

**EXHIBIT "A" Scope of Services  
Technical Special Provisions  
FDOT DISTRICT IV MAIN OFFICE PARKING LOT.  
FINANCIAL PROJECT NO.: 444761-5-52-01  
FDOT FACILITY: DISTRICT FOUR HEAD QUARTERS  
CONTRACT NO.: F4006**

**PROJECT DESCRIPTION:** WORK INCLUDES FDOT DISTRICT FOUR HEADQUARTERS BUILDING PARKING LOT AT 3400 W. COMMERCIAL BLVD, FORT LAUDERDALE, FL 33309

**OBJECTIVE:**

The Florida Department of Transportation (FDOT) District Four hereafter referred to as the "Department" seeks the service of a Pre-Qualified, and experienced Contractor to performed District Four Headquarters Building Parking Lot at 3400 W. Commercial Blvd, Fort Lauderdale, FL 33309 according with Fixed Capital Outlay Non-Technical Specifications dated August 31, 2016, Exhibit A scope of Services, and Florida Department of Transportation, Standard Specifications for Road and Bridge Construction Division II & Division III July 2022 Book at the below link: <http://fdot.gov/programmanagement/Implemented/SpecBooks>

**4.1 INTENT AND SCOPE:**

The Improvements under this Contract consist of , but are not limited to, maintenance of traffic, asphalt (milling, resurfacing), concrete (removals, bumper guards, curb, curb and gutter, sidewalk, driveways), signing (single-post F&I, single-post relocate, single-post remove, panel), pavement markings (detectable warnings, painted, thermoplastic), loop assembly, drainage (inlet protection, inlets, pipe culvert), and sod for the FDOT District 4 Headquarters building parking lot adjacent to State Road 870 (Commercial Boulevard) in the City of Tamarac, in Broward County, and known as FDOT DISTRICT IV MAIN OFFICE PARKING LOT at 3400 W. Commercial Blvd, Fort Lauderdale, FL 33309

This is a Lump Sum Contract with only one pay item listed in the Contract.

All references to payment under individual pay item numbers, regardless of where those references are contained in the Contract Documents or when in time any such pay item reference is incorporated in the Contract Documents, are superseded by the pay item references in this Special Provision.

Payment for all work in this Contract will be made under:  
Item No. 999-2 Lump Sum Contract- LS

Pay adjustments as shown in the Contract Documents, regardless of where those pay adjustments are referenced, shall not apply, except as provided for in 9-2 Scope of Payments.

**SECTION 6 CONTROL OF MATERIALS**

**6-1 Acceptance Criteria.**

**6-1.1 General:** Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Engineer may inspect and test any material, at points of production, distribution and use.

**6-1.2 Sampling and Testing:** Use the Department's current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-

sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department. Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the Department.

**6-1.2.1 Pretest by Manufacturers:** Submit certified manufacturer's test results to the Engineer for qualification and use on Department projects. Testing will be as specified in the Contract Documents. The Department may require that manufacturers submit samples of materials for independent verification purposes.

**6-1.2.2 Point of Production Test:** Test the material during production as specified in the Contract Documents.

**6-1.2.3 Point of Distribution Test:** Test the material at Distribution facilities as specified in the Contract Documents.

**6-1.2.4 Point of Use Test:** Test the material immediately following placement as specified in the Specifications. After delivery to the project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by manufacturer certification. The Department may reject all materials that, when retested, do not meet the requirements of these Specifications.

### **6-1.3 Certification:**

**6-1.3.1 Manufacturer Material Certification:** Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: <https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtml> . Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

**6-1.3.1.1 Approved Product List:** This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL). Manufacturers seeking to have a product evaluated for the APL must submit a Request for Product Consideration application, available on the Department's website at the following URL: 55 July 2022

<https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtml>. Applications must include supporting documentation as required by the Specifications, Standard Plans, and APL approval process. Required test reports must be conducted by an independent laboratory or other independent testing facility and required drawings and calculations must be signed and sealed by a Professional Engineer licensed in the State of Florida unless defined otherwise in the Specifications, Standard Plans, and APL approval process requirements. Applications must be signed by a legally responsible person employed by the manufacturer of the product. Manufacturer name and material designation (product name, product model/part number/style number, etc.) submitted on the application must be as identified on the product, product packaging or product labels as required by the Specifications. Products that have successfully completed the Department's evaluation process are eligible for inclusion on the APL. Unless defined otherwise in the Specifications, Standard Plans, or APL approval process requirements, products listed on the APL must have an associated photograph, drawing, or product label submitted by the product manufacturer before listing on the APL. Manufacturers are required to submit

requests to the Department for approval of any modifications or alterations made to a product listed on the APL. This includes, but is not limited to, design, materials, fabrication methods or operational modifications. Modification or alteration requests must be submitted along with supporting documentation that the product continues to meet the Specification or Standard Plans requirements. A product sample and additional product testing may be required for the modification evaluation. Any marked variations from original test values, failure to notify the Department of any modifications or alterations, or any evidence of inadequate performance of a product as a result of product modification or alteration, may result in removal of the product from the APL. Manufacturers must submit supporting documentation to the Department for a periodic review and re-approval of their APL products on or before the product's original approval anniversary. APL products that are not re-approved may be removed from the APL. Documentation requirements for the product review and re-approval, including schedule and criteria, are available on the Department's website at the following URL: <https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

**6-1.3.2 Contractor Installation Certification:** Submit installation certifications as required by the Contract Documents.

## **6-2 Applicable Documented Authorities Other Than Specifications.**

**6-2.1 General:** Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

**6-2.2 Test Methods:** Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If an FM does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addenda thereto, at the time of bid opening.

**6-2.3 Construction Aggregates:** Aggregates used on Department projects must be in accordance with Rule 14-103, FAC. 56 July 2022

## **6-3 Storage of Materials and Samples.**

**6-3.1 Method of Storage:** Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.

**6-3.2 Use of Right-of-Way for Storage:** If the Engineer allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the Department or as specified in the Contract Documents. Provide any additional space required at no expense to the Department.

**6-3.3 Responsibility for Stored Materials:** Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

**6-3.4 Storage Facilities for Samples:** Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

**6-4 Defective Materials.** Materials not meeting the requirements of these Specifications will be considered defective. The Engineer will reject all such materials, whether in place or not. Remove

all rejected material immediately from the site of the work and from storage areas, at no expense to the Department. Do not use material that has been rejected, until the Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions of this Article, the Engineer has the authority to have the defective material removed and replaced by other forces and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

**6-4.1 Engineering Analysis:** As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the Contractor may submit to the Engineer a proposed Engineering Analysis Scope to determine the disposition of the material. The Engineering Analysis Scope must contain at a minimum:

1. Description of the defective materials.
2. Supporting information, testing or inspection reports with nonconformities, pictures, drawings, and accurately dimensioned deficiency maps as necessary. For cracked elements, provide drawings showing the location, average width, depth, length, and termination points of each crack along the surfaces. Provide the distance from each termination point to a fixed reference point on the component, such as beam end or edge of flange.
3. Proposed approach of investigation and analysis.
4. Name and credentials of the proposed Specialty Engineer or Contractor's Engineer of Record who will perform the engineering analysis.
5. Proposed testing laboratories, qualified in accordance with Section 105-7.

Upon approval of the Engineering Analysis Scope by the Engineer, the Specialty Engineer or Contractor's Engineer of Record may perform the engineering analysis as defined in 57 July 2022 the approved scope and submit a signed and sealed Engineering Analysis Report (EAR) to the Engineer. The EAR must contain at a minimum:

1. The approved Engineering Analysis Scope.
2. Any investigations performed and the associated results obtained.
3. Analysis and conclusion.
4. Proposed disposition of the material, addressing the performance and durability of the proposed action. Provide as appropriate:
  1. Written evidence of a previously approved comparable deficiency and its repair.
  2. Documented research demonstrating the effectiveness of the proposed repair.
  3. Engineering calculations.

A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis within 45 calendar days of the Engineer's approval of the Engineering Analysis Scope, complete and submit the EAR. The EAR must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record that performed the engineering analysis. Allow for a 45 calendar day review period for all EARs associated with a category 2 bridge; tolling components identified in the current FDOT General Tolling Requirements (GTR) Part 3; and the tolling-related signing, DMS and ITS infrastructure. Allow for a 25 calendar day review period for all other items. The Engineer will determine the final disposition of the material after review of the EAR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

## **6-5 Products and Source of Supply.**

**6-5.1 Source of Supply—Convict Labor (Federal-Aid Contracts Only):** Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987. Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of

materials produced by convict labor for use in Federal-aid highway construction projects to: 1. Materials produced by convicts on parole, supervised release, or probation from a prison or, 2. Materials produced in a qualified prison facility. The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

**6-5.2 Source of Supply-Steel:** Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using 58 July 2022 steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

**6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials:** Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA)

## **9 MEASUREMENT AND PAYMENT (LUMP SUM).**

**9-1-3 Determination of Pay Reduction:** In measurement of areas of Work, where pay reductions are to be assessed, the Engineer will use the lengths and/or widths in the calculations based upon station to station dimensions in the Contract Documents, the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the final surface of the completed Work within the neat lines shown in the Contract Documents or designated by the Engineer. The Engineer will use the method or combination of methods of measurement which will reflect with reasonable accuracy, the actual surface area of the finished Work as the Engineer determines.

Failure on the part of the Contractor to construct any item of Work to plan or authorized dimensions within the Specification tolerances will result in: reconstruction to acceptable tolerances at no additional cost to the Department; acceptance at no pay; or, acceptance at reduced pay, all at the discretion of the Engineer.

When acceptance at no pay occurs for any material not listed in 9-2, the Engineer will apply a reduction in payment for the material in question based on the weighted average unit price in the Six Month Moving Statewide Averages report. The dates will be the six months prior to the letting date for this Contract.

## 9-2 Scope of Payments

### 9-2-2 General Basis of Adjusted Pay:

**9-2.2.1 Deficiencies:** When a deficiency occurs that results in the acceptance of a material at a reduced payment level as defined in these Specifications, the Engineer will apply a reduction in payment for the material in question based on the unit prices shown in Table 9-1.

**Table 9-1**

Item Description	Unit	Unit Prices
0334-1-12 Superpave Asphalt Conc., Traffic B	TN	\$150.00

**9-2.2.2 Asphalt Pay Adjustments:** Asphalt pay quantity adjustments apply to asphalt items listed in Section 334.

For each item, the pay quantity will be based on the quantity placed on the project, limited to 110% of the adjusted quantity for the item. The adjusted quantity will be determined by dividing the sum of the quantities from the plan summary boxes (including any Engineer approved quantity revisions) by the design Gmm stated in 334-1.4 (design Gsb stated in 337-8.2 for FC-5), and multiplying by the tonnage-weighted average  $G_{mm}$  (tonnage-weighted average  $G_{sb}$  for FC-5) of the mixes used.

For each item, additions in pay will be made if the actual quantity placed exceeds the adjusted quantity. Additions in pay will be calculated by subtracting the adjusted quantity placed from the actual quantity placed, multiplied by the unit prices as determined by Table 9-1. The additional pay quantity shall not exceed 10% of the adjusted quantity.

For each item, reductions in pay will be made if the quantity placed is less than the adjusted quantity. Reduction in pay will be calculated by subtracting the adjusted quantity from the quantity placed, then multiplying by the unit prices as shown in Table 9-1.

**9-2.2.5 Quality:** Where an adjustment of payment for quality is called for in the Contract Documents, the Engineer will make such adjustments for the corresponding quantity of material based on the unit prices shown in Table 9-4, or the adjustment defined in Section 334.

**Table 9-4**

Item Description	Unit	Unit Prices
0334-1-12 Superpave Asphalt Conc., Traffic B	TN	\$150.00

**9-2.2.6 Adjustment to the Lump Sum Payment for Deleted Items of Work:** When items of Work are shown in the Contract Documents to be constructed or installed and due to actual field conditions; it is determined by the Engineer that the items are not needed, a negative adjustment to the Contract will be made. The negative adjustment will be based on the actual

cost of the items being deleted less all costs incurred prior to the date the Engineer determined the items are not needed and the Contractor will retain ownership.

## **101 MOBILIZATION**

### **101-1 Description.**

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

## **338 VALUE ADDED ASPHALT PAVEMENT**

**338-1 Description.** Construct value added asphalt pavement consisting of asphalt concrete structural course and asphalt concrete friction course, subject to a three year warranty period after final acceptance of the Contract in accordance with 5-11. For purposes of this Specification, the Responsible Party, as designated herein, is responsible for performance of the value added asphalt pavement including continued responsibility for performing all remedial work associated with pavement distresses exceeding threshold values determined in accordance with this Section, and as to which notice was provided to the Responsible Party. The work specified in this Section will not be paid for directly, but will be considered as incidental to other Contract items