

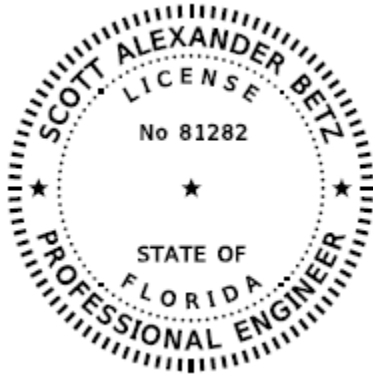
June 08, 2021
PREPARED BY: Scott Betz, PE
CHECKED BY: Lucio Martinez, PE



SPECIFICATIONS PACKAGE
SANDY LANE AND VIA COCONUT POINT BRIDGE REHABILITATION
FINANCIAL PROJECT ID(S) – N/A

DISTRICT ONE
VILLAGE OF ESTERO, LEE COUNTY

The January 2021 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 Scott A. Betz, 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: _____
State of Florida,
Professional Engineer, License No.: 81282
Firm/Agency Name: Kisinger Campo & Associates, Corp.
Firm/Agency Address: 201 N Franklin Street, Suite 400
City, State, Zip Code: Tampa, FL 33602
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SPECIAL PROVISIONS

DEFINITIONS AND TERMS.

(REV 3-9-18) (7-21)

ARTICLE 1-3. The definition of ‘Contract Documents’ is deleted and replaced by the following:

Contract Documents.

The term “Contract Documents” includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, Plans (including revisions thereto issued during construction), Standard Plans, Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, work documents, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplementary agreements. As used in Section 2 only, Contract Documents also do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

ARTICLE 1-3. The definition of ‘Department’ is deleted and replaced by the following:

Department.

Village of Estero, Board of Commissioners and/or Public Works Department

ARTICLE 1-3. The definition of ‘Engineer’ is deleted and replaced by the following:

Engineer.

The Public Works Director, Village of Estero, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

ARTICLE 1-3. The definition of “Plans” is deleted and replaced by the following:

Plans.

The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

In this contract, references to “the plans” mean the Florida Department of Transportation’s (FDOT) Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents. When plans are included as part of this contract, references in this contract to “the plans” mean such plans and the FDOT’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents.

ARTICLE 1-3 is expanded by the following:

Contract Term.

The period of time during which the Contract is in effect.

Contract Term Extension.

An extension of the Contract Term at the Department’s sole discretion. An extension of the Contract Term does not extend Contract Time unless Contract Time is also extended in accordance with these Specifications.

Work Document.

Work Documents identify the location, description, amount of work to be accomplished, and time allotted to complete the work.

PROPOSAL REQUIREMENTS AND CONDITIONS – PREQUALIFICATION OF BIDDERS.

(REV 3-15-16) (7-21)

ARTICLE 2-1 is deleted and the following substituted:

2-1 Contractor Experience.

The Department does not require a Contractor to have a certificate of qualification if bidding Maintenance contracts. Maintenance contracts may require potential bidders to have and document certain experience in the type of work required for the contract. If this requirement is applicable to a contract, detailed experience requirements will be listed in the advertisement and a form will be included with the bid package to document such experience. The form must be fully and accurately completed by the potential bidder and received by the Department before or at the opening of the bids.

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

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.

3. Bids on leases of real property to a public entity.

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

**PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.
(REV 11-3-15) (FA 1-27-16) (7-21)**

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 methods and within the timeline outlined in the Request for Bid. 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 in accordance with the format and timeline specified in the Request for Bid. 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.

When, in the sole judgment of the Department, responses to questions require Plan revisions, Specification revisions and/or addenda, the Department will issue them as necessary.

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

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

**AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT.
(REV 4-27-16) (7-21)**

SUBARTICLE 3-2.2 is deleted.

**AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.
(REV 10-17-16) (FA 10-24-16) (7-21)**

ARTICLE 3-9 is expanded by the following:

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

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

**SCOPE OF WORK – INTENT OF CONTRACT.
(REV 2-15-17) (7-21)**

ARTICLE 4-1 is deleted and the following substituted:

The work under this Contract consists of concrete restoration, milling and resurfacing, installation of scour countermeasures, and other miscellaneous repairs.

The summary of pay items for this project is listed in the Bid Price Proposal.

Pay item quantities shall replace “plan quantities” in all instances in the Contract Documents and will be determined by calculation in accordance with 9-1.3.1 regardless of designation elsewhere.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (MANATEE).
(REV 5-13-20) (FA 6-29-20) (7-21)**

SUBARTICLE 7-1.4 is expanded by the following:

The Department has determined that the project occurs within the known habitat of manatees (*Trichechus manatus*).

The Department will provide instruction at a preconstruction meeting regarding:

1. The presence of the species and manatee speed zones.
2. The appearance, habits and biology of the species.
3. Their protected status.
4. The need to avoid collisions with and injury to the species.
5. The civil and criminal penalties for harming, harassing, or

killing these species.

Advise all work crews of this information.

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

Do not dredge river bottom for barge access.

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

Use fenders or buoys to prevent entrapping manatees between vessels and other structures

Maintain taut mooring lines. If slack remains in the line, sleeve the line with PVC.

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

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

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

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

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

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

(REV 5-25-17) (FA 6-13-17) (7-21)

SUBARTICLE 7-1.4 is expanded by the following:

The Department has determined that eastern indigo snake (*Drymarchon corais couperi*) habitat exists in the project limits. Implement the Standard Protection Measures for the Eastern Indigo Snake published by the US Fish and Wildlife Service which are available at: http://www.fws.gov/northflorida/IndigoSnakes/20130812_Eastern_indigo_snake_Standard_Protection_Measures.htm.

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

(REV 2-10-94) (7-21)

SUBARTICLE 7-11.5.3 is expanded by the following:

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

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - INSURANCE.

(REV 5-27-15) (7-21)

SUBARTICLE 7-13.2 is deleted and the following substituted:

7-13.2 Commercial General Liability Insurance: Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance will be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage must be on an “occurrence” basis and include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured must be primary as to any other available insurance and not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage must not be less than \$250,000 for each occurrence and not less than a \$500,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein must apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. Pay all deductibles as required. No policy/ies or coverage described herein can contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of

Liability Insurance reflecting the coverage described herein. The Department must be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates will not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
CONTRACTOR'S RESPONSIBILITY FOR WORK.**

(REV 5-27-15) (7-21)

ARTICLE 7-14 is deleted and the following substituted:

7-14 Contractor's Responsibility for Work.

Until the Department's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage 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 - EQUAL
EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

(REV 4-25-02) (FA 7-17-02) (7-21)

SECTION 7 is expanded by the following:

7-27 Equal Employment Opportunity Requirements.

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

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

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

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

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

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

Follow the following procedures:

1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

2. Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.

3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

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

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

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

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

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

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

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

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

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

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.
(REV 6-13-11) (FA 6-16-11) (7-21)**

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) (7-21)

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.

**PROSECUTION AND PROGRESS – SUBLETTING OR ASSIGNING OF CONTRACTS.
(REV 10-8-15) (7-21)**

ARTICLE 8-1 is deleted and the following substituted:

8-1 Subletting or Assigning of Contracts.

Do not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of any right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work. The Certification of Sublet Work request will be deemed acceptable to the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the request.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement, the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

Execute all agreements to sublet work in writing and include all pertinent provisions, specifications and requirements of the Contract. Upon request, furnish the Department with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective responsibilities and liabilities under the Contract and Contract Bond.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

**PROSECUTION AND PROGRESS.
(REV 5-18-17) (7-21)**

ARTICLE 8-2 is deleted and replaced by the following:

8-2 Work Performed by Equipment Rental Agreement.

Rental agreements will not be considered subcontracts.

SUBARTICLE 8-3.2 is deleted.

SUBARTICLE 8-3.3, the last sentence has been deleted and the following substituted:

The Department will issue the Notice to Proceed in accordance with its procurement process.

SUBARTICLE 8-3.5 is deleted and the following substituted:

8-3.5 Preconstruction Conference: Immediately after executing the Contract but before the Contractor begins work, the Engineer will call a pre-work conference at a location the Engineer designates to go over the work required by the Contract. Attend this meeting, along with the Department and any utility companies that will be involved with the work.

PROSECUTION AND PROGRESS - EQUIPMENT. **(REV 8-2-19) (7-21)**

ARTICLE 8-4 is expanded by the addition of the following new Subarticle:

8-4.10 Equipment: Equip vehicles and mobile equipment used on the project with a minimum of one class 2 amber or white flashing light that meets the Society of Automotive Engineers recommended practice SAE J845 and SAE J1318. The Engineer may require a white flashing light meeting the above requirements when conditions reduce the effectiveness of amber light (i.e., at night under high intensity discharge lights such as sodium vapor).

Ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.

Park vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. Conduct service and supply operations as close to the right-of-way line as possible. Do not park equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the Engineer to be prohibitive.

SUBARTICLE 8-5 is expanded by the following:

All persons employed by the Contractor or Subcontractors working within the Department's right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <https://www.fdot.gov/maintenance/npdes-stormwater.shtm>.

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

**PROSECUTION AND PROGRESS – CONTRACT TIME AND TERM EXTENSIONS.
(REV 8-25-17) (7-21)**

SUBARTICLE 8-7.3.2 is deleted and the following substituted:

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Contractor must continually monitor the effects of weather. When a controlling item of work is delayed by the effects of rains or other inclement weather, the Contractor may submit a request for an extension of contract time to the Engineer due to the weather related delay. Requests must be submitted no later than 10 calendar days after the work was originally scheduled to be completed. Upon timely receipt of the request of Contract Time extension from the Contractor for weather related delays, the Engineer will investigate the conditions, and if found justifiable, the Engineer will grant the time extension within five calendar days of receipt of the request.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations as defined in 8-6.4 that prevent the Contractor from productively performing controlling items of work resulting in:

(1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

(2) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that

the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the effect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

(1) Delays are the result of either utility work that was not detailed in the plans, or utility work that was detailed in the plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

(2) Utility work actually affected progress toward completion of controlling work items.

(3) The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

ARTICLE 8-7 is expanded by the following:

8-7.3.3 Contract Term Extension: The Department will monitor the Contractor's performance of the work. If the percentage of work progress indicates that the Contractor will not complete the work as contemplated by the original Contract and any Supplemental Agreements prior to the expiration of the Contract Term, the Department may extend the Contract Term. A Contract Term Extension is subject to the same terms and conditions set forth in the original Contract and any Supplemental Agreements. The cumulative period of all Contract Term Extensions shall not exceed 180 calendar days unless the failure to meet the criteria set forth in the Contract for completion of the Contract is due to events beyond the control of the Contractor. The Contractor will receive written notification of the Contract Term Extension.

ARTICLE 8-8 is deleted and the following substituted:

8-8 Contractor Non-Responsibility.

Section 337.16(2) of the Florida Statutes and Rule 14-22, Florida Administrative Code (FAC), establish certain requirements for Contractors bidding on or any Maintenance Contracts, and authorize ineligibility to bid due to Contractor non-responsibility.

The Department will review and rate the performance of each Contractor using the Contractor Field Performance Report. The Contractor will receive written notification of the Field Performance Report and will be given an opportunity to resolve disputes concerning the rating.

SUBARTICLE 8-9.1 is deleted and the following substituted:

8-9.1 Determination of Default: The following acts or omissions constitute acts of default and, except as to subparagraphs (i and k), the Department will give notice, in writing, to the Contractor and his surety for any delay, neglect or default, if the Contractor:

(a) fails to begin the work under the Contract within the time specified in the Notice to Proceed;

(b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;

- (c) performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;
- (d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so;
- (e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
- (f) allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
- (g) makes an assignment for the benefit of creditors;
- (h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;
- (i) fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
- (j) for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.
- (k) fails to comply with 3-9.
- (l) fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

For a notice based upon reasons stated in subparagraphs (a) through (h) and (j): if the Contractor, within a period of time specified by the Department after receiving the notice described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

If the Contractor, after having received a prior notice described above for any reason stated in subparagraph (b), (c), (d), (e), (f) or (h), commits a second or subsequent act of default for any reason covered by the same subparagraph (b), (c), (d), (e), (f) or (h) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect or default and the Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (i), if the Contractor fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (k), if the Contractor fails to comply with 3-9, the Department will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.

Notwithstanding the above, the Department shall have the right to declare the Contractor (or its “affiliate”) in default and immediately terminate this Contract, without any prior notice to the Contractor, in the event the Contractor (or its “affiliate”) is at any time “convicted” of a “contract crime,” as these terms are defined in Section 337.165(1), Florida Statutes. The Department’s right to default the Contractor (or its “affiliate”) for “conviction” of a “contract crime” shall extend to and is expressly applicable to any and all Department Contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its “affiliate”) that resulted in the “conviction.” In the event the Department terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed work up to the date of termination. Further, the Contractor shall be liable for any and all additional costs and expenses the Department incurs in completing the Contract work after such termination.

SUBARTICLE 8-9.3 is deleted and the following substituted:

8-9.3 Completion of Work by Department: Upon declaration of default, the Department will have full authority to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of the Contractor’s default, including the costs of completing the work under the Contract, against the Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay the Department the amount of the excess.

If, after the period of time specified by the Department and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes his intent to prosecute the work in accordance with the Department’s requirements, then the Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.

(REV 8-12-16) (7-21)

SUBARTICLE 9-2.1 is expanded as follows:

Request payment for work completed and accepted by the Department by submitting an invoice using the pay items and unit prices contained in the Contract. Include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date and the

period that the invoice represents. If required by the Engineer, furnish photos of the completed work at each location with the invoice. Submit the invoice no more often than once every 28 days to the Engineer in charge of the project. Upon receipt and approval, payment will be made less an amount retained or withheld in the Contract.

For Lump Sum contracts, within 21 calendar days after contract award or at the pre-work meeting, whichever is earlier, prepare and submit to the Engineer a schedule of values. With the Engineer's approval, the schedule of values will be the basis for determining monthly payments.

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

SUBARTICLE 9-3.2 is deleted.

SUBARTICLE 9-3.3.1 is deleted and the following substituted:

9-3.3.1 Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error. The term "substantial error" is defined as the smaller of (a) or (b) below:

- (a) a difference between the original plan quantity and final quantity of more than 5%,
- (b) a change in quantity which causes a change in the amount payable of more than \$5,000.

SUBARTICLE 9-5.1 is deleted and the following substituted:

9-5.1 General: If the Contract Time extends over a period in excess of 45 calendar days, the Contractor may claim partial payment for work completed and accepted by the Department by submitting an invoice. The actual reimbursement to the contractor will be based on:

1. the items shown in the schedule of values completed for the Lump Sum contract, or
2. the pay items and the unit prices contained in the Contract Document completed, and accepted by the Engineer in charge.

Contract amount is defined as the original contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each project on multiple project Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

An amount may be retained from a Contractor’s payment until final acceptance of materials or work at the end of a burn-in or establishment period. The amount retained will be determined in accordance with the following schedule:

Percentage Contract Amount Completed	Amount Retained
0 to 75	None
75 to 100	10 % of value of work completed exceeding 75% of Contract Amount.

The Engineer will make payments based upon invoices submitted by the Contractor in accordance with 9-2.1.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-8 is deleted and the following substituted:

9-8 Acceptance and Final Payment.

Submit a request for verification of Project Final Completion to the Department within 90 days of submittal of the final invoice. Failure to submit this request may result in a determination of Contractor Non-Responsibility and cause delayed payment.

ARTICLE 9-9 is expanded by the following:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Bureau of Accounting at (850) 413-5516.

CONSTRUCTION EQUIPMENT - GENERAL REQUIREMENTS.

(REV 1-28-15) (7-21)

SUBARTICLE 100-1 is expanded by the following:

Clearly and legibly identify the owner of all equipment on the Department's right-of-way.

MOBILIZATION.

(REV 7-29-13) (7-21)

SUBARTICLE 101-2.1 is deleted and the following substituted:

101-2.1 When a Separate Item is Included in the Proposal: When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the contract unit price for the item of Mobilization.

Payment will be made under the items specified in the Bid Price Proposal.

SUBARTICLE 101-2.2 is deleted and the following is substituted:

101-2.2 Partial Payments: When the proposal includes a separate pay item for Mobilization - Lump Sum, partial payment will be prorated based on the percentage of contract amount earned for work completed and accepted by the Department.

MAINTENANCE OF TRAFFIC.

(REV 3-2-20) (7-21)

SUBARTICLE 102-3.3 is deleted and the following substituted:

102-3.3 Lane Closures: Approval of all lane closures, mobile operations, and traffic pacing operations is required. Submit requests to the Engineer not less than 14 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 pacing operations, revise the lane closure request as soon as possible.

SUBARTICLE 102-5.4 is deleted and the following substituted:

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or

traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

ARTICLE 102-7 is expanded by the following:

Provide off-duty law enforcement officer when required or as directed by the Engineer.

SUBARTICLE 102-9.1 is deleted and the following substituted:

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g. signs) that do not apply to current conditions. When in use, place a channelizing device at each corner of arrow boards, portable changeable message signs, radar speed display trailers, and any other trailer-mounted device. When not in use, move arrow boards, portable changeable message signs, radar speed display trailers, and any other trailer-mounted device outside of the clear zone or place them at the appropriate setback distance behind an existing barrier or temporary barrier that is present for shielding other items.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to allow adequate time to review the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible, and clean. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

<https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content->

[docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10).

Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2.

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

SUBARTICLE 102-9.1.1 is deleted:

SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: All devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for each day or each location.

ARTICLE 102-12 is deleted.

ARTICLE 102-13.23 is deleted and the following substituted:

102-13.23 Maintenance of Traffic: Price and payment will be full compensation for all work and costs specified under Section 102.

When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the scheduled items of the overall Contract and no separate payment will be made.

102-13.24 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

CLEARING AND GRUBBING.

(REV 8-30-17) (7-21)

ARTICLE 110-2 is expanded by the following:

110-2.6 Clearing and Grubbing Locations: Clear and grub within the areas shown in the Work Document or the Plans.

Remove portions of fence when necessary to gain access within fenced areas. Restore fence immediately following completion of the work described in the work document. Cost of restoring the fence will be included in the cost of clearing and grubbing.

Report to the Engineer, before beginning work, all damaged fence, fence posts and other appurtenances such as sign posts and bases, delineators posts, guardrail or barrier walls, light poles, endwalls, pipes, drainage structures, poles, guys, landscape areas, etc. Damaged fence, fence post or other appurtenance found after beginning work will be deemed damaged and will be replaced at no cost to the Department.

ARTICLE 110-9 is expanded by the following:

110-9.6 Stockpiling Debris: Stockpile outside of the clear zone, or remove and dispose from the right-of-way, all material that was the result of the clearing and grubbing operation at the end of each day. Provide disposal areas approved by the Engineer, in accordance with the applicable requirements of the Federal, State, and Local Rules and Regulations.

SUBARTICLE 110-11.1 is deleted and the following substituted:

110-11.1 Clearing and Grubbing: When direct payment is provided in the Contract, the quantity to be paid for will be the lump sum quantity.

When areas of clearing and grubbing are designated to be paid for separately by the acre, the quantity to be paid for will be determined by measurement of the areas authorized by the Engineer to be cleared and grubbed and acceptably completed. Measurements of the above areas will be rounded to the nearest one thousandths (0.001) acre.

For areas of flexible pavement, the quantity to be paid for will be the number of square yards of flexible pavement removed. Measurements will be rounded up to the nearest yard.

APPENDICES

TECHNICAL SPECIAL PROVISIONS.

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

- TSP401 – Technical Special Provision for Concrete Restoration

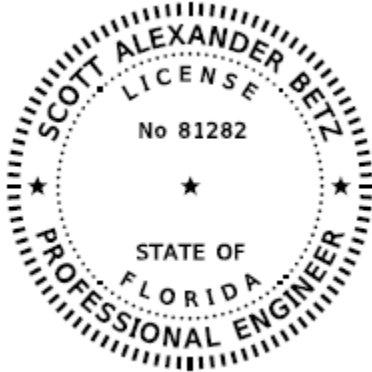
**TECHNICAL SPECIAL PROVISION
FOR CONCRETE RESTORATION**

Financial Project ID: N/A

Bridge Nos. 124008 & 124130

This items has been digitally signed and sealed by Scott A. Betz 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:	<u>TBD</u>
State of Florida, Professional Engineer, License No.:	<u>Scott A. Betz, P.E. No.81282</u>
Firm Name:	<u>Kisinger Campo & Associates, Corp.</u>
Firm Address:	<u>201 N. Franklin St., Suite 400</u>
City, State, Zip Code:	<u>Tampa, FL 33602</u>
Certificate of Authorization Number:	<u>02317</u>
Pages:	<u>29 - 32</u>



T401 – CONCRETE RESTORATION

T401-1 Description:

Replace deteriorated concrete by placing polymer/latex modified concrete containing micro-silica or other specified material as indicated in the contract documents. For the other specified materials, install in accordance with manufacturer's recommendations and the following installation requirements.

In addition to the locations of spalls shown in the Plans, the Contractor shall perform a sounding survey of the culvert top slab in all cells and identify all locations in need of concrete repair. The survey shall be performed in the presence of the Engineer prior to commencing any repair procedures. No concrete removal shall be performed without the Engineer's approval.

T401-2 Materials:

Mortar/concrete shall be an Approved Products List (APL) approved polymer/latex modified-silica fume enhanced mortar/concrete unless otherwise required in the contract documents. The selected material shall achieve a minimum compressive strength of 4,500 psi in seven days and 5,500 psi in 28 days. Due to the nature of the repairs, materials applied with pneumatic sprayers are not allowed.

For horizontal or vertical spalls greater than 1 inch deep, use repair mortar that includes an FDOT approved aggregate in accordance with manufacturer's recommendations. For spalls near the water that may be submerged during cure, add anti-washout mixture. For horizontal or vertical spalls less than 1 inch deep, hand-apply repair mortar in accordance with manufacturer's recommendations.

Proposed repair material and method of application (including manufacturer's specifications and formulation) shall be submitted for approval by the Engineer prior to commencing work.

Materials must be applied in accordance with Section 400 of the FDOT Specifications, these Technical Special Provisions, the plans, and the manufacturer's recommendations.

T401-3 Surface Preparation:

Remove deteriorated concrete to sound material (or limits described in plans) by chipping with light duty pneumatic or electric concrete chippers (30 LB or less in general, 15 LB or less adjacent to strand, reinforcing steel, and structural limits of construction). Remove concrete that is contaminated with grease or oil.

Blast clean all reinforcing bars and strand exposed after cleaning to leave a near white metal surface. Splice severed prestressing strands as detailed in the plans. Replace bars that have lost 1/4 or more of their original diameter with new bars spliced in place within the original cover, lapping sufficiently to develop the full strength of the bar as detailed in the plans and, if necessary, providing additional chipping. Dual bars of equivalent or greater section may be used. Where the bond between existing concrete and reinforcing steel has

been destroyed, or where more than half the diameter of the steel is exposed, remove the concrete adjacent to the bar to a depth that will permit modified concrete to bond to the entire periphery of the exposed bar. In some cases the engineer may require undercutting all exposed reinforcing steel if required to achieve improved bonding. A minimum of ¾ inch clearance is required for this purpose. Prevent cutting, stretching or damaging of exposed reinforcing steel.

Blast clean existing concrete surfaces that will be in contact with freshly placed repair material and clean to remove loose material and dust immediately prior to application of repair material.

T401-4 Mixing:

Provide a Mix Plan for quantities of bag mix in excess of 1.0 cubic yard at a single location for the Engineer's approval including: manufacturer's specifications, method of mixing, means of application, and placement procedure to provide a homogenous pour free of cold joints. Use clean mixers and accurately proportioned ingredients. Mix the materials at the site in accordance with the specific equipment requirements. Ensure that the material, as discharged from the mixer, is uniform in composition and consistency.

T401-5 Quality Control:

A quality control/quality assurance (QC/QA) plan that shall govern all work shall be submitted by the Contractor to the Engineer for approval prior to commencing the installation work for the concrete restoration. Cost of the quality control and other technical services shall be included as incidental to the concrete restoration. No additional payments will be allowed for technical services.

As a minimum, include in the QC/QA Plan means and methods and equipment for removing the deficient concrete and cleaning the reinforcing steel, repair materials, and forming and placement methods. Also include frequency of intended QA visits and time to discuss QC and method of construction with Contractors and the Engineer.

Produce 2 to 3 test cylinders (as requested by the Engineer) in accordance with ASTM C31 and test for compressive strength gain determinations in accordance with ASTM C39. The Engineer will determine the time of testing. Cure test cylinders in air for the full curing period required before testing

T401-6 Placing and Finishing

T401-6.1 Typical spall repair: A concrete bonding agent, compatible with the repair material and approved by the Engineer, shall be applied to exposed reinforcing steel prior to the placement of new repair material, and, if recommended by the material manufacturer, to the existing concrete. The compound shall be applied and cured in accordance with approved manufacturer's instructions. The bonding agent shall contain corrosion inhibitors.

Repair areas of unsound concrete with the following modifications for spalls greater than 1 inch deep. Cut the upper perimeter of sound concrete to an angle sloping slightly upward

to avoid entrapping air and water. Form area to be repaired to original neat lines. Form must withstand the anticipated head of the repair material and a minimum pressure of 10 psi. Apply form release agent, compatible to the repair material, to interior surfaces of form. Pump material into forms with proper venting to ensure complete filling of voids, starting with a port at the bottom of the form. Perform external form vibration as necessary to insure proper consolidation. Cap vents when steady flow of material is ensured then fill until an immediate increase of 3 to 5 psi is detected. Upon removal of forms, cure the repair material and patch any deficiencies detected. See plans for additional details. At the Engineer's discretion, gravity fed pours may be allowed in some cases for uniform deficiency shapes where quality control can be assured after trial installations.

T401-6.2: Typical crack repair: Cracks within solid concrete with widths greater than 0.008 inches shall be stabilized using epoxy injection methods in accordance with Section 411 of the Specifications. Surface depressions shall be filled and cured in advance with epoxy filler per Manufacturer's instructions. Any surface roughness caused by injection shall be removed.

T401-7 Limitations:

Do not place repair material at temperatures below 45°F, or above 85°F, or more stringent temperature ranges provided by the manufacturer unless adequate protection is provided against adverse effects of extreme temperature conditions.

Coarse aggregate to extend repair material (when bagged mix is used) shall be maintained at a clean, dry, location where protected from the elements to avoid material contamination. Amount of aggregate for grout extension shall be as recommended by material manufacturer. Use coarse aggregate approved by the repair material manufacturer or from an FDOT approved source.

T401-8 Method of Measurement:

The quantity to be paid for will be the volume in cubic feet of concrete repair material authorized, complete, in place and accepted. The method utilized in determining the volume shall be calculated by the Contractor for concurrence by the Engineer and will be the surface area in square feet multiplied by the average depth of such areas.

T401-9 Basis of Payment:

Price and payment will be full compensation for all work specified in this Technical Special Provision including all removals, surface preparations, bonding agents, concrete placement, dewatering, forming, materials, equipment, tools, scaffolds, labor and other materials necessary to complete the work in accordance with the contract documents.

Payment will be made under:

Pay Item No. 401- 70- 3

Restore Spalled Areas, Latex Modified Mortar - Acrylic
Per Cubic Foot (CF)

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**