



SPECIFICATIONS PACKAGE
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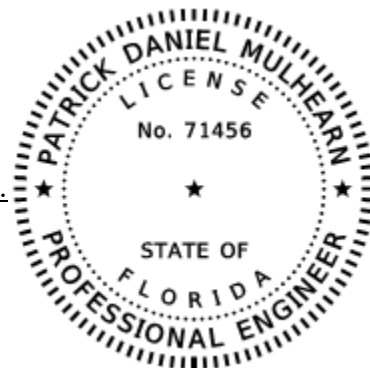
DISTRICT FIVE
VOLUSIA COUNTY

The July 2018 Edition of the Florida Department of Transportation Standard Specifications is revised as follows:

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

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

Date: October 18, 2018
State of Florida,
Professional Engineer, License No.: Patrick D. Mulhearn, PE No. 71456
Firm Name: Kisinger Campo & Associates, Corp.
Firm Address: 201 N Franklin St, Suite 400
City, State, Zip Code: Tampa, FL, 33602
Certificate of Authorization Number: 02317
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SPECIAL PROVISIONS

PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.
(REV 11-3-15) (FA 1-27-16) (7-18)

ARTICLE 2-4 is deleted and the following substituted:

2-4 Examination of Plans, Specifications, Special Provisions, and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Department by posting them to the Department's website at the following URL address:

<https://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal>.

Questions posted to this site before 5:00 P.M. (EST) on the seventh calendar day prior to the bid opening, or tenth calendar day prior to the December bid opening, will be responded to by the Department. For questions posted after these times, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact District 5 Construction Office by email D5-Bid_Questions@dot.state.fl.us.

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

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

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

**AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.
(REV 10-17-16) (FA 10-24-16) (7-18)**

ARTICLE 3-9 is expanded by the following:

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

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

**SCOPE OF WORK – INTENT OF CONTRACT.
(REV 8-19-09) (FA 8-24-09) (7-18)**

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of bulkhead and fender repairs. Located in Volusia County, Florida (79070) Bridge No. 790152 carrying SR 44 (SR A1A) over the Indian River from MP 29.341 to 29.701.

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

**CONTROL OF THE WORK – GENERAL INSPECTION REQUIREMENTS –
COOPERATION BY THE CONTRACTOR.
(REV 2-10-94) (7-18)**

SUBARTICLE 5-9.1 is deleted and the following substituted:

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

(A) Size Utility Boat

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

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

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

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

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

(REV 6-15-17) (FA 6-20-17) (7-18)

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

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

The Department will provide instruction at a preconstruction meeting regarding:

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

Advise all work crews of this information.

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

Do not dredge river bottom for barge access.

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

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

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

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

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

www.myfwc.com/wildlifehabitats/managed/manatee/education-for-marinas/sign-vendors

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

(REV 5-25-17) (FA 6-13-17) (7-18)

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

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

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

The Department will provide instruction at a preconstruction meeting regarding:

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

existence of these species.

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

Advise all work crews of this information.

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

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

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

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

(REV 5-25-17) (FA 6-28-17) (7-18)

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

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

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

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

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

Advise all work crews of this information.

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

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

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

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

(REV 2-10-94) (7-18)

SUBARTICLE 7-11.5.3 is expanded by the following:

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

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

(REV 4-25-02) (FA 7-17-02) (7-18)

SECTION 7 is expanded by the following:

7-27 Equal Employment Opportunity Requirements.

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

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

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

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

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

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

Follow the following procedures:

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

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

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

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

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

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

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

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

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

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

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

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

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

(REV 1-13-12) (7-18)

SECTION 7 is expanded by the following new Article:

7-28 Preference to State Residents.

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

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

As used in this Section, the term “substantially equal qualifications” means the qualification of two or more persons among whom the employer cannot make a reasonable

determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.
(REV 6-13-11) (FA 6-16-11) (7-18)**

SECTION 7 is expanded by the following new Article:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
SCRUTINIZED COMPANIES.
(REV 3-22-18) (7-18)**

SECTION 7 is expanded by the following new Article:

7-30 Scrutinized Companies.

For Contracts of any amount, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

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

(REV 1-4-11) (FA 1-21-11) (7-18)

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

8-3.7 Regional Disputes Review Board: For this Contract, a Disputes Review Board will be available to assist in the resolution of disputes and claims arising out of the work on the Contract.

8-3.7.1 Purpose: The Board will provide special expertise to assist in and facilitate the timely and equitable resolution of disputes and claims between the Department and the Contractor in an effort to avoid construction delay and future claims.

It is not intended that the Department or the Contractor default on their normal responsibility to cooperatively and fairly settle their differences by indiscriminately assigning them to the Board. It is intended that the Board encourage the Department and Contractor to resolve potential disputes or claims without resorting to this alternative resolution procedure.

The Board will be used when normal Department-Contractor dispute or claim resolution is unsuccessful. Either the Department or the Contractor may refer a dispute or claim to the Board. Referral to the Board should be initiated as soon as it appears that the normal dispute resolution effort is not succeeding. Referral to the Board is accomplished by providing a position paper outlining the nature and scope of the dispute or claim and describing the basis for entitlement to the dispute or claim. Only disputes or claims that have been duly preserved under the terms of the Contract as determined by the Board will be eligible to be heard by the Board. Requests for equitable adjustment must be certified as required by 4-3.2. Claims that are referred to the Board must be in compliance with 5-12. It is a condition of this Contract that the parties shall use the Dispute Review Board. The completed DRB hearing of any unresolved disputes or claims is a condition precedent to the Department or the Contractor having the right to initiate arbitration, other alternative resolution procedures, or to file a lawsuit, as provided by law on such unresolved disputes or claims.

The recommendations of the Board will not be binding on either the Department or the Contractor.

The Board will fairly and impartially and without regard to how or by whom they may have been appointed, consider disputes or claims referred to it and will provide written recommendations to the Department and Contractor to assist in the resolution of these disputes or claims.

8-3.7.2 Continuance of Work: During the course of the Disputes Review Board process, the Contractor will continue with the work as directed by the Engineer in a diligent manner and without delay or otherwise conform to the Engineer's decision or order, and will be governed by all applicable provisions of the Contract. Throughout any protested work, the Contractor will keep complete records of extra costs and time incurred. The Contractor will permit the Engineer and Board access to these and any other records needed for evaluating the disputes or claims.

8-3.7.3 Membership: The Disputes Review Board will consist of members pre-selected by the Engineer and the President of the Florida Transportation Builders' Association (FTBA), and posted on the Department's Website.

If during the life of the contract, a Board member has a discussion regarding employment or entered into any agreement for employment after completion of the contract with the Department, the Contractor or any subcontractor or supplier on the project, he/she shall immediately disclose this to the Contractor and the Department and shall be disqualified from serving on the Board.

Once established, the Board will remain active and in full force and effect. If, after the Department has made final acceptance of the project, there are unresolved disputes and claims remaining, the Disputes Review Board shall remain active and in full force and effect until the project is otherwise administratively closed by the Department following final payment so that the Board may continue in operation until all unresolved disputes and claims are resolved.

8-3.7.4 Procedure and Schedules for Disputes Resolution: Disputes and claims will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by the Department and the Contractor and the time periods stated below may be shortened in order to hasten resolution.

a. If the Contractor objects to any decision, action or order of the Engineer, the Contractor may file a written protest with the Engineer, stating clearly and in detail the basis for the objection, within 15 days after the event.

b. The Engineer will consider the written protest and make his decision on the basis of the pertinent contract provisions, together with the facts and circumstances involved in the dispute or claim. The Engineer's decision will be furnished in writing to the Contractor within 15 days after receipt of the Contractor's written protest.

c. This decision will be final and conclusive on the subject, unless a written appeal to the Engineer is filed by the Contractor within 15 days of receiving the decision. Should the Contractor preserve its protest of the Engineer's decision, the matter can be referred to the Board by either the Department or the Contractor.

d. Upon receipt by the Board of a written duly preserved protest of a dispute or claim, either from the Department or the Contractor, it will first be decided when to conduct the hearing.

e. Either party furnishing any written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of 15 days prior to the date the Board sets to convene the hearing for the dispute or claim. If the Board requests any additional documentation or evidence prior to, during, or after the hearing, the Department and/or Contractor will provide the requested information to the Board and to the other party.

f. The Contractor and the Department will each be afforded an opportunity to be heard by the Board and to offer evidence. Neither the Department nor the Contractor may present information at the hearing that was not previously distributed to both the Board and the other party.

g. The Board's recommendations for resolution of the dispute or claim will be given in writing to both the Department and the Contractor, within 15 days of completion of the hearings. In cases of extreme complexity, both parties may agree to allow additional time

for the Board to formulate its recommendations. The Board will focus its attention in the written report to matters of entitlement and allow the parties to determine the monetary damages. If both parties request, and sufficient documentation is available, the Board may make a recommendation of monetary damages.

h. Within 15 days of receiving the Board's recommendations, both the Department and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of either party to respond within the 15 day period will be deemed an acceptance of the Board's recommendations by that party. If the Department and the Contractor are able to resolve the dispute or claim with or without the aid of the Board's recommendations, the Department will promptly process any required Contract changes.

i. Should the dispute or claim remain unresolved, either party may seek reconsideration of the decision by the Board only when there is new evidence to present. No provisions in this Specification will abrogate the Contractor's responsibility for preserving the request for equitable adjustment in accordance with 4-3.2 or the Contractor's responsibility for preserving a claim filed in accordance with 5-12.

Although both the Department and the Contractor should place great weight on the Board's recommendation, it is not binding. If the Board's recommendations do not resolve the dispute or claim, all records and written recommendations of the Board will be admissible as evidence in any subsequent dispute resolution procedures.

8-3.7.5 Contractor Responsibility: The Contractor shall furnish to each Board member a set of all pertinent documents which are or may become necessary for the Board, except documents furnished by Department, to perform their function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the Contractor's position. A copy of such pertinent documents must also be furnished to the Department.

Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Contractor will not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

8-3.7.6 Department Responsibilities: Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Department will not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

The Department shall furnish the following services and items:

a. Contract Related Documents: The Department shall furnish each Board member a copy of all Contract Documents, supplemental agreements, written instructions issued by the Department to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform their function. A copy of such pertinent documents must also be furnished to the Contractor.

b. Coordination and Services: The Department, in cooperation with the Contractor, will coordinate the operations of the Board. The Department, through the Project Engineer, will arrange or provide conference facilities at or near the Contract site and provide secretarial and copying services.

8-3.7.7 Limitation for Referral of Disputes or Claims to the Board: Any disputes or claims that were not resolved prior to Final Acceptance of the project pursuant to 5-11 must be referred to the Board within 90 calendar days after Final Acceptance for projects with an original Contract amount of \$3,000,000 or less, and within 180 calendar days after Final Acceptance on projects with an original Contract amount greater than \$3,000,000. Only duly preserved disputes or claims will be eligible to be heard by the Board. Failure to submit all disputes or claims to the Board within aforementioned timeframe after Final Acceptance constitutes an irrevocable waiver of the Contractor's dispute or claim.

8-3.7.8 Basis of Payment: A per hearing cost of \$8,000 has been established by the Department for providing compensation for all members of the Dispute Review Board for participation in an actual hearing. The Board chairman will receive \$3,000 for participation in the hearing while the remaining two members will receive \$2,500 each. The Department and the Contractor will equally provide compensation to the Board for participation in an actual hearing. The Department will compensate the Contractor \$4,000 as its contribution to the hearing cost. Such payment will be full and complete compensation to the Board members for all expenses related to the hearing. This includes travel, accommodations, meals, pre- and post- hearing work, review of position papers and any rebuttals, conducting the hearing, drafting and issuance of recommendations, readdressing any requests for clarification. It is not intended for hearings to last longer than a single day, however, in some cases they may. Any additional time and/or compensation for a hearing would only be allowed upon prior written approval of the Department and the Contractor. If an additional day(s) is granted for the hearing, it will be at \$3,300 per day, payment of which is equally split between the Department and the Contractor. Payment shall be made by issuing a work order against contingency funds set aside for this Contract.

The Department will prepare and mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services, and will bear the cost of these services. If the Board desires special services, such as legal consultation, accounting, data research, and the like, both parties must agree, and the costs will be shared by them as mutually agreed.

PROSECUTION AND PROGRESS - DAMAGE RECOVERY. (REV 8-7-17) (7-18)

ARTICLE 8-12 is deleted and the following substituted:

8-12 Damage Recovery.

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

8-12-2 Damage Recovery/User Costs: A damage recovery/user cost will be assessed against the Contractor if all lanes are not open to traffic during the times as shown in the Traffic

Control Plans. Costs will be assessed beginning at the appropriate time as shown in the Traffic Control Plans and continue until all lanes are open as recorded by the Engineer. This assessment will be in the following amounts:

First 30 minutes and under: \$348.00

Each additional 30 minute period or portion thereof: \$295.00

Such costs will not exceed \$4,175.00 over a 24 hour period.

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

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

SUPPLEMENTAL SPECIFICATIONS

102 MAINTENANCE OF TRAFFIC.
(REV 3-13-18) (FA 3-23-18) (7-18)

ARTICLE 102-7 is deleted and the following substituted:

102-7 Traffic Control Officer.

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when any of the following types of work are necessary:

1. When directing traffic/overriding the signal in a signalized intersection.
2. When Standard Plans, Index 102-619 is used on freeway facilities (interstates, toll roads, and expressways) at nighttime for work within the travel lane.
3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Engineer.
4. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the Plans or approved by the Engineer.
5. When Standard Plans, Index 102-625 Temporary Road Closure 5 Minutes or Less is used.
6. When performing lane closures during nighttime operations on roadways with posted speed limits 55 mph or greater.

At the Contractor's option, traffic control officers may be used for operations other than those listed above.

Cost for traffic control officers will be paid for as described in 102-11.2.

The Department will not consider any claim arising from the failure of a traffic control officer to be present or available on the project. A noncompensable time extension may be granted when a state or local emergency requires all area law enforcement officers to be on-duty and not available for hire.

SUBARTICLE 102-11.2 is deleted and the following substituted:

102-11.2 Traffic Control Officers: The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

Cost for traffic control officers as specified in 102-7(6) or used at the Contractor's option will be paid for under Maintenance of Traffic, lump sum.

APPENDICES

TECHNICAL SPECIAL PROVISIONS.

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

T401: Concrete Restoration

**TECHNICAL SPECIAL PROVISION
FOR
CONCRETE RESTORATION**

Financial Project ID: 442555-1-52-01

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

Date: October 18, 2018
State of Florida,
Professional Engineer, License No.: Patrick D. Mulhearn, PE No. 71456
Firm Name: Kisinger Campo and Associates, Corp.
Firm Address: 201 N Franklin St, Suite 400
City, State, Zip Code: Tampa, FL, 33602
Certificate of Authorization Number: 02317
Page(s): 1 through 4



T401 – Concrete Restoration

T401-1 Description:

Replace deteriorated concrete by placing polymer/latex modified concrete containing micro-silica or other specified material as indicated in the Contract Documents.

For the other specified materials, install in accordance with manufacturer's recommendations and the following installation requirements.

T401-2 Materials:

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

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

For horizontal or vertical spalls greater than 1 inch deep, use repair mortar that includes an aggregate in accordance with manufacturer's recommendations.

For spalls near the water that may be submerged during cure, add anti-washout mixture.

For horizontal or vertical spalls less than 1 inch deep, hand-apply repair mortar in accordance with manufacturer's recommendations.

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

T401-3 Surface Preparation:

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

Blast clean all reinforcing bars and strand exposed after cleaning to leave a near white metal surface. Replace bars that have lost 1/4 or more of their original diameter with new bars spliced in place within the original cover, lapping sufficiently to develop the full strength of the bar as detailed in the Plans and, if necessary, providing additional chipping. Dual bars of equivalent or greater section may be used. Where the bond between existing concrete and reinforcing steel has been destroyed, or where more than half the diameter of the steel is exposed, remove the concrete adjacent to the bar to a depth that will permit modified concrete to bond to the entire periphery of the exposed bar. In some cases the engineer may require undercutting all exposed reinforcing steel if required to achieve improved bonding. A minimum of 3/4 inch clearance is required for this purpose. Prevent cutting, stretching or damaging of exposed reinforcing steel.

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

T401-4 Mixing:

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

T401-5 Quality Control:

A quality control/quality assurance (QC/QA) plan that shall govern all work shall be submitted by the Contractor to the Engineer for written approval prior to commencing the installation work for the concrete restoration. Cost of the quality control and other technical services is incidental to the concrete restoration and payment for such services is included within the Pay Item contained in this Technical Special Provision. No additional payments will be allowed or made for technical services or quality control.

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

Produce 4 to 6 test cylinders (as requested by the Engineer) in accordance with ASTM C31 and test for compressive strength gain determinations in accordance with ASTM C39. The Engineer will determine the time of testing. Cure test cylinders in air for the full curing period required before testing.

T401-6 Placing and Finishing

Typical spall repair:

A concrete bonding agent, compatible with the repair material and approved by the Engineer, shall be applied to exposed reinforcing steel prior to the placement of new repair material, and, if recommended by the material manufacturer, to the existing concrete. The compound shall be applied and cured in accordance with approved manufacturer's instructions. The bonding agent shall contain corrosion inhibitors. Measures for dewatering areas near the waterline, or providing alternate suitable repair materials for use underwater, all incidental to the concrete restoration work, shall be submitted to the Engineer for written approval.

Repair areas of unsound concrete with the following modifications for spalls greater than 1 inch deep. Cut the upper perimeter of sound concrete to an angle sloping slightly upward to avoid entrapping air and water. Form area to be repaired to original neat lines.

Form must withstand the anticipated head of the repair material and a minimum pressure of 10 psi. Apply form release agent, compatible to the repair material, to interior surfaces of form. Pump material into forms with proper venting to ensure complete filling of voids, starting with a port at the bottom of the form. Perform external form vibration as necessary to insure proper consolidation. Cap vents when steady flow of material is ensured then fill until an immediate increase of 3 to 5 psi is detected. Upon removal of forms, cure the repair material and patch any deficiencies detected. See Contract Documents for additional details. At the Engineer's discretion, gravity fed pours may be allowed in some cases for uniform deficiency shapes where quality control can be assured after trial installations. Forms are not necessary for horizontal top of deck spall repairs.

T401-7 Limitations:

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

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

T401-8 Method of Measurement:

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

T401-9 Basis of Payment:

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

Payment will be made under:

Pay Item No. 401- 70- 4
Restore Spalled Areas – Portland Cement Grout
Per Cubic Foot (CF)

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**