

SECTION 4 SCOPE OF THE WORK

4-1 Intent of Contract.

The intent of the Contract is to provide for the construction and completion in every detail of the Work described in the Contract. Furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents.

4-2 Work not covered by Standard Specifications.

Proposed construction and any contractual requirements not covered by these Standard Specifications may be covered by Contract Plan notes or by Supplemental Specifications or Special Provisions for the Contract, and all requirements of such Supplemental Specifications or Special Provisions shall be considered as a part of these Specifications.

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Director reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Director. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. Minor increases, decreases or alterations that do not change the scope of the Project, the Project cost, or the Contract Time may be initially authorized in a Field Directive Change Order. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract. All Field Directive Change Orders shall be approved as a Supplemental Agreement pursuant to 4-3.4 prior to Project close-out.

The term "significant change" applies only when:

1. The Director determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
2. A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The County will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the County will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Director shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Director was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Director reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a

notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the County a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the County's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the County, the County will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the County thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the County.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Director may direct in writing that extra work be done and, at the Director's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
* Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Director the following:

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- b. Actual Rate for items listed in Table 4-3.2.1,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Director as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Director and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On

all projects, the Director will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
- b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Director to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The County will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the County will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the County via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the County, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the County is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the County is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the County is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the County, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) or (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the County and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the County but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time

C = 8%

Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the County of clear and convincing proof

that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Director. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Director will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Director and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed \$100,000 or 10% of the original Contract price, whichever is greater.

Except for Work included within a Field Directive Change Order, perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Director. The Director's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the County's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Director will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Director determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Director will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Director will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Director will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Director will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Director will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Director will not allow a Contract adjustment under this clause for any effects caused to any other County or non-County projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the County in writing of any such potential impacts to utilities.

County approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. County Potential Proposals will be discussed as an agenda item at the pre-construction meeting. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the County as a proposal submitted pursuant to this Subarticle.

2. The County will consider Proposals that would result in net savings to the County by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the Contractor from submitting Proposals when the required functions and characteristics can be combined, reduced or eliminated because they are nonessential or excessive. The County will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal.

3. The County shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the County's execution of a formal supplemental agreement

implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The County may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and County to discuss the potential Proposal prior to development of the Proposal.

4-3.9.2 Subcontractors: The County encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the County or to accept or transmit subcontractor proposed Proposals to the County.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to Plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the County adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the County accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The County may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the County must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the County and Peer reviews.

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

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

determining the estimated net savings, the County reserves the right to disregard the Contract bid prices if, in the judgment of the Director, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

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

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

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The County will not include its costs to process and implement a Proposal in the estimate. However, the County reserves the right, where it deems such action appropriate, to require the Contractor to pay the County's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the County imposes such a condition, the Contractor shall accept this condition in writing, authorizing the County to deduct amounts payable to the County from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Director, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the County in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all County requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the County. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the County requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractor's Engineer of Record for the Proposal design. The County reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable County, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the County approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the County. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable

documented engineering costs will be paid by the County. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and County's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on FDOT's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 County's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the County and its contractors (such grant being expressly limited solely to any and all existing or future County construction projects and any other County projects that are partially or wholly funded by or for the County) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other County projects.

Contractor shall hold harmless, indemnify and defend the County and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the County has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

4-4 Unforeseeable Work.

When the County requires work that is not covered by a price in the Contract and such work does not constitute a "Significant Change" as defined in 4-3.1, and the County finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the County will make an adjustment to the Contract. The Director will determine the basis of payment for such an adjustment in a fair and equitable amount.

4-5 Rights in and Use of Materials Found on the Site of the Work.

4-5.1 Ownership and Disposal of Existing Materials: Take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal. Such materials do not include earth or other excavated material required for the construction of the project. During construction, the Contractor may use materials from existing structures that are required to be removed and that are designated to remain the property of the County. Do not cut or otherwise damage such material during removal unless the Director gives permission to do so. Store material in an accessible location as the Director directs. The County is not responsible for the quality or quantity of any material salvaged.

4-5.2 Ornamental Trees and Shrubs: Take ownership of all ornamental trees or shrubs existing in the right-of-way that are required to be removed for the construction operations and which are not specifically designated in the Plans to be reset, or to be removed by others prior to the construction operations.

4-6 Final Cleaning Up of Right-of-Way.

Upon completion of the work, and before the County accepts the work and makes final payment, remove from the right-of-way and adjacent property all falsework, equipment, surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, that has been damaged during the prosecution of the work; and leave the waterways unobstructed and the roadway in a neat and presentable condition throughout the entire length of the work under Contract. Do not dispose of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners. The Director will allow the Contractor to temporarily store equipment, surplus materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the project. However, do not place or store discarded equipment, materials, or rubbish on such a site.

Shape and dress areas adjacent to the project right-of-way that were used as plant sites, materials storage areas or equipment yards when they are no longer needed for such purposes. Restore these areas in accordance with 7-11.1 and 7-11.2. Grass these areas when the Director directs.

SECTION 5 CONTROL OF THE WORK

5-1 Plans and Working Drawings.

5-1.1 Contract Documents: Have available the Contract Documents on the worksite at all times.

5-1.2 County Plans: Plans consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. In general, roadway plans will show alignment, profile grades, typical cross-sections and general cross-sections. In general, structure plans will show in detail all dimensions of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades, and B.M. Datum is North American Vertical Datum 1988 (NAVD-1988), National Geodetic Vertical Datum of 1929 (NGVD-1929), or other datum as noted in the Plans.

5-1.3 Alterations in Plans: The County will issue, in writing, all authorized alterations affecting the requirements and information given on the approved Plans.

5-1.4 Shop Drawings:

5-1.4.1. Definitions:

1. Shop Drawings: All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the Contractor to define some portion of the project work. The type of work includes both permanent and temporary works as appropriate to the project.

2. Permanent Works: All the permanent structures and parts thereof required of the completed Contract.

3. Temporary Works: Any temporary construction work necessary for the construction of the permanent works. This includes but is not limited to bracing, falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, and special erection equipment.

4. Construction Affecting Public Safety: Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, demolition of a continuous span structure while traffic is under any span, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

5. Major and Unusual Structures: Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

- a. Bridges with an individual span longer than 300 feet.
- b. Structurally continuous superstructures with spans over 150 feet.
- c. Steel box and plate girder bridges.
- d. Steel truss bridges.
- e. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
- f. Cable stayed or suspension bridges.
- g. Arch bridges.
- h. Tunnels.

i. Movable bridges (specifically electrical and mechanical components).

j. Rehabilitation, widening, or lengthening of any of the above.

6. Special Erection Equipment includes launching gantries, beam and winch equipment, form travelers, stability towers, strong-backs, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction equipment such as cranes.

7. Falsework includes any temporary construction work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring.

8. Formwork includes any structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty Engineer for Construction Affecting Public Safety and for Major and Unusual Structures.

9. Scaffolding is an elevated work platform used to support workmen, materials and equipment, but not intended to support the structure.

10. Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this Section, this term is interchangeable with falsework.

11. Bracing is a temporary structural member(s) placed between beams, girders, piles columns, etc. to provide stability during construction activities.

12. Contractor Originated Designs: Items which the Contract Documents require the Contractor to design, detail and incorporate into the permanent works.

5-1.4.2 Work Items Requiring Shop Drawings: In general, the County requires shop drawings for items of work not fully detailed in the Plans which require additional drawings and coordination prior to constructing the item, including but not limited to:

1. Bridge components not fully detailed in the Plans, i.e. segments, steel girder details, post-tensioning details, handrails, etc.

2. Retaining Wall Systems

3. Precast Box Culverts

4. Non-standard structures and components for drainage, lighting, signalization and signing

5. Building structures

6. Non-standard crash cushions and other nonstructural items

7. Design and structural details furnished by the Contractor in compliance with the Contract

8. Temporary Works affecting public safety

Additional clarification for certain types of bridge structures is provided in 5-1.4.7. Other provisions of the Contract Documents may waive the requirement for submittals for certain items; i.e., items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Review the Contract Documents to determine the submittals required.

5-1.4.3 Schedule of Submittals: Prepare and submit a schedule of submittals that identifies the work for which shop drawings apply. For each planned submittal, define the type, and approximate number of drawings or other documents that are included and the planned submittal date, considering the processing requirements herein. Submit the schedule of submittals to the CEI Consultant within 60 days of the start of the Contract, and prior to the submission of any shop drawings.

Coordinate subsequent submittals with construction schedules to allow sufficient time for review, approval, and re-submittal as necessary.

5-1.4.4 Style, Numbering, and Material of Submittals:

5-1.4.4.1 Drawings: Submit all shop drawings that are necessary to complete the structure in compliance with the design shown in the Plans. Prepare all shop drawings using the same units of measure as those used in the Contract Plans. Consecutively number each sheet in the submittal series, and indicate the total number in the series (i.e., 1 of 12, 2 of 12 . . . 12 of 12). Include on each sheet the following items as a minimum requirement: the complete Project Number, Financial Project Identification Number (if applicable), Bridge Number(s), drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the work is being done, the initials of the person(s) responsible for the drawing, the date on which the drawing was prepared, the location of the item(s) within the project, the Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate. A re-submittal will be requested when any of the required information is not included.

Shop drawings shall be submitted in Portable Document Format (PDF) files, formatted on 11 inch by 17 inch sheets.

5-1.4.4.2 Other Documents: Submit PDF files of other documents such as trade literature, catalogue information, calculations, and manuals formatted on sheets no larger than 11 inch by 17 inches. Clearly label and number each sheet in the submittal to indicate the total number of sheets in the series (i.e., 1 of 12, 2 of 12 . . . 12 of 12).

Prepare all documents using the same units of measure as the Contract Plans and include a Table of Contents cover sheet. List on the cover sheet the total number of pages and appendices, and include the complete Project Number, Financial Project Identification Number (if applicable), a title referencing the submittal item(s), the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate.

Submit appropriately prepared and checked calculations and manuals that clearly outline the design criteria. Include on the internal sheets the complete Financial Project Identification Number and the initials of the person(s) responsible for preparing and checking the document.

Clearly label trade literature and catalogue information on the front cover with the title, Financial Project Identification Number, date and name of the firm and person(s) responsible for that document.

5-1.4.5 Submittal Paths:

5-1.4.5.1 General: Shop drawings are not required for prequalified items. For non-prequalified items, details of the submittal path and protocol to be followed will be established by the CEI Consultant and communicated at the preconstruction conference. Shop

drawing review will be performed by the Engineer of Record for the project feature associated with each submittal and communicated through the CEI Consultant. Shop drawing submittals shall include other information such as catalog data, procedure manuals, fabrication/welding procedures, and maintenance and operating procedures when required by the work. Submit material certifications and material tests to the CEI Consultant. The Contractor is responsible for checking and verifying any necessary field dimensions required in the development of shop drawings.

5-1.4.5.2 Building Structures: Submit working, shop and erection drawings, and all correspondence related to building structures to the CEI Consultant for review and approval.

5-1.4.5.3 Contractor-Originated Design: Submit shop drawings and applicable calculations to the CEI Consultant for review. The shop drawings and applicable calculations must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record. Submit in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.4 Temporary Works: For Construction Affecting Public Safety, submit to the CEI Consultant shop drawings and the applicable calculations for the design of special erection equipment, bracing, falsework, scaffolding, etc. The shop drawings and applicable calculations must be signed and sealed by the Specialty Engineer. Submit in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.5 Falsework Founded on Shallow Foundations: When vertical displacement limits are provided in the Plans for falsework founded on shallow foundations such as spread footings and mats, submit to the CEI Consultant shop drawings and applicable calculations of the falsework system including subsurface conditions and settlement estimates. The shop drawings and applicable calculations must be signed and sealed by the Specialty Engineer. Submit in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.6 Formwork and Scaffolding: The Contractor is solely responsible for the safe installation and use of all formwork and scaffolding. The County does not require any formwork or scaffolding submittals unless such work would be classified as Construction Affecting Public Safety. For formwork, scaffolding, or other temporary works affecting public safety; develop the required designs in accordance with the AASHTO Guide Design Specifications for Bridge Temporary Works, the AASHTO Construction Handbook for Bridge Temporary Works, and Chapter 11 of the Structures Design Guidelines (SDG) using wind loads specified in the SDG.

5-1.4.5.7 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. At a minimum, provide temporary bracing at each end of each beam or girder. Develop the required bracing designs in accordance with the AASHTO LRFD Bridge Design Specifications (LRFD) and Chapter 11 of the SDG using wind loads specified in the SDG. For information not included in the SDG or LRFD, refer to the AASHTO Guide Design Specifications for Bridge Temporary Works and the AASHTO Construction Handbook for Bridge Temporary Works.

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

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

5-1.4.5.8 Erection Plan: Submit, for the Director's review, an Erection Plan that meets the specific requirements of Sections 450, 452 and 460 and this section. Refer to Standard Plans, Index-102- 600 for construction activities not permitted over traffic.

5-1.4.5.9 Other Miscellaneous Design and Structural Details Furnished by the Contractor in Compliance with the Contract: Submit to the CEI Consultant shop drawings and the applicable calculations. The shop drawings and applicable calculations must be signed and sealed by the Specialty Engineer. Submit in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

5-1.4.5.10 Project Shop Drawing Package: Upon completion of the work, but prior to authorization of final payment, the Contractor shall furnish the Director one complete, indexed and cataloged PDF file containing all of the Contractors, Subcontractors, and manufacturers shop drawings and catalog data as finally checked and reviewed by the Director with all modifications accepted by the Director subsequent thereto, showing the work as actually completed.

5-1.4.6 Processing of Shop Drawings:

5-1.4.6.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work.

Coordinate, review, date, stamp, approve and sign all shop drawings prepared by the Contractor or agents (subcontractor, fabricator, supplier, etc.) prior to submitting them to the CEI Consultant. Submittal of the drawings confirms verification of the work requirements, units of measurement, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers, and other similar data. Indicate on each series of drawings the specification section and sheet or drawing number of the Contract Plans to which the submission applies. Indicate on the shop drawings all deviations from the Contract drawings and itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract Plans, clearly state so in the submittal.

Schedule the submission of shop drawings to allow for a 45 calendar day review period for all submittals associated with a category 2 bridge; tolling components identified in the current FDOT General Tolling Requirements (GTR) Part 3; and the tolling-related signing, DMS and ITS infrastructure. Schedule the submission of shop drawings to allow for a 25 day review period for all other items. The review period commences upon the CEI Consultant's receipt of the valid submittal or valid re-submittal and terminates upon the transmittal of the submittal back to the Contractor. A valid submittal includes all the minimum requirements outlined in 5-1.4.4.

Submit shop drawings to facilitate expeditious review. The Contractor is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.

Only shop drawings distributed with the approval stamps are valid and all work that the Contractor performs in advance of approval will be at the Contractor's risk.

5-1.4.6.2 Scope of Review by Engineer: The Engineer of Record's review of the shop drawings is for conformity to the requirements of the Contract Documents and to the intent of the design. The Engineer of Record's review of shop drawings which include means, methods, techniques, sequences, and construction procedures are limited to the effects on the permanent works. The Engineer of Record's review of submittals which include means, methods, techniques, sequences, and construction procedures does not include an in-depth check for the ability to perform the work in a safe or efficient manner. Review by the Engineer of Record does not relieve the Contractor of responsibility for dimensional accuracy to ensure field fit and for conformity of the various components and details.

5-1.4.6.3 Special Review by Engineer of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the Engineer of Record, or other Engineer as the County appoints for this purpose, will make an independent review of all relevant shop drawings and similar documents. Do not proceed with construction of the permanent works until receiving the Engineer of Record's written approval. The review of these shop drawings is for overall structural adequacy of the item to support the imposed loads and does not include a check for economy, efficiency or ease of construction.

5-1.4.7 Other Requirements for Shop Drawings for Bridges:

5-1.4.7.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Submit shop drawings for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop, and erection drawings, welding procedures, and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

5-1.4.7.2 Shop Drawings for Concrete Structures: Submit shop drawings for concrete components that are not cast-in-place and are not otherwise exempted from submittal requirements. Also, submit shop drawings for all details that are required for the effective prosecution of the concrete work and are not included in the Contract Documents such as: special erection equipment, masonry layout diagrams, and diagrams for bending reinforcing steel, in addition to any details required for concrete components for the permanent work.

5-1.4.7.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, within 60 days from the Notice to Proceed, submit information to the Director outlining the integration of the Major and Unusual Structure into the overall approach to the project. Where applicable to the project, include, but do not limit this information to:

1. The overall construction program for the duration of the Contract. Clearly show the Milestone dates. (For example, the need to open a structure by a certain time for traffic operations.)

2. The overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected, and the sequence in which spans are to be made continuous.

3. The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction, and an outline of how to deal

with such obstacles while building the structure(s). (For example, obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property, and the Contractor's own temporary works, such as haul roads, cofferdams, plant clearances and the like.)

4. The approximate location of any special lifting equipment in relation to the structure, including clearances required for the operation of the equipment. (For example, crane positions, operating radii and the like.)

5. The approximate location of any temporary falsework, and the conceptual outline of any special erection equipment. Provide the precise locations and details of attachments, fixing devices, loads, etc. in later detailed submittals.

6. An outline of the handling, transportation, and storage of fabricated components, such as girders or concrete segments. Provide the precise details in later detailed submittals.

7. Any other information pertinent to the proposed scheme or intended approach.

Clearly and concisely present the above information on as few drawings as possible in order to provide an overall, integrated summary of the intended approach to the project. The County will use these drawings for information, review planning, and to assess the Contractor's approach in relation to the intent of the original design. Submittal to and receipt by the Director does not constitute any County acceptance or approval of the proposals shown thereon. Include the details of such proposals on subsequent detailed shop drawing submittals. Submit timely revisions and re-submittals for all variations from these overall scheme proposals.

5-1.4.8 Modifications for Construction: Where the Director allows the Contractor to make modifications to the permanent works for the purposes of expediting the Contractor's chosen construction methods, the Contractor shall submit proposals to the Engineer of Record for review and approval prior to modifying the works. Submit proposals for minor modifications under the shop drawing process. Indicate on all drawings the deviations from the Contract Documents and itemize all deviations in the letter of transmittal. The County will require additional submittals and/or submittal under a Cost Savings Initiative Proposal for major modifications.

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

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

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

5-1.4.9 Cost of Shop Drawings: Include the cost of shop and working drawings submittal in the Contract prices for the work requiring the shop and working drawings. The County will not pay the Contractor additional compensation for such drawings.

5-1.5 Certifications:

5-1.5.1 Special Erection Equipment: Prior to its use, ensure that the Specialty Engineer personally inspects the special erection equipment and submits a written certification to the Director that the equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, ensure that the Specialty Engineer observes the equipment in use and submits a written certification to the Director that such equipment is being used as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer must sign and seal the letter of certification.

5-1.5.2 Falsework and Shoring Requiring Shop Drawings: After its erection or installation but prior to the application of any superimposed load, ensure that a Specialty Engineer or a designee inspects the falsework and certifies to the Director in writing that the falsework has been constructed in accordance with the materials and details shown on the submitted drawings and calculations. The letter of certification must be signed and sealed by the Specialty Engineer. Where so directed in the shop drawings, ensure all welds are performed by welders qualified under AWS D1.5 for the type of weld being performed.

5-1.5.3 Temporary Formwork: For Construction Affecting Public Safety and for Major and Unusual Structures, prior to the placement of any concrete, ensure that a Specialty Engineer or a designee inspects the formwork and submits a written certification to the Director that the formwork has been constructed to safely withstand the superimposed loads to which it will be subjected. The Specialty Engineer must sign and seal the letter of certification.

5-1.5.4 Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to the Director at least four weeks prior to erection commencing. Include, as part of this submittal, signed and sealed calculations and details for any falsework, bracing or other connection supporting the structural elements shown in the erection plan. Unless otherwise specified in the Plans, erection plans are not required for simple span precast prestressed concrete girder bridges with spans of 170 feet or less.

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

After erection of the elements, but prior to opening of the facility below the structure, ensure that a Specialty Engineer or a designee has inspected the erected member. Ensure that the Specialty Engineer has submitted a written certification to the Director that the structure has been erected in accordance with the signed and sealed erection plan.

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

5-1.6 Corrections for Construction Errors: For work that the Contractor constructs incorrectly or does not meet the requirements of the Contract Documents, the Contractor has the prerogative to submit an acceptance proposal to the Director for review and disposition. The acceptance proposal shall describe the error or defect and either describe remedial action for its correction or propose a method for its acceptance. In either case, the acceptance proposal shall address structural integrity, aesthetics, maintainability, and the effect on Contract Time. The County will judge any such proposal for its effect on these criteria and also for its effect on Contract Administration.

When the Director judges that a proposal infringes on the structural integrity or maintainability of the structure, the Contractor's Engineer of Record will perform a technical assessment and submit it to the Director for approval. Do not take any corrective action without the Director's written approval.

Carry out all approved corrective construction measures at no expense to the County.

Notwithstanding any disposition of the compensation aspects of the defective work, the Director's decision on the technical merits of a proposal is final.

5-2 Coordination of Contract Documents.

These Specifications, the Plans, Special Provisions, and all supplementary documents are integral parts of the Contract Documents; a requirement occurring in one is as binding as though occurring in all. All parts of the Contract Documents are complementary and describe and provide for a complete work. In addition to the work and materials specified in the Specifications as being included in any specific pay item, include in such pay items additional, incidental work, not specifically mentioned, when so shown in the Plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items.

In cases of discrepancy, the governing order of the documents is as follows:

1. Special Provisions.
 2. Technical Special Provisions.
 3. Plans.
 4. Standard Plans.
 5. Developmental Specifications.
 6. Supplemental Specifications.
 7. Standard Specifications.
- Computed dimensions govern over scaled dimensions.

5-3 Conformity of Work with Contract Documents.

Perform all work and furnish all materials in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Contract Documents.

In the event that the Director finds that the Contractor has used material or produced a finished product that is not in reasonably close conformity with the Contract Documents, but that the Contractor has produced reasonably acceptable work, the Director will determine if the County will accept the work in place. In this event, the Director will document the basis of acceptance by Contract modification, which provides for an appropriate reduction in the Contract price for such work or materials included in the accepted work as deemed necessary to conform to the determination based on engineering judgment.

In the event that the Director finds that the Contractor has used material or produced a finished product that is not in reasonably close conformity with the Contract Documents, and that the Contractor has produced an inferior or unsatisfactory product, the Contractor shall remove and replace or otherwise correct the work or materials at no expense to the County.

For base and surface courses, the County will allow the finished grade to vary as much as 0.1 foot from the grade shown in the Plans, provided that the Contractor's work meets all templates and straightedge requirements and contains suitable transitions.

5-4 Errors or Omissions in Contract Documents.

Do not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify the Director in writing of such discovery. The Director will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

5-5 Authority of the Director.

Perform all work to the satisfaction of the Director.

The Director will decide all questions, difficulties, and disputes, of whatever nature, that may arise relative to the interpretation of the Plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

5-6 Authority and Duties of Director's Assistants.

The Director may appoint such assistants and representatives as desired. These assistants and representatives are authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used. Such assistants and representatives are not authorized to revoke, alter, or waive any requirement of these Specifications. Rather, they are authorized to call to the attention of the Contractor any failure of the work or materials to meet the Contract Documents, and have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Director. The Director will immediately submit written notification to the Contractor of any such suspension of the work, stating in detail the reasons for the suspension. The presence of the inspector or other assistant in no way lessens the responsibility of the Contractor.

5-7 Engineering and Layout.

5-7.1 Control Points Furnished by the County: The Director will provide control points at various locations along the project alignment (Begin Project, End Project, PIs, PTs, etc.) and bench marks along the line of the project to facilitate the proper layout of the work. Control points and bench marks provided by the engineer, if any, will be indicated in the Plans. Preserve all control points and bench marks that the County furnishes. Any points carelessly or willfully disturbed or destroyed shall be reset at the sole expense of the Contractor.

As an exception to the above, for projects where the Plans do not show a centerline or other survey control line for construction of the work (e.g., resurfacing, safety modifications, etc.) the Director may provide only points marking the beginning and ending of the project, and all exceptions.

Prior to commencing the work, the Contractor shall perform a quality control check of all horizontal and vertical control points provided by the County and carefully compare all lines depicted in the plans with existing lines and levels, and shall call any discrepancies to the attention of the Director for resolution. Upon resolution of any discrepancies, the Contractor shall submit a letter to the County accepting the control points and bench marks for use. In any event, the Contractor shall be responsible for the accuracy of the Work and shall make good any work performed in error, at no cost to the County. All construction surveying and layout work to be provided herein shall be coordinated with and subject to the approval of the Director.

5-7.1.1 Third Party Survey Monumentation: The Contractor is responsible for the protection and preservation of any third party survey monumentation (National Geodetic Survey

points, property corners, etc.) located within the project limits. Any points carelessly or willfully disturbed or destroyed shall be reset at the sole expense of the Contractor. Any third party survey monumentation designated by the Director to be removed and re-established will be paid for at the unit prices set forth in the Contract, or if no such item exists in accordance with Section 4-3.2.1.

5-7.2 Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the work.

5-7.3 Layout of Work: Utilizing the control points and bench marks furnished by the County and accepted by the Contractor in accordance with 5-7.1, establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items.

When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.

5-7.4 Specific Staking Requirements: When performing new base construction as part of the project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work. If Automated Machine Guidance is utilized, set stakes as needed. If Automated Machine Guidance is not utilized, set stakes no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that the Director directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.

For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the Plans.

For projects where the Plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.

For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement. Alternate intervals may be used on resurfacing projects with prior written approval of the Director.

Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, the Director may approve an alternate method for layout of striping provided that the Contractor achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.

For projects that include temporary or permanent striping of "no passing zones", provide the location and length of these zones as shown in the Plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the County will provide the

location and length of the "no passing zones" during construction. For these projects, submit written notification to the Director not less than 21 calendar days prior to beginning striping.

For all projects, set a station identification stake at each right-of-way line at 100 foot intervals and at all locations where a change in right-of-way width occurs, or as otherwise approved by the Director. Mark each of these stakes with painted numerals, of a size readable from the roadway, corresponding to the project station at which it is located. As an exception to the above, for projects where Plans do not show right-of-way lines, set station identification stakes at locations and intervals appropriate to the type of work being done. For resurfacing and resurfacing/widening projects, set station identification stakes at 200 foot intervals, or as otherwise approved by the Director.

5-7.4.1 As-Built Drawings and Certified Surveys: The Contractor shall maintain one record copy of all specifications, plans, addenda, and shop drawings on site and in good order, annotated in red to depict all changes made during construction and exact location of underground or otherwise concealed components of the project, and any modifications to material types from that specified in the bid plans and specifications ("red line documents"). All subsurface improvements shall be as-built prior to backfilling. As-built red line plans shall be maintained on 11-inch by 17-inch prints and red line annotations shall be completed in a neat draftsman-like manner.

As-built red lines shall include both authorized and unauthorized changes to all project features, including but not limited to: horizontal pavement dimensions; finished pavement grades; finish dimensions, elevations, and alignment of all storm sewer, drainage structures, ponds, water main, sanitary sewer, force main, service lines, conduit, wiring, traffic loops, and signal interconnects; signal poles; light poles; and signs.

Demonstrating proper maintenance of as-built drawings shall be a precedent to each progress payment. The Contractor shall make available to Director, at any time requested, as-built information through the date of the request. If the Director determines the as-built information is inaccurate, inadequate, or untimely payment may be withheld until such time that the Contractor cures any noted deficiencies.

Upon completion of all work, but prior to authorization of final payment, the Contractor shall deliver to the Director one complete set as-built red line documents and certified surveys providing verification of all as-built dimensions and grades for review and approval. The certified survey shall include, but not be limited to:

1. Level Circuit: the survey shall include a final bench mark level circuit indicating the accuracy of vertical closure.
2. Control structure bench marks: the Contractor shall establish and document the location and elevation of bench marks on or within 100-feet of each control structure constructed or modified as part of the project. Each control structure bench mark elevation shall be clearly and permanently indicated on the bench mark.
3. Cross-sections: as-built finished cross-sections shall be performed at intervals not exceeding 100 feet, extending from right-of-way to right-of-way, but also including temporary or permanent easements as may be applicable. Cross sections shall include all elevation break points, and shall include edge of pavement and centerlines for all pavements.

4. Discharge structures: structure identification number, type, locations (latitude and longitude), dimensions, and elevations of all, including weirs, bleeders, orifices, gates, pumps, pipes, and oil and grease skimmers.
5. Side bank and underdrain filters, or exfiltration trenches: locations, dimensions and elevations of all, including clean-outs, pipes, connections to control structures and points of discharge to receiving waters.
6. Storage areas for treatment and attenuation: storage area identification number, dimensions, elevations, contours, or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems.
7. System grading: dimensions, elevations, contours, and final grades or cross-sections to determine contributing drainage areas, flow directions, and conveyance of runoff to the system discharge points.
8. Conveyance: dimensions, elevations, contours, final grades or cross-sections of systems utilized to divert off-site runoff around or through the new system.
9. Water levels: existing water elevations and the date recorded.
10. South Florida Water Management District (SFWMD): as-built surveys shall conform to any additional requirements and special conditions listed in the SFWMD's Environmental Resource Permit and any applicable local permit(s).
11. Bridge clearances: for projects under the authority of a U.S. Coast Guard bridge permit, as-built clearances as described in the U.S. Coast Guard Owner's Certification of Bridge Completion. For bridges spanning roadways, provide a full as-built clearance envelope across the full width of the lower roadway(s).
12. Projects under the authority of a U.S. Army Corps of Engineers permit: as-built surveys shall satisfy all of the requirements and special conditions listed in the U.S. Army Corps of Engineers permit.

All as-built survey information shall be signed and sealed by a licensed Professional Surveyor and Mapper duly registered in the State of Florida. No direct payment will be made for the cost of preparing, maintaining, and furnishing as-built plans and surveys as specified in this Article, the costs thereof shall be included in other items of work.

5-7.5 Personnel, Equipment, and Record Requirements: Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons in the employ of the County for performance of layout work. All construction surveying and layout work, including dimensions and elevations associated with as-builts, shall be completed under the responsible charge of a licensed Professional Surveyor and Mapper duly registered in the State of Florida.

Keep adequate field notes and records while performing as layout work. Make these field notes and records available for the Director's review as the work progresses, and

submit to the Director at the time of completion of the project. The Director's inspection, checking, or acceptance of the Contractor's field notes or layout work does not relieve the Contractor of his responsibility to achieve the lines, grades, and dimensions shown in the Contract Documents.

Prior to final acceptance of the project, mark, in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the County.

5-7.6 Global Navigation Satellite Systems (GNSS) Work Plan: If used, submit a comprehensive written GNSS Work Plan to the Director for County review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify the County of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.

2. Describe the manufacturer, model, and software version of the GNSS equipment.

3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.

4. Describe how project control will be established. Include a list and map showing control points enveloping the site.

5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.

6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project's most up-to-date GNSS Work Plan at the project site.

5-7.7 Payment: Include the cost of performing layout work as described above in the Contract unit prices for the various items of work that require layout.

5-8 Contractor's Supervision.

5-8.1 Prosecution of Work: Give the work the constant attention necessary to ensure the scheduled progress, and cooperate fully with the Director and with other contractors at work in the vicinity.

5-8.2 Contractor's Superintendent: Maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. Provide a superintendent who is a competent superintendent capable of properly interpreting the Contract Documents and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the Director and to execute the orders or directions of the Director, including promptly supplying any materials, tools, equipment, labor, and

incidentals that may be required. Provide such superintendence regardless of the amount of work sublet.

Provide a superintendent who speaks and understands English, and maintain at least one other responsible person who speaks and understands English, on the project during all working hours.

5-8.3 Supervision for Emergencies: Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24 hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. Submit the phone numbers and names of personnel designated to be contacted in cases of emergencies, along with a description of the project location, to the Florida Highway Patrol and all other local law enforcement agencies.

5-9 General Inspection Requirements.

5-9.1 Cooperation by Contractor: Do not perform work or furnish materials without obtaining inspection by the Director. Provide the Director with safe means of access to the work, so the Director can determine whether the work performed and materials used are in accordance with the requirements and intent of the Contract Documents. If the Director so requests at any time before final acceptance of the work, remove or uncover such portions of the finished work as directed. After examination, restore the uncovered portions of the work to the standard required by the Contract Documents. If the Director determines that the work so exposed or examined is unacceptable, perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the County. However, if the Director determines that the work thus exposed or examined is acceptable, the County will pay for the uncovering or removing, and the replacing of the covering or making good of the parts removed in accordance with Section 4-4.

5-9.2 Failure of Director to Reject Work During Construction: If, during or prior to construction operations, the Director fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the County to final acceptance. The County is not responsible for losses suffered due to any necessary removals or repairs of such defects.

5-9.3 Failure to Remove and Renew Defective Materials and Work: If the Contractor fails or refuses to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the Contract within the time indicated in writing, the Director has the authority to repair, remove, or renew the unacceptable or defective materials or work as necessary, all at the Contractor's expense. The County will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that the Contractor fails or refuses to make, by deducting such expenses from any moneys due or which may become due the Contractor, or by charging such amounts against the Contract bond.

5-9.4 Inspection by Federal Government: When the United States Government or the State of Florida pays a portion of the cost of construction, its representatives may inspect the construction work as they deem necessary. However, such inspection will in no way make the Federal Government or the State of Florida a party to the Contract.

5-10 Final Inspection.

5-10.1 Maintenance until Acceptance: Maintain all Work until the Director has given final acceptance in accordance with 5-11.

5-10.2 Inspection for Acceptance: Upon submittal of written notification that all Contract Work, or all Contract Work on the portion of the Contract scheduled for acceptance, has been completed, the Director will make an inspection for acceptance. The inspection will be made within seven days of such notification. If the Director finds that all work has been satisfactorily completed, the County will consider such inspection as the final inspection. If any or all of the Work is found to be unsatisfactory, the Director will detail the remedial work required to achieve acceptance. Immediately perform such remedial work. Subsequent inspections will be made on the remedial work until the Director accepts all Work.

Upon satisfactory completion of the Work, the County will submit written notice of acceptance, either partial or final, to the Contractor.

Until final acceptance in accordance with 5-11, replace or repair any damage to the accepted Work. Payment of such work will be as provided in 7-14.

5-10.3 Partial Acceptance: At the Director's sole discretion, the Director may accept any portion of the Work under the provisions of 5-10.2.

5-10.4 Conditional Acceptance: The Director will not make, or consider requests for conditional acceptance of a project.

5-11 Final Acceptance.

When, upon completion of the final construction inspection of the entire project, the Director determines that the Contractor has satisfactorily completed the work, the Director will submit written notice of final acceptance to the Contractor.

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Director, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the County for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Director pursuant to 4-3, the Contractor shall submit written notification to the Director of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for

Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Director is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Director has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the County's final estimate.

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

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Director expressly ordered by the Director pursuant to 4-3, the Contractor shall submit a written notice of intent to the Director within ten days after commencement of a delay to a controlling work item expressly notifying the Director that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

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

documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the County which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - a. documented additional job site labor expenses;
 - b. documented additional cost of materials and supplies;
 - c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
 - d. any other additional direct costs or damages and the documents in support thereof;
 - e. any additional indirect costs or damages and all documentation in support thereof.
6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or

time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Director will respond in writing on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Director to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Director. If the Director finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the County or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the County's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the County shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the County's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the County's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the County unless the delay shall have been caused by acts constituting willful or intentional interference by the County with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the County of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Director pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the

result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

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

5-12.7 Mandatory Claim Records: After submitting to the Director a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Director may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Director and be likewise entitled to receive the County's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The County shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Director gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the County's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the County's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the County will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the County has expressly and specifically directed the Contractor in writing "to accelerate at the County's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the County shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach

of contract, or otherwise, the Contractor agrees that the County's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the County and the Contractor to settle or resolve any claims submitted by the Contractor against the County shall be inadmissible in any legal, equitable, or administrative proceedings brought by the Contractor against the County for payment of such claim.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract, Director or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the County for which such individual is responsible, either personally or as officials or representatives of the County. It is understood that in all such matters such individuals act solely as agents and representatives of the County.

5-12.14 Auditing of Claims: All claims filed against the County shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the County's sole discretion, by employees of the County or by any independent auditor appointed by the County, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the County's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the County shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the County any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the County in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the County make available to the County's auditors, or upon the County's written request, submit at the County's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;

14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;

15. Cash disbursements journal;

16. Financial statements for all years reflecting the operations on this project;

17. Income tax returns for all years reflecting the operations on this project;

18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

5-13 Recovery Rights, Subsequent to Final Payment.

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

SECTION 6 CONTROL OF MATERIALS

6-1 Acceptance Criteria.

6-1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Director may inspect and test any material, at points of production, distribution and use.

6-1.2 Sampling and Testing: Use the FDOT's current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the County.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the County.

6-1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the Director for qualification and use on County projects. Testing will be as specified in the Contract Documents. The County may require that manufacturers submit samples of materials for independent verification purposes.

6-1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

6-1.2.3 Point of Distribution Test: Test the material at Distribution facilities as specified in the Contract Documents.

6-1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, the County may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by manufacturer certification. The County may reject all materials that, when retested, do not meet the requirements of these Specifications.

6-1.3 Certification:

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to the Director for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on FDOT's website at the following URL: <https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtml>.

Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

6-1.3.1.1 FDOT Approved Product List: The FDOT Approved Products List (APL) is a database that provides assurance to Contractors, consultants, designers, and County personnel that specific products and materials are approved for use on County facilities. The County will limit the Contractor's use of products and materials that require use of APL items to those listed on the FDOT 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 FDOT APL must do so through coordination with FDOT. Information on the process may be obtained

on the FDOT website at the following URL:
<https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>

6-1.3.2 Contractor Installation Certification: Submit installation certifications as required by the Contract Documents.

6-2 Applicable Documented Authorities Other Than Specifications.

6-2.1 General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

6-2.2 Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If an FM does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of bid opening.

6-2.3 Construction Aggregates: Aggregates used on County projects must be in accordance with Rule 14-103, FAC.

6-3 Storage of Materials and Samples.

6-3.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The County may reject improperly stored materials.

6-3.2 Use of Right-of-Way for Storage: If the Director allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the County or as specified in the Contract Documents. Provide any additional space required at no expense to the County.

6-3.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. The County is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

6-3.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

6-4 Defective Materials.

Materials not meeting the requirements of these Specifications will be considered defective. The Director will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the County.

Do not use material that has been rejected, until the Director has approved the material's use. Upon failure to comply promptly with any order of the Director made under the provisions of this Article, the Director has the authority to have the defective material removed and replaced by other forces and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

6-4.1 Engineering Analysis: As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the Contractor may submit to the

Director a proposed Engineering Analysis Scope to determine the disposition of the material. The Engineering Analysis Scope must contain at a minimum:

1. Description of the defective materials.
2. Supporting information, testing or inspection reports with nonconformities, pictures, drawings, and accurately dimensioned deficiency maps as necessary. For cracked elements, provide drawings showing the location, average width, depth, length, and termination points of each crack along the surfaces. Provide the distance from each termination point to a fixed reference point on the component, such as beam end or edge of flange.

3. Proposed approach of investigation and analysis.
4. Name and credentials of the proposed Specialty Engineer or Contractor's Engineer of Record who will perform the engineering analysis.

5. Proposed testing laboratories, qualified in accordance with Section 105-7.

Upon approval of the Engineering Analysis Scope by the Director, the Specialty Engineer or Contractor's Engineer of Record may perform the engineering analysis as defined in the approved scope and submit a signed and sealed Engineering Analysis Report (EAR) to the Director. The EAR must contain at a minimum:

1. The approved Engineering Analysis Scope.
2. Any investigations performed and the associated results obtained.
3. Analysis and conclusion.
4. Proposed disposition of the material, addressing the performance and durability of the proposed action.

Provide as appropriate:

1. Written evidence of a previously approved comparable deficiency and its repair.
2. Documented research demonstrating the effectiveness of the proposed repair.
3. Engineering calculations.

A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis within 45 calendar days of the Director's approval of the Engineering Analysis Scope, complete and submit the EAR. The EAR must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record that performed the engineering analysis. The Director will determine the final disposition of the material after review of the EAR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

6-5 Products and Source of Supply.

6-5.1 Source of Supply-Convict Labor (Designated 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 County 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-Steel (Designated State or Federal-Aid Contracts Only): 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 Director 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 Director's written approval prior to incorporating the material into the project

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 County 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. County of Labor Occupational Safety and Health Administration (OSHA).

SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

7-1 Laws to be Observed.

7-1.1 General: Become familiar with and comply with all Laws and Regulations, including all Federal, State, and Local Rules and Regulations that control the action or operation of those engaged or employed in the work or that affect material used. Pay particular attention called to the safety regulations promulgated by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA). In addition, comply with Chapter 403, of the Florida Statutes, regarding control of air pollution. Direct special attention to that portion of Chapter 62-256, Rules of the Department of Environmental Protection, Florida Administrative Code, pertaining to open burning in land clearing operations. Where work or structures included in the Contract are in "Navigable Waters of the U.S.," (reference 33 of the Code of Federal Regulations, Part 329); "Waters of the U.S.," (reference 33 of the Code of Federal Regulations, Parts 323 and 328); or "Waters of the State," (reference Part 4, Chapters 253 and 373 of the Florida Statutes and Section 62-340 of the Florida Administrative Code); comply with the regulatory provisions of Section 404 of the Federal Clean Water Act of 1977; Sections 9 and 10 of the Federal River and Harbor Act of 1899; Chapter 161 of the Florida Statutes; and any local authority having jurisdiction over such waters.

Obtain certification from the Construction Industry Licensing Board as required by Part I, Chapter 489, of the Florida Statutes, regardless of exemptions allowed by subsection 489.103, prior to removing underground pollutant storage tanks. Dispose of tanks and pollutants in accordance with the requirements and regulations of any Federal, State, or local, agency having jurisdiction.

Prior to building construction or renovation, submit current registrations or certifications issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, for the appropriate category of construction.

Corporations must be registered with the State of Florida, Department of State, Division of Corporations, and hold a current State Corporate Charter Number in accordance with Chapter 607, Florida Statutes.

The Contractor or the authorized subcontractor applying the roofing material must be licensed or be an approved dealer and applicator of the proposed roofing material.

Indemnify, defend, and save harmless the County and all of its officers, agents, and employees, in the amount of the Contract price, against all claims or liability arising from or based on the violation of any such Federal, State, and Local Rules and Regulations, whether by himself or his employees.

The Contractor shall comply with all environmental permits, including measures identified in the National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan and Sediment and Erosion Control Plan for the work. The Contractor's attention is also directed to the applicable regulations of the South Florida Water Management District.

The Lee County Noise Control Ordinance is in effect regulating noise generated from construction activity associated with the project. The Contractor shall comply with the requirements therein.

The Contractor shall exert every reasonable and diligent effort to ensure that all labor employed by the Contractor and his subcontractors for work on the project work harmoniously and

compatibly with all labor used by other building and construction contractors now or hereafter on the site of the work covered by this Contract. Include this provision in all subcontracts, and require all subcontractors to include it in their subcontracts with others. However, do not interpret or enforce this provision so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article I, Section 6 of the Florida Constitution.

Comply with Chapter 556 of the Florida Statutes during the performance of excavation or demolition operations.

The Executive Order 11246 Electronic version, dated September 24, 1965 is posted on FDOT's website at the following URL address:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urinspecs/files/deo11246.pdf?sfvrsn=3613622_6

Take responsibility to obtain the information posted on this website up through five calendar days before the opening of bids and comply with the provisions contained in Executive Order 11246.

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

7-1.2 Plant Quarantine Regulations: The U.S. Department of Agriculture and the Florida Department of Agriculture and Consumer Services have issued quarantine regulations pertaining to control of the nematodes of citrus, Rule 5B-44, Florida Administrative Code, and other plant pests. Contact the local (or other available) representatives of the Animal and Plant Health Inspection Service of the U.S. Department of Agriculture, and the Division of Plant Industry of the Florida Department of Agriculture and Consumer Services to ascertain all current restrictions regarding plant pests that are imposed by these agencies. Keep advised of current quarantine boundary lines throughout the construction period.

These restrictions may affect operations in connection with such items as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, and other items which might involve the movement of materials containing plant pests across quarantine lines.

Obtain quarantine regulations and related information from the following:

Animal and Plant Health Inspection Service
U.S. Department of Agriculture
3029 Lake Alfred Road
Winter Haven, Florida 33881

Director, Division of Plant Industry
Florida Department of Agriculture and Consumer Services
Post Office Box 147100
Gainesville, Florida 32614-7100

7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds: Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify the Director upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without the Director's permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their

reproductive parts. Refer to Rule 16C-52 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations:

The Federal Endangered Species Act requires that the County investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a road construction project. If the County's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the County will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the County has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urllnspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=c27ba3f_4.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Director of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Project Number, Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the County to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Director. In the event the County's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Director in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities. The Contractor shall maintain at the jobsite written proof of authorization for the use of any off-project property in conjunction with the project. All off-project properties shall be maintained in a neat and orderly fashion and then restored to the property owner's satisfaction upon terminating the use associated with the project.

7-1.5 Occupational Safety and Health Requirements: The Contractor shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the Contractor and the County, until the Contractor has completed the work required under the Contract as provided in 5-10 and 5-11.

Comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

7-1.6 Discovery of an Unmarked Human Burial: When an unmarked human burial is discovered, immediately cease all activity that may disturb the unmarked human burial and notify the Director. Do not resume activity until specifically authorized by the Director.

7-1.7 Insecticides, Herbicides and Fertilizers:

7-1.7.1 Insecticides and Herbicides: Use products found on the following website, <http://state.ceris.purdue.edu/>, approved by the Florida Department of Agriculture and Consumer Services. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

Ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Submit a copy of current certificates to the Director upon request.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code, Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

7-1.7.2 Fertilizer: Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. Upon request, submit the current certificates to the Director.

7-1.8 Compliance with Section 4(f) of the USDOT Act (Designated State or Federal-Aid Contracts Only): Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Director and provide a description of the proposed off-site activity, Project Number, Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the County, the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification

sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Director to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Director.

7-1.9 Reserved.

7-2 Permits and Licenses.

7-2.1 General: Pursuant to Section 218.80, Florida Statutes, the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the Work. Contractor is not responsible for paying for permits issued by the County wherein the Work is to be performed, but is responsible for acquiring all other permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits. Except for permits procured by the County, as incorporated by Special Provision expanding this Subarticle, if any, the Contractor will procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The County will also acquire any modifications or revisions to an original permit incorporated by Special Provision to this Subarticle when the Contractor requires such modifications or revisions to complete the construction operations specified in the Plans or Special Provisions and within the right-of-way limits.

Acquire all permits for work performed outside the right-of-way or easements for the project.

In carrying out the work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the County as though such conditions were issued to the Contractor. Post all permit placards in a protected location at the worksite.

The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

In case of a discrepancy between any permit condition and other Contract Documents, the more stringent condition shall prevail.

7-2.2 Work or Structures in Navigable Waters of the U.S., Waters of the U.S., and Waters of the State: In general, one or more governmental agencies will exercise regulatory authority over work or structures, including related construction operations, in all tidal areas (channelward of the mean high water lines on the Atlantic and Gulf Coast); in the ocean and gulf waters to the outer limits of the continental shelf; in all rivers, streams, and lakes to the ordinary high water line; in marshes and shallows that are periodically inundated and normally characterized by aquatic vegetation capable of growth and reproduction; in all artificially created channels and canals used for recreational, navigational, or other purposes that are connected to navigable waters; and in all tributaries of navigable waters up to their headwaters.

Whenever the work under or incidental to the Contract requires structures or dredge/fill/construction activities in "Navigable Waters of the U.S.," "Waters of the U.S.," and "Waters of the State," the Federal, State, county, and local regulatory agencies may require the County to obtain a permit. For such dredge/fill /construction specified in the Plans to be

accomplished within the limits of the project, or for any dredge/fill/construction within the limits of County-furnished borrow areas, the County will procure the necessary permits prior to advertising for bids.

7-2.3 Reserved.

7-3 Patented Devices, Materials and Processes.

Include all royalties and costs arising from patents, trademarks, and copyrights, in any way involved in the work in the Contract price. Whenever using any design, device, material, or process covered by letters patent or copyright, obtain the right for such use by suitable legal agreement with the patentee or owner of the copyright. File a copy of such agreement with the Director. However, whether or not such agreement is made or filed as noted, the Contractor and the surety in all cases shall indemnify, defend, and save harmless, the County from all claims for infringement by reason of the use of any such patented design, device, material, or process on work under the Contract, and shall indemnify the County for all costs, expenses, and damages that it may be obliged to pay by reason of any such infringement, at any time during the prosecution or after the completion of the work.

7-4 Right-of-Way Furnished by the County.

Except as otherwise stipulated in these Specifications or as shown in the Plans, the County will furnish all rights-of-way necessary for the proper completion of the work at no expense to the Contractor.

Should County-furnished areas for obtaining borrow material, contain limerock material do not remove such material from the pit unless the Director gives specific approval.

Use of County owned right-of-way for the purpose of equipment or material storage, lay-down facilities, pre-cast material fabrication sites, batch plants for the production of asphalt, concrete or other construction related materials, or other similar activities, shall require advance written approval by the County prior to making use of said County owned right of way. Use of County owned right of way for these purposes is expressly limited to the storage of equipment and materials for the Project or production of materials or products for the Project. As a precedence to Final Acceptance of the project, any County owned right-of-way used by the Contractor shall be restored to the condition existing prior to construction, or as otherwise approved by the Director.

The County reserves the right to allow parties other than the Contractor, upon presentation of a duly authorized and satisfactory Lee County Department of Transportation Right-of-Way Permit, to perform work within the limits of construction. In all such instances, the Contractor will afford parties bearing such permits reasonable accommodation for the proper execution of the work described under the permit, including the right to store materials and equipment. All parties authorized to perform work within the right-of-way shall make, in an acceptable manner, all necessary repairs due to such work ordered by the Director and shall be subject to the conditions specified in Section 11-12 of the Lee County Administrative Code, as amended.

7-5 Reserved.

7-6 Sanitary Provisions.

The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and local boards of health. Commit no public nuisance.

7-7 Control of the Contractor's Equipment.

7-7.1 Traffic Interference: Do not allow equipment, while it is on or traversing a road or street, to unreasonably interfere with traffic.

7-7.2 Overloaded Equipment: Do not operate on any road, street or bridge including a County owned temporary bridge, any hauling unit or equipment loaded in excess of:

1. the maximum weights specified in the Florida Highway Patrol, Commercial Motor Vehicle Manual (Trucking Manual), or
2. lower weight limits legally established and posted for any section of road or bridge by FDOT, the County or other local authorities.

The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit under the provisions of 7-7.3.

This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. The Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. The Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.

7-7.3 Crossings: Where it is necessary to cross an existing road or street, including specifically the existing traveled lanes of a divided highway within the limits of the project, obtain permits from the County, for crossing overloaded or oversized equipment. Cross existing roads or streets only at Director-designated points. The Director may require the Contractor to protect the pavement or Roadway at the crossing by using lumber, planks, or fill. Provide flagging and watchman service, or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity. Movement of equipment around the project site must be in accordance with requirements of the Standard Plans and not create an undue hazard to the traveling public or workers.

7-7.4 Protection from Damage by Tractor-Type Equipment: Take positive measures to ensure that tractor-type equipment does not damage the road. If any such damage should occur, repair it without delay, at no expense to the County and subject to the Director's approval.

7-7.5 Contractor's Equipment on Bridge Structures: The Contractor's Engineer of Record shall analyze the effect of imposed loads on bridge structures, within the limits of a construction contract, resulting from the following operations:

1. Overloaded Equipment as defined in 7-7.2:
 - a. Operating on or crossing over completed bridge structures.
 - b. Operating on or crossing over partially completed bridge structures.
2. Equipment within legal load limits:
 - a. Operating on or crossing over partially completed bridge structures.
3. Construction cranes:
 - a. Operating on completed bridge structures.
 - b. Operating on partially completed bridge structures.

Any pipe culvert(s) or box culvert(s) qualifying as a bridge under 1-3 is excluded from the requirements above.

A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.

The Contractor's Engineer of Record shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure's design load capacity.

Submit to the County for approval the design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure will not be overstressed. The Contractor's Engineer of Record shall sign and seal the drawings and the cover sheet of the calculations for the County's Record Set.

7-7.6 Posting of the Legal Gross Vehicular Weight: Display the maximum legal gross weight, as specified in the Florida Uniform Traffic Code, in a permanent manner on each side of any dump truck or dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material, or hot bituminous mixture to the project over any public road or street. Display the weight in a location clearly visible to the scale operator, in numbers that contrast in color with the background and that are readily visible and readable from a distance of 50 feet.

7-8 Structures over Navigable Waters.

7-8.1 Compliance with Federal and Other Regulations: When working on structures in, adjacent to, or over, navigable waters, observe all regulations and instructions of Federal and other authorities having control over such waters. Do not obstruct navigation channels without permission from the proper authority, and provide and maintain navigation lights and signals in accordance with the Federal requirements for the protection of the structure, of false work, and of navigation.

When working on moveable bridges, requests for temporarily changing the operating requirements for the moveable bridge must be submitted in writing to the appropriate Coast Guard District Bridge Branch, 90 days before the start of any action.

For all other bridges, notify the appropriate Coast Guard District Bridge Branch, at least 60 days prior to the start of any operations including construction and 30 days prior to any channel operations, closures, or opening restrictions.

When work platforms are indicated in the permit for construction, submit work platform construction plans to the appropriate Coast Guard District for approval. Obtain approval prior to beginning construction on the platform.

7-8.2 Maintenance of Channel: Where the work includes the excavation of a channel or other underwater areas to a required section, maintain the section from shoaling or other encroachment until final acceptance of the project.

In the event of accidental blocking of the navigation channel, immediately notify the U.S. Coast Guard of the blockage and upon removal of the blockage.

7-9 Use of Explosives.

When using explosives for the prosecution of the work, exercise the utmost care not to endanger life or property, including new work. The Contractor is responsible for all damage resulting from the use of explosives. Any use of explosives shall be subject to the prior written authorization of the Director.

Store all explosives in a secure manner in compliance with all laws and ordinances, and clearly mark all such storage places with the words: "DANGEROUS - EXPLOSIVES". Place such storage in the care of a competent watchman. Where no local laws or ordinances apply, provide storage satisfactory to the Director and, in general, not closer than 1,000 feet from the road or from any building, camping area, or place of human occupancy.

Notify each public utility company having structures in proximity to the site of the work of the intention to use explosives. Give such notice sufficiently in advance to enable the companies to take precautionary steps to protect their property from injury.

7-10 Forest Protection.

7-10.1 Compliance with State and Federal Regulations: In carrying out work within or adjacent to State or National forests or parks, comply with all of the regulations of the State or Federal authority having jurisdiction, governing the protection of and the carrying out of work in forests or parks, and observe all sanitary laws and regulations with respect to the performance of work in these areas. Keep the areas in an orderly condition, dispose of all refuse, and obtain permits for the construction, installation, and maintenance of any construction camps, living quarters, stores, warehouses, sanitary facilities, and other structures; all in accordance with the requirements of the forest or park official.

7-10.2 Prevention and Suppression of Forest Fires: Take all reasonable precautions to prevent and suppress forest fires. Require employees and subcontractors, both independently and at the request of forest officials, to do all reasonably within their power to prevent and suppress forest fires. Assist in preventing and suppressing forest fires, and make every possible effort to notify a forest official at the earliest possible moment of the location and extent of all fires. Extinguish the fire if practicable.

7-11 Preservation of Existing Property.

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).

County owned underground facility locations shown in the Plans are approximate. Unless otherwise shown in the Plans, County owned underground facilities will not be located by the County nor through notification to "Sunshine 811".

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 County. Temporary repairs may be used to immediately restore ITS facilities and traffic control signals and devices. 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 Director 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 County, all damage to existing bridges caused by the Work, prior to continuing the Work. The County 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 Director. 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 County's maintenance Contractor in accordance with 8-4.4 as directed by the Director. The County 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.

7-11.2 Failure to Restore Damaged Existing Property: In case of failure on the part of the Contractor to restore such property, bridge, road or street, or to make good such damage or injury, the Director may, upon 48 hours notice, proceed to repair, rebuild, or otherwise restore such property, road, or street as may be deemed necessary, and the County will deduct the cost thereof from any monies due or which may become due the Contractor under the Contract. Nothing in this clause prevents the Contractor from receiving proper compensation for the removal, damage, or replacement of any public or private property, not shown in the Plans, that is made necessary by alteration of grade or alignment. The Director will authorize such work, provided that the Contractor, or his employees or agents, have not, through their own fault, damaged such property.

7-11.3 Contractor's Use of Streets and Roads:

7-11.3.1 Street and Road System: When hauling materials or equipment to the project over roads and bridges on the State Highway System, State park road system, county road system, or city street system, and such use causes damage, immediately, at no expense to the County, repair such road or bridge to as good a condition as before the hauling began.

The County may modify the above requirement in accordance with any agreement the Contractor might make with the governmental unit having jurisdiction over a particular road or bridge, provided that the Contractor submits written evidence of such agreement to the Director.

7-11.3.2 Reserved.

7-11.3.3 Within the Limits of a Construction Project: The County will not allow the operation of equipment or hauling units of such weight as to cause damage to previously constructed elements of the project, including but not necessarily limited to bridges, drainage structures, base course, and pavement. Do not operate hauling units or equipment loaded in excess of the maximum weights specified in 7-7.2 on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement, and bridges. The Director may allow exceptions to these weight restrictions for movement of necessary equipment to and from its worksite, for hauling of offsite fabricated components to be incorporated into the project, and for crossings as specified in 7-7.3.

7-11.4 Operations within Railroad Right-of-Way:

7-11.4.1 Notification to the Railroad Company: Notify the superintendent of the railroad company, as shown in the Plans, and the Director at least 72 hours before beginning any operation within the limits of the railroad right-of-way; any operation requiring movement of

employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing; and any other work that may affect railroad operations or property.

7-11.4.2 Contractor's Responsibilities: Comply with whatever requirements an authorized representative of the railroad company deems necessary in order to safeguard the railroad's property and operations. The Contractor is responsible for all damages, delays, or injuries and all suits, actions, or claims brought on account of damages or injuries resulting from the Contractor's operations within or adjacent to railroad company right-of-way.

7-11.4.3 Watchman or Flagging Services: The railroad company will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project. The Contractor will reimburse the railroad company for the cost thereof. Schedule work that affects railroad operations so as to minimize the need for protective services by the railroad company.

7-11.5 Utilities:

7-11.5.1 Arrangements for Protection or Adjustment: Do not commence work at points where the construction operations are adjacent to utility facilities until all necessary arrangements have been made for removal, temporary removal, relocation, de-energizing, deactivation or adjustment with the utility facilities owner to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. The Contractor is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by the Contractor's operations.

Do not request utility removal, temporary removal, relocation, de-energizing, deactivation, or adjustment when work can be accomplished within the utility work schedules. In the event that removal, temporary removal, relocation, de-energizing, deactivation, or adjustment of a utility or a particular sequence of timing in the relocation of a utility is necessary and has not been addressed in a utility work schedule, the Director will determine the necessity for any such utility work. Coordinate such work as to cause the least impediment to the overall construction operations and utility service. The County is not responsible for utility removal, temporary removal, relocation, de-energizing, deactivation, or adjustment work where such work is determined not necessary by the Director or done solely for the benefit or convenience of the utility owner or its contractor, or the Contractor.

7-11.5.2 Cooperation with Utility Owners: Cooperate with the owners of all underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

In the event of interruption of water or other utility services as a result of accidental breakage, exposure, or lack of support, promptly notify the proper authority and cooperate with the authority in the prompt restoration of service. If water service is interrupted and the Contractor is performing the repair work, the Contractor shall work continuously until the service is restored. Do not begin work around fire hydrants until the local fire authority has approved provisions for continued service.

7-11.5.3 Utility Adjustments: Certain utility adjustments and reconstruction work may be underway during the progress of the Contract. Cooperate with the various utility construction crews who are maintaining utility service. Exercise due caution when working adjacent to relocated utilities. The Contractor shall repair all damage to the relocated utilities resulting from his operations

at no expense to the County. The requirements of 7-11.1 and 7-11.5.2 outline the Contractor's responsibility for protecting utility facilities. The County will include in the Contract the utility authorities who are scheduled to perform utility work on the project.

7-11.5.4 Weekly Meetings: Conduct weekly meetings on the job site with all the affected utility companies and the Director in attendance to coordinate project construction and utility relocation. Submit a list of all attendees one week in advance to the Director for approval.

Submit the approved Work Progress Schedule and Work Plan for the project, as specified in 8-3.2, to document the schedule and plan for road construction and utility adjustments.

When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the Director's approval.

7-12 Reserved.

7-13 Reserved.

7-13.1 Reserved.

7-13.2 Reserved.

7-13.3 Reserved.

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

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, third parties, or from any other cause whatsoever, until the County'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.

The County 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.

The County may, at its sole 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.

7-15 Opening Sections of the Project to Traffic.

Whenever any section of the project is in acceptable condition for use, the Director may direct the Contractor to open it to vehicular or pedestrian traffic. The County's direction to open a section of the project does not constitute an acceptance of the project, or any part thereof, or waive any Contract provisions. Perform all necessary repairs or renewals, on any section of the project thus opened to traffic under direction from the Director, due to defective material or work or to any cause other than ordinary wear and tear, pending completion and the Director's acceptance of the project, or other work, at no expense to the County.

7-16 Wage Rates for Federal-Aid Projects (Designated Federal-Aid Contracts Only).

For all projects that include Federal-aid participation, the Special Provisions contain requirements with regard to payment of predetermined minimum wages. Predetermined Wage Rate Decisions (U.S. County of Labor provided Wage Rate Tables) exist for Heavy, Highway, and Building Construction Projects.

7-17 Supplemental Agreements.

Supplemental Agreements (Change Orders) shall be authorized in accordance with Procurement Policies adopted by the Lee County Board of County Commissioners.

7-18 Scales for Weighing Materials.

7-18.1 Applicable Regulations: When determining the weight of material for payment, use scales meeting the requirements of Chapter 531 of Florida Statutes, pertaining to specifications, tolerances, and regulations, as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture.

7-18.2 Base for Scales: Place such scales on a substantial horizontal base to provide adequate support and rigidity and to maintain the level of the scales.

7-18.3 Protection and Maintenance: Maintain all scale parts in proper condition as to level and vertical alignment, and fully protect them against contamination by dust, dirt, and other matter that might affect their operation.

7-19 Source of Forest Products.

As required by Section 255.2575 of the Florida Statutes, where price, fitness and quality are equal, and when available, use only timber, timber piling, or other forest products that are produced and manufactured in the State of Florida. This provision does not apply to Federal-aid projects.

7-20 Regulations of Air Pollution from Asphalt Plants.

7-20.1 General: Perform all work in accordance with all Federal, State, and local laws and regulations regarding air pollution and burning. In particular, pay attention to Chapters 62-210 and 62-256, Rules of the Department of Environmental Protection, Florida Administrative Code, and to any part of the State Implementation Plan applicable to the project. See also 110-9.2 regarding burning of debris.

7-20.2 Dust Control: Control dust during the storage and handling of dusty materials by wetting, covering, or other means as approved by the Director.

7-20.3 Asphalt Material: Use only emulsified asphalt, unless otherwise stated in the Plans and allowed by Chapter 62-210, Rules of the Department of Environmental Protection, Florida Administrative Code. Store and handle asphalt materials and components so as to minimize unnecessary release of hydrocarbon vapors.

7-20.4 Asphalt Plants: Operate and maintain asphalt plants in accordance with Chapter 62-210, Rules of the Department of Environmental Protection, Florida Administrative Code. Provide the plant site with a valid permit as required under Chapter 62-210 prior to start of work.

7-21 Dredging and Filling.

Section 370.033 of the Florida Statutes, requires that all persons, who engage in certain dredge or fill activities in the State of Florida, obtain a certificate of registration from the Florida Department of Environmental Protection, Tallahassee, Florida 32301, and that they keep accurate

logs and records of all such activities for the protection and conservation of the natural resources. Obtain details as to the application of this law from the Department of Environmental Protection.

7-22 Available Funds.

All funds for payment by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the work provided under this Contract, the County will terminate the Contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement has been expended, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor upon 30 days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination.

7-23 Contractor's Motor Vehicle Registration (Designated State Aid Projects Only).

The Contractor shall provide the County with proof that all motor vehicles operated or caused to be operated by such Contractor are registered in compliance with Chapter 320 of the Florida Statutes. Submit such proof of registration on FDOT Form 700-010-52 to the County.

The County will not make payment to the Contractor until the required proof of registration is on file with the Department.

If the Contractor fails to register any motor vehicle that he operates in Florida, pursuant to Chapter 320 of the Florida Statutes, the Department may disqualify the Contractor from bidding, or the Department may suspend and revoke the Contractor's certificates of qualification.

7-24 Disadvantaged Business Enterprise Program.

The County encourages the inclusion of Disadvantage Business Enterprise (DBE) participants as defined and certified by FDOT. The Contractor shall submit to the County with the final payment documents a DBE Participation Certification, indicating all DBE Subcontractor(s) and amount(s) utilized for the project. If the Contractor did not utilize the DBE firm(s) listed on the Bid Proposal, a letter of justification shall be submitted along with the DBE Participation Certification.

7-25 On-The-Job Training Requirements (Designated Federal Aid Contracts Only).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the CEI Consultant and the Director will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the County for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications; or

3. When replacement trainees are added due to voluntary or involuntary termination The revised schedule will be resubmitted to and approved by the Director.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the County's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the County. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the County. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the Director:

1. Trainee Enrollment and Personnel Action Form

2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the County.

The County and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the County prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the County if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the Director.

When approved in advance by the Director, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Director. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the Director a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the Director a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-26 Cargo Preference Act – Use of United States-Flag Vessels (Designated State or Federal Aid Contracts Only).

Pursuant to Title 46 CFR 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

SECTION 8 PROSECUTION AND PROGRESS

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 the right, title, or interest therein, without prior written consent of the County. If the Contractor chooses to sublet any portion of the Contract, the Contractor must submit a written request to sublet work on Form 6-Subcontractor List contained in the Proposal.

The Contractor shall provide the Director a list of all proposed subcontractors and major material suppliers at the preconstruction conference. A revised list shall be distributed each time a modification thereto is made.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, submit to the County a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

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

8-2 Reserved.

8-3 Prosecution of Work.

8-3.1 Compliance with Time Requirements: Commence work in accordance with the accepted working schedule and provide sufficient labor, materials and equipment to complete the work within the time limit(s) set forth in the proposal. Should the Contractor fail to furnish sufficient and suitable equipment, forces, and materials, as necessary to prosecute the work in accordance with the required schedule, the Director may withhold all estimates that are, or may become due, or suspend the work until the Contractor corrects such deficiencies.

8-3.2 Submission of Contract Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Director a Contract Schedule for the project. The Director will review and respond to the Contractor within 15 calendar days of receipt.

Provide a Contract Schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Director can readily identify the work and measure the progress on of each activity. Show each activity with a beginning work date, a duration, and an ending work date. Include activities for procurement, fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction requiring adjustment.

Submit a working plan with the Contract Schedule, consisting of a concise written description of the construction plan.

The Director will return inadequate Contract Schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Director's return transmittal.

Submit an updated Contract Schedule, for Director's acceptance, with each application for payment. The Director will review the updated schedule and respond within 7 calendar days of receipt.

By acceptance of the Contract Schedule, the Director does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Director will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised Contract Schedule in the time specified, the Director will withhold all Contract payments until the Director accepts the schedule.

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

8-3.3 Beginning Work: Do not commence work under the Contract until after the County has issued a written Notice to Proceed. The Contract Time shall commence to run from the date specified in the Notice to Proceed. Issuance of the Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and bond submittal requirements. Until the Contractor receives the Department's Notice to Proceed, the Contractor is advised that the County will not be liable for any expenses which the Contractor may incur relative to the Contract before the written Notice to Proceed is issued.

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 Director 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 Director may require the Contractor to delay removal of the existing (usable) facilities.

8-3.5 Preconstruction Conference: County After the award of the Contract but prior to the issuance of the written Notice-to-Proceed, a conference will be held to establish lines of communication; procedures for handling shop drawings, requests for information, applications for payment, and other submissions; and to establish a working understanding between the parties as to the Contractor's project management responsibilities.

Present at the conference will be the Contractor and his subcontractors, utility companies, CEI Consultant and the Director. The time and place of this conference will be set by the Director. The Contractor shall be represented at the conference by a person duly authorized to speak on behalf of and represent the Contractor, together with all of the Contractor's supervisory personnel who will be assigned to the project. The Contractor shall submit the

following minimum information to the Director for his review and approval on or prior to the date established for the pre-construction conference:

- a. Name of the Contractor's proposed project manager.
- b. Name of the Contractor's proposed full-time superintendent.
- c. Name of the Contractor's representative for implementing and maintaining the Maintenance of Traffic Plan during construction.
- d. Personnel qualifications as may be requested by the County.
- e. Listing/qualifications of the Contractor's proposed subcontractors.
- f. Project Schedule.
- g. Traffic Control Plan/Maintenance of Traffic Plan.
- h. Applicable quality control plan(s).
- i. Name/qualifications of Contractor's Registered Professional Surveyor and Mapper in responsible charge of project layout.
- j. Name/qualifications of Contractor's quality control technician.
- k. Schedule and plan for prevention, control and abatement of erosion and water pollution per Section 104-5 of the Standard Specifications.

8-3.6 Progress Meetings: The Contractor shall attend regular progress meetings with and between the County's field representatives and those of the Contractor, subcontractors, utility companies, CEI Consultant and other parties having an interest in the Contract. The progress meetings shall be hosted by the County and shall be held at locations to be mutually agreed upon by the County and the Contractor at no less than two week intervals. The purpose of such meetings shall include, but not to be limited to, discussing all general aspects of the project and specifically addressing problem areas, schedules, progress payments, etc. The CEI Consultant shall be responsible for the preparation and distribution of the minutes.

8-4 Limitations of Operations.

8-4.1 Night Work: During active nighttime operations, furnish, place and maintain lighting sufficient to permit proper workmanship and inspection. Use lighting with 5 ft-cd minimum intensity. Arrange the lighting to prevent interference with traffic or produce undue glare to property owners. Operate such lighting only during active nighttime construction activities. Provide a light meter to demonstrate that the minimum light intensity is being maintained.

Lighting may be accomplished by the use of portable floodlights, standard equipment lights, existing street lights, temporary street lights, or other lighting methods approved by the Director.

Submit a lighting plan at the Preconstruction Conference for review and acceptance by the Director. Submit the plan as a PDF file, in the same scale as the Contract Plans, and formatted on 11 inch by 17 inch sheets. Do not start night work prior to the Director's acceptance of the lighting plan.

During active nighttime operations, furnish, place and maintain variable message signs to alert approaching motorists of lighted construction zones ahead. Operate the variable message signs only during active construction activities.

Include compensation for lighting for night work in the Contract prices for the various items of the Contract. Take ownership of all lighting equipment for night work.

8-4.1.1 Holiday and Weekend Work: If work is authorized by the Director on holidays, weekends, or nights the Contractor shall notify the Director 72 hours in advance of the time and date on which the Contractor or any of his subcontractors propose to perform work during such time periods to afford the Director ample time to effectively schedule his inspection personnel in accordance with the Contractor's timetable.

8-4.2 Sequence of Operations: Do not open up work to the prejudice of work already started. The Director may require the Contractor to finish a section on which work is in progress before starting work on any additional section. Specific requirements pertaining to the sequence of operations for constructing the project and maintaining traffic shall be included in the Contractor's work progress schedule.

8-4.3 Interference with Traffic: At all times conduct the work in such manner and in such sequence as to ensure the least practicable interference with traffic. Operate all vehicles and other equipment safely and without hindrance to the traveling public. Park all private vehicles outside the clear zone. Place materials stored along the roadway so as to cause no obstruction to the traveling public as possible.

Where existing pavement is to be widened and stabilizing is not required, prevent any open trench from remaining after working hours by scheduling operations to place the full thickness of widened base by the end of each day. Do not construct widening strips simultaneously on both sides of the road, except where separated by a distance of at least 1/4 mile along the road and where either the work of excavation has not been started or the base has been completed.

8-4.4 Coordination with other Contractors: Sequence the work and dispose of materials so as not to interfere with the operations of other Contractors engaged upon adjacent work; join the work to that of others in a proper manner, in accordance with the spirit of the Contract Documents; and perform the work in the proper sequence in relation to that of other contractors; all as may be directed by the Director.

Each contractor is responsible for any damage done by him or his agents to the work performed by another contractor.

8-4.5 Drainage: Conduct the operations and maintain the work in such condition to provide adequate drainage at all times. Do not obstruct existing functioning storm sewers, gutters, ditches, and other run-off facilities. Maintain all existing storm sewers, gutters, ditches, and other run-off facilities in an operable condition as necessary to provide adequate drainage at all times.

8-4.6 Fire Hydrants: Keep fire hydrants on or adjacent to the highway accessible to fire apparatus at all times, and do not place any material or obstruction within 15 feet of any fire hydrant.

8-4.7 Protection of Structures: Do not operate heavy equipment close enough to pipe headwalls or other structures to cause their displacement.

8-4.8 Fencing: Erect permanent fence as a first order of business on all projects that include fencing where the Director determines that the fencing is necessary to maintain the security of livestock on adjacent property, or for protection of pedestrians who are likely to gain access to the project from adjacent property.

8-4.9 Contaminated Materials: When the construction operations encounter or expose any abnormal condition that may indicate the presence of a contaminated material, discontinue such operations in the vicinity of the abnormal condition and notify the Director immediately. Be alert for the presence of tanks or barrels; discolored or stained earth, metal, wood, ground water;

visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal as possible indicators of the presence of contaminated materials. Treat these conditions with extraordinary caution.

Make every effort to minimize the spread of any contaminated materials into uncontaminated areas.

Do not resume the construction operations in the vicinity of the abnormal conditions until so directed by the Director.

Dispose of the contaminated material in accordance with the requirements and regulations of any Local, State, or Federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of contaminated material, and the Contract does not include pay items for disposal, the County will pay for this work as provided in 4-4.

The County agrees to hold harmless and indemnify the Contractor for damages when the Contractor discovers or encounters contaminated materials or pollutants during the performance of services for the County when the presence of such materials or pollutants were unknown or not reasonably discoverable. Such indemnification agreement is only effective if the Contractor immediately stops work and notifies the County of the contaminated material or pollutant problem.

Such indemnification agreement is not valid for damages resulting from the Contractor's willful, wanton, or intentional conduct or the operations of Contaminated and Hazardous Material Contractors.

8-5 Qualifications of Contractor's Personnel.

Provide competent, careful, and reliable superintendents, foremen, and workmen. Provide workmen with sufficient skill and experience to properly perform the work assigned to them. Provide workmen engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Director may take action as prescribed below.

The Contractor shall assign a full-time superintendent to routinely and constantly supervise, manage, plan, monitor, schedule, and control the construction operations on behalf of the Contractor. Trade workers will not be considered to be a full-time superintendent. The Contractor's superintendent shall be present on the project at all times when the Contractor's work crews, or work crews of other parties authorized by the Director, are engaged in any activity whatsoever associated with the project. Should the Contractor fail to comply with the above condition, the Director may, at his discretion, deduct from the Contractor's partial monthly payment estimate, the amount of \$250 per hour for each hour lacking adequate superintendence. This deduction is to account for the County's loss of adequate supervision, not as a penalty, but as liquidated damages for services not rendered.

It is prohibited as a conflict of interest for a Contractor to subcontract with a Consultant to perform Contractor Quality Control when the Consultant is under contract with the County to perform work on any project described in the Contractor's Contract with the County. Prior to approving a Consultant for Contractor Quality Control, the Contractor shall submit to the County a Certificate from the proposed Consultant certifying that no conflict of interest exists.

Whenever the Director determines that any person employed by the Contractor is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the Director will provide written notice and the Contractor shall discharge the person from the work. Do not employ any

discharged person on the project without the written consent of the Director. If the Contractor fails to remove such person or persons, the Director may withhold all estimates that are or may become due, or suspend the work until the Contractor complies with such orders. Protect, defend, indemnify, and hold the County, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

8-6 Temporary Suspension of Contractor's Operations.

8-6.1 Authority to Suspend Contractor's Operations: The Director has the authority to suspend the Contractor's operations, wholly or in part. The Director will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The County may grant an extension of Contract Time in accordance with 8-7.3.2 when determined appropriate in the County's sole judgment.

No additional compensation or time extension will be paid or granted to the Contractor when the operations are suspended for the following reasons:

1. The Contractor fails to comply with the Contract Documents.
2. The Contractor fails to carry out orders given by the Director.
3. The Contractor causes conditions considered unfavorable for continuing

the Work.

Immediately comply with any suspension order. Do not resume operations until authorized to do so by the Director in writing. Any operations performed by the Contractor, and otherwise constructed in conformance with the provisions of the Contract, after the issuance of the suspension order and prior to the Director's authorization to resume operations will be at no cost to the County. Further, failure to immediately comply with any suspension order will also constitute an act of default by the Contractor and is deemed sufficient basis in and of itself for the County to declare the Contractor in default, in accordance with 8-9, with the exception that the Contractor will not have ten calendar days to correct the conditions for which the suspension was ordered.

8-6.1.1 State of Emergency: The Director has the authority to suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency. The Director will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The County, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension. Further, in such instances, the County's determination as to entitlement to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the County's determination was without any reasonable factual basis

8-6.2 Prolonged Suspensions: If the Director suspends the Contractor's operations for an indefinite period, store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way. Take every reasonable precaution to prevent damage to or deterioration of the work performed. Provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and provide any temporary structures necessary for public travel through the project.

8-6.3 Permission to Suspend Contractor's Operations: Do not suspend operations or remove equipment or materials necessary for completing the work without obtaining the Director's written permission. Submit all requests for suspension of operations in writing to the Director, and identify specific dates to begin and end the suspension. The Contractor is not entitled to any additional compensation for suspension of operations during such periods.

8-6.4 Suspension of Contractor's Operations - Holidays and Special Events: Unless the Contractor submits a written request to work during one or more days of a Holiday or Special Event at least ten calendar days in advance of the beginning date of the Holiday or Special Event and receives written approval from the Director, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; December 24 through January 2, inclusive; and Special Events noted in the Plans. Contract Time will be charged during these Holiday and Special Event periods. Contract Time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed Contract Time adjustment for suspension of operations during such Holiday and Special Event periods.

During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with Section 102 and Section 104 during such Holiday and Special Event periods.

8-7 Computation of Contract Time.

8-7.1 General: Perform the contracted work fully, entirely, and in accordance with the Contract Documents within the Contract Time specified in the proposal, or as may be extended in accordance with the provisions herein below.

The County considers in the computation of the Contract Time the effect that utility relocation and adjustments have on job progress and the scheduling of construction operations required in order to adequately maintain traffic, as detailed in the Plans or as scheduled in the Special Provisions.

8-7.2 Date of Beginning of Contract Time: The date on which Contract Time begins is either the date on which the Contractor actually begins work, or the date for beginning the charging of Contract Time as set forth in the proposal; whichever is earlier.

8-7.3 Adjusting Contract Time:

8-7.3.1 Increased Work: The County may grant an extension of Contract Time when it increases the Contract amount due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The County will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the Contract completion schedule.

8-7.3.2 Contract Time Extensions: The County 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 County 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 County to fulfill an obligation under the Contract results in delays to the controlling items of work, the County will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Director suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Director will grant a time extension

for any delay to a controlling item of work due to such suspension. The County will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The County does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Director will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Director will not require the Contractor to submit a request for additional time due to the effects of weather.

The County 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 County 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 submit 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 County 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 submits 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 County 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 Director:

A preliminary request for an extension of Contract Time must be submitted in writing to the Director 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 Director 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 County 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 Director 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 Director 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 Director 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 Director 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.

The existence of an accepted schedule, including any required update(s), as stated in 8-3.2, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the County's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the County's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence

to a Disputes Review Board that the County's determination was without any reasonable factual basis.

8-8 Reserved

8-9 Default and Termination of Contract.

8-9.1 Determination of Default: The following acts or omissions constitute acts of default and, except as to subparagraphs 9 and 11, the County will give notice, in writing, to the Contractor and his surety for any delay, neglect or default, if the Contractor:

1. fails to begin the work under the Contract within the time specified in the Notice to Proceed;
2. fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
3. performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Director rejects as unacceptable and unsuitable;
4. discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Director notifies the Contractor to do so;
5. 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;
6. allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
7. makes an assignment for the benefit of creditors;
8. fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;
9. fails to comply with the Director's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or
10. 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 County.
11. fails to comply with 3-9.

For a notice based upon reasons stated in subparagraphs (1) through (8) and (10): if the Contractor, within a period of ten calendar days after receiving the notice described above, fails to correct the conditions of which complaint is made, the County will, upon written certificate from the Director 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 (2), (3), (4), (5), (6) or (8), commits a second or subsequent act of default for any reason covered by the same subparagraph (2), (3), (4), (5), (6) or (8) 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 County will, upon written certificate from the Director 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 (9), if the Contractor fails to comply with the Director's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the County will, upon written certificate from the Director 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 (11), if the Contractor fails to comply with 3-9, the County 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 County has no liability for anticipated profits for unfinished work on a Contract that the County has determined to be in default.

Notwithstanding the above, the County 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 County'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 County 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 County 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 County incurs in completing the Contract work after such termination.

8-9.2 Termination of Contract for Convenience: The County may terminate the entire Contract or any portion thereof, if the Director determines that a termination is in the County's interest. The Director will deliver to the Contractor a Written Notice of Termination specifying the extent of termination and the effective date.

When the County terminates the entire Contract, or any portion thereof, before the Contractor completes all items of work in the Contract, the County will make payment for the actual number of units or items of work that the Contractor has completed, at the Contract unit price, and according to the formulas and provisions set forth in 4-3.2 for items of work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The County will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts) except as provided in 4-3.2 for partially completed work.

The County will consider reimbursing the Contractor for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the Contractor has completed is too small to compensate the Contractor for these expenses under the Contract unit prices.

The County may purchase at actual cost acceptable materials and supplies procured for the work, that the County has inspected, tested, and approved and that the

Contractor has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the Director may designate.

Termination of a contract or a portion thereof, under the provisions of this Subarticle, does not relieve the Contractor or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the work performed.

All Contractor claims for additional payment, due to the County's termination of the entire Contract or any portion thereof, must meet the requirements of 5-12.

8-9.3 Completion of Work by County: Upon declaration of default, the County 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 County will charge all costs that the County incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor. If the County 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 County the amount of the excess.

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

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

8-10.1 Reserved.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

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

8-10.3 Determination of Number of Days of Default: For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Director will count default days in calendar days.

8-10.4 Conditions under which Liquidated Damages are Imposed: If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the County may have granted then the Contractor or, in

case of his default, the surety shall pay to the County, not as a penalty, but as liquidated damages, the amount so due as determined in 8-10.2.

8-10.5 Right of Collection: The County has the right to apply, as payment on such liquidated damages, any money the County owes the Contractor.

8-10.6 Allowing Contractor to Finish Work: The County does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time.

8-10.7 Completion of Work by County: In the case of a default of the Contract and the completion of the work by the County, the Contractor and his surety are liable for the liquidated damages under the Contract, but the County will not charge liquidated damages for any delay in the final completion of the County's performance of the work due to any unreasonable action or delay on the part of the County.

8-11 Release of Contractor's Responsibility.

The County considers the Contract complete when the Contractor has completed all work and the County has accepted the work. The County will then release the Contractor from further obligation except as set forth in his bond, and except as provided in 5-13.

8-12 Recovery of Damages Suffered by Third Parties.

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

SECTION 9 MEASUREMENT AND PAYMENT

9-1 Measurement of Quantities.

9-1.1 Measurement Standards: The Director will measure all work completed under the Contract in accordance with the United States Standard Measures.

9-1.2 Method of Measurements: The Director will take all measurements horizontally or vertically.

9-1.3 Determination of Pay Areas:

9-1.3.1 Final Calculation: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, the Director will use lengths and widths in the calculations based on the station to station dimensions shown in the Plans; the station to station dimensions actually constructed within the limits designated by the Director; or the final dimensions measured along the surface of the completed work within the neat lines shown in the Plans or designated by the Director. The Director will use the method or combination of methods of measurement that reflect, with reasonable accuracy, the actual surface area of the finished work as the Director determines.

9-1.3.2 Plan Quantity: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be the plan quantity, the Director will determine the final pay quantity based on the plan quantity subject to the provisions of 9-3.2. Generally, the Director will calculate the plan quantity using lengths based on station to station dimensions and widths based on neat lines shown in the Plans.

9-1.4 Construction Outside Authorized Limits: The Director will not pay for surfaces constructed over a greater area than authorized, or for material that the Contractor has moved from outside of slope stakes and lines shown in the Plans, except where the Director provides written instruction for the Contractor to perform such work.

9-1.5 Truck Requirements: Provide all trucks with numbers and certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. This capacity will include the truck body only and any side boards added will not be included in the certified truck body capacity. Ensure the lettering and numbers are legible for identification purposes at all times.

9-1.6 Ladders and Instrument Stands for Bridge Projects: On bridge projects, in order to facilitate necessary measurements, provide substantial ladders to the tops of piers and bents, and place and move such ladders as the Director directs.

For bridge projects crossing water or marshy areas, supply fixed stands for instrument mounting and measurements, in accordance with the details stipulated in the Specifications for the project.

9-2 Scope of Payments.

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

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

9-2.1.1 Reserved

9-2.1.2 Bituminous Material: Prepare a Contractor's Certification of Quantities, using the FDOT's current approved form for Superpave Asphalt Base, Driveway Asphalt Base, Asphalt Treated Permeable Base, Superpave Asphaltic Concrete, Miscellaneous Asphalt Pavement, Asphalt Concrete Friction Course, and Asphalt Rubber Membrane Interlayer pay items. Submit this certification to the Director no later than Twelve O'clock noon Monday after the estimate cut-off or as directed by the Director, based on the quantity of asphalt produced and accepted on the roadway per Contract. Ensure the certification includes the Project Number, Contract Number, Financial Project Identification (FPID) Number (if applicable), Certification Date and Number, the period the certification represents and the tons produced for each asphalt pay item.

On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the County will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

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

The API will be available on the Construction Office website before the 15th day of each month at the following URL:

<https://www.fdot.gov/construction/fuel-Bit/Fuel-Bit.shtm> .

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

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

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

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

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

For asphalt concrete items payable by the ton or square yard, the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 pounds per gallon.

For asphalt concrete items payable by the cubic yard, the number of gallons will be determined assuming a mix design with 3% liquid asphalt weighing 8.58 pounds per gallon.

9-2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, the County will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

9-3 Compensation for Altered Quantities.

9-3.1 General: When alteration in Plans or quantities of work not requiring a supplemental agreement as hereinbefore provided for are offered and performed, the Contractor shall accept payment in full at Contract unit bid prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in Plans or quantities of work requiring supplemental agreements shall be stipulated in such agreement, except when the Contractor proceeds with the work without change of price being agreed upon, the Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of work. If no Contract unit price is provided in the Contract, and the parties cannot agree as to a price for the work, the Contractor agrees to do the work in accordance with 4-3.2.

9-3.2 Payment Based on Plan Quantity:

9-3.2.1 Error in Plan Quantity: As used in this Article, the term “substantial error” is defined as the smaller of (1) or (2) below:

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

On multiple job Contracts, changes made to an individual pay item due to substantial errors will be based on the entire Contract quantity for that pay item.

Where the pay quantity for any item is designated to be the original plan quantity, the County will revise such quantity only in the event that the County determines it is in substantial error. In general, the County will determine such revisions by final measurement, plan calculations, or both, as additions to or deductions from plan quantities.

In the event that either the County or the Contractor contends that the plan quantity for any item is in error and additional or less compensation is thereby due, the claimant shall submit, at their own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The County will not revise the plan quantity solely on the basis of a particular method of construction that the Contractor selects. For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original Plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and the County, prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

9-3.2.2 Authorized Changes in Limits of Work: Where the County designates the pay quantity for any item to be the original plan quantity and authorizes a plan change which

results in an increase or decrease in the quantity of that item, the County will revise the plan quantity accordingly. In general, the County will determine such revisions by final measurement, plan calculations or both.

9-3.2.3 Specified Adjustments to Pay Quantities: Do not apply the limitations specified in 9-3.2.1 and 9-3.2.2 to the following:

1. Where these Specifications or Special Provisions provide that the County determines the pay quantity for an item on the basis of area of finished work adjusted in accordance with the ratio of measured thickness to nominal thickness.

2. Where these Specifications provide for a deduction due to test results falling outside of the allowable specified tolerances.

3. To payment for extra length fence posts, as specified in 550-6.3.

9-3.3 Lump Sum Quantities:

9-3.3.1 Error in Lump Sum Quantity: Where the County designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the County will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the County determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in 9-3.2.1.

9-3.3.2 Authorized Changes in Work: Where the County designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the County will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the Plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the County will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a supplemental agreement as provided in 4-3.2.

9-3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to Plan or to authorized dimensions within the specified tolerances, the Director, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to the County; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. The County will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the Director, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in 120-12.1 to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, the County will take appropriate measurements and will apply reductions in pay quantities. The County will not use the construction tolerance, as defined in 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

9-4 Deleted Work.

The County will have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein, by making an adjustment in payment to the Contractor of a fair and equitable amount covering the value of all cancelled work less all items of cost incurred prior to the date that the Director cancels the work.

9-5 Partial Payments.

9-5.1 General: The Director will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Director will make approximate monthly payments, and the County will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The County will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

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

9-5.1.1 Applications for Payment: On or before the 25th day of each month, the Contractor shall submit six notarized copies of its monthly application for payment to the CEI Consultant for Work performed during the previous month. Each application for payment shall be accompanied by the certifications described in 9-5.6. The County shall not be required to make payment until and unless these certifications are furnished by the Contractor.

Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten calendar days of receipt of each application for payment, the CEI Consultant will either:

1. indicate his approval of the requested amount;
2. indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
3. return the application for payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the application for payment by the CEI Consultant, the Contractor may make the necessary corrections and resubmit the application for payment. The County shall, within thirty calendar days after County approval of an application for payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the application for payment approved by the CEI Consultant. Monthly payments to the Contractor shall in no way imply or constitute approval or acceptance of Contractor's Work.

9-5.1.2 Retainage: The County shall initially retain ten percent of the gross amount of each monthly application for payment or ten percent of the portion thereof approved by the CEI Consultant for payment, whichever is less. After 50% of the Contract amount has been earned, the County will reduce the retainage to five percent of each subsequent progress payment. Such sums shall be accumulated and released to the Contractor with final payment.

For purposes of determining when 50% of the Contract amount has been earned, stored materials and mobilization costs will be excluded.

Retainage will be determined for each job on multiple job Contracts. The County 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.

9-5.2 Reserved

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the County discovers any defective work or material prior to the final acceptance, or if the County has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the County will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The County will withhold progress payments from the Contractor if he fails to comply with any or all of the following, as applicable, within 60 days after beginning work:

1. Comply with and submit required documentation relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;
2. Comply with the requirement to report all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;
3. Comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and
4. Comply with or make a good faith effort to meet On-The-Job Training goals.

The County will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.3.3 Withholding Payment for Other Reasons: The County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and the Contractor, to such extent as may be necessary in the County's opinion to protect it from loss as a result of:

1. Third party claims filed or reasonable evidence indicating probable filing of such claims;
2. Failure of the Contractor to make payment properly to Subcontractors or for labor, materials, or equipment;
3. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract amount;
4. Reasonable indication that the Work will not be completed within the Contract Time;
5. Unsatisfactory prosecution of the Work by the Contractor;
6. Failure to provide accurate and current red line documents, as-built drawings, or certified surveys;
7. Any other material breach of the Contract Documents.

If these conditions are not remedied or removed, the County may, after three calendar days' written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County.

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the County with all submittals required by the Contract, such as invoices, DBE Participation Certification, properly executed and notarized Release and Affidavit, duly executed Surety's consent to final payment, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21-A

release) and the Director has determined that the measurement and computation of pay quantities is correct, the County may reduce the retainage to two percent of the Contract plus any amount that the County elects to deduct for defective work as provided in 9-5.3.

The County will not allow a semifinal estimate under the provisions of the above paragraphs unless the time elapsing between (1) acceptance of the project and receipt of all test reports, invoices, etc., and (2) submission of the final estimate to the Contractor for acceptance, exceeds or is expected to exceed 30 days.

The County may deduct from payment estimates any sums that the Contractor owes to the County on any account. Where more than one project or job (separate project number) is included in the Contract, the County will distribute the reduced retainage as provided in the first paragraph of this subarticle to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The County will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
2. The stockpiled material must be approved as meeting applicable specifications.
3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
4. The Contractor shall submit to the Director certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

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

1. Partial payments less than \$5,000 for any one month will not be processed.
2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the County requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally,

partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the County a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and County. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Lee County Board of County Commissioners. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and Lee County, Florida County<supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to Lee County, Florida County.”

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the County has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the County will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete, as determined by the County. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor’s work. Submit this certification in the form designated by the County.

Within 30 days of the Contractor’s receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The County will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and submits written notification of any such good cause to both the County and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the County when called upon to do so for all claims or suits against the County, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

9-6 Record of Construction Materials.

9-6.1 General: For all construction materials used in the construction of the project, (except materials exempted by 9-6.2), preserve for the County’s inspection the invoices and records of the materials for a period of three years from the date of completion of the project.

Apply this requirement when subcontractors purchase materials, and obtain the invoices and other materials records from the subcontractors. By providing the materials, the Contractor certifies that all invoices will be maintained for the required period.

9-6.2 Non-Commercial Materials: The provisions of 9-6.1 do not apply to materials generally classed as non-commercial, such as fill materials, local sand, sand-clay, or local materials used as stabilizer.

9-7 Disputed Amounts Due the Contractor.

The County reserves the right to withhold from the final estimate any disputed amounts between the Contractor and the County. The County will release all other amounts due, as provided in 9-8.

9-8 Acceptance and Final Payment.

9-8.1 Acceptance and Final Payment Documents: Whenever the Contractor has completely performed the work provided for under the Contract and the Director has performed a final inspection and made final acceptance (as provided in 5-10 and 5-11), and subject to the terms of 8-11, the Director will prepare a final estimate showing the value of the work as soon as the Director makes the necessary measurements and computations. The Director will correct all prior estimates and payments in the final estimate and payment. The County will pay the estimate, less any sums that the County may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, along with all executed supplemental agreements received after final acceptance.

If the Contractor fails to furnish all required Contract Documents as listed in (1) through (9) below within 90 days of the County's offer of final payment or request for refund of overpayment, the County will not issue Acceptance and remaining retainage will continue to be withheld..

1. The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the County, as full settlement of his account under the Contract and of all claims in connection therewith, or the Contractor, has through the use of the Qualified Acceptance Letter, accepted the balance due or refunded the overpayment, as determined by the County, with the stipulation that his acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the County. To receive payment based on a Qualified Acceptance Letter, define in writing the dispute or pending claim with full particular of all items of all issues in dispute, including itemized amounts claimed for all particulars of all items, and submit it as part of the Qualified Acceptance Letter. The Contractor further agrees, by submitting a Qualified Acceptance Letter that any pending or future claim or suit is limited to those particulars, including the itemized amounts, defined in the original Qualified Acceptance Letter, and that he will commence with any such arbitration claim or suit within 820 calendar days from and after the time of final acceptance of the work and that his failure to file a formal claim within this period constitutes his full acceptance of the Director's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.

2. The Contractor has properly maintained the project, as specified hereinbefore.

3. The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any)

in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the County in the performance of the Contract. Include with the listed tort liability exceptions, if any, evidence of adequate insurance coverage as required in 7-13.

4. The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

5. The Contractor has complied with and settled all requirements pertaining to any wage-rate provisions.

6. The Contractor has submitted all required mill tests and analysis reports to the Director.

7. The Contractor has furnished the Construction Compliance with Specifications and Plans Certification. Provide the Director with a notarized final certification of compliance with the requirements of Section 105 to accompany the final estimate. Certification must be on a form provided by the Director.

8. The Contractor has submitted and the County has accepted all as-built drawings and certified surveys.

9. The Contractor has furnished all required manufacturers' warranties to the Director.

9-8.2 Reserved

9-9 Reserved

9-10 Offsetting Payments.

1. After settlement or final adjudication of any claim of the County for work done pursuant to a construction contract with any party, the County may offset such amount from payments due for work done on any construction contract, excluding amounts owed to subcontractors, suppliers, and laborers, which it has with the party owing such amount if, upon demand, payment of the amount is not made within 60 days to the County.

2. Offsetting any amount pursuant to (1) above shall not be considered a breach of Contract by the County.

EXHIBIT F
INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, Work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, Work and operations be by the Contractor, its employees, or by Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for ensuring throughout the time the Agreement is in effect, that any and all of its Subcontractors obtain and maintain until the completion of that Subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the County as an additional insured and a certificate holder (This requirement may be excepted for workers' compensation and professional liability Insurance);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company shall mail at least thirty (30) calendar days' written notice to the County.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the County, in triplicate, renewal or replacement Certificate(s) of Insurance not

later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate the Agreement.

(6) Contractor shall include the County, the County's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the County has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the County shall notify Contractor in writing thereof within thirty (30) calendar days of the delivery of such certificates to the County. Contractor shall provide to the County such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers,

and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Verification of Coverage:

a. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

d. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared

_____,
who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Lee County, Florida (the "County"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the County, dated _____, _____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the County might be sued or for which a lien or a demand against any Payment Bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the County, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] application for payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H CHANGE ORDER FORM



Lee County Construction Contract Change Order

Print Form

Number: _____

A Change Order requires approval by the Department Director for expenditures under \$50,000, approval by the County Manager for expenditures between \$50,000.01 and \$100,000, or approval by the Board of County Commissioners for expenditures over \$100,000

Contract /
Project
Name: _____

Contractor: _____

Contract #: _____ Project #: _____ Bid #: _____

Lee County Project Manager: _____

Fiscal Staff: _____ Date of Request: _____

Upon the completion and execution of this Change Order by both parties to the Contract, the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Attachments:
(List documents supporting change) _____

Description: _____

Purpose of
Change Order: _____

Change in Contract Price	Dollar Amount	Change in Contract Time	Calendar Days
Original Contract Price		Original Contract Time	
Previous Change Order No. _____		Net Change from Previous Change Orders	
Contract Price Prior to this Change Order		Contract Time Prior to this Change Order	
Net Increase (Decrease) of this Change Order		Net Increase (Decrease) of this Change Order	
Contract Price with All Approved Change Orders		Contract Time with All Approved Change Orders	

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

Name of Contractor

Date Accepted

Contact Email Address

Contact Phone #

Lee County Board of County Commissioners
2115 Second St. - Fort Myers, FL 33901
PO Box 398 - Fort Myers, FL 33902-0398
Main Phone: (239) 533-2111

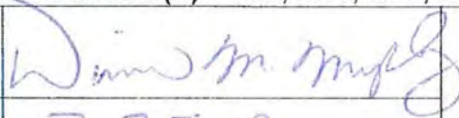
Rev. 12/2015


EXHIBIT I
SUPPLEMENTAL SPECIFICATIONS

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I hereby certify that these Supplemental Specifications have been properly prepared by me, or under my responsible charge:

Supplemental Specification Section(s): 102, 331, 570, 710, 711	
Signature:	
Date:	7-25-19
Engineer of Record:	David M. Murphy, PE
Florida License No.:	81519
Firm Name:	Lee County DOT
Firm Address:	1500 Monroe Street
City, State, Zip Code:	Fort Myers, FL 33901
Cert. of Authorization No:	N/A



DIVISION I-GENERAL REQUIREMENTS AND COVENANTS

RESERVED

DIVISION II-CONSTRUCTION DETAILS

SECTION 102 – MAINTENANCE OF TRAFFIC (LCDOT 10/27/2017)

Article 102-4: Delete Article 102-4 in its entirety and substitute the following:

The Contractor shall submit a complete Traffic Control Plan (TCP) to the Engineer for review and approval at the preconstruction meeting. Prepare the TCP in conformance with and in the form prescribed in the current version of the FDOT Plans Preparation Manual, FDOT Design Standards -- Index 600 series and the MUTCD. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the TCP, and notify the Department in writing of any such potential impacts to utilities. The TCP shall be signed and sealed by a professional engineer duly registered in the State of Florida.

Engineer's approval of the TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those depicted in the original Contract Documents, and which effect a change in utility work different from that shown in the utility plans, joint project agreements, interlocal agreements or utility relocation schedules.

The County reserves the right to reject any Traffic Control Plan. Obtain the Engineer's written approval before beginning work using a TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP without proper documentation on an emergency basis.

Pedestrian and/or bicycle traffic must be safely and continuously maintained through, or around, work zones on highway or streets where pedestrian and bicyclists were permitted at the start of the project. The Contractor shall submit a plan for approval signed and sealed by a professional engineer duly licensed in the State of Florida for the safe passage of pedestrian and bicycle traffic prior to closure of any existing pedestrian facility. Facilities constructed to specifically provide access for pedestrians in or around work zones must be consistent with the current PROWAG. The plan shall detail the rerouting of users, duration of closure and proposed construction methods for any temporary facility. Payment for this work shall be included in price bid for Pay Item 102-1a -Maintenance of Pedestrian and Bicycle Traffic.

All costs for maintenance of traffic including preparation of Traffic Control Plan shall be included in the price bids for Pay Item 102-1 – Maintenance of Traffic, except as expressly provided for in other pay items in the contract.

SECTION 331 - TYPE S ASPHALT CONCRETE, QUALITY ASSURANCE AND ACCEPTANCE PROCEDURES (LCDOT REV 12/06/2017)

Section 331: The following Section shall be added in its entirety:

331-1 Description.

331-1.1 General: Construct a Type S Asphalt Concrete course (using the Quality Assurance acceptance system) using the type of mixture specified in the Contract, or when offered as alternates, as selected. If offered as alternates, meet the layer thickness criteria specified in 331-1.2. Type S mixes are identified as Type S-I, Type S-II, or Type S-III. The composition and physical test properties for all mixes including Type S Asphalt Concrete are shown in Tables 331-1 and 331-2. This Section establishes Acceptance Procedures for materials and work performed under Sections 290, 320, 330, 331, 334, and 337 of the July 2017 edition of the FDOT Standard Specifications for Road and Bridge Construction.

Where Type S Asphalt Concrete is specified in the Contract, if approved by the Engineer, the equivalent fine Type SP Asphalt Concrete mixture (Traffic Level C) meeting the requirements of Section 334 may be selected as an alternate at no additional cost to the Department. The equivalent mixes are as follows:

Type S-I.....Type SP-12.5
 Type S-IIType SP-19.0
 Type S-IIIType SP-9.5

Meet the requirements for the plant and equipment specified in Section 320. Meet the general construction requirements specified in Section 330.

Table 331-1 Bituminous Concrete Mixtures (Gradation Design Range)								
Type	Total Aggregate Passing Sieves ¹							
	3/4 inch	1/2 inch	3/8 inch	No. 4	No. 10	No. 40	No. 80	No. 200
S-I ⁵	100	88-98	75-93	47-75	31-53	19-35	7-21	2-6
S-II ²	83-98	71-87	62-78	47-63	33-49	19-35	9-18	2-6
S-III ⁵		100	88-98	60-90	40-70	20-45	10-30	2-6
FC-3 ⁵		100	88-98	60-90	40-70	20-45	10-30	2-6
¹ In inches or sieves. ² 100% passing 1 1/4 inch sieve and 94 to 100% passing 1 inch sieve. ³ 100% passing 1 1/2 inch sieve. ⁴ The Engineer may increase the design range for the No. 10 sieve for lightweight aggregates. ⁵ The Engineer may retain up to 1% on the maximum sieve size.								

Table 331-2 Marshall Design Properties for Bituminous Concrete Mixes						
Mix Type	Minimum Marshall Stability (lbs.)	Flow** (0.01 in.)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)	VFA Voids Filled with Asphalt (%)
S-I	1,500*	8-13	14.5	4-5	***	65-75
S-II	1,500*	8-13	13.5	4-5	***	65-75
S-III	1,500*	8-13	15.5	4-6	***	65-75
FC-3	1,500	8-13	15.5	4-6	***	65-75
*The minimum Marshall Stability for Type S mixes used on limited access facilities (Interstate, Turnpike, and Expressways) shall be 1,800 lbs. **The maximum Flow value during production shall not exceed one point more than shown in the Table. ***The ratio of the percentage by weight of total aggregate passing the No. 200 sieve to the effective asphalt content expressed as a percentage by weight of total mix shall be in the range of 0.6 to 1.2.						

The Engineer will accept the work on a LOT to LOT basis in accordance with the applicable requirements of Sections 5 and 6. The size of the LOT will be as specified in 331-6 for the bituminous mixture produced at the plant and as stipulated in 331-7 for the material placed on the roadway.

331-1.2 Layer Thicknesses:

331-1.2.1 Structural Layers: The allowable layer thicknesses for Type S Asphalt Concrete mixtures used in structural and overbuild applications is as follows:

Type S-III.....3/4 to 1-1/4 inches

Type S-I.....1-1/4 to 2-1/2 inches

Type S-II.....2 to 2-3/4 inches

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on Type S mixtures when used as a structural course:

Type S-III- Limited to the final (top) structural layer, one layer only.

Type S-I- May not be used in the first layer of courses over 3-1/2 inches thick, nor in the first layer of courses over 2-3/4 inches thick on limited access facilities.

Type S-II – May not be used in the final (top) structural layer.

331-1.2.2 Additional Requirements: The following requirements also apply to Type S Asphaltic Concrete mixtures:

1. A minimum 1-1/2 inch initial lift is required over an Asphalt Rubber Membrane

Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (≤ 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. All overbuild layers shall be Type S asphalt concrete. Use the minimum and maximum layer thicknesses as specified in 331-1.2.1 unless shown differently in the plans.

4. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by $\frac{1}{2}$ inch, and the maximum allowable thickness may be increased $\frac{1}{2}$ inch, unless shown differently in the plans. Other variations from these thicknesses shall be approved by the Engineer.

331-2 Materials

331-2.1 General Requirements: Meet the material requirements specified in Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent.....916-1, 916-2

Mineral Filler.....917-1, 917-2

Coarse Aggregate, Stone, Slag or Crushed Gravel.....Section 901

Fine Aggregate.....Section 902

Asphalt concrete mixes containing crushed gravel as coarse aggregate component must show no potential for stripping during laboratory testing for mix design verification.

Crushed Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable specifications.

331-2.2 Specific Requirements:

331-2.2.1 Condition of Aggregate: Use clean aggregate containing no deleterious substances. Do not use coarse or fine aggregate which contains more than 0.5% of phosphate.

331-2.2.2 Fine Aggregate and Mineral Filler: In laboratory tests, and for the purpose of proportioning the paving mixture, consider all material passing the No. 10 sieve and retained on the No. 200 sieve as fine aggregate, and the material passing the No. 200 sieve as mineral filler.

331-2.2.3 Screenings: Do not use any screenings in the combination of aggregates containing more than 15% of material passing the No. 200 sieve. When two screenings are blended to produce, the screening component of the aggregate one of such screenings may contain up to 18% of material passing the No. 200 sieve, as long as the combination of the two does not contain over 15% material passing the No. 200 sieve. Screenings may be washed to meet these requirements.

331-2.2.4 Use of Reclaimed Asphalt Pavement (RAP): Subject to certain

requirements, Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture RAP may be used as a component material of the bituminous mixture subject to the following:

1. Assume responsibility for the design of asphalt mixes which incorporate RAP as a component part.
2. Do not allow RAP to exceed 60% by weight of total aggregates for Asphalt Base Courses nor more than 50% by weight of total aggregates for Structural and Leveling Courses. Do not use RAP in Friction Courses.
3. Mount a grizzly or grid with openings of a sufficient size to prevent clogging of the cold feed over the RAP cold bin. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture. If oversized RAP material appears in the completed recycled mix, cease plant operations and take appropriate corrective action.
4. Ensure that the RAP material as stockpiled is reasonably uniform in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
5. Ensure that the RAP has a minimum average asphalt content of 4% by weight of total mix.

The Department reserves the right to sample the stockpile in order that this requirement is met. When material milled from the project is used as a component of the asphalt mixture and a Composition of Existing Pavement is known, use the following procedures for obtaining representative samples for the mix design:

1. Cut ten 6 inch cores in area(s) approved by the Engineer. Fill the core holes immediately prior to opening to traffic.
2. Representative samples may also be obtained by milling the existing pavement to the full depth shown on the plans for pavement removal for a length of approximately 200 feet. Immediately replace the pavement removed with the specified mix in the Contract.
3. Submit a request in writing to the Engineer for any variance from the above outlined methods of obtaining samples for mix designs.

When the RAP to be used as a component in a mix design is stockpiled from a previous DOT project and the Composition of Existing Pavement is known, design the mix and submit to the Department for verification.

When the composition of stockpiled RAP to be used as a component in a mix design is not known, design the mix as follows:

1. Submit a bag of RAP, composed of samples from several locations in the stockpile(s), to the Department at least four weeks prior to the planned start of mix design. The Engineer will run viscosities on the reclaimed asphalt pavement and furnish the information to the Contractor.

2. Run a minimum of six extraction gradation analyses of the RAP. Take the samples at random locations around the stockpile(s).
3. Request the Engineer to make a visual inspection of the stockpile(s) of RAP. Based on visual inspection, the Engineer will determine the suitability of the stockpiled materials.
4. When the proposed mix design is submitted to the Department for verification, submit the data from the extraction gradation analyses required above.

331-2.2.5 Binder for Mixes with RAP: Use a PG 67-22 where RAP is less than 20% by weight of total aggregate; use a PG 64-22 where RAP is 20% or greater but less than 30% by weight of total aggregate; use appropriate recycle agent where RAP is 30% or greater.

The Engineer reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to request reasonable changes during the production based on the requirements of 331-4.4.4.

331-2.2.6 Use of Recycled Crushed Glass: Recycled crushed glass maybe used as a component of the bituminous mixture subject to the following:

1. Consider the recycled crushed glass a local material and meet all requirements specified in 902-6.
2. The percentage of recycled crushed glass in any bituminous mixture does not exceed 15% of the total aggregate weight.
3. The asphalt binder used with mixtures containing recycled crushed glass contains 0.5% anti-stripping agent from an approved source. The addition of the specified amount of anti-stripping agent must be certified by the supplier.
4. Test bituminous mixtures containing recycled crushed glass in accordance with AASHTO T-283 as part of the mix design approval. The minimum tensile strength ratio must not be less than 80%. An increase in the amount of anti-stripping agent maybe necessary in order to meet this requirement.
5. Recycled crushed glass must not be used in friction course mixtures nor in structural course mixtures which are to be used as the final wearing course.

331-3 Permissible Variation for the Coarse Aggregate.

Size and uniformly grade or combine the aggregate or aggregates shipped to the job in such proportions that the resulting mixture meets the grading requirements of the mix design.

331-4 General Composition of Mixture.

331-4.1 General: Use a bituminous mixture composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and bituminous material. Ensure that not more than 20% by weight of the total aggregate used is silica sand or local materials as defined in Section 902. Consider the silica sand and local materials contained in any RAP material, if used in the mix, in this limitation. Size, grade and combine the several aggregate fractions in such proportions that the resulting mixture meets the grading and physical properties of the verified mix design.

RAP meeting the requirements of 331-2.2.4 may be approved as a substitution for a portion of the combination of aggregates, subject to all applicable specification requirements being met.

331-4.2 Grading Requirements: In all cases, use a mix design within the design ranges specified in Table 331-1.

331-4.3 Mix Design:

331-4.3.1 General: Prior to the production of any asphalt paving mixture, submit a mix design and representative samples of all component materials to the Department at least two weeks before the scheduled start of production. The Engineer will verify the mix design before use. Send a copy of the proposed mix design to the Engineer at the same time. (Open-graded mixes will be designed by the Engineer). Furnish the following information:

1. The specific project on which the mixture will be used.
2. The source and description of the materials to be used.
3. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use.
4. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly No. 200) should be accounted for and identified for the applicable sieves.
5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%. For structural mixes (S-1, S-11 and S-111) establish the optimum asphalt content at a level corresponding to minimum of 4.5% air voids. For FC-3 mixes, establish optimum asphalt content at a level corresponding to a minimum of 5.0% air voids.
6. A single temperature at which the mixture is intended to be discharged from the plant.
7. The laboratory density of the asphalt mixture for all mixes except Open-Graded Friction Courses.
8. Evidence that the completed mixture will meet all specified physical requirements.
9. The name of the individual responsible for the Quality Control of the mixture during production

331-4.3.2 Revision of Mix Design: Submit all requests for revisions to approved mix designs, along with supporting documentation, in writing to the Engineer. In order to expedite the revision process, a verbal revision request or discussion of the possibility of a revision request maybe made, but must be followed up with a written request. The verified mix design will remain in effect until a change is authorized by the Engineer. In no case will the effective date of the revision be established earlier than the date of the first communication with the Engineer regarding the revision. Provide a new mix design for any change in source of aggregate.

331-4.3.3 Resistance to Plastic Flow: Include with the submitted mix design test data showing that the material as produced will meet the requirements specified in Table 331-2 when tested in accordance with FM 1-T 245. Further, determine the bulk specific gravity of the laboratory compacted bituminous mixture in accordance with FM 1-T 166.

Determine the percent of unfilled voids and the percent of aggregate voids filled with asphalt using the maximum specific gravity of the bituminous mixture and on the asphalt

content of each group of specimens prepared from the same sample. Determine maximum specific gravity of the bituminous mixture by FM 1-T 209.

331-4.3.4 Revocation of Mix Design: The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer will no longer allow the use of the mix design.

331-4.4 Contractor's Quality Control:

331-4.4.1 Personnel: In accordance with the requirements of 331-8 provide the necessary quality control personnel. Ensure that the Quality Control Technician is certified by the CTQP process and possesses a valid certificate of qualification. When it becomes evident to the Department that the Quality Control Technician cannot perform as required by the position, the Department will revoke the certification and require replacement with a certified technician.

331-4.4.2 Extraction Gradation Analysis: Sample the bituminous mixture at the plant in accordance with FM 1-T 168. Determine the percent bitumen content of the mixture in accordance with FM 5-563, and determine the percent passing the standard sieves in accordance with FM 1-T 030. In the event the calibration factor for the mix exceeds 0.50%, conduct the extraction and gradation analysis in accordance with FM 5-544 and FM 5-545, respectively. Show all test results to the nearest 0.01. Carry all calculations to the nearest 0.001 and rounded to the nearest 0.01, in accordance with the Department's rules of rounding.

Run a minimum of one extraction gradation analysis of the mixture for each day's or part of a day's production and immediately following any change in the production process. Take the quality control sample of mixture for the extraction gradation analysis each day as soon as the plant operations have stabilized. Obtain the results in a timely manner (no later than the end of the day) so that adjustments can be made if necessary.

On initial use of a Type S or FC-3 mix design at a particular plant, as a minimum, run an additional extraction gradation analysis if more than 500 tons of mixture are produced on the first day of production. Extraction gradation analysis will not be required on the days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons. Use the target gradation and asphalt content as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 331-4.3.2.

If the percentage of bitumen deviates from the optimum asphalt content by more than 0.55% or the percentage passing any sieve falls outside the limits shown in Table 331-3, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt content by more than 0.55% or exceeds the limits as shown in Table 331-3 for any sieve, stop the plant operations until the problem has been corrected. In addition, if the results of two consecutive tests show an amount greater than 99.0% passing the 1/2 inch sieve for Type S-I, an amount greater than 99.0% passing the 3/4 inch sieve for Type S-II, or an amount greater than 99.0% passing the 3/8 inch sieve for FC-3, stop the plant operation until the problem has been corrected.

Maintain control charts showing the results of the extraction gradation analysis (bitumen content and sieve analysis).

Table 331-3 Tolerances for Quality Control Tests (Extraction Gradation Analysis)	
Sieve Size	Percent Passing
1 inch	7
3/4 inch	7
1/2 inch	7
3/8 inch	7
No. 4	7
No. 10	5.5
No. 40	4.5
No. 80	3
No. 200	2

331-4.4.3 Plant Calibration: At or before the start of mix production, perform a wash gradation on a set of hot bin samples for batch or continuous mix plants or belt cut for drum mix plants to verify calibration of the plant. When approved by the Engineer, extraction gradation analysis of the mix may be used to verify calibration of the plant. This extraction gradation analysis may also be used to fulfill the quality control requirements for the first day's production.

331-4.4.4 Viscosity of Asphalt in Mixes Containing RAP: When RAP is a component material, the viscosity of the asphalt material in the bituminous mixture, determined by the Engineer in accordance with ASTM D 2171, shall be $6,000 \pm 2000$ poises. This determination will be made on samples obtained by the Department on a random basis at a frequency of approximately one per 2,000 tons of mix.

If the viscosity determined by the Contractor is out of the specified range, adjust the binder formulation or blend of RAP in the mix to bring the viscosity within tolerance.

331-5.1 Acceptance of the Mixture:

The Department will approve all materials for acceptance through the Department's Acceptance Procedures specified herein. The Engineer is responsible for determining the acceptability of the construction and materials incorporated therein. The Contractor is responsible for the quality of construction and materials incorporated therein. The Contractor shall maintain effective quality control until final project acceptance. Accomplish all quality control sampling and testing on a random basis in accordance with the approved Quality Control Plan. The Department will perform all necessary sampling and testing for acceptance purposes on a random basis as specified herein, in addition to monitoring and observing the Contractor's quality control test procedures and results.

A LOT is defined as an isolated quantity of a specified material produced from a single source or operation, or it is a measured amount of specified construction produced by the same process. In order to change the process, thereby necessitating the termination of the current LOT

and starting a new LOT, submit a written request, with justification, to the Engineer for approval. Obtain the Engineer's approval prior to making the process change.

Perform all quality control sampling and testing of materials in strict conformance with the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual. The Department will perform all acceptance sampling and testing of materials in strict conformance with the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual. This manual, developed and distributed by the FDOT Materials Office, contains the detailed sampling and testing procedures from AASHTO and ASTM as modified by the Department.

331-5.1.1 Payment Based on Acceptance Results: The Department will adjust the payment for each LOT of material, product, item of construction or completed construction based on acceptance test results in accordance with the requirements specified hereinafter in the applicable Sections.

331-5.1.2 Resampling of LOTs: The Department requires that LOTs of materials, products, items of construction or completed construction meet the requirements of these Specifications at the time of submission. The Department will not take check samples for acceptance purposes.

331-5.3 Defective Materials:

331-5.3.1 Acceptance or Rejection: Following the application of the appropriate acceptance plan, the Engineer will make the final decision as to the acceptance, rejection or acceptance at an adjusted payment of the LOTs.

331-5.3.2 Disposition of LOTs: For nonconforming LOTs of materials, products, items of construction or complete construction that are not adaptable to correction by reworking, either remove and replace the nonconforming work, or accept no payment or an adjusted payment as stated in these Specifications, or, if not stated, as directed by the Engineer.

331-5.4 General Basis of Adjusted Payment for Deficiencies: When the Engineer determines that a deficiency exists, the Engineer will apply the applicable payment factor as shown in these Specifications to the entire LOT. When the Engineer determines that multiple deficiencies exist, the Engineer will apply an adjustment to the LOT of material that is identified by each deficiency. The Engineer will apply the adjustment for each deficiency separately as it occurs. The Engineer will not allow an adjustment to be affected by any other adjustment occurring for the same LOT. As an exception to the foregoing requirements, when there are two or more deficiencies in the gradation acceptance tests (% pass No. 4 sieve, % pass No. 10 sieve, % pass No. 40 sieve, % pass No. 200 sieve) the Engineer will only apply the greater adjustment. The Engineer will express all reductions in payment in terms of equivalent pay items at no pay. When the item is measured by the ton, the Engineer will convert the LOT in the field, which is measured in feet, to equivalent tons and by using the average calculated spread for that LOT. When the pay item is measured by the square yard, the Engineer will convert the LOT at the production point, which is measured in tons, to equivalent square yards at the design thickness and by using the laboratory density as a conversion factor.

331-6 Acceptance of the Mixture at the Plant:

331-6.1 General: The Engineer will accept the bituminous mixture at the plant, with respect to gradation and asphalt content, on a LOT to LOT basis. The material will be tested for

acceptance in accordance with the provisions of 331-5 and the following requirements. However, the Engineer will reject any load or loads of mixture which are unacceptable for reason of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature for use in the work.

For initial use of a Type S or FC-3 mix design with a Florida limestone source north of the 28th parallel at a particular plant, limit the first day's production to a maximum of 300 tons. Resume production upon notification of acceptable Marshall properties.

Each LOT will be defined (as selected by the Contractor prior to the start of the LOT) as either (1) 2,000 tons, with each LOT subdivided into four equal sublots of 500 tons each, or (2) 4,000 tons, with each LOT subdivided into four equal sublots of 1,000 tons each. As an exception to this, the initial LOT of all new mix designs shall be defined as 2,000 tons, subdivided into four equal sublots of 500 tons each. Before the beginning of a LOT, the Engineer will develop a random sampling plan for each sublot and direct the Contractor on sample points based on tonnage, for each sublot during construction.

A partial LOT may occur due to the following:

- (1) The completion of a given mix type or mix design on a project.
- (2) An approved LOT termination by the Engineer due to a change in process, extended delay in production, or change in mix design.
- (3) LOTs will be closed 30 calendar days after the start of the LOT. Time periods other than 30 calendar days may be used if agreed to by both the Engineer and the Contractor, but under no circumstances shall the LOT be left open longer than 60 days. On multiple project contacts, the LOT(s) of the asphalt plant will carry over from project to project.

331-6.2 Acceptance Procedures: Control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and the percent passing the No. 4, No. 10, No. 40 and No. 200 sieves will meet the approved job mix formula within the tolerance shown in Table 331-6.

Table 331-4 Tolerances for Acceptance Tests	
Characteristic	Tolerance*
Asphalt Content (Extraction)	±0.55%
Passing No. 4 sieve	±7.00%
Passing No. 10 sieve	±5.50%
Passing No. 40 sieve**	±4.50%
Passing No. 200 sieve	±2.00%
*Tolerances for sample size of n=1. See Table 331-7 for other sample sizes n=2 through n=6.	
**Applies only to FC-3.	

Acceptance of the mixture will be on the basis of test results on consecutive random samples from each subplot. One random sample will be taken from each subplot. The bituminous mixture will be sampled and tested at the plant as specified in 331-4.4.2. Complete all QC testing within one working day from the time the samples were obtained.

Calculations for the acceptance test results for bitumen content and gradation (percentages passing No. 4, No. 10, No. 40 and No. 200 sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the nearest 0.001 and rounded to the nearest 0.01 in accordance with the Department's rules of rounding.

334-6.2.1 Verification Testing: In order to determine the validity of the Contractor's QC test results prior to their use in the Acceptance decision, the Engineer will run verification tests.

334-6.2.2 Plant Testing: At the completion of each LOT, the Engineer may test a minimum of one Verification split sample randomly selected from the LOT. Results of the testing and analysis for the LOT will be made available to the Contractor within one working day from the time the LOT is completed. Verification samples shall be reheated at the target roadway compaction temperature for 1-1/2 hours, plus or minus 5 minutes, reduced to the appropriate testing size, and conditioned and tested. In lieu of the 1-1/2 hours reheating procedure, the mixture may be reheated to within plus or minus 20°F of the roadway compaction temperature using a microwave oven. Stir the mixture as necessary during the reheating process to maintain temperature uniformity. Subsequently, condition and test the mixture.

If all of the specified mix characteristics compare favorably, then the LOT will be accepted, with payment based on the Contractor's QC test data for the LOT. If any of the results do not compare favorably, then the Resolution samples from the LOT will be sent to an Independent laboratory for testing.

331-6.2.3 Plant Samples: In the event of an unfavorable comparison between the Contractor's QC test results and the Engineer's Verification test results on any of the properties, the Independent laboratory will test all of the split samples from the LOT for only the property (or properties) in question. Resolution samples shall be reheated at the target roadway compaction temperature for 1-1/2 hours, plus or minus 5 minutes, reduced to the appropriate testing size, and conditioned and tested. In lieu of the 1-1/2 hours reheating procedure, the mixture may be reheated to within plus or minus 20°F of the roadway compaction temperature using a microwave oven. Stir the mixture as necessary during the reheating process to maintain temperature uniformity. Subsequently, condition and test the mixture.

331-6.2.4 Independent Resolution Determination: The Resolution test results (for the property or properties in question) will be compared with the QC test results based on the between-laboratory precision. If the Resolution test results compare favorably with all of the QC results, then acceptance and payment for the LOT will be based on the QC results. If the Resolution test results do not compare favorably with all of the QC results, then acceptance and payment for the LOT will be based on the Resolution test data for the LOT. No additional time will be granted for the impacts of any such testing. In the event of an unfavorable comparison between the Resolution test results and QC test results, make the necessary adjustments to assure that future comparisons are favorable.

331-6.2.5 Basis of Payment: Price and payment will be full compensation for all the work specified under this Section (including the applicable requirements of Sections 320 and

330) for materials accepted in accordance with 331-4, 331-6, and 331-7. Based upon the quality of the material, a pay adjustment will be applied to the bid price of the material as determined on a LOT by LOT basis. The pay adjustment will be assessed by calculating a Pay Factor for the following individual quality characteristics: asphalt binder content, roadway density testing, and the percentage passing the No. 4, No. 10, No. 40 and No. 200. The pay adjustment will be computed by multiplying a Composite Pay Factor (CPF) for the LOT by the bid price per ton.

331-6.2.5.1 Partial LOTs: For Partial LOTs where no random sample is obtained due to insufficient tonnage, a CPF of 1.00 shall be applied.

331-6.2.5.2 Pay Factors: Pay Factors will be determined based on Table 331-5, using the average of the accumulated deviations from the target value (deviations are absolute values with no plus or minus signs.) The process will be considered out of control when the deviation of any individual test result from the mix design falls in the 80% pay factor for the "one test" column of Table 331-5. When this happens, the LOT will be automatically terminated and production stopped. The approval of the Engineer will be required prior to resuming production of the mix.

Acceptance of the LOT will then be determined in accordance with Table 331-5.

Table 331-5				
Acceptance Schedule of Payment (Asphalt Plant Mix Characteristics)				
Average of Accumulated Deviations of the Acceptance Tests from the Mix Design.				
Pay Factor	1-Test	2-Tests	3-Tests	4-Tests
Asphalt Cement Content (Extraction -FM 5-544 or 5-563)				
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45
0.80*	over 0.75	over 0.57	over 0.50	over 0.45
No. 4 sieve**				
1.00	0.00-7.00	0.00-5.24	0.00-4.46	0.00-4.00
0.98	7.01-8.00	5.25-5.95	4.47-5.04	4.01-4.50
0.95	8.01-9.00	5.96-6.66	5.05-5.62	4.51-5.00
0.90	9.01-10.00	6.67-7.36	5.63-6.20	5.01-5.50
0.80*	over 10.00	over 7.36	over 6.20	over 5.50
No. 10 sieve**				
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50

0.80*	over 7.50	over 6.04	over 5.39	over 5.00
No. 200 sieve**				
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90
0.80*	over 2.80	over 2.27	over 2.04	over 1.90

0.90	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00
0.80*	over 8.50	over 6.45	over 5.54	over 5.00
No. 40 sieve**				
1.00	0.00-4.50	0.00-3.91	0.00-3.65	0.00-3.50
0.98	4.51-5.50	3.92-4.62	3.66-4.23	3.51-4.00
0.95	5.51-6.50	4.63-5.33	4.24-4.81	4.01-4.50
0.90	6.51-7.50	5.34-6.04	4.82-5.39	4.51-5.00

*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contractor may accept the indicated partial pay. Otherwise, remove and replace the material at no cost to the Department on any item.

**When there are two or more reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these four gradation test results.

NOTES:

- (1) The No. 40 sieve applies to FC3.
- (2) Deviations are absolute values with no plus or minus signs.

331-6.3 Automatic Batch Plant Asphalt Cement Content: Acceptance determinations for asphalt content for mixtures produced by automatic batch plants will be determined per 334-5.1.1. Acceptance determinations for gradations (No. 4, No. 10, No. 40 and No. 200 sieves) will be based on the actual test results from extraction gradation analyses. Payment will be made based on the provisions of Table 331-5.

331-6.4 Additional Tests: The Engineer reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

331-6.4.1 Determination of Marshall and Volumetric Properties: The Contractor will determine the Marshall and Volumetric Properties of the mix at a minimum frequency of one set per LOT, to determine whether or not the produced mix is meeting the specification requirements. The Department may sample and prepare test specimens and test the mix in accordance with FM 5-511 for Marshall stability and flow, FM 1-T 209 for maximum specific gravity, and FM 1-T 166 for density. Volumetric properties will be determined for Type S and FC-3 mixes only.

331-6.4.2 Failing Marshall Properties: When the average value of the specimens fails to meet specification requirements for stability or flow, the Engineer may stop the plant operations until all specification requirements can be met or until another verified mix design has been approved. Make revisions to a mix design in accordance with 331-4.3.2. If the Lab Density of the mix during production differs from the value shown on the verified mix design by more than 2 lbs/ft³ for two consecutive tests, the Engineer will revise the target value.

331-6.4.3 Failing Volumetric Properties (Type S and FC-3 mixes only): When the Engineer determines the air void content to be less than 3.0%, or greater than 6.5%, make appropriate adjustments to the mix. When the air void content is determined to be less than 2.5% or greater than 7.0% on any one test, or less than 3.0% on two consecutive tests, cease operations

until the problem has been resolved.

331-6.4.4 Resuming Production: In the event that plant operations are stopped due to a failure to meet specification requirements, obtain the Engineer's approval before resuming production of the mix. Limit production to a maximum of 300 tons. At this time, the Marshall and volumetric properties of the mix will be verified. After the Marshall and volumetric properties are verified, full scale production of the mix may be resumed.

331-6.5.5 Disposition of In-Place Material: Any material in-place that is represented by the failing test results (low stability, high flow, or less than 2.5% air voids) will be evaluated by the Engineer to determine if removal and replacement is necessary. Remove and replace any in-place material, if required at no cost to the Department.

331-7 Acceptance of the Mixture at the Roadway

331-7.1 Density Control Nuclear Method: Determine the in-place density of each course of asphalt mix construction using the Nuclear Density Backscatter Method as specified by FM 1-T 238 (Method B). For a completed course, obtain an average in-place I.O.T density of at least 98% of the valid control strip density. Do not perform density testing on patching courses, leveling and intermediate courses less than 1 inch thick (or a specified spread rate less than 100 lb/ yd²), overbuild courses where the minimum thickness is less than 1 inch, projects less than 1,000 feet, sections with variable width, or open-graded friction courses. Compact these courses, with the exception of open- graded friction courses in accordance with 330-7.

331-7.2 Control Strips: In order to determine the density of compacted asphalt mixtures for the purpose of acceptance, first establish a control strip. Construct one or more control strips for the purpose of determining the control strip density. Construct a control strip at the beginning of asphalt construction and one thereafter for each successive course. Construct a new control strip for any change in the composition of the mix design, underlying pavement structure, compaction equipment, or procedures. The Engineer may require an additional control strip when the Engineer deems it necessary to establish a new control strip density or confirm the validity of the control strip density being used at that time. The Contractor may also request a confirmation of the control strip density. Construct the control strip as a part of a normal day's run.

Construct control strip 300 feet in length and of an adequately uniform width to maintain a consistent compactive effort throughout the section. When constructing the control strip, start it between 300 and 1,000 feet from the beginning of the paving operation. Construct a control strip of a thickness that is the same as that specified for the course of which it is part. Construct the control strip using the same mix, the same paving and rolling equipment, and the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Leave every control strip in place to become a portion of the completed roadway.

In order to determine the acceptability of the control strip, make ten nuclear density determinations at random locations within the control strip after completing the compaction of the control strip. Do not make any determinations within 12 inches of any unsupported edge. Use the average of these ten determinations for the Control Strip Density. For purposes of determining the percent of laboratory density, as required in Table 331-6, the Engineer will develop a correction factor a four nuclear density locations from 6 inches diameter cores or by direct transmission nuclear determination where applicable. Cut the cores prior to opening the roadway to traffic. The Engineer will calculate the percent of lab density to the nearest 0.01% and round it to the nearest 0.1%. Should the percent of lab density in a control strip exceeds 99.0%, notify the Engineer immediately.

In the event that a control strip does not meet the minimum density requirements specified in

Table 331-6, take appropriate corrective actions and construct a new control strip. If three consecutive control strips fail to meet specification requirements, the Engineer will limit production and placement of the mix to 800 to 1,000 feet, regardless of the thickness and width the Contractor is placing, until the Contractor obtains a passing control strip. Once the Contractor has obtained a passing control strip after a failing control strip (for the same mix layer, and project), the Department will use the passing control strip to accept all previously laid mix. In the event the Contractor does not obtain a passing control strip, and this particular mix, layer, etc., is completed on the project, the Engineer will evaluate density in accordance with FM 5-543.

Table 331-6			
Roadway Requirements for Bituminous Concrete Mixes			
Mix Type	Density	Minimum Control Strip Density* (% of Lab Density)	Surface Tolerance
S-I, S-II, S-III,	per 331-7	96	per 331-7.3
FC-3	per 331-7	96	per 331-7.3
* The minimum control strip density requirement for shoulders is 95% of lab density.			

331-7.3 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope meeting the requirements per Table 331-7.

331-7.4 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples.

331-7.5 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 1.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

331-7.5.1 QC Calibration and Comparison: Calibrate the electronic levels a minimum of once per day before paving operations begin, in accordance with manufacturer's instructions. Compare the QC level with the Verification level before paving operations begin, and at any time as directed. If the comparison between QC and Verification levels is within plus or minus 0.2%, QC level is considered to compare favorably and can be used for measurement and acceptance of cross-slopes. If the levels do not compare favorably, perform a second comparison using another calibrated electronic level (Department or Contractor) for resolution. If the resolution level compares favorably with the QC level, the QC level is considered to be verified. If the resolution level does not compare favorably with the QC level, discontinue the use of the QC electronic level and obtain another approved electronic level that meets the requirements of this specification. The Contractor assumes all risk associated with placing the pavement at the correct cross slope.

331-7.5.2 Cross Slope Measurement: Measure the cross slope of the compacted pavement surface by placing the level at the center of the lane and perpendicular to the roadway centerline. Record all measurements to the nearest 0.1% on an approved form

and submit the data to the Engineer.

331-7.5.2.1 Cross Slope Measurement Frequency:

1. Tangent Sections: Measure the cross-slope at a minimum frequency of one measurement every 100 feet per lane. When the average absolute deviation is consistently within the acceptance tolerance in Table 331-7, upon the approval of the Engineer, the cross-slope measurements maybe reduced to one measurement every 200 feet.
2. Super elevated Sections: Measure the cross slope every 100 feet per lane within the length of the full super elevation. For curves where the length of full super elevation is less than 250 feet, measure the cross slope at the beginning point, midpoint, and ending point of the fully super elevated section. For transition sections, measure the cross slope at control points identified in the Plans, or if not shown in the Plans, at a control point at the location of 0.0% cross slope.

331-7.5.2.2 Cross Slope Deviations and Corrections: Calculate the absolute deviation of each cross-slope measurement and the average of the absolute deviations of ten consecutive cross slope measurements. The absolute deviation is the positive value of a deviation. In super elevated sections, when the number of measurements is less than ten, average the absolute deviation of all measurements.

If the average absolute deviation of any cross-slope measurement falls outside the acceptance tolerance shown in Table 331-7, stop the paving operation and make adjustments until the problem is resolved to the satisfaction of the Engineer.

Address in accordance with 337-7.5, all individual cross slope deviations outside the acceptance tolerances shown in Table 331-7. Complete all corrections before placement of the final pavement surface layer. For pavement with multiple layers, the deficient areas for the structural course maybe left in place, if approved by the Engineer. For friction course layers, make corrections in accordance with 331-7.5.

Table 331-7		
Cross Slope Acceptance Tolerance		
Roadway Feature	Individual Absolute Deviation	Average Absolute Deviation
Tangent section (including turn lanes)	0.4%	0.2%
Super elevated curve	0.4%	0.2%
Shoulder	0.5%	0.5%

The limits of deficient areas requiring correction maybe verified and adjusted with more accurate measurement methods, including survey instruments, upon approval of the Engineer and at no cost to the Department.

Should the Contractor wish to have any required corrections waived, submit a request to the Engineer for approval. The Engineer may waive the corrections at no reduction in payment if the deficiencies are sufficiently separated so as not to affect the pavement's overall traffic safety, surface drainage, ride quality, or surface texture.

For intersections, tapers, crossovers, transitions at the beginning and end of the project, bridge approaches and similar areas, adjust the cross slope to match the actual site conditions or as directed by the Engineer.

In the event the distance between two edges of deficient areas is less than 100 feet, the correction work shall include the area between the deficient areas.

331-7.5.3 Verification: The Engineer will verify the Contractor's cross slope measurements by randomly taking a minimum of ten cross slope measurements per lane per mile in tangent sections, at control points in transition sections, and a minimum of three cross slope measurements in fully super elevated sections. The Engineer will measure the cross slope of the compacted pavement surface by placing the level at the center of the lane and perpendicular to the roadway centerline.

331-7.5.3.1 Cross Slope Deviations and Corrections: If the average absolute deviation or an individual cross slope deviation falls outside of the acceptance tolerance in Table 331-7, immediately make a comparison check at the QC test locations to verify the QC measurements in the section. If the comparisons are beyond the acceptable comparison tolerance in accordance with 331- 7.5.1, stop the paving operations until the issue is resolved to the satisfaction of the Engineer. Correct any cross slope not meeting the individual deviation acceptance tolerance in accordance with 331-7.7 at no cost to the Department. The Engineer reserves the right to check the pavement cross slope at any time by taking cross slope measurements at any location.

331-7.6 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification.

331-7.6.1 General: Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

331-7.6.2 Test Method: Perform all straightedge testing in accordance with FM 5- 509 in the outside wheel path of each lane. The Engineer may require additional testing at other locations within the lane.

331-1.6.3 Traffic Control: Provide traffic control in accordance with Section 102 and the Design Standards, Index Nos. 607 or 619 during all testing. When traffic control cannot be provided in accordance with Index Nos. 607 or 619, submit an alternative Traffic Control Plan as specified in 102-4. Include the cost of this traffic control in the Contract bid prices for the asphalt items.

331-7.6.4 Process Control Testing: Assume full responsibility for controlling all paving operations and processes such that the requirements of these Specifications are met at all times.

331-7.6.5 QC Testing:

331-7.6.5.1 General: Straightedge the final Type S structural layer and friction course layer in accordance with 331-7.6.2, with the exception that if the method of acceptance is by laser profiler, then straight edging of the friction course layer is not required unless otherwise stated in the Specifications. If the project's method of acceptance is by laser profiler, areas not suitable for testing with the laser profiler will be tested and accepted by straight edging. Test all pavement lanes and ramps where the width is constant and document all deficiencies in excess of 3/16 inch on a form approved by the Engineer.

331-7.6.5.2 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use

paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectionable surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 331-7.7.

The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor, as determined by the Engineer. In addition, the Engineer may also waive the straight edging requirements on ramps and super elevated sections where the geometrical orientation of the pavement results in an inaccurate measurement with the rolling straightedge.

331-7.6.5.3 Intermediate Layers and Temporary Pavement: When the design speed is 55 mph or greater and the intermediate Type S layer or temporary pavement is to be opened to traffic, if the Engineer identifies an objectionable surface irregularity, straightedge and address all deficiencies in excess of 3/8 inch within 72 hours of placement in accordance with 331-7.7.

331-7.6.5.4 Final Type S Structural Layer: Straightedge the final Type S structural layer in accordance with 331-7.6.2, either behind the final roller of the paving train or as a separate operation. Notify the Engineer of the location and time of straightedge testing a minimum of 48 hours before beginning testing. The Engineer will verify the straightedge testing by observing the QC straight edging operations. Address all deficiencies in excess of 3/16 inch in accordance with 331-7.7.

When the final structural course is to be opened to traffic and the design speed is 55 mph or greater, if any defect is 3/8 inch or greater, the Engineer may require deficiencies to be corrected within 72 hours after opening to traffic.

331-7.6.5.5 Friction Course Layer: Where required per 331-7.6.5.1, and in areas noted in 331- 7.6.6.2 as not suitable for testing with the Laser Profiler, straightedge the friction course layer in accordance with 331-7.6.2, either behind the final roller of the paving train or as a separate operation upon completion of all paving operations. Notify the Engineer of the location and time of straightedge testing a minimum of 48 hours before beginning testing.

The Engineer will verify the straightedge testing by observing the QC straight edging operations. Address all deficiencies in excess of 3/16 inch in accordance with 331-7.7.

331-7.6.6 Acceptance:

331-7.6.6.1 Straightedge Acceptance: For areas of roadways where the design speed is less than 55 miles per hour, and for areas of roadways where the design speed is greater than or equal to 55 miles per hour which are noted in 331-7.6.6.2 as not suitable for testing with the Laser Profiler, acceptance for pavement smoothness of the friction course will be based on verified QC measurements using the straightedge as required by 331- 7.6.5. The Engineer will verify the straightedge testing by observing the QC straight edging operations.

331-7.6.6.2 Laser Acceptance: For areas of high speed roadways where the design speed is equal to or greater than 55 miles per hour, acceptance testing for pavement smoothness of the friction course (for mainline traffic lanes only) may be based on the Laser Profiler. Ramps, acceleration and deceleration lanes, and other areas not suitable for testing with the Laser Profiler will be tested and accepted with the straightedge in accordance with 331-

7.6.5.5 and 331-7.6.6.1.

331-7.7 Unacceptable Pavement:

331-7.7.1 Corrections: Address all areas of unacceptable pavement at no cost to the Department. Retest all corrected areas and assure the requirements of these Specifications are met.

331-7.7.1.1 Structural Layers: Correct all deficiencies, as defined in the Specifications, in the Type S structural layers by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane.

As an option, for high straightedge deficiencies only, mill the pavement surface the full lane width to a depth and length adequate to remove the deficiency. This option only applies if the structural layer is not the final surface layer.

331-7.7.1.2 Friction Course: Correct deficiencies in the friction course or final surface layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane. As an exception, the Engineer may allow the Contractor to leave these areas in place if it is determined by the Engineer that the deficiency is not a significant detriment to the pavement quality. A reduction to the pay item quantity will be made in accordance with 331-7.7.2.

331-7.7.2 Reduction in Pay Item Quantity: When the Engineer elects to waive corrections, the Department will reduce the pay quantity for the pay item in question by the amount of material the Contractor would have removed and replaced had the correction been made. When the Pay Quantity is in tons, the Department will base the reduction on the volume of material the Contractor would have removed (the length by the lane width by layer thickness) multiplied by the maximum specific gravity of the mix as determined through the following equation:

$$\text{Quantity(tons)} = L \times W \times t \times G_{mm} \times 0.0024$$

Where:

L = Lane length (ft.)

W = Lane width (ft.)

t = Layer thickness (in.)

G_{mm} = Maximum specific gravity from verified mix design

For FC-3 friction course, the Department will base the reduction on the area the Contractor would have removed (the length by lane width) multiplied by a spread rate of 80 pounds per square yard as determined through the following equation:

$$\text{Quantity(tons)} = L \times W \times 0.0044$$

Where:

L = Lane length (ft.)

W = Lane width (ft.)

331-7 Protection of Finished Surface.

Keep sections of newly compacted asphalt concrete, which are to be covered by additional courses, clean until the successive course is laid. Do not dump embankment or base material directly on the pavement. Dress shoulders before placing the final lift on adjacent pavement. Equip blade graders operating adjacent to the pavement during shoulder construction with a 2 inch by 8 inch or larger board, or other attachment providing essentially the same results, attached to their blades so it extends below the blade edge and protects the pavement

surface from damage by the grader blade. To prevent rutting or other distortion, protect sections of newly finished dense-graded friction course and the last structural layer from traffic until the surface temperature has cooled below 160°F. The Contractor may use artificial methods to cool the pavement to expedite paving operations. The Department may direct the Contractor to use artificial cooling methods when maintenance of traffic requires opening the pavement to traffic at the earliest possible time.

331-8 Contractor Quality Control System

331-8.1 Quality Control Description: The asphalt concrete supplier shall comply with Section 105 and maintain an approved Quality Control Program, as an alternate, the supplier shall submit a Quality Control Plan per these requirements. These Specifications establish minimum requirements and activities for a Contractor quality control system. These requirements pertain to the inspections and tests necessary to substantiate material and product conformance to Contract requirements and to all inspections and tests required by the Contract.

331-8.2 Functions and Responsibilities:

1. The Department. The Department will verify the Contractor's design mixes, inspect plants and monitor control of the operations to ensure conformance with these Specifications. At no time will the Engineer issue instructions to the Contractor or producer as to the setting of dials, gauges, scales and meters. However, the Department's representatives may question and warn the Contractor against the continuance of any operations or sequence of operations that obviously do not result in satisfactory compliance with the requirements of these Specifications.
2. The Contractor. Submit in writing the proposed Quality Control Plan for each asphalt plant for the Engineer's approval. Maintain the approved Quality Control Plan in effect for the plant to which it is assigned until the Engineer rejects it in writing. Include in the plan the sampling, testing, inspection and the anticipated frequencies of each to maintain process control.

331-8.3 Recommendations for a Contractor Quality Control Plan.

331-8.3.1 All Types of Plants:

1. Stockpiles
 - a. Place materials in the correct stockpile.
 - b. Use good stockpiling techniques.
 - c. Inspect stockpiles for separation, contamination, segregation, etc.
2. Incoming Aggregate
 - a. Obtain gradations and bulk specific gravity (BSG) values from the aggregate supplier.
 - b. Determine gradation of all component materials.
 - c. Compare gradations and BSG to mix design.
3. Cold Bins
 - a. Calibrate the cold gate/feeder belt settings.
 - b. Observe operation of cold feed for uniformity.
4. Dryer
 - a. Observe pyrometer for aggregate temperature control.
 - b. Observe efficiency of the burner.

5. Hot Bins
 - a. Determine gradation of aggregates in each bin.
 - b. Determine theoretical combined grading.
6. Bituminous Mixture
 - a. Determine asphalt content.
 - b. Determine mix gradation.
 - c. Check mix temperature.
 - d. Verify modifier addition.

331-8.3.2 Batch Plants:

1. For batch weights, determine percent used and weight to be pulled from each bin to ensure compliance with the mix design.
2. Check mixing time.
3. Check operations of weigh bucket and scale

331-8.3.3 Continuous Mix Plant:

1. Determine gate calibration chart for each bin.
2. Determine gate settings for each bin to ensure compliance with the mix design.
3. Determine gallons [cubic meters] per revolution or gallons [cubic meters] per minute to ensure compliance with the mix design.

331-8.3.4 Drum Mixer Plant:

1. Calibrate the cold feed and prepare a calibration chart for each cold gate.
2. Develop information for the synchronization of the aggregate feed, reclaimed asphalt pavement (RAP) feed and the bituminous material feed.
3. Calibrate the weigh bridge on the changing conveyor.

The activities shown in Table 331-4 are the normal activities necessary to control the production of bituminous concrete at an acceptable quality level. The Department recognizes, however, that depending on the type of process or materials, some of the activities listed may not be necessary and, in other cases, additional activities may be required. The frequency of these activities will also vary with the process and the materials. When the process varies from the defined process average and variability targets, increase the frequency of these activities until the proper conditions are restored. Take one sample and test for every 1,000 tons [900 metric tons] of incoming aggregate (including RAP) as it is stockpiled. Test RAP material for extracted gradation and asphalt content.

Plot and keep up-to-date control charts for all quality control sampling and testing.

Provide control charts for the following:

- a. gradation of incoming aggregates
- b. gradation and asphalt content of RAP
- c. combined gradations of hot bins
- d. extracted asphalt content
- e. mix gradation
- f. gradation of cold feed (drum mixers)

Post all current control charts in the asphalt lab where they can be seen. Submit design mixes to the Engineer for verification prior to their use. Provide process control of all materials during handling, blending, mixing and placing operations.

331-8.4 General Requirements: Furnish and maintain a quality control system that provides reasonable assurance that all materials and products submitted to the Engineer for acceptance meet the Contract requirements. Perform, or have performed, the inspection and tests required to substantiate product conformance to Contract requirements, and also perform, or have performed, all inspections and tests otherwise required by the Contract. Keep a quality control technician, who has been certified by the Department as a Qualified Asphalt Plant Technician (Plant Level II), available at the asphalt plant at all times when producing asphalt mix for the Department. Place a person in responsible charge of the paving operations who is qualified by the Department as a Qualified Asphalt Paving Technician (Paving Level II). Document the quality control procedures, inspection and tests, and make that information available for review by the Engineer throughout the life of the Contract.

331-8.5 Documentation: Maintain adequate records of all inspections and tests. Record the nature and number of tests made, the number and type of deficiencies found, the quantities approved and rejected, and the nature of corrective action taken, as appropriate. The Department may review and approve all documentation procedures prior to the start of the work. The Department will take ownership of all charts and records documenting the Contractor's quality control tests and inspections upon completion of the work.

331-8.6 Charts and Forms: Record all conforming and nonconforming inspections and test results on approved forms and charts, and keep them up to date and complete and make them available at all times to the Engineer during the performance of the work. Prepare charts of test properties for the various materials and mixtures on forms that are in accordance with the applicable requirements of the Department. The Engineer will furnish a copy of each applicable chart and form. Provide a supply of the charts and forms from the copy furnished. Obtain the Engineer's approval of non-standard forms and charts prior to using them.

331-8.7 Corrective Actions: Take prompt action to correct any errors, equipment malfunctions, process changes or other problems that result or could result in the submission of materials, products or completed construction that do not meet the requirements of these Specifications. When it becomes evident to the Department that the Contractor is not controlling his process and is making no effort to take corrective actions, the Department will require the Contractor to cease plant operations until such time as the Contractor can demonstrate that he can and is willing to control the process.

331-8.8 Laboratories with Measuring and Testing Equipment: Furnish a fully equipped asphalt laboratory (permanent or portable) at the production site, and meeting the following requirements:

1. Area – Provide an effective working area for the laboratory that is a minimum of 180 square feet. This area does not include the space for desks, chairs and file cabinets.
2. Lighting -- Provide lighting in the lab adequate to illuminate all areas of work.
3. Temperature Control – Equip the lab with heating and air conditioning units that provide a satisfactory working environment.
4. Ventilation – Equip the lab with fume hoods and exhaust fans that will remove all hazardous fumes from within the laboratory in accordance with OSHA requirements.
5. Equipment and Supplies – Furnish the lab with the necessary sampling and testing equipment, and supplies, for performing Contractor quality control and Department

acceptance sampling and testing. A detailed list of equipment and supplies required for each test is included in the Field Sampling and Testing Manual.

When running plants at a high production rate, furnish additional testing equipment as necessary to allow the completion of the Contractor's quality control tests and the Department's Acceptance tests within the specified time frame.

331-8.9 Sampling and Testing: Use the sampling and testing methods and procedures that the Department provides to determine quality conformance of the materials and products. The Department will use these same methods and procedures for its acceptance tests. Include the sampling for other material characteristics on a random basis and the plotting of the test results on control charts in the Quality Control Plan.

331-8.9.1 Alternative Procedures: The Contractor may use alternative sampling methods, procedures and inspection equipment when such procedures and equipment provide, as a minimum, the quality assurance required by the Contract Documents. Prior to applying such alternative procedures, describe them in a written proposal and demonstrate for the Engineer's approval that their effectiveness is equal to or better than the Contract requirements. In case of dispute as to whether certain proposed procedures provide equal assurance, use the procedures stipulated by the Contract Documents.

331-8.10 Nonconforming Materials: Establish and maintain an effective and positive system for controlling nonconforming materials, including procedures for identification, isolation and disposition. Reclaim or rework nonconforming materials in accordance with procedures acceptable to the Engineer. Discuss the details of this system at the preconstruction conference, and make these details a part of the record of the conference.

331-8.11 Department Inspection at Subcontractor or Supplier Facilities: The Department reserves the right to inspect materials not manufactured within the Contractor's facility.

The Department's inspection does not constitute acceptance and does not, in any way, replace the Contractor's inspection or otherwise relieve the Contractor of his responsibility to furnish an acceptable material or product. When the Department inspects the subcontractor's or supplier's product, such inspection does not replace the Contractor's responsibility to inspect such subcontractor's or supplier's product.

SECTION 331-9 ASPHALT CONCRETE FRICTION COURSE (LCDOT REV 12/06/2017)

331-9 Description. Construct an asphalt concrete friction course. This Section specifies mixes designated as Friction Course 3(FC-3).

331-9.1 Materials.

331-9.1.1 General Requirements: Meet the plant and equipment requirements of Section 320, as modified herein. Meet the general construction requirements of Section 330, as modified herein. The Engineer will base continuing approval of material sources on field performance.

331-9.1.2 Coarse Aggregate: Meet the requirements of Section 901, and any additional requirements or modifications specified herein for the various mixtures.

331-9.1.3 Fine Aggregate: Meet the requirements of Section 902, and any additional requirements or modifications specified herein for the various mixtures.

331-9.2 General Composition of Mixes.

331-9.2.1 General: Use a bituminous mixture composed of aggregate (coarse, fine, or a mixture thereof). Size, uniformly grade and combine the aggregate fractions in such proportions that the resulting mix meets the requirements of this Section. The use of RAP material will not be permitted.

331-9.3 Specific Component Requirements for FC-3 Mix:

331-9.3.1 Aggregates: In addition to the requirements of Section 901, meet the following coarse aggregate requirements. Use either crushed gravel, crushed granite, crushed slag, or crushed limestone from the Oolitic formation. Aggregates other than those listed above may be used if approved by the Engineer.

In addition to the requirements of Section 902, meet the following fine aggregate requirements. Use crushed screenings or a combination of crushed screenings and local materials. Use crushed screenings composed of hard, durable particles resulting from crushing or processing the coarse aggregate as specified above. Screenings from other approved sources may be used provided that the total of these screenings along with silica sand or local materials does not exceed 40%. Ensure that not more than 20% by weight of the total aggregate used is silica sand or local materials defined in Section 902.

331-9.3.2 FC-3: Provide a mix design conforming to the requirements of 331-4.3. Submit data showing that the mix design meets the requirements of Table 331-2. Then, for production, substitute the asphalt binder at the optimum conventional binder content and show it as the optimum binder content on the verified mix design.

331-9.4 Contractor's Quality Control. Provide the necessary quality control of the friction course mix and construction in accordance with the applicable provisions of Section 330 and 331-4.4 for FC-3. After the mix design has been approved, furnish the material to meet the approved mix design in accordance with the provisions of 331-4.4.2 and Table 331-3 for FC-3. Calibrate the plant in accordance with 331-4.4.3 and Table 331-3.

The Engineer will monitor the spread rate periodically to ensure uniform thickness. Provide quality control procedures for daily monitoring and control of spread rate variability. If the spread rate varies by more than 5% of the spread rate, immediately make all corrections necessary to bring the spread rate into the acceptable range.

331-9.5 Acceptance of Mix.

331-9.5.1 Acceptance at the Plant: The bituminous mix will be accepted at the plant with respect to gradation and asphalt content in accordance with the applicable requirements of 331-5 for FC-3, with the exception that the asphalt content of the mixture will be determined in accordance with FM 5-563, and the gradation will be determined in accordance with FM 1-T 030.

331-9.5.2 Acceptance on the Roadway: The FC-3 mix will be accepted on the roadway with respect to density in accordance with the applicable provisions of 331. The FC-3 mixture will be accepted on the roadway with respect to surface tolerance in accordance with the applicable provisions of 330-4.

331-9.6 Temperature Requirements for FC-3:

331-9.6.1 Air Temperature at Laydown: Spread the mixture only when the air temperature, taken in the shade away from artificial heat, is at or above 45°F.

331-9.6.2 Temperature of the Mixture: Heat and combine the asphalt binder and aggregate in a manner which will produce a mixture having a temperature, when discharged from the plant, of 310°F, or as directed by the Engineer. Meet the temperature tolerance

requirements specified in Table 330-2.

331-9.7 Spread Rate for FC-3: The Engineer will set the spread rate within the range of 100-110 lb/yd².

331-9.8 Method of Measurement.

The quantity to be paid for will be the weight, in tons [metric tons], as determined in accordance with 320-2 (including provisions for the automatic recordation system). The pay quantity will be based on the average spread rate for the project, limited to a maximum of 105% of the spread rate set by the Engineer.

331-9.9 Basis of Payment.

Price and payment will be full compensation for all the work specified under this Section, including the cost of the (asphalt cement, anti-stripping agent, blending, and handling), as well as fiber stabilizing additive and hydrated lime (if required). Payment will be made under: Item No. 337-7 – Asphaltic Concrete Friction Course per-ton.

SECTION 570 - PERFORMANCE TURF

Section 570: Delete Section 570 in its entirety and substitute the following:

SECTION 570 - SODDING OF DISTURBED AREAS

570-1 Description.

Establish a growing, healthy turf over the disturbed areas designated by the Engineer using sod. Maintain all sodded areas until final acceptance of all contract work in accordance with Section 5-11.

570-2 Materials.

Meet the following requirements:

Turf Materials.....Section 981

Fertilizer.....Section 982

Water.....Section 983

570-3 Construction Methods.

570-3.1 General: Incorporate sod installation into the project at the earliest practical time.

Shape the areas to be sodded to the typical sections generally existing prior to overlay work. Sod variety matching the adjoining areas shall be used unless otherwise directed by the Engineer. Use the methods and materials necessary to establish and maintain the initial sodding until acceptance of the Contract work in accordance with 5-11. All permanent sodding shall be in place prior to final acceptance.

The Department will only pay for replanting as necessary due to factors determined by the Engineer to be beyond the control of the Contractor.

570-3.2 Sod. Place the sod on the prepared surface, with edges in close contact. Do not use sod which has been cut for more than 48 hours.

Place the sod to the edge of all landscape areas as shown in the Plans and as shown in the Design Standards.

Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.

Remove and replace any sod as directed by the Engineer.

570-8 Method of Measurement.

The quantities to be paid for will be the authorized quantity in square yards of areas sodded for each sod variety. Any areas sodded without the express authorization of the Engineer will not be considered for payment. Quantities will be measured in place after sodding is completed and accepted.

570-9 Basis of Payment.

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

Payment will be made under:

Item No. 570- 9- 1 Sodding, Bahia – per square yard

Item No. 570- 9- 2 Sodding, Floratam – per square yard

SECTION 710 – PAINTED PAVEMENT MARKINGS

Section 710: Throughout the entire Section replace “gross mile” with “linear foot” or “linear feet”, as applicable. All painted pavement markings will be measured on a linear foot basis.

Subarticle 710-11.1: Add the following to the end of the paragraph: “Raised Pavement Markers will be paid for separately under Item No. 706- 03 Retroreflective Pavement Markers – per each. Pavement markings of a temporary nature used for maintenance of traffic purposes are not subject to payment under this provision, but shall be included in the cost of Item No. 102- 1 Maintenance of Traffic – lump sum.”

SECTION 711 – THERMOPLASTIC PAVEMENT MARKINGS

Section 711: Throughout the Section replace “gross mile” with “linear foot” or “linear feet”, as applicable. All thermoplastic pavement markings will be measured on a linear foot basis.

DIVISION III-MATERIALS

RESERVED

EXHIBIT J
SPECIAL PROVISIONS

1. CONTRACT TIME

Contractor shall perform the contracted work fully, entirely, and in accordance with the Contract Documents within the Contract Time specified herein. If the Contractor fails to complete the work within the time stipulated, liquidated damages will apply in accordance with Standard Specification Article 8-10 Liquidated Damages for Failure to Complete the Work.

Contract Time: 180 Calendar Days Commencement Date to Final Acceptance

2. WORK HOURS

Reduction in the number of through lanes of traffic will only be allowed during the work hours designated below and with the prior approval of the Engineer. The only work zone operation approved outside the work hours is installation of traffic control signage 30 minutes prior to a reduction in through traffic lanes.

For work designated by the Engineer as daytime, work hours shall be from 9:00 AM to 4:00 PM. For work designated by the Engineer as nighttime, work hours shall be from 7:00 PM to 6:00 AM. To be determined by the seasonal conditions.

All lanes of traffic shall remain open from 12:00 PM on the last working day preceding a Holiday to 9:00 AM on the first working day subsequent to a Holiday.

3. MAINTENANCE OF TRAFFIC (MOT)

All MOT will be performed in accordance with FDOT Design Standards, Index Series 600-Traffic Control Through Work Zones.

During authorized work hours, and when construction work is actively in progress on the project, the Contractor shall maintain at least one lane of traffic through the work zone. Lane widths shall be 10 feet or greater. All lanes of traffic shall be fully restored outside designated work hours. Drop-offs in work zones shall be in conformance with FDOT Index 600.

The cost of all work necessary to meet the requirements of the Contract Documents for MOT will be paid under Item 102-1 Maintenance of Traffic - lump sum, no measurement will be made. For clarity, note that the cost of temporary striping shall be included in Item 102- 1.

4. RETENTION OF MILLINGS

The County will retain all Recycled Asphalt Product ("RAP") generated from milling of existing pavements. RAP materials shall be delivered to **The Lehigh Depot - 6501 Felix Romano Drive, Lehigh Acres, Florida 33971**

. Hauling and stockpiling of the RAP materials at the designated location shall be subsidiary to Item 327-70- Milling Existing Asphalt Pavement, no direct payment will be made.

EXHIBIT K
TECHNICAL SPECIAL PROVISIONS

RESERVED

EXHIBIT L
FDOT AND LEE COUNTY DESIGN STANDARDS

The following design standards are expressly agreed to be incorporated by reference and made a part of this Agreement:

1. Florida Department of Transportation FY2019-20 Standard Plans as published at the following link:

<http://www.fdot.gov/design/standardplans/current/default.shtm>

2. Lee County Department of Transportation Plan Specifications for Signal & Street Lighting, April 15, 2014 edition as published at the following link:

<http://www.leegov.com/dot/traffic/trafficstandard>

3. Lee County Utilities Design Manual, the latest edition as published at the following link:

<http://www.leegov.com/utilities/design-manual>

In the event of discrepancies between the Lee County and FDOT design standards, Lee County Standards shall govern.

EXHIBIT M
DEVELOPMENTAL SPECIFICATIONS

RESERVED

EXHIBIT N
CONTRACTOR'S BACKGROUND SCREENING AFFIDAVIT



**CONTRACTOR BACKGROUND
SCREENING AFFIDAVIT**

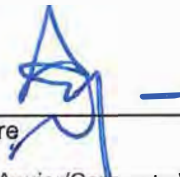
Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Contractor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Contractor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Contractor will be solely responsible for complying with such legal requirements. Furthermore, the Contractor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 01/20/2020

STATE OF Florida
COUNTY OF Lee

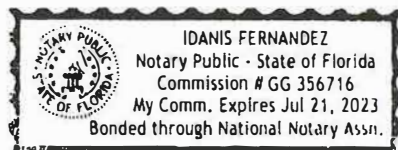


Signature

Manuel Aguiar/Corporate Vice President
Name/Title

On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: _____

[Stamp/seal required]





Signature, Notary Public

EXHIBIT O
OTHER RELEVANT FORMS