

March 7, 2023
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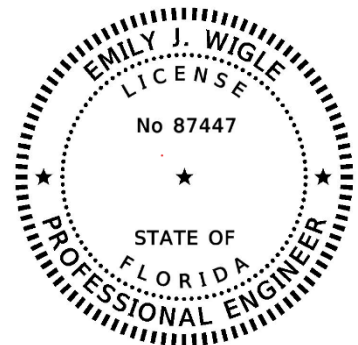
SPECIFICATIONS PACKAGE
Contract Number: T5759
FINANCIAL PROJECT ID(S): 445867-1-52-01 & 448636-1-52-01
FEDERAL FUNDS
DISTRICT FIVE
BREVARD COUNTY

The July 2022 Edition of the Florida Department of Transportation Standard Specifications is revised as follows:

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

This item has been digitally signed and sealed by Emily J. Wigle, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: March 7, 2023
State of Florida,
Professional Engineer, License No.: 87447
Firm/Agency Name: Protean Design Group
Firm/Agency Address: 100 East Pine St., Suite 600
City, State, Zip Code: Orlando, FL 32801
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SPECIAL PROVISIONS

PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK. (REV 6-16-21) (FA 8-2-21) (7-22)

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 District 5 Construction Office by email D5-Bid_Questions@dot.state.fl.us.

Responses provided by the Department via the website during this period will be considered as being incorporated into this Special Provision. When, in the sole judgment of the Department, responses to questions require Plan revisions, Specification revisions and/or addenda, the Contracts Office will issue them as necessary.

The Department does not guarantee the details pertaining to borings and pavement cores, as shown in the Contract Documents, 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 and pavement core data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid solely on their own opinion of the conditions likely to be encountered.

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

**AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.
(REV 10-17-16) (FA 10-24-16) (7-22)**

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 5
386-943-5000
D5prcustodian@dot.state.fl.us
Florida Department of Transportation
District 5 – Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720**

**SCOPE OF WORK – INTENT OF CONTRACT.
(REV 10-25-21) (FA 1-26-22) (7-22)**

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of raised pedestrian crossings, Pedestrian Hybrid Beacons, milling and resurfacing, curb and gutter, sidewalk, drainage improvements, signal improvements, lighting, and signing and pavement markings on northbound and southbound SR A1A from Crescent Beach Drive to Minutemen Causeway in Brevard County.

**CONTROL OF THE WORK
(REV 9-20-21) (7-22)**

SUBARTICLE 5-10.1 is expanded by the following:

5-10.1 Maintenance until Acceptance: Maintain all Work until the Engineer has given final acceptance in accordance with 5-11, including responding to trouble tickets generated by the Regional Transportation Management Center (RTMC) and routine preventative maintenance.

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

(REV 7-6-22) (FA 7-11-22) (9-22)

SUBARTICLE 7-1.1 is expanded by the following:

The FHWA-1273 Electronic version, dated July 5, 2022 is posted on the Department's website at the following URL address

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa1273-7-5-22.pdf?sfvrsn=726ca05d_2

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

(REV 9-20-21) (7-22)

SUBARTICLE 7-11.1 is deleted and the following substituted:

7-11.1 General: Preserve from damage all existing property within the project limits of or in any way affected by the Work, the removal or destruction of which is not specified in the Plans. This applies to, but is not limited to, public and private property, public and private utilities (except as modified by the provisions of 7-11.5), trees, shrubs, crops, sod, signs, monuments, fences, guardrail, pipe and underground structures, Intelligent Transportation Systems (ITS) facilities, traffic control signals and devices, highway lighting, and public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor).

Department owned underground facility locations shown in the Plans are approximate. Unless otherwise shown in the Plans, Department owned underground facilities will not be located by the Department nor through notification to "Sunshine 811". Locate all fiber optic cables. Provide a fiber optic cable locator in accordance with Section 633.

Whenever the Contractor's activities damage such existing property, immediately restore it to a condition equal to or better than that existing at the time such damage occurred, at no expense to the Department. Temporary repairs may be used to immediately restore ITS facilities and traffic control signals and devices within allowable downtime, in accordance with 7-14. Permanent repairs to ITS facilities and traffic control signals and devices shall be made within 90 days of any temporary repairs and prior to final acceptance of the project. Submit permanent ITS facility repair plans to the Engineer prior to beginning repair work.

Protect existing bridges during the entire construction period from damage caused by the Work. Immediately repair, at no expense to the Department, all damage to existing

bridges caused by the Work, prior to continuing the Work. The Department will not require the Contractor to provide routine repairs or maintenance for such structures.

Direct special attention to the protection of all geodetic monuments, horizontal or vertical, and Public Land Survey Corners located within the project. If any geodetic monument or Public Land Survey Corner, located within the project, is at risk of being damaged or destroyed, immediately notify the Engineer. Locate and replace any damaged or destroyed geodetic monuments or Public Land Survey Corners under the direction of a Professional Surveyor and Mapper registered in the State of Florida.

Whenever the actions of a third party damage such existing property and is not otherwise due to any fault or activities of the Contractor, either restore it to a condition equal to or better than that existing at the time such damage occurred or provide access and coordinate with the Department's maintenance Contractor in accordance with 8-4.4 as directed by the Engineer. The Department will compensate the Contractor for the costs associated with the repairs for restoring the existing property in accordance with 4-4. Theft and vandalism are considered damage caused by a third party.

ARTICLE 7-14 is deleted and the following substituted:

7-14 Contractor's Responsibility for Work.

The Contractor will take charge and custody of the Work and take every necessary precaution against damage to the Work, by the action of the elements or from any other cause whatsoever, until the Department's final acceptance of the Work. The Contractor will rebuild, repair, restore, and make good, all damage to any portion of the Work occasioned by any of the above causes before final acceptance of the Contract.

Allowable downtime for ITS facilities is 8 hours for fiber optic cable backbone, 24 hours for fiber optic cable drop cable, and 24 hours for ITS devices.

The Department will have no obligation to pay any reimbursement for damage caused by the execution or nonexecution of the Work by the Contractor or its sub-contractors, or damage the Contractor was negligent in preventing.

For damage to installed material caused by third parties, the Contractor may pursue recovery from the third party or seek reimbursement from the Department, but not both. The Department will not reimburse the Contractor for repair costs due to damage to installed material caused by known third parties unless the Contractor has contacted law enforcement within 14 days of the damage, filed a report, and provided the report to the Department within 14 calendar days of receiving the report from law enforcement. Upon submission of the report to the Department, the Department solely retains the right to pursue recovery from the known third party. If damage to installed material is caused by a known third party, the Department will reimburse the Contractor for costs associated with the repair after reducing the amount of the repair cost by a \$2000.00 deductible for each occurrence, borne solely by the Contractor. If the Department is successful in recovery, the Contractor may be reimbursed proportionally, up to the amount of the deductible.

If damage to installed material other than guardrail, guardrail transitions and end treatments, and crash cushions is caused by an unknown third party, the Department will reimburse the contractor for 50% of the cost of the repair after reducing the amount of the repair

cost by a \$2000.00 deductible for each occurrence, borne solely by the Contractor. Repair costs for damage to guardrail, guardrail transitions and end treatments, and crash cushions installed as part of the work caused by unknown third parties will be reimbursed at the manufacturer's/distributor's invoice price for the new materials/parts plus 20% markup. The 20% markup is compensation for all necessary work, including but not limited to labor, equipment, supplies and profit, as authorized by the Engineer. Payment for any additional MOT required for the repair of guardrail, guardrail transitions and end treatments, and crash cushions installed as part of the work will be paid for under the appropriate MOT pay item.

Repair cost will be determined in accordance with 4-4. Theft and vandalism are considered damage caused by an unknown third party.

The Department may, at its discretion, reimburse the Contractor for the repair of damage to the Work not caused by a third party and due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

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

(REV 1-26-22) (FA 2-3-22) (7-22)

SUBARTICLE 7-11.5.1 is expanded by the following:

The location(s) of the underground utilities identified in the Plans (including those designated Vv, Vh, and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations identified in the Plans apply only at the specific points shown. Interpolations between these points have not been verified.

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/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.

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

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

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

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

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

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

(REV 9-1-17) (FA 10-31-17) (7-22)

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
FL20230159	All Highway Work under this Contract

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

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

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

(REV 6-13-11) (FA 6-16-11) (7-22)

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) (7-22)

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) (7-22)

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 - PROSECUTION OF WORK - BEGINNING WORK (FLEXIBLE START TIME).

(REV 3-2-17) (FA 4-27-17) (7-22)

SUBARTICLE 8-3.3 is expanded by the following:

For this Contract, a period of 120 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 – PROVISIONS FOR CONVENIENCE OF PUBLIC.

(REV 2-2-19) (7-22)

SUBARTICLE 8-3.4 is deleted and the following substituted:

8-3.4 Provisions for Convenience of Public: Schedule construction operations so as to minimize any inconvenience to adjacent businesses or residences. Where necessary, the Engineer may require the Contractor to first construct the work in any areas along the project where inconveniences caused by construction operations would present a more serious handicap. In such critical locations, where there is no assurance of continuous effective prosecution of the work once the construction operations are begun, the Engineer may require the Contractor to delay removal of the existing (usable) facilities.

Maintain ADA compliant pedestrian access to transit facilities and routes and ensure transit facilities remain operational throughout the project. At least 14 business days before the start of work that impacts a transit facility and route, notify the transit agency indicated in the Plans.

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

(REV 2-8-21) (FA 2-18-21) (7-22)

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

8-3.7 Regional Disputes Review Board: For this Contract, a Disputes Review Board (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 (Parties) in an effort to avoid construction delay and future claims.

It is not intended that the Parties 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 Parties to resolve potential disputes or claims without resorting to this alternative resolution procedure.

8-3.7.2 Disputes Resolution: The Board will be used when normal dispute or claim resolution is not succeeding. It is a condition of this Contract that the Parties shall use the Board. Either Party may refer a dispute or claim to the Board for a disputes review hearing. 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 Parties and the time periods stated below may be shortened in order to hasten resolution.

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 calendar days after the event. 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 calendar days after receipt of the Contractor's written protest. This decision will be final and conclusive on the subject, unless a written appeal to the Engineer is filed by the Contractor within 15 calendar days of receiving the decision.

8-3.7.2.1 Disputes Review Hearings: 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. Disputes or claims shall be referred to the Board 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. Claims that are referred to the Board must be in compliance with 5-12. Requests for equitable adjustment must be certified as required by 4-3.2.

Either Party furnishing any written evidence or documentation to the Board must do so a minimum of 15 calendar days prior to the date of the hearing for the dispute, and will at the same time furnish copies of such information to the other Party. Additionally, either party furnishing any written evidence or documentation to the Board must do so a minimum of 15 calendar days prior to the date of the hearing for the dispute, and will at the same time furnish copies of such information to the other Party. If the Board requests any additional documentation or evidence prior to, during, or after the hearing, the Party will provide the requested information to the Board and to the other Party.

Both Parties will each be afforded an opportunity to be heard by the Board and to offer evidence. Neither Party may present information at the hearing that was not previously distributed to both the Board and the other Party.

The Board will fairly and impartially consider disputes or claims referred to it and will provide written recommendations to the Parties within 15 calendar days of completion of the hearing to assist in the resolution of these disputes or claims. The Board will focus its attention in the written report to matters of entitlement and allow the parties to determine the monetary damages. In cases of extreme complexity, both Parties may agree to allow additional time for the Board to formulate its recommendations.

Recommendations provided by the Board will not be binding on either Party.

Within 15 calendar days of receiving the Board's recommendations, both Parties will accept or reject the recommendations by responding

to the other and to the Board in writing. The failure of either Party to reject within the 15-day period will be deemed an acceptance of the Board's recommendations by that Party and shall preclude any further pursuit of this issue before this Board or any successive Board.

For disputes involving non-compensable time extensions, the Department will resolve the dispute in a good-faith manner regardless of its acceptance or rejection of the Board's recommendations.

If Entitlement is determined by the Board, the Parties should proceed to negotiate monetary changes within 60 calendar days. If both Parties are unable to successfully negotiate monetary changes within 60 calendar days, the Board shall be notified of the impasse, and upon the request of both Parties shall then proceed to schedule a hearing to make a recommendation as to monetary damages.

If the Parties resolve the dispute with or without the aid of the Board's recommendations, the Department will promptly process any required changes to the Contract.

Requests for reconsideration of a Board recommendation may only be made when there is new evidence to present. The completed hearing of any unresolved dispute or claims is a condition precedent to a Party 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. In addition, all written recommendations of the Board will be admissible as evidence in any subsequent arbitration, or circuit proceedings, as provided by law.

8-3.7.3 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.

8-3.7.4 Department Responsibilities: Except for its participation in the Board's activities as provided in the Contract and in this Three Party 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.

8-3.7.5 Continuance of Work: During the course of the Board's 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.

8-3.7.6 Membership: The 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 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.

8-3.7.7 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 \$9,000 for the Contract has been established by the Department for providing compensation for all members of the Board for participation in an actual hearing. The Board chairman will receive \$3,500 for participation in the hearing while the remaining two members will receive \$2,750 each. The Parties will equally provide compensation to the Board for participation in an actual hearing. The Department will compensate the Contractor \$4,500 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 Parties. If an additional day(s) is granted for the hearing, it will be at \$3,900 per day, payment of which is equally split between the Parties. 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 6-27-19) (FA 8-14-19) (7-22)

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 \$9,000 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 \$3,500 for participation in the hearing while the remaining two members will receive \$2,750 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 \$4,500 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 \$3,900 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 – LIMITATIONS OF OPERATIONS – NIGHT WORK ALONG COASTAL ROADS.

(REV 4-8-19) (FA 7-22-19) (7-22)

SUBARTICLE 8-4.1 is expanded by the following new Subarticle:

8-4.1.1 Additional Requirements for Night Work Along Coastal Roads: The project is located adjacent to sea turtle nesting habitat. Direct all work zone lighting away from the beach to avoid illumination of or direct visibility from the beach. Shield luminaires to avoid lighting areas outside of the immediate construction area.

PROSECUTION AND PROGRESS – LIMITATIONS OF OPERATIONS - CONTAMINATED MATERIALS (MERCURY-CONTAINING DEVICES AND LAMPS).

(REV 2-21-22) (FA 12-27-95) (7-22)

SUBARTICLE 8-4.9 is expanded by the following:

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

Contact the District 5 Contamination Impact Coordinator, at (386) 943-5000 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 - SUSPENSION OF CONTRACTOR’S OPERATIONS- SPECIAL EVENTS.

(REV 5-21-21) (FA 1-3-22) (7-22)

ARTICLE 8-6.4 is expanded by the following:

8-6.4 Suspension of Contractor’s Operations - Holidays and Special Events: For this Contract, Special event days for this project include:

Event	Date(s), if applicable
<u>Spring Break</u>	_____
<u>Biketoberfest</u>	_____
<u>Rocket Launches</u>	_____
<u>Air Shows</u>	_____
<u>Daytona Speedweeks</u>	_____
<u>Daytona Bike Week</u>	_____

MAINTENANCE OF TRAFFIC.

(REV 8-17-22) (10-22)

ARTICLE 102-3 is deleted and the following substituted:

102-3 Specific Requirements.

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the Worksite Traffic Supervisor or designee with a tablet or smartphone with internet access for recording information into the Department's lane closure notification system. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in Section 105.

The Worksite Traffic Supervisor is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up. During operations with lane closures, the Worksite Traffic Supervisor or on-site designee shall record lane closure information into the Department's lane closure notification system in accordance with 102-3.3.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

Record information for planned lane closures, including but not limited to begin and end lane closure times and locations, into the Department's lane closure notification system. Closure information is to be recorded within five minutes of placing the first channelizing device and removing the last channelizing device associated with the closure.

At the preconstruction conference, submit a request for access to the Department's lane closure notification system to the Engineer. Include the WTS's or designees' name, email address, and a copy of the individual's certification of training for the Department's lane closure notification system. For change of access requests, submit a request to the Engineer at least ten calendar days in advance of when the change is needed.

Information recorded in Department's lane closure system is for public information purposes and will not be used for contract administration.

Provide at least 14 business days advance notification to the transit agency, indicated in the Plans, of lane closures or intersection closures that impact transit facilities and routes.

102-3.3.1 Traffic Pacing: In addition to dates and locations, include a pacing plan outlining the expected equipment and number of traffic control officers required, the proposed traffic pacing lengths and durations, the available existing egresses in the event of an emergency, and a contingency plan in the event of an equipment failure.

102-3.4 Pedestrian and Bicycle Accommodations: Provide accommodations for pedestrians as shown in the Temporary Traffic Control (TTC) plans or as directed by the Engineer. Accommodate pedestrians with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Provide appropriate signs for advanced notification of sidewalk closures and marked detours. Only approved pedestrian longitudinal channelizing devices may be used to close or delineate a pedestrian walkway.

Provide accommodations for the closure of bicycle facilities (i.e., marked bicycle lanes or paved outside shoulders 4 feet or greater in width on non-limited access roadways) as shown in the TTC plans or as directed by the Engineer.

Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

COMMUNICATION CABLE

(REV 02/09/2023)

ARTICLE 633-2 is further expanded with the following:

633-2.5 Multi-Conductor Communication Cable.

633-2.5.1 CAT-6 Cable: Use polyethylene jacketed CAT-6 cable conforming to the requirement of TIA 568 C.2 with ETL verification. Cable which is ran outside of equipment enclosures must be shielded twisted pair Ethernet cable (FTP) using an aluminum foil shield with drain wire, include solid copper conductors, and be terminated with shielded RJ-45 connectors. Cable which remains within the equipment enclosure where it originated may be un-shielded twisted pair (UTP), include stranded copper conductors, and be terminated with un-shielded RJ-45 connectors. Use straight-through cables when connecting data terminating equipment (DTE)

to data communications equipment (DCE), and cross-over cables when connecting DTE to DTE or DCE to DCE. For RJ-45 connector color coding: use TIA T-568B connectors as the standard configuration for straight-through cables, and use TIA T-568B on one end and TIA T-568A on the other end for cross over cables. Use only new materials for CAT-6 cable.

633-2.5.2 Firehouse Preemption Cable: Utilize existing two conductor communication cable to reconnect the preemption system as shown in the Plans.

ARTICLE 633-3 is further expanded with the following:

633-3.3 Multi-Conductor Communication Cable Installation: Install multi-conductor communication cable in continuous lengths between the ethernet switch located in the signal cabinet to the Uninterruptible Power Supply (UPS). Separate multi-conductor communication cables from high voltage conductors. Do not install multi-conductor communication cabling in the same conduit or pull boxes, as cable carrying current in excess of 1.5 amps or energized to a voltage in excess of 24 VDC/VAC to ground or between conductors. Keep cable on the unprotected side of surge suppression devices separate from cable on the protected side to prevent induction of lightning and other high voltage transient currents.

633-3.3.1 Protection of Cable: Ensure cable drawn through conduit, ducts, drilled holes protected by a rubber grommet, or support structure is installed in such a manner as to prevent damage to conductors or insulation.

633-3.3.2 Surge Protective Devices: Install surge protective devices, meeting the requirements of Section 620, on cable when entering traffic signal cabinets and UPS cabinets as indicated in the Plans or recommended by the Manufacturer, prior to connection to Ethernet switches or UPS.

SUBARTICLE 633-4 is revised as follows:

633-4 Warranty.

Ensure that the fiber optic cable, the splice enclosures, terminations, and CAT-6 cable have a manufacturer's warranty covering defects for a minimum of two years from the date of final acceptance in accordance with 5-11 and Section 608. Ensure the warranty includes providing replacements, within 10 calendar days of notification, for defective parts and equipment during the warranty period at no cost to the Department or the maintaining agency.

ARTICLE 633-6 is further expanded with the following:

633-6 Method of Measurement.

The quantities to be paid will be: the length, in feet, of fiber optic cable; the number, per each, of fiber optic connections; the number, per each, of fiber optic connection hardware; the number of calendar days from contract time start to final acceptance for fiber optic cable locator, and the length, per foot, of twisted pair cable, accepted by the Engineer.

The Contract unit price for communication cable, furnished and installed, will include furnishing, placement, and testing of all material, and for all tools, labor, equipment, installation hardware (such as support wire, cable ties, cable clamps, and lashing wire), supplies, support, personnel training, documentation, and incidentals necessary for a complete installation.

Payment for conductive cable terminal connectors and conductive cable grounding is considered incidental and shall be included in the price for twisted pair communication cable.

Fiber optic splices and terminations, as shown in the Plans, shall be measured per each fiber optic connection furnished and installed.

The price per day for a Fiber Optic Cable Locator, will include all tools, labor, equipment, locating and marking hardware (such as flags, paint, and shovels), supplies, support, personnel training, documentation, and incidentals.

The Contract unit price for multi-conductor communication cable, furnished and installed or relocated, will include furnishing all material, terminal connectors, surge suppression devices, cable shield, grounding, and labor necessary for a complete and accepted installation. Payment will be based on the linear feet of multi-conductor cable installed or relocated.

ARTICLE 633-7 is further expanded with the following:

633-7 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section.

Payment will be made under:

- | | |
|------------------|--|
| Item No. 633- 1 | Fiber Optic Cable - per foot. |
| Item No. 633- 2 | Fiber Optic Connection - each. |
| Item No. 633- 3 | Fiber Optic Connection Hardware - each. |
| Item No. 633- 4 | Twisted Pair Cable - per foot. |
| Item No. 633- 6 | Fiber Optic Cable Locator - per day. |
| Item No. 633-8-1 | Multi-Conductor Communication Cable, Furnish & Install – per foot. |
| Item No. 633-8-4 | Multi-Conductor Communication Cable, Relocate – per foot. |

ELECTRICAL POWER SERVICE ASSEMBLIES – DESCRIPTION (CONTRIBUTION-IN-AID-OF-CONSTRUCTION).

(REV 6-12-18) (FA 7-2-18) (7-22)

ARTICLE 639-1 is expanded by the following:

For this Contract, a non-bid pay item in the Lump Sum amount of \$2,867.82 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. |
|------------------|--|

NETWORK DEVICES
(REV 02/01/23)

ARTICLE 684-5 is deleted and the following substituted:

684-5 Managed Multilayer Ethernet Switch.

684-5.1 Description: Furnish and install a Managed Multilayer Ethernet Switch (MMES) for signalization projects. Ensure that the MMES provides wire-speed Ethernet connectivity at transmission rates of both 1 and 10 Gigabit/second to and from adjacent MMES within the TMS network. Use only equipment and components that meet, at a minimum, the requirements of this Section. The MMES shall be compliant with the John S. McCain National Defense Authorization Act for Fiscal Year 2019, section 889, Prohibition on Certain Telecommunications or Video Surveillance Services Equipment.

684-5.2 Materials.

684-5.2.1 General: Ensure that the TMS network administrator will be able to manage each MMES individually and as a group for switch configuration, performance monitoring, and troubleshooting.

Ensure that the MMES includes Layer 2 capabilities, including, Quality of Service (QoS), Internet Group Management Protocol (IGMP), rate limiting, security filtering, and general management.

Ensure that the furnished MMES is fully compatible and interoperable with the TMS network interface, and that the MMES supports half and full duplex Ethernet communications.

Ensure that the MMES includes layer 3 support capabilities, including, Open Shortest Path First (OSPF) routing protocol, Routing Information Protocol (RIP), 12,000 IPv4 routes and 2,000 IPv6 routes, and Protocol Independent Multicasting (PIM). Ensure all routing protocols are performed by way of hardware to ensure maximum line rates speed. Ensure the MMES includes any license(s) required to utilize all available Layer 3 features.

Furnish, at a minimum, all hot-swappable Gigabit Interface Converter (GBIC) fiber optical transceivers listed in Table 1 below for each MMES.

Table 684-1 - Required Optical Transceivers

Transceiver Quantity	Physical Layer Standard	Data Transfer Rate	Minimum Transceiver Distance
2	1GBASE-EX	1 Gbps	40 kilometers
2	1GBASE-LX10	1 Gbps	10 kilometers

Furnish an MMES that provides 99.999% error-free operation and complies with the Electronic Industries Alliance (EIA) Ethernet data communication requirements using single-mode fiber optic transmission medium and Category 5E/6 copper transmission medium. Provide a switched Ethernet connection for each remote ITS field device.

Ensure that the MMES has a minimum mean time between failures (MTBF) of 10 years, or 87,600 hours, as calculated using the Bellcore/Telcordia SR-332 standard for reliability prediction.

684-5.2.2 Networking Standards: Ensure that the MMES complies with all applicable IEEE networking standards for Ethernet communications, including but not limited to:

1. IEEE 802.1Q Standard for Local and Metropolitan Area Networks – Bridges and Bridged Networks used with port-based Virtual Local Area Networks (VLANs) and Rapid Spanning Tree Protocol (RSTP).

2. IEEE 802.1P standard for Quality of Service (QoS).

3. IEEE 802.3 standard for local area network (LAN) and metropolitan area network (MAN) access and physical layer specifications.

4. IEEE 802.3u supplement standard regarding 100 Base TX/100 Base FX.

5. IEEE 802.3x standard regarding flow control with full duplex operation.

6. IEEE 802.3z supplement standard regarding 1000 Base X.

684-5.2.3 Optical Ports: Ensure that all fiber optic link ports are modular SFP/SFP+ ports that operate at 1,310 or 1,550 nanometers in single mode. Ensure that the optical ports are Type LC unless otherwise specified in the Plans. Do not use mechanical transfer registered jack (MTRJ) type connectors.

Provide an MMES having a minimum of four optical Ethernet ports capable of transmitting data at 1 and 10 Gigabit/second unless otherwise shown in the Plans. Ensure the MMES is configured with the number and type of ports detailed in the Contract Documents. Provide optical ports designed for use with a pair of fibers; one fiber will transmit (TX) data and one fiber will receive (RX) data. The optical ports must have an optical power budget of at least 15 dB, or as detailed in the Contract Documents.

684-5.2.4 Copper Ports: Provide an MMES that includes a minimum of twelve Gigabit Ethernet end user copper ports unless otherwise shown in the Plans. All copper ports shall be Type RJ-45 and shall auto-negotiate speed (i.e., 10/100/1000 Base) and duplex (i.e., full or half). All 10/100/1000 Base TX ports shall meet the specifications detailed in this Section and shall be compliant with the IEEE 802.3 standard pinouts.

684-5.2.5 Management Capability: Ensure that the MMES supports all Layer 2 management features and all Layer 3 features as defined in this Section.

Layer 2 features shall include, but not be limited to:

1. An MMES that is a port-based VLAN and supports VLAN tagging that meets or exceeds specifications as published in the IEEE 802.1Q standard and has a minimum 4-kilobit VLAN address table.

2. A forwarding/filtering rate that is a minimum of 14,880 packets per second for 10 megabits per second, 148,800 packets per second for 100 megabits per second, and 1,488,000 packets per second for 1000 megabits per second.

3. A minimum 4-kilobit MAC address table.

4. Support of, at a minimum, Version 2 of the Internet Group Management Protocol (IGMP).

5. Support of remote and local setup and management via telnet and secure web based graphical user interface (GUI).

6. Support of the Simple Network Management Protocol (SNMP) version 2 and 3. Verify that the MMES can be accessed using the resident EIA-232 management port or a telecommunication network.

7. Support of Remote Authentication Dial-In User Service (RADIUS) or Terminal Access Controller Access Control System Plus (TACACS+).

8. Port security through controlling access by the users. Ensure that the MMES has the capability to generate an alarm and shut down ports when an unauthorized user accesses the network.

9.Support of remote monitoring (RMON) of the Ethernet agent and the ability to be upgraded to switch monitoring (SMON), if necessary.

10. Support of Secure Copy (SCP) or Secure File Transfer Protocol (SFTP) and either Network Time Protocol (NTP) or the Simple Network Time Protocol (SNTP). Ensure that the MMES supports port mirroring for troubleshooting purposes when combined with a network analyzer.

11. Sampled Flow Network Monitoring export protocol capable of being turned on or off on individual Ethernet ports without affecting traffic.

Layer 3 features shall include, but not be limited to:

1.Open Shortest Path First (OSPF) routing protocol 12000 IPv4 routes and 2000 IPv6 routes.

2.Routing Information Protocol (RIP).

3.Virtual Router Redundancy Protocol (VRRP).

684-5.2.6 Mechanical Specifications: Ensure the MMES is no greater than 1-Rack Unit tall when mounted with the MMES front face facing the cabinet door. Ensure equipment is permanently marked with manufacturer name or trademark, part number, and serial number.

Ensure that every conductive contact surface or pin is gold-plated or made of a noncorrosive, nonrusting, conductive metal. Do not use self-tapping screws on the exterior of the assembly. All parts shall be made of corrosion-resistant materials, such as plastic, stainless steel, anodized aluminum, brass, or gold-plated metal.

684-5.2.7 Electrical Specifications: MMES must be capable of operating on a nominal voltage of 120 volts alternating current (VAC). Provide an appropriate voltage converter for devices that require operating voltages of less than 120 VAC. Ensure that the MMES has diagnostic light emitting diodes (LEDs), including link, TX, RX, and power LEDs.

684-5.2.8 Environmental Specifications: Ensure that the MMES has an operating temperature range of 0° Celsius to 45° Celsius. Ensure that the MMES has a storage temperature range of -40° Celsius to 70° Celsius. Ensure that the MMES has a noncondensing relative humidity range of 5% to 90% at 40° Celsius.

684-5.3 Installation Requirements: Mount the MMES inside a signalization cabinet utilizing a 2-post rack mount kit that does not exceed 1-Rack Unit. Ensure that the MMES is mounted securely and is fully accessible by field technicians. Ensure that the MMES is resistant to all electromagnetic interference (EMI). Ensure that all unshielded twisted pair/shielded twisted pair Ethernet network cables are compliant with the EIA/TIA-568-B standard.

Subject the MMES to all tests as required by Subarticle 684-1.4 of the Standard Specifications, this modified special provisions, and manufacturer's recommendations.

684-5.4 Testing.

684-5.4.1 Field Acceptance Testing: Conduct field acceptance testing in accordance with Section 611.

Once the MMES has been installed, conduct local field inspection at the MMES site according to the approved test plan. Perform the following:

1.Verify that physical construction has been completed as detailed in the Plans.

2.Inspect the quality and tightness of ground and surge protector connections.

3.Verify proper voltages for all power supplies and related power circuits.

4. Connect devices to the power sources.
5. Verify all connections, including correct installation of communication and power cables.
6. Verify configuration of the MMES Internet Protocol (IP) addresses and subnetwork mask.
7. Verify the network connection to the MMES through ping and telnet sessions from a remote personal computer (PC).
8. Verify command line interface is responding through serial ports.
9. Verify graphical user interface is responding through Ethernet ports.
10. Verify that VLAN's have been configured as directed by and coordinated with the Department.
11. Verify that correct IGMP multicast group has been configured as directed by and coordinated with the Department.
12. Verify SNMP and RADIUS and TACAS+ settings are as specified on www.cflsmartroads.com.

ARTICLE 684-6 is deleted and the following substituted:

684-6 Warranty.

684-6.1 General: 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.

684-6.2 MFES: Ensure that the MFES has a manufacturer's warranty covering defects for five years from the date of final acceptance by the Engineer in accordance with 5-11 and Section 608.

684-6.3 Device Server: Ensure that the device server has a manufacturer's warranty covering defects for five years from the date of final acceptance by the Engineer in accordance with 5-11 and Section 608.

684-6.4 Digital Video Encoder and Decoder: Ensure that the DVE or DVD has a manufacturer's warranty covering defects for two years from the date of final acceptance by the Engineer in accordance with 5-11 and Section 608.

684-6.5 Media Converter: Ensure that the media converter has a manufacturer's warranty covering defects for five years from the date of final acceptance by the Engineer in accordance with 5-11 and Section 608.

684-6.6 MMES: Ensure that the MMES has a manufacturer's warranty covering defects for five years from the date of final acceptance by the Engineer in accordance with 5-11 and Section 608.

ARTICLE 684-7 is deleted and the following substituted:

684-7 Method of Measurement.

The Contract unit price for each MFES, device server, DVE, DVD, media converter, or MMES furnished and installed, will include furnishing, placement, and testing of all equipment and materials, and for all tools, labor, hardware, operational software packages and firmware, supplies, support, personnel training, shop drawings, documentation, and incidentals necessary to complete the work.

Provide software-based decoders at no additional cost when furnished in conjunction with DVEs.

A software-based DVD provided individually must be paid under the pay item below.

SECTION 684 is expanded by the following new Article:

684-8 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section.

Payment will be made under:

- Item No. 684- 1- Managed Field Ethernet Switch-each.
- Item No. 684- 2- Device Server-each.
- Item No. 684- 3- Digital Video Encoder with Software Decoder-each.
- Item No. 684- 4- Digital Video Decoder-each.
- Item No. 684- 5- Media Converter-each.
- Item No. 684- 1-11 Managed Multilayer Ethernet Switch-each.

DEVELOPMENTAL SPECIFICATIONS

**CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR.
(REV 9-7-22)**

ARTICLE 520-2 is expanded by the following new subarticle:

520-2.5 Plates and Grates: For RC Channel Gutter (raised crosswalk channel gutter), when required by the plans, provide cast iron or structural steel grates with openings less than or equal to 1/4 inch. The ratio of surface area to opening area for the grates must not be less than 3 to 1. Plates without openings are acceptable when specified in the plans. Do not use diamond plate or surface applied slip resistant tapes, films, nonmetallic coatings, or other similar materials. Hot-dip galvanize steel grates or plates after shop fabrication and in accordance with Section 962. Galvanized steel plates, steel grates, and cast iron grates shall have a minimum coefficient of friction on the top surface of 0.8 in dry condition, and 0.65 in a wet condition, as determined by ASTM F1677 or ASTM F1679.

ARTICLE 520-11 is deleted and the following substituted:

520-11 Method of Measurement.

For curb or curb and gutter, the quantity to be paid will be the plan quantity, in feet, measured along the face of the completed and accepted curb or curb and gutter. Curb for sidewalk curb ramps or driveways will be paid at the Contract unit price for the adjacent curb type.

For valley gutter or shoulder gutter, the quantity to be paid will be the plan quantity, in feet, measured along the gutter line of the completed and accepted valley gutter or shoulder gutter.

For concrete traffic separator of constant width, meeting the requirements of Standard Plans, Index 520-020, the quantity to be paid will be the plan quantity, in feet, measured along the center of its width, completed and accepted, including the length of the nose.

For concrete traffic separator of nonstandard or varying width, the quantity to be paid will be the plan quantity, in square yards, completed and accepted.

For curb of any type next to concrete pavement, the curb-pavement joint quantity to be paid will be the plan quantity, in feet, measured along the face of the completed and accepted curb.

For RC Channel Gutter, the quantity to be paid will be the plan quantity, in feet, measured along the face of the completed and accepted curb. When a grate is shown in the plans, payment for the grate will be incidental to the RC Channel Gutter.

ARTICLE 520-12 is deleted and the following substituted:

520-12 Basis of Payment.

520-12.1 Concrete Gutter, Curb Elements, and Traffic Separator: Price and payment will be full compensation for all work specified in this Section, including reinforcement steel, dowels, asphalt pavement and base under traffic separator, joint materials and asphalt curb pad.

520-12.2 Excavation: Excavation for new installations will be paid for as roadway excavation in accordance with 120-13.2.

520-12.3 Payment Items: Payment will be made under:

- Item No. 520- 1- Concrete Curb and Gutter - per foot.
- Item No. 520- 2- Concrete Curb - per foot.
- Item No. 520- 3- Concrete Valley Gutter - per foot.
- Item No. 520- 4- Curb-Concrete Pavement Joint - per foot.
- Item No. 520- 5- Concrete Traffic Separator - per foot.
- Item No. 520- 6- Concrete Shoulder Gutter - per foot.
- Item No. 520- 70- Concrete Traffic Separator - per square yard.
- Item No. 920-520- RC Channel Gutter – per foot.

THERMOPLASTIC PAVEMENT MARKINGS.

(REV 3-31-22)

ARTICLE 711-9 is deleted and the following substituted:

711-9 Method of Measurement.

711-9.1 Thermoplastic Pavement Markings: The certified quantities, authorized and acceptably applied, under this Section will be paid as follows:

1. The length, in gross miles, of solid, 10'-30'skip, 3'-9'dotted, 6'-10'dotted, 2'-2'dotted, and 2'-4'dotted lines.

2. The length, in linear feet, of transverse lines, diagonal lines, chevrons, and parking spaces.

3. The number of pavement messages, symbols, arrows and raised crosswalk markings. Each arrow is paid as a complete marking, regardless of the number of "points" or directions. Each vertical deflection marking includes all arrows within the set, and each advance warning marking includes all lines within the set, as shown in the Developmental Standard Plan Index D520-030.

4. The area, in square feet, for removal of existing thermoplastic pavement markings acceptably removed. Payment for removal of thermoplastic pavement markings will only be made for locations where the existing pavement surface is to remain.

The gross mile measurement will be taken as the distance from the beginning of the thermoplastic line to the end of the thermoplastic line and will include the unmarked gaps for skip and dotted lines. The gross mile measurement will not include designated unmarked lengths at intersections, turn lanes, etc. Final measurement will be determined by plan dimensions or stations, subject to 9-1.3.1.

711-9.2 Removal of Existing Thermoplastic Markings: The quantity for removal of existing thermoplastic pavement markings to be paid will be the area, in square feet, acceptably removed. Payment for removal of thermoplastic pavement markings will only be made for locations where the existing pavement surface is to remain.

ARTICLE 711-10 is deleted and the following substituted:

711-10 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Payment will be made under:

Item No. 711	Thermoplastic Pavement Markings
	Solid - per gross mile.
	Solid - per linear foot.
	Skip - per gross mile.

Dotted - per gross mile.
Message or Symbol - each.
Arrows - each.
Vertical Deflection Marking - each.
Vertical Deflection Advance Warning Marking - each.
Yield Line - per linear foot.
Railroad Dynamic Envelope - per linear foot.
Remove - per square foot.

SUPPLEMENTAL SPECIFICATIONS

CONTROL OF MATERIALS.
(REV 12-5-22) (FA 12-5-22) (FY 2023-24)

SUBARTICLE 6-1.3.1.1 is deleted and the following substituted:

6-1.3.1.1 Approved Product List: This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

Manufacturers seeking to have a product evaluated for the APL must submit an application, available on the Department's website at the following URL: <https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>. Applications must include the following documentation:

1. Supporting documentation as required by the Specifications, Standard Plans, and APL approval process. A sample may be requested to verify the product, in accordance with the specifications.
2. A photograph displaying the product as shipped with packaging.
3. A list displaying all components within the shipped packaging, if applicable.
4. Installation instructions and materials, if applicable.
5. Product packaging or product labels as required by the Specifications.
6. Construction material percentages and country source of materials.
7. Last two manufacturing steps and country of manufacture.
8. Manufacturer name and material designation (product name, product model/part number/style number, etc.) must be as identified on the product, product packaging, and product labels.
9. Applications must be signed by a legally responsible person employed by the manufacturer of the product.

Required test reports must be conducted by an independent laboratory or other independent testing facility. Required drawings and calculations must be signed and sealed by a Professional Engineer licensed in the State of Florida.

Products that have successfully completed the Department's evaluation process are eligible for inclusion on the APL. Manufacturers are required to submit requests to the Department for approval of any modifications or alterations made to a product listed on the APL. This includes, but is not limited to, design, raw material, or manufacturing process modifications. Modification or alteration requests must be submitted along with supporting documentation that the product continues to meet Section 6, the Specification, or Standard Plans requirements. A product sample and additional product testing and documentation may be required for the modification evaluation. Any marked variations from

original test values, failure to notify the Department of any modifications or alterations, or any evidence of inadequate performance of a product may result in removal of the product from the APL.

Manufacturers must submit supporting documentation to the Department for a periodic review and re-approval of their APL products on or before the product's original approval anniversary. APL products that are not re-approved may be removed from the APL. Documentation requirements for the product review and re-approval, including schedule and criteria, are available on the Department's website at the following URL: <https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

ARTICLE 6-5 is deleted and the following substituted:

6-5 Products and Source of Supply.

6-5.1 Source of Supply—Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply: Comply with Section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58, which includes the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL.

6-5.2.1 Steel and Iron: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron,

stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

6-5.2.2 Manufactured Products: Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

6-5.2.3 Construction Materials: Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

6-5.2.4 Exemptions to Build America, Buy America: Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

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

MAINTENANCE OF TRAFFIC

(REV 2-17-22) (FA 9-9-22)

SUBARTICLE 102-11.13 is deleted and the following substituted:

102-11.13 Arrow Board: The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for up to two inactive days where the arrow board is used on the two days preceding and following the inactive days as authorized by the Engineer. Payment for additional days may be authorized by the Engineer due to inclement weather.

SUBARTICLE 102-11.14 is deleted and the following substituted:

102-11.14 Portable Changeable Message Sign: The quantity to be paid at the Contract unit price will be for the number of PCMSs or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.

Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer. Payment will be made for up to two inactive days where the portable changeable message sign is used on the two days preceding and following the inactive days as authorized by the Engineer. Payment for additional days may be authorized by the Engineer due to inclement weather.

SUBARTICLE 102-11.15 is deleted and the following substituted:

102-11.15 Portable Regulatory Signs: The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for portable regulatory sign. Payment will be made for up to two inactive days where the portable regulatory sign is used on the two days preceding and following the inactive days as authorized by the Engineer. Payment for additional days may be authorized by the Engineer due to inclement weather.

SUBARTICLE 102-11.16 is deleted and the following substituted:

102-11.16 Radar Speed Display Unit: The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit. Payment will be made for up to two inactive days where the radar speed display unit is used on the two days preceding and following the inactive days as authorized by the Engineer. Payment for additional days may be authorized by the Engineer due to inclement weather.

CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS. (REV 8-17-22) (10-22)

SUBARTICLE 105-8.3 is deleted and the following substituted:

105-8.3 Temporary Traffic Control (Maintenance of Traffic) Personnel: Worksite Traffic Supervisors, flaggers, and other personnel responsible for work zone related transportation management and traffic control must obtain training and certification in accordance with the Department's Temporary Traffic Control (Maintenance of Traffic) Training Handbook located at the following URL address:
<https://www.fdot.gov/roadway/TTC/Default.shtm>.

Worksite Traffic Supervisors or designees must obtain training and certification for the Department's lane closure notification system available at the following URL address:
<https://info.one.network/fdot-live-link-resources>.

APPENDICES

TECHNICAL SPECIAL PROVISIONS.

The following Technical Special Provisions are individually signed and sealed and made part of the Contract as part of the Contract Documents.

T684 – NETWORK DEVICES

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**