

October 6, 2016

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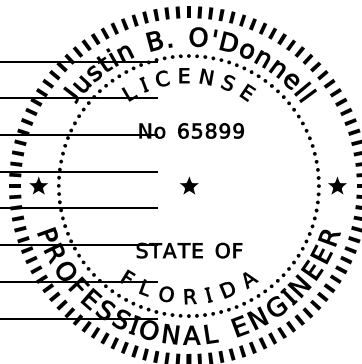
SPECIFICATIONS PACKAGE  
FINANCIAL PROJECT ID(S). 430466-1-52-01  
FEDERAL FUNDS  
DISTRICT THREE  
ESCAMBIA COUNTY

The July 2016 Edition of the Florida Department of Transportation Standard Specifications is revised as follows:

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

The official record of this package has been electronically signed and sealed using a Digital Signature as required by 61G15-23.004 F.A.C. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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# **SPECIAL PROVISIONS**

**PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK.**  
**(REV 11-3-15) (FA 1-27-16) (7-16)**

ARTICLE 2-4 is deleted and the following substituted:

**2-4 Examination of Contract Documents and Site of Work.**

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Department by posting them to the Department's website at the following URL address: <https://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/>. Questions posted to this site before 5:00 P.M. (EST) on the seventh calendar day prior to the bid opening, or tenth calendar day prior to the December bid opening, will be responded to by the Department. For questions posted after these times, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact the District Scheduling Engineer at (850) 330-1713.

When, in the sole judgment of the Department, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary.

The Department does not guarantee the details pertaining to borings, as shown in the Plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Bidder shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid solely on their own opinion of the conditions likely to be encountered.

The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

**AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.**  
**(REV 6-21-16) (FA 6-23-16) (8-16)**

ARTICLE 3-9 is deleted and the following substituted:

**3-9 Public Records.**

The Contractor shall comply with Chapter 119, Florida Statutes. Specifically, if the Contractor is acting on behalf of the Department the Contractor shall:

1. Keep and maintain public records required by the Department to perform the services being performed by the Contractor.
2. Upon request from the Department's custodian of public records, provide the Department 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, Florida Statutes, or as otherwise provided by rule or law.
3. Ensure that records exempt or confidential and exempt from 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 Department.
4. Upon completion of the Contract, transfer, at no cost to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate 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 Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure to comply with Chapter 119, Florida Statutes, and the Article 3-9, shall be grounds for immediate unilateral termination of this Contract by the Department pursuant to 8-9.1.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**District 3  
850-330-1391  
[D3prcustodian@dot.state.fl.us](mailto:D3prcustodian@dot.state.fl.us)  
Florida Department of Transportation  
District 3 - Office of General Counsel  
1074 Highway 90 East  
Chipley, FL 32428**

**SCOPE OF WORK – INTENT OF CONTRACT.**

**(REV 8-19-09) (FA 8-24-09) (7-16)**

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of the construction of Bridge No. 484262 over Pine Barren Creek, removal of existing bridge, onsite diversion, stormwater enhancements, stormwater pond, and realignment of County Road 99 in Escambia County from MP 18.414 to MP 18.921.

The summary of pay items for this project is listed in the Plans.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.**

**(REV 1-2-14) (FA 1-16-14) (7-16)**

SUBARTICLE 7-1.1 is expanded by the following:

The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address <http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf> . Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

**PERMITS PROCURED BY THE DEPARTMENT.**

**(REV 8-7-01) (FA 4-14-05) (7-16)**

SUBARTICLE 7-2.1 is expanded by the following:

All Permits procured by the Department are posted on the Department's website at the following URL address: <ftp://ftp.dot.state.fl.us/permitsandorutilityworkschedules/> . Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in these permits.

If the Department's web site cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

**DISCHARGE TO OR WORK OR STRUCTURES IN NAVIGABLE WATERS OF THE U.S., WATERS OF THE U.S. AND WATERS OF THE STATE.**

**(REV 6-9-15) (FA 7-22-15) (7-16)**

SUBARTICLE 7-2.2 is expanded by the following:

The “State of Florida Department of Environmental Protection (DEP) Generic Permit for Stormwater Discharge from Large and Small Construction Activities” applies to this Contract. Obtain a copy of the permit through the Department’s website and comply with the requirements of the permit. The URL for obtaining a copy of the permit is [http://www.dep.state.fl.us/water/stormwater/npdes/permits\\_forms.htm](http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm)

In accordance with the requirements of the DEP generic permit, accept responsibility for the following:

- (a) Preparation, execution and submission of DEP Generic Permit Notice of Intent (NOI) and payment of associated fee(s)
- (b) Preparation and submission of Erosion Control Plan as outlined in Section 104
- (c) Any Contractor initiated SWPPP modifications
- (d) Performing inspections using a qualified inspector
- (e) Completion of SWPPP construction inspection reports
- (f) Executing associated certification forms provided by the

Engineer

- (g) Preparation, execution and submission of Notice of Termination (NOT) of the DEP Generic Permit coverage.

Use the SWPPP Construction Inspection Form provided by the Engineer to report all inspection findings and to document all corrective actions taken as a result of the inspection. Sign each inspection report and submit it weekly to the Engineer.

**UTILITY SCHEDULES.**

**(REV 8-27-01) (FA 4-14-05) (7-16)**

SUBARTICLE 7-11.5.3 is expanded by the following:

The utility work which will be accomplished concurrently with the highway construction Contract will involve facilities owned by other agencies. Utility Schedules (Utility Relocation and/or Work Schedules) for these agencies are posted on the Department’s website at the following URL address:

<ftp://ftp.dot.state.fl.us/permitsandutilityworkschedules/> . Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Where utility work must be coordinated with highway construction operations, the portion of the anticipated utility work period covering such concurrent work may or may not begin on the day highway construction commences and may or may not be consecutive days.

The anticipated scheduling of new work, adjustments and/or relocation work is included on the Utility Schedules.

More precise scheduling to accomplish utility work in the most expeditious manner that is feasible will be established at the preconstruction conference as provided in 8-3.5.

The Utility Schedules shall be used in conjunction with the utility sheets included in the roadway plans.

If the Department's website cannot be accessed, contact the Department's Specifications office Web Coordinator at (850) 414-4101.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WAGE RATES FOR FEDERAL-AID PROJECTS.**

**(REV 12-8-15) (FA 12-16-15) (7-16)**

ARTICLE 7-16 is expanded by the following:

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL208	All highway work under this Contract
FL 155	All heavy work under this Contract

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

Contact the Department's Prevailing Wage Rate Coordinator at (850) 414-4688 if the Department's website cannot be accessed or there are questions.



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

**(REV 6-13-11) (FA 6-16-11) (7-16)**

SECTION 7 is expanded by the following new Article:

**7-29 E-Verify.**

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

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – SCRUTINIZED COMPANIES.**

**(REV 4-20-16) (10-16)**

SECTION 7 is expanded by the following new Article:

**7-30 Scrutinized Companies.**

For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department’s determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – TITLE VI ASSURANCE – DOT 1050.2A, APPENDIX A AND APPENDIX E.**

**(REV 9-2-15) (FA 9-9-15) (7-16)**

SECTION 7 is expanded by the following new Article:

**7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.**

**7-31.1 Appendix A:** During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US

Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**7-31.2 Appendix E:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

**PROSECUTION OF WORK – REGIONAL DISPUTES REVIEW BOARD.  
(REV 1-4-11) (FA 1-21-11) (7-16)**

ARTICLE 8-3 is expanded by the following new Subarticle:

**8-3.7 Disputes Review Board:** For this Contract, a Disputes Review Board will be available to assist in the resolution of disputes and claims arising out of the work on the Contract.

**8-3.7.1 Purpose:** The Board will provide special expertise to assist in and facilitate the timely and equitable resolution of disputes and claims between the Department and the Contractor in an effort to avoid construction delay and future claims.

It is not intended that the Department or the Contractor default on their normal responsibility to cooperatively and fairly settle their differences by indiscriminately assigning them to the Board. It is intended that the Board encourage the Department and Contractor to resolve potential disputes or claims without resorting to this alternative resolution procedure.

The Board will be used when normal Department-Contractor dispute or claim resolution is unsuccessful. Either the Department or the Contractor may refer a dispute or claim to the Board. Referral to the Board should be initiated as soon as it appears that the normal dispute resolution effort is not succeeding. Referral to the Board is accomplished by providing a position paper outlining the nature and scope of the dispute or claim and describing the basis for entitlement to the dispute or claim. Only disputes or claims that have been duly preserved under the terms of the Contract as determined by the Board will be eligible to be heard by the Board. Requests for equitable adjustment must be certified as required by 4-3.2. Claims that are referred to the Board must be in compliance with 5-12. It is a condition of this Contract that the parties shall use the Dispute Review Board. The completed DRB hearing of any unresolved disputes or claims is a condition precedent to the Department or the Contractor having the right to initiate arbitration, other alternative resolution procedures, or to file a lawsuit, as provided by law on such unresolved disputes or claims.

The recommendations of the Board will not be binding on either the Department or the Contractor.

The Board will fairly and impartially and without regard to how or by whom they may have been appointed, consider disputes or claims referred to it and will provide written recommendations to the Department and Contractor to assist in the resolution of these disputes or claims.

**8-3.7.2 Continuance of Work:** During the course of the Disputes Review Board process, the Contractor will continue with the work as directed by the Engineer in a diligent manner and without delay or otherwise conform to the Engineer's decision or order, and will be governed by all applicable provisions of the Contract. Throughout any protested work, the Contractor will keep complete records of extra costs and time incurred. The Contractor will permit the Engineer and Board access to these and any other records needed for evaluating the disputes or claims.

**8-3.7.3 Membership:** The Disputes Review Board will consist of members pre-selected by the Engineer and the President of the Florida Transportation Builders' Association (FTBA), and posted on the Department's Website.

If during the life of the contract, a Board member has a discussion regarding employment or entered into any agreement for employment after completion of the contract with the Department, the Contractor or any subcontractor or supplier on the project, he/she shall immediately disclose this to the Contractor and the Department and shall be disqualified from serving on the Board.

Once established, the Board will remain active and in full force and effect. If, after the Department has made final acceptance of the project, there are unresolved disputes and claims remaining, the Disputes Review Board shall remain active and in full force and effect until the project is otherwise administratively closed by the Department following final payment so that the Board may continue in operation until all unresolved disputes and claims are resolved.

**8-3.7.4 Procedure and Schedules for Disputes Resolution:** Disputes and claims will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by the Department and the Contractor and the time periods stated below may be shortened in order to hasten resolution.

a. If the Contractor objects to any decision, action or order of the Engineer, the Contractor may file a written protest with the Engineer, stating clearly and in detail the basis for the objection, within 15 days after the event.

b. The Engineer will consider the written protest and make his decision on the basis of the pertinent contract provisions, together with the facts and circumstances involved in the dispute or claim. The Engineer's decision will be furnished in writing to the Contractor within 15 days after receipt of the Contractor's written protest.

c. This decision will be final and conclusive on the subject, unless a written appeal to the Engineer is filed by the Contractor within 15 days of receiving the decision. Should the Contractor preserve its protest of the Engineer's decision, the matter can be referred to the Board by either the Department or the Contractor.

d. Upon receipt by the Board of a written duly preserved protest of a dispute or claim, either from the Department or the Contractor, it will first be decided when to conduct the hearing.

e. Either party furnishing any written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of 15 days prior to the date the Board sets to convene the hearing for the dispute or claim. If the Board requests any additional documentation or evidence prior to, during, or after the

hearing, the Department and/or Contractor will provide the requested information to the Board and to the other party.

f. The Contractor and the Department will each be afforded an opportunity to be heard by the Board and to offer evidence. Neither the Department nor the Contractor may present information at the hearing that was not previously distributed to both the Board and the other party.

g. The Board's recommendations for resolution of the dispute or claim will be given in writing to both the Department and the Contractor, within 15 days of completion of the hearings. In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. The Board will focus its attention in the written report to matters of entitlement and allow the parties to determine the monetary damages. If both parties request, and sufficient documentation is available, the Board may make a recommendation of monetary damages.

h. Within 15 days of receiving the Board's recommendations, both the Department and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of either party to respond within the 15 day period will be deemed an acceptance of the Board's recommendations by that party. If the Department and the Contractor are able to resolve the dispute or claim with or without the aid of the Board's recommendations, the Department will promptly process any required Contract changes.

i. Should the dispute or claim remain unresolved, either party may seek reconsideration of the decision by the Board only when there is new evidence to present. No provisions in this Specification will abrogate the Contractor's responsibility for preserving the request for equitable adjustment in accordance with 4-3.2 or the Contractor's responsibility for preserving a claim filed in accordance with 5-12.

Although both the Department and the Contractor should place great weight on the Board's recommendation, it is not binding. If the Board's recommendations do not resolve the dispute or claim, all records and written recommendations of the Board will be admissible as evidence in any subsequent dispute resolution procedures.

**8-3.7.5 Contractor Responsibility:** The Contractor shall furnish to each Board member a set of all pertinent documents which are or may become necessary for the Board, except documents furnished by Department, to perform their function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the Contractor's position. A copy of such pertinent documents must also be furnished to the Department.

Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Contractor will not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

**8-3.7.6 Department Responsibilities:** Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Department will not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

The Department shall furnish the following services and items:

a. Contract Related Documents: The Department shall furnish each Board member a copy of all Contract Documents, supplemental agreements, written instructions issued by the Department to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform their function. A copy of such pertinent documents must also be furnished to the Contractor.

b. Coordination and Services: The Department, in cooperation with the Contractor, will coordinate the operations of the Board. The Department, through the Project Engineer, will arrange or provide conference facilities at or near the Contract site and provide secretarial and copying services.

**8-3.7.7 Limitation for Referral of Disputes or Claims to the Board:**

Any disputes or claims that were not resolved prior to Final Acceptance of the project pursuant to 5-11 must be referred to the Board within 90 calendar days after Final Acceptance for projects with an original Contract amount of \$3,000,000 or less, and within 180 calendar days after Final Acceptance on projects with an original Contract amount greater than \$3,000,000. Only duly preserved disputes or claims will be eligible to be heard by the Board. Failure to submit all disputes or claims to the Board within aforementioned timeframe after Final Acceptance constitutes an irrevocable waiver of the Contractor's dispute or claim.

**8-3.7.8 Basis of Payment:** A per hearing cost of \$8,000 has been established by the Department for providing compensation for all members of the Dispute Review Board for participation in an actual hearing. The Board chairman will receive \$3,000 for participation in the hearing while the remaining two members will receive \$2,500 each. The Department and the Contractor will equally provide compensation to the Board for participation in an actual hearing. The Department will compensate the Contractor \$4,000 as its contribution to the hearing cost. Such payment will be full and complete compensation to the Board members for all expenses related to the hearing. This includes travel, accommodations, meals, pre- and post- hearing work, review of position papers and any rebuttals, conducting the hearing, drafting and issuance of recommendations, readdressing any requests for clarification. It is not intended for hearings to last longer than a single day, however, in some cases they may. Any additional time and/or compensation for a hearing would only be allowed upon prior written approval of the Department and the Contractor. If an additional day(s) is granted for the hearing, it will be at \$3,300 per day, payment of which is equally split between the Department and the Contractor. Payment shall be made by issuing a work order against contingency funds set aside for this Contract.

The Department will prepare and mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services, and will bear the cost of these services. If the Board desires special services, such as legal consultation, accounting, data research, and the like, both parties must agree, and the costs will be shared by them as mutually agreed.

**PROSECUTION OF WORK – STATEWIDE DISPUTES REVIEW BOARD.  
(REV 1-4-11) (FA 1-21-11) (7-16)**

ARTICLE 8-3 is expanded by the following new Subarticle:

**8-3.8 Statewide Disputes Review Board:** For this Contract, a Statewide Disputes Review Board will be available to assist in the resolution of disputes and claims arising out of the administration and enforcement of a specification when such specification specifically refers disputes to this Board.

**8-3.8.1 Purpose:** The Board will provide special expertise to assist in and facilitate the timely and equitable resolution of the disputes and claims between the Contractor and the Department.

It is not intended that the Department or the Contractor default on their normal responsibility to cooperatively and fairly settle their differences by indiscriminately assigning them to the Board. It is intended that the Board encourage the Department and Contractor to resolve potential disputes or claims without resorting to this alternative resolution procedure.

The Board will be used when normal Department-Contractor dispute or claim resolution is unsuccessful. Either the Department or the Contractor may refer a dispute or claim to the Board. Referral to the Board should be initiated as soon as it appears that the normal dispute resolution effort is not succeeding. Referral to the Board is accomplished by providing a position paper outlining the nature and scope of the dispute or claim and describing the basis for entitlement to the dispute or claim. Only disputes or claims that have been duly preserved under the terms of the Contract as determined by the Board will be eligible to be heard by the Board. Requests for equitable adjustment must be certified as required by 4-3.2. Claims that are referred to the Board must be in compliance with 5-12. It is a condition of this Contract that the parties shall use the Statewide Disputes Review Board.

The recommendations of the Board will be binding on both the Department and the Contractor.

The Board will fairly and impartially and without regard to how or by whom they may have been appointed, consider disputes or claims referred to it and will provide written recommendations to the Department and Contractor to assist in the resolution of these disputes or claims.

**8-3.8.2 Membership:** The Statewide Disputes Review Board will consist of members pre-selected by the Engineer and the President of the Florida Transportation Builders' Association (FTBA), and posted on the Department's Website.

Members on the Board will be pre-qualified as experts of the type of work being referred to this Board.

If during the life of the contract, a Board member has a discussion regarding employment or entered into any agreement for employment after completion of the contract with the Department, the Contractor or any subcontractor or supplier on the project, he/she shall immediately disclose this to the Contractor and the Department and shall be disqualified from serving on the Board.

After the Department has made final acceptance of the project, if disputes arise, the Statewide Disputes Review Board shall be activated to hear and rule on the disputed issue.



**8-3.8.3 Procedure and Schedules for Disputes Resolution:** Disputes or claims will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by the Department and the Contractor and the time periods stated below may be shortened in order to hasten resolution.

a. If the Contractor objects to any decision, action or order of the Engineer resulting from the Engineer's evaluation of the guaranteed product or performance period, the Contractor may file a written protest with the Engineer, stating clearly and in detail the basis for the objection, within 15 days after the event.

b. The Engineer will consider the written protest and make his decision on the basis of the pertinent contract provisions, together with the facts and circumstances involved in the dispute. The Engineer's decision will be furnished in writing to the Contractor within 15 days after receipt of the Contractor's written protest.

c. The Engineer's decision will be final and conclusive on the subject, unless the Contractor files a written appeal to the Engineer within 15 days of receiving the decision. Upon the Engineer's receipt of the Contractor's written appeal containing specific protest of all or part of the Engineer's decision, either the Department or the Contractor can refer the matter to the Board.

d. Upon receipt by the Board of a written duly preserved protest of a dispute or claim, either from the Department or the Contractor, it will first be decided when to conduct the hearing.

e. Either party furnishing any written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of 15 days prior to the date the Board sets to convene the hearing for the dispute or claim. If the Board requests any additional documentation or evidence prior to, during, or after the hearing, the Department and/or Contractor will provide the requested information to the Board and to the other party.

f. The Contractor and the Department will each be afforded an opportunity to be heard by the Board and to offer evidence. Neither the Department nor the Contractor may present information at the hearing that was not previously distributed to both the Board and the other party.

g. The Board's recommendations for resolution of the dispute or claim will be given in writing to both the Department and the Contractor, within 15 days of completion of the hearings. The Board will focus its attention in the written report to matters of responsibility for repairs of guaranteed work or performance period as provided for by the Contract Documents.

**8-3.8.4 Contractor Responsibility:** The Contractor shall furnish to each Board member a set of all pertinent documents that are or may become necessary for the Board, except documents furnished by Department, to perform their function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the Contractor's position. A copy of such pertinent documents must also be furnished to the Department.

Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Contractor will not solicit advice or

consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

**8-3.8.5 Department Responsibilities:** Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Department will not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

The Department shall furnish the following services and items:

a. **Contract Related Documents:** The Department shall furnish each Board member a copy of all Contract Documents, supplemental agreements, written instructions issued by the Department to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform their function. A copy of such pertinent documents must also be furnished to the Contractor.

b. **Coordination and Services:** The Department, in cooperation with the Contractor, will coordinate the operations of the Board. The Department, through the Project Engineer, will arrange or provide conference facilities at or near the Contract site and provide secretarial and copying services.

**8-3.8.6 Basis of Payment:** A per hearing cost of \$8,000 has been established by the Department for providing compensation for all members of the Dispute Review Board for participation in an actual hearing. The Board chairman will receive \$3,000 for participation in the hearing while the remaining two members will receive \$2,500 each. The Department and the Contractor will equally provide compensation to the Board for participation in an actual hearing. The Department will compensate the Contractor \$4,000 as its contribution to the hearing cost. Such payment will be full and complete compensation to the Board members for all expenses related to the hearing. This includes travel, accommodations, meals, pre- and post- hearing work, review of position papers and any rebuttals, conducting the hearing, drafting and issuance of recommendations, readdressing any requests for clarification. It is not intended for hearings to last longer than a single day, however, in some cases they may. Any additional time and/or compensation for a hearing would only be allowed upon prior written approval of the Department and the Contractor. If an additional day(s) is granted for the hearing, it will be at \$3,300 per day, payment of which is equally split between the Department and the Contractor. Payment shall be made by issuing a work order against contingency funds set aside for this Contract.

The Department will prepare and mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services, and will bear the cost of these services. If the Board desires special services, such as legal consultation, accounting, data research, and the like, both parties must agree, and the costs will be shared by them as mutually agreed.

## **COMPUTATION OF CONTRACT TIME.**

**(REV 12-22-98) (FA 1-19-99) (7-16)**

SUBARTICLE 8-7.1 is expanded by the following:

Contract Time for this project includes 30 calendar days for periods of reduced productivity by the Contractor's forces due to relocations and/or adjustments of dependent utilities. These days of reduced productivity shall be reflected in the Contractor's work progress schedule.

No additional compensation will be made to the Contractor for periods of reduced productivity as defined above.

## **REMOVAL OF EXISTING STRUCTURES.**

**(REV 1-29-13) (FA 2-15-13) (7-16)**

ARTICLE 110-6 is expanded by the following new Subarticle:

### **110-6.6 Asbestos Containing Materials (ACM) Identified Prior to the Work:**

Certain area(s) within the limits of this project have been identified as containing asbestos and are delineated on the plans. The asbestos type and levels, when known, are in the specifications or in an asbestos abatement plan posted on the Department's website at the following URL address: <ftp://ftp.dot.state.fl.us/permitsandorutilityworkschedules/> .

The Department will have a Contractor (Asbestos Abatement Contractor/CAR Contractor) qualified to perform asbestos abatement working in the designated contamination areas under separate Contract. Coordinate with this Contractor in accordance with 8-4.4.

A staging area may be required to facilitate the Asbestos/CAR Contractor's operations.

Where asbestos abatement work is done simultaneously with the highway construction Contract, the abatement work period may or may not begin on the day highway construction begins and may or may not be consecutive working days. A schedule to accomplish the abatement work expeditiously will be established at the preconstruction conference. The Prime Contractor and the Asbestos/CAR Contractor will use this schedule as a basis for planning both work efforts. The Engineer must approve any deviation from this schedule before it occurs. Coordinate schedule changes with the Asbestos/CAR Contractor before approval by the Engineer. The Engineer may grant Contract Time extensions according to the provisions of 8-7.3.2.

Schedule operations to avoid intrusion into the areas designated on the plans or in specified contaminated areas or staging areas reserved for the Asbestos/CAR Contractor until the established schedule dictates, unless agreed to by the Asbestos/CAR Contractor beforehand. Provide access to the aforementioned sites at all times during the abatement work phase. Resume normal operations in the designated area once the contamination is removed and notice to resume work is issued by the Engineer.

# **SUPPLEMENTAL SPECIFICATIONS**

**003 AWARD AND EXECUTION OF CONTRACT.**  
**(REV 4-18-16) (FA 4-20-16) (7-16)**

SUBARTICLE 3-5.1 is deleted and the following substituted:

**3-5.1 General Requirements of the Contract Bond:** Upon award, furnish to the Department, and maintain in effect throughout the life of the Contract, an acceptable Contract Bond in a sum at least equal to the amount of the Contract. Execute such Contract Bond on Department Form 375-020-27. Obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of the Department, and having the Department's approval. Ensure that the Surety's Florida Licensed Insurance Agent's name, address, and telephone number is clearly stated on the Contract Bond form.

The Department may waive the requirement for all or a portion of a Contract Bond if:

1. The Contract amount is \$250,000 or less, and the Department determines that the project is of a noncritical nature and that nonperformance will not endanger the public health, safety, or property;
2. The Contractor is a qualified nonprofit agency for the blind or for the other severely handicapped under Section 413.036(2), Florida Statutes; or,
3. The Contractor uses a subcontractor that is a qualified nonprofit agency for the blind or for the other severely handicapped under Section 413.036(2), Florida Statutes. However, the Department may not waive more than the amount of the subcontract.

The Department may require alternate means of security if it waives the requirement for a Contract Bond.

**320 HOT MIX ASPHALT – PLANT METHODS AND EQUIPMENT.**  
**(REV 3-24-16) (FA 3-30-16) (7-16)**

SUBARTICLE 320-3.3.2 is deleted and the following substituted:

**320-3.3.2 Storage:** Equip asphalt binder storage tanks to heat the liquid asphalt binder to the temperatures required for the various mixtures. Heat the material in such a manner that no flame comes in contact with the binder. Heat or insulate all pipe lines and fittings. Use a circulating system of adequate size to ensure proper and continuous circulation during the entire operating period. Locate a thermometer, reading from 200 to 400°F, either in the storage tank or in the asphalt binder feed line. Maintain the asphalt binder in storage within a range of 230 to 370°F in advance of mixing operations. Locate a sampling device on the discharge piping exiting the storage tank or at a location as approved by the Engineer. Provide a metal can of one quart capacity for binder sampling at the request of the Engineer.

SUBARTICLE 320-6.1 is deleted and the following substituted:

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

**334 SUPERPAVE ASPHALT CONCRETE.**

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

SUBARTICLE 334-1.2 is deleted and the following substituted:

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

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

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

SUBARTICLE 334-5.1.2 is deleted and the following substituted:

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

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

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

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

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

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

SUBARTICLE 334-5.4.1 is deleted and the following substituted:

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

If any of the Verification and/or Resolution samples that are in the custody of the Department are lost, damaged, destroyed or are otherwise unavailable for

testing, the corresponding QC test result will be considered verified, and payment will be based upon the Contractor's data.

**916 BITUMINOUS MATERIALS.**  
**(REV 2-16-16) (FA 3-30-16) (7-16)**

SECTION 916 is deleted and the following substituted:

**SECTION 916**  
**BITUMINOUS MATERIALS**

**916-1 General.**

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

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

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

**916-2 Superpave PG Asphalt Binder:**

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

1. The intermediate test temperature at 10 rad/sec. for the Dynamic Shear Rheometer (DSR) test (AASHTO T 315-12) shall be 26.5°C for PG grades PG 67 and higher.

2. An additional high temperature grade of PG 67 is added for which the high test temperature at 10 rad/sec for the DSR test (AASHTO T 315-12) shall be 67°C.

3. All PG asphalt binders having a high temperature designation of PG 67 or lower shall be prepared without modification.

4. All PMA binders having a high temperature designation higher than PG 67 shall only be produced with a styrene-butadiene-styrene (SBS) or styrene-butadiene (SB) elastomeric polymer modifier and the resultant binder shall meet all requirements of this Section.



5. Polyphosphoric acid may be used as a modifier not exceeding 0.75% by weight of asphalt binder for PG 76-22 (PMA), PG 76-22 (ARB), and PG 82-22 (PMA) binders.

6. PG 76-22 (ARB) shall meet the additional requirements of 916-2.1.1.

7. All PG asphalt binders having a high temperature designation of PG 67 or lower shall not have a high temperature true grade more than 5.9°C higher than the specified PG grade, (for example, if a PG 58-22 is specified, do not supply a PG 64-22 or higher).

For all PG binder used in all hot mix asphalt, silicone may be added to the PG binder at the rate of 25 cubic centimeters of silicone mixed to each 5,000 gallons of PG binder. If a dispersing fluid is used in conjunction with the silicone, the resultant mixture containing the full 25 cubic centimeters of silicone shall be added in accordance with the manufacturer’s recommendation. The blending of the silicone with the PG binder shall be done by the supplier prior to the shipment. When the asphalt binder will be used with a foaming warm mix technology, refer to the technology supplier’s guidance on the addition of silicone.

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

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

1. The asphalt binder shall contain a minimum of 7.0% ground tire rubber (GTR) by weight of asphalt binder.

2. The GTR shall meet the requirements of Section 919.

3. Polymer modification is optional for PG 76-22 (ARB).

4. Use of excess PG 76-22 (ARB): The Contractor may use excess PG 76-22 (ARB) in other asphalt concrete mixes requiring the use of a PG 67-22 binder by blending with straight PG 67-22 binder so that the total amount of ground tire rubber in the binder is less than 2.0%. The Contractor may use excess PG 76-22 (ARB) in asphalt concrete mixtures requiring the use of a PG 52-28 or PG 58-22 by blending with the designated binder in such proportions that the total amount of ground tire rubber in the binder is less than 1.0%.

**916-2.2 Compliance with Materials Manual:** Producers of Superpave PG binders shall meet the requirements of Section 3.5, Volume II of the Department’s Material Manual, which may be viewed at the following URL:  
<http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.5-100915.pdf>

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

SUPERPAVE PG ASPHALT BINDER		
Test and Method	Conditions	Specification Minimum/Maximum Value

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

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

### 916-3 Asphalt Emulsions.

**916-3.1 Compliance with Materials Manual:** Producers of asphalt emulsions shall meet the requirements of Section 3.4, Volume II of the Department’s Material Manual, which may be viewed at the following URL:  
<http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.4-100915.pdf>

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

### 916-4 Liquid Anti-strip Agents.

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

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

**992 HIGHWAY LIGHTING MATERIALS.**  
**(REV 7-14-16) (FA 8-1-16) (9-16)**

SUBARTICLE 992-1.2 is deleted and the following substituted:

**992-1.2 Luminaires, Driver, etc.:** All luminaires shall be one of the products listed in the Department's Approved Product List (APL). Manufacturers seeking evaluation of their product shall submit an application in accordance with Section 6.

The light source for luminaires shall be either light emitting diodes (LED), magnetic induction or plazma induction.

The luminaire shall be constructed of precision cast aluminum with a corrosive resistant polyester powder coat finish. The standard color shall be gray. The refractor and lens shall consist of glass or an optical grade polymer. The manufacturer shall place a permanent tag in the luminaire housing imprinted with: the manufacturer name, luminaire voltage, lamp wattage, and provide a blank area for the Contractor to inscribe the installation date.

Luminaires shall meet the following requirements: UL 1598 listed and labeled for installation in wet locations by an OSHA recognized "Nationally Recognized Testing Laboratory" (NRTL), be capable of maintaining 94.1% intensity at 10,000 hours with an ambient temperature of 25°C (IES LM-80) and have IESNA light distribution curves (IES LM-79) by an EPA recognized laboratory.

The driver shall be rated for 100,000 hours and have a power factor greater than or equal to 90% at full load with a total harmonic distortion less than or equal to 20% at full load. The fixture shall accommodate a circuit voltage of 480V.

Luminaires shall be provided with a minimum 10kV/10kA internal surge suppression module meeting UL 1449/ANSI C62.41.2 Category C.

The manufacturer shall submit a five year non-prorated full warranty on all components of the luminaire to the Department. The warranty shall begin on the project acceptance date and include all components of luminaire.

SUBARTICLE 992-2.4 is deleted and the following substituted:

**992-2.4 Luminaires:** The luminaires shall meet the requirements shown in the Plans and the following additional requirements.

a. A maximum correlated color temperature (CCT) of 4000°K meeting ANSI C78.377A (3985°K, plus or minus 275°K).

b. The optical portion of the housing shall be sealed to provide an IP 66 rating.

The luminaire mounting assembly shall be a slipfitter type designed to accommodate a nominal 2 inch pipe size (2-3/8 inch O.D.) arm or a pole top mounting assembly designed to accommodate a 2-3/8 inch pole top tenon.

For APL qualification, the manufacturer must have a fixture with an IESNA light distribution curve (IES LM-79) by an EPA recognized laboratory, meeting a minimum pole spacing of 215 feet using the AGi32 lighting optimization tool with the following settings:

Setting	Requirement
Roadway Standard	IES RP-8-200
R-Table	R3 (Q0=0.07)
Roadway Layout	Two Rows Opposite, With Median, 2R OPP w/M
Roadway Width	40 feet
Median Width	22 feet
Number of Lanes in Direction of Travel	3
Driver's Side of Roadway	Right
Calculation Area	Bottom
Mounting Height	As per manufacturer's recommendation
Setback	12 feet
Tilt	0°
Optimization Criteria	Avg. Illuminance = 1.5 fc Avg./Min. Ratio = 4 Max./Min. Ratio= 10 Lv Max./L Avg. Ratio= 0.3
Arm Length	Pole top fixtures – as provided by the IES file Arm mounted fixtures – 12 feet

SUBARTICLE 992-3.2 is deleted and the following substituted:

- 992-3.2 Luminaires:** The luminaires shall meet the following requirements.
- a. A maximum correlated color temperature (CCT) of 4000°K meeting ANSI C78.377A (3985°K, plus or minus 275°K).
  - b. The optical portion of the housing shall be sealed to provide an IP 66 rating.

The luminaire mounting assembly shall be a slip fitter type designed to accommodate a nominal 2 inch pipe size (2-3/8 inch O.D.) connection. For qualification, the manufacturer must have a fixture with a Type V IESNA light distribution curve (IES LM-79) by an EPA recognized laboratory, capable of providing photometrics similar to a 1000 W HPS fixture when mounted on 80 to 120 foot poles.

SUBARTICLE 992-4.1 is deleted and the following substituted:

- 992-4.1 Luminaires:** The luminaires shall meet the following requirements.
- a. A maximum correlated color temperature (CCT) of 5000°K meeting ANSI C78.377A (3985°K, plus or minus 275°K).
  - b. The optical portion of the housing shall be sealed to provide an IP 66 rating.

The luminaire mounting assembly for a sign luminaire shall be a slipfitter type designed to accommodate a 1-1/2 inch, Schedule 40 steel pipe arm connection.

SUBARTICLE 992-5.1 is deleted and the following substituted:

- 992-5.1 Luminaires:** The luminaires shall meet the following requirements.
- a. A maximum correlated color temperature (CCT) of 4000°K meeting ANSI C78.377A (3985°K, plus or minus 275°K).
  - b. The optical portion of the housing shall be sealed to provide an IP 55 rating.
- Underdeck fixtures shall be wall mounted fixtures.

# APPENDICES

**TECHNICAL SPECIAL PROVISION.**

The following Technical Special Provisions are individually signed and sealed but are included as part of this Specifications Package.

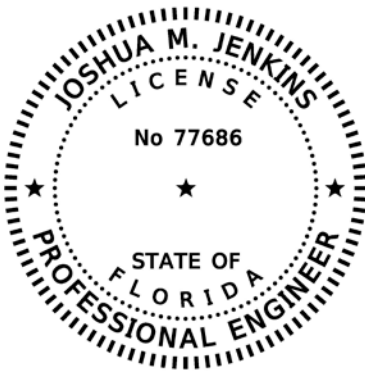
**SETTLEMENT PLATE ASSEMBLY  
AND EMBANKMENT MONITORING**



**TECHNICAL SPECIAL PROVISION  
FOR  
SETTLEMENT PLATE ASSEMBLY  
AND EMBANKMENT MONITORING**

FINANCIAL PROJECT ID: 430466-1-52-01

*The official record of this Technical Special Provision is the electronic document signed and sealed under rule 61G15-23.004 F.A.C.*



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Certificate of Authorization No. 6222  
Date: October 6, 2016**

## **T141 - SETTLEMENT PLATE ASSEMBLY**

### **T141-1 Description.**

The work under this Technical Special Provision includes the work to furnish, install, maintain, monitor and abandon settlement plate assemblies in preload areas in accordance with the Contract Documents.

### **T141-2 Materials.**

The settlement plate assembly shall be constructed in accordance with the plate and stem options as shown in FDOT Design Standard Index 540. All iron pipe and fittings shall be fabricated from standard weight stock. Materials will be accepted on the basis of a visual inspection.

### **T141-3 Installation.**

Install settlement plate assembly in accordance with and at the locations specified in the Contract Documents.

With plate and marker pipe in place, wrap the lower 6 inches of marker pipe with oakum; slip one section of casing pipe over the marker pipe; and, lower the casing to uniformly encase the oakum seal while seating the casing on the plate.

When the installation is complete, notify the Engineer to determine the initial elevation of the top of the marker pipe. No embankment shall be placed until this elevation has been determined.

The settlement plate stem shall be flagged. If the settlement plate assembly is disturbed or damaged, it shall be replaced at the Contractors expense within 24 hours, unless otherwise directed by the Engineer. During embankment construction add sections of marker pipe and casing as required. Notify the Engineer prior to adding sections and do not proceed with adding sections or embankment construction within each Settlement Area without the approval of the Engineer. The top of the marker pipe elevation shall be determined before and after adding sections.

Settlement plate assemblies shall remain in place and become the property of the Department. All pipe extensions sticking above the permanent embankment ground level at the end of the monitoring period shall be cut off or removed to be below the ground surface and backfilled.

### **T141-4 Monitoring.**

**T141-4.1 General:** The Engineer will obtain and record all measurements and elevations, including the height of embankment, necessary for accurate determinations of settlement data.

Fill placement shall not exceed 3 feet per day. Fill placement shall not be attempted at any time at a monitoring location when the rate of settlement exceeds 0.5 inches per day, or when otherwise directed by the Engineer.

**T141-4.2 Monitoring During Embankment Construction:** Monitoring of settlement plates shall be performed daily during embankment construction.

**T141-4.3 Settlement Monitoring Period:** Upon completion of embankment construction, the Engineer will record the settlement measurements on a weekly basis for the duration of the Settlement Monitoring Period.

The required Settlement Monitoring Period is anticipated to be approximately 45 days from the completion of the embankment fill placement. The Settlement Monitoring Period will depend on the settlement behavior measured during the monitoring period.

Other than activities specified in the Technical Special Provision, do not proceed with any construction activity within the settlement monitoring area during the Settlement Monitoring Period, except for erosion control or unless authorized in writing by the Engineer.

**T141-4.4 Maintenance:** Maintain the constructed embankment elevations during the Settlement Monitoring Period. In the settlement monitoring area replenish the embankment in accordance with FDOT Specification 145 and the following:

1. Replenish when embankment settles 6 inches or more.
2. 15 days prior to the anticipated end of the Settlement Monitoring Period, replenish to constructed embankment elevations.

**T141-5 Method of Measurement.**

The quantity to be paid for will be based on the number of settlement plate assemblies furnished, installed, accepted and monitored.

**T141-6 Basis of Payment.**

Price and payment will be full compensation for all work, labor, materials, and equipment specified in this Technical Special Provision.

Payment will be made under:

Item No. 141-70      Settlement Plate Assembly - per assembly.

**THIS COMPLETES  
THIS  
SPECIFICATIONS  
PACKAGE**