

# **SPECIAL PROVISION WORKBOOK JANUARY 2019**

**Includes “Generic” Special Provisions  
Excludes Blanket Specifications**

<b>SPECIAL PROVISIONS</b>	<b>Spec Name</b>	<b>Usage Note</b>
<p>PROPOSAL REQUIREMENTS AND CONDITIONS (BUSINESS DEVELOPMENT INITIATIVE). (REV 4-21-16) (FA 4-21-16) (1-19)</p> <p>Changes to: 2-1, 2-7.</p>	<b><u>SP0020100BDI</u></b>	<p>Use with the approval of the District Program Management Office.</p> <p>Use with SP0030201BDI, SP0071302BDI and SP0080100BDI.</p>
<p>PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK. (REV 11-3-15) (FA 1-27-16) (1-19)</p> <p>Insert Information Required.</p> <p>Changes to: 2-4.</p>	<b><u>SP0020400</u></b>	<p>All Jobs (add a phone number or email address)</p> <p>Do not use with SP0020400-60day</p>
<p>PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK (60 DAY AD). (REV 4-11-16) (FA 7-1-16) (1-19)</p> <p>Insert Information Required.</p> <p>Changes to: 2-4.</p>	<b><u>SP0020400-60day</u></b>	<p>Jobs with 60-day Ads. (add a phone number or email address)</p> <p>Do not use with SP0020400</p>
<p>PROPOSAL REQUIREMENTS AND CONDITIONS - PREPARATION OF PROPOSALS (A+B BIDDING). (REV 6-22-04) (FA 7-13-04) (1-19)</p> <p>Changes to: 2-5.1.</p>	<b><u>SP0020501AB</u></b>	<p>A+B Bidding. Use with the approval of the District Construction Engineer.</p> <p>Use with SP0030100AB, SP0030203AB, SP0080701AB and SP0081300AB.</p>
<p>PROPOSAL REQUIREMENTS AND CONDITIONS - PREPARATION OF PROPOSALS (LANE RENTAL). (REV 2-21-05) (FA 3-31-05) (1-19)</p> <p>Insert Information Required.</p> <p>Changes to: 2-5.1.</p>	<b><u>SP0020501LR</u></b>	<p>Lane Rental. Use with the approval of the District Construction Engineer.</p> <p>Use with SP0030100LR, SP0081300LRDR and SP0081300LR.</p>
<p>AWARD AND EXECUTION OF CONTRACT - CONSIDERATION OF BIDS - SCOPE ALTERNATES. (REV 11-3-15) (FA 11-20-15) (1-19)</p> <p>Changes to: 3-1.</p>	<b><u>SP0030100</u></b>	<p>Use at the direction of the District Construction Engineer in accordance with the Work Program Instructions.</p> <p>*Notify Contracts Office on Transmittal Memo.</p>
<p>AWARD AND EXECUTION OF CONTRACT - CONSIDERATION OF BIDS (A+B BIDDING). (REV 11-5-97) (FA 1-20-98) (1-19)</p> <p>Insert Information Required</p> <p>Changes to: 3-1.</p>	<b><u>SP0030100AB</u></b>	<p>A+B Bidding. Use with the approval of the District Construction Engineer.</p> <p>Use with SP0020501AB, SP0030203AB, SP0080701AB and SP0081300AB.</p>

<b>SPECIAL PROVISIONS</b>	<b>Spec Name</b>	<b>Usage Note</b>
<p>AWARD AND EXECUTION OF CONTRACT - CONSIDERATION OF BIDS (BUDGETARY CONSTRAINTS). (REV 11-3-15) (FA 11-20-15) (1-19)</p> <p>Insert Information Required Changes to: 3-1.</p>	<b><u>SP0030100BC</u></b>	<p>Use at the direction of the District Construction Engineer in accordance with the Work Program Instructions. *Notify the Contracts Administration Office on the Transmittal Memo.</p>
<p>AWARD AND EXECUTION OF CONTRACT - CONSIDERATION OF BIDS (LANE RENTAL). (REV 11-3-15) (FA 11-20-15) (1-19)</p> <p>Changes to: 3-1.</p>	<b><u>SP0030100LR</u></b>	<p>Lane Rental. Use with the approval of the District Construction Engineer. Use with SP0020501LR, SP0081300LR and SP0081300LRDR.</p>
<p>AWARD AND EXECUTION OF CONTRACT - CONSIDERATION OF BIDS (LUMP SUM). (REV 8-1-00) (1-19)</p> <p>Changes to: 3-1.</p>	<b><u>SP0030100LS</u></b>	Lump Sum Projects
<p>AWARD AND EXECUTION OF CONTRACT (TIMEFRAME MODIFICATION). (REV 3-2-17) (FA 4-27-17) (1-19)</p> <p>Insert Information Required Changes to: 3-2, 3-6, 3-7.</p>	<b><u>SP0030200</u></b>	<p>Use when modifying the “Award and Execution” timeframes in the Standard Specifications. *Contracts Office must approve.</p>
<p>AWARD AND EXECUTION OF CONTRACT (BUSINESS DEVELOPMENT INITIATIVE). (REV 5-13-15) (FA 7-13-15)(1-19)</p> <p>Changes to: 3-2.1, 3-2.2, 3-6, 3-7.</p>	<b><u>SP0030201BDI</u></b>	<p>Use with the approval of the District Program Management Office. Use with SP0020100BDI, SP0071302BDI, and SP0080100BDI.</p>
<p>AWARD AND EXECUTION OF CONTRACT - AWARD OF CONTRACTS (A+B BIDDING) (REV 8-22-96) (FA 9-3-96) (1-19)</p> <p>Insert Information Required Changes to: 3-2.</p>	<b><u>SP0030203AB</u></b>	<p>A+B Bidding. Use with the approval of the District Construction Engineer. Use with SP0020501AB, SP0030100AB, SP0080701AB, and SP0081300AB.</p>
<p>AWARD AND EXECUTION OF CONTRACT - PUBLIC RECORDS (REV 10-17-16) (FA 10-24-16 ) (1-19)</p> <p>Changes to: 3-9.</p>	<b><u>SP0030900</u></b>	All Jobs.
<p>SCOPE OF THE WORK - INTENT OF CONTRACT. (REV 8-19-09) (FA 8-24-09) (1-19)</p> <p>Insert Information Required. Changes to: 4-1.</p>	<b><u>SP0040100</u></b>	All Jobs, excluding Lump Sum.

<b>SPECIAL PROVISIONS</b>	<b>Spec Name</b>	<b>Usage Note</b>
SCOPE OF THE WORK (LUMP SUM). (REV 6-3-16) (FA 6-9-16) (1-19)  Insert Information Required. Changes to: 4-1, 4-3.1, 4-3.4, 4-3.9.4.	<b><u>SP0040100LS</u></b>	Lump Sum Projects
CONTROL OF THE WORK (LUMP SUM). (REV 3-15-02) (1-19)  Changes to: 5-1.1, 5-2, 5-7.6.	<b><u>SP0050101LS</u></b>	Lump Sum Projects
CONTROL OF THE WORK - GENERAL INSPECTION REQUIREMENTS - COOPERATION BY THE CONTRACTOR. (REV 2-10-94) (1-19)  Changes to: 5-9.1	<b><u>SP0050901</u></b>	Long bridge jobs (1500 feet or longer); modify to suit.
CONTROL OF MATERIALS - ACCEPTANCE CRITERIA (LUMP SUM). (REV 8-17-09) (FA 8-24-09) (1-19)  Changes to: 6-1.	<b><u>SP0060100LS</u></b>	Lump Sum Projects
LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - LAWS TO BE OBSERVED (COMPLIANCE WITH FHWA 1273). (REV 1-2-14) (1-16-14) (1-19)  Changes to: 7-1.1.	<b><u>SP0070101</u></b>	All Federal Aid Jobs
LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (BEAR). (REV 6-6-17) (FA 6-13-17) (1-19)  Changes to: 7-1.4.	<b><u>SP0070104-1</u></b>	Use when called for by the District Environmental Permit Office (Bear)
LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (EAGLE). (REV 6-16-17) (FA 6-28-17) (1-19)  Changes to: 7-1.4.	<b><u>SP0070104-2</u></b>	Use when called for by the District Environmental Permit Office (Eagle)

<b>SPECIAL PROVISIONS</b>	<b>Spec Name</b>	<b>Usage Note</b>
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (GOPHER TORTOISE). (REV 6-15-17) (FA 6-20-17) (1-19)</p> <p>Changes to: 7-1.4.</p>	<a href="#"><b>SP0070104-3</b></a>	Use when called for by the District Environmental Permit Office (Gopher Tortoise)
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (MANATEE). (REV 6-15-17) (FA 6-20-17) (1-19)</p> <p>Changes to: 7-1.4.</p>	<a href="#"><b>SP0070104-4</b></a>	Use when called for by the District Environmental Permit Office (Manatee)
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (SAWFISH). (REV 5-25-17) (FA 6-13-17) (1-19)</p> <p>Changes to: 7-1.4.</p>	<a href="#"><b>SP0070104-5</b></a>	Use when called for by the District Environmental Permit Office (Sawfish)
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (SEA TURTLE). (REV 5-25-17) (FA 6-28-17) (1-19)</p> <p>Changes to: 7-1.4.</p>	<a href="#"><b>SP0070104-6</b></a>	Use when called for by the District Environmental Permit Office (Sea Turtle)
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (INDIGO SNAKE). (REV 5-25-17) (FA 6-13-17) (1-19)</p> <p>Changes to: 7-1.4.</p>	<a href="#"><b>SP0070104-7</b></a>	Use when called for by the District Environmental Permit Office (Indigo Snake)

<b>SPECIAL PROVISIONS</b>	<b>Spec Name</b>	<b>Usage Note</b>
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (STURGEON). (REV 5-25-17) (FA 6-28-17) (1-19)</p> <p>Changes to: 7-1.4.</p>	<a href="#"><b>SP0070104-8</b></a>	Use when called for by the District Environmental Permit Office (Sturgeon)
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - PERMITS AND LICENSES (PERMITS PROCURED BY THE DEPARTMENT). (REV 11-10-16) (FA 1-26-17) (1-19)</p> <p>Changes to: 7-2.1.</p>	<a href="#"><b>SP0070201A</b></a>	Jobs with permits procured by DOT
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WORK OR STRUCTURES IN NAVIGABLE WATERS OF THE U.S., WATERS OF THE U.S. AND WATERS OF THE STATE (DISCHARGE TO). (REV 6-9-15) (FA 7-22-15) (1-19)</p> <p>Changes to: 7-2.2.</p>	<a href="#"><b>SP0070202</b></a>	When SWPPP is used. (One or more acres disturbed.)
<p>LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC - PRESERVATION OF EXISTING PROPERTY (TOLL FACILITIES). (REV 7-22-14) (FA 10-15-14) (1-19)</p> <p>Changes to: 7-11.1, 7-11.2.</p>	<a href="#"><b>SP0071101-tolls</b></a>	Use with the approval of the District Traffic Operations Engineer.
<p>LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC - PRESERVATION OF EXISTING PROPERTY - OPERATIONS WITHIN THE RAILROAD RIGHT-OF-WAY. (REV 3-11-16) (FA 8-2-16) (1-19)</p> <p>Changes to: 7-11.4.</p>	<a href="#"><b>SP0071104RR</b></a>	Projects involving CSX Transportation, NS, FEC, or operations within the South Florida Rail Corridor and the Central Florida Rail Corridor Right of Way
<p>LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC - PRESERVATION OF EXISTING PROPERTY - UTILITIES - FLORIDA GAS TRANSMISSION COMPANY, LLC (FGT) FACILITIES. (REV 4-6-16) (FA 4-20-16) (1-19)</p> <p>Changes to: 7-11.5.</p>	<a href="#"><b>SP0071105FGT</b></a>	Use when Florida Gas Transmission Company, LLC (FGT) is within the project limits. Use with SP0071201FGT.

<b>SPECIAL PROVISIONS</b>	<b>Spec Name</b>	<b>Usage Note</b>
<p>LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC - PRESERVATION OF EXISTING PROPERTY - UTILITIES - UTILITY ADJUSTMENTS (NO UTILITY WORK SCHEDULES). (REV 2-10-94) (1-19)</p> <p>Changes to: 7-11.5.3.</p>	<b><u>SP0071153A</u></b>	When there are no utility work schedules.
<p>LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC - PRESERVATION OF EXISTING PROPERTY - UTILITIES - UTILITY ADJUSTMENTS (UTILITY WORK SCHEDULES). (REV 11-10-16) (FA 1-26-17) (1-19)</p> <p>Changes to: 7-11.5.3.</p>	<b><u>SP0071153B</u></b>	When there are utility work schedules.
<p>LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FLORIDA GAS TRANSMISSION (FGT) COMPANY, LLC ENCROACHMENT AGREEMENTS). (REV 7-28-16) (FA 7-31-15) (1-19)</p> <p>Changes to: 7-12.1, 7-13.2, 7-13.4.</p>	<b><u>SP0071201FGT</u></b>	<p>Use when Florida Gas Transmission Company, LLC (FGT) is within the project limits.</p> <p>Use with SP0071105FGT.</p>
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - INSURANCE - COMMERCIAL GENERAL LIABILITY INSURANCE (BUSINESS DEVELOPMENT INITIATIVE). (REV 4-10-15) (FA 7-31-15) (1-19)</p> <p>Changes to: 7-13.2</p>	<b><u>SP0071302BDI</u></b>	<p>Use with the approval of the District Program Management Office.</p> <p>Use with SP0020100BDI, SP0030201BDI, and SP0080100BDI.</p>
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WAGE RATES FOR FEDERAL-AID PROJECTS. (REV 9-1-17) (FA 10-31-17) (1-19)</p> <p>Insert Information Required. Changes to: 7-16.</p>	<b><u>SP0071600</u></b>	All Federal Aid Jobs
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. (REV 4-25-02) (FA 7-17-02) (1-19)</p> <p>Changes to: Section 7.</p>	<b><u>SP0072700</u></b>	Non-Federal Aid Projects

<b>SPECIAL PROVISIONS</b>	<b>Spec Name</b>	<b>Usage Note</b>
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - PREFERENCE TO STATE RESIDENTS. (REV 1-13-12) (1-19)</p> <p>Changes to: Section 7.</p>	<b><u>SP0072800</u></b>	Non-Federal Aid Projects. Construction Projects Only.
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - E-VERIFY. (REV 6-13-11) (FA 6-16-11) (1-19)</p> <p>Changes to: Section 7.</p>	<b><u>SP0072900</u></b>	All Jobs
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - SCRUTINIZED COMPANIES. (REV 3-22-18) (1-19)</p> <p>Changes to: Section 7.</p>	<b><u>SP0073000</u></b>	All Jobs
<p>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - TITLE VI ASSURANCE - DOT 1050.2, APPENDIX A and APPENDIX E. (REV 5-27-16) (FA 6-2-16) (1-19)</p> <p>Changes to: Section 7.</p>	<b><u>SP0073100</u></b>	All Federally Funded Jobs
<p>PROSECUTION AND PROGRESS - SUBLETTING OR ASSIGNING OF CONTRACTS (BUSINESS DEVELOPMENT INITIATIVE). (REV 4-21-15) (FA 7-13-15) (1-19)</p> <p>Changes to: 8-1.</p>	<b><u>SP0080100BDI</u></b>	Use with the approval of the District Program Management Office. Use with SP0020100BDI, SP0030201BDI, and SP0071302BDI.
<p>PROSECUTION AND PROGRESS - PROSECUTION OF WORK (SUBMISSION OF WORKING SCHEDULE). (REV 11-13-14) (FA 1-22-15) (1-19)</p> <p>Changes to: 8-3.2.</p>	<b><u>SP0080302A</u></b>	Use only when CPM is authorized by District Construction Engineer.
<p>PROSECUTION AND PROGRESS - PROSECUTION OF WORK - BEGINNING WORK (FLEXIBLE START TIME). (REV 3-2-17) (FA 4-27-17) (1-19)</p> <p>Insert Information Required Changes to: 8-3.3.</p>	<b><u>SP0080303A</u></b>	When called for by the District Construction Engineer or the District Maintenance Engineer/Administrator. *Contracts Office must be notified.
<p>PROSECUTION AND PROGRESS - PROSECUTION OF WORK - BEGINNING WORK (NOTICE TO PROCEED). (REV 3-2-17) (FA 4-27-17) (1-19)</p> <p>Insert Information Required Changes to: 8-3.3.</p>	<b><u>SP0080303B</u></b>	When called for by the District Construction Engineer. Use with the approval of the Chief Engineer.



<b>SPECIAL PROVISIONS</b>	<b>Spec Name</b>	<b>Usage Note</b>
PROSECUTION AND PROGRESS - PROSECUTION OF WORK - BEGINNING WORK (MANDATORY START DATE). (REV 3-2-17) (FA 4-27-17) (1-19)  Insert Information Required. Changes to: 8-3.3.	<b><u>SP0080303C</u></b>	When called for by the District Construction Engineer. Use with the approval of the Chief Engineer. *Contracts Office must be notified.
PROSECUTION AND PROGRESS - PROSECUTION OF WORK - PARTNERING. (REV 5-15-12) (FA 5-21-12) (1-19)  Insert Information Required. Changes to: 8-3.	<b><u>SP0080306</u></b>	999-16 *Contracts Office must be notified.
PROSECUTION AND PROGRESS - PROSECUTION OF WORK - DISPUTES REVIEW BOARD. (REV 1-4-11) (FA 1-21-11) (1-19)  Changes to: 8-3.	<b><u>SP0080307DRB</u></b>	999-20 Items *Contracts Office must be notified.
PROSECUTION AND PROGRESS - PROSECUTION OF WORK - REGIONAL DISPUTES REVIEW BOARD. (REV 1-4-11) (FA 1-21-11) (1-19)  Changes to: 8-3.	<b><u>SP0080307RDRB</u></b>	Jobs without 999-20 Items
PROSECUTION AND PROGRESS - PROSECUTION OF WORK - STATEWIDE DISPUTES REVIEW BOARD. (REV 1-4-11) (FA 1-21-11) (1-19)  Changes to: 8-3.	<b><u>SP0080308SDRB</u></b>	334, 337, 350, 570, 580 or 649 Items
PROSECUTION AND PROGRESS – COMPUTATION OF CONTRACT TIME – ADJUSTING CONTRACT TIME – INCREASED WORK (LUMP SUM). (REV 8-1-00) (1-19)  Changes to: 8-4.1, 8-7.3.1.	<b><u>SP0080401LS</u></b>	Lump Sum Projects
PROSECUTION AND PROGRESS - LIMITATIONS OF OPERATIONS - FENCING. (REV 6-17-04) (FA 7-13-04) (1-19)  Changes to: 8-4.8.	<b><u>SP0080408</u></b>	Jobs on Limited Access Highways

<b>SPECIAL PROVISIONS</b>	<b>Spec Name</b>	<b>Usage Note</b>
<p>PROSECUTION AND PROGRESS - LIMITATIONS OF OPERATIONS - CONTAMINATED MATERIAL (MERCURY-CONTAINING DEVICES AND LAMPS). (REV 11-6-95) (FA 12-27-95) (1-19)</p> <p>Insert Information Required. Changes to: 8-4.9.</p>	<b><u>SP0080409</u></b>	Jobs with Lighting
<p>PROSECUTION AND PROGRESS - COMPUTATION OF CONTRACT TIME - GENERAL (REDUCED PRODUCTIVITY). (REV 12-22-98) (FA 1-19-99) (1-19)</p> <p>Insert Information Required. Changes to: 8-7.1.</p>	<b><u>SP0080701A</u></b>	Use with approval of the District Construction Engineer.
<p>PROSECUTION AND PROGRESS - COMPUTATION OF CONTRACT TIME - GENERAL (A+B BIDDING). (REV 7-24-96) (FA 9-3-96) (1-19)</p> <p>Changes to: 8-7.1.</p>	<b><u>SP0080701AB</u></b>	A+B Bidding. Use with the approval of the District Construction Engineer. Use with SP0020501AB, SP0030100AB, SP0030203AB, and SP0081300AB.
<p>PROSECUTION AND PROGRESS - COMPUTATION OF CONTRACT TIME - GENERAL (SHORTENED CONTRACT TIME). (REV 2-14-94) (1-19)</p> <p>Insert Information Required. Changes to: 8-7.1.</p>	<b><u>SP0080701B</u></b>	Use with the approval of the Chief Engineer.
<p>PROSECUTION AND PROGRESS - COMPUTATION OF CONTRACT TIME - GENERAL (HIGHER PRODUCTION RATES). (REV 12-22-98) (FA 2-1-99) (1-19)</p> <p>Changes to: 8-7.1.</p>	<b><u>SP0080701C</u></b>	Use when requested by the District Construction Engineer.
<p>PROSECUTION AND PROGRESS - LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK. (REV 11-30-16) (FA 1-27-17) (1-19)</p> <p>Insert Information Required. Changes to: Section 8-10.1, 8-10-2.</p>	<b><u>SP0081000</u></b>	Use on all revenue producing projects.
<p>PROSECUTION AND PROGRESS - DAMAGE RECOVERY (USER COST). (REV 2-4-04) (1-19)</p> <p>Insert Information Required. Changes to: 8-12.</p>	<b><u>SP0081200</u></b>	Use when requested by the District Construction Engineer. (Do not use with Lane Rental)

<b>SPECIAL PROVISIONS</b>	<b>Spec Name</b>	<b>Usage Note</b>
<b>PROSECUTION AND PROGRESS - ALTERNATIVE BIDDING.</b> (REV 7-28-97) (1-19)  Changes to: Section 8.	<b><u>SP0081300A</u></b>	All Jobs with Alternative Bidding. Use with the approval of the District Construction Engineer.
8-13. Incentive - Disincentive for A+B. (REV 7-27-04) (FA 7-28-04) (1-13)  Insert Information Required. Changes to: 8-13.	<b><u>SP0081300AB</u></b>	A+B Bidding. Use with the approval of the District Construction Engineer. Use with SP0020501AB, SP0030100AB, SP0030203AB, and SP0080701AB.
8-13. "Bonus" Payment and Waiver of Contractor Claims. (REV 5-19-04) (FA 7-13-04) (1-05)  Insert Information Required. Changes to: 8-13.	<b><u>SP0081300ABB</u></b>	A+B Jobs with Bonus Use with the approval of the District Construction Engineer.
8-13. " Bonus " Payment and Waiver of Contractor Claims. (REV 7-27-04) (FA 7-28-04) (1-05)  Insert Information Required. Changes to: 8-13.	<b><u>SP0081300B</u></b>	Bonus (Date Specific) Use with the approval of the District Construction Engineer.
8-13. "Bonus" Payment and Waiver of Contractor Claims. (REV 7-27-04) (FA 7-28-04) (1-05)  Insert Information Required. Changes to: 8-13.	<b><u>SP0081300BCD</u></b>	Bonus (Calendar Days) Use with the approval of the District Construction Engineer.
8-13. Incentive - Disincentive. (REV 7-27-04) (FA 7-28-04) (1-05)  Insert Information Required. Changes to: 8-13.	<b><u>SP0081300ID</u></b>	Incentive - Disincentive. Use with the approval of the District Construction Engineer. Do not use with SP0081300MID.
8-13. Incentive - Disincentive for Lane Rental Days. (REV 9-25-03) (FA 12-24-03) (7-04)  Insert Information Required. Changes to: 8-13.	<b><u>SP0081300IDLR</u></b>	Incentive-Disincentive for Lane Rental Days. Use with the approval of the District Construction Engineer. Do not use with SP0081300LR or SP0081300LRDR.
8-13. Liquidated Savings for Early Completion. (REV 5-18-99) (FA 6-10-99) (7-00)  Insert Information Required. Changes to: 8-13.	<b><u>SP0081300LQS</u></b>	Liquidated Savings. Use with the approval of the District Construction Engineer.
8-13. Pay Adjustment For Fewer-More Lane Rental Days. (REV 4-29-97) (FA 5-7-97) (7-00)  Changes to: 8-13.	<b><u>SP0081300LR</u></b>	Lane Rental. Use with the approval of the District Construction Engineer. Use with SP0020501LR, SP0030100LR, and SP0081300LRDR.

<b>SPECIAL PROVISIONS</b>	<b>Spec Name</b>	<b>Usage Note</b>
<p>8-13. Damage Recovery. (REV 9-25-03) (FA 12-24-03) (7-04)</p> <p>Insert Information Required. Changes to: 8-13.</p>	<b><u>SP0081300LRDR</u></b>	Lane Rental. Use with the approval of the District Construction Engineer. Use with SP0020501LR, SP0030100LR, and SP0081300LR.
<p>8-13. "Bonus" Payment and Waiver of Contractor Claims. (REV 4-12-06) (FA 4-25-06) (1-07)</p> <p>Insert Information Required. Changes to: 8-13.</p>	<b><u>SP0081300MB</u></b>	Milestone Bonus Use with the approval of the District Construction Engineer. Do not use with SP0081300B or SP0081300BCD.
<p>8-13. Incentive - Disincentive. (REV 2-9-06) (FA 4-25-06) (1-07)</p> <p>Insert Information Required. Changes to: 8-13.</p>	<b><u>SP0081300MID</u></b>	Milestone Incentive-Disincentive. Use with the approval of the District Construction Engineer. Do not use with SP0081300ID.
<p>MEASUREMENT AND PAYMENT (LUMP SUM). (REV 11-4-16) (FA 1-6-17) (1-19)</p> <p>Changes to: 9-1.3, 9-2, 9-3, 9-5.5.2, 9-11.</p>	<b><u>SP0090103LS</u></b>	Lump Sum Projects
<p>CLEARING AND GRUBBING - REMOVAL OF EXISTING BRIDGES - GENERAL. (REV 9-10-07) (FA 2-15-08) (1-19)</p> <p>Insert Information Required. Changes to: 110-6.1.</p>	<b><u>SP1100601</u></b>	Use when requested by the District Construction Engineer. Must have signed agreement from the Local Agency receiving the material.
<p>CLEARING AND GRUBBING - REMOVAL OF EXISTING BRIDGES - ASBESTOS CONTAINING MATERIALS (ACM) IDENTIFIED PRIOR TO THE WORK. (REV 11-10-16) (FA 1-26-17) (1-19)</p> <p>Changes to: 110-6.</p>	<b><u>SP1100606</u></b>	Use when areas of Asbestos Abatement are identified in the Plans.
<p>CLEARING AND GRUBBING (MATERIAL FOR REEF ESTABLISHMENT). (REV 7-10-95) (FA 6-21-99) (1-19)</p> <p>Changes to: 110-11.7, 110-12.7.</p>	<b><u>SP1101107</u></b>	110-84
<p>EXCAVATION AND EMBANKMENT - DESCRIPTION - IDENTIFIED AREAS OF CONTAMINATION. (REV 10-10-16) (FA 1-26-17 ) (1-189)</p> <p>Changes to: 120-1.</p>	<b><u>SP1200100A</u></b>	Use when contaminated areas are delineated in the Plans.

<b>SPECIAL PROVISIONS</b>	<b>Spec Name</b>	<b>Usage Note</b>
<b>MILLING OF EXISTING ASPHALT PAVEMENT.</b> (REV 8-31-99) (FA 2-14-00) (1-19)  Insert Information Required. Changes to: 327-1, 327-6.	<b><u>SP3270100</u></b>	When the Plans provide a location for stockpiling milled material. Insert quantity to be retained. Use "all, tons, square yards", etc.
<b>MILLING OF EXISTING ASPHALT PAVEMENT - EQUIPMENT.</b> (REV 12-1-93) (1-19)  Changes to: 327-2.	<b><u>SP3270200</u></b>	Use when requested by the District.
<b>HOT MIX ASPHALT - GENERAL CONSTRUCTION REQUIREMENTS.</b> (REV 2-22-18) (FA 2-22-18) (1-19)  Changes to: 330-8.2, 330-9.4, 330-9.5.	<b><u>SP3300802</u></b>	Smooth pavement, for interstate and limited access roadway projects only. Use with the approval of the District Construction Engineer.
<b>CEMENT CONCRETE PAVEMENT (COLORED CONCRETE).</b> (REV 5-11-16) (FA 5-12-16) (1-19)  Changes to: 350-1, 350-2, 350-10.	<b><u>SP3500200</u></b>	Jobs with Colored Concrete Pavement
<b>INTEGRAL PILE AND COLUMN JACKETS.</b> (REV 1-7-16) (FA 1-14-16) (1-19)  Changes to: 457.	<b><u>SP4570000</u></b>	457 Items
<b>LANDSCAPING.</b> (REV 7-31-17) (FA 8-9-17) (1-19)  Changes to: 580.	<b><u>SP5800000</u></b>	Non-Federal Aid Jobs with Landscaping. Use when requested by the DDE.
<b>LANDSCAPING.</b> (REV 7-31-17) (FA 8-9-17) (1-19)  Changes to: 580.	<b><u>SP5800000FA</u></b>	All Federal Aid Jobs with Landscaping. Use when requested by the DDE.
<b>ELECTRICAL POWER SERVICE ASSEMBLIES - DESCRIPTION</b> (Contribution-in-Aid-of Construction). (REV 6-12-18) (FA 7-2-18) (1-19)  Changes to 639.	<b><u>SP6390100CIAC</u></b>	Use with approval of the District Utility Administrator.
<b>HIGHWAY ADVISORY RADIO.</b> (REV 10-16-15) (FA 12-31-15) (1-19)	<b><u>SP6870000</u></b>	Use with the approval of the Chief Engineer.

## **PROPOSAL REQUIREMENTS AND CONDITIONS (BUSINESS DEVELOPMENT INITIATIVE).**

**(REV 4-21-16) (FA 4-21-16) (1-19)**

ARTICLE 2-1 is deleted and the following substituted:

### **2-1 Qualification of Bidders.**

The Business Development Initiative is performed under the authorization granted to the Department by Section 337.027 Florida Statutes. Bidders must be a small business as defined by the Department. A listing of the small business size standards can be found at <http://www.dot.state.fl.us/equalopportunityoffice/sizeStandards.shtm>. The Department reserves the right to make such inquiries as it deems necessary relative to bidders desiring to participate in this type of project. Submit a notarized affidavit on a form provided by the Department prior to the receipt of bid documents attesting to meeting these requirements.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a contract to provide any goods or services to a public entity.
2. A bid on a contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

ARTICLE 2-7 is deleted and the following substituted:

### **2-7 Guaranty to Accompany Proposals.**

On proposals over \$150,000, a proposal guaranty of \$500 must accompany each bid. The guaranty must be in the form of a bid bond, certified check, cashier's check, trust company treasurer's check, or a bank draft of any national or state bank made payable to the Florida Department of Transportation. A check or draft in an amount less than \$500 will invalidate the bid.

**PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.  
(REV 11-3-15) (FA 1-27-16) (1-19)**

ARTICLE 2-4 is deleted and the following substituted:

**2-4 Examination of Plans, Specifications, Special Provisions, 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/Proposal.aspx/SearchProposal>

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

\_\_\_\_\_ at \_\_\_\_\_.

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.

**PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK (60 DAY AD). (REV 4-11-16) (FA 7-1-16) (1-19)**

ARTICLE 2-4 is deleted and the following substituted:

**2-4 Examination of Plans, Specifications, Special Provisions, 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/Proposal.aspx/SearchProposal>

Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, 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

\_\_\_\_\_ at \_\_\_\_\_.

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.



**PROPOSAL REQUIREMENTS AND CONDITIONS - PREPARATION OF PROPOSALS (A + B BIDDING).**

**(REV 6-22-04) (FA 7-13-04) (1-19)**

SUBARTICLE 2-5.1 is expanded by the following:

Establish the number of calendar days necessary to complete the work in accordance with the Contract documents and show this number of calendar days in the proposal. For purposes of this Contract, this number of calendar days will serve as the Original Contract Time.

**PROPOSAL REQUIREMENTS AND CONDITIONS - PREPARATION OF PROPOSALS (LANE RENTAL).**

**(REV 2-21-05) (FA 3-31-05) (1-19)**

SUBARTICLE 2-5.1 is expanded by the following:

Determine the number of Lane Rental Days (LRD) required to perform the work specified and show this number in the proposal.

The following definitions will apply:

Lane Rental Day: The time period during which the Contractor closes one or more lanes as permitted by the Contract. The Engineer will not consider time periods less than 15 minutes in computing LRDs. The computation of LRDs will include moving operations. The number of lanes considered closed will be based on the number of lanes available prior to construction versus the number of lanes maintained through the project during any particular day. A lane is a mainline through lane or ramp.

LRDs will be computed in full day and half-day increments. A full day will be computed for any lane closures or any combination of lane closures totaling over 12 hours in cumulative length over a 24 hour period. For purposes of computing LRDs, the 24 hour period will be continuous and will begin when the Contractor begins the closure. Computation of LRDs will continue until the closure is completely removed. A half-day will be computed for any lane closures or any combination of lane closures totaling 12 hours or less cumulative in length within a 24 hour period. LRDs will be charged for each calendar day without regard to whether Contract time is charged.

Daily Lane Rental Fee: The full day Daily Lane Rental Fee is \$            per lane per day. The half day Daily Lane Rental Fee is 50% of the full day Daily Lane Rental Fee. The lane rental items will only be shown on the lead project on Contracts with multiple projects, but will cover work for all projects within the Contract.

**AWARD AND EXECUTION OF CONTRACT - CONSIDERATION OF BIDS – SCOPE ALTERNATES.**

**(REV 11-3-15) (FA 11-20-15) (1-19)**

ARTICLE 3-1 is deleted and the following substituted:

**3-1 Consideration of Bids - Scope Alternates.**

For the purpose of award, after opening and reading the Proposals, the Department will consider as the bid the correct summation of each unit bid price multiplied by the estimated quantities shown in the Proposal. On this basis, the Department will compare the amounts of each bid and make the results of such comparison available to the public. Until the actual award of the Contract, however, the Department reserves the right to reject any or all Proposals and to waive technical errors that the Department determines, in its sole discretion, to be in the best interest of the State.

The Department reserves the right to delete the bid portion of the utility relocation work from the Contract. When the Department deletes utility relocation work from the Contract, the Department will recalculate the Contract bid tabulations based on the remaining project quantities.

In the event that the Department deletes utility relocation work from the Contract, the utility owner will relocate such utilities in accordance with the backup Utility Relocation Schedule contained in the Contract Documents.

For this Contract, the Department has established alternate scopes of work, shown as the list of bid items under each of the Scope Alternates listed in the Contract Plans. These alternates have been established in consideration of possible budget constraints. The Department has assigned Contract award priority for the Scope Alternates as follows:

First Priority ..... Alternate A  
Second Priority..... Alternate B  
Third Priority ..... Alternate C

The Department intends to award the Contract to the responsible Bidder with the lowest bid for the highest priority Scope Alternate for which the Department determines funds are available.

Submit bid unit prices for all bid items. Bids submitted without bid unit prices for all bid items will be rejected as irregular.

Contract time may vary for each Alternate. The Contract time for each Alternate will be shown in the Bid Documents.

**AWARD AND EXECUTION OF CONTRACT – CONSIDERATION OF BIDS (A+B BIDDING).**

**(REV 11-5-97) (FA 1-20-98) (1-19)**

ARTICLE 3-1. The first and second sentences are deleted and the following substituted:

For the purpose of award, each bid submitted shall consist of two parts whereby:

Standard Bid (A) = The correct summation of the products of the estimated quantities shown in the proposal, multiplied by their bid unit prices.

Time Bid (B) = (CD x Daily Value) = the product of the number of calendar days provided by the Contractor and the Daily Value established by the Department.

For purposes of this Contract, the Daily Value is \$                     .

The lowest evaluated bid (Total Bid) will be determined by the Department as the lowest sum of (A) plus (B) according to the following formula:

Total Bid = Standard Bid (A) + Time Bid (B)

Time Bid (B) from the preceding formula will not be used to determine final payment to the Contractor. All payments will be based on actual quantities and bid unit prices. The DBE utilization goals and bonding requirements will be applied to the Standard Bid (A) only. The Contract Time item will only be shown on the lead project on Contracts with multiple projects but will cover all work for all projects within the Contract.

**AWARD AND EXECUTION OF CONTRACT – CONSIDERATION OF BIDS  
(BUDGETARY CONSTRAINTS).**

**(REV 11-3-15) (FA 11-20-15) (1-19)**

ARTICLE 3-1 is expanded by the following:

For the purpose of bidding, the Department has established a maximum budget of \$ [REDACTED]. This amount is not the Department's official cost estimate for the work but is the budgetary constraint established for this Contract. Submission of a bid under the maximum budget is not a guarantee of Contract Award and cannot be interpreted as an appropriate or awardable bid amount. For this Contract, the Department will reject as non-responsive any bid in which the Bidder submits a bid in excess of the maximum budget amount shown above.

During preparation of the bid, if concerns regarding the Department's maximum budget arise, submit a letter of budget concern to [REDACTED] by [REDACTED]. The Department will review the letter of budget concern and determine its next course of action. This process is established to provide the opportunity for bid proposal holders for this Contract to express budget constraint issues prior to submission of a bid.

**AWARD AND EXECUTION OF CONTRACT – CONSIDERATION OF BIDS (LANE RENTAL).**

**(REV 11-3-15) (FA 11-20-15) (1-19)**

ARTICLE 3-1. The first and second sentences are deleted and the following substituted:

For the purpose of award, each bid submitted shall consist of two parts whereby:

Standard Bid (A) = The correct summation of the products of the estimated quantities shown in the Proposal, multiplied by their bid unit prices.

Time Bid (B) = [LRD times the Daily Lane Rental Fee] = the product of the number of Lane Rental Days (LRD) provided by the Bidder and the Daily Lane Rental Fee established by the Department.

The lowest evaluated bid (Total Bid) will be determined by the Department as the lowest sum of (A) plus (B) according to the following formula:

$$\text{Total Bid} = \text{Standard Bid (A)} + \text{Time Bid (B)}$$

The preceding formula will not be used to determine final payment to the Contractor. All payments will be based on quantities and bid unit prices.

The DBE utilization goals and bonding requirements will be applied to the Standard Bid (“A” portion) only.

**AWARD AND EXECUTION OF CONTRACT – CONSIDERATION OF BIDS (LUMP SUM).**

**(REV 8-1-00) (1-19)**

ARTICLE 3-1. The first paragraph is deleted and the following substituted:

For the purpose of award, after opening and reading the Proposals, the Department will consider the total Contract Lump Sum Price as the bid. On this basis, the Department will compare the amounts of each bid and make the results of such comparison available to the public. Until the actual award of the Contract, however, the Department reserves the right to reject any or all Proposals and to waive technical errors that the Department determines, in its sole discretion, to be in the best interest of the State. In the event of any discrepancy in the two entries of the Contract Lump Sum Price, the Department will evaluate the bid based on the lump sum price shown in words.

**AWARD AND EXECUTION OF CONTRACT (TIMEFRAME MODIFICATION).**  
**(REV 3-2-17) (FA 4-27-17) (1-19)**

ARTICLE 3-2 is expanded by the following:

It is anticipated that the Contract award will be made within [REDACTED] days after the Proposals are opened.

ARTICLE 3-6 is deleted and the following substituted:

Within [REDACTED] calendar days, excluding Saturdays, Sundays, and State holidays, after receipt of the Contract award, execute the necessary agreements to enter into a Contract with the Department and return the Contract along with a satisfactory Contract Bond and documentation evidencing all insurance required by 7-13 to the Department's Contracts Office that awarded the Contract. For each calendar day, excluding Saturdays, Sundays, and State holidays, the Contractor is late in delivering to the Department's Contracts Office all required documents in properly executed form, the Department will deduct one day from the Contract Time. The Department will not be bound by any Proposal until the Department executes the associated Contract.

The Department will execute the Contract within [REDACTED] calendar days, excluding Saturdays, Sundays, and State holidays, after receipt of the signed Contract, necessary agreements, Contract Bond, and all other required documents from the Contractor.

ARTICLE 3-7 is deleted and the following substituted:

As an exception to the provisions of this Article, for this Contract, in the event that the Contractor fails to execute the awarded Contract and to submit an acceptable Contract Bond, as prescribed in 3-5 and 3-6, within [REDACTED] calendar days, excluding Saturdays, Sundays, and State Holidays of receipt of the Contract award, the Department may annul the award, causing the Contractor to forfeit the Proposal Guaranty to the Department as liquidation of damages sustained. The Department may then award the Contract to the next lowest responsible Bidder, re-advertise, or accomplish the Work using alternate resources.



**AWARD AND EXECUTION OF CONTRACT (BUSINESS DEVELOPMENT INITIATIVE).**

**(REV 5-13-15) (FA 7-13-15) (1-19)**

SUBARTICLE 3-2.1 is deleted and the following substituted:

**3-2.1 General:** At the time of bid submission, submit, on a form furnished by the Department, documentation demonstrating that the Bidder has competently performed, as a prime Contractor or subcontractor, on three projects involving work similar to the subject project during a 24 month period prior to the date of letting of the subject project. All Bidders satisfying this criteria will be deemed a responsible Bidder for the purposes of the subject letting.

The documentation provided regarding each of the prior projects shall include, but is not limited to the following:

1. the name and contact information for the owner or prime Contractor,
2. the date, duration and location of the work, and
3. the scope, type and cost of the work performed by the Bidder.

If the Department decides to award the Contract, the Department will award the Contract to the lowest responsible Bidder whose Proposal complies with all the Contract Document requirements. If awarded, the Department will award the Contract within 50 days after the opening of the Proposals, unless the Special Provisions change this time limit or the Bidder and the Department extend the time period by mutual consent.

Prior to award of the Contract by the Department, a Contractor must provide proof of authorization to do business in the State of Florida.

SUBARTICLE 3-2.2 is deleted.

ARTICLE 3-6 is deleted and the following substituted:

**3-6 Execution of Contract.**

Within 10 calendar days, excluding Saturdays, Sundays and state holidays, after receipt of the Contract award, execute the necessary agreements to enter into a Contract with the Department and return the Contract along with a satisfactory Contract Bond, if required, and documentation evidencing all insurance required by 7-13 to the Department's Contracts Office that awarded the Contract. For each calendar day, excluding Saturdays, Sundays, and State holidays, the Contractor is late in delivering to the Department's Contracts Office all required documents in properly executed form, the Department will deduct one day from the Contract Time. The Department will not be bound by any Proposal until it executes the associated Contract.

The Department will execute the Contract within 5 calendar days, excluding Saturdays, Sundays and State holidays, after receipt of the signed Contract, necessary agreements, Contract Bond, and all other required documents from the Contractor.

ARTICLE 3-7 is deleted and the following substituted:

**3-7 Failure by Contractor to Execute Contract and Furnish Bond.**

In the event that the Contractor fails to execute the awarded Contract and to submit any required Contract Bond, within 10 calendar days, excluding Saturdays, Sundays and State holidays, of receipt of the Contract award, the Department may annul the award, causing the Contractor to forfeit the Proposal Guaranty to the Department as liquidation of damages sustained. The Department may then award the Contract to the next lowest responsible Bidder, re-advertise, or accomplish the work using alternate resources.

**AWARD AND EXECUTION OF CONTRACT - AWARD OF CONTRACT (A+B BIDDING).**

**(REV 8-22-96) (FA 9-3-96) (1-19)**

ARTICLE 3-2 is expanded by the following new Subarticle:

**3-2.3 A+ B Bidding:** For This Contract, the Department will reject any bid in which the Bidder submits proposed Contract time in excess of            calendar days.

**AWARD AND EXECUTION OF CONTRACTS – PUBLIC RECORDS.  
(REV 10-17-16) (FA 10-24-16) (1-19)**

ARTICLE 3-9 is expanded by the following:

**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 1  
863-519-2623  
[D1prcustodian@dot.state.fl.us](mailto:D1prcustodian@dot.state.fl.us)  
Florida Department of Transportation  
District 1 – Office of General Counsel  
801 N. Broadway  
Bartow, FL 33830**

**District 2  
386-758-3727  
[D2prcustodian@dot.state.fl.us](mailto:D2prcustodian@dot.state.fl.us)  
Florida Department of Transportation  
District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025**

**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**

**District 4  
954-777-4529  
[D4prcustodian@dot.state.fl.us](mailto:D4prcustodian@dot.state.fl.us)  
Florida Department of Transportation  
District 4 – Office of General Counsel**

**3400 West Commercial Blvd.  
Fort Lauderdale, FL 33309**

**District 5  
386-943-5000**

**[D5prcustodian@dot.state.fl.us](mailto:D5prcustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 5 – Office of General Counsel  
719 South Woodland Boulevard  
Deland, FL 32720**

**District 6  
305-470-5435**

**[D6prcustodian@dot.state.fl.us](mailto:D6prcustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 6 – Office of General Counsel  
1000 NW 111 Avenue  
Miami, FL 33172-5800**

**District 7  
813-975-6044**

**[D7prcustodian@dot.state.fl.us](mailto:D7prcustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 7 - Office of General Counsel  
11201 N. McKinley Drive, MS 7-120  
Tampa, FL 33612**

**Florida's Turnpike Enterprise  
407-264-3171**

**[TPprcustodian@dot.state.fl.us](mailto:TPprcustodian@dot.state.fl.us)**

**Turnpike Enterprise Chief Counsel  
Florida Turnpike – Office of General Counsel  
Turnpike Mile Post 263, Bldg. 5315  
Ocoee, FL 34761**

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

**(REV 8-19-09) (FA 8-24-09) (1-19)**

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of Place description here.

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

**SPECIAL PROVISIONS**

## **SCOPE OF THE WORK (LUMP SUM).**

**(REV 6-3-16) (FA 6-9-16) (1-19)**

ARTICLE 4-1 is expanded by:

### **4-1 Intent and Scope.**

The Improvements under this Contract consist of **Place description here.**

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. **Place Item Number Here** 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.

SUBARTICLE 4-3.1 is deleted and the following substituted:

**4-3.1 General:** The Engineer reserves the right to make, at any time prior to or during the progress of the work, alterations or changes, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such alterations or changes shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered or changed, the same as if it had been a part of the original Contract.

The term “significant change” applies only when the Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction. The allowance due to the Contractor will be in accordance with 4-3.2, below.

In the instance of an alleged “significant change”, the determination by the Engineer shall be conclusive and shall not be subject to challenge by the Contractor in any forum, except upon the Contractor establishing by clear and convincing proof that the determination by the Engineer was without any reasonable and good-faith basis.

SUBARTICLE 4-3.4 is deleted and the following substituted:

**4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment:** A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for Unforeseen Work, grade changes, or alterations in Plans which could not reasonably have been contemplated or foreseen in the Original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make

the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

SUBARTICLE 4-3.9.4 is deleted and the following substituted:

**4-3.9.4 Processing Procedures:** Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such Proposal.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified. The Department will compute the net savings by subtracting the revised total cost affected by the Proposal from the total cost as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.



**CONTROL OF THE WORK (LUMP SUM).**  
**(REV 3-15-02) (1-19)**

SUBARTICLE 5-1.1 is expanded by the following:

All reference to separate payment for individual items of work will not apply. The cost for various items of work will be included and paid for under the Contract Lump Sum Price.

ARTICLE 5-2. The first paragraph is deleted and the following substituted:

These Specifications, the Plans, Special Provisions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. In addition to the work and materials specifically called for in the Contract Documents and any additional incidental work, not specifically mentioned, when so shown in the Plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work will be included in the Contract Lump Sum Price.

SUBARTICLE 5-7.6 is deleted.

**CONTROL OF THE WORK – GENERAL INSPECTION REQUIREMENTS –  
COOPERATION BY THE CONTRACTOR.**

**(REV 2-10-94) (1-19)**

SUBARTICLE 5-9.1 is expanded by the following:

Provide and maintain throughout the life of the Contract, two utility boats meeting or exceeding the following minimum requirements:

Utility Boat	
(A) Size	
(a) Length	19 feet
(b) Width (Beam)	7 feet
(c) Load Capacity	2,400 pounds
(d) Cabin	
(1) Length	None
(2) Width	None
(3) Height	None
(B) Construction	
(a) Bottom Plating	3/16 inch
(b) Side and Cabin Plating	1/8 inch
(c) Deck and Cockpit Tread Plating	1/8 inch
(d) Plating Material	Marine Aluminum
(e) Seams and Joints	Welded
(C) Drive Power	
(a) Outboard	two each, 75 HP, total 150 HP
(b) Inboard-Outboard	None
(c) Fuel Tank	Required
(D) Equipment	
(a) Mechanical Steering Control Speed Control and Light Control - Systems-Located Forward	Required
(b) Electric Start Mechanism Located Forward	Required
(c) Anchor and 300 foot Rope	20 pound
(d) Navigation Lights	Required
(e) Width of Shear Line Rubber Bumper	3 inches
(f) Heavy Duty Seating Accommodations	two each

Furnish fuel and docking facilities for these boats. The docking facilities' location and adequacy are subject to the approval of the Engineer.

The Engineer and their staff will be permitted to travel on any or all floating equipment and boats used in the work performed.

Include the costs of furnishing and maintaining the boats, including fuel and docking facilities, in the Contract unit prices for other items of the Contract.

**CONTROL OF MATERIALS – ACCEPTANCE CRITERIA (LUMP SUM).**  
**(REV 8-17-09) (FA 8-24-09) (1-19)**

ARTICLE 6-1 is expanded by the following new Subarticles:

**6-1.3.3 Lump Sum Project General Requirements:** Material is accepted by material sampling and testing requirements for the following work activities: earthwork and related operations, base courses, hot bituminous mixtures, portland cement concrete, and reinforcing steel as stated in 105-2. Fabricated metal acceptance will be in accordance with 105-1.2.3. All other material acceptance will be in accordance with 6-1.

**6-1.3.4 Certification on Approved Product List (APL) Products:** Submit to the Engineer a notarized manufacturer's certification on each APL product that will be incorporated in the project. Submit the certification prior to utilization of the material on the project. Each certification will have the manufacturer letterhead, product name, batch number, FPID, Contract Number, category, county, title of certification person and test results in each product listed in the Department Specification. This letter will also provide the following statement: "This product meets the material specifications as provided in the Contract Documents." Ensure that the date of the manufacturer's certification is current to the shelf life of the product. This letter will be delivered to the jobsite prior to placement or utilization. Retain test results for a minimum of three years.

**6-1.3.5 Certification on all Other Materials Not Specified:** Submit to the Engineer a notarized manufacturer's certification on each product that will be incorporated in the project. Submit the certification prior to utilization on the project. Each certification will have the manufacturer letterhead, identification and type of material, FPID, Contract Number, county, test results of the material and notarized signature from the manufacturer. This letter will also provide the following statement: "This product meets the material specifications as provided in the Contract Documents." Ensure that the date of the manufacturer's certification is current to the shelf life of the product. Retain test results for a minimum of three years.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED – GENERAL (COMPLIANCE WITH FHWA 1273).**

**(REV 1-2-14) (FA 1-16-14) (1-19)**

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.fdot.gov/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.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (BEAR).**

**(REV 6-6-17) (FA 6-13-17) (1-19)**

SUBARTICLE 7-1.4 is expanded by the following:

The Department has determined that Florida black bears (*Ursus americanus floridanus*) occur in the project area. Unless stored overnight in a sealed, manufacturer-labeled bear-resistant container or in a locked metal container, remove garbage and food debris from the construction site daily to eliminate possible sources of food that could encourage and attract bears. Human bear conflicts are to be reported to the FWC Hotline at 1-888-404-3922.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (EAGLE).**

**(REV 6-16-17) (FA 6-28-17) (1-19)**

SUBARTICLE 7-1.4 is being expanded by the following new Sub article:

**7-1.4.1 Additional Requirements for Bald Eagles (*Haliaeetus leucocephalus*):**

The following active bald eagle nests are located within 660 feet of the project as shown in the Plans:

Nest # (note which buffer zone nest falls within)

Nest # (note which buffer zone nest falls within)

No construction activities can occur, including staging of equipment, within 330 feet of any active bald eagle nest during nesting season (October 1 – May 15, or until all nestlings fledge).

Conduct construction activities occurring between 330 feet and 660 feet from an active bald eagle nest during nesting season as directed by the Engineer, who will act in coordination with the nest monitor provided by the Department. Stop work when directed by the Engineer and do not resume work within the monitoring area until approval is received from the Engineer.

Construction activities more than 660 feet from a nest may be conducted, at any time of year, with no coordination required with the USFWS or FWC.

When new or alternate nests are observed, follow the bald eagle species guidelines posted in the URL address in 7-1.4.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (GOPHER TORTOISE).**

**(REV 6-15-17) (FA 6-20-17) (1-19)**

SUBARTICLE 7-1.4 is expanded by the following new Subarticle:

**7-1.4.1 Additional Requirements for Gopher Tortoises (*Gopherus***

**Polyphemus):** Certain gopher tortoise burrows are to remain within the project area, as shown in the Plans, and must be protected. Avoid ground disturbing impacts within a 25 foot radius of each burrow. Install and maintain silt fence in accordance with Section 104 as a means of burrow avoidance, ensuring that it opens towards the offsite project limits, does not herd tortoises toward an obstacle, and that burrows are not fully encircled. Install fence prior to any other construction activity. Replace fence in the same location as the original fence. Remove fence upon completion of construction.

Silt fence intended for burrow avoidance may also be used as silt fence for erosion control but shall not be considered as the only silt fence needed for erosion control purposes within the project limits.

Follow the gopher tortoise species requirements posted in the URL address in 7-1.4 when gopher tortoises are observed or previously unidentified burrows are discovered.



**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (MANATEE).**

**(REV 6-15-17) (FA 6-20-17) (1-19)**

SUBARTICLE 7-1.4 is expanded by the following new Subarticle:

**7-1.4.1 Additional Requirements for Manatees (*Trichechus manatus*):** The Department has determined that the project occurs within the known habitat of manatees.

The Department will provide instruction at a preconstruction meeting regarding:

1. The presence of the species and manatee speed zones.
2. The appearance, habits and biology of the species.
3. Their protected status.
4. The need to avoid collisions with and injury to the species.
5. The need to avoid any actions that would jeopardize the existence of these species.
6. The civil and criminal penalties for harming, harassing, or killing these species.

Advise all work crews of this information.

Operate all vessels at “Idle Speed/No Wake” at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. Follow routes of deep water whenever possible.

Do not dredge river bottom for barge access.

Lower all equipment or material to the mudline in a controlled descent. Do not allow freefall of any equipment or material below the water surface.

Advise all on-site project personnel they are responsible for observing water-related activities for the presence of manatees. Follow the requirements posted in the URL address in Spec 7-1.4 when manatees are observed.

Except for projects in Bay, Escambia, Franklin, Gilchrist, Gulf, Jefferson, Lafayette, Okaloosa, Santa Rosa, Suwannee and Walton:

1. Sediment or turbidity barriers shall be made of material which manatees cannot become entangled, shall be secured, and shall be monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

2. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the Contractor upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads “Caution: Boaters”, must be posted in a location conspicuous to boating traffic. A second sign measuring at least 8-1/2 inches by 11 inches, explaining the requirements for “Idle Speed/No Wake” and the shutdown of in-water operations, must be posted in at least one location prominently visible to all onsite project personnel engaged in water-related activities. These signs can be viewed at:

<https://myfwc.com/wildlifehabitats/wildlife/manatee/education-for-marinas/>

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (SAWFISH).**

**(REV 5-25-17) (FA 6-13-17) (1-19)**

SUBARTICLE 7-1.4 is expanded by the following new Subarticle:

**7-1.4.1 Additional Requirements for Smalltooth Sawfish (*Pristis pectinata*):**

The Department has determined that the project occurs within the known habitat of smalltooth sawfish.

The Department will provide instruction at a preconstruction meeting regarding:

1. The presence of species and limits of critical habitat.
2. The appearance, habits and biology of the species.
3. Their protected status.
4. The need to avoid collisions with these species.
5. The need to avoid any actions that would jeopardize the

existence of these species.

6. The civil and criminal penalties for harming, harassing, or killing these species.

Advise all work crews of this information.

Provide sediment and turbidity barriers constructed of material in which a smalltooth sawfish cannot become entangled. Secure and monitor the sediment and turbidity barriers to avoid protected species entrapment. Sediment and turbidity barriers may not block smalltooth sawfish entry to or exit from designated critical habitat without prior approval of the Engineer and concurrence from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

Operate all vessels at "Idle Speed/No Wake" at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. Follow marked channels or routes of deep water whenever possible.

All on-site project personnel are responsible for observing water-related activities for the presence of smalltooth sawfish. When smalltooth sawfish are observed, follow the smalltooth sawfish guidelines posted in the URL address in 7-1.4.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (SEA TURTLE).**

**(REV 5-25-17) (FA 6-28-17) (1-19)**

SUBARTICLE 7-1.4 is expanded by the following new Subarticle:

**7-1.4.1 Additional Requirements for Sea Turtles (*Caretta caretta*, *Chelonia mydas*, *Dermochelys coriacea*, *Lepidochelys kempi*, *Eretmochelys imbricate*):**

The Department has determined that the project occurs within the known habitat of sea turtles.

The Department will provide instruction at a pre-construction meeting regarding:

1. The presence of species and limits of critical habitat.
2. The appearance, habits and biology of the species.
3. Their protected status.
4. The need to avoid collisions with these species.
5. The need to avoid any actions that would jeopardize the existence of these species.
6. The civil and criminal penalties for harming, harassing, or killing these species.

Advise all work crews of this information.

Provide sediment and turbidity barriers constructed of material in which a sea turtle cannot become entangled. Secure and monitor the sediment and turbidity barriers to avoid protected species entrapment. Sediment and turbidity barriers may not block sea turtle entry to or exit from designated critical habitat without prior approval of the Engineer and concurrence from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

Operate all vessels at "Idle Speed/No Wake" at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. Follow marked channels or routes of deep water whenever possible.

All on-site project personnel are responsible for observing water-related activities for the presence of sea turtles. When sea turtles are observed, follow the sea turtle species guidelines posted in the URL address in 7-1.4.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (INDIGO SNAKE).**

**(REV 5-25-17) (FA 6-13-17) (1-19)**

SUBARTICLE 7-1.4 is expanded by the following:

**7-1.4.1 Additional Requirements for Eastern Indigo Snake (*Drymarchon corais couperi*):** The Department has determined that eastern indigo snake habitat exists in the project limits. Implement the Standard Protection Measures for the Eastern Indigo Snake published by the US Fish and Wildlife Service which are available at:  
[http://www.fws.gov/northflorida/IndigoSnakes/20130812\\_Eastern\\_indigo\\_snake\\_Standard\\_Protection\\_Measures.htm](http://www.fws.gov/northflorida/IndigoSnakes/20130812_Eastern_indigo_snake_Standard_Protection_Measures.htm).

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (STURGEON).**

**(REV 5-25-17) (FA 6-28-17) (1-19)**

SUBARTICLE 7-1.4 is expanded by the following new Subarticle:

**7-1.4.1 Requirements for Atlantic Sturgeon, Gulf subspecies (*Acipenser oxyrinchus desotoi*):** The Department has determined that the project occurs within the habitat of gulf sturgeon.

The Department will provide instruction at a preconstruction meeting regarding:

1. The presence of the species.
2. The appearance, habits, biology, migratory patterns and preservation of the species.
3. Their protected status.
4. The need to avoid collisions with these species.
5. The need to avoid any actions that would jeopardize the existence of these species.
6. The civil and criminal penalties for harming, harassing, or killing these species.
7. The times of year when the spotter will be required.

Provide a spotter at appropriate times of the year during in-water construction activities to maintain constant surveillance for the species; assure adherence to the requirements posted in the URL address in Spec 7-1.4; and assure that uninhibited passage for these fish is provided.

Post signs on site warning of the presence of sturgeon and their federal protection.

Use floating turbidity barriers of appropriate dimension to restrict sturgeon access to or entrapment in the work area. Properly secure, regularly monitor and maintain all deployed sediment and turbidity barriers to prevent entanglement and entrapment. Immediately free sturgeon trapped in sediment or turbidity barriers.

Do not dredge the river bottom for barge access.

Lower all equipment or material to the mudline in a controlled descent. Do not allow freefall of any equipment or material below the water surface.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – PERMITS  
AND LICENSES (PERMITS PROCURED BY THE DEPARTMENT).**

**(REV 11-10-16) (FA 1-26-17) (1-19)**

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:

<https://ftp.fdot.gov/public/folder/HkSWIK59G0qRNsAJUh3xXg/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.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WORK OR STRUCTURES IN NAVIGABLE WATERS OF THE U.S., WATERS OF THE U.S. AND WATERS OF THE STATE (DISCHARGE TO).**

**(REV 6-9-15) (FA 7-22-15) (1-19)**

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.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
PRESERVATION OF EXISTING PROPERTY (TOLL FACILITIES).  
(REV 7-22-14) (FA 10-15-14) (1-19)**

SUBARTICLE 7-11.1 is expanded by the following:

Due to the unique technological nature and complexity of the Department's toll collection system at the Department's owned or operated toll facilities, the Department will utilize one of its toll collection system vendors to perform removals, repairs, replacements and installations of toll collection components damaged by the Contractor. The currently contracted rates of the Department's contract with its tolling vendors will apply towards any removals, repairs, replacements and installations performed by one of the Department's toll collection system vendors. The Department will deduct the cost of the removals, repairs, replacements and installations from any monies due or which may become due to the Contractor under the Contract. Toll collection system components include, but are not limited to the following: automatic vehicle identification system antennae and readers; toll revenue collection and violation enforcement system cameras and illuminators; vehicle detection and classification system devices; vehicle classification and detection roadway loops; roadway treadles; light curtains; patron fare displays; closed circuit television cameras; electronics inside toll buildings or toll booths; automatic coin machines ; automatic ticket issuing machines ; toll lane traffic signals and illuminators; and all directly associated supporting infrastructure including, but not limited to, cabling, connectors, and specialty bracketing, mounts, poles.

SUBARTICLE 7-11.2 is expanded by the following:

When the actions of the Contractor result in the loss of toll revenue, the Contractor shall be responsible for the revenue loss based on the total number of hours during the days in which toll revenues remain uncollected. The amount of uncollected toll revenue will be calculated by adding the hourly toll revenue for a representative weekday or weekend day over all the days in which tolls are not collected. Days showing unusually high or low traffic patterns will be replaced with revenue corresponding to normal traffic days within the last month. Hourly revenues for a representative weekday are calculated by averaging the revenues in the same hour during the previous 10 consecutive weekdays prior to the damage. Hourly revenues for a representative weekend day are calculated by averaging the revenues in the same hour during the previous 4 consecutive weekend days prior to the damage. For partial days of interrupted service, uncollected toll revenues will be limited to those hours in the representative weekday or weekend day that correspond to the specific hours when the Department's toll infrastructure is not fully operational due to damages sustained. For the purpose of this estimate, partial hours will be rounded to the nearest full hour.



**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
PRESERVATION OF EXISTING PROPERTY - OPERATIONS WITHIN THE  
RAILROAD RIGHT-OF-WAY.**

**(REV 3-11-16) (FA 8-2-16) (1-19)**

SUBARTICLE 7-11.4 is deleted and the following substituted:

**7-11.4 Operations Within Railroad Right-of-Way:**

**7-11.4.1 Notification to the Railroad Company:**

**7-11.4.1.1 CSX Transportation (CSXT), Norfolk Southern (NS), and Department-Owned Rail Corridors:** Submit written notification to the Engineer at least 72 hours before beginning any operation within the limits of the railroad right-of-way; any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing; and any other work that may affect railroad operations or property.

**7-11.4.1.2 Florida East Coast Railway (FEC):** Submit written notification to the Chief FEC Engineer or authorized Railway Representative at least 72 hours before beginning any operation within the limits of the railroad right-of-way; any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing; and any other work that may affect railroad operations or property.

Contact the FEC Signal Office at 904-279-3182 at least 30 days prior to any traffic signal work within 500 feet of a signalized, at-grade, rail-highway crossing.

**7-11.4.2 Contractor's Responsibilities:** Comply with requirements deemed necessary by the railroad company's authorized representative to safeguard the railroad's property and operations. Do not perform temporary lane closures, lane shifts or detour routes within the railroad company right-of-way without railroad approval.

The Contractor is responsible for all damages, delays, or injuries and all suits, actions, or claims brought on account of damages or injuries resulting from the Contractor's operations within or adjacent to railroad company right-of-way.

**7-11.4.2.1 CSXT:** Comply with the Construction Submission Criteria of the CSXT Public Project Information document and Construction Requirements sections of the CSXT Pipeline and Wireline Design and Construction Specifications prior to beginning work. These documents are available at the following URL:

<http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/CSXT.shtm>.

Perform no work within the limits of the railroad right-of-way on CSXT holidays. CSXT holidays are New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, Christmas Eve, Christmas Day, and New Year's Eve. Holidays falling on Saturday are observed on Friday and those falling on Sunday are observed on Monday.

**7-11.4.2.2 NS:** Comply with the NS Special Provisions for Protection of Railway Interests (Appendix E) and the Construction Requirements (Appendix 4.3) of the NS Public Projects Manual document prior to beginning and during all work. These documents are available at the following URL: [http://www.nscorp.com/content/dam/nscorp/ship/shipping-tools/Public\\_Projects\\_Manual.pdf](http://www.nscorp.com/content/dam/nscorp/ship/shipping-tools/Public_Projects_Manual.pdf).

**7-11.4.2.3 FEC:** Complete the On-Track Contractor Roadway Worker Training Course for FEC Railway. Contact FEC Railway at 1-800-342-1131 for training information.

Costs incurred by the railroad for Contractor caused delays that adversely impact railway operations will be forwarded to the Contractor for payment. If the Contractor fails to pay said costs, the Department will deduct the amount from payments to be made to the Contractor.

**7-11.4.3 Watchman or Flagging Services:**

**7-11.4.3.1 CSXT, NS, and FEC:**

**7-11.4.3.1.1 General:** The railroad company will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project. The Department will reimburse the railroad company for the cost thereof. Schedule work that affects railroad operations so as to minimize the need for protective services by the railroad company.

**7-11.4.3.1.2 CSXT:** Submit schedules and schedule changes to the Engineer so the Department can coordinate the scheduling of flagging resources. Projects with less than 20 consecutive days of flagging services require a CSXT short-term flagger and 45 days written advance notice. Submit the 45 days written advance notice to the Engineer. Projects with 20 or more consecutive days of flagging services require a CSXT long term flagger. The Department will submit the 6 months written advance notice to CSXT.

**7-11.4.3.1.3 NS:** Submit schedules and schedule changes to the Engineer so the Department can coordinate the scheduling of flagging resources. Projects with less than 20 consecutive days of flagging services require a NS short-term flagger and 45 days written advance notice. Submit the 45 days written advance notice to the Engineer. Projects with 20 or more consecutive days of flagging services require a NS long term flagger. The Department will submit the 6 months written advance notice to NS.

**7-11.4.3.1.4 FEC:** Contact FEC Railway at 1-800-342-1131, ext. 2377, to request signal locates and railroad watchmen or flagging services at least 72 hours prior to railroad right-of-way encroachments. When requesting railroad watchman or flagging services, identify the work as a Florida Department of Transportation project.

**7-11.4.3.2 Department-Owned Rail Corridors:** The Department will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project.

For projects involving the South Florida Rail Corridor (SFRC), contact the South Florida Regional Transportation Authority (SFRTA) at 954-788-1788 at least 30 days prior to rail corridor right-of-way encroachments to coordinate the scheduling of flagging resources.

For projects involving the Central Florida Rail Corridor (CFRC), submit written advance notice to the Engineer at least 30 days prior to rail corridor right-of-way encroachments so the Department can coordinate the scheduling of flagging resources.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
PRESERVATION OF EXISTING PROPERTY - UTILITIES– FLORIDA GAS  
TRANSMISSION COMPANY, LLC (FGT) FACILITIES.  
(REV 4-6-16) (FA 4-20-16) (1-19)**

SUBARTICLE 7-11.5 is expanded by the following Subarticle:

**7-11.5.5 Florida Gas Transmission Company, LLC (FGT) Facilities:**

**7-11.5.5.1 General:** Waive any and all claims for relief, whether in contract, tort or otherwise, against FGT arising out of the Buy America requirements set forth in 23 U.S.C. 313, as amended, and 23 CFR 635.410, as amended. Include this provision in all subcontracts, and require all subcontractors to include it in their subcontracts with others.

Unless FGT facilities are located at a depth greater than eight feet, do not rely on as-built data or drill coordinates provided by FGT. Use soft dig field locates for FGT facilities.

Obtain approval from the Engineer prior to the use of any area located over any of FGT's pipelines for temporary construction space.

**7-11.5.5.2 FGT Encroachment Agreements:** When there is a FDOT/FGT Encroachment Agreement and the work includes performing installation, construction, excavation, repair, or demolition in the Encroachment Area, meet the requirements of this Subarticle and 7-11.5.5.1. FDOT/FGT Encroachment Agreements are available at the following URL:

<http://www.fdot.gov/programmanagement/utilities/FGT-Encroach-Agreements.shtm>.

Notify FGT and the Engineer at least 48 hours before entering the limits of the Encroachment Area. Send notification to FGT by overnight next day courier service, certified mail, return receipt requested or email transmission. Do not enter into the Encroachment Area until the FGT representative is present.

Comply with the requirements of the FGT representative to safeguard FGT's property and operations. Specifically, comply with the Engineering and Construction Specifications in Attachment C of the FDOT/FGT Encroachment Agreement for the project.

Invite the FGT representative to safety meetings.

Provide FGT access to the Encroachment Area and FGT pipeline facilities at all times.

Perform no work within the Encroachment Area on Saturday, Sunday or holidays, unless otherwise authorized by the Engineer.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
PRESERVATION OF EXISTING PROPERTY – UTILITIES - UTILITY  
ADJUSTMENTS (NO UTILITY WORK SCHEDULE).**

**(REV 2-10-94) (1-19)**

SUBARTICLE 7-11.5.3 is expanded by the following:

For this project, no utility work involving facilities owned by other agencies is anticipated.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
PRESERVATION OF EXISTING PROPERTY - UTILITIES – UTILITY  
ADJUSTMENTS (UTILITY WORK SCHEDULES).**

**(REV 11-10-16) (FA 1-26-17) (1-19)**

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:

<https://ftp.fdot.gov/public/folder/HkSWlK59G0qRNsAJUh3xXg/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.

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 (FLORIDA GAS TRANSMISSION (FGT) COMPANY, LLC FACILITIES).**

**(REV 7-28-15) (FA 7-31-15) (1-19)**

SUBARTICLE 7-12.1 is deleted and the following substituted:

**7-12.1 Contractor to Provide Indemnification:** The Contractor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

The Contractor shall indemnify and hold harmless Florida Gas Transmission Company, LLC (FGT) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or caused by the violation of enforceable environmental statutes, ordinances, rules, orders, or regulations of any governmental entity or agency having jurisdiction resulting from the storage or generation of any hazardous or toxic wastes or substances. Include this provision in all subcontracts, and require all subcontractors to include it in their subcontracts with others.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

SUBARTICLE 7-13.2 is deleted and the following substituted:

**7-13.2 Commercial General Liability Insurance:** Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for any one person, not less than \$5,000,000 for each occurrence, and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the Contract. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention.

Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

SUBARTICLE 7-13.4 is deleted and the following substituted:

**7-13.4 Insurance for Protection of Utility Owners:** When the Contract involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to subsection 7-13.2.

Prior to entering FGT property to conduct operations, provide FGT with a certificate of insurance evidencing the insurance coverage required by 7-13.2.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – INSURANCE – COMMERCIAL GENERAL LIABILITY INSURANCE (BUSINESS DEVELOPMENT INITIATIVE).**

**(REV 4-10-15) (FA 7-13-15) (1-19)**

SUBARTICLE 7-13.2 is deleted and the following substituted:

**7-13.2 Commercial General Liability Insurance:** Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$100,000 for each occurrence and not less than a \$300,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.



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

**(REV 9-1-17) (FA 10-31-17) (1-19)**

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

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.

## **LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

**(REV 4-25-02) (FA 7-17-02) (1-19)**

SECTION 7 is expanded by the following:

### **7-27 Equal Employment Opportunity Requirements.**

**7-27.1 Equal Employment Opportunity Policy:** Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.”

**7-27.2 Equal Employment Opportunity Officer:** Designate and make known to the Department’s contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

**7-27.3 Dissemination of Policy:** All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor’s equal employment opportunity policy and contractual responsibilities.

**7-27.4 Recruitment:** When advertising for employees, include in all advertisements for employees the notation “An Equal Opportunity Employer”.

**7-27.5 Personnel Actions:** Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
2. Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.
3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

4. Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

**7-27.6 Subcontracting:** Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

**7-27.7 Records and Reports:** Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

1. The number of minority and nonminority group members employed in each work classification on the project.

2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and nonminority group employees currently engaged in each work classification required by the Contract work.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
PREFERENCE TO STATE RESIDENTS.**

**(REV 1-13-12) (1-19)**

SECTION 7 is expanded by the following new Article:

**7-28 Preference to State Residents.**

Florida Statutes 255.099 (Chapter 2010-147, Section 50, Laws of Florida), providing for preference to residents of the State of Florida, is hereby made a part of this Contract:

Each contract that is funded by state funds must contain a provision requiring the Contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents.

As used in this Section, the term “substantially equal qualifications” means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.  
(REV 6-13-11) (FA 6-16-11) (1-19)**

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 3-22-18) (1-19)**

SECTION 7 is expanded by the following new Article:

**7-30 Scrutinized Companies.**

For Contracts of any amount, 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 that Boycott Israel List, or is engaged in a boycott of Israel, 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.

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, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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 5-27-16) (FA 6-2-16) (1-19)**

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 this Appendix 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 AND PROGRESS - SUBLETTING OR ASSIGNING OF CONTRACTS  
(BUSINESS DEVELOPMENT INITIATIVE).**

**(REV 4-21-15) (FA 7-13-15) (1-19)**

ARTICLE 8-1 is expanded by the following:

For Contracts reserved for small businesses in accordance with the Department's Business Development Initiative Plan, the sublet work must be contracted to a small business or businesses as defined by the Department. The subcontractor must also submit a notarized Small Business Affidavit Form provided by the Department prior to the start of work.

## **PROSECUTION AND PROGRESS - PROSECUTION OF WORK (SUBMISSION OF WORKING SCHEDULE).**

**(REV 11-13-14) (FA 1-22-15) (1-19)**

SUBARTICLE 8-3.2 is deleted and the following substituted:

**8-3.2 General:** For this Contract submit the following schedules and reports.

**8-3.2.1 Contract Schedule:** Submit to the Engineer for acceptance a Critical Path Method (CPM) Contract Schedule for the project within 30 calendar days after execution of the Contract or at the preconstruction conference, whichever is earlier.

The Contract Schedule shall include detailed schedule diagrams and schedule data as described below for the entire Contract Period. The Contract Schedule shall be consistent with the Contract Maintenance of Traffic plan, showing activities for each discrete Contract activity to be accomplished within each Maintenance of Traffic phase. Include activities for deliverables and reviews in the schedule. Sufficient liaison shall be conducted and information provided to indicate coordination with utility owners having facilities within the project limits. The schedule must reflect the utility adjustment schedules included in the Contract Documents, unless changed by mutual agreement of the utility company, the Contractor and the Department.

Failure to include any element of work or any activity relating to utility work will not relieve the Contractor from completing all work within the Contract Time at no additional time or cost to the Department, notwithstanding the acceptance of the schedule by the Department.

The Contract Schedule may indicate a completion date in advance of the expiration of Contract Time. However, the Department will not be liable in any way for the Contractor's failure to complete the project prior to expiration of Contract Time. Any additional costs, including extended overhead incurred between the Contractor's scheduled completion date and the expiration of Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Department.

The Engineer will withhold monthly payments due for failure of the Contractor to submit an acceptable schedule or monthly updates within the time frame described herein.

**8-3.2.2 Schedule Submissions:** Develop the schedule in Precedence Diagram Method (PDM) format. All schedule submittals, shall have a copy of the schedule files on a Windows compatible CD or DVD attached. The files shall be in a Primavera format. Make sure to use "Back up" menu selection and ensure that the option "Remove access list during backup" is checked.

Each schedule submission and monthly update shall include a minimum of the following four items:

1. A Critical Path Method (CPM) Network Diagram in time-scale logic diagram, by week starting on Monday, grouped (banded) by phase and location and sorted by early start days. Prominently identify the critical path activities, defined as the longest continuous path of work activities. Submit the Network Diagram, printed in color on D size, 22 inches by 34 inches or E size, 34 inches by 44 inches paper. The network diagram shall contain, as a minimum, the following information for each schedule activity: identification,

activity description, total duration, remaining duration, early start date, late finish date, and total float.

2. A report with the following schedule activity information for each construction activity: identification, description, original duration, remaining duration, early start, early finish, total float, percent complete, and budgeted cost. The bar chart diagram shall not be included in this report. It will be submitted on 8.5 inches by 11 inches paper.

3. A schedule narrative report describing current project schedule status and identifying potential delays. This report will include a description of the progress made since the previous schedule submission and objectives for the upcoming 30 calendar days. It will be submitted on 8.5 inches by 11 inches paper. This report shall at a minimum include the following information:

a. This report shall indicate if the project is on schedule, ahead of schedule or behind schedule. If the project is ahead of schedule or behind schedule, the report shall include the specific number of calendar days. If the project is behind schedule, the report shall include a detailed recovery plan that will put the project back on schedule or include a properly supported request for Time Extension.

b. The report will describe the current critical path of the project and indicate if this has changed in the last 30 calendar days. Discuss current successes or problems that have affected either the critical path's length or have caused a shift in the critical path within the last 30 calendar days. Identify specific activities, progress, or events that may reasonably be anticipated to impact the critical path within the next 30 calendar days, either to affect its length or to shift it to an alternate path.

c. List all schedule logic or duration changes that have been made to the schedule since the previous submission. For each change, describe the basis for the change and specifically identify the affected activities by identification number.

d. Identify any and all activities, either in progress or scheduled to occur within the following 30 days that require Department participation, review, approval, etc.

4. A copy of the schedule files on a Windows compatible CD or DVD in Primavera format.

The Engineer will have 30 days to accept the Contract Schedule or to schedule a meeting, if needed, within that time, with the Contractor to resolve any problems that prevent acceptance of the schedule. Attend the meeting scheduled by the Engineer, and submit a corrected schedule to the Engineer within seven days after the meeting. The process will be continued until a Contract Schedule is accepted by the Engineer.

Upon the Engineer's acceptance of the Contract Schedule, submit monthly updates of the Contract Schedule reflecting progress through the monthly estimate cut-off date within 7 calendar days after the monthly estimate cut-off date.

**8-3.2.3 Schedule Content:** All schedule submissions shall comply with the following content guidelines as appropriate to the specific submission:

Outline Schedule Diagrams and Data shall show the sequence, order, and interdependence of major construction milestones and activities. Include ordering and procurement of major materials and equipment, long-lead time items, and key milestones identified by the Contract. Identify planned work schedule(s) and include all non-workdays. Provide a description of each major construction activity or key milestone.

Detailed Schedule Diagrams shall include activity number, description, early dates, float, and all relationships ( i.e. logic ties ), resources and costs. Show the sequence, order, and interdependence of activities in which the work is to be accomplished. Include allowance for Department oversight, acceptance and return of submittals, samples and shop drawings where Department acceptance is specifically required (in accordance with 5-1.4.6 of the standard specifications). In addition to construction activities, detailed network activities shall include the submittals, procurement, and Department or Utility activities impacting progress:

1. Submittal activities shall include oversight and acceptance of submittals. If the Department's action on any submittal is "Not Accepted" or "Revise and Resubmit", a new series of submittal preparation activities shall be inserted into the schedule. Predecessor for the new submittal preparation activity will be the original acceptance activity and the successor of the new acceptance activity will be the fabrication/delivery activity for the equipment or material.

2. Procurement activities shall include all materials and equipment, receipt of materials with estimated procurement costs of major items for which payment of stockpiled materials will be requested in advance of installation, fabrication of special material and equipment, and their installation and testing.

3. Show activities of the Department or Utilities that affect progress and contract-required dates for completion of all or parts of the work.

Detailed Schedule Data: shall conform to the following:

1. All activities shall be assigned to a specific calendar within the software. Specific calendars will be defined within the software to include planned work days. These calendars will include both Contractor and Contract defined holidays and suspension days as non-workdays.

2. Each schedule activity shall be cost loaded. Activity cost loading shall be consistent with the bid breakdown. The sum total of the activity cost loading shall be equal to the current contract value, and should not include bid items.

3. At a minimum, each schedule activity shall contain codes by:

a. Responsibility: including, but not be limited to, Department, Utility, Contractor/Subcontractor, Supplier/Vendor, Consultant, etc.

b. Phasing: identify the appropriate Maintenance of Traffic phase or subphase.

4. Key milestones as identified by contract. At a minimum, the start and finish of each Maintenance of Traffic phase or subphase shall be represented by a milestone activity.

5. All non-procurement activities must be less than or equal to 20 workdays unless approved by the Engineer to be greater by the Engineer.

6. Detailed description of each activity. In each activity, give quantity and unit of measure so that the amount of work the activity involves is clearly communicated.

7. Only two open-ended activities (the first and the last) are allowed.

8. Constraints shall only be used for "Project Start," and "Project Completion." Constraints cannot override logic. The use of any other imposed constraints is not allowed without specific approval by the Engineer. Any other desired constraints must be

submitted to the Engineer with the rationale for the use of each desired additional constraint. If allowed by the Engineer, the rationale should be recorded in the activity's log field. Mandatory constraints (start and finish) violate network logic and shall not be used.

9. Out of sequence progress, if applicable, shall be handled through Retained Logic. Use of the Progress Override option is not appropriate for this project and will not be allowed.

10. Progress shall be calculated based on percent complete.

11. All changes to activities shall be recorded with a note in the activity log field. The log shall include, as a minimum, the date and reason for the change, as well as reference to a document wherein the Engineer acknowledges and accepts the change.

12. The use of resource leveling, either manual or automatic, is prohibited.

**8-3.2.4 Weekly Meetings:** Attend weekly meetings scheduled by the Engineer to discuss Contract progress, near term scheduled activities, including utility relocations, problems and their proposed solutions. Submit a Two-Week "Look Ahead" Planning Schedule at each weekly meeting, showing the items of work planned for the next two weeks. Develop the schedule in Bar Chart format, identifying current and planned activities and related Contract Schedule work activities, including subcontractor work. Designate all activities that are controlling work items as determined by the currently accepted Contract Schedule. A report shall be submitted at each weekly meeting identifying schedule activity progress including actual start or finish dates achieved for any activities.

**8-3.2.5 Float:** Float is defined as the amount of time the finish of an activity can be delayed. Two kinds of float are possible: Total float is how much an activity can be delayed without affecting the finish date of the project or an intermediate deadline (constraint); it is the difference between the late finish date and the early finish date. Free float is how much an activity can be delayed without affecting its earliest successor.

Float is not for the exclusive use or benefit of either the Department or the Contractor.

Use of float suppression techniques, such as preferential sequencing (arranging critical path through activities more susceptible to Department caused delay), special lead/lag logic restraints, zero total or free float constraints, extended activity times, or imposing constraint dates other than as required by the contract, shall be cause for rejection of the project schedule or its updates. The use of Resource Leveling (or similar software features) used for the purpose of artificially adjusting activity durations to consume float and influence the critical path is expressly prohibited.

Negative float shall not be a basis for requesting time extensions. Any extension of time shall be addressed in accordance with 8-3.2.6 Time Extensions. Scheduled completion date(s) that extend beyond the contract completion date (evidenced by negative float) may be used in computations for assessment of payment withholdings. The use of this computation is not to be construed as a means of acceleration.

**8-3.2.6 Time Extensions:** The Contractor is responsible for submitting a request for Contract Time extension in accordance with 8-7.3.2 of the standard specifications. An extension of time for performance shall be considered only to the extent that a delay to an activity or activities exceeds the total float along the project critical paths within the current approved schedule.

As a minimum, time extension requests shall contain:

1. A descriptive summary of the changes
2. An analysis of project impact
3. A fragnet that shows the impacted activities before the change
4. A fragnet that shows the impacted activities after the change

Time extensions shall not be considered for proposals that do not include full documentation for the schedule change. Once a change has been approved by the Engineer, the specific activities and the overall schedule must be updated.

**8-3.2.7 Performance of Work:** By submitting a schedule the Contractor is making a positive assertion that the project will be constructed in the order indicated on the schedule. Prosecute the work in accordance with the latest accepted Working Schedule. Any costs associated with meeting milestones and completing the project within the authorized Contract Time will be borne solely by the Contractor.

**8-3.2.8 As-Built Schedule:** As a condition for Final Acceptance of the project, submittal of an as-built schedule which describes the actual order and start and stop times for all activities by the Contractor is required.

**PROSECUTION AND PROGRESS - PROSECUTION OF WORK - BEGINNING WORK  
(FLEXIBLE START TIME).**

**(REV 3-2-17) (FA 4-27-17) (1-19)**

SUBARTICLE 8-3.3 is expanded by the following:

For this Contract, a period of      calendar days, as identified in the Advertisement, will be allowed after the Notice to Proceed is issued. This period allows time for the Contractor to adjust work forces, equipment, schedules, and the procurement of materials, to proceed in a manner to minimize disruption to the public. Charging of Contract Time will begin when this time period ends or on the actual day that work begins at the site, whichever is the earlier.



**PROSECUTION AND PROGRESS – PROSECUTION OF WORK - BEGINNING  
WORK (NOTICE TO PROCEED).**

**(REV 3-2-17) (FA 4-27-17) (1-19)**

SUBARTICLE 8-3.3. The last sentence is deleted and the following substituted:

For this Contract, the Department will issue the Notice to Proceed within  
■ calendar days, excluding Saturdays, Sundays, and State Holidays, after execution of the  
Contract.

**PROSECUTION AND PROGRESS – PROSECUTION OF WORK - BEGINNING WORK (MANDATORY START DATE).**

**(REV 3-2-17) (FA 4-27-17) (1-19)**

SUBARTICLE 8-3.3 is expanded by the following:

Begin work on this Contract on [REDACTED], as identified in the Advertisement, unless otherwise authorized in writing by the Engineer. Perform no work on this Contract prior to the date identified herein, unless otherwise authorized in writing by the Engineer.

**PROSECUTION AND PROGRESS - PROSECUTION OF WORK - PARTNERING.  
(REV 5-15-12) (FA 5-21-12) (1-19)**

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

**8-3.6 Partnering:** For this Contract, a non-bid pay item in the Lump Sum amount of \$ [REDACTED] has been established for Partnering. The objective of Partnering is to establish a partnership charter and action plan for the Contractor, the Engineer and other parties impacted by the activities covered under this Contract to identify and achieve reciprocal goals. These objectives may be met through participation in a major workshop held as early as possible after the Contract is awarded and follow-up workshops held periodically throughout the duration of the Contract.

As early as possible and prior to the preconstruction conference, meet with the Department's District Construction Engineer and plan an initial partnering/team building workshop. At this planning session, select a workshop facilitator, suitable to the District Construction Engineer, from the Department approved list of facilitators maintained by the State Construction Office. Additionally, the agenda, duration, location, time, and attendees for the initial workshop should be determined. Attendees should include the Department's District Construction Engineer and key project personnel, the Contractor's Superintendent and key personnel as well as other project or field level personnel.

Partnering workshops may be held periodically throughout the duration of the Contract if authorized by the District Construction Engineer.

The Department will reimburse the Contractor based on actual invoice amounts for the following costs associated with Partnering:

- a. Meeting room.
- b. Facilitator fees.
- c. Travel expenses of the facilitator, in accordance with Section 112.061,

Florida Statutes.

The Department will not reimburse the Contractor for any other expenses.

Payment will be the actual cost prorated as a percent of the Lump Sum amount.

Payment shall be made under:

Item No. 999- 16- Partnering - lump sum.

## **PROSECUTION AND PROGRESS - PROSECUTION OF WORK - DISPUTES REVIEW BOARD.**

**(REV 1-4-11) (FA 1-21-11) (1-19)**

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 established 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 for the Department or the Contractor to 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 dispute 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 unless otherwise stated in the Contract.

The Board will fairly and impartially 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 and claims.

**8-3.7.3. Membership:** The Disputes Review Board will consist of one member selected by the Department and approved by the Contractor, and one member selected by the Contractor and approved by the Department. The first two members will mutually select and

agree on the third member. Normally, the third member will act as Chairman for all Board activities.

**8-3.7.4 Qualification:** It is desirable that all Board members have at least ten years of experience with the type of construction involved in this project, in the interpretation of Contract Documents, and in contract dispute resolution. Board members must have attended the Dispute Resolution Board Foundation's Administration and Practices Workshop and must be on the Department's Lists of Candidate Members as provided on the Department's website. The goal in selecting the third member is to complement the construction experience of the first two members, to provide leadership for the Board's activities, and to provide expertise in the area of administering alternative contract resolution proceedings. It is imperative that Board members not show or be perceived as showing partiality to either the Contractor or the Department. A Board member shall not have any conflict of interest, which could affect their ability to act in a disinterested and unbiased manner.

**8-3.7.5 Conflict of Interest:** A person selected to the Board shall submit to the party appointing him/her a resume covering his/her applicable education and experience, a list of all DRBs, with meeting frequencies, on which he/she currently serves, and a disclosure statement covering, but not limited to, any of the following categories of relationships or prior involvement in this project:

- a. Any direct or indirect ownership or financial interest in the Contractor awarded the project, the CEI consulting firm on the project, any subcontractor or supplier on the project or any business of another Board member.
- b. Current employment by the Department, the Contractor awarded the contract, or the CEI consulting firm on the project. Service as a Dispute Review Board Member shall not be construed to be employment.
- c. Current employment by any subcontractor or supplier on the project.
- d. Current employment by a consulting engineering firm that will be seeking future contracts for CEI services from the Department.
- e. Within the two year period immediately prior to award of the contract, employment by: the Central Office of the Department; the Department's District or Turnpike in which the project is located; the Department, as a consultant in the District or Turnpike in which the project is located; the Contractor awarded the contract, the CEI consulting firm on the project, any subcontractor or supplier on the project or any business of another Board member. Service as a Dispute Review Board Member shall not be construed to be employment.
- f. A close personal relationship with any key individual in any firm involved in the contract.
- g. A prior involvement in the project of a nature, which might be construed as compromising his/her ability to act impartially in carrying out the duties of the Board.
- h. A contract as a consultant to the Contractor awarded the contract.
- i. A contract as a consultant with any subcontractor or supplier on the project.
- j. Current full-time employment by a Department prequalified contractor or consultant.

**8-3.7.6 Disqualification:** Category a, b, c, e, and j relationships listed in 8-3.7.5 shall disqualify a person from serving on the Board for this project. The other categories of relationships or prior involvement in this project listed above will be considered by the Contractor and the Department in arriving at their decision as to whether or not to accept a person as a member of the Board.

If during the life of the contract, a Board member is made aware that a firm of which he/she is an employee is involved in the contract as a subcontractor or supplier, he/she shall immediately give notice to the Department and the Contractor. Upon receiving such notification, the Department or the Contractor may, within ten (10) days, give notice that this Board member is no longer acceptable and a new Board member shall be selected and approved as provided above. In no event, shall a Board member participate in a hearing by the Board of dispute involving a firm by which he is employed.

The Department may disqualify a person from serving on future Disputes Review Boards for Department projects who submits a disclosure statement which fails to provide accurate and complete disclosure of a relationship that prohibits him/her from serving on the Board for this project or one of the possible conflicts of interest listed above.

**8-3.7.7 Selection of Members:** Every attempt shall be made by the Department and the Contractor to complete the selection of Disputes Review Board members and execute the Three-Party Agreement prior to date of the preconstruction conference and, if applicable, the initial partnering workshop. The Department and the Contractor shall select their Board members and give the other party notice of the person they have selected to serve as a member of the Board. This notice shall be accompanied by the resume and disclosure statement submitted by that person.

Within ten (10) days of receiving the notice of selection of a Board member, the Department and the Contractor shall review the accompanying resume and disclosure statement, make such inquiries as each deems necessary and notify the other party in writing as to whether or not the person selected is acceptable. Failure to give this notice within the ten (10) days allowed shall be construed to be acceptance.

If a person selected is not acceptable to the other party, the party who selected that person shall within five (5) days select another person and provide to the other party to the contract a notification accompanied by a resume and disclosure statement.

Once the Contractor and the Department have agreed upon the first two members of the Board they shall immediately notify those members of their approval. Within one week of this notification, the first two members of the Board shall select the third member and give written notice to the Contractor and the Department accompanied by that person's resume and disclosure statement.

Within ten (10) days of receiving the notice of selection of a third member of the Board, the Department and the Contractor shall review the accompanying resume and disclosure statement, make such inquiries as each deems necessary and notify the first two members in writing as to whether or not the person selected is acceptable. If a person selected is not acceptable to the Contractor or the Department the first two members of the Board shall immediately select another person and provide notification accompanied by a resume and disclosure statement. Failure to give this notice within the ten (10) days allowed shall be construed to be acceptance.

If, (1) the Department or the Contractor fail to provide the other party notice of selection of a Board Member within the time specified, herein; (2) the first two

members of the Board fail to provide notice to the parties of their selection of the third member of the Board within the times specified, herein; or (3) the parties are unable to agree on appointment of a Board member within 60 days after award of the contract, that member shall be appointed by mutual consent of the Department's State Construction Engineer and the President of the Florida Transportation Builders Association.

Immediately after agreement is reached on all members of the Board the Contractor, the Department and the members of the Board shall proceed with execution of a Three Party Agreement as provided on the Department's website. The execution of this agreement will not modify the requirements, terms or conditions of this Specification.

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.

Should the Department and the Contractor mutually agree to terminate a Disputes Review Board Three Party Agreement, the existing Disputes Review Board Three Party Agreement will remain in force until replaced by another a fully executed Disputes Review Board Three Party Agreement. If, after the Department has made final acceptance of the project, there are unresolved disputes and claims remaining, the Disputes Review Board Three Party Agreement 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.

**8-3.7.8 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 on 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.

**8-3.7.9. Basis of Payment:** A per day cost of \$3,300 has been established by the Department to reimburse the Contractor for providing compensation to the three members of the Disputes Review Board. This amount will be paid to the Contractor for each day the Disputes Review Board is convened for regular DRB project meetings. For each day of the meeting, the Contractor shall compensate each Disputes Review Board member a sum of \$1,100. Such payment will be full compensation to the Board member for salary and all travel expenses (air fare, rental or personal automobile, motel room, meals, etc.) related to membership on the Board. Do not pay prior to the execution of the Three Party Agreement.

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, regular meeting rate, payment of which is equally split between the Department and the Contractor.

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.

Payment shall be made under:

Item No. 999- 20- 1 Disputes Review Board meeting - per day.

Item No. 999- 20- 2 Disputes Review Board hearing - per each



## **PROSECUTION AND PROGRESS - PROSECUTION OF WORK – REGIONAL DISPUTES REVIEW BOARD.**

**(REV 1-4-11) (FA 1-21-11) (1-19)**

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

**8-3.7 Regional 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 AND PROGRESS - PROSECUTION OF WORK – STATEWIDE DISPUTES REVIEW BOARD.**

**(REV 1-4-11) (FA 1-21-11) (1-19)**

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.

**PROSECUTION AND PROGRESS – COMPUTATION OF CONTRACT TIME –  
ADJUSTING CONTRACT TIME – INCREASED WORK (LUMP SUM).**

**(REV 8-1-00) (1-19)**

SUBARTICLE 8-4.1. The fifth paragraph is deleted.

SUBARTICLE 8-7.3.1 is deleted and the following substituted:

**8-7.3.1 Increased Work:** The Department may grant an extension of Contract Time when it increases the Contract amount due to adding new work or providing for unforeseen work. The Department will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the Contract completion schedule.



**PROSECUTION AND PROGRESS - LIMITATIONS OF OPERATIONS – FENCING.  
(REV 6-17-04) (FA 7-13-04) (1-19)**

SUBARTICLE 8-4.8 is deleted and the following substituted:

**8-4.8 Fencing:** Erect permanent fence as a first order of business on all projects that include fencing where the Engineer determines that the fencing is necessary to maintain the security of livestock and other animals on adjacent property, or for protection of pedestrians who are likely to gain access to the project from adjacent property. Secure the right of way on Limited Access Facilities at all times by a fence, either temporary or permanent, that meets the height of the existing fence or the height required in the Contract.

**PROSECUTION AND PROGRESS – LIMITATIONS OF OPERATIONS -  
CONTAMINATED MATERIAL (MERCURY-CONTAINING DEVICES AND LAMPS).  
(REV 11-6-95) (FA 12-27-95) (1-19)**

SUBARTICLE 8-4.9 is expanded by the following:

This Contract may require the removal and special disposal of mercury-containing devices.

Contact \_\_\_\_\_, at \_\_\_\_\_ for information relating to the identification and proper disposal of these hazardous waste materials.

Include payment for the removal and disposal of mercury-containing devices in the payment for the related Contract items.

**PROSECUTION AND PROGRESS -COMPUTATION OF CONTRACT TIME –  
GENERAL (REDUCED PRODUCTIVITY).**

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

SUBARTICLE 8-7.1 is expanded by the following:

Contract Time for this project includes [REDACTED] calendar days for periods of reduced productivity by the Contractor's forces due to [REDACTED]. 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.

**PROSECUTION AND PROGRESS - COMPUTATION OF CONTRACT TIME –  
GENERAL (A+B BIDDING).**

**(REV 7-24-96) (FA 9-3-96) (1-19)**

SUBARTICLE 8-7.1 is deleted and the following substituted:

**8-7.1 General:** Perform all work in accordance with the Contract Documents, within the number of calendar days submitted in the proposal, or as may be extended in accordance with the provisions herein below.

**PROSECUTION AND PROGRESS - COMPUTATION OF CONTRACT TIME –  
GENERAL (SHORTENED CONTRACT TIME).**

**(REV 2-14-94) (1-19)**

SUBARTICLE 8-7.1 is expanded by the following:

The allowable Contract Time has been considerably shortened from the Contract Time which would normally be calculated.

The “Normal” Contract Time for this project would be [REDACTED] days. As a special provision, the Contract Time specified in this proposal is [REDACTED] calendar days.

Meeting the Contract Time may require additional crews and equipment, to extend construction to a 12 hour day, to work seven days a week, or to forego vacation time.

Use any or all of the above measures to meet the Contract Time specified and include the cost of the accelerated work schedule in the unit prices bid for the various work items on the project.

**PROSECUTION AND PROGRESS - COMPUTATION OF CONTRACT TIME –  
GENERAL (HIGHER PRODUCTION RATES).**

**(REV 12-22-98) (FA 2-1-99) (1-19)**

SUBARTICLE 8-7.1 is expanded by the following:

Contract Time established for this project assumes higher production rates than normally expected for this type of work.

Include the cost of any and all measures necessary to meet the Contract Time specified in the unit prices bid for the various items of work on the project. The Department will make no additional compensation beyond the Contract amount for the use of any and all such measures.

**PROSECUTION AND PROGRESS – LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK.**

**(REV 5-2-17) (FA 6-20-17) (1-19)**

SUBARTICLE 8-10.1 and 8-10.2 are deleted and the following substituted:

**8-10 Liquidated Damages for Failure to Complete the Work.**

**8-10.1 Highway Code Requirements Pertaining to Liquidated Damages:**

Section 337.18, paragraph (2) of the Florida Statutes, requires that the Department adopt regulations for the determination of default and provides that the Contractor pay liquidated damages to the Department for any failure of the Contractor to complete the Contract work within the Contract Time. These Code requirements govern, and are herewith made a part of the Contract.

Liquidated damages for this Contract will be a summation of the damages referenced above and projected lost toll revenues due to failure to timely open the project to revenue-producing traffic.

**8-10.2 Amount of Liquidated Damages:** Applicable liquidated damages are the sum of the daily rate of \$            per Calendar Day assessed as projected lost toll revenues for failure to complete the Work within the Contract Time plus the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$956
Over \$50,000 but less than \$250,000.....	\$964
\$250,000 but less than \$500,000.....	\$1,241
\$500,000 but less than \$2,500,000.....	\$1,665
\$2,500,000 but less than \$5,000,000.....	\$2,712
\$5,000,000 but less than \$10,000,000.....	\$3,447
\$10,000,000 but less than \$15,000,000.....	\$4,866
\$15,000,000 but less than \$20,000,000.....	\$5,818
\$20,000,000 and over.....	\$9,198 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

## **PROSECUTION AND PROGRESS - DAMAGE RECOVERY.**

**(REV 8-7-17) (1-19)**

ARTICLE 8-12 is deleted and the following substituted:

### **8-12 Damage Recovery.**

**8-12.1 Damages Suffered by Third Parties:** In addition to the damages provided for in 8-10.2 and pursuant to Section 337.18 of the Florida Statutes, when the Contractor fails to complete the work within the Contract Time the Department may recover from the Contractor amounts that the Department pays for damages suffered by third parties unless the failure to timely complete the work was caused by the Department's act or omission.

**8-12-2 Damage Recovery/User Costs:** A damage recovery/user cost will be assessed against the Contractor if all lanes are not open to traffic during the times as shown in the Traffic Control Plans. Costs will be assessed beginning at the appropriate time as shown in the Traffic Control Plans and continue until all lanes are open as recorded by the Engineer. This assessment will be in the following amounts:

First 30 minutes and under: \$           

Each additional 30 minute period or portion thereof: \$           

Such costs will not exceed \$            over a 24 hour period.

At the discretion of the Engineer, damage recovery/user cost will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor, i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

The Department will have the right to apply as payment on such damages any money which is due to the Contractor by the Department.



**PROSECUTION AND PROGRESS – ALTERNATIVE BIDDING.**  
**(REV 7-28-97) (1-19)**

SECTION 8 is expanded by the following new Article:

ARTICLE 8-13. **Alternative Bidding.** The following new Subarticles are added:

**8-13.1 Incentive - Disincentive for A+B.**  
**(REV 7-27-04) (FA 7-28-04) (1-13)**

The Department desires to expedite construction on this Contract to minimize the inconvenience to the traveling public and to reduce the time of construction. In order to achieve this, an incentive - disincentive provision is established for the Contract. The total incentive payment or disincentive deduction shall not exceed \$ [REDACTED].

In the event the Contractor completes the Contract prior to the expiration of the Original Contract Time, the Department will pay the Contractor an incentive payment in the Daily Value amount specified in provision 3-1 for each calendar day the actual completion date precedes the Original Contract Time and subject to the conditions precedent set forth below. The term "Original Contract Time" as used in this Article will mean the number of calendar days established for completion of the work in the Contract on the date the Contract was executed. The term "calendar day" as used in this Article will mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays or other events as described herein. For purposes of the calculation and the determination of entitlement to the "incentive payment" stated above, the Original Contract Time will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency).

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, 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, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor's operations, or other such events, forces or factors sometimes experienced in highway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the Original Contract Time for purposes of calculation of the "incentive payment" set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Contract prior to expiration of the Original Contract Time, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor's operations on the Contract, the Contractor and the Department shall agree as to the number of calendar days to extend the Original Contract Time so that such extended Original Contract Time will be used in calculation of the "incentive payment". In the event the Contractor and Department are unable to agree to the number of calendar days to extend the Original Contract Time, the Department shall unilaterally determine the number of calendar days to extend the Original Contract Time reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the

number of calendar days determined by the Department were arbitrary or without any reasonable basis.

However, notwithstanding anything above to the contrary, upon the Contractor's written request being made directly to the Chief Engineer, with copies provided to both the Resident Construction Engineer and the District Construction Engineer, the Department reserves unto the Chief Engineer, in his sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to either fully enforce the above provisions with no modification, modify the "Original Contract Time" by moving it, or both modify the "Original Contract Time" by moving it and also modify the "incentive payment" amount by reducing it.

No modification of this "Incentive-Disincentive" provision will be considered by the Chief Engineer for any impacts, whatsoever, beyond the reasonable control of the Contractor, the effect of which results in a time extension of less than 15% of the time remaining in the period from first day of occurrence of such impact to the "Original Contract Time." Furthermore, as to any such impact, the effect of which results in a time extension of 15% or more of the time remaining in the period from first day of occurrence of such impact to the "Original Contract Time," no modification of this "Incentive-Disincentive" provision will be considered by the Chief Engineer unless the Contractor clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the achievement of the "incentive payment," including the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work so as to still achieve the "incentive payment," and that, but for this impact, the Contractor would have otherwise earned the "incentive payment" provided in the original Contract. Also, to the extent the request is not submitted in writing to the Chief Engineer within not less than twenty (20) calendar days prior to the original "Original Contract Time," the Contractor must also continue to aggressively, efficiently, and effectively pursue the completion of the "Incentive-Disincentive" work, including the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work, until a determination is made by the Chief Engineer or twenty (20) calendar days has expired since such written request was received by the Chief Engineer. There shall be no right of any kind on behalf of the Contractor to challenge or otherwise seek review or appeal in any forum of any determination made by the Chief Engineer under this provision.

The Contractor shall have no rights under the Contract to make any claim arising out of this "incentive payment" provision except as is expressly set forth in this Article.

As conditions precedent to the Contractor's entitlement to any "incentive payment" the Contractor must:

- (1) Deliver in-hand to the Department any and all claims, in full accordance with 5-12.3 and subject to the limitations therein, no later than 60 calendar days after completion of the work on which such claim is based and tentatively schedule a Disputes Review Board hearing while awaiting Department review and response to any such claim. Furthermore, as to any such 5-12.3 claims for which the Disputes Review Board has determined entitlement but both parties have not reached an agreement on monetary compensation prior to final acceptance, and also as to those 5-12.3 claims pending at final acceptance, tentatively schedule a Disputes Review Board hearing within 60 calendar days of the final acceptance while awaiting Department review and response to any such claim; and the sole forum for final determination as to both entitlement and amount of monetary compensation, if not otherwise mutually resolved or otherwise agreed, shall be the Disputes Review Board.

(2) Actually complete the Contract and obtain final acceptance by the Department prior to expiration of the Original Contract Time.

(3) No later than 60 days after final acceptance by the Department, the Contractor must either (a) elect to be paid the “incentive payment” pursuant to (4) below, or (b) notify the Department in writing that the Contractor is electing to be paid the “incentive payment” and is reserving one or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes Review Board. The determinations of the Disputes Review Board as to any such 5-12.3 claims will be fully binding on both the Department and the Contractor, with no right of any kind of challenge, review or appeal in any forum by either party. Further, under (b) herein, any previous Disputes Review Board determinations on any such 5-12.3 claims issues shall then be fully binding and not subject to reconsideration by the Disputes Review Board, regardless of whether either party has previously rejected or otherwise not accepted one or more such recommendations at the time such were rendered.

(4) The Contractor shall notify the Department in writing, within 60 days after final acceptance of the Contract by the Department, that the Contractor elects to be paid the “incentive payment” which the Contractor is eligible to be paid based on the actual final acceptance date, and such written notice shall constitute a full and complete waiver, release and acknowledgment of satisfaction by the Contractor of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the Department, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the Contractor has or may have, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers or subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor’s operations, extended or unabsorbed home office or job site overhead, lump sum maintenance of traffic adjustments, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the Contract. This waiver, release and acknowledgment of satisfaction shall be all-inclusive and absolute, save and except any routine Department final estimating quantity adjustments.

Should the Contractor fail to actually complete the Contract and obtain final acceptance by the Department prior to expiration of the Original Contract Time, or should the Contractor, having timely completed the Contract and obtained final acceptance by the Department prior to expiration of the Original Contract Time but having failed to timely request the “incentive payment” for any reason, and including but not limited to the Contractor choosing not to fully waive, release and acknowledge satisfaction as set forth in (4) above, the Contractor shall have no right to any payment whatsoever under this Article. Notwithstanding the Contractor’s election or non-election of the incentive under this provision, the disincentive provision applies to all circumstances where the work in the Contract is not finally accepted by the Allowable Contract Time.

Completion and acceptance of the Contract for purposes of this Article shall be in accordance with 5-11.

Should the Contractor fail to complete the Contract on or before expiration of the Allowable Contract Time, as adjusted in accordance with the provisions of 8-7.3, the Department shall deduct from the monies due the Contractor the Daily Value as shown in provision 3-1 for each calendar day completion exceeds the Allowable Contract Time. The term "Allowable Contract Time" as used in this Article shall mean the Original Contract Time plus adjustments pursuant to 8-7.3. This deduction shall be the disincentive for the Contractor's failing to timely complete the Contract. Article 8-10 relating to liquidated damages remains in effect and is applicable.

In the event the Contractor elects to exercise this "incentive payment" provision, should this provision conflict with any other provision of the Contract, the Contract shall be interpreted in accordance with this provision.

**8-13.1 “Bonus” Payment and Waiver of Contractor Claims.  
(REV 5-19-04) (FA 7-13-04) (1-05)**

The Department will pay the Contractor a “Bonus” in the amount of \$           , if the work in the Contract is completed in accordance with 5-11, as determined by the Engineer, on or before the “Bonus Completion Date”, and subject to the conditions precedent set forth below. The term “Bonus Completion Date” as used in this Article shall mean (1)            calendar days from commencement of Contract Time, or (2) the number of calendar days bid by the Contractor in the A + B proposal, whichever is less. The term “calendar day” as used in this Article shall mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor’s operations, delays or other events as described herein. For purposes of the calculation and the determination of entitlement to the “Bonus” stated above, the “Bonus” Completion Date will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricanes or a declared state of emergency).

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, 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, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor’s operations, or other such events, forces or factors sometimes experienced in highway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the “Bonus Completion Date” set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor’s work to overcome or absorb such delays or events in an effort to complete the Contract by the “Bonus Completion Date”, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor’s operations on the Contract, the Contractor and the Department shall agree as to the number of calendar days to extend the “Bonus Completion Date”. In the event the Contractor and Department are unable to agree to the number of calendar days to extend the “Bonus Completion Date”, the Department shall unilaterally determine the number of calendar days to extend the “Bonus” Completion Date reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Department were arbitrary or without any reasonable basis.

However, notwithstanding anything above to the contrary, upon the Contractor’s written request being made directly to the Chief Engineer, with copies provided to both the Resident Construction Engineer and the District Construction Engineer, the Department reserves unto the Chief Engineer, in his sole and absolute discretion, according to the parameters set forth

below, the authority to make a determination to either fully enforce the above provisions with no modification, modify the "Bonus Completion Date" by moving it, or both modify the "Bonus Completion Date" by moving it and also modify the "Bonus" amount by reducing it.

No modification of a "Bonus" provision will be considered by the Chief Engineer for any impacts whatsoever, beyond the reasonable control of the Contractor, for which the effect results in a time extension of less than 15% of the time remaining in the period from the first day of occurrence of such impact to the "Bonus Completion Date". Furthermore, as to any such impact, for which the effect results in a time extension of 15% or more of the time remaining in the period from the first day of occurrence of such impact to the "Bonus Completion Date", no modification of a "Bonus" provision will be considered by the Chief Engineer unless the contractor clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the achievement of the "Bonus". This would include the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work so as to still achieve the "Bonus", and that, but for this impact, the Contractor would have otherwise earned the "Bonus" provided in the original Contract. Also, to the extent the request is not submitted in writing to the Chief Engineer within not less than twenty (20) calendar days prior to the original "Bonus Completion Date", the Contractor must also continue to aggressively, efficiently, and effectively pursue the completion of the "Bonus" work. This would include the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work, until a determination is made by the Chief Engineer or twenty (20) calendar days has expired since such written request was received by the Chief Engineer. There shall be no right of any kind on behalf of the Contractor to challenge or otherwise seek review or appeal, in any forum, any determination made by the Chief Engineer under this provision.

The Contractor shall have no rights under the Contract to make any claim arising out of this "Bonus" provision except as is expressly set forth in this Article.

As conditions precedent to the Contractor's entitlement to any "Bonus" the Contractor must:

(1) Deliver in-hand to the Department any and all claims, in full accordance with 5-12.3 and subject to the limitations therein, no later than 60 calendar days after completion of the work on which such claim is based and tentatively schedule a Disputes Review Board hearing while awaiting Department review and response to any such claim. Furthermore, as to any such 5-12.3 claims for which the Disputes Review Board has determined entitlement but both parties have not reached an agreement on monetary compensation prior to final acceptance, and also as to those 5-12.3 claims pending at or submitted after final acceptance, tentatively schedule a Disputes Review Board hearing within 60 calendar days after the final acceptance date while awaiting Department review and response to any such claim. The sole forum for final determination as to both entitlement and amount of monetary compensation, if not otherwise mutually resolved or otherwise agreed, shall be the Disputes Review Board.

(2) Actually complete the Contract and obtain final acceptance by the Department, as determined by the Engineer in accordance with 5-11.

(3) No later than 60 days after final acceptance by the Department, the Contractor must either (a) elect to be paid the "Bonus" pursuant to (4) below, or (b) notify the Department in writing that the Contractor is electing to be paid the "Bonus" and is reserving one or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes

Review Board. The determinations of the Disputes Review Board as to any such 5-12.3 claims will be fully binding on both the Department and the Contractor, with no right of any kind of challenge, review or appeal, in any forum, by either party. Further, under (b) herein, any previous Disputes Review Board determinations on any such 5-12.3 claims issues shall then be fully binding and not subject to reconsideration by the Disputes Review Board, regardless of whether either party has previously rejected or otherwise not accepted one or more such recommendations at the time such were rendered.

(4) The Contractor shall notify the Department in writing, within 60 days of the final acceptance of the work in the Contract by the Department, that the Contractor elects to be paid the "Bonus" which the Contractor is eligible to be paid based on the actual final acceptance date, and such written notice shall constitute a full and complete waiver, release and acknowledgment of satisfaction by the Contractor of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the Department, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the Contractor has or may have as to work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers or subcontractors or other Contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of the Contractor's operations, extended or unabsorbed home office or job site overhead, lump sum maintenance of traffic adjustments, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the Contract. This waiver, release and acknowledgment of satisfaction shall be all-inclusive and absolute, save and except any routine Department final estimating quantity adjustments.

Should the Contractor fail to actually complete the Contract and obtain final acceptance by the Department as determined by the Engineer in accordance with 5-11, or should the Contractor, having done so, fail to timely request the "Bonus" for any reason, and including but not limited to the Contractor choosing not to either reserve one or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes Review Board as set forth in (3)(b) above, or to fully waive, release and acknowledge satisfaction as set forth in (4) above, the Contractor shall have no right to any payment whatsoever under this Article.

In the event the Contractor elects to exercise the "Bonus Payment" provision, should this provision conflict with any other provision of the Contract, the Contract shall be interpreted in accordance with this provision.



**8-13.1 “Bonus” Payment and Waiver of Contractor Claims.**  
**(REV 7-27-04) (FA 7-28-04) (1-05)**

The Department will pay the Contractor a “Bonus” in the amount of \$ [REDACTED], if the work in the Contract is completed in accordance with 5-11, as determined by the Engineer, on or before [REDACTED] (“Bonus Completion Date”) and subject to the conditions precedent set forth below. For purposes of the calculation and the determination of entitlement to the “Bonus” stated above, the “Bonus Completion Date” will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency).

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, 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, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor’s operations, or other such events, forces or factors sometimes experienced in highway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the “Bonus Completion Date” set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor’s work to overcome or absorb such delays or events in an effort to complete the Contract by the “Bonus Completion Date”, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor’s operations on the Contract, the Contractor and the Department shall agree as to the number of calendar days to extend the “Bonus Completion Date”. In the event the Contractor and Department are unable to agree to the number of calendar days to extend the “Bonus Completion Date”, the Department shall unilaterally determine the number of calendar days to extend the “Bonus Completion Date” reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Department were arbitrary or without any reasonable basis.

However, notwithstanding anything above to the contrary, upon the Contractor’s written request being made directly to the Chief Engineer, with copies provided to both the Resident Construction Engineer and the District Construction Engineer, the Department reserves unto the Chief Engineer, in his sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to either fully enforce the above provisions with no modification, modify the “Bonus Completion Date” by moving it, or both modify the “Bonus Completion Date” by moving it and also modifying the “Bonus” amount by reducing it.

No modification of a “Bonus” provision will be considered by the Chief Engineer for any impacts whatsoever, beyond the reasonable control of the Contractor, the effect of which results in a time extension of less than 15% of the time remaining in the period from first day of

occurrence of such impact to the "Bonus Completion Date". Furthermore, as to any such impact, the effect of which results in a time extension of 15% or more of the time remaining in the period from first day of occurrence of such impact to the "Bonus Completion Date", no modification of a "Bonus" provision will be considered by the Chief Engineer unless the Contractor clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the achievement of the "Bonus," including the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work so as to still achieve the "Bonus," and, but for this impact, the Contractor would have otherwise earned the "Bonus" provided in the original Contract. Also, to the extent the request is not submitted in writing to the Chief Engineer within not less than twenty (20) calendar days prior to the original "Bonus Completion Date", the Contractor must also continue to aggressively, efficiently, and effectively pursue the completion of the "Bonus" work, including the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work, until a determination is made by the Chief Engineer or twenty (20) calendar days has expired since such written notice. There shall be no right of any kind on behalf of the Contractor to challenge or otherwise seek review or appeal in any forum of any determination made by the Chief Engineer under this provision.

The Contractor shall have no rights under the Contract to make any claim arising out of this "Bonus" provision except as is expressly set forth in this Article.

As conditions precedent to the Contractor's entitlement to any "Bonus" the Contractor must:

(1) Deliver in-hand to the Department any and all claims, in full accordance with 5-12.3 and subject to the limitations therein, no later than 60 calendar days after completion of the work on which such claim is based and tentatively schedule a Disputes Review Board hearing while awaiting Department review and response to any such claim. Furthermore, as to any such 5-12.3 claims for which the Disputes Review Board has determined entitlement but both parties have not reached an agreement on monetary compensation prior to final acceptance, and those 5-12.3 claims pending at or submitted after final acceptance, tentatively schedule a Disputes Review Board hearing within 60 calendar days of the final acceptance while awaiting Department review and response to any such claim and the sole forum for final determination as to both entitlement and amount of monetary compensation, if not otherwise mutually resolved or otherwise agreed, shall be the Disputes Review Board.

(2) Actually complete the Contract and obtain final acceptance by the Department, as determined by the Engineer in accordance with 5-11, on or before the "Bonus Completion Date".

(3) No later than 60 days after final acceptance by the Department, the Contractor must either (a) elect to be paid the "Bonus" pursuant to (4) below, or (b) notify the Department in writing that the Contractor is electing to be paid the "Bonus" and is reserving one or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes Review Board, the determinations of the Disputes Review Board as to any such 5-12.3 claims will be fully binding on both the Department and the Contractor, with no right of any kind of challenge, review or appeal in any forum by either party. Further, under (b) herein, any previous Disputes Review Board determinations on any such 5-12.3 claims issues shall then be fully binding and not subject to reconsideration by the Disputes Review Board, regardless of whether

either party had previously rejected or otherwise not accepted one or more such recommendations at the time such were rendered.

(4) The Contractor shall notify the Department in writing, within 60 days of the final acceptance of the work in the Contract by the Department, that the Contractor elects to be paid the "Bonus" which the Contractor is eligible to be paid based on the actual final acceptance date, and such written notice shall constitute a full and complete waiver, release and acknowledgment of satisfaction by the Contractor of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the Department, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the Contractor has or may have as to work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers or subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of the Contractor's operations, extended or unabsorbed home office or job site overhead, lump sum maintenance of traffic adjustments, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the Contract. This waiver, release and acknowledgment of satisfaction shall be all-inclusive and absolute, save and except any routine Department final estimating quantity adjustments.

Should the Contractor fail to actually complete the Contract and obtain final acceptance by the Department as determined by the Engineer in accordance with 5-11, on or before the "Bonus Completion Date", or should the Contractor, having done so, fail to timely request the "Bonus" for any reason, and including but not limited to the Contractor choosing not to either reserve one or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes Review Board as set forth in (3)(b) above, or to fully waive, release and acknowledge satisfaction as set forth in (4) above, the Contractor shall have no right to any payment whatsoever under this Article.

In the event the Contractor elects to exercise the "Bonus Payment" provision, should this provision conflict with any other provision of the Contract, the Contract shall be interpreted in accordance with this provision.

**8-13.1 “Bonus” Payment and Waiver of Contractor Claims.**  
**(REV 7-27-04) (FA 7-28-04) (1-05)**

The Department will pay the Contractor a “Bonus” in the amount of \$           , if the work in the Contract is completed in accordance with 5-11, as determined by the Engineer, on or before            calendar days from commencement of Contract Time (“Bonus Completion Date”) and subject to the conditions precedent set forth below. The term “calendar day” as used in this Article shall mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor’s operations, delays or other events as described herein. For purposes of the calculation and the determination of entitlement to the “Bonus” stated above, the “Bonus” Completion Date will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricanes or a declared state of emergency).

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, 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, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor’s operations, or other such events, forces or factors sometimes experienced in highway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the “Bonus Completion Date” set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor’s work to overcome or absorb such delays or events in an effort to complete the Contract by the “Bonus Completion Date”, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor’s operations on the Contract, the Contractor and the Department shall agree as to the number of calendar days to extend the “Bonus Completion Date”. In the event the Contractor and Department are unable to agree to the number of calendar days to extend the “Bonus Completion Date”, the Department shall unilaterally determine the number of calendar days to extend the “Bonus” Completion Date reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Department were arbitrary or without any reasonable basis.

However, notwithstanding anything above to the contrary, upon the Contractor’s written request being made directly to the Chief Engineer, with copies provided to both the Resident Construction Engineer and the District Construction Engineer, the Department reserves unto the Chief Engineer, in his sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to either fully enforce the above provisions with no

modification, modify the "Bonus Completion Date" by moving it, or both modify the "Bonus Completion Date" by moving it and also modify the "Bonus" amount by reducing it.

No modification of a "Bonus" provision will be considered by the Chief Engineer for any impacts whatsoever, beyond the reasonable control of the Contractor, for which the effect results in a time extension of less than 15% of the time remaining in the period from the first day of occurrence of such impact to the "Bonus Completion Date". Furthermore, as to any such impact, for which the effect results in a time extension of 15% or more of the time remaining in the period from the first day of occurrence of such impact to the "Bonus Completion Date", no modification of a "Bonus" provision will be considered by the Chief Engineer unless the contractor clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the achievement of the "Bonus". This would include the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work so as to still achieve the "Bonus", and that, but for this impact, the Contractor would have otherwise earned the "Bonus" provided in the original Contract. Also, to the extent the request is not submitted in writing to the Chief Engineer within not less than twenty (20) calendar days prior to the original "Bonus Completion Date", the Contractor must also continue to aggressively, efficiently, and effectively pursue the completion of the "Bonus" work. This would include the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work, until a determination is made by the Chief Engineer or twenty (20) calendar days has expired since such written request was received by the Chief Engineer. There shall be no right of any kind on behalf of the Contractor to challenge or otherwise seek review or appeal, in any forum, any determination made by the Chief Engineer under this provision.

The Contractor shall have no rights under the Contract to make any claim arising out of this "Bonus" provision except as is expressly set forth in this Article.

As conditions precedent to the Contractor's entitlement to any "Bonus" the Contractor must:

(1) Deliver in-hand to the Department any and all claims, in full accordance with 5-12.3 and subject to the limitations therein, no later than 60 calendar days after completion of the work on which such claim is based and tentatively schedule a Disputes Review Board hearing while awaiting Department review and response to any such claim. Furthermore, as to any such 5-12.3 claims for which the Disputes Review Board has determined entitlement but both parties have not reached an agreement on monetary compensation prior to final acceptance, and also as to those 5-12.3 claims pending at or submitted after final acceptance, tentatively schedule a Disputes Review Board hearing within 60 calendar days after the final acceptance date while awaiting Department review and response to any such claim. The sole forum for final determination as to both entitlement and amount of monetary compensation, if not otherwise mutually resolved or otherwise agreed, shall be the Disputes Review Board.

(2) Actually complete the Contract and obtain final acceptance by the Department, as determined by the Engineer in accordance with 5-11, on or before the "Bonus Completion Date".

(3) No later than 60 days after final acceptance by the Department, the Contractor must either (a) elect to be paid the "Bonus" pursuant to (4) below, or (b) notify the Department in writing that the Contractor is electing to be paid the "Bonus" and is reserving one or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes

Review Board. The determinations of the Disputes Review Board as to any such 5-12.3 claims will be fully binding on both the Department and the Contractor, with no right of any kind of challenge, review or appeal, in any forum, by either party. Further, under (b) herein, any previous Disputes Review Board determinations on any such 5-12.3 claims issues shall then be fully binding and not subject to reconsideration by the Disputes Review Board, regardless of whether either party has previously rejected or otherwise not accepted one or more such recommendations at the time such were rendered.

(4) The Contractor shall notify the Department in writing, within 60 days of the final acceptance of the work in the Contract by the Department, that the Contractor elects to be paid the "Bonus" which the Contractor is eligible to be paid based on the actual final acceptance date, and such written notice shall constitute a full and complete waiver, release and acknowledgment of satisfaction by the Contractor of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the Department, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the Contractor has or may have as to work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers or subcontractors or other Contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of the Contractor's operations, extended or unabsorbed home office or job site overhead, lump sum maintenance of traffic adjustments, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the Contract. This waiver, release and acknowledgment of satisfaction shall be all-inclusive and absolute, save and except any routine Department final estimating quantity adjustments.

Should the Contractor fail to actually complete the Contract and obtain final acceptance by the Department as determined by the Engineer in accordance with 5-11, on or before the "Bonus Completion Date", or should the Contractor, having done so, fail to timely request the "Bonus" for any reason, and including but not limited to the Contractor choosing not to either reserve one or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes Review Board as set forth in (3)(b) above, or to fully waive, release and acknowledge satisfaction as set forth in (4) above, the Contractor shall have no right to any payment whatsoever under this Article.

In the event the Contractor elects to exercise the "Bonus Payment" provision, should this provision conflict with any other provision of the Contract, the Contract shall be interpreted in accordance with this provision.

**8-13.1 Incentive - Disincentive.**  
**(REV 7-27-04) (FA 7-28-04) (1-05)**

The Department desires to expedite construction on this Contract to minimize the inconvenience to the traveling public and to reduce the time of construction. In order to achieve this, an incentive - disincentive provision is established for the Contract. The total "incentive payment" or disincentive deduction shall not exceed \$ [REDACTED].

The Department will pay the Contractor an "incentive payment" in the amount of \$ [REDACTED], for each calendar day the actual completion date precedes the Original Contract Time and subject to the conditions precedent set forth below. The term "Original Contract Time" as used in this Article will mean the number of calendar days established for completion of the work in the Contract on the date the Contract was executed. The term "calendar day" as used in this Article will mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays or other events as described herein. For purposes of the calculation and the determination of entitlement to the "incentive payment" stated above, the Original Contract Time will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency).

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, 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, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor's operations, or other such events, forces or factors sometimes experienced in highway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the Original Contract Time for purposes of calculation of the "incentive payment" set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Contract prior to expiration of the Original Contract Time, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor's operations on the Contract, the Contractor and the Department shall agree as to the number of calendar days to extend the Original Contract Time so that such extended Original Contract Time will be used in calculation of the "incentive payment". In the event the Contractor and Department are unable to agree to the number of Calendar Days to extend the Original Contract Time, the Department will unilaterally determine the number of calendar days to extend the Original Contract Time reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Department were arbitrary or without any reasonable basis.

However, notwithstanding anything above to the contrary, upon the Contractor's written request being made directly to the Chief Engineer, with copies provided to both the Resident Construction Engineer and the District Construction Engineer, the Department reserves unto the Chief Engineer, in his sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to either fully enforce the above provisions with no modification, modify the "Original Contract Time" by moving it, or both modify the "Original Contract Time" by moving it and also modify the "incentive amount" by reducing it.

No modification of this "Incentive-Disincentive" provision will be considered by the Chief Engineer for any impacts, whatsoever, beyond the reasonable control of the Contractor, for which the effect results in a time extension of less than 15% of the time remaining in the period from the first day of occurrence of such impact to the expiration of the "Original Contract Time". Furthermore, as to any such impact, for which the effect results in a time extension of 15% or more of the time remaining in the period from the first day of occurrence of such impact to the expiration of the "Original Contract Time," no modification of this "Incentive-Disincentive" provision will be considered by the Chief Engineer unless the Contractor clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the achievement of the "incentive payment". This would include the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work so as to still achieve the "incentive payment", and that, but for this impact, the Contractor would have otherwise earned the "incentive payment" provided in the original Contract. Also, to the extent the request is not submitted in writing to the Chief Engineer within not less than twenty (20) calendar days prior to the expiration of the "Original Contract Time," the Contractor must also continue to aggressively, efficiently, and effectively pursue the completion of the "Incentive-Disincentive" work. This would include the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work, until a determination is made by the Chief Engineer or twenty (20) calendar days has expired since such written request was received by the Chief Engineer. There shall be no right of any kind on behalf of the Contractor to challenge or otherwise seek review or appeal in any forum, of any determination made by the Chief Engineer under this provision.

The Contractor shall have no rights under the Contract to make any claim arising out of this incentive payment provision except as is expressly set forth in this Article.

As conditions precedent to the Contractor's entitlement to any "incentive payment" the Contractor must:

- (1) Deliver in-hand to the Department any and all claims, in full accordance with 5-12.3 and subject to the limitations therein, no later than 60 calendar days after completion of the work on which such claim is based and tentatively schedule a Disputes Review Board hearing while awaiting Department review and response to any such claim. Furthermore, as to any such 5-12.3 claims for which the Disputes Review Board has determined entitlement, but both parties have not reached an agreement on monetary compensation prior to final acceptance, and also as to those 5-12.3 claims pending at final acceptance, tentatively schedule a Disputes Review Board hearing within 60 calendar days after the final acceptance date while awaiting Department review and response to any such claim. The sole forum for final determination as to both entitlement and amount of monetary compensation, if not otherwise mutually resolved or otherwise agreed, shall be the Disputes Review Board.



(2) Actually complete the Contract and obtain final acceptance by the Department prior to expiration of the Original Contract Time.

(3) No later than 60 days after final acceptance by the Department, the Contractor must either (a) elect to be paid the “incentive payment” pursuant to (4) below, or (b) notify the Department in writing that the Contractor is electing to be paid the “incentive payment” and is reserving one or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes Review Board. The determinations of the Disputes Review Board as to any such 5-12.3 claims will be fully binding on both the Department and the Contractor, with no right of any kind of challenge, review or appeal, in any forum, by either party. Further, under (b) herein, any previous Disputes Review Board determinations on any such 5-12.3 claims issues shall then be fully binding and not subject to reconsideration by the Disputes Review Board, regardless of whether either party has previously rejected or otherwise not accepted one or more such recommendations at the time such were rendered.

(4) The Contractor shall notify the Department in writing, within 60 days after final acceptance of the Contract by the Department, that the Contractor elects to be paid the “incentive payment” which the Contractor is eligible to be paid based on the actual final acceptance date, and such written notice shall constitute a full and complete waiver, release and acknowledgment of satisfaction by the Contractor of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the Department, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the Contractor has or may have, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers or subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of the Contractor’s operations, extended or unabsorbed home office or job site overhead, lump sum maintenance of traffic adjustments, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the Contract. This waiver, release and acknowledgment of satisfaction shall be all-inclusive and absolute, save and except any routine Department final estimating quantity adjustments.

Should the Contractor fail to actually complete the Contract and obtain final acceptance by the Department prior to expiration of the Original Contract Time, or should the Contractor, having timely completed the Contract and obtained final acceptance by the Department prior to expiration of the Original Contract Time but having failed to timely request the “incentive payment” for any reason, and including but not limited to the Contractor choosing not to either reserve one or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes Review Board as set forth in (3)(b) above, or to fully waive, release and acknowledge satisfaction as set forth in (4) above, the Contractor shall have no right to any payment whatsoever under this Article. Notwithstanding the Contractor’s election or non-election of the “incentive payment” under this provision, the disincentive provision applies to all circumstances where the work in the Contract is not finally accepted by the Allowable Contract Time.

Completion and acceptance of the Contract for purposes of this Article shall be in accordance with 5-11.

Should the Contractor fail to complete the Contract on or before expiration of the Allowable Contract Time, as adjusted in accordance with the provisions of 8-7.3, the Department shall deduct \$ [REDACTED] for each calendar day completion exceeds the Allowable Contract Time, from the monies otherwise due the Contractor. The term "Allowable Contract Time" as used in this Article shall mean the Original Contract Time plus adjustments pursuant to 8-7.3. This deduction shall be the disincentive for the Contractor's failing to timely complete the Contract. Article 8-10 relating to liquidated damages remains in effect and is applicable.

In the event the Contractor elects to exercise this "incentive payment" provision, should this provision conflict with any other provision of the Contract, the Contract shall be interpreted in accordance with this provision.

**8-13.1 Incentive – Disincentive for Lane Rental Days.  
(REV 9-25-03) (FA 12-24-03) (7-04)**

The Department desires to minimize the inconvenience to the traveling public by reducing the amount of time during which the Contractor closes one or more lanes as permitted by the Contract. In order to achieve this, an incentive - disincentive provision for Lane Rental Days is established for the Contract. The total incentive payment or disincentive deduction shall not exceed \$ [REDACTED].

For the purposes of this Subarticle, the following definition will apply:

**Lane Rental Day:** The time period during which the Contractor closes one or more lanes as permitted by the Contract. The Engineer will not consider lane closures for time periods less than 15 minutes in computing Lane Rental Days. The computation of Lane Rental Days will include moving operations. The number of lanes considered closed will be based on the number of lanes available prior to construction versus the number of lanes maintained through the project during any particular day. A lane is a mainline through lane or ramp. Lane Rental Days will be computed in full day and half day increments. A full day will be computed for any lane closure(s) or any combination of lane closures totaling over 12 hours in cumulative length over a 24 hour period. For purposes of computing Lane Rental Days, the 24 hour period will be continuous and will begin when the Contractor begins the closure. Computation of Lane Rental Days will continue until the detour is completely removed and traffic is restored. A half-day will be computed for any lane closure(s) or any combination of lane closures totaling 12 hours or less cumulative in length within a 24 hour period.

The total allowable number of Lane Rental Days established for this contract is [REDACTED]. The Engineer, at his sole discretion, will determine the total number of Lane Rental Days used by the Contractor by making a summation of all full day and half day increments.

If the Contractor uses fewer Lane Rental Days than the total allowable number of Lane Rental Days, the Department will pay the Contractor an incentive payment in the amount of \$ [REDACTED] for every Lane Rental Day less than the total allowable number of Lane Rental Days established for this Contract. If the Contractor uses more Lane Rental Days than the total allowable number of Lane Rental Days, the Department will make a disincentive deduction in the amount of \$ [REDACTED] for every Lane Rental Day more than the allowable number of Lane Rental Days established for this Contract, from funds otherwise due the Contractor.

Notwithstanding any incentive payments or any disincentive deductions related to the total allowable number of Lane Rental Days, a damage recovery/user cost will be assessed against the Contractor if all lanes are not open to traffic during the time periods identified in the Traffic Control Plans. Costs will be assessed beginning at applicable times indicated in the Traffic Control Plans and continue until all lanes are open as recorded by the Engineer. This assessment will be in the following amounts:

First 30 minutes and under: \$ [REDACTED]

Each additional 30 minute period or portion thereof: \$ [REDACTED]

Such damage recovery/user costs will not exceed \$ [REDACTED] over a 24 hour period.

At the sole discretion of the Engineer, damage recovery/user costs will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor, i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

The Department will have the right to apply as payment on such damages any money which is due to the Contractor by the Department.

**LIQUIDATED SAVINGS FOR EARLY COMPLETION.**

**(REV 5-18-99) (FA 6-10-99) (7-00)**

For each calendar day the Contract is accepted prior to expiration of the allowable Contract time, the Contractor shall receive an amount of \$            per day. Such payment will be made after final acceptance in accordance with 5-11. This payment shall not be considered an incentive, but liquidated savings related to Construction Engineering Inspection and Contract Administration costs for early completion. Project acceptance will be in accordance with 5-11, and the allowable Contract time will include all adjustments made in accordance with 8-7.

**8-13.1 Pay Adjustment For Fewer-More Lane Rental Days.  
(REV 4-29-97) (FA 5-7-97) (7-00)**

If the Contractor uses more Lane Rental Days than what was specified in the proposal, the Department will assess a per day fee equal to the Daily Lane Rental Fee. If the Contractor uses fewer Lane Rental Days than what was specified in the proposal, the Department will pay a per day incentive equal to the Daily Lane Rental Fee.

**8-13.1 Damage Recovery.**  
**(REV 9-25-03) (FA 12-24-03) (7-04)**

In addition to the Daily Lane Rental Fee provided in 2-5.1, a damage recovery/user cost will be assessed against the Contractor if all lanes are not open to traffic during the times as shown in the Traffic Control Plans. Costs will be assessed beginning at the appropriate time as shown in the Traffic Control Plans and continue until all lanes are open as recorded by the Engineer. This assessment will be in the following amounts:

First 30 minutes and under: \$                     

Each additional 30 minute period or portion thereof: \$                     

Such costs will not exceed \$                      over a 24 hour period.

At the discretion of the Engineer, damage recovery/user cost will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor, i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

The Department will have the right to apply as payment on such damages any money which is due to the Contractor by the Department.

**8-13.1 “Bonus” Payment and Waiver of Contractor Claims.**  
**(REV 4-12-06) (FA 4-25-06) (1-07)**

The Department desires to expedite construction on this Contract to minimize the inconvenience to the traveling public and to reduce the time of construction. In order to achieve this, “Bonus” provisions are established for the Contract Work Items described below.

The Department will pay the Contractor a “Bonus” as follows:

Contract Work Item	Bonus Completion Date	Bonus Amount
Usage- describe work and tie to the plans Example A: Complete all the work from STA 20+77.00 to STA 40+35.00, including friction course and striping, and open all proposed lanes to traffic, such that no further lane closures will be required to obtain final acceptance of the project except as may be necessary for repair of work damaged before final acceptance.	Alt 1 Calendar days from commencement of Contract Time.  Alt 2 Date	(Amount of bonus)
Example: Complete project in accordance with 5-11	Alt 1 Calendar days from commencement of Contract Time.  Alt 2 Date	(Amount of bonus)

The “Bonus” will be paid only if the “Contract Work Item” is completed as set forth above, and as determined by the Engineer, on or before the “Bonus Completion Date” as set forth above, and subject to the conditions precedent set forth below. For purposes of the calculation and the determination of entitlement to the “Bonus” stated above, the “Bonus Completion Date” will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency).

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, 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, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor’s operations, or other such events, forces or factors sometimes experienced in highway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the “Bonus Completion Date” set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor’s work to overcome or



absorb such delays or events in an effort to complete the Contract by the “Bonus Completion Date”, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor’s operations on the Contract, the Contractor and the Department shall agree as to the number of calendar days to extend the “Bonus Completion Date”. In the event the Contractor and Department are unable to agree to the number of calendar days to extend the “Bonus Completion Date”, the Department shall unilaterally determine the number of calendar days to extend the “Bonus Completion Date” reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Department was arbitrary or without any reasonable basis.

However, notwithstanding anything above to the contrary, upon the Contractor’s written request being made directly to the Chief Engineer, with copies provided to both the Resident Construction Engineer and the District Construction Engineer, the Department reserves unto the Chief Engineer, in his sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to either fully enforce the above provisions with no modification, modify the “Bonus Completion Date” by moving it, or both modifying the “Bonus Completion Date” by moving it and also modify the “Bonus” amount by reducing it.

No modification of a “Bonus” provision will be considered by the Chief Engineer for any impacts whatsoever, beyond the reasonable control of the Contractor, for which the effect results in a time extension of less than 15% of the time remaining in the period from the first day of occurrence of such impact to the “Bonus Completion Date”. Furthermore, as to any such impact, for which the effect results in a time extension of 15% or more of the time remaining in the period from the first day of occurrence of such impact to the “Bonus Completion Date”, no modification of a “Bonus” provision will be considered by the Chief Engineer unless the contractor clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the achievement of the “Bonus”. This would include the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work so as to still achieve the “Bonus”, and, but for this impact, the Contractor would have otherwise earned the “Bonus” provided in the original Contract. Also, to the extent the request is not submitted in writing to the Chief Engineer within not less than twenty (20) calendar days prior to the original “Bonus Completion Date”, the Contractor must also continue to aggressively, efficiently, and effectively pursue the completion of the “Bonus” work. This would include the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work, until a determination is made by the Chief Engineer or twenty (20) calendar days has expired since such written notice. There shall be no right of any kind on behalf of the Contractor to challenge or otherwise seek review or appeal, in any forum, of any determination made by the Chief Engineer under this provision.

The Contractor shall have no rights under the Contract to make any claim arising out of this “Bonus” provision except as is expressly set forth in this Article.

As conditions precedent to the Contractor’s entitlement to any “Bonus” the Contractor must:

(1) Deliver in-hand to the Department any and all claims in full accordance with 5-12.3 and subject to the limitations therein, no later than 60 calendar days after

completion of the work on which such claim is based and tentatively schedule a Disputes Review Board hearing while awaiting Department review and response to any such claim. Furthermore, as to any such 5-12.3 claims for which the Disputes Review Board has determined entitlement but both parties have not reached an agreement on monetary compensation prior to final acceptance, and also as to those 5-12.3 claims pending at or submitted after "Bonus Completion Date", tentatively schedule a Disputes Review Board hearing within 60 calendar days after the final acceptance date while awaiting Department review and response to any such claim. The sole forum for final determination as to both entitlement and amount of monetary compensation, if not otherwise mutually resolved, or otherwise agreed, shall be the Disputes Review Board.

(2) Actually complete the "Contract Work Item" and obtain written verification of completion from the Engineer on or before the "Bonus Completion Date".

(3) Not later than 60 days after verification of the actual "Bonus Completion Date" by the Department, the Contractor must either (a) elect to be paid the "Bonus" pursuant to (4) below, or (b) notify the Department in writing that the Contractor is electing to be paid the "Bonus" and is reserving one or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes Review Board. The determinations of the Disputes Review Board as to any such 5-12.3 claims will be fully binding on both the Department and the Contractor, with no right of any kind of challenge, review or appeal, in any forum, by either party. Further, under (b) herein, any previous Disputes Review Board determinations on any such 5-12.3 claims issues shall then be fully binding and not subject to reconsideration by the Disputes Review Board, regardless of whether either party has previously rejected or otherwise not accepted one or more such recommendations at the time such were rendered.

(4) The Contractor shall notify the Department in writing, within 60 days of receiving written verification of completion of the "Contract Work Item" by the Engineer per (2) above, that the Contractor elects to be paid the "Bonus" which the Contractor is eligible to be paid based on the actual "Bonus Completion Date", and such written notice shall constitute a full and complete waiver, release and acknowledgment of satisfaction by the Contractor of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the Department, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the Contractor has or may have as to work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers or subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of the Contractor's operations, extended or unabsorbed home office or job site overhead, lump sum maintenance of traffic adjustments, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the Contract Work Item" up to and including the date of the applicable "Bonus Completion Date". This waiver, release and acknowledgment of satisfaction shall be all-inclusive and absolute, save and except any routine Department final estimating quantity adjustments.

Should the Contractor fail to actually complete the "Contract Work Item" and obtain written verification of completion of the "Contract Work Item" from the Engineer on or before the "Bonus Completion Date", or should the Contractor, having done so, fail to timely

request the "Bonus" for any reason, and including but not limited to the Contractor choosing not to either reserve one or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes Review Board as set forth in (3)(b) above, or to fully waive, release and acknowledge satisfaction as set forth in (4) above, the Contractor shall have no right to any payment whatsoever under this Article.

In the event the Contractor elects to exercise the "Bonus Payment" provision, should this provision conflict with any other provision of the Contract, the Contract shall be interpreted in accordance with this provision.

As to any Contract Work Item provided for herein, the Contractor will remain responsible for all such work and the continued maintenance thereof until such date as the Department final accepts all Work under the Contract in accordance with 5-11, and without regard to whether the Department has provided written verification of completion or not, and without regard to whether any "Bonus" was earned or elected hereunder.

**8-13.1 Incentive - Disincentive.**  
**(REV 2-9-06) (FA 4-25-06) (1-07)**

The Department desires to expedite construction on this Contract to minimize the inconvenience to the traveling public and to reduce the time of construction. In order to achieve this, incentive - disincentive provisions are established for the Contract Work Items described below. The total combined incentive payment(s) or disincentive deduction(s) shall not exceed \$ \_\_\_\_\_.

Contract Work Item	Incentive – Disincentive Completion Date	Incentive – Disincentive Daily Amount	Incentive – Disincentive Total Amount
Usage- describe work and tie to the plans	Alt 1 Calendar days from commencement of Contract Time.  Alt 2 Date	(Amount)	(Amount)
Example: Complete project in accordance with 5-11	Alt 1 Calendar days from commencement of Contract Time.  Alt 2 Date	(Amount)	(Amount)

The Department will pay the Contractor an “incentive payment” in the amount of the “Incentive-Disincentive Daily Amount” as set forth above for each calendar day the actual completion date of the “Contract Work Item” as set forth above precedes the “Incentive – Disincentive Completion Date” as set forth above, and as determined by the Engineer and subject to the conditions precedent set forth below. For purposes of the calculation and the determination of entitlement to the “incentive payment” stated above, the “Incentive-Disincentive Completion Date” will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency).

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, 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, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor’s operations, or other such events, forces or factors sometimes experienced in highway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not

extend the “Incentive – Disincentive Completion Date” for the purposes of calculation “incentive payment” as set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor’s work to overcome or absorb such delays or events in an effort to complete the Contract by the “Incentive-Disincentive Completion Date”, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor’s operations on the Contract, the Contractor and the Department shall agree as to the number of calendar days to extend the “Incentive-Disincentive Completion Date” so that such extended “Incentive-Disincentive Completion Date” will be used in calculation of the “incentive payment”. In the event the Contractor and Department are unable to agree to the number of calendar days to extend the “Incentive-Disincentive Completion Date”, the Department will unilaterally determine the number of calendar days to extend the “Incentive-Disincentive Completion Date” reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Department was arbitrary or without any reasonable basis.

However, notwithstanding anything above to the contrary, upon the Contractor’s written request being made directly to the Chief Engineer, with copies provided to both the Resident Construction Engineer and the District Construction Engineer, the Department reserves unto the Chief Engineer, in his sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to either fully enforce the above provisions with no modification, modify the “Incentive-Disincentive Completion Date” by moving it, or both modify the “Incentive-Disincentive Completion Date” by moving it and also modify the “incentive payment” amount by reducing it.

No modification of an “Incentive-Disincentive” provision will be considered by the Chief Engineer for any impacts whatsoever, beyond the reasonable control of the Contractor, for which the effect results in a time extension of less than 15% of the time remaining in the period from the first day of occurrence of such impact to the “Incentive-Disincentive Completion Date”. Furthermore, as to any such impact, for which the effect results in a Time Extension of 15% or more of the time remaining in the period from the first day of occurrence of such impact to the “Incentive-Disincentive Completion Date”, no modification of an “Incentive-Disincentive” provision will be considered by the Chief Engineer unless the Contractor clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the achievement of the “incentive payment”. This would include the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work so as to still achieve the “incentive payment,” and that, but for this impact, the Contractor would have otherwise earned the “incentive payment” provided in the original Contract. Also, to the extent the request is not submitted in writing to the Chief Engineer within not less than twenty (20) calendar days prior to the original “Incentive-Disincentive Completion Date”, the Contractor must also continue to aggressively, efficiently, and effectively pursue the completion of the “Incentive-Disincentive” work. This would include the utilization of any and all reasonably available means and methods to overcome all impacts and accelerate the work, until a determination is made by the Chief Engineer or twenty (20) calendar days has expired since such written request was received. There shall be no right of any kind on behalf of the Contractor to

challenge or otherwise seek review or appeal, in any forum, of any determination made by the Chief Engineer under this provision.

The Contractor shall have no rights under the Contract to make any claim arising out of this incentive payment except as is expressly set forth in this Article.

As conditions precedent to the Contractor's entitlement to any "Incentive payment" the Contractor must:

(1) Deliver in-hand to the Department any and all claims in full accordance with 5-12.3 and subject to the limitations therein, no later than 60 days after completion of the work on which such claim is based and tentatively schedule a Disputes Review Board hearing while awaiting Department review and response to any such claim. Furthermore, as to any such 5-12.3 claims for which the Disputes Review Board has determined entitlement, but both parties have not reached an agreement on monetary compensation prior to final acceptance, and also as to those 5-12.3 claims pending at or submitted after final acceptance, tentatively schedule a Disputes Review Board hearing within 60 calendar days after the final acceptance date while awaiting Department review and response to any such claim. The sole forum for final determination as to both entitlement and amount of monetary compensation, if not otherwise mutually resolved, or otherwise agreed, shall be the Disputes Review Board.

(2) Actually complete the "Contract Work Item" and obtain written verification of the actual completion date from the Engineer on or before the "Incentive-Disincentive Completion Date".

(3) Not later than 60 days after verification of the actual "Incentive-Disincentive Completion Date" by the Department, the Contractor must either (a) elect to be paid the "incentive payment" pursuant to (4) below, or (b) notify the Department in writing that the Contractor is electing to be paid the "incentive payment" and is reserving one or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes Review Board. The determinations of the Disputes Review Board as to any such 5-12.3 claims will be fully binding on both the Department and the Contractor, with no right of any kind of challenge, review or appeal, in any forum, by either party. Further, under (b) herein, any previous Disputes Review Board determinations on any such 5-12.3 claims issues shall then be fully binding and not subject to reconsideration by the Disputes Review Board, regardless of whether either party has previously rejected or otherwise not accepted one or more such recommendations at the time such were rendered.

(4) The Contractor shall notify the Department in writing, within 60 days of receiving written verification of the actual completion date of the Contract Work Item by the Engineer per (2) above, that the Contractor elects to be paid the incentive payment which the Contractor is eligible to be paid based on the actual "Incentive-Disincentive Completion Date", and such written notice shall constitute a full and complete waiver, release and acknowledgment of satisfaction by the Contractor of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the Department, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the Contractor has or may have as to work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers or subcontractors or other Contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of the Contractor's

operations, extended or unabsorbed home office or job site overhead, lump sum maintenance of traffic adjustments, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the "Contract Work Item" up to and including the date of the applicable "Incentive-Disincentive Completion Date". This waiver, release and acknowledgment of satisfaction shall be all-inclusive and absolute, save and except any routine Department final estimating quantity adjustments.

Should the Contractor fail to actually complete the Contract Work Item and obtain written verification of the actual completion date from the Engineer prior to the "Incentive - Disincentive Completion Date", or should the Contractor, having done so, fail to timely request the "incentive payment" for any reason, and including but not limited to the Contractor choosing not to either reserve on or more outstanding 5-12.3 claims for final and fully binding determination by the Disputes Review Board as set forth in (3)(b) above, or to fully waive, release and acknowledge satisfaction as set forth in (4) above, the Contractor shall have no right to any payment whatsoever under this Article. Notwithstanding the Contractor's election or non-election of the "incentive payment" under this provision, the disincentive provision applies to all circumstances where the work in the Contract is not verified as completed by the Engineer in writing by the Allowable "Incentive - Disincentive Completion Date".

Should the Contractor fail to complete the Contract Work Item on or before the Allowable "Incentive - Disincentive Completion Date", as adjusted in accordance with the provisions of 8-7.3, the Department shall deduct the "Incentive-Disincentive Daily Amount" for each calendar day completion exceeds the Allowable "Incentive - Disincentive Completion Date", from monies otherwise due the Contractor. The term Allowable "Incentive - Disincentive Completion Date" as used in this Article shall mean the "Incentive - Disincentive Completion Date" plus adjustments pursuant to 8-7.3. This deduction shall be the disincentive for the Contractor's failing to timely complete the Contract Work Item. Article 8-10 relating to liquidated damages remains in effect and is applicable.

In the event the Contractor elects to exercise the "incentive payment" provision, should this provision conflict with any other provision of the Contract, the Contract shall be interpreted in accordance with this provision.

As to any Contract Work Item provided for herein, the Contractor will remain responsible for all such work and the continued maintenance thereof until such date as the Department final accepts all Work under the Contract in accordance with 5-11, and without regard to whether the Department has provided written verification of the actual completion date or not, and without regard to whether any "incentive payment" was earned or elected hereunder.

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

**(REV 11-4-16) (FA 1-6-17) (1-19)**

SUBARTICLE 9-1.3 is deleted and the following substituted:

**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.

ARTICLE 9-2 is deleted and the following substituted:

### **9-2 Scope of Payments.**

**9-2.1 Items Included in Payment:** Accept the compensation as provided in the Contract Documents as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of Division I.

The Contract Lump Sum Price will include overhead, profits, and direct and indirect costs required to complete the project except as described below.

**9-2.1.1 Fuels:** On Contracts with an original Contract Time in excess of 120 calendar days, the Department will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price prevailing in the month when bids were received (BFP), and then only on the portion that exceeds 5%.

The Contractor will certify the number of gallons of fuel (gasoline and/or diesel) used on this Contract during the period represented by each Contractor's Certified Monthly Estimate.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the Department. These average indexes shall be determined by



averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the State Construction Office website before the 15<sup>th</sup> of each month at the following URL:

<http://www.fdot.gov/construction/fuel&Bit/Fuel&Bit.shtm>.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for fuel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 0.95 P_b)$  during a period of decreasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract.

When fuel prices have increased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 1.05 P_b)$  during a period of increasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract.

Gallons will be derived only from the established Standard Fuel Factor list posted on the State Construction Office website at the following URL:

<http://www.fdot.gov/construction/fuel&Bit/Fuel&Bit.shtm>.

The Department will provide a computer application that will calculate and print the gallons of gasoline and/or diesel for the items that these factors represent. The Contractor will attach this worksheet and record these gallons on the Contractor's Certified Monthly Estimate as required in 9-11.3.

Payment will be based on the quantities shown on the Contractor's Certified Monthly Estimate on all items for which established standard fuel factors are posted on the State Construction Office website at the following URL:

<http://www.fdot.gov/construction/fuel&Bit/Fuel&Bit.shtm>.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

**9-2.1.2 Bituminous Material:** Prepare a Contractor's Certification of Quantities, using the Department's current approved form for Superpave Asphalt Base, Turnout Construction (Asphalt), Asphalt Treated Permeable Base, Superpave Asphaltic Concrete, Miscellaneous Asphalt Pavement, Asphalt Concrete Friction Course, and Asphalt Membrane Interlayer items. On Contracts having an original Contract Time of more than 365 calendar days,

or more than 5,000 tons of asphalt concrete, the Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the State Construction Office website before the 15<sup>th</sup> day of each month at the following URL:  
<http://www.fdot.gov/construction/fuel&Bit/Fuel&Bit.shtm>.

The Department will provide a computer application that will calculate and print the number of gallons of bituminous material for the items that these factors represent. The Contractor will attach this worksheet and record these gallons on the Contractor's Certified Monthly Estimate as required in 9-11.3.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{gallons})$$

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid and month of this progress estimate.

For all asphalt concrete, the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 pounds per gallon.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

### **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**

<b>Item Description</b>	<b>Unit</b>	<b>Unit Prices</b>

**9-2.2.2 Asphalt Pay Adjustments:** Asphalt pay quantity adjustments apply to asphalt items listed in Sections 234, 334, 337 and 339.

For each 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  $G_{mm}$  stated in 334-1.4 (design  $G_{sb}$  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, 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. Any quantity over the adjusted quantity shall not be paid.

**9-2.2.3 Asphalt Overbuild:** Where overbuild is called for in the Plans for the correction of cross-slope, the Engineer will make an adjustment in payment should the quantity of material placed be less than the adjusted quantity as calculated in 9-2.2.2. In addition, should the material placed exceed the adjusted quantity with no negative effect to the correction of cross-slope, an upward adjustment will be made representing the additional material placed. Adjustments in pay will be determined by subtracting the adjusted quantity from the quantity placed, then multiplying by the unit prices as shown in Table 9-2.

**Table 9-2**

Item Description	Unit	Unit Prices

An average spread rate, per calculations as specified in 9-2.2, will be used to determine verification of the required amount of asphalt for the project.

**9-2.2.4 Foundations:** Adjustment in the lump sum payment will be made for actual quantities installed of piling and drilled shafts, as additions or deletions for the total project quantity determined from the pile/drilled shaft elevations shown in the Contract Documents.

The Engineer will base all adjustments in payment on the unit prices as shown in Table 9-3.

**Table 9-3**

Item Description	Unit	Unit Prices

Payment listed above for Piling and Drilled Shafts includes all work required to install the foundation element to the required capacity/depth.

**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 346, Developmental Specification Section 330, and Developmental Specification Section 350.

**Table 9-4**

Item Description	Unit	Unit Prices

Table 9-4

Item Description	Unit	Unit Prices

#### 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. The negative adjustment will be processed in accordance with 4-3.2.

ARTICLE 9-3 is deleted.

SUBARTICLE 9-5.5.2 is deleted and the following substituted:

**9-5.5.2 Partial Payment Amounts:** The following partial payment restrictions apply:

1. Partial payments less than \$5,000 for any one month will not be processed.
2. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

SECTION 9 is expanded by the following new Article:

#### 9-11 Submittals.

**9-11.1 Submittal Instructions:** The Contractor will prepare a monthly estimate for each project in the Contract. Submit the Contractor's monthly estimate to the Engineer. The Engineer will not pay for any item of work until the Contractor's monthly estimate is approved.

**9-11.2 Schedule of Values:** Within 21 calendar days after contract award or at the preconstruction conference, whichever is earlier, prepare and submit a schedule of values to the Engineer for approval prior to invoicing. Assign the schedule of values to the scheduled work activities in the project schedule with the total being the lump sum contract amount.

The schedule of values will be the basis for determining monthly payments. Quantities will be compared with the project schedule to determine the percentage earned. The percentage shall be that portion of the work completed as compared to the total work contracted.

**9-11.3 Contractor's Certified Monthly Estimate:** The Contractor must make a request for payment by submitting a monthly estimate, no later than 12 O'clock noon, Monday, after the

estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. The Contractor's Certified Monthly Estimate must consist of the following:

1. Contract Number, Financial Project Identification Number, Estimate Number, Monthly Estimate Date and the period that the monthly estimate represents.

2. The basis for arriving at the amount of the monthly estimate including approximate quantities of work completed, less payments previously made and less an amount previously retained or withheld.

3. Contract Summary showing the percentage of dollar value of completed work based on the present Contract amount and the percentage of days used based on the present Contract Days.

4. Certify the number of gallons of gasoline used during the monthly estimate period.

5. Certify the number of gallons of diesel used during the monthly estimate period.

6. Certify the number of gallons of bituminous material used during the monthly estimate period.

7. Certify weight of steel for indexed items.

**9-11.4 Payment to the Contractor:** Upon receipt of the Contractor's monthly estimate and approval by the Engineer, payment will be made, less an amount retained or withheld per provisions included in the Contract. The monthly payments will be approximate only and will be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor and to correction in the subsequent estimates and the final estimate and payment process.

**CLEARING AND GRUBBING - REMOVAL OF EXISTING BRIDGES –  
GENERAL.**

**(REV 9-10-07) (FA 2-15-08) (1-19)**

SUBARTICLE 110-6.1 is expanded by the following:

The debris from bridge number [REDACTED] on this Contract is designated to be delivered to [REDACTED]. This agency has requested delivery of the bridge debris to [REDACTED] which is [REDACTED] miles from the project site. Assume sole responsibility for the coordination and delivery of the debris to the designated location, at no cost to the Department. Upon receipt of the debris, the receiving agency is responsible for additional costs of processing, delivery, placement and use of the material and assumes legal and permitting responsibility for the placement of the debris. Payment for delivery of the debris to the designated location is included in the cost for demolition.

**CLEARING AND GRUBBING - REMOVAL OF EXISTING BRIDGES – ASBESTOS CONTAINING MATERIALS (ACM) IDENTIFIED PRIOR TO THE WORK.**  
**(REV 11-10-16) (FA 1-26-17) (1-19)**

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 in 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: <https://ftp.fdot.gov/public/folder/HkSWIK59G0qRNsAJUh3xXg/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 in 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.

**CLEARING AND GRUBBING (MATERIAL FOR REEF ESTABLISHMENT).  
(REV 7-10-95) (FA 6-21-99) (1-19)**

SUBARTICLE 110-11.7 is expanded by the following:

When direct payment is provided in the Contract, the cost of transporting materials removed from the existing structure for reef construction will be paid for at the Contract lump sum price for Transport Existing Materials for Reef Establishment. Price and payment will include all cost of transporting and placing materials, anchor, cables, Coast Guard approved lighted buoy, and incidental items required.

SUBARTICLE 110-12.8 is expanded by the following new pay items:

Item No. 110-84 - Transport Existing Material for Reef Establishment - lump sum.



## **EXCAVATION AND EMBANKMENT - DESCRIPTION - IDENTIFIED AREAS OF CONTAMINATION.**

**(REV 11-10-16) (FA 1-26-17) (1-19)**

ARTICLE 120-1 is expanded by the following new Subarticle:

**120-1.3 Identified Areas of Contamination:** Certain area(s) within the limits of this project have been identified as contaminated and are delineated in the Plans. The contamination type and levels, when known, are in the specifications or in a contamination assessment report posted on the Department's website at the following URL address:  
<https://ftp.fdot.gov/public/folder/HkSWIK59G0qRNsAJUh3xXg/permitsandorutilityworkschedules>.

The Department will have a Contractor qualified to perform contamination assessment and remediation working in the designated contamination areas under separate Contract (Contamination Assessment/Remediation Contractor - CAR Contractor) whose activities may include but not be limited to the following types of work:

1. Soil sampling.
2. Earth work.
3. Operating scientific field testing equipment.
4. Installation and operation of equipment for dewatering.
5. Installing sheet pile for cofferdams.
6. Treatment of water to remove any contaminants.

A staging area may be required to facilitate the CAR Contractor's operations and will be designated.

Where contamination assessment or remediation work is done simultaneously with the highway construction Contract, the assessment/remediation 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 assessment/remediation work expeditiously will be established at the preconstruction conference. The Prime and the 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 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 in the Plans or in specified contaminated areas or staging areas reserved for the CAR Contractor until the established schedule dictate, unless agreed to by the CAR Contractor beforehand. Provide access to the aforementioned sites at all times during the assessment/remediation work phase. Resume normal operations in the designated area once the contamination is removed and notice to proceed is issued by the Engineer.

Pay particular attention to the provisions of 8-4.4 dealing with Coordination with other Contractors.

## **MILLING OF EXISTING ASPHALT PAVEMENT.**

**(REV 8-31-99) (FA 2-14-00) (1-19)**

ARTICLE 327-1. The third paragraph is deleted and the following substituted:

For this Contract, the Department will retain ownership of   of the milled material. Haul and stockpile the material to remain the property of the Department at the location shown in the Plans. The Contractor will take ownership of any milled material not to be retained by the Department.

ARTICLE 327-6 is deleted and the following substituted:

### **327-6 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section, including hauling and stockpiling the material at the location shown in the Plans, and hauling off or otherwise disposing of any milled material not to be retained by the Department.

Payment will be made under:

Item No. 327- 70- Milling Existing Asphalt Pavement - per square yard.

**MILLING OF EXISTING ASPHALT PAVEMENT - EQUIPMENT.**  
**(REV 12-1-93) (1-19)**

ARTICLE 327-2 is expanded by the following:

For this project, remove the existing asphalt from bridge decks and approach slabs using a motor grader in lieu of a milling machine.

Ensure that the removal method does not damage the underlying deck and approach slab surfaces or joints.

## **HOT MIX ASPHALT - GENERAL CONSTRUCTION REQUIREMENTS.**

**(REV 2-22-18) (FA 2-22-18) (1-19)**

SUBARTICLE 330-8.2 is deleted and the following substituted:

**330-8.2 Transverse Joints:** Place the mixture as continuously as possible to minimize transverse joints. When constructing permanent transverse joints, meet the surface requirements as defined in 330-9.4.3. Construct temporary transverse joints in such a manner to allow traffic to pass over it. When resuming the paving operation, construct a transverse joint by cutting back on the previously placed pavement at a location where the straightedge requirements are met. At the project limits, tie into the adjoining pavement layers as shown in the Plans.

SUBARTICLE 330-9.4 is deleted and the following substituted:

**330-9.4 Pavement Smoothness:** Construct a smooth pavement meeting the requirements of this Specification.

**330-9.4.1 Process Control Testing:** Assume full responsibility for controlling all paving operations and processes such that the requirements of these Specifications are met at all times.

**330-9.4.2 Laser Acceptance:** Acceptance testing for pavement smoothness of the friction course for mainline traffic lanes will be based on the laser profiler using the International Roughness Index (IRI) as defined in ASTM E1926. Areas not suitable for testing with the laser profiler will be QC tested and accepted with the straight edge in accordance with 330-9.4.3.

The pavement smoothness of each lane will be determined by a laser profiler furnished and operated by the Department in accordance with FM 5-549 and a report issued with the IRI reported to whole numbers.

For acceptance testing purposes, the pavement will be divided into LOTs. A LOT is defined as anything less than or equal to 0.1 mile and greater than or equal to 0.01 mile.

**330-9.4.2.1 Evaluation Process:** As soon as the friction course to be placed is scheduled, notify the Engineer. A minimum of 10 calendar days from notification is needed for the Department to schedule the equipment. Prior to testing and for the full project limits, ensure all lanes are open, free from obstructions, and all debris is removed from roadway.

**330-9.4.2.2 Acceptable Pavement:** If the initial ride acceptance test shows all project LOTs to be less than or equal to 95 IRI, LOT incentive/disincentive pay will be calculated as described in 330-9.4.2.4.

**330-9.4.2.3 Unacceptable Pavement:** If any LOT in the project has an IRI greater than 95, the project data will be reprocessed using continuous analysis to define the limits of the unacceptable pavement.

For unacceptable LOTs, the limits of unacceptable pavement are defined as those areas of pavement 50 feet either side of where the continuous plot line exceeds 95 IRI. The limits of unacceptable pavement may extend into neighboring LOTs.

For unacceptable LOTs at either end of the project:

1. If the continuous analysis ends above 95 IRI 0.05 miles from the end of the project, then the corrective action limits will extend to the end of the project.

2. If the continuous analysis ends at or below 95 IRI 0.05 miles from the end of the project, then the corrective action limits are defined above.

For unacceptable LOTs at breaks in paving such as bridges:

1. If the continuous analysis ends above 95 IRI 0.05 miles from the break in paving, then the corrective action limits will extend from the break in paving to a point as defined above.

2. If the continuous analysis ends at or below 95 IRI 0.05 miles from the break in paving then the pavement will be left in place with the appropriate disincentive applied.

3. If any LOTs with an IRI greater than 95 are left in place, they will be paid at maximum disincentive

Address all areas of unacceptable pavement in accordance with 330-9.5.

As soon as all corrections are scheduled, notify the Engineer. A minimum of 10 calendar days from notification is needed for the Department to schedule the equipment. Prior to testing and for the full project limits, ensure all lanes are open, free from obstructions, and all debris is removed from roadway.

Repeat this process as necessary until all LOTs have an IRI less than or equal to 95 at which time, incentive/disincentive will be calculated for the project as described in 330-9.4.2.4.

**330-9.4.2.4 Calculating Incentive/Disincentive:** For all LOTs, pay adjustment incentive/disincentive will be based on the dollar value corresponding to each LOT's IRI shown in Table 330-5

Incentive/disincentive will be determined from the initial test for all LOTs less than or equal to 95 IRI and that were not affected by remove and replace corrections.

Incentive/disincentive for any LOTs affected by remove and replace corrections will be determined from the final acceptance run (once at or below 95 IRI).

LOT incentive / disincentive for a project will be calculated once all project LOTs are less than or equal to 95 IRI as follows:

$$\text{LOT incentive/disincentive} = \frac{\text{LOT Pay Adjustment} * \text{LOT length (miles)}}{0.1}$$

Project incentive/disincentive is the sum of the incentives / disincentives of all LOTs in the project.

Total project incentive shall not exceed 5% of the FC-5 price.

Total project disincentive shall not result in payment less than 80% of the FC-5 price.

The FC-5 price is the bid unit price times the pay quantity of FC-5 (as determined in accordance with 337-11). For lump sum projects, the FC-5 price is the unit price determined using the six month statewide pay item average for the six months prior to the letting date for this Contract times the pay quantity of FC-5 (as determined in accordance with 9-2).

**330-9.4.2.5 Project Level Consistency Incentive:** If all project LOTs are less than or equal 55 IRI, the project will earn an additional 3% incentive based on the FC-5

price. The FC-5 price is described in 330-9.4.2.4. The project level consistency incentive is in addition to the project incentive outlined in 330-9.4.2.4.

Table 330-5 Laser Acceptance Tolerance					
LOT IRI	LOT Pay Adjustment	LOT IRI	LOT Pay Adjustment	LOT IRI	LOT Pay Adjustment
≤ 30	\$260	56	-\$20	76	-\$420
31	\$240	57	-\$40	77	-\$440
32	\$220	58	-\$60	78	-\$460
33	\$200	59	-\$80	79	-\$480
34	\$180	60	-\$100	80	-\$500
35	\$160	61	-\$120	81	-\$520
36	\$140	62	-\$140	82	-\$540
37	\$120	63	-\$160	83	-\$560
38	\$100	64	-\$180	84	-\$580
39	\$80	65	-\$200	85	-\$600
40	\$60	66	-\$220	86	-\$620
41	\$40	67	-\$240	87	-\$640
42	\$20	68	-\$260	88	-\$660
		69	-\$280	89	-\$680
43 – 55	Full Pay	70	-\$300	90	-\$700
		71	-\$320	91	-\$720
		72	-\$340	92	-\$740
		73	-\$360	93	-\$760
		74	-\$380	94	-\$780
		75	-\$400	95*	-\$800

\*LOTs > 95 IRI left in place receive -\$800 LOT pay adjustment.

**330-9.4.3 Straightedge Acceptance:** Furnish a 15 foot manual and 15 foot rolling straightedge meeting the requirements of FM 5-509 for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, ramps, acceleration/deceleration lanes, and other areas not suitable for testing with the laser profiler. Perform all straightedge testing in accordance with FM 5-509 in the outside wheel path of each lane. Notify the Engineer of the location and time of straightedge testing a minimum of 48 hours before beginning testing. The Engineer will verify the straightedge testing by observing the QC straightedging operations. Address all deficiencies in excess of 3/16 inch in accordance with 330-9.5.

**330-9.4.3.1 Straightedge Exceptions:** Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of

the Contractor, as determined by the Engineer. In addition, the Engineer may also waive the straightedging requirements on ramps and superelevated sections where the geometrical orientation of the pavement results in an inaccurate measurement with the rolling straightedge.

SUBARTICLE 330-9.5.1 is deleted and the following substituted:

**330-9.5.1 Corrections:** Correct all areas of unacceptable pavement at no cost to the Department. Retest all corrected areas and ensure the requirements of these Specifications are met. For those areas corrected as a result of 330-9.4, the Department will retest all corrected areas to ensure the requirements of these Specifications are met.

Correct all areas of unacceptable pavement, as well as straightedge deficiencies in the friction course or final surface layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective or unacceptable area for the full width of the paving lane.

As an exception, the Engineer may allow the Contractor to leave these areas in place if it is determined by the Engineer that the deficiency or unacceptable area is not a significant detriment to the pavement quality. For straightedge deficiencies, a reduction to the pay item quantity will be made in accordance with 330-9.5.2. For unacceptable IRI areas, a pay reduction will be made using the formula in 330-9.4.2.4 where LOT length will be calculated as the sum of the lengths of all LOTs with an IRI greater than 95 and LOT pay adjustment will be the maximum disincentive shown in Table 330-5.

**CEMENT CONCRETE PAVEMENT (COLORED CONCRETE).**  
**(REV 5-11-16) (FA 5-12-16) (1-19)**

ARTICLE 350-1 is expanded by the following:

Construct colored portland cement concrete pavement as shown in the Plans.

ARTICLE 350-2 is deleted and the following substituted:

**350-2 Materials.**

**350-2.1 General:** Meet the following requirements:

Concrete, Class I or Class I (Pavement) .....	Section 346
Grinding Concrete Pavement .....	Section 352
Curing Materials .....	Section 925
Embedded Items.....	Section 931
Joint Seal .....	Section 932

For concrete pavement placed using the slip-form method of construction, utilize Concrete Class I (Pavement). For concrete pavement placed by hand in constructed forms, utilize Concrete Class I or Concrete Class I (Pavement). LOT size for the use of either material shall be as stated in Section 346 for Concrete Class I (Pavement).

**350-2.2 Colored Concrete Pavement:** Add coloring agents to the concrete mix in accordance with the manufacturer's recommendations.

Use a mineral oxide containing no calcium chloride. Use only non-fading, finely ground synthetic coloring agents that are lime proof and UV resistant. The mineral oxide must closely match the Federal Standard 595C Color number shown in the Plans and conform to the requirements of ACI 303.1, ASTM C979, and ASTM C494. Submit to the Engineer a certificate from the manufacturer attesting that the color agents meet the requirements of this Subarticle.

ARTICLE 350-10 is deleted and the following substituted:

**350-10 Final Finish.**

**350-10.1 Finishing:** As the water sheen disappears from the surface of the pavement and just before the concrete achieves its initial set, drag a seamless length of damp burlap that extends the full width of the strip of the constructed pavement, longitudinally along the surface to produce a uniform gritty texture.

Use a burlap drag that consists of two layers of medium weight burlap with the trailing edge of the lower layer extending approximately 2 inches behind the upper layer. Support the burlap drag in a manner so that a length of at least 3 feet of burlap is in contact with the pavement.

Except in areas where using hand methods to construct the pavement, support the lead end of the burlap drag by a traveling bridge. Maintain the drag clean and free from encrusted mortar. Replace the burlap with new material as necessary.

**350-10.2 Edging:** After applying the final finish, but before the concrete has become nonplastic, carefully round the edges to a 1/4 inch radius on each side of transverse expansion



joints and construction joints and along any structure extending into the pavement. Produce a well-defined and continuous radius, and obtain a smooth, dense mortar finish. Completely remove all concrete from the top of the joint filler.

Check all joints with a straightedge before the concrete has become nonplastic, and, if one side of the joint is higher than the other or the entire joint is higher or lower than the adjacent slabs, make corrections as necessary.

**350-10.3 Colored Concrete Pavement:** Imprint concrete as shown in the Plans. If no imprint finish is shown in the Plans, finish in accordance with this Article.

## INTEGRAL PILE AND COLUMN JACKETS.

(REV 1-7-16) (FA 1-14-16) (1-19)

The following new Section is added after Section 455:

### SECTION 457 INTEGRAL PILE AND COLUMN JACKETS

#### 457-1 Description.

Furnish, fabricate and install an integral pile and column jacket in accordance with the Contract Documents.

#### 457-2 Materials.

**457-2.1 Stay-In-Place Forms:** Use forms composed of a durable, inert, corrosion resistant material with an interlocking joint along one or two sides that permits the form to be assembled and sealed in place around the pile or column. Fabricate the forms from glass or carbon fibers and polyester or vinylester resins. Provide jackets with a minimum thickness of 1/8 inch with a minimum thickness at the corners of 3/16 inch and dimensions as shown in the Contract Documents. Ensure the form is capable of maintaining its original shape without additional support or damage when placed around a pile. Ensure the inside face of the form has no bond inhibiting agents in contact with the filler material. Provide the forms with bonded or bolted-on, non-metallic, adjustable standoffs to maintain the forms in the required positions. Sandblast or score the inside surface of the forms with an abrasive material to provide a rough surface texture and ensure bond with the filler material. Equip the forms with a compressible sealing strip at the bottom which will effectively seal the annular space between the pile or column and the form. Use non-metallic hardware for pumping ports when these are provided. Fabricate the jacket form in a workmanlike manner and have it inspected and approved by the Engineer prior to placement. Remove from the project any jacket form that has been rejected.

The forms shall meet the following physical property requirements of Table 1:

Table 1: Physical Requirements of Stay-In-Place Forms	
Water Absorption (ASTM D 570)	1% maximum
Ultimate Tensile Strength (ASTM D 638)*	9,000 psi minimum
Flexural Strength (ASTM D 790)*	16,000 psi minimum
Modulus of Elasticity (ASTM D 790)	700,000 psi minimum
IZOD Impact (ASTM D 256)	15 lb/inch minimum (unnotched specimen)
Barcol Hardness (ASTM D 2583)	45 minimum
Color: Similar to Federal Color Standard No. 595, Table VII, Shade No. 36622. The color must be integral in the form gel coat.	
* On original specimens whose flat surfaces are not machined to disturb the fiberglass.	

**457-2.2 Anode Material:** Use expanded mesh anodes pre-installed inside the form by the manufacturer when cathodic protection integral pile or column jackets are specified. Use anode type and configuration shown in the Contract Documents. If galvanic anodes are used, place the anodes in direct contact with the inside face of the form.

**457-2.3 Fillers:** Use portland cement grout fillers for non-structural jackets and concrete fillers for structural jackets unless otherwise specified in the Contract Documents.

**457-2.3.1 Portland Cement Grout:** Use a mix design of portland cement, fine aggregate, water and an admixture containing a minimum of 940 pounds of cementitious material per cubic yard. Up to 30%, by weight of cement, may be replaced by fly ash for standard pile jackets. Do not use fly ash, slag, or silica fume for cathodic protection jackets unless specified in the Contract Documents.

Use silica sand fine aggregate meeting the requirements of Section 902.

Use portland cement meeting the requirements of Section 921.

Use admixtures meeting the requirements of Section 924, ASHTO M194,

Types A and D.

Use air-entraining admixtures meeting the requirements of Section 924 and containing no chlorides or other salts corrosive to metals.

Use fly ash meeting the requirements of Section 929, ASTM C618, Type F, except that loss on ignition shall not exceed 4%.

Provide a grout filler mix with a minimum compressive strength of 5,000 psi at 28 days and a slump of 7 inches to 9 inches. Submit the design mix to the Engineer for approval by the Department before placing any grout filler.

**457-2.3.2 Class IV Concrete:** Use Class IV Concrete meeting the requirements of Section 346 with an adjusted slump of 7 inches to 9 inches. Reduced size coarse aggregate may be used as approved by the Engineer. Do not use fly ash, slag, or silica fume for cathodic protection jackets.

Submit the design mix to the Engineer for approval by the Department before placing any concrete filler.

**457-2.3.3 Special:** When specified, furnish special fillers in accordance with the Contract Documents. Submit test results and documentation that demonstrate the material meets the requirements for the project. Use materials meeting the requirements of 930-7 when cementitious pre-bagged fillers are specified.

**457-2.3.4 Chlorides:** Total amount of chlorides for jacket fillers shall not exceed 0.4 pounds per cubic yard of filler after placement. Total amount of chloride will be tested at a random basis as directed by the Engineer.

**457-2.4 Water:** Use water that meets the requirements of Section 923 for all filler mixing. Use potable water for cleaning, rinsing, or any other application that requires direct contact with the piles.

**457-2.5 Reinforcing Steel:** Use reinforcing steel meeting the requirements of Section 415 for all structural jackets.

**457-2.6 Materials Certification and Testing.**

**457-2.6.1 Certification:** For materials other than those for portland cement grout and Class IV concrete, submit a certificate to the Engineer certifying that the materials furnished meet all the requirements of this Section and conform in all respects to the materials tested. Attach current test reports to the certificate.

Submit certified test results of the chemical composition of the anode and submit a manufacturer certification stating that the dimensions and physical characteristics of the anode meet the requirements of the Contract Documents when cathodic protection jackets are specified.

**457-2.6.2 Testing:** No test report for tests made more than two years prior to shipment will be accepted for the form material.

Test materials for portland cement grout and Class IV concrete as required in Section 346 for approved design mixes. Perform sampling and testing using Quality Control technicians meeting the requirements of Section 105.

Test properties of materials for other cement based fillers allowed under 457-2.3.3 same as required for the Department approved design mixes. Test the materials at a frequency of one set of tests per load of the mixer. For each set of tests, cast three 4 inch by 8 inch cylinders for compressive strength testing at the required test date. The Engineer may adjust the frequency of testing based on consistency of the mixes. Conduct a field verification mix prior to commencing the jacket installation. Cure samples of cement based materials in accordance with ASTM C31.

Hardened concrete or grout will be accepted on the basis of strength test results as defined in this Section. Test the laboratory cured samples for compressive strength at 28 days in a laboratory meeting and maintaining at all times the qualification requirements listed in 105-6.

### **457-3 Construction.**

**457-3.1 Shop Drawings:** Submit shop drawings and obtain approval prior to field installation. Submit shop drawings showing locations of standoff spacers, method of fastening jacket form to piling, method of sealing the form after assembly, and method for bracing during placement of filler. Include details of access holes, fiberglass caps, method of securing anode from movement, and methods for placing the filler and cutting and sealing the pumping ports.

**457-3.2 Surface Preparation:** Remove all cracked or delaminated concrete and excavate to a depth of 3/4 inch to 1 inch behind the exposed reinforcement. Limit the size of chipping hammers to 20 pounds unless otherwise approved by the Engineer. Thoroughly clean all pile/column surfaces that the jackets will cover. Remove all oil, grease, dirt, broken concrete, marine growth and any other deleterious material that could prevent proper bonding. Sandblast all exposed reinforcing steel to SSPC-SP10, near white, per the Society of Protective Coatings, to remove all rust and scale before installing the pile jacket. Water blast or mechanically clean reinforcing steel exposed under water by methods and with equipment approved by the Engineer. Clean existing concrete surfaces by sandblasting, wet blasting, wire brushing, water laser, or other methods approved by the Engineer which will yield an equivalent result. Do not place the form until the surface preparation has been approved by the Engineer.

**457-3.3 Cathodic Protection:** Provide connection to the reinforcement for cathodic protection integral pile jackets inside the jacket limits unless otherwise specified in the Contract Documents. Use connection methods and materials in accordance with the Contract Documents.

**457-3.4 Form Placement:** Place the fiberglass form in position around the pile; secure and seal the interlocking joints, and seal the bottom of the form against the pile surface with the compressible seal and an APL listed epoxy mastic suitable for underwater application. Adjust stand-offs as necessary to prevent misalignment and install temporary hard backing to prevent deformation of the jacket. Place a temporary plastic wrap around the form prior to placement of the hardbacking to protect the gel coat.

**457-3.5 Filler Placement:** Wet to saturation the surface of the existing concrete immediately prior to placing the filler. Place the filler in one continuous pour at no more than 72 hours after surface preparation. Fill the annulus between the pile or column and jacket form

following the jacket manufacturer's instructions and the Contract Documents. Do not drop filler material into forms higher than five feet or into forms containing water. Prevent contamination of the filler during placement and provide internal or external vibration to ensure proper consolidation.

Cure filler for a minimum of 96 hours before removing any external bracing. Remove any filler or other extraneous material from the exterior surface of the form and clean the form without damaging the fiberglass or gel coat resin. Cut pumping ports flush with the surface of the jacket and seal opening with an APL listed epoxy.

**457-4 Method of Measurement.**

The quantities to be paid for under this Section will be the total feet of integral pile or column jacket furnished, installed, completed and accepted. Measure length from bottom of the form to top of the form.

**457-5 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section. No separate payment will be made for reinforcing steel or filler material. Include payment for anode material, anode connection accessories, testing, and activation in the price per foot for cathodic protection integral pile jackets. Remove and replace jackets with misalignment exceeding 3/4 inch or CP jackets with the anode electrically shorted to the reinforcement at no additional cost to the Department.

Payment will be made under:

- |                 |   |
|-----------------|---|
| Item No. 457-1- | Standard Integral Pile Jacket - per foot.           |
| Item No. 457-2- | Cathodic Protection Integral Pile Jacket – per foot |

## **LANDSCAPING.**

**(REV 7-31-17) (FA 8-9-17) (1-19)**

The following new Section is added after Section 571.

### **SECTION 580 LANDSCAPING**

#### **580-1 Description.**

Install landscaping as indicated in the Contract Documents.

#### **580-2 Materials.**

##### **580-2.1 Plants:**

**580-2.1.1 Sizes:** Small plants includes all ground covers, shrubs less than 7 gallon, trees less than 7 gallon, clustering type palms less than 6 foot overall height, cycads less than 7 gallon, and incidental landscaping.

Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

**580-2.1.2 Grade Standards and Conformity with Type and Species:** Provide plant materials purchased from Florida commercial nursery stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Florida commercial nursery stock is defined as plants propagated or grown at a Florida commercial nursery or imported to a Florida commercial nursery, made available for sale to the public, and included as inventory for fee. Nursery stock purchased from outside Florida and shipped directly to the project site is not Florida commercial nursery stock. Prior to installation, provide nursery invoices or delivery tickets that include written certification that all nursery stock meets the requirements of this Section.

Unless otherwise specified, the minimum grade for plant material is Florida No. 1. Plant materials must be the specified size and grade at the time of delivery to the site.

Use only plants that are true to type and species, free of fungal infection and disease, and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Submit a list of nurseries where plants are tagged, including contact information and location. The Engineer may visit the nursery sites to inspect representative samples and lock tag the example plant material.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

**580-2.2 Inspection and Transporting:** Move nursery stock in accordance with all Federal, State, and Local Rules and Regulations. For each shipment of nursery stock, provide the nursery's General Nursery Stock Inspection Certificate with as required in Chapter 5B-2, F.A.C.

**580-2.3 Water:** Meet the requirements of Section 983.

**580-2.4 Mulch:** Use of cypress mulch is prohibited.

**580-2.5 Soil:** Remove all unsuitable soil and debris to root ball depth. Replace soil meeting the requirements of 987-2.4.

**580-3 Worksite Landscape Supervisor.**

Provide a Worksite Landscape Supervisor to directly oversee all landscape installation. The Worksite Landscape Supervisor must be a Certified Landscape Technician or Certified Landscape Contractor in accordance with the Florida Nursery Growers and Landscape Association (FNGLA) located at the following URL address: <http://www.fn gla.org/professional-development/certifications/certification-verification>, or a State of Florida Registered Landscape Architect. Provide verification at the preconstruction meeting.

**580-4 Installation.**

**580-4.1 Installation Plan:** At the preconstruction meeting, provide an installation plan for review and comment. Specifically describe the methods, activities, materials, and schedule to achieve installation as described in this Section.

**580-4.2 Delivery:** All materials must be available for inspection before installation.

**580-4.3 Layout:** The locations of plants as shown in the Contract Documents are approximate. At no cost to the Department, adjust final locations when directed by the Engineer to accommodate unforeseen field conditions or to comply with safety setbacks and requirements. Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's review, prior to excavation or planting.

Make no changes to the layout, or any variations of materials from the Contract Documents without the Engineer's approval.

**580-4.4 Soil Drainage:** Planting holes and beds must drain sufficiently. Notify the Engineer of drainage or percolation problems before plant installation.

**580-4.5 Installation:** Meet the requirements of the Contract Documents.

**580-4.6 Maintenance:** Maintain plant material to the equivalent visible structural, quality and health characteristics of Florida No. 1.

**580-4.7 Site Repair and Restoration:** Repair and restore existing areas disturbed by installation or maintenance activities. Where new turf is required to restore and repair disturbed areas, meet the requirements of Section 570.

**580-4.8 Disposal of Surplus Materials and Debris:** Remove from the jobsite any surplus material unless otherwise directed by the Engineer. Surplus is defined as material not needed after installation of landscaping per Contract Documents. Upon commencement of landscaping installation, remove daily all debris from the landscape locations described in the Contract Documents.

**580-5 Method of Measurement.**

The quantities to be paid for will be the items shown in the Contract Documents, completed and accepted.

**580-6 Basis of Payment.**

Price and payment will be full compensation for all work and materials specified in this Section.

## **LANDSCAPING.**

**(REV 7-31-17) (FA 8-9-17) (1-19)**

The following new Section is added after Section 571.

### **SECTION 580 LANDSCAPING**

#### **580-1 Description.**

Install landscaping as indicated in the Contract Documents.

#### **580-2 Materials.**

##### **580-2.1 Plants:**

**580-2.1.1 Sizes:** Small plants includes all ground covers, shrubs less than 7 gallon, trees less than 7 gallon, clustering type palms less than 6 foot overall height, cycads less than 7 gallon, and incidental landscaping.

Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

**580-2.1.2 Grade Standards and Conformity with Type and Species:** Provide plant materials that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, the minimum grade for plant material is Florida No. 1. Plant materials must be the specified size and grade at the time of delivery to the site.

Use only plants that are true to type and species, free of fungal infection and disease, and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Submit a list of nurseries where plants are tagged, including contact information and location. The Engineer may visit the nursery sites to inspect representative samples and lock tag the example plant material.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

**580-2.2 Inspection and Transporting:** Move nursery stock in accordance with all Federal, State, and Local Rule Regulations. For each shipment of nursery stock, provide the nursery's General Nursery Stock Inspection Certificate as required in Chapter 5B-2, F.A.C.

**580-2.3 Water:** Meet the requirements of Section 983.

**580-2.4 Mulch:** Use of cypress mulch is prohibited.

**580-2.5 Soil:** Remove all unsuitable soil and debris to root ball depth. Replace soil meeting the requirements of 987-2.4.

#### **580-3 Worksite Landscape Supervisor.**

Provide a Worksite Landscape Supervisor to directly oversee all landscape installation. The Worksite Landscape Supervisor must be a Certified Landscape Technician or Certified



Landscape Contractor in accordance with the Florida Nursery Growers and Landscape Association (FNGLA) located at the following URL address: <http://www.fngla.org/professional-development/certifications/certification-verification>, or a State of Florida Registered Landscape Architect. Provide verification at the preconstruction meeting.

#### **580-4 Installation.**

**580-4.1 Installation Plan:** At the preconstruction meeting, provide an installation plan for review and comment. Specifically describe the methods, activities, materials, and schedule to achieve installation as described in this Section.

**580-4.2 Delivery:** All materials must be available for inspection before installation.

**580-4.3 Layout:** The locations of plants as shown in the Contract Documents are approximate. At no cost to the Department, adjust final locations when directed by the Engineer to accommodate unforeseen field conditions or to comply with safety setbacks and requirements. Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's review, prior to excavation or planting.

Make no changes to the layout, or any variations of materials from the Contract Documents without the Engineer's approval.

**580-4.4 Soil Drainage:** Planting holes and beds must drain sufficiently. Notify the Engineer of drainage or percolation problems before plant installation.

**580-4.5 Installation:** Meet the requirements of the Contract Documents.

**580-4.6 Maintenance:** Maintain plant material to the equivalent visible structural, quality and health characteristics of Florida No. 1.

**580-4.7 Site Repair and Restoration:** Repair and restore existing areas disturbed by installation or maintenance activities. Where new turf is required to restore and repair disturbed areas, meet the requirements of Section 570.

**580-4.8 Disposal of Surplus Materials and Debris:** Remove from the jobsite any surplus material unless otherwise directed by the Engineer. Surplus is defined as material not needed after installation of landscaping per Contract Documents. Upon commencement of landscaping installation, remove daily all debris from the landscape locations described in the Contract Documents.

#### **580-5 Method of Measurement.**

The quantities to be paid for will be the items shown in the Contract Documents, completed and accepted.

#### **580-6 Basis of Payment.**

Price and payment will be full compensation for all work and materials specified in this Section.

**ELECTRICAL POWER SERVICE ASSEMBLIES – DESCRIPTION (CONTRIBUTION-  
IN-AID-OF-CONSTRUCTION).**

**(REV 6-12-18) (FA 7-2-18) (1-19)**

ARTICLE 639-1 is expanded by the following:

For this Contract, a non-bid pay item in the Lump Sum amount of \$                      has been established for Contribution-in-Aid-of-Construction.

Upon submission of a paid invoice, the Department will reimburse the Contractor for the actual invoice amount for Contribution-in-Aid-of-Construction imposed by the power company to provide electrical service in accordance with Rule 25-6.064 FAC.

Payment will be the actual invoice amount prorated as a percent of the Lump Sum amount. Any additional costs associated with coordination, processing the invoice transmittal and payment are to be included in pay item for Electrical Power Service, per assembly.

Payment will be made under:

Item No. 639- 8-      Contribution-in-Aid-of-Construction (CIAC) – lump sum.

**HIGHWAY ADVISORY RADIO.**  
**(REV 10-16-15) (FA 12-31-15) (1-19)**

**SECTION 687**  
**HIGHWAY ADVISORY RADIO**

**687-1 Description.**

Furnish and install a highway advisory radio (HAR) system in accordance with the details specified in the Contract Documents. HAR systems incorporate Travelers' information stations that must be authorized and operated in accordance with FCC rules. Use only equipment and components that meet the requirements of these minimum specifications and are listed on the Department's Approved Product List (APL).

**687-2 Materials.**

**687-2.1 General:** Provide a HAR system that includes static signage with flashing beacons to notify motorists of active HAR broadcasts. Ensure that the HAR system includes all equipment necessary to record verbal messages from onsite or remote locations, and to continually broadcast live, prerecorded, and synthesized messages. Ensure that all HAR transmitter components are modular and fit in a rack-mounted chassis.

Ensure that the HAR system includes software, hardware and any other component required to fully configure, operate and monitor the HAR field equipment locally and remotely.

Ensure that all materials furnished, assembled, fabricated, or installed are new products and approved by the Engineer.

**687-2.2 Transmitter:** Ensure that the transmitter complies with the requirements of the Code of Federal Regulations (CFR) Title 47, Section 90.242, "Travelers' information stations", and 47 CFR Section 2.901 et seq. (Part 2, Subpart J), of the Federal Communications Commission (FCC) Rules and Regulations.

Use a transmitter with a power efficiency of 80% or greater. Ensure that the transmitter is adjustable from 0 to 10 watts. Ensure that the transmitter frequency is set at the factory. Ensure that the transmitter parameters can be monitored locally and remotely.

Ensure that the radio frequency (RF) output impedance is 50 ohms and unbalanced.

Ensure that the audio input impedance is 600 ohms and balanced. Ensure that the transmitter module has audio distortion of less than 1.5% for an audio frequency response of 200 Hz to 3.5 kHz.

Provide a transmitter module with indicators or displays for power status, RF power output, and audio modulation level.

**687-2.3 Digital Recorder and Playback Unit:** Ensure that the digital recorder and playback unit can locally and remotely record, store, transmit, and receive digital messages or audio files. Ensure that the digital recorder and playback unit allows operator control by dual tone multi-frequency (DTMF) tones over standard public switched telephone networks (PSTNs) and digital cellular telephone, and digital commands via serial modem. Ensure that the digital recorder and playback unit is FCC certified under Part 68 for dial-up operations.

Ensure that the digital recorder and playback unit can schedule broadcasts, which shall be programmable by the day of the week, month, date, and time. Use a digital recorder and

playback unit with the ability to record and store a minimum of 250 distinct, variable-length messages, and provide a minimum of 14 minutes of recorded message time.

Ensure that the digital recorder and playback unit is password protected and has an input source indicator. Ensure that the digital recorder and playback unit can simultaneously record and playback messages. Ensure that the digital recorder and playback unit can retain messages indefinitely, in the event of a power loss, and not require a battery. Ensure that the digital recorder and playback unit has built-in voice prompts.

**687-2.4 Transmitter Synchronizer:** Ensure that multiple HAR transmitters broadcasting the same message can be synchronized.

Provide a global positioning system (GPS) receiver for audio synchronization and frequency synchronization. Provide a minimum of eight channels in the transmitter synchronizer module. Ensure that the accuracy of the module is within 45 nanoseconds at 10 MHz reference.

**687-2.5 Antenna Assembly:** Provide an antenna assembly with hardware and cables to mount the antenna as shown in the Plans. Use either a vertical monopole or a directional array.

Use an antenna that can be tuned to the transmission frequency either mechanically or electronically.

**687-2.6 Surge Protective Devices:** Install surge protective devices between the transmitter and the antenna.

**687-2.7 HAR Sign and Flashing Beacons:** Ensure HAR system is able to activate flashing beacons that are activated when an associated HAR is transmitting.

Provide 12 inch beacons, electronics, communications, power and material needed to provide a fully functioning flashing beacon system. Ensure that the flashing beacons use a NEMA-rated flasher circuit. Ensure that the flashing beacons can be operated locally and remotely. Flashing beacons must support activation via an IP network.

**687-2.8 Power System:** Provide a solar or AC power system as shown in the Plans. Provide a power distribution system, for both solar and AC powered sites, that includes automatic battery charging circuitry. Ensure that battery chargers prevent overcharging and provide a means of battery disconnection and isolation.

Provide external AC power supply module with backup batteries as shown in the Plans. Ensure that AC powered systems utilize 120 volts of alternating current ( $V_{AC}$ ) nominal input voltage. Ensure that the HAR operates from 89-135VAC with a frequency of 60 plus or minus 3 Hz. Provide batteries that can continuously operate the HAR system at full power for a minimum period of three days without an external power source. Ensure that loss of AC power to the system does not interrupt HAR transmissions.

Provide a solar power supply module, as shown in the Plans, with photovoltaic array and battery storage system to operate the HAR system continuously at full power for a minimum period of three days without sunlight. Verify that the system's solar panels are compliant with the International Electrotechnical Commission (IEC) requirements detailed in the IEC 61215 standard. Verify that the DC output power specifications are a nominal 13.6 volts of direct current ( $V_{DC}$ ) at 5 amps, with a maximum of 15  $V_{DC}$  and a maximum of 10 amps.

Provide 12 volt batteries that are rated at a minimum of 180 Ah, are deep cycle, and maintenance-free.

Provide an accessible attachment point that allows connection of a portable generator for emergency power.

Ensure the system includes a low voltage drop out circuit or device that will remove all power from the transmitter should the available supply voltage drop below the manufacturers specifications for minimum power requirements.

**687-2.9 Control Cabinet:** Provide a control cabinet for housing the transmitter, digital recorder and playback unit, transmitter synchronizer, power, surge suppressors, and flashing beacon controller unless otherwise shown in the Plans. Ensure that cabinets meet NEMA 3R requirements for aluminum enclosures and conform to applicable requirements of Section 676.

**687-2.10 Performance Requirements:** Furnish a HAR system that is compatible with the current version of the Department's SunGuide® Software System.

Ensure that the system has a text-to-speech capability for converting typed words to audio files. Ensure that the system logs the status of all devices. Ensure that the operator is able to record, edit, and delete messages, and to select desired messages for broadcast. Ensure that the system maintains event schedules, diagnostic information, and logs of messages that have been downloaded and played, along with the date and time that a message was activated for each HAR. Ensure that the HAR system provides system failure remote alarms and indicates system status in the user interface.

**687-2.11 Environmental Specifications:** Ensure the HAR performs all required functions during and after being subjected to the environmental testing procedures described in NEMA TS2, Sections 2.2.7, 2.2.8, and 2.2.9.

### **687-3 Installation Requirements.**

Obtain all required licenses to operate the HAR as per FCC requirements. Coordinate frequency selection and licensing with the HAR manufacturer, the maintaining agency, and the State Traffic Engineering and Operations Office. Ensure that each application for a station or system satisfies 47 CFR 90.242(a)(2). Submit the application with a map in accordance with 47 CFR 90.242(a)(2)(iii) showing an estimate of the signal strength of each station at the contour of the desired coverage area, and the 0.5 mV/m contour of co-channel and first adjacent channel AM broadcast stations that might be affected. Perform all necessary on-site testing to select the clearest and most appropriate operating frequency for all HAR transmitters at the proposed locations. Submit the results of the frequency search, testing, and the recommended frequency selection to the Engineer for approval prior to application for FCC licenses.

Provide all utility coordination, power design and power service installations to obtain power for the HAR and flashing beacon sites.

Ensure that any public network connections (PSTN, cellular, or other connections) used for system interconnect are approved by the Engineer.

Ensure that the synchronization eliminates interference and audio distortion within possible overlapping areas. Ensure the antenna is tuned to the frequency of the transmitter.

Provide a field measurement for RF forward and reflected power after the HAR system has been installed.

**687-3.1 Antenna Ground Plane:** Use a minimum of American Wire Gauge (AWG) #20 wire for any radial ground planes. Install these wires extending outward from the base of the antenna, at a minimum of 6 inches below ground, forming a circular pattern with a radius of 30 to 100 feet, unless otherwise shown in the Plans or manufacturer's recommendations.

### **687-4 Testing.**

Subject the equipment covered by these specifications to field acceptance tests (FATs). Develop and submit a test plan for FATs to the Engineer for consideration and approval.

The Engineer reserves the right to witness all FATs. Complete the tests within five calendar days.

Ensure that the test plans demonstrate each and every feature available in the device or system under test and includes the tests discussed below.

**687-4.1 Stand-Alone Tests:** Perform the following stand-alone tests on the HAR, after all equipment has been installed and initial adjustment is complete at the field site.

**687-4.1.1 Transmitter:** Perform field measurements to verify compliance with 47 CFR 90.242. Document the location and results of field measurements and submit them to the Engineer.

**687-4.1.2 Digital Recorder and Playback Unit:** Demonstrate the correct operation of each function of the digital recorder and playback unit at the field site using the display screen. Verify the test message is received on a vehicle radio set to the approved transmitter frequency and located within the coverage area of the HAR transmission.

**687-4.1.3 Battery System:** Verify that the batteries and charging system are functioning properly.

**687-4.2 System Tests:** Conduct approved HAR system tests on at least one HAR system, including the operations center, one sign and flashing beacon, and one transmitter. Perform, at a minimum, all remote control functions. Complete approved data forms and submit them to the Engineer for review, and as a basis for rejection or acceptance.

If the system test fails because of any subsystem component, correct that component or substitute another in its place, then repeat the test. If a component has been modified as a result of a system test failure, prepare a report and submit it to the Engineer prior to retesting.

**687-4.2.1 Digital Recorder and Playback Unit:** Test the remote loading of the messages on digital recorder and playback unit and verify the quality of voice broadcasted. Demonstrate different sequences of playback. Test the message loading from at least one remote location using cellular telephone, standard analog telephone line or digital commands via serial modem.

**687-4.2.2 Transmitter Synchronization:** If multiple HARs are deployed, test that a clear signal is obtained in the signal influence region that is free of interference caused by synchronization faults.

## **687-5 Warranty.**

Ensure that the manufacturer will furnish replacements for any part or equipment found to be defective during the warranty period at no cost to the Department or the maintaining agency within 10 calendar days of notification.

Ensure that the HAR has a manufacturer's warranty covering defects for a minimum of five years from the date of final acceptance by the Engineer in accordance with 5-11 and Section 608.

## **687-6 Method of Measurement.**

The Contract unit price for each HAR system, furnished and installed, will include furnishing, placement, and testing of all materials and equipment, and for all tools, labor, equipment, hardware, operational software packages and firmwares, supplies, support, personnel training, shop drawings, documentation, and incidentals necessary to complete the work.

**687-7 Basis of Payment.**

Price and payment will be full compensation for furnishing all materials and completing all work as specified in this section or shown in the Plans.

Payment will be made under:

Item No. 687-1          Highway Advisory Radio System - each.