

005 CONTROL OF THE WORK.
(REV 12-16-11) (FA 1-10-12) (7-12)

SUBSECTION 5-1.4.5 (Pages 34 and 35) is deleted and the following substituted:

5-1.4.5 Submittal Paths and Copies:

5-1.4.5.1 General: Shop drawings are not required for prequalified items. For non-prequalified items, determine the submittal path to be followed based upon the identity of the Engineer of Record as shown adjacent to the title block on the structural plan sheets, and on the key sheets of roadway plans, signing, and pavement marking plans, and/or lighting plans. At the preconstruction conference, the Department will notify the Contractor of any changes in the submittal path and whether the Department's or the Consultant's red-ink review stamp will signify an officially reviewed shop drawing.

(a) When the Florida Department of Transportation is the Engineer of Record, submit shop drawings to the appropriate Department Shop Drawing Review Office with a copy of the letter of transmittal sent to the Resident Engineer. For work requiring other information (e.g., catalog data, procedure manuals, fabrication/welding procedures, and maintenance and operating procedures), submit the required number of copies to the appropriate Department Shop Drawing Review Office. If not shown on the plans, the Department will furnish the mailing address of the appropriate Department Shop Drawing Review Office. Provide copies of material certifications and material tests to the Resident Engineer.

(b) When the Engineer of Record is a consultant hired by the Department, submit shop drawings to the consultant with a copy of the letter of transmittal sent to the Resident Engineer and, when requested, to the appropriate Department Shop Drawing Review Office. For work requiring other documentation (e.g., catalog data, procedure manuals, fabrication/welding procedures, and maintenance and operating manuals), submit the required number of copies with the prints. If not shown on the plans, the Department will furnish the mailing address of the Consulting Engineer of Record. Provide copies of material certifications and material tests to the Resident Engineer.

5-1.4.5.2 Building Structures: Submit working, shop and erection drawings, and all correspondence related to building structures, such as Rest Area Pavilions, Office Buildings, and Maintenance Warehouses, to the Architect of Record for review and approval. Send a copy of the transmittal to the Resident Engineer.

5-1.4.5.3 Contractor-Originated Design: Submit shop drawings and applicable calculations to the Engineer of Record for review. Ensure that each sheet of the shop drawings and the cover sheet of the calculations are signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record. Transmit the submittal and copies of the transmittal letters in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.4 Temporary Works: For Construction Affecting Public Safety, submit to the Engineer of Record shop drawings and the applicable calculations for the design of special erection equipment, bracing, falsework, scaffolding, etc. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal and copies of the transmittal letters in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.5 Falsework Founded on Shallow Foundations: When vertical displacement limits are provided in the Plans for falsework founded on shallow foundations such

as spread footings and mats, submit to the Engineer of Record shop drawings and applicable calculations of the falsework system including subsurface conditions and settlement estimates. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal and copies of the transmitted letters in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.6 Formwork and Scaffolding: The Contractor is solely responsible for the safe installation and use of all formwork and scaffolding. The Department does not require any formwork or scaffolding submittals unless such work would be classified as Construction Affecting Public Safety.

5-1.4.5.7 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. At a minimum, provide temporary bracing at each end of each beam or girder. Develop the required bracing designs in accordance with the AASHTO LRFD Bridge Design Specifications (LRFD) using wind loads specified in the Structures Design Guidelines (SDG). For information not included in the SDG or LRFD, refer to the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works.

For Construction Affecting Public Safety, when temporary bracing requirements are shown in the plans, submit plans and calculations signed and sealed by a Specialty Engineer for the design of temporary bracing members and connections based on the forces shown in the plans. In addition, submit a written certification that construction loads do not exceed the assumed loads shown in the plans.

For Construction Affecting Public Safety, when temporary bracing requirements are not shown in the plans or an alternate temporary bracing system is proposed, submit plans and calculations signed and sealed by a Specialty Engineer including the stability analysis and design of temporary bracing members and connections.

5-1.4.5.8 Erection Plan: Submit, for the Engineer's review, an Erection Plan that meets the specific requirements of Sections 450, 452 and 460 and this section. Refer to Index 600 for construction activities not permitted over traffic.

5-1.4.5.9 Other Miscellaneous Design and Structural Details Furnished by the Contractor in Compliance with the Contract: Submit to the Engineer of Record shop drawings and the applicable calculations. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal and copies of the transmittal letters in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

SUBARTICLE 5-1.4.8 (Page 38) is deleted and the following substituted:

5-1.4.8 Modifications for Construction: Where the Engineer allows the Contractor to make modifications to the permanent works for the purposes of expediting the Contractor's chosen construction methods, the Contractor shall submit proposals to the Engineer of Record for review and approval prior to modifying the works. Submit proposals for minor modifications under the shop drawing process. Indicate on all drawings the deviations from the Contract Documents and itemize all deviations in the letter of transmittal. The Department will

require additional submittals and/or submittal under a Cost Savings Initiative Proposal for major modifications.

Minor modifications are those items that, in the opinion of the Engineer, do not significantly affect the quantity of measured work, or the integrity or maintainability of the structure or its components. (For example, adjusting concrete dimensions, substituting steel plate sizes, changing reinforcing bar size and spacing, etc., all within the acceptable limits of the design.)

Major modifications are any modifications that, in the opinion of the Engineer, significantly affect the quantity of measured work, or the integrity or maintainability of the structure or its' components. (For example, substituting alternative beam sizes and spacings, changing material strength or type, and the like.). Provide signed and sealed revised sheets to the Engineer for any such revisions to the Contract plans prior to submitting shop drawings.

The Engineer's decision on the delineation between a minor and a major modification and the disposition of a proposal is final.

SUBARTICLE 5-1.5.4 (Page 39) is deleted and the following substituted:

5-1.5.4 Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to the Engineer at least four weeks prior to erection commencing. Include, as part of this submittal, signed and sealed calculations and details for any falsework, bracing or other connections supporting the structural elements shown in the erection plan.

At least two weeks prior to beginning erection, conduct a Pre-erection meeting to review details of the plan with the Specialty Engineer that signed and sealed the plan, any Specialty Engineers that may inspect the work and the Engineer.

After erection of the elements, but prior to opening of the facility below the structure, ensure that a Specialty Engineer that is qualified to inspect temporary works has personally inspected the erected members and certified to the Engineer that the structure has been erected in accordance with the signed and sealed erection plan.

Perform daily inspections of the erected structural systems. For structures without temporary supports but with temporary girder bracing systems, perform inspections until all the diaphragms and cross frames are in place. For structures with temporary supports, perform inspections until the temporary supports are no longer needed as indicated in the erection plans. Provide written documentation of the inspections to the Engineer within 24 hours of the inspection.

SUBARTICLE 5-12.2.2 (Page 47) is deleted and the following substituted:

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying

the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(a) and (c), and then only to the extent the Contractor could not reasonably mitigate such idleness.

SUBARTICLE 5-12.6.2 (Pages 48 - 49) is deleted and the following substituted:

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional

interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

ARTICLE 5-13 (Page 52) is deleted and the following substituted:

5-13 Recovery Rights, Subsequent to Final Payment.

The Department reserves the right, if it discovers an error in the partial or final estimates, or if it discovers that the Contractor performed defective work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or his surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.