) or Contractor	The Bidder(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITB.
Landed Cost	The sum of expenses associated with shipping a product.
Qualified Grower	A local farmer is any qualified grower located within the State of Florida.
Product Cost	The term "product cost" means the cost of products delivered to the Awarded Contractor's warehouse.
Opportunity Buys	Opportunity Buys are made available to the District from reputable, certified, local farmers due to

### Attachment I

## **Price Sheet**

### ITB No. 2448-2025

## Buck Lake Elementary School Site/parking Improvements

Description	Total Bid Price
Total cost of Buck Lake Elementary School Site/Parking Improvements as specified.	\$

Company Name	FEIN
Authorized Representative Name (Printed)	Authorized Representative Title
Authorized Representative Signature	Date

### Attachment II

### **Required Provisions Certifications**

#### 1. Business/Corporate Experience

- **a.** The Bidder has a permanent place of business and adequate resources to perform the services contemplated by this ITB;
- **b.** Bidder has a minimum of three (3) years of experience providing services of the same or similar nature and completed projects of like scope and size contemplated by this ITB;
- c. Bidder is duly licensed to conduct business in the State of Florida; and
- **d.** Bidder has a valid Certificate of Prequalification from the Leon County School Board Construction and Facilities department.

#### 2. Prime Vendor

This is to certify that the Awarded Contractor will act as the Prime Contractor to the District for all services provided under the Contract(s).

#### 3. Meets Legal Requirements

This is to certify that the Bidder's Bid and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

#### 4. Business Licensing and Financial Issues

This is to certify that the Bidder has disclosed in their Bid all suspensions, revocations, reviews of licensing, bankruptcies, judgments, or liens in the last five (5) years.

#### 5. Federal Debarment

This is to certify that neither the Bidder nor its principles is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

#### 6. Conflict of Interest

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Bidder whatsoever.

#### 7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid with regards to this ITB. Furthermore, this is to certify that the Bid contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Bid.

#### 8. Statement of Non-Disclosure

This is to certify that none of the contents of this Bid have been disclosed before award, directly or indirectly, to any other Bidder or competitor.

#### 9. Statement of Non-Collusion

This is to certify that the proposed costs in this Bid have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Bidder or with any competitor, and not to restrict competition.

#### 10. Scrutinized Companies Certification

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting

Contract exceeds \$1,000,000.00 in total, not including renewal years, the Bidder certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Bidder agrees the District may immediately terminate the resulting Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized

Companies that Boycott Israel List, or are engaged in a boycott of Israel, or have engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or Bid for a contract or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services of any amount must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms their authority to bind the Bidder and acknowledges and affirms the statements above.

Authorized Representative (Print)		Authorized Representative (Signature)	
STATE OF FLORIDA COUNTY OF			
The foregoing instrument was acknowledged before	e me by mean	s of physical presence or online	
notarization this day of	_20	, by	
		(name of authorized representative)	
as (position title for authorized representative for	as	(position title)	
(Vendor Name)			
(NOTARY SEAL)		ature	
	Name of No	tary (Typed, Printed or Stamped)	
Personally Known Or Produced Identification	ation	Type of Identification	

## Attachment III

**Notice of Conflict of Interest** 

(Bidders shall complete either Section 1 or Section 2) Company Name:

#### Solicitation Number: ITB 2448-2025

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board.

Section 1

I hereby certify that no official or employee of the School Board has a material financial interest in this company.

Authorized Representative (Signature

Authorized Representative (Printed)

#### Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Proposal Opening.

Name	Title/Position	Date of Filing

Authorized Representative (Signature)

Authorized Representative (Print)

Date

## Attachment IV

### **Bidder Contact Information**

The Bidder shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Bidder's representative shall be:	For contractual purposes, should the Bidder be awarded, the Bidder's representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Cell)		
Email:		

Company Name

Authorized Representative (Signature)

Date

FEIN#

**Authorized Representative (Print)** 

#### Attachment V

#### **Local Purchasing Preference Affidavit**

A Bidder must have a physical business address staffed by at least one (1) person in the geographical boundaries of Leon, Gadsden, Jefferson, Liberty, or Wakulla counties, Florida., employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Bid Opening to qualify for the Local Purchasing Preference. On a day-to-day basis, the Bidder should substantially provide the goods/services provided under this Contract from the local business address. Post office boxes are not acceptable for obtaining this preference. By completing this Affidavit, the Bidder affirms that it is a local Business, as defined by Board Policy 6450.

Bidder Name:		
Physical Address:		
County:	Phone of Local Location:	
Phone of Local Location:	Length of Time at this Location	:
Is your business certified as a small business enterpr	ise through Leon County Schools?	
Authorized Representative (Print)	Authorized Repres	sentative (Signature)
STATE OF FLORIDA COUNTY OF		
The foregoing instrument was acknowledged before r	me by means of physical prese	ence oronline
notarization thisday of	20, by	(name of
authorized representative) as	(p	osition title for
authorized representative) as		(position title) for
	/endor Name).	
(NOTARY SEAL)	Notary Signature	
	Name of Notary (Typed, Printed, or Stampe ion Type of Identification	:d)

#### Attachment VI

#### **Subcontracting Form**

The Bidder shall complete the information below on all subcontractors that will be providing services to the Bidder to meet the requirements of the Contract, should the Bidder be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s) but provides the District with information on proposed subcontractors for review.

#### Complete a <u>separate sheet</u> for each subcontractor.

Prime Bidder Name:

Type/Description of Goods or Service Subcontractor will provide:									
Subcontractor Company Name:		FEIN:							
Contact Person:	Contact Phone Number:								
Address:									
Email Address:									
Currently Registered as a Small Business with Leon Count	y Schools? Yes	No							
Local Bidder per Board Policy 6450?									

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

#### Attachment VII Drug-Free Workplace Certification

The undersigned Bidder, in accordance with Section 287.087, F.S., hereby certifies that

#### Name of Business

- 1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- **3.** Gives each employee engaged in providing the commodities or contractual services sought in this solicitation a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services sought in this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, a plea of guilty, or nolo contender to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Imposes sanctions on or requires satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as available in their community.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this company complies fully with the above requirements.

Authorized Officer (Printed Name)

Authorized Officer (Signature)

Date

#### Attachment VIII

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

#### **Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 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. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

#### (Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- **B.** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME					
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)						
SIGNATURE(S)		DATE				

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

#### Instructions for Certification

- (1) By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower-tier participant shall provide immediate written notice to the person(s) to which this Bid is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Bid is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lowertier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **Attachment IX**

#### **Certification Regarding Lobbying** For Contracts, Grants, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification is included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By:		Date:	
-	(Signature of Official (Executive Director) Authorized to Sign Application)	-	
By:		Date:	
-	(Signature of Official (Chief Financial Officer) Authorized to Sign Application)	-	
For	<u> </u>		
	Name of Grantee		

Title of Grant Program

#### Disclosure of Lobbying Activities Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action	2. Status of Federa	al Action	3. Report Type				
a. Contract		r/application	a. Initial filing				
<b>b.</b> Grant	<b>b.</b> Initial av	-	b. Material changes				
c. Cooperative Agreements	c. Post-awa	ard					
d. Loan			For a material change only:				
e. Loan Agreement			Year: Quarter:				
f. Loan Insurance			Date of last report:				
4. Name and Address of Reporting Entity		5. If Reporting Entity in	No. 4 is a Subawardee,				
Prime Subawardee	Tier (if known)	Enter Name and Addr	ess of the Prime				
Name:		Name:					
Street:		Street:					
City/State/ Zip		City/State/ Zip					
Congressional District (if known)		Congressional District (if kn	own)				
6. Federal Department/Agency:		7. Federal Program Na	me/Description:				
			CFDA Number, if applicable				
8. Federal Action Number (if known)		9. Award Amount (if kr	nown)				
10. (a.) Name and Address of Lobbying Registrant							
10. (b.) Individuals Performing Services							
10. (b.) Individuals Performing Services							
10. (b.) Individuals Performing Services							
10. (b.) Individuals Performing Services							
10. (b.) Individuals Performing Services							
10. (b.) Individuals Performing Services         11. Information requested through this form is authorized	nd by Title 31 U.S.C. Section 1352	. This disclosure of lobbying	activities is a material representation of fact				
<ol> <li>Information requested through this form is authorize upon which reliance was placed by the tier above wh</li> </ol>	en this transaction was made or	entered into. This disclosure	e is required pursuant to 31 U.S.C. 1352. This				
<b>11.</b> Information requested through this form is authorize	en this transaction was made or Ily and will be available for publi	entered into. This disclosure ic inspection. Any person wh	e is required pursuant to 31 U.S.C. 1352. This				
<ol> <li>Information requested through this form is authorize upon which reliance was placed by the tier above wh information will be reported to Congress semi-annua</li> </ol>	en this transaction was made or Ily and will be available for publi	entered into. This disclosure ic inspection. Any person wh	e is required pursuant to 31 U.S.C. 1352. This				
<ol> <li>Information requested through this form is authorize upon which reliance was placed by the tier above wh information will be reported to Congress semi-annua</li> </ol>	en this transaction was made or Ily and will be available for publi	entered into. This disclosure ic inspection. Any person wh	e is required pursuant to 31 U.S.C. 1352. This				
<b>11.</b> Information requested through this form is authorize upon which reliance was placed by the tier above wh information will be reported to Congress semi-annua subject to a civil penalty of not less than \$10,000 and	en this transaction was made or Ily and will be available for publi	entered into. This disclosure ic inspection. Any person wh	e is required pursuant to 31 U.S.C. 1352. This				

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State, and zip code of the reporting entity. Include the Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include the Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, the Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Bid control number assigned by the Federal agency). Included prefixes, e.g., "ITB-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
- (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying DisclosureAct of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

**11.** The certifying official shall sign and date the form, print his/her name, title, and telephone number.

#### Attachment X

#### Vendor Affidavit Regarding the Use of Coercion for Labor and Services

endor Name:
ddress:
none Number:
uthorized Representative's Name:
uthorized Representative's Title:
nail Address:

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Leon County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

#### Exhibit A ITB Submittal Checklist

The list below is provided to assist bidders in ensuring the necessary documents are included in the bid submittal. This Exhibit does not need to be returned with your Bid.

Included	Item
	Attachment I, Price Sheet
	Attachment II, Required Provisions Certifications
	Attachment III, Notice of Conflict of Interest
	Attachment IV, Bidder Contact Information
	Attachment VIII, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion AD-1048
	Attachment IX, Certification Regarding Lobbying for Contracts, Grants, and Cooperative Agreements
	Attachment X, Vendor Affidavit Regarding the Use of Coercion for Labor and Services

#### Exhibit B Construction Documents

## **ENGINEER**

HALFF ASSOCIATES, INC. 2255 KILLEARN CENTER BLVD., SUITE 200 TALLAHASSEE, FL. 32309 CONTACT: AUSTIN DAVID CUSHING, P.E. EMAIL: acushing@halff.com TEL: (850) 848-9426

## SURVEYOR

S. STINSON & ASSOCIATES INC. 147 JOHNNY RD. LAMONT, FL. 32336 CONTACT: STEVEN STINSON EMAIL: steve@sstinsoncorp.com TEL: (850) 509-3116

## SURVEYED DATE:

JANUARY 30, 2023

## **INCLUDED IN PLANS BY REFERENCE:**

FLORIDA DEPARTMENT OF TRANSPORTATION FY 2024-25 STANDARD PLANS AND APPLICABLE DESIGN STANDARDS REVISIONS (DSRs) AT THE FOLLOWING WEBSITE:

https://www.fdot.gov/design/standardplans/current/default.shtm

FLORIDA DEPARTMENT OF TRANSPORTATION JANUARY 2025 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE: https://www.fdot.gov/programmanagement/implemented/specbooks/default.shtm

STATE OF FLORIDA EROSION AND SEDIMENT CONTROL **DESIGNER AND REVIEWER MANUAL, LATEST EDITION: JULY 2013** https://www.flrules.org/Gateway/reference.asp?No=Ref-04227



THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING SIZE, TYPE AND LOCATION OF UNDERGROUND, SURFACE, AND AERIAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT THE GEORGETOWN AREA "ONE CALL" SYSTEM AT 1-800-344-8377 (DIG TESS) 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION FOR EXISTING UTILITY LOCATIONS. THE CONTRACTOR SHALL ALSO BE FULLY RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES AFFECTED BY CONSTRUCTION FOR THIS PROJECT IN ORDER TO AVOID DAMAGING THOSE UTILITIES, AND SHALL IMMEDIATELY ARRANGE FOR REPAIR AND RESTORATION OF CONTRACTOR- DAMAGED UTILITIES TO THE UTILITY COMPANY'S APPROVAL AT THE EXPENSE OF THE CONTRACTOR.

# SITE CONSTRUCTION PLANS FOR BUCK LAKE ELEMENTARY SCHOOL PARKING IMPROVEMENTS **CONSTRUCTION PLANS**

# 1600 PEDRICK ROAD TALLAHASSEE, FL 32317 JANUARY 2025



LOCATION MAP SCALE: N.T.S.

OWNER/CLIENT:



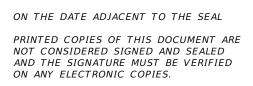
2757 W PENSACOLA ST TALLAHASSEE FL, 32304 TEL. (850) 487-7100 www.leonschools.net



## INDEX OF SHEETS

SHEET No.	SHEET DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS
3	SWPPP NOTES AND DETAILS
4	DEMOLITION AND SWPPP
5	DETAILS AND TYPICAL SECTIONS
6	SITE PLAN, GRADING, AND DRAINAGE
7	SIGNING AND STRIPING PLAN
8	UTILITY PLAN
9	LANDSCAPE PLAN

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

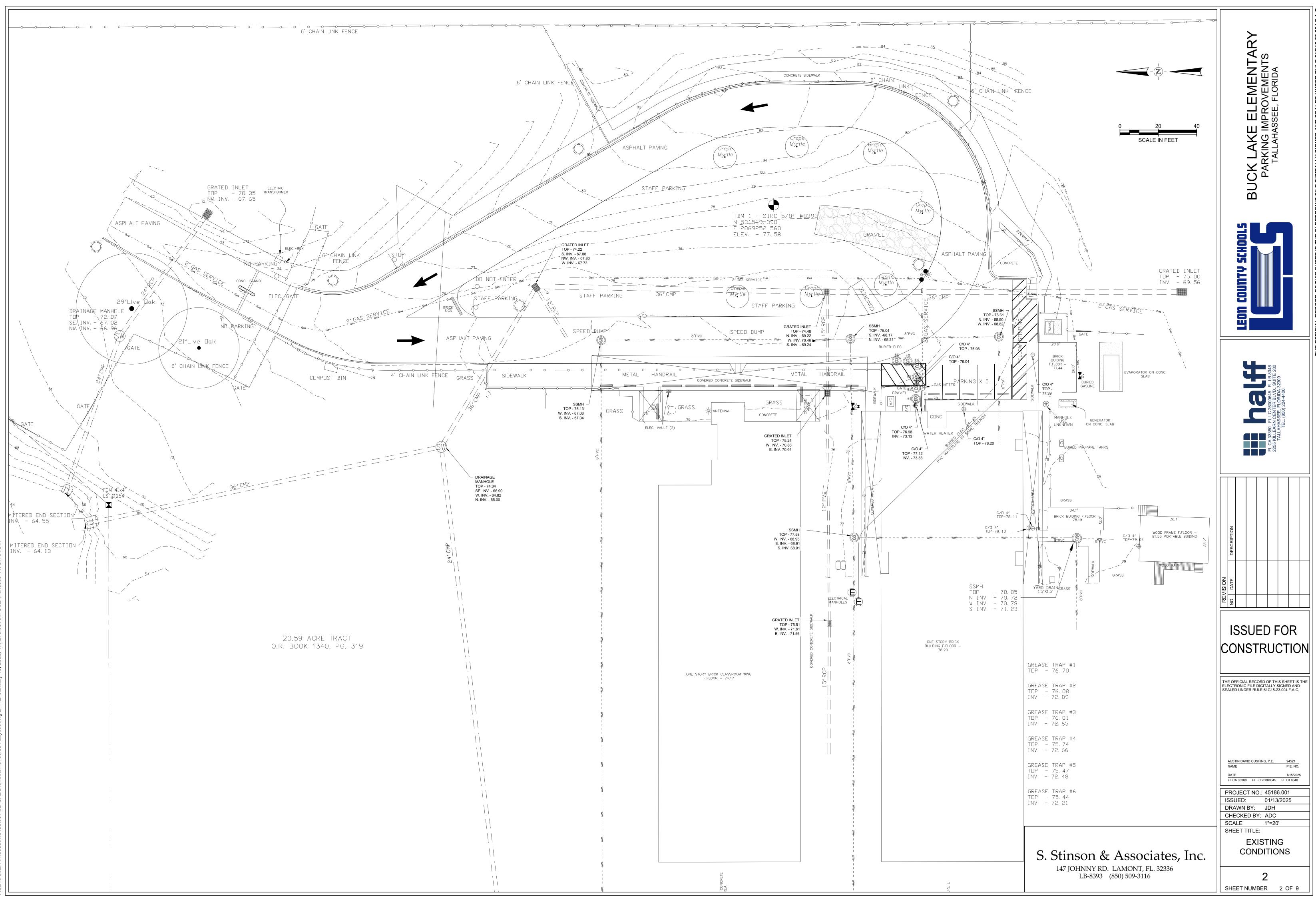


## PREPARED BY:



PRIME-CIVIL HALFF ASSOCIATES, INC. 2255 KILLEARN CENTER BLVD., SUITE 200 TALLAHASSEE, FLORIDA 32309 TEL. (850) 224-4400 www.halff.com FL CA 33380 FL LC 26000645 FL LB 8348

CONTACT: AUSTIN DAVID CUSHING, P.E. (850) 848-9426 ACUSHING@HALFF.COM



E NAME: A:\45000s\45186\001\SD\CADD\Sheets\45186.001 Layout.dwg DATE: January 15, 2025, TIME: 9:39 AM, USER: ah5089 AVO: XXXX

	BE ADDED TO THE TANK, BASED ON THE PROPORTION OF THE S
1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AN NPDES CONSTRUCTION PERMIT PRIOR TO CONSTRUCTION ACTIVITIES AND FOR COMPLIANCE WITH ALL STATE, LOCAL, AND FEDERAL PERMITS RELATED TO THIS PROJECT.	FULL RATE OF NEW SEED SHALL BE NECESSARY. 11. ALL PERMANENT SEEDING MUST BE MULCHED IMMEDIATELY UP
2. THE EROSION CONTROL MEASURES SET FORTH IN THESE PLANS ARE INTENDED AS MINIMUM STANDARDS. ALL EROSION CONTROL REQUIRED SHALL BE IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN	12. NEW SEEDLINGS SHALL BE SUPPLIED WITH ADEQUATE MOISTUF
(SWPPP). CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL EXPOSED AREAS, COST OF WHICH SHALL BE INCIDENTAL TO THE PROJECT.	THE SEASON, IN ABNORMALLY HOT OR DRY WEATHER, OR ON A CONTROLLED TO PREVENT RUNOFF.
3. PRIOR TO THE REQUIRED PRE-CONSTRUCTION MEETING, CONTRACTOR SHALL PROVIDE IN WRITING THE NAME AND	13. INSPECT SEEDED AREAS FOR FAILURE AND MAKE NECESSARY F
TELEPHONE NUMBER OF THE STORMWATER CONTROL OFFICER TO THE OWNER, THE OWNER'S DESIGNATED REPRESENTATIVE, ENGINEER OF RECORD, AND FDEP. THE OFFICER SHALL BE CERTIFIED UNDER THE FLORIDA	IF POSSIBLE.
STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM AND SHALL BE AVAILABLE IN PERSON OR BY PHONE AT ALL TIMES DURING CONSTRUCTION.	<ol> <li>IF VEGETATIVE COVER IS INADEQUATE TO PREVENT RILL EROSI SOIL TEST RESULTS.</li> </ol>
4. THE STORMWATER CONTROL OFFICER SHALL BE RESPONSIBLE FOR CONTINUALLY MONITORING WEATHER	15. SEEDLINGS SHALL BE FERTILIZED ONE YEAR AFTER PLANTING T
CONDITIONS AND EVALUATE THE EFFECTIVENESS OF THE CONTROL MEASURES THROUGHOUT ALL PHASES OF CONSTRUCTION.	
5. AS CONSTRUCTION PROGRESSES, THE STORMWATER CONTROL OFFICER SHALL MAKE ADJUSTMENTS AND/OR INSTALL ADDITIONAL MEASURES TO PREVENT DIRECT FLOW OR TRACKING OF SEDIMENTS ONTO ADJACENT PROPERTY,	VEGETATIVE COVERS: SODDING 1. PRIOR TO SOIL PREPARATION, AREAS TO BE SODDED SHALL BE
CONSERVATION AREAS, PUBLIC STREETS OR DRAINAGE SYSTEMS. 6. ANY SEDIMENTS, GRAVEL OR MUD SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ADJACENT	APPROVAL PLAN. THESE OPERATIONS SHALL LEAVE AS MUCH T
PROPERTY, ROADWAYS OR INTO STORM DRAINAGE SYSTEMS SHALL BE RECOVERED AND DISPOSED OF PROPERLY.	DEPTH OF 4 IN. 2. SOIL TESTS SHALL BE MADE TO DETERMINE THE EXACT REQUIR
7. TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SHALL BE PLACED ADJACENT TO ANY WATERWAY OR DRAINAGE FEATURE PRIOR TO CONSTRUCTION AND REMAIN IN PLACE UNTIL CONSTRUCTION OF THE FEATURE IS	AMENDMENTS SHALL BE SPREAD EVENLY OVER THE AREA TO B
COMPLETE AND ALL AREAS ARE SUITABLY STABILIZED. 8. CONTRACTOR SHALL REVISE THE SWPPP WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING AN INSPECTION WHEN	IN. OF THE SOIL BY DISKING, HARROWING, OR OTHER ACCEPTAE 3. PRIOR TO LAYING SOD, THE SOIL SURFACE SHALL BE CLEAR OF
ADDITIONS AND/OR MODIFICATIONS TO BEST MANAGEMENT PRACTICES (BMPS) ARE NECESSARY TO CORRECT	<ol> <li>PRIOR TO LAYING SOD, THE SOIL SURFACE SHALL BE CLEAR OF CLODS IN EXCESS OF 2 IN. IN LENGTH OR DIAMETER. SOD SHALL</li> </ol>
OBSERVED PROBLEMS. REVISIONS SHALL OCCUR WHENEVER: a) A CHANGE IN THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE AT THE CONSTRUCTION SITE HAS A	SURFACES.
SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE UNITED STATES NOT PREVIOUSLY ADDRESSED IN THE DOCUMENT.	4. ANY IRREGULARITIES IN THE SOIL SURFACE RESULTING FROM T LEVELED IN ORDER TO PREVENT THE FORMATION OF DEPRESS
<ul> <li>b) DISCHARGES ARE CAUSING WATER QUALITY EXCEEDANCES, AS DEFINED BY THE EPA, OR THE BMPS ARE INEFFECTIVE IN MINIMIZING POLLUTANTS IN STORMWATER DISCHARGING FROM THE CONSTRUCTION SITE.</li> </ul>	5. SOD SHALL BE MACHINE CUT AT A UNIFORM SOIL THICKNESS OF
9. EROSION CONTROL MEASURES SHALL REMAIN IN PLACE AT LOCATIONS SHOWN IN THE PLANS OR AS REQUIRED UNTIL	CUTTING. THIS THICKNESS SHALL EXCLUDE SHOOT GROWTH AN 6. PIECES OF SOD SHALL BE CUT TO THE SUPPLIER'S STANDARD V
CONSTRUCTION IS COMPLETED, SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL EROSION CONTROL MEASURES ARE THEN TO BE REMOVED UPON APPROVAL BY THE ENGINEER OF RECORD.	DEVIATION IN ANY DIMENSION OF 5%. TORN OR UNEVEN PADS S
10. EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMENTATION AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT LOCATIONS DESCRIBED IN THE APPROVED SWPPP OR AS	7. STANDARD SIZE SECTIONS OF SOD SHALL BE STRONG ENOUGH
DIRECTED BY THE OWNER OR THE OWNER'S DESIGNATED REPRESENTATIVE TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.	SIZE AND SHAPE WHEN SUSPENDED FROM A FIRM GRASP ON O 8. SOD SHALL BE NOT CUT OR LAID IN EXCESSIVELY WET OR DRY
11. SWEEPING THE PERIMETER ROADS SHALL BE REQUIRED AS NEEDED TO REMOVE ANY DEBRIS OR SEDIMENT AS A	9. SOD SHALL BE HARVESTED, DELIVERED, AND INSTALLED WITHIN
RESULT OF PROJECT ACTIVITIES, AS PER THE ENGINEER OF RECORD OR FDEP'S COMPLIANCE AND ENFORCEMENT OFFICER.	10. IRRIGATE AREAS TO BE SODDED WITH A MINIMUM OF $\frac{1}{2}$ IN. OF W
12. ADDITIONAL SEDIMENT AND EROSION CONTROL MEASURES MAY BE REQUIRED DURING ANY PHASE OF DEVELOPMENT, AT THE DISCRETION OF THE ENGINEER OF RECORD OR FDEP'S COMPLIANCE AND ENFORCEMENT OFFICER.	
13. CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT SITE. SHOULD CONTRACTOR	<ol> <li>THE FIRST ROW OF SOD SHALL BE LAID IN A STRAIGHT LINE WIT BUTTING TIGHTLY AGAINST EACH OTHER. LATERAL JOINTS SHAI</li> </ol>
REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE OWNER OR THE OWNER'S DESIGNATED REPRESENTATIVE. CONTRACTOR SHALL PROVIDE THE	GROWTH AND STRENGTH. CARE SHALL BE EXERCISED TO INSU THAT ALL JOINTS ARE BUTTED TIGHT IN ORDER TO PREVENT VC
OWNER OR THE OWNER'S DESIGNATED REPRESENTATIVE WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE. SINCE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS	12. ON SLOPES 3:1 OR GREATER, OR WHEREVER EROSION MAY BE
THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE AS A HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT NEED THE MSDS MANAGEMENT PERMIT. ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL	JOINTS AND SECURED BY PEGGING OR OTHER APPROVED METH PERPENDICULAR TO THE SLOPE (ON THE CONTOUR). BEGIN LAY
FOUND ON THE PROJECT BY CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE OWNER OR THE OWNER'S	UPHILL.
DESIGNATED REPRESENTATIVE AND WHO SHALL PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE OWNER OR THE OWNER'S DESIGNATED REPRESENTATIVE WILL ARRANGE FOR	<ol> <li>AS SODDING OF CLEARLY DEFINED AREAS IS COMPLETED, SOD CONTACT BETWEEN ROOTS AND SOIL.</li> </ol>
INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE OWNER OR THE OWNER'S	14. AFTER ROLLING, SOD SHALL BE IRRIGATED TO A DEPTH SUFFIC
DESIGNATED REPRESENTATIVE.	SOIL 4 IN. BELOW THE SOD IS THOROUGHLY WET.
14. ALL SOD MATERIALS SHALL BE SUBJECT TO INSPECTION PRIOR TO PLACEMENT. ANY SOD WITH NOXIOUS WEEDS AND GRASSES SHALL BE REJECTED FOR USE ON THE PROJECT. CONTRACTOR SHALL FURNISH THE OWNER OR THE	SILT FENCE 1. SYNTHETIC FILTER FABRIC SHALL BE A PERVIOUS SHEET OF PR
OWNER'S DESIGNATED REPRESENTATIVE, PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICE DIVISION OF PLANT INDUSTRY, STATING THAT THE	AND SHALL BE CERTIFIED BY THE MANUFACTURER OR SUPPLIE
SOD, HAY, STRAW, AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS.	REQUIREMENTS: FILTERING EFFICIENCY: (VTM-51) 75% (MIN.)
15. EQUIPMENT MAINTENANCE AND REPAIR SHALL BE LIMITED TO ONE AREA OF THE PROJECT. AN ADEQUATE NUMBER OF WASTE DISPOSAL RECEPTACLES FOR LIQUID AND SOLID WASTE SHALL BE PROVIDED. WASTE SHALL BE DISPOSED OF	TENSILE STRENGTH AT 20% MAX. ELONGATION: (VTM-52)
PROPERLY OFF-SITE. THE MAINTENANCE AREAS SHALL BE INSPECTED AND CLEANED DAILY. CARE SHALL BE TAKEN THAT ANY OILS, GASOLINE, GREASE, SOLVENTS, AND OTHER POTENTIAL POLLUTANTS SHALL NOT BE WASHED	EXTRA STRENGTH 50 LB./LIN. IN. (MIN.)
OFFSITE, EITHER DIRECTLY OR INDIRECTLY, THROUGH THE STORMWATER CONVEYANCE SYSTEMS. 16. WASTE COLLECTION AND DISPOSAL - A SUFFICIENT NUMBER OF WASTE AND TRASH RECEPTACLES SHALL BE	STANDARD STRENGTH 30 LB./LIN. IN. (MIN.)
PROVIDED AT ALL TIMES. RECEPTACLES AND OTHER WASTE COLLECTION AREAS SHALL BE KEPT NEAT AND ORDERLY.	FLOW RATE: (VTM-51) 0.3 GAL./SQ. FT./MIN. (MIN.)
TRASH CANS AND DUMPSTERS SHALL HAVE COVERS TO PREVENT THE ENTRANCE OF RAINFALL. ALL WASTE MATERIALS SHALL BE COLLECTED WEEKLY AT A MINIMUM AND DISPOSED AT A SUITABLE LANDFILL. TRASH	SYNTHETIC FILTER FABRIC SHALL CONTAIN ULTRAVIOLET RAY I
COLLECTION POINTS SHALL BE LOCATED WHERE THEY WILL BE LEAST IMPACTED BY CONCENTRATED STORMWATER RUNOFF.	OF 6 MONTHS OF EXPECTED USABLE CONSTRUCTION LIFE AT A 2. POSTS FOR SILT FENCES SHALL BE EITHER 2 X 2 IN. SQUARE OF
17. DEMOLITION AND ACCESS AREAS - DUST CONTROL TECHNIQUES SHALL BE USED DURING DEMOLITION WHERE LARGE AMOUNTS OF DUST ARE GENERATED. IF WATER OR SLURRY IS USED TO CONTROL DUST, IT SHALL BE RETAINED ON	OF 4 FT. STEEL POSTS SHALL HAVE PROJECTIONS FOR FASTEN
THE SITE. 18. WASHING AREAS - AN AREA SHALL BE DESIGNATED BY THE CONTRACTOR FOR WASHING VEHICLES AND WILL BE	<ol> <li>A TRENCH SHALL BE EXCAVATED APPROXIMATELY 2 IN. WIDE AI THE STAKES.</li> </ol>
LOCATED WHERE THE WASH WATER WILL SPREAD OUT AND EVAPORATE OR INFILTRATE DIRECTLY INTO THE GROUND	4. THE FILTER FABRIC SHALL BE STAPLED TO THE WOODEN STAKE
OR WHERE THE RUNOFF CAN BE COLLECTED IN A TEMPORARY HOLDING OR SEEPAGE BASIN. WASH AREAS SHALL HAVE GRAVEL BASES TO MINIMIZE MUD GENERATION.	THE TRENCH. THE HEIGHT OF THE FILTER BARRIER SHALL BE A
19. STORAGE OF CONSTRUCTION MATERIALS - AN ISOLATED AREA SHALL BE DESIGNATED TO STORE CHEMICALS, CEMENTS, SOLVENTS, PAINTS, OR OTHER POTENTIAL WATER POLLUTANTS. THE AREA SHALL BE SO LOCATED AS TO	<ol><li>THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED MAINTENANCE AND INSPECTION</li></ol>
ELIMINATE RUNOFF POLLUTION. TOXIC CHEMICALS AND MATERIALS, SUCH AS PESTICIDES, PAINTS, AND ACIDS SHALL BE STORED ACCORDING TO THE MANUFACTURER'S GUIDELINES. CARE SHALL BE TAKEN IN THE USE OF THESE	ALL BMPS SHALL BE INSPECTED WEEKLY AT A MINIMUM AND AFTER E
MATERIALS TO AVOID ACCIDENTAL SPILLS. GROUNDWATER RESOURCES SHALL BE PROTECTED BY THE USE OF	REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY UPON COMPLETIC REMOVED WHEN THEY REACH APPROXIMATELY ONE-HALF THE HEIGI
PLASTIC MATS, TAR PAPER OR OTHER IMPERVIOUS MATERIALS ON ANY GROUND SURFACE WHERE TOXIC LIQUIDS ARE TO BE OPENED AND STORED.	DEPOSITS SHALL BE DISPOSED OF IN A SUITABLE AREA AND IN SUCH
20. SANITARY FACILITIES - ADEQUATE SANITARY FACILITIES SHALL BE PROVIDED DURING ALL CONSTRUCTION PHASES FOR WORKERS ACCORDING TO APPLICABLE HEALTH AND SAFETY PRACTICES AND REGULATIONS.	VEGETATIVE COVERS: PERMANENT SEEDING
21. ALL DISTURBED AREAS TO BE LEFT IDLE LONGER THAN 14 DAYS MUST BE STABILIZED WITH QUICK GROW GRASS SEED	1. INSPECT THE VEGETATED AREAS WEEKLY FOR SIGNS OF POOR
AND MULCH. 22. ADDITIONAL SEDIMENT AND EROSION CONTROL MEASURES MAY BE REQUIRED, DURING ANY PHASE OF THE	<ol> <li>AREAS WHICH FAIL TO ESTABLISH VEGETATIVE COVER ADEQUA WITH PROPER TOPSOIL AND RE-SEEDED AS SOON AS SUCH ARE</li> </ol>
DEVELOPMENT, AT THE DISCRETION OF THE CITY OF TALLAHASSEE'S ENVIRONMENTAL INSPECTOR. 23. NO TRENCHING OR EXCAVATION SHALL BE ALLOWED WITHIN THE CPZ OF PROTECTED TREES, EXCEPT WHERE DEBITS	3. AREAS WHERE SEEDING HAS BEEN ESTABLISHED SHALL BE MO
OR AN ARBORICULTURAL MITIGATION PLAN HAVE BEEN NOTED ON THE PLANS. 24. WHERE UNDERGROUND UTILITIES CONFLICT WITH PROPOSED PLANTINGS, TREE PLACEMENT SHALL BE A MINIMUM OF	
TEN FEET FROM THE UNDERGROUND UTILITY OR A ROOT BARRIER OF TWO FEET DEEP SHALL BE INSTALLED.	SILT FENCE 1. SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH F
BEST MANAGEMENT PRACTICES	DAILY DURING PROLONGED RAINFALL EVENTS. ANY REQUIRED I
THE FOLLOWING BMPS SHALL BE USED TO CONTROL SEDIMENTATION AND EROSION DURING THE PROJECT:	<ol> <li>SEDIMENT DEPOSITS ALONG THE SILT FENCE SHALL BE REMOV REACHED HALF THE HEIGHT OF THE ABOVE GROUND PORTION</li> </ol>
<ol> <li>VEGETATIVE COVERS, BOTH TEMPORARY AND PERMANENT SHALL BE USED TO STABILIZE DISTURBED SOIL THROUGHOUT THE PROJECT.</li> </ol>	3. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BAR
2. SILT FENCE SHALL BE USED TO DETER MIGRATION OF SEDIMENTS FROM THE PROJECT SITE INTO THE STORMWATER	CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED O AND GEO-TEXTILE FABRIC SHALL BE CHANGED AS NEEDED TO A
MANAGEMENT FACILITY NORTHEAST OF THE SITE. 3. INLET PROTECTION FOR DITCH BOTTOM INLETS SHALL BE USED THROUGHOUT THE PROJECT WHEREVER THERE ARE	<ul> <li>4. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOM</li> </ul>
EXISTING OR NEWLY CONSTRUCTED DITCH BOTTOM INLETS.	USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FAB
<ol> <li>CURB INLET PROTECTION SHALL BE PROVIDED AT THE EXISTING AND CONSTRUCTED CURB INLETS THROUGHOUT THE PROJECT.</li> </ol>	
	CONTRACTOR CERTIFICATION I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL
SPECIFICATIONS VEGETATIVE COVERS: PERMANENT SEEDING	STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE
1. VEGETATION SHALL BE USED SO THAT DISTURBED AREAS WILL NOT BE DESTABILIZED FOR MORE THAN SEVEN (7)	AND THIS SWPPP PREPARED THERE UNDER.
DAYS. SHOULD AREAS REMAIN DISTURBED FOR MORE THAN SEVEN (7) DAYS, THE AREA SHALL BE TEMPORARILY STABILIZED AS OUTLINED BELOW. AFTER SEEDING, EACH AREA SHALL BE MULCHED WITH 4,000 POUNDS (LB.) OF	
STRAW PER ACRE. IF EXPOSED SLOPES ARE GREATER THAN OR EQUAL TO 5%, THEN AN EROSION BLANKET SUCH AS	CONTRACTOR DATE
NORTH AMERICAN GREEN BIONET S75BN OR APPROVED EQUIVALENT SHALL BE UTILIZED UNTIL THE AREA ACHIEVES FINAL STABILIZATION. HYDROMULCH MAY BE USED AS AN ALTERNATIVE.	CONTRACTOR SHALL CONTROL EROSION WITHIN THE PROJECT LIMIT
2. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED OR ARE TO BE LEFT	DOWNSTREAM OF THE PROJECT DUE TO UNCONTROLLED EROSION (
IDLE FOR MORE THAN 14 DAYS, SHALL BE STABILIZED WITH TEMPORARY SEED, SOD OR PERMANENT VEGETATIVE STABILIZATION METHODS	SHOULD ADDITIONAL BMPS BE REQUIRED TO CONTROL EROSION ANI
3. VEGETATION SHALL NOT BE ESTABLISHED ON SLOPES THAT ARE UNSUITABLE DUE TO INAPPROPRIATE SOIL TEXTURE,	SHALL PROVIDE THE ENGINEER WITH A SUPPLEMENTARY STORMWA BMPS PLACED AS NEEDED.
POOR INTERNAL STRUCTURE OR INTERNAL DRAINAGE, VOLUME OF OVERLAND FLOW, OR EXCESSIVE STEEPNESS, UNTIL MEASURES HAVE BEEN TAKEN TO CORRECT THESE PROBLEMS.	CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESCAPE OF SEDIME
4. SURFACE ROUGHENING: IF THE AREA HAS BEEN RECENTLY LOOSENED OR DISTURBED, NO FURTHER ROUGHENING IS	FOR ANY AND ALL IMPACTS RESULTING FROM SUCH EVENTS. CONTR
REQUIRED. WHEN THE AREA IS COMPACTED, CRUSTED, OR HARDENED, THE SOIL SURFACE SHALL BE LOOSENED BY DISKING, RAKING, HARROWING, OR OTHER ACCEPTABLE MEANS.	DOWNSTREAM IMPACTS DUE TO THE RELEASE OF SEDIMENTS FROM SEDIMENTATION AND EROSION THAT MAY RESULT FROM THE BUILDU
5. LIMING: WHERE SOILS ARE KNOWN TO BE HIGHLY ACID (PH 5.5 AND LOWER), LIME SHALL BE APPLIED AT THE RATE OF	PROJECT. CONTRACTOR SHALL FULLY BEAR THE FINANCIAL COST OF EVENTS.
<ul><li>TWO TONS OF PULVERIZED AGRICULTURAL LIMESTONE PER AC.</li><li>6. FERTILIZER: SHALL BE APPLIED AS 130 LB./AC. OF 16-4-8 (3 LB./1,000 SF) OR EQUIVALENT. GREATER THAN 30% OF THE</li></ul>	
NITROGEN SHALL BE IN SLOW RELEASE FORM. LIME AND FERTILIZER SHALL BE INCORPORATED INTO THE TOP 2 TO 4	
IN. OF THE SOIL. 7. CERTIFIED SEED SHALL BE USED FOR ALL PERMANENT SEEDING.	
<ol> <li>CERTIFIED SEED SHALL DE USED FOR ALL PERMANENT SEEDING.</li> <li>8. PERMANENT SEEDING SHALL UTILIZE CENTIPEDE AT A RATE OF 10 POUNDS PER 1000 SF.</li> </ol>	
9. APPLY SEED UNIFORMLY WITH A CYCLONE SEEDER, DRILL, CULTIPACKER SEEDER, OR HYDROSEEDER ON A FIRM,	
FRIABLE SEEDBED. MAXIMUM SEEDING DEPTH SHALL BE ¼ IN.	

SWPPP NOTES:

10. WHEN HYDROSEEDING, IF A MACHINERY BREAKDOWN OF 30 MINUTES TO 2 HOURS OCCURS, 50% MORE SEED SHALL BE ADDED TO THE TANK, BASED ON THE PROPORTION OF THE SLURRY REMAINING IN THE TANK. BEYOND 2 HOURS, A

> UPON COMPLETION OF SEED APPLICATION. URE. SUPPLY WATER AS NEEDED, ESPECIALLY LATE IN ADVERSE SITES. WATER APPLICATION RATES SHALL BE

> Y REPAIRS AND RESEEDINGS WITHIN THE SAME SEASON,

OSION, OVER-SEED AND FERTILIZE IN ACCORDANCE WITH

TO ENSURE PROPER STAND DENSITY.

BE BROUGHT TO FINAL GRADE IN ACCORDANCE WITH THE H TOPSOIL AS POSSIBLE OR REPLACE THE TOPSOIL TO A

UIREMENTS FOR LIME AND FERTILIZER. THESE D BE SODDED, AND INCORPORATED INTO THE TOP 3 TO 6 TABLE MEANS.

OF TRASH, DEBRIS, ROOTS, BRANCHES, STONES AND IALL NOT BE APPLIED TO GRAVEL OR OTHER NON-SOIL

M TOPSOIL OR OTHER OPERATIONS SHALL BE FILLED OR SSIONS OR WATER POCKETS.

S OF 3/4 IN., PLUS OR MINUS 1/4 IN., AT THE TIME OF AND THATCH.

WIDTH AND LENGTH, WITH A MAXIMUM ALLOWABLE SHALL NOT BE ACCEPTABLE.

IGH TO SUPPORT THEIR OWN WEIGHT AND RETAIN THEIR NONE END OF THE SECTION.

RY WEATHER.

HIN A PERIOD OF 36 HOURS.

F WATER UNLESS RECENT RAINS HAVE PROVIDED

WITH SUBSEQUENT ROWS PLACED PARALLEL TO AND HALL BE STAGGERED TO PROMOTE MORE UNIFORM SURE THAT SOD IS NOT STRETCHED OR OVERLAPPED AND VOIDS WHICH WOULD CAUSE DRYING OF THE ROOTS. BE A PROBLEM, SOD SHALL BE LAID WITH STAGGERED ETHODS. SOD SHALL BE INSTALLED WITH THE LENGTH LAYING SOD AT THE BOTTOM OF THE SLOPE AND WORK

OD SHALL BE ROLLED OR TAMPED TO PROVIDE FIRM

FICIENT THAT THE UNDERSIDE OF THE SOD PAD AND THE

PROPYLENE, NYLON, POLYESTER OR ETHYLENE YARN LIER AS CONFORMING TO THE FOLLOWING

INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM T A TEMPERATURE RANGE OF 0° F TO 120°F.

OR 1.33 LB. / LINEAR FT. STEEL WITH A MINIMUM LENGTH ENING WIRE TO THEM.

E AND 6 IN. DEEP AROUND THE OUTSIDE PERIMETER OF

AKES, AND 10 IN. OF THE FABRIC SHALL BE EXTENDED INTO E A MINIMUM OF 28 IN. AND A MAXIMUM HEIGHT OF 30 IN. ED OVER THE FILTER FABRIC.

R EVERY RAINFALL EVENT EXCEEDING 1/2 IN. ANY TION OF THE INSPECTION. SEDIMENT DEPOSITS SHALL BE EIGHT OF ANY SEDIMENT FILTER OR BARRIER. SUCH ICH A MANNER THAT IT WILL NOT ERODE.

OR OR NO GERMINATION AND INDICATIONS OF EROSION. QUATELY TO PREVENT RILL EROSION SHALL BE FILLED IN AREAS ARE IDENTIFIED.

MOWED A MINIMUM OF EVERY TWO (2) WEEKS.

CH RAINFALL EVENT OF 1/2 IN. OR GREATER AND AT LEAST ED REPAIRS SHALL BE MADE IMMEDIATELY. OVED ONCE THE HEIGHT OF THE SEDIMENT DEPOSIT HAS ON OF THE SILT FENCE BARRIER.

BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO D OR SODDED. INLET PROTECTION SHALL BE INSPECTED O ALLOW POSITIVE FLOW.

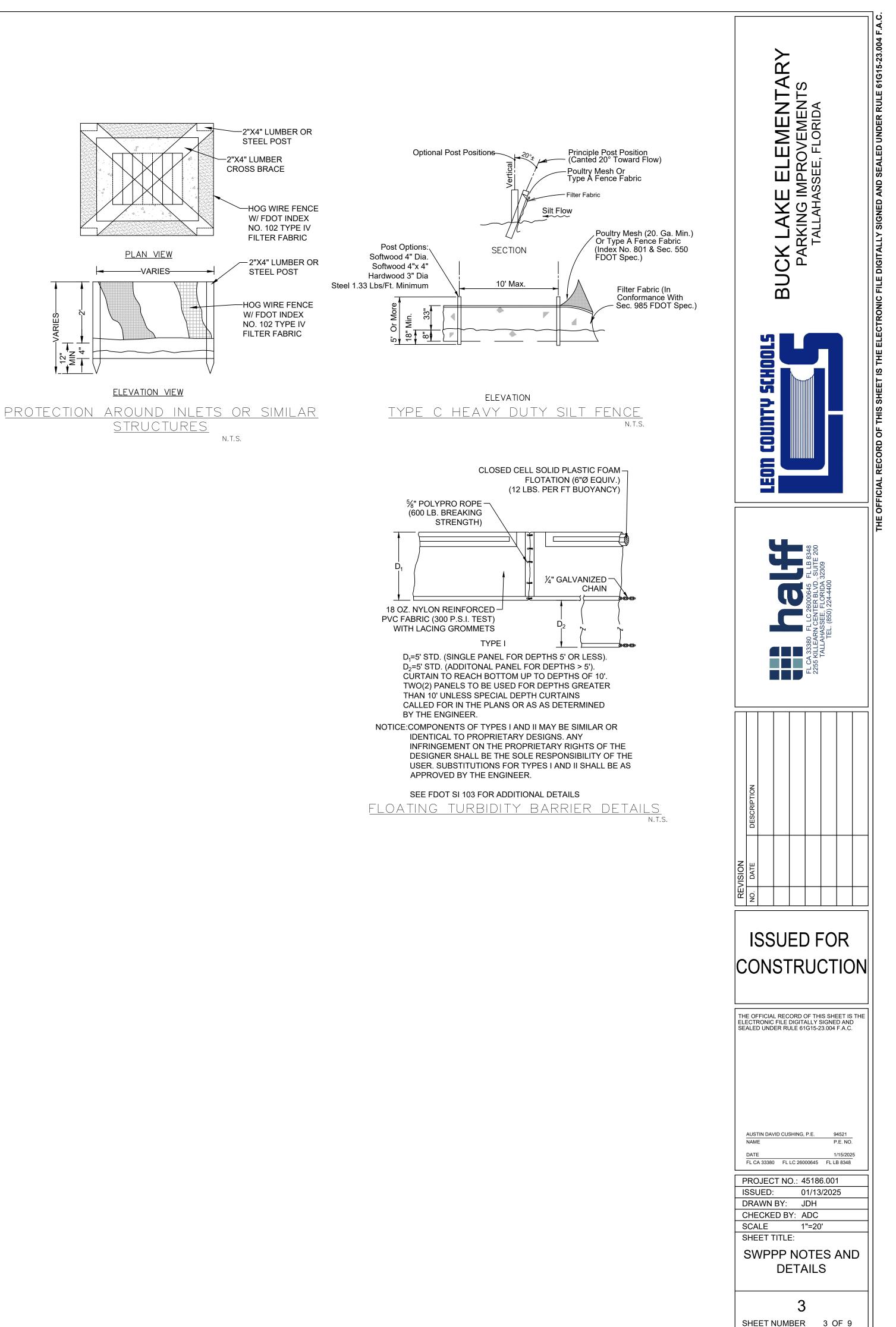
OME INEFFECTIVE BEFORE THE END OF THE EXPECTED ABRIC SHALL BE REPLACED PROMPTLY.

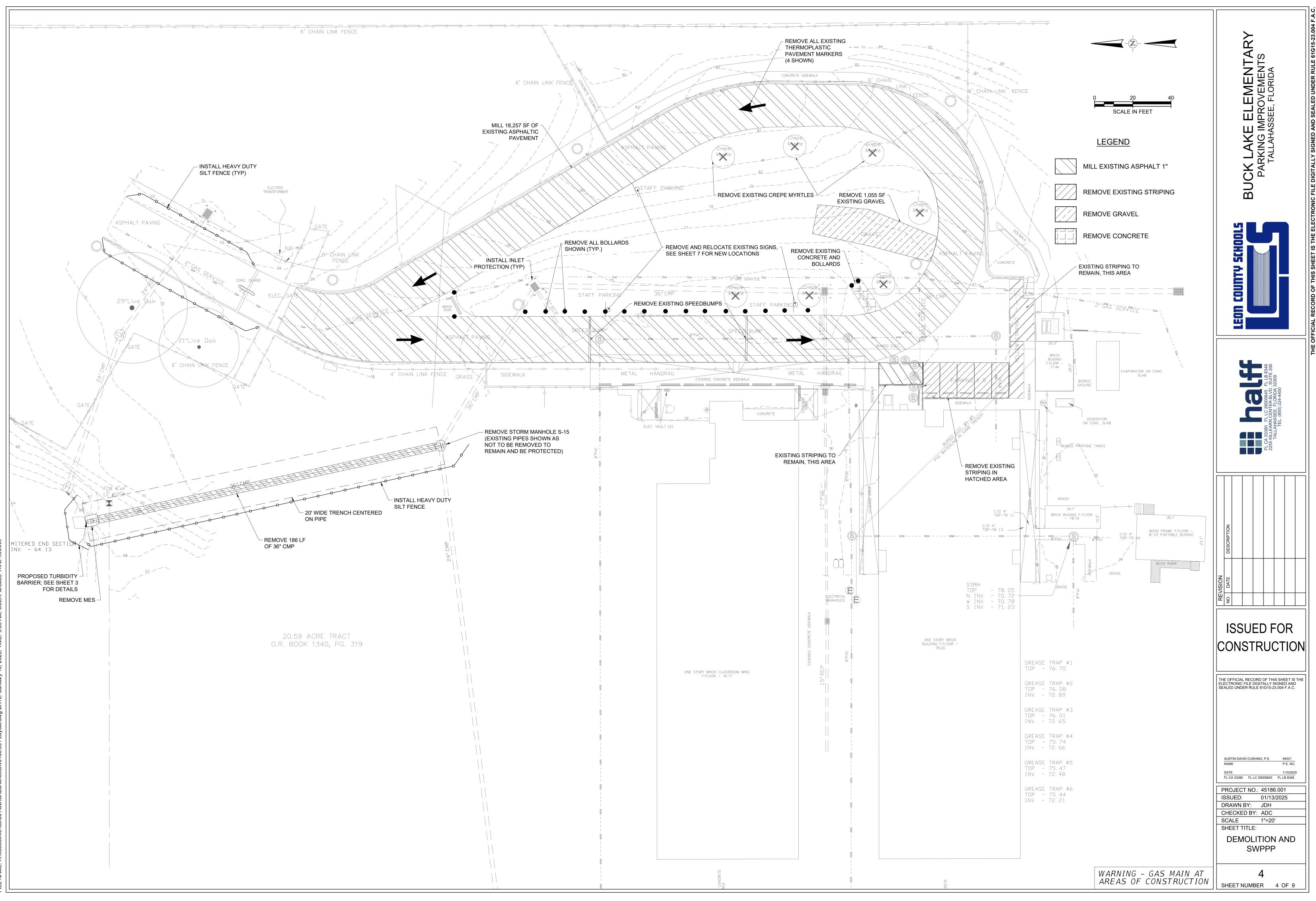
ALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE RGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES

MITS SUCH THAT THERE ARE NO NEGATIVE IMPACTS N OR SEDIMENTATION.

AND SEDIMENTATION FROM THE SITE, THE CONTRACTOR WATER POLLUTION PROTECTION PLAN WITH APPROPRIATE

IMENT FROM THE SITE AND SHALL BE HELD RESPONSIBLE ITRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF OM THE SITE INCLUDING BUT NOT LIMITED TO DUP OF SUCH SEDIMENTS DOWNSTREAM OF THE T OF ANY PENALTIES OR FINES RESULTING FROM SUCH





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### GENERAL CONSTRUCTION NOTES:

- ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK AND SHALL CONFORM TO THE MINIMUM STANDARDS SET FORTH.
- . IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH ALL THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTIONS.
- THE CONTRACTOR SHALL, PRIOR TO ANY CONSTRUCTION ACTIVITY, SPONSOR A PRE-CONSTRUCTION MEETING WITH ALL PERMITTING AGENCIES INVOLVED, INCLUDING HALFF, AND UTILITY OWNERS WHOSE SYSTEMS ARE WITHIN THE LIMITS OF CONSTRUCTION.
- 4. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING THE OWNER WITH A LOCATION FOR STAGING PRIOR TO COMMENCEMENT OF CONSTRUCTION. 5. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO
- CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS BEFORE PERFORMING WORK IN THE AFFECTED AREA.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT.
- ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE "TRENCH SAFETY ACT", CHAPTER 553, PART III, FLORIDA STATUTES. THE CONTRACTOR SHALL INSURE THAT THE METHOD OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATION.
- PRIOR TO INSTALLATION, THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL PRE-CAST MATERIALS AND MANUFACTURED ITEMS TO THE ENGINEER FOR APPROVAL. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE.
- IF THE CONTRACTOR PROPOSES ANY MODIFICATION TO THESE PLANS OR STANDARDS CONTRACTOR SHALL SUBMIT, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER, DRAWINGS AND CALCULATIONS, DEMONSTRATING THE PROPOSED MODIFICATION WILL MEET THE REQUIREMENTS OF THE CONTRACT, REFERRED STANDARDS AND PERMITTING AGENCIES. 10. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE FOLLOWING IN THE FIELD:
- RIGHT OF WAY LINES, BENCHMARKS (ELEVATIONS), COORDINATES, CENTER LINES AND STATIONING AS MAY BE REQUIRED TO CONSTRUCT THE PROJECT 11. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN
- ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS. 12. ALL EXISTING ITEMS SHOWN IN THE PLANS ARE TO REMAIN UNLESS OTHERWISE DENOTED.
- 13. WHERE PROPOSED CURBING, ROADS, AND SIDEWALKS TIE INTO EXISTING CURBING, ROADS, AND SIDEWALKS. THE TIE IN POINT IS TO MATCH EXISTING. 14. CONTRACTOR SHALL PROVIDE NECESSARY PERMITTING THROUGH THE LEON COUNTY SCHOOL

#### PAVING AND GRADING NOTES:

BOARD CODE ENFORCEMENT OFFICE.

- 1. ALL ROADWAY WORK SHALL BE PERFORMED IN ACCORDANCE WITH FDOT "STANDARD PLANS FOR ROAD CONSTRUCTION" CURRENT EDITION.
- 2. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MULCH, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER, THE ENGINEER, OR REPRESENTATIVE FROM THE SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER REPRESENTATIVE. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS AND IN ACCORDANCE WITH THE SOILS REPORT. CONTRACTOR WILL ALSO REFER TO FDOT SPECIFICATIONS FOR FILL MATERIAL. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE.
- THE CONTRACTOR SHALL PROVIDE A PAVING MIX DESIGN TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO PLACEMENT ON SITE.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.
- ALL NECESSARY FILL AND EMBANKMENT, THAT IS PLACED DURING CONSTRUCTION. SHALL CONSIST OF MATERIAL SPECIFIED BY ARDAMAN & ASSOCIATES, INC. OR THE ENGINEER OF RECORD AND BE PLACED AND COMPACTED ACCORDING TO THESE PLANS OR THE REFERENCED GEOTECHNICAL REPORT PROVIDED BY ARDAMAN & ASSOCIATES INC. DATED JUNE 23, 2023. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE
- UNLESS OTHERWISE NOTED ON THE DRAWINGS. CONTRACTOR SHALL TRIM. TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW
- PAVEMENT MEETS EXISTING PAVEMENT. CONTRACTOR TO PROVIDE A 1/2" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND OTHER MATERIALS (BUILDING, OTHER POURED CONCRETE, ETC.). ALL PAVEMENT MARKINGS INSIDE CITY R.O.W. SHALL BE THERMOPLASTIC, ALL OTHER PAVEMENT
- MARKING SHALL BE MADE WITH PERMANENT PAINT U.N.O. AND ALL PAVEMENT MARKINGS SHALL CONFORM TO FDOT STANDARD PLANS 711-001 10. THE CONTRACTOR WILL STABILIZE BY SEED AND MULCH, SOD OR OTHER APPROVED MATERIALS
- ANY DISTURBED AREAS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE UTILITY SYSTEMS AND PAVEMENT AREAS. CONTRACTOR SHALL MAINTAIN SUCH AREAS UNTIL FINAL ACCEPTANCE BY THE OWNER.
- 11. ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION. 12. ALL WORKMANSHIP AND MATERIALS USED IN THE CONSTRUCTION OF THIS PROJECT SHALL
- CONFORM TO FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", CURRENT EDITION UNLESS OTHERWISE INDICATED.
- 13. EXISTING SIGNAGE THAT WILL BE AFFECTED BY CONSTRUCTION WILL BE RELOCATED DURING CONSTRUCTION AND KEPT VISIBLE AT ALL TIMES.
- 14. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH ARDAMAN & ASSOCIATES, INC. FOR ALL REQUIRED TESTING. UPON COMPLETION OF THE WORK, SOILS ENGINEER WILL SUBMIT CERTIFICATIONS TO OWNER AND THE ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MFT

#### SITEWORK NOTES:

- CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE RECONSTRUCTED, SEEDED, MULCHED OR SODDED WITHIN ONE WEEK FOLLOWING CONSTRUCTION.
- DURING CLEARING AND GRUBBING, THE REMOVED SOIL SHALL BE STOCKPILED AS DESIGNATED BY THE ENGINEER TO BE USED FOR FILL PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER. REMAINING EARTHWORK THAT RESULTS FROM CLEARING AND GRUBBING OR SITE EXCAVATION IS TO BE UTILIZED ON-SITE. EXCESS MATERIAL IS TO BE EITHER STOCKPILED ON THE SITE OR DISPOSED OF AS DIRECTED BY THE OWNER. STOCKPILED MATERIAL WILL BE PROTECTED WITH SILT FENCING.
- CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING EXCESS EARTHWORK FROM THE SITE.
- THE CONTRACTOR SHALL SURVEY AND STAKE THE CLEARING LIMITS AS INDICATED BY THE PLANS AND RECEIVE APPROVAL FROM THE ENGINEER PRIOR TO COMMENCING WITH THE CLEARING AND GRUBBING OPERATION.
- BURNING OF MATERIALS AND/OR DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL DISPOSE OF ALL CLEARING AND GRUBBING MATERIAL OFF-SITE. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING WRITTEN PERMISSION FROM THE PROPERTY OWNERS PRIOR TO STORING OR STAGING ANY EQUIPMENT OR MATERIALS ON ANY PROPERTY NOT OWNED BY THE SCHOOL BOARD. A COPY OF THE WRITTEN PERMISSION WILL BE PROVIDED TO THE ENGINEER AND CITY PRIOR TO STORING OR STAGING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL AND STATE REGULATIONS CONCERNING SITE SAFELY AND HANDLING AND DISPOSAL OF CONTAMINATED SOILS AND MATERIALS.
- A-8 AND OTHER NON-SELECT SOILS, WHEN ENCOUNTERED, SHALL BE REMOVED FROM CONSTRUCTION AREAS AND BACK-FILLED WITH SELECT MATERIALS IN ACCORDANCE WITH FDOT INDICES 120-001 AND 120-002.
- CLEARING AND GRUBBING INCLUDES THE REMOVAL OF ALL INCIDENTAL ITEMS INCLUDING BUT NOT LIMITED TO STRUCTURES, CONCRETE, ASPHALT, GRAVEL, FENCING AND ANY OTHER IMPROVEMENTS TO BE REMOVED. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DISPOSE OF SUCH ITEMS OFF SITE AT APPROVED FACILITIES.
- ). ALL ROCKS OR STONES LARGER THAN 6" IN DIAMETER SHALL BE REMOVED FROM THE BACKFILL MATERIAL. BACKFILL MATERIAL PLACED WITHIN 1-FOOT OF PIPING AND APPURTENANCES SHALL NOT CONTAIN ANY STONES LARGER THAN 2" IN DIAMETER.
- 10. ANY DAMAGE TO EXISTING TOPOGRAPHIC FEATURES, NOT SPECIFICALLY ADDRESSED IN THE PLANS, SHALL BE RECONSTRUCTED AT THE COST OF THE CONTRACTOR.

#### **EXISTING FACILITIES:**

- BEFORE EXCAVATING TO HAVE UNDERGROUND UTILITIES MARKED. DISCOVERED TO BE BROKEN, BY NO FAULT OF THE CONTRACTOR.

#### AS-BUILT RECORD DRAWINGS:

- CONSIDERED INCIDENTAL TO OTHER PAY ITEMS IN THE CONTRACT
- DWG FORMAT ON A USB DRIVE.
- USB DRIVE. FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

#### SURVEY NOTES:

- EXPENSE.
- CONTRACTOR SHALL NOTIFY: DENIS RIORDAN

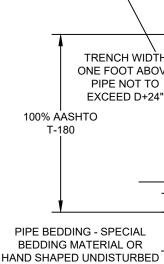
REGIONAL GEODETIC ADVISOR

NATIONAL GEODETIC SURVEY

JACKSON, MS

(240) 678-2107

DENIS.RIORDAN@NOAA.GOV MAPPER AT THE CONTRACTOR'S EXPENSE.



EARTH

ALL BACK FILL TO BE PLACED IN LIFTS THIN ENOUGH TO ALLOW COMPACTION TO BE ACHIEVED. LIFTS IN EXCESS OF TWO FEET, MEASURED LOOSE, SHALL NOT BE ALLOWED.

- BEARING FOR FULL LENGTH OF PIPE.
- JOINTS.

TRENCH COMPACTION DETAIL N.T.S.

1. INFORMATION SHOWN ON THE PLANS CONCERNING THE TYPE, SIZE, AND LOCATION OF WATER AND WASTEWATER UTILITIES IS BASED ON THE CITY'S UTILITY RECORDS AND TOPOGRAPHIC SURVEYS PROVIDED BY THE OWNER. THE PLANS MAY NOT SHOW ALL UTILITIES (ACTIVE OR INACTIVE) WITHIN THE PROJECT LIMITS, OR THAT UTILITIES ARE ACTUALLY IN THE HORIZONTAL OR VERTICAL POSITIONS SHOWN ON THE PLANS. DETERMINE THE TYPE, SIZE, AND LOCATION OF UNDERGROUND UTILITIES TO ESTABLISH THEIR LOCATIONS AND TO AVOID DAMAGE TO OTHER UTILITIES. CALL 811 (SUNSHINE ONE CALL OF FLORIDA) AT LEAST TWO FULL BUSINESS DAYS

2. EXISTING WATER AND WASTEWATER MAINS SHALL REMAIN IN-PLACE UNLESS OTHERWISE INDICATED IN THE PLANS TO BE REMOVED. WHERE AN EXISTING WATER OR WASTEWATER MAIN IS INDICATED IN THE PLANS TO BE "PLACED OUT-OF-SERVICE". THE CONTRACTOR SHALL ADJUST EXISTING CAST IRON MANHOLE RINGS AND VALVE BOXES TO MATCH FINAL GRADES IN ACCORDANCE WITH THE WATER VALVE AND MANHOLE ADJUSTMENT DETAIL SHOWN IN THE PLANS. THE CITY WILL FURNISH NEW CASTING UNITS TO REPLACE THE ONES THAT WERE

PREPARE AND SUBMIT TO THE ENGINEER FOR APPROVAL, FINAL RECORD DRAWINGS DEPICTING THE AS-BUILT CONDITIONS AS REQUIRED BY THE CITY OF TALLAHASSEE PERMIT CLOSEOUT CHECKLIST. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK AND IT SHALL BE

AS-BUILT CONDITIONS MEANS LOCATING BOTH HORIZONTALLY AND VERTICALLY ALL CONSTRUCTED IMPROVEMENTS ON THE SITE AND IDENTIFYING ELEVATIONS BY DEVELOPING CONTOURS AND SPOT ELEVATIONS TO DEMONSTRATE COMPLIANCE WITH DESIGN DRAWINGS. CONTRACTOR SHALL PROVIDE SIX (6) AS-BUILT DRAWINGS AND ASSOCIATED ELECTRONIC FILES IN

4. CONTRACTOR SHALL PROVIDE THREE (3) SETS OF CLOSE OUT DOCUMENTS IN PDF FORMAT ON A

5. CONTRACTOR SHALL ALSO PROVIDE A FINAL AS-BUILT SURVEY (SIGNED AND SEALED BY A

ALL VERTICAL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). HORIZONTAL DATUM REFERS TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83). ANY PUBLIC LAND CORNER OR BENCH MARK WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED. CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE IMMEDIATELY. ANY MONUMENT OTHERWISE DESTROYED BY CONTRACTOR SHALL BE RESET BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AT CONTRACTOR'S

4. IF ANY GEODETIC MONUMENT WITHIN THE LIMITS OF CONSTRUCTION ARE DISTURBED

5. ALL BENCHMARKS NOTED ON THE PLANS ARE TO BE MAINTAINED THROUGHOUT THE PROJECT. DESTROYED BENCHMARKS SHALL BE REDEFINED BY A FLORIDA PROFESSIONAL SURVEYOR AND

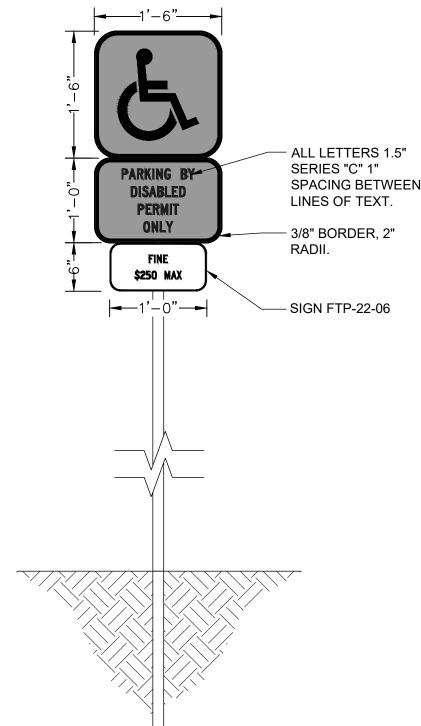
> -SLOPE TRENCH TO PROVIDE SAFE WORKING CONDITIONS IN ACCORDANCE WITH APPLICABLE CODES, LAW AND ORDINANCES TRENCH WIDTH ONE FOOT ABOVE 95% AASHTO, T-180 IN PIPE NOT TO OPEN AREAS EXCEED D+24" HAUNCHING MATERIA HAND TAMP THIS AREA TO ELIMINATE ALL VOIDS AND PROVIDE PROPER PIPE SUPPORT

2. PIPES TO BE INSTALLED IN DRY TRENCHES, DEWATERED BY WELLPOINTING. OPEN TRENCH PUMPING FOR DEWATERING SHALL NOT BE ALLOWED WITHOUT PRIOR APPROVAL OF THE ENGINEER.

3. IN THE EVENT THAT UNSUITABLE MATERIAL IS ENCOUNTERED AT THE TRENCH BOTTOM, THE ENGINEER WILL DIRECT THE AMOUNT OF MATERIAL TO BE REMOVED AND REPLACED WITH SUITABLE BEDDING MATERIAL

4. IF TRENCH IS OVER EXCAVATED BELOW BELL BEARING AREA, BACK FILL AND RECOMPACT TO REQUIRED DENSITY THEN HAND EXCAVATE TO PROVIDE

5. BEARING FROM JOINT TO JOINT WILL NOT BE ALLOWED. HAND DIG FOR BELL OR



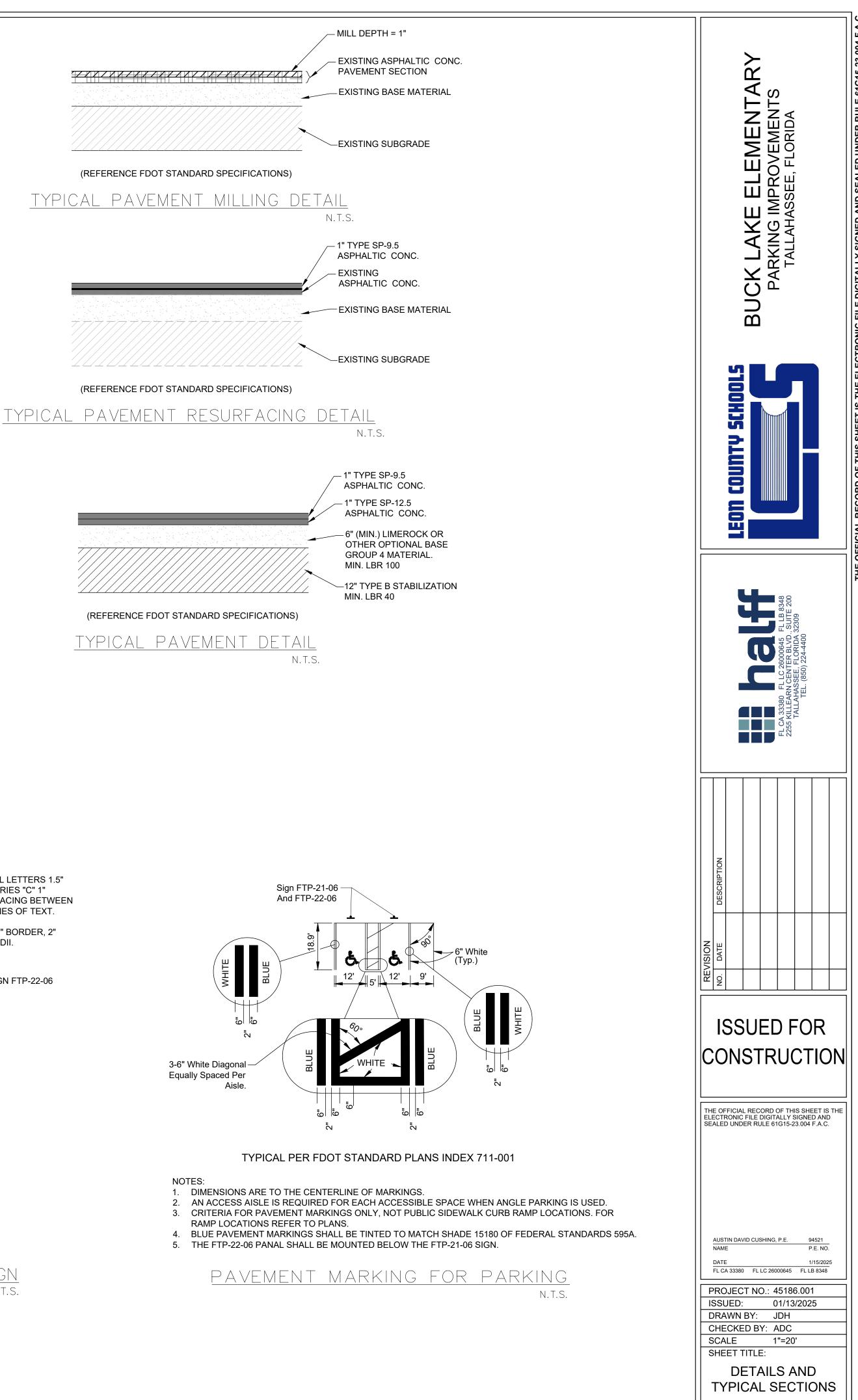
FTP-21-06 (REFERENCE FDOT

STANDARD PLANS 700-101&700-102)

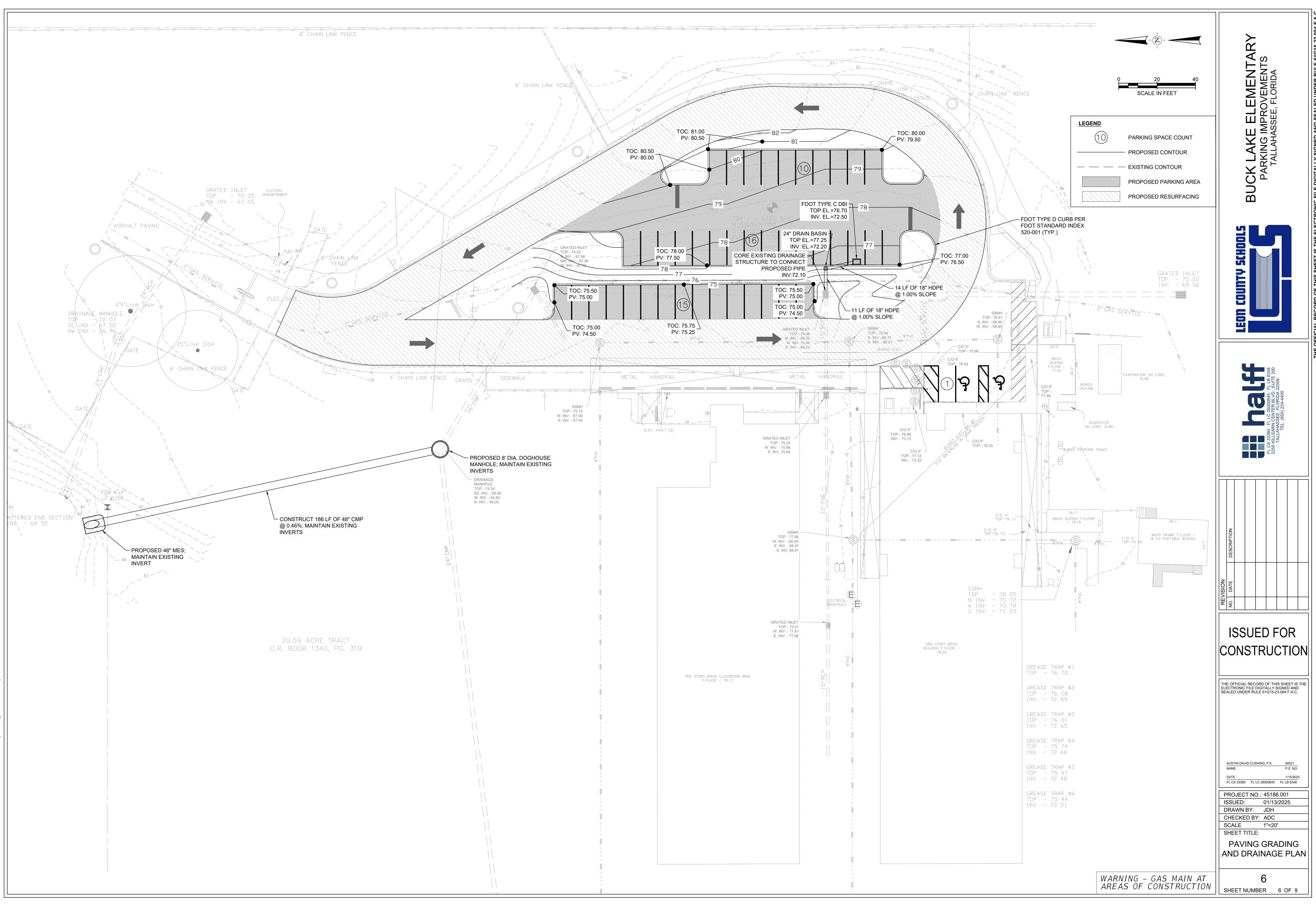
HANDICAP ACCESS SIGN

TYPICAL PAVEMENT MILLING DETAIL

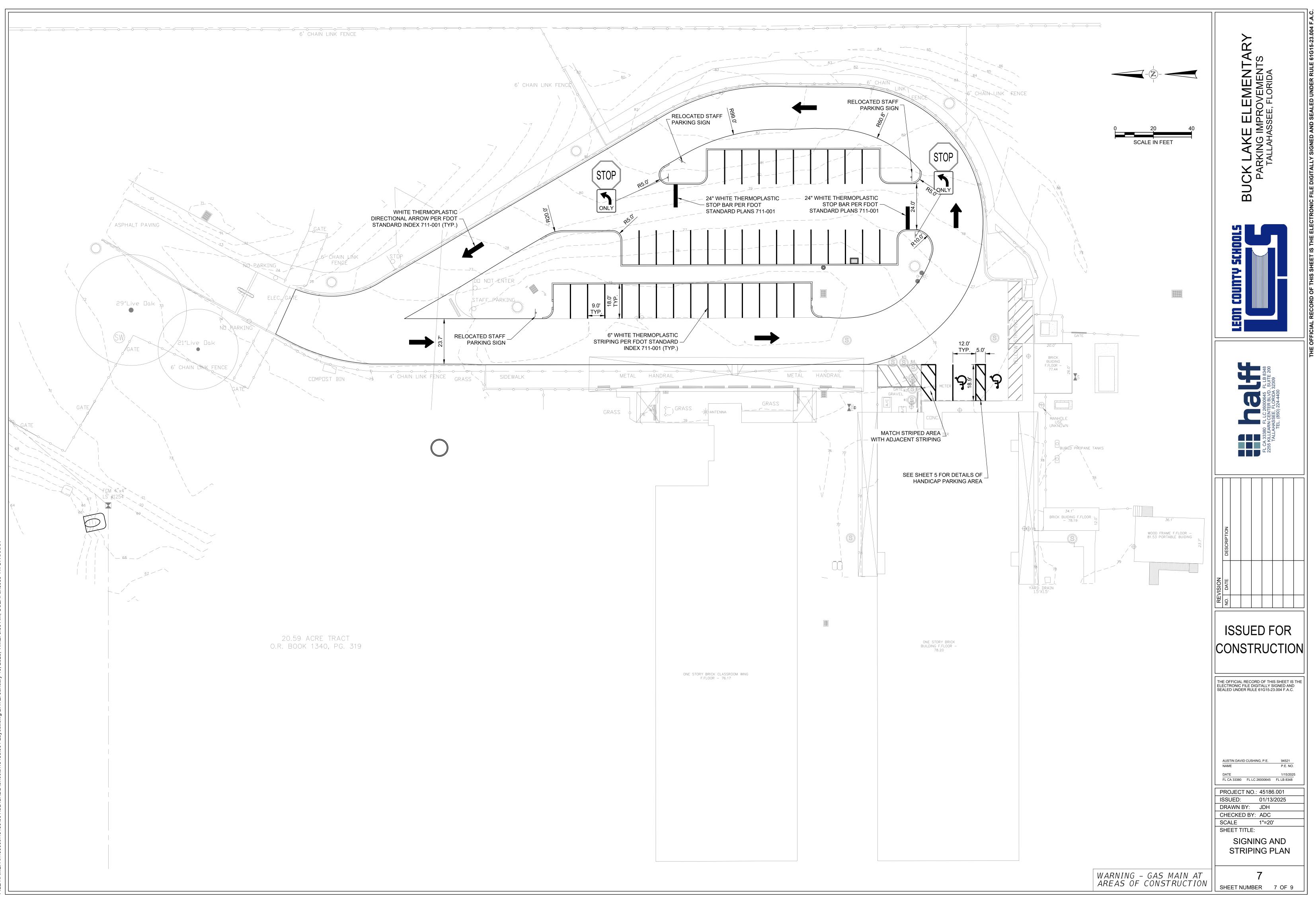
(REFERENCE FDOT STANDARD SPECIFICATIONS)



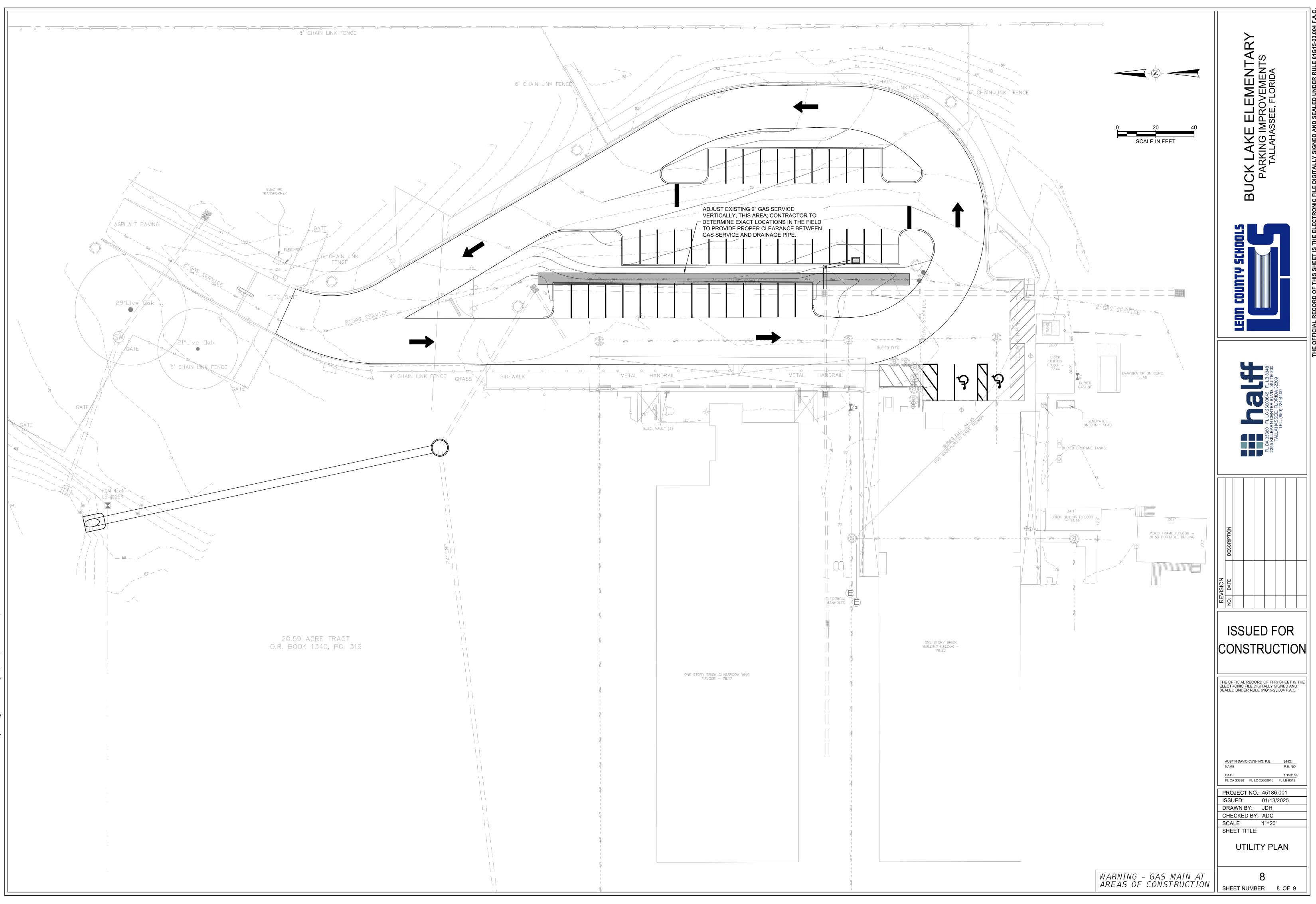
SHEET NUMBER 5 OF 9



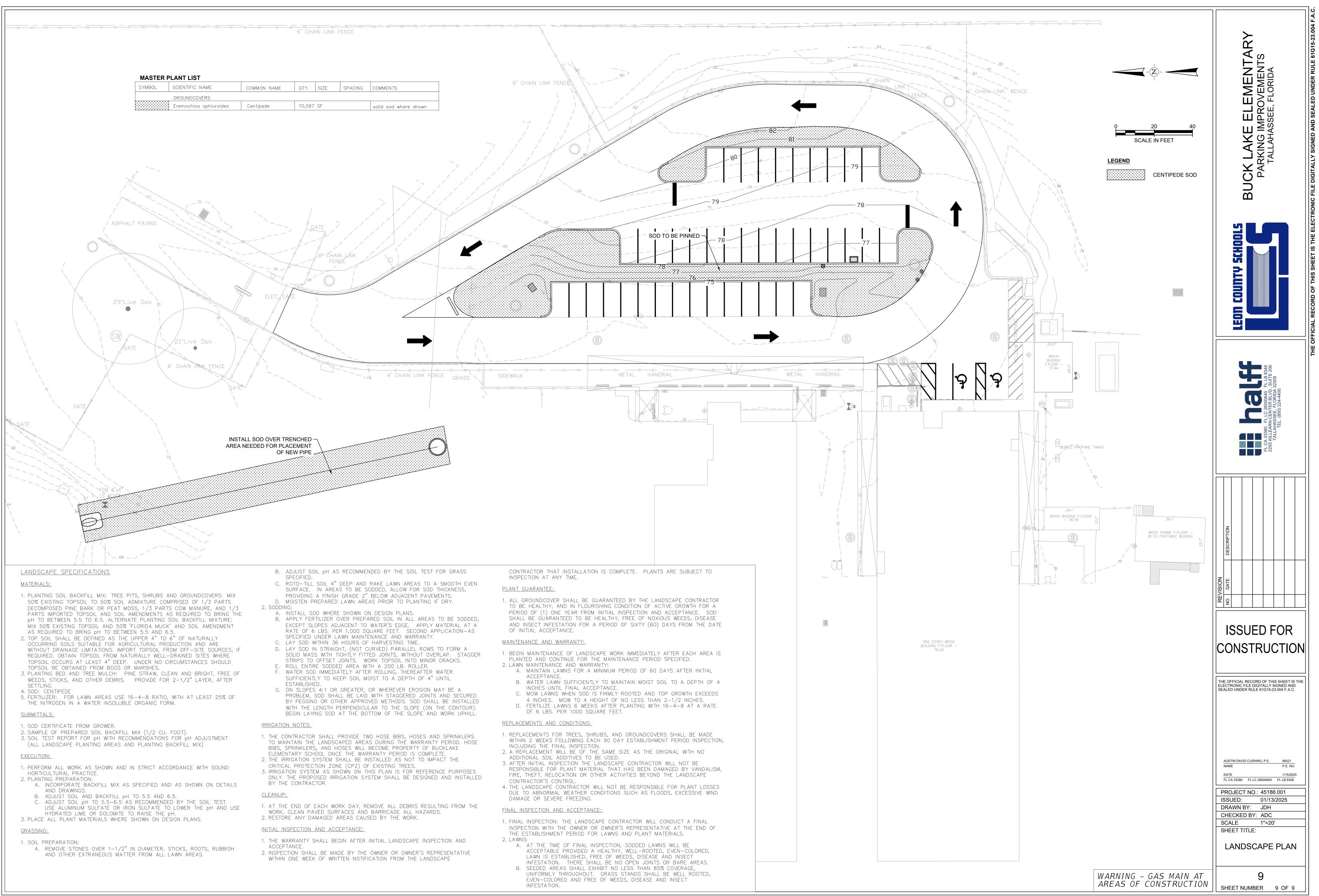
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#### **Exhibit C** Geotechnical Engineering Evaluation

Subsurface Exploration and Geotechnical Engineering Evaluation for Buck Lake Elementary School, Tallahassee, Florida



#### Ardaman & Associates, Inc.

#### **CORPORATE HEADQUARTERS**

8008 S. Orange Avenue, Orlando, FL 32809 - Phone: (407) 855-3860 Fax: (407) 859-8121

Branch Office Locations

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach Louisiana: Baton Rouge, Monroe, New Orleans, Shreveport

#### **MEMBERS:**

ASTM International American Concrete Institute Geoprofessional Business Association Society of American Military Engineers American Council of Engineering Companies



June 23, 2023 File No.113-23-40-1671

Halff Associates, Inc. 2507 Callaway Road, Suite 100 Tallahassee, Florida 32303 Email: <u>bKing@halff.com</u>

Attention: Mr. Bryan King, P.E., Vice President

Subject: Subsurface Soil Exploration and Geotechnical Engineering Evaluation for Buck Lake Elementary School, Tallahassee, Florida.

Dear Mr. King:

As requested and authorized, Ardaman and Associates, Inc. (Ardaman) has completed a shallow preliminary subsurface exploration for the subject project. The purposes of performing this exploration were to evaluate the general subsurface conditions, and to provide recommendations to guide site preparation for pavement support. This report documents our findings and presents our engineering recommendations.

#### FIELD EXPLORATION PROGRAM

#### **Standard Penetration Test (SPT) Borings**

The field exploration program included performing Standard Penetration Test (SPT) borings as follow:

Description	Number of Borings	Depth Below Ground Surface (feet)
New Pavement Inside Loop ("B" Borings)	3	10
Existing Pavement ("P" Borings)	5	4

The SPT borings were advanced to the proposed depth using the methodology outlined in ASTM D-1586. A summary of this field procedure is included in the Appendix A. We note that the top 4.5 feet of the SPT borings were advanced by hand augers without collecting SPT blow counts to avoid damage to unknown/unmarked underground utilities.

Samples were collected from the test holes in 18-inch increments to 10.5 feet below grade and in 5-foot increments beyond 10.5 feet using a standard "split-spoon". Split-spoon soil samples recovered during performance of the borings were visually classified in the field and representative portions of the samples were transported to our laboratory in sealed sample bags.



The groundwater levels at each of the boring locations were estimated during drilling. The borings were backfilled with soil cuttings and patched upon completion.

#### **Test Boring Locations**

The approximate locations of the SPT borings are provided on Figure 1. These locations were determined in the field by tape measuring/estimating distances from existing site features and should be considered accurate only to the degree implied by the method of measurement used. A surveyor should be retained to determine more precise locations if needed.

#### LABORATORY PROGRAM

Representative soil samples obtained during our field sampling operation were packaged and transferred to our laboratory for further visual examination and classification. The soil samples were visually classified in general accordance with the Unified Soil Classification System (ASTM D-2488) and AASHTO M-145. The resulting soil descriptions are shown on the soil boring profiles presented on Figure 2.

In addition, we conducted natural moisture content tests (ASTM D2216), and percent fines analyses (ASTM D1140) on selected soil samples obtained from the borings. The results of these tests are presented adjacent to the sample depth on the boring profiles on Figure 2.

#### **GENERAL SUBSURFACE CONDITIONS**

#### **General Soil Profile**

The results of the field exploration are graphically summarized on the soil boring profiles presented on Figure 2. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

In general, the borings performed on the existing pavement initially encountered about 1.5 to 2 inches thick asphaltic concrete underlain by about 5.5 to 10.5 inches thick limerock base. The borings then encountered brown to orangish brown clayey medium to fine sand (Stratum 1) or brown to orangish brown clayey to very clayey medium to fine sand (Stratum 2). Boring B-1 encountered about 2 feet thick layer of brown to orangish brown silty medium to fine sand (Stratum 3) underlying Stratum 1. Stratum 2 was encountered at boring B-2 and B-3 to the depth of boring termination (i.e., 10.5 feet below existing grade)

Based on the SPT "N"-values and our driller's notes, the encountered sandy soils were typically loose to medium. For detailed information please refer to the boring profiles shown in Figure 2.



#### Groundwater Level

The groundwater level was measured in the boreholes during drilling (on the day drilled after stabilization of the downhole water level). As shown on Figure 2, groundwater was not encountered in any of the borings. Fluctuation in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted. We note that groundwater may also "perch" (be held high) over clayey, low permeability soils within more permeable sandy soils during wet weather periods.

#### PAVEMENT EVALUATION

In general, the pavement appears to be in fair to good condition. The good sections generally encountered slight block cracking, and some longitudinal cracking along the alignment of the roadway, and the fair sections of pavement encountered block cracking and minor fatigue.

The pavement appears to be in good condition at the loop entrance near location boring P-1 and student pick up and drop off area (around boring P-2 and P-3), and the remaining pavement section appears to be in fair condition.

#### ENGINEERING EVALUATION AND RECOMMENDATIONS

#### General

The soils encountered are generally clayey. With clayey soils, anticipate that wet weather conditions will soften the soils. This often causes delays during construction. Providing positive drainage during site grading will reduce weather related delays. After wet weather periods, soil drying time and mechanical effort are typically required to proceed with grading.

Clayey soils, such as most of the soils encountered within the boings, are generally not recommended for re-use for pavement support within 12 inches of the bottom of base. These soils retain moisture and require additional time and effort to moisture condition appropriately to be able to achieve proper compaction. Additional details regarding the re-use of on-site soils as fill is provided in "Suitable Fill Material and Compaction of Fill Soils" section below.

#### **Pavement Support**

#### Stripping and Grubbing

The "footprints" of the proposed pavement and other site features requiring soil support, plus an appropriate margin, should be stripped of all surface vegetation, stumps, debris, organic topsoil or other deleterious materials, as encountered.

After stripping, the site should be grubbed or root-raked such that roots with a diameter greater than ½ inch, stumps, or small roots in a dense state, are completely removed. The actual



depth(s) of stripping and grubbing must be determined by visual observation and judgment during the earthwork operation.

#### Proof-rolling

We recommend proof-rolling the cleared surface to locate any unforeseen soft areas or unsuitable surface or near-surface soils, to increase the density of the upper foundation soils, and to prepare the existing surface for the addition of the fill soils, if required. The proof-rolling should occur after cutting but before any filling, if required.

Proof-rolling should consist of multiple passes of a loaded dump-truck. Each pass should overlap the preceding pass by 30 percent to achieve complete coverage. If deemed necessary, in areas that "yield", remove all deleterious material and/or moisture sensitive soils (soils with more than 15% fines) and replace with clean, compacted sand backfill.

Areas receiving fill should also be compacted to 95 percent of the modified Proctor maximum dry density value to a depth of at least 1-foot below the cleared surface. Additional passes and/or over-excavation and re-compaction may be required if these minimum density requirements are not achieved. The soil moisture should be adjusted as necessary during compaction. Heavy vibratory compaction should be used with due caution within 200 feet of existing structures, and hardscapes.

#### Suitable Fill Material and Compaction of Fill Soils

Fill required to elevate the pavement areas should preferably consist of "Select Fill", defined as uniformly graded, natural, clean silica sand to silty sand (A-3 to A-2-4) (SP or SP-SM or SM), free of organic materials, and deleterious materials. We recommend using fill with less than 15 percent by dry weight of material passing the U.S. Standard No. 200 sieve size. Soils encountered in the site do not appear to meet these criteria.

In the interest of economy, fill materials (not including utility backfill) may consist of "Suitable Fill", which includes silty to clayey sands (A-2-4, SM-SC materials), but with no more than 35% passing the U.S. No. 200 sieve (percent fines); liquid limit (LL) less than 40%; and plasticity index (PI) less than 10%; free of organics, highly plastic soils, and other deleterious materials.

We caution that "Suitable Fill" materials with more than 15% fines are likely to retain excess moisture and be difficult to dry and compact. Their compactability is dependent upon the amount of soil fines and the soil moisture content at the time of compaction. Construction delays are more likely during rainy periods when such soils are used. Consequently, using "Suitable Fill" soils can have a negative impact on the construction operations and schedule.

#### Typical Asphaltic Concrete Surface Pavement Section

Site Preparation



All areas to be paved should be prepared as previously outlined. Prior to placement of the stabilized subgrade installation, the subgrade (12 to 18 inches below bottom of base) soil compaction should be verified for a depth of 12 inches (i.e., compacted to at least 95 percent of the modified Proctor (ASTM D-1557, AASHTO T-180) maximum dry density value). The subgrade should consist of AASHTO A-1, A-3, and/or A-2-4 soil, otherwise, additional pavement structure is recommended.

#### Stabilized Subgrade

A 12-inch stabilized subgrade (0 to 12 inches below bottom of base courses level) should be provided. The stabilized subgrade should consist of AASHTO A-1, A-3, and/or A-2-4 soil. The stabilized subgrade should be compacted to at least 98% of the modified Proctor maximum dry density. The stabilized subgrade should also have a minimum Limerock Bearing Ratio (LBR) value of 40.

Before placing the base course, the stabilized subgrade should be stable and not discernably deflect under heavy construction equipment such as a loaded dump truck. We recommend proof-rolling the compacted stabilized subgrade prior to placing the base course.

The stabilized subgrade and underlying soils are integral parts of the pavement system. If these are not attended to in construction, the supported pavement section may not be adequate. The stabilized subgrade is often omitted in the earthwork/paving contractors bid or not verified in construction. If not provided for as specified, additional thicknesses of base course (an additional 3 inches) and wearing surface (an additional 1-inch) may be used to increase the pavement structural number.

#### Limerock Base

A limerock base course 6 inches thick overlying a 12-inch-thick stabilized subbase may be used in automobile parking/drive areas, if grading and drainage plans preclude periodic saturation of the base material. The periodic saturation of a limerock base material could lead to premature pavement distress. A minimum clearance of 18 inches must be maintained between the bottom of the limerock base and the seasonal high groundwater table. For bus or truck parking and drive areas, the base thickness should be a minimum of 8 inches.

The limerock should have a minimum Limerock Bearing Ratio (LBR) value of 100 and should be compacted to 100 percent of the modified Proctor (ASTM D-1557, AASHTO T-180) maximum density value.

#### Crushed Concrete Base (Optional)

Crushed concrete base supported by a free-draining subgrade may be used. Six (6) inches of crushed concrete base should be used in automobile parking/drive areas and 8 inches of crushed concrete base should be used in truck parking and drive areas.



The crushed concrete base should have a minimum Limerock Bearing Ratio (LBR) value of 150 and should be compacted to 100 percent of the modified Proctor maximum dry density (ASTM D-1557, AASHTO T-180). The crushed concrete should meet FDOT's Standard Specifications for Graded Aggregate Base gradation requirements. The subgrade beneath the crushed concrete base should consist of free draining sand compacted to at least 98 percent of the modified Proctor maximum dry density (ASTM D-1557, AASHTO T-180).

#### Wearing Surface

A minimum 1.5-inch layer of Type SP-9.5 or SP-12.5 asphaltic concrete should be used for a wearing surface in automobile parking areas. For truck parking and drive areas, at least 2.5 inches of Type SP-9.5 or SP-12.5 asphaltic concrete should be used. The Type SP asphalt should include Asphalt Binder Grade PG67-22 and no more than 15 percent Recycled Asphalt Pavement (RAP) aggregate.

The latest specifications of Florida Department of Transportation shall govern the placement of the base and asphaltic concrete wearing surface. The above minimum requirements will satisfactorily support typical retail and light commercial parking and drive traffic. If a heavier traffic pattern is anticipated, the design section should be increased accordingly.

#### **Construction Traffic**

The above recommended pavement section is not designed for support of heavy construction traffic as it is intended for Traffic Category A. Additional pavement section may be necessary to support heavy construction traffic.

#### **Existing Pavement Rehabilitation**

In general, milling and overlaying appears appropriate for the rehabilitation of the subject roadway. We note that overlaying asphalt on top of existing cracks typically results in reflection cracking through the overlay. Also, rutting can be a problem with relatively thick asphaltic concrete pavement.

Milling and replacing most of, or nearly the entire thickness of the asphalt, will typically reduce and/or delay reflection cracking. It is usually desirable to leave at least <sup>3</sup>/<sub>4</sub>-in of asphalt over the base/subgrade throughout the project to protect it from traffic and rain. However, the entire asphaltic concrete depth can be milled provided that the base/subgrade is protected, and the first lift of the structural asphalt is placed no later than a day after the surface is milled. Note that milling to or near the base course can result in a paving surface that is not stable. Use caution in exposing the base course where it is clayey and particularly where drainage is poor, or construction takes place during the wet season, or the pavement has apparently experienced fatigue. An unstable subgrade will require additional engineering evaluations.

Table 5.11 from FDOT's pavement design manual is included in Appendix B to assist in selecting layers for overlaying.



#### CLOSURE

The evaluations and recommendations submitted herein are based on the data obtained from the soil boring presented on Figure 2. This report does not reflect any variations which may occur adjacent to the boring. The nature and extent of the variations away from the boring may not become evident until during the final exploration or construction. If variations then appear evident, it will be necessary to re-evaluate the parameters provided in this report after performing on-site observations during the construction period and noting the characteristics of the variations.

In the event any changes occur in the location of the proposed construction, we should review the applicability of the evaluations in this report.

This is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential. This report does not include an evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface.

This report has been prepared for the exclusive use of Halff Associates, Inc. in accordance with generally accepted geotechnical engineering practices. No other warranty, expressed or implied, is made.

We are pleased to be of assistance to you on this phase of the project. When we may be of further service to you or should you have any questions, please contact us.

Very truly yours, ARDAMAN & ASSOCIATES, INC. *Florida Registry No. 5950* 

Aayush Tiwary, E.I. Project Engineer

ART/MSW

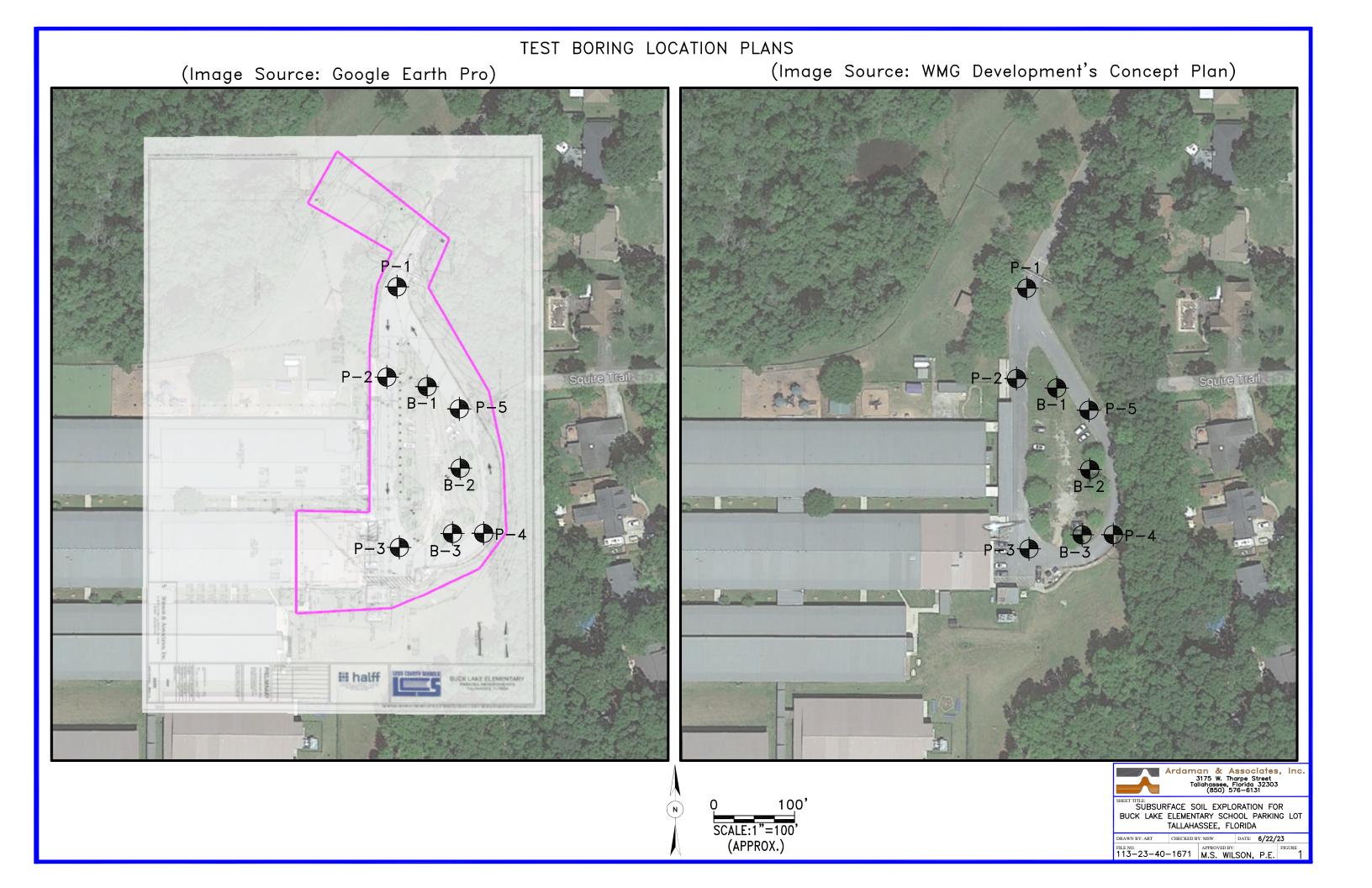
Michael S. Wilson, P.E. Tallahassee Branch Manager Florida License 46088

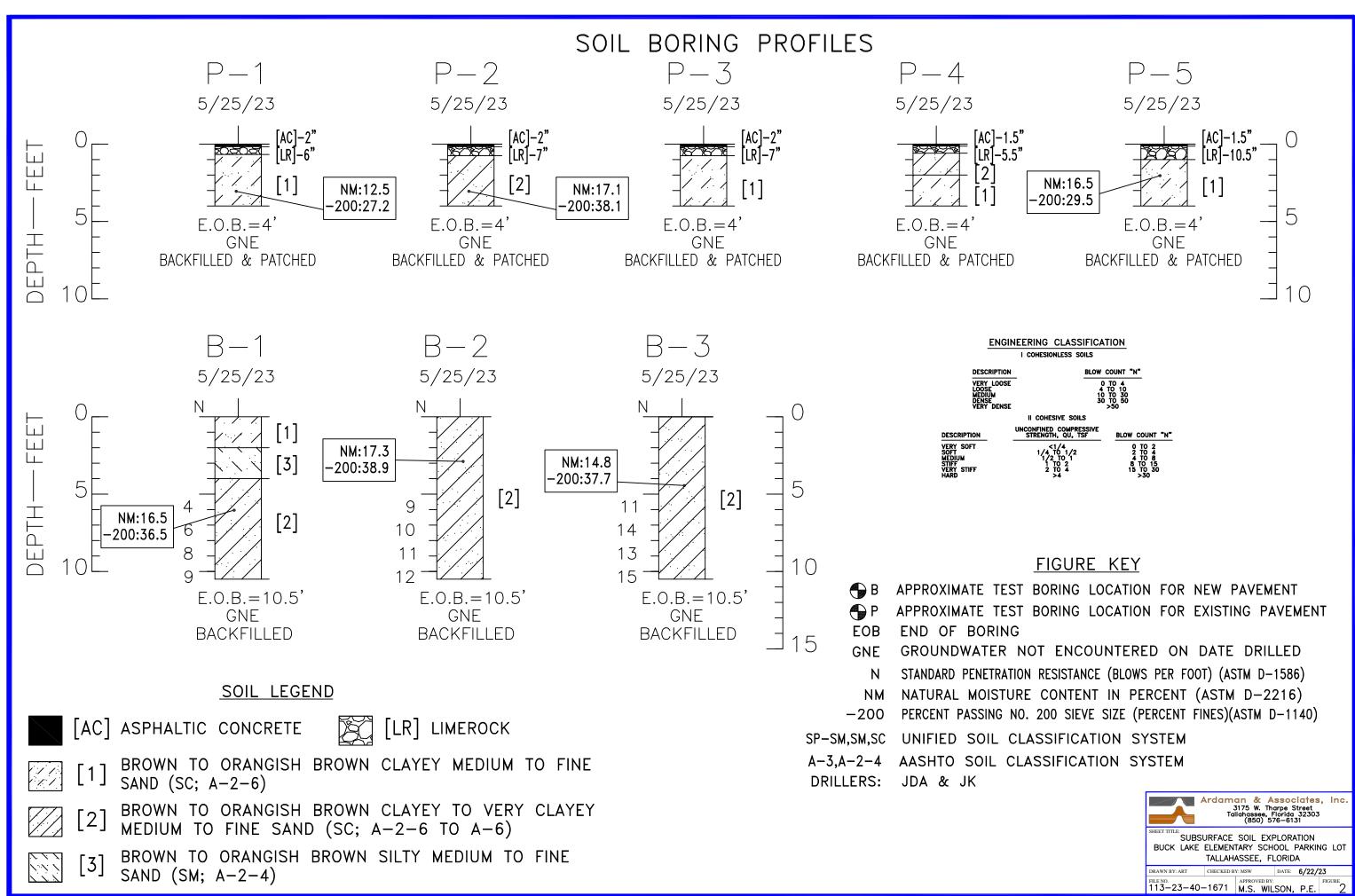
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No. 4608

STATE OF





#### APPENDIX A

**Standard Penetration Test Procedures** 

#### STANDARD PENETRATION TEST

The standard penetration test is a widely accepted test method of *in situ* testing of foundation soils (ASTM D 1586). A 2-foot long, 2-inch O.D. split-barrel sampler attached to the end of a string of drilling rods is driven 18 inches into the ground by successive blows of a 140-pound hammer freely dropping 30 inches. The number of blows needed for each 6 inches of penetration is recorded. The sum of the blows required for penetration of the second and third 6-inch increments of penetration constitutes the test result or N-value. After the test, the sampler is extracted from the ground and opened to allow visual examination and classification of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load.

The tests are usually performed at 5-foot intervals. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is a bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, NX-size flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid.

Representative split-spoon samples from the soils are brought to our laboratory in air-tight jars for further evaluation and testing, if necessary. Samples not used in testing are stored for 30 days prior to being discarded.

#### APPENDIX B

Layer Thickness for Asphaltic Concrete

#### **TABLE 5.11**

#### LAYER THICKNESS FOR ASPHALTIC CONCRETE STRUCTURAL COURSES

LAYER THICKNESS FOR ASPHALTIC CONCRETE STRUCTURAL COURSES (Layers Are Listed In Sequence Of Construction)																				
	LAYER THICKNESS (inches)																			
Course Thickness (in)		9.0 wi Top L			Э.0 wi Гор La		SP-12.5			SP-12.5 with SP- 9.5 Top Layer			SP-	9.5	SP-19.0 1st Layer with SP- 12.5 2nd Layer and Top Layer			SP-12.5 1st Layer with SP- 9.5 2nd Layer and Top Layer		
Course	1	2	3	1	2	3	1	2	2	1	2	3	1	2	1	2	3	1	2	3
1													1							
$1^{1}/_{2}$							$1^{1}/_{2}$						$1^{1}/_{2}$							
2							2						1	1						
$2^{1}/_{2}$							2 <sup>1</sup> / <sub>2</sub>				1		1 <sup>1</sup> / <sub>2</sub>	1						
3				2	1		1 <sup>1</sup> / <sub>2</sub>	1 <sup>1</sup>	/2	2	1		1 <sup>1</sup> / <sub>2</sub>	1 <sup>1</sup> / <sub>2</sub>						
3 <sup>1</sup> / <sub>2</sub>	2	$1^{1}/_{2}$		$2^{1}/_{2}$	1		2	1 <sup>1</sup>	/2	$\frac{2}{2^{1}/2}$	$1^{1}/_{2}$									
	$2^{1}/_{2}$	$1^{1}/_{2}$		3	1		2	2	)	$\frac{2}{2^{1}/2}$	$\frac{1}{1^{1}/2}$									
4	2 72	2		$2^{1}/_{2}$			$\frac{2}{2^{1}/2}$		/2	2 /2	1/2									
1	$\frac{1}{2^{1}/2}$	2		3	$1^{1}/_{2}$		$\frac{2}{2^{1}/2}$								$1^{1}/_{2}$	$1^{1}/_{2}$	$1^{1}/_{2}$	2	$1^{1}/_{2}$	1
4 <sup>1</sup> / <sub>2</sub>	2	$2^{1}/_{2}$																		
5	3	2		2	2	1	$2^{1}/_{2}$	2 <sup>1</sup>	/2	2	$1^{1}/_{2}$	$1^{1}/_{2}$			2	$1^{1}/_{2}$	$1^{1}/_{2}$	2	$1^{1}/_{2}$	$1^{1}/_{2}$
5	$2^{1}/_{2}$	$2^{1}/_{2}$					2	1 <sup>1</sup>	/2	2	2	1						$2^{1}/_{2}$	$1^{1}/_{2}$	1
$5^{1}/_{2}$	2	2	1 <sup>1</sup> / <sub>2</sub>	2 <sup>1</sup> / <sub>2</sub>	2	1	2 <sup>1</sup> / <sub>2</sub>	1 <sup>1</sup> / <sub>2</sub>	1 <sup>1</sup> / <sub>2</sub>	2	2	1 <sup>1</sup> / <sub>2</sub>			2 <sup>1</sup> / <sub>2</sub>	$1^{1}/_{2}$	1 <sup>1</sup> / <sub>2</sub>	2 <sup>1</sup> / <sub>2</sub>	1 <sup>1</sup> / <sub>2</sub>	$1^{1}/_{2}$
572							2	2	1 <sup>1</sup> / <sub>2</sub>	2 <sup>1</sup> / <sub>2</sub>	2	1			2	2	$1^{1}/_{2}$			
6	2 <sup>1</sup> / <sub>2</sub>	2	$1^{1}/_{2}$	2 <sup>1</sup> / <sub>2</sub>	$2^{1}/_{2}$	1	2	2	2	2 <sup>1</sup> / <sub>2</sub>	2 <sup>1</sup> / <sub>2</sub>	1			2 <sup>1</sup> / <sub>2</sub>	2	$1^{1}/_{2}$			
	2	2	2	3	2	1	$2^{1}/_{2}$	2	1 <sup>1</sup> / <sub>2</sub>	$2^{1}/_{2}$	2	1 <sup>1</sup> / <sub>2</sub>			2	2	2			

Notes: SP-9.5 not allowed on Traffic Level D or E applications.

SP-9.5 limited to the top two structural layers, two layers maximum.

SP-19.0 not allowed in the final (top) structural layer below FC-5 mixtures.

SP-19.0 allowed in the layer directly below FC-9.5 and FC-12.5 mixtures.