

COLLIER BOULEVARD BIKE LANE IMPROVEMENTS

(BASE BID) SEGMENT #2 FROM WINTERBERRY DRIVE TO COLLIER COURT

(BID ALTERNATE #1) SEGMENT #1 FROM AMAZON COURT TO SAN MARCO ROAD

SUPPLEMENTAL REQUIREMENTS ISSUED FOR CONSTRUCTION ROADWAY AND WATER MAIN REPLACEMENT

FEBRUARY 2025



HM Project No. 2022.101A Bowman Project No. 340237.01.001 Bowman Addenda No. 340237.01.002

CITY OF MARCO ISLAND PUBLIC WORKS AND WATER AND SEWER DEPARTMENT

COLLIER BOULEVARD BIKE LANE IMPROVEMENTS SEGMENT 1 FROM AMAZON TO SAN MARCO ROAD SEGMENT 2 FROM WINTERBERRY DRIVE TO COLLIER COURT AND WATER MAIN REPLACEMENT

SUPPLEMENTAL PROJECT REQUIREMENTS

The following Supplemental Project Requirements have been provided for the Collier Boulevard Bike Lane Improvements and Water Main Replacement project. These Project Requirements are intended to supplement the existing City of Marco Island Construction Standards Handbook for Work Within the Public Right of Way (latest edition), Water & Sewer Department Manual of Standards and Specifications (Latest Edition) Technical Specifications and the FDOT Standard Plans and Specifications and FDOT LAP Agreement Specification Package. The Construction Standards Handbook, Water & Sewer Department Manual of Standards and Specifications, and FDOT Standard Plans & Specifications can be obtained from the City of Marco Island Government and FDOT websites. The FDOT LAP Agreement Specification Package is included in this document. In case of conflict, the most stringent shall apply.

The project will include a Base Bid and two (2) Bid Alternates. Following is a summary of these items.

<u>Base Bid</u> - Shall consist of bike lane improvements and water main replacement identified as Segment No. 2 on the plans and specifications. These improvements extend from Winterberry Drive to Collier Court.

<u>Bid Alternate No. 1</u> – Shall consist of bike lane improvements and water main replacement identified as Segment No. 1 on the plans and specifications. These improvements extend from Amazon Court to San Marco Road.

<u>Bid Alternate No. 2</u> – Shall include both the work identified as Base Bid and Bid Alternate No. 1.

CITY OF MARCO ISLAND

COLLIER BOULEVARD BIKE LANE IMPROVMENTS AND WATER MAIN REPLACEMENT SUPPLEMENTAL REQUIREMENTS

DIVISION 1 – GENERAL REQUIREMENTS

Section 01110 – Summary of Work

Section 01130 – Measurement and Payment

Section 01135 - Allowance Fund

Section 01140 – Maintenance of Utility Operations

Section 01150 – Protection of Existing Facilities

Section 01200 - Project Meetings

Section 01330 - Submittals

Section 01410 – Regulatory Requirements

Section 01420 – Reference Standards

Section 01430 - Materials Testing

Section 01470 - Color Audio-Video Preconstruction Record

Section 01510 – Temporary Utilities

Section 01541 – Field Engineering

Section 01781 - Project Record Documents

FDOT LAP AGREEMENT SPECIFICATION PACKAGE

ADDITIONAL ITEMS

Item No. 1 – SFWMD Environmental Resources Permit

Item No. 2 – Summary of Roadway & Utility Trench Testing Requirements

Item No. 3 – FWC Migratory Bird Nest Removal

Item No. 4 – City of Marco Island Asbestos Work Plan Specification

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

General description of the Work required under this Contract. All work shall be completed in accordance with the construction plans, City of Marco Island Construction Standards Handbook for Work Within the Public Right of Way and Water & Sewer Department Manual of Standards and Specifications and the Supplemental Project Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work for this Contract shall include, but not be limited to, the construction of bike lane improvements in conjunction with roadside drainage and water main replacement. Water main replacement shall include, but not limited to, new main construction, testing and clearance, water service replacement, and removal/abandonment of the existing system. The proposed work shall be conducted to minimize disruption to the community and residents. Water service shall be maintained throughout construction, except as coordinated and scheduled with the City.
- B. The Contract Amount shall be determined utilizing the Bid Form as provided. All materials, labor and equipment shall be provided by the Contractor.
- C. All excavation shall be unclassified with no additional payment for excavation of rock, muck or other unsuitable materials. No additional payment shall be made for dewatering. Contractor shall be responsible for the determination of all field conditions.
- D. The Contractor shall organize, coordinate schedule and execute the Contract Work so as to be in strict compliance with the following:
 - 1. Special Project Requirements as noted on Contract Drawings
 - 2. Section 01140 with special attention to the requirements for written shut-down plans.
- E. The Work also includes temporary measures as may be required to shut-off or control the flows affecting execution of the Work. Before proceeding with such temporary measures, the Contractor shall submit details for approval. Refer to Section 01140 for additional information and requirements.
- F. Execution of the Work will require coordination and planning with the City's Public Works and Water & Sewer Department and the City's Project Manager. The Work shall be executed in a manner and schedule that does not interfere with the on-going normal operations of the City water system. Work shall be closely coordinated with the bike lane and drainage improvements.
- G. The Contractor, prior to submission of submittal on drainage structures, shall field verify with a City representative the size of all existing structures to be modified or

replaced. This shall be done to verify existing depth for new piping and size of existing piping.

1.03 SITE ACCESS AND STORAGE

- A. Site access shall be limited to the existing right of ways and shall be coordinated with the bike lane and drainage improvement work. All temporary roadway detours, road closures and maintenance of traffic shall be coordinated, reviewed, and approved by the City. Contractor shall minimize disruption of driveway accesses and shall notify the residents by personal contact and door hanger 24 hours prior to the work. Temporary gravel surface shall be provided and maintained at all driveways and roadway surfaces until completion of the water main replacement and drainage improvements. Driveway restoration shall be completed in conjunction with the bike lane improvements.
- B. The Contractor shall be responsible for all material and equipment storage. Storage shall be limited in the roadway right of way to that equipment in active use and materials (two week inventory). Any storage on private property shall be coordinated with individual property owners with a signed agreement. A copy shall be provided to the City for verification. All storage areas shall be returned to their pre-construction condition. All storage areas shall be permitted and fenced in accordance with local regulations.
- C. All areas utilized for storage of removed AC pipe shall meet with the City of Marco Island requirements. Those sites shall be fenced and secured with all AC material properly stored in containers until final disposal.

1.04 PROJECT BIDDING

The project will include a Base Bid and two (2) Bid Alternates. Following is a summary of these items.

<u>Base Bid</u> - Shall consist of bike lane improvements and water main replacement identified as Segment No. 2 on the plans and specifications. These improvements extend from Winterberry Drive to Collier Court.

<u>Bid Alternate No. 1</u> – Shall consist of bike lane improvements and water main replacement identified as Segment No. 1 on the plans and specifications. These improvements extend from Amazon Court to San Marco Road.

<u>Bid Alternate No. 2</u> – Shall include both the work identified as Base Bid and Bid Alternate No. 1.

1.05 WORK BY OTHERS

During the construction period for this project, the Owner (either with his own forces or under a separate contract) may be performing other work that will require the cooperation of the Contractor in scheduling and his coordination to avoid conflicts. This coordination shall include submitting weekly schedules and cooperating with other contractors.

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. Payment for the various items in the Schedule of Payment as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, taxes, materials, commissions, transportation and handling, bonds, permit fees, insurance, overhead and profit, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Such compensation shall also include payment for any loss or damages arising directly or indirectly from the Work.
- B. The Contractor's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the Contractor feel that the cost for any item of Work has not been established by the Schedule of Payment items or this Section, it shall include the cost for that Work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the Work in its entirety.

1.02 PAYMENT ITEMS

- A. The Contractor shall submit a Schedule of Payment Values for review with the return of the executed Agreement to the Owner. The schedule shall contain the installed value of the component parts of Work broken down into labor and material categories for the purpose of making progress payments during the construction period.
- B. The schedule shall be given in sufficient detail for proper identification of Work accomplished. The Schedule of Payment Values shall coincide with the activities of work detailed in the construction progress schedule and the construction network analysis in order to accurately relate construction progress to the requested payment. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.
- C. If the Contractor anticipates the need for payment of materials stored on the project site, it shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall include a beginning amount received during the period, the amount installed during the period, and the end quantity and cost in a spreadsheet. As well as supporting invoices at the time they are included in the pay applications and paid invoices no later than the second pay application thereafter.

This list shall also include the installed value of the item with coded reference to the Work items in the Schedule of Payment Values. Similar procedures shall be employed for undelivered specifically manufactured equipment and materials as specified herein.

D. Payment will not be made for materials stored offsite, except in designated storage area.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. Make payment on the basis of work actually completing each item in the Bid, such work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications. The bike lane and drainage improvement work items shall be completed in accordance with the FDOT requirements. Payment for other items shall be completed in accordance with the following. Payment for each item includes compensation for cleanup and restorations. Cost of cleanup and surface restorations (including pavement replacement) will be considered as the percentage retained in accordance with the Contract Documents, and complete payment will not be made until cleanup, restorations and as-builts are completed.
 - Pre-Construction Video: Measurement and Payment shall be Lump Sum for the Project. If the Pre-Construction Video is taken in Phases, payment will be prorated during construction based upon the work completed. Pre-Construction Video shall be completed in accordance with the City of Marco Island Utility Standards. The Pre-Construction Video shall be supplemental with still photographs as needed.
 - Record Survey/Record Drawings: Measurement and Payment shall be Lump Sum for the Project. The Record Survey shall be ongoing with the construction and Record Drawings shall be completed within fifteen days of Substantial Completion.
 - 3. Irrigation Relocation: Measurement and Payment shall be per each for relocation of existing sprinkler heads in the area of construction. It shall include all fittings and heads as required for a complete installation.
 - 4. Water Main: Measurement and Payment shall be by horizontal lineal foot for each size and type. Work shall include all labor, material and equipment as necessary to excavate, provide, install water main and miscellaneous fittings, markers, backfill, compact, provide testing, flushing, connections and provide surface restoration for a complete installation.
 - 5. Gate Valves: Measurement and Payment shall be per each per size identified. Work shall include all labor, material and equipment as necessary to provide and

- install all valves, valve boxes, pads and markers as identified.
- 6. Temporary Flushing Port/TBSV/Connection: Measurement and Payment shall be per each size as required. Work shall include all labor, material and equipment necessary to install a full bore blow off assembly to be utilized during flushing of water mains. It shall include a temporary bacterial sample valve. Upon completion and acceptance, the blow off assembly shall be removed and disposed of and final connection made with all necessary pipe and fittings.
- 7. Fire Hydrant Assembly: Measurement and Payment shall be per each and type as required. Work shall include all labor, material and equipment as necessary to install all fittings, tees, miscellaneous piping, isolation valve, fire hydrant assembly, pads and pavement markers. As specifically identified, pipe bollards may be required.
- 8. Temporary Water Main Jumper/Final Connection: Measurement and Payment shall be per each as required. Work shall include all labor, material, and equipment as necessary to install a temporary water main connection including fittings, backflow device, TBSV, and miscellaneous testing. Upon final acceptance, the temporary jumper shall be removed, and final connection made with all necessary pipe and fittings.
- 9. Water Main Connection: Measurement and Payment shall be per each as required. Work shall include all labor, material and equipment as necessary to coordinate any required water main shutdown, excavate, complete the final water main connection with all fittings, repair sleeves, reducers, thrust blocks, backfill, compact and final surface restoration.
- 10. Water Service Long: Measurement and Payment shall be per each long water service. Work shall include all labor, material and equipment necessary for utility coordination, excavation, and installation of new water service under roadways to the right of way line, connection to new water main and coordination for service transfer, backfilling, compacting and surface restoration.
- 11. Water Service Short: Measurement and Payment shall be per each short water service. Work shall include all labor, material and equipment necessary for utility coordination, installation of new water service with conduit to the right of way line, connection to new water main and boxes, coordination for service transfer, backfilling, compacting and surface restoration.
- 12. Water Meter Boxes: Measurement and Payment shall be per each water meter box. Existing water main boxes shall be replaced. Work shall include all labor, material and equipment necessary for installation of the new water meter boxes and ready for utility installation of new or relocated water meters. Contractor shall coordinate work with City for meter installation.
- 13. Additional Water Main Deflection: Measurement and Payment shall be per each additional water main deflection that may be required due to unforeseen conditions. It shall include all labor, material and equipment necessary for the deflection including excavation, installation of extra fitting, pipe and pipe restraints, backfilling, compacting and surface restoration.

- 14. Water Main Pipe Removal: Measurement and Payment shall be per lineal foot of pipe removed by size. It shall include all labor, material and equipment necessary to excavate, remove the existing pipe, backfill, compact and provide surface restoration. Contractor shall be responsible for all existing utility coordination and proper disposal of all removed materials.
- 15. Water Main Pipe Grouting: Measurement and Payment shall be per lineal foot of pipe grouting in place. It shall include all labor, material and equipment necessary to grout the existing pipe in place. It shall include, but not be limited to, establishment of access port for grouting and verification of compete grouting.
- 16. Water Main Miscellaneous Abandonment: Measurement and Payment shall be lump sum for the miscellaneous abandonment of the existing water system. This shall include all labor, material and equipment necessary for removal of valves, valve pads, blow offs, existing meter boxes, fire hydrants and other miscellaneous items.
- 17. Owner Directed Contingency: Measurement and Payment shall be on a time and material basis or determined lump sum prior to work being performed. A work directive with the associated backup materials shall be issued by the City Project Manager prior to the work being completed by the Contractor. This shall be for unanticipated work only due to unforeseen conditions.

CONTINGENCY FUND

PART 1 - GENERAL

- 1.01 SECTION INCLUDES
- 1.02 CONTRACT CONTINGENCY
 - A. The Contractor shall include in its Contract Price an amount equal to Contingency Fund shown in the bid schedule for additional work required due to unforeseen conditions.
 - B. The price negotiated (between Contractor and Owner) for any work falling under this category shall be compensation in full for all labor, materials and equipment necessary. Prior to work commencing, the Contractor shall submit their standard labor and equipment rates for City review. Upon review and acceptance, these standard labor and equipment rates shall serve as the basis of compensation for allowance work.
 - C. The provisions for the Contingency Fund are not a guarantee the Contractor will be paid any portion of the full amount of such Contingency Fund.
- 1.03 CONTINGENCY FUND
 - A. Refer to the Bid Schedule for the Contingency Fund amount.

MAINTENANCE OF UTILITY OPERATIONS

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The existing water systems will be maintained in continuous operation by the Owner during the entire construction period of the Contract as hereinafter specified. The intent of this Section is to outline the minimum requirements necessary to provide continuous wastewater service throughout the construction period.
- B. Work shall be scheduled and conducted by the Contractor so as not to impede any water distribution or transmission system, except as explicitly permitted hereinafter. In performing the work shown and specified, the Contractor shall plan and schedule his work to meet the system operating requirements, and the constraints and construction requirements as outlined in this Section. No discharge of raw or inadequately treated wastewater shall be allowed. The Contractor shall pay all civil penalties, costs, assessments, etc., associated with any discharge of raw or inadequately treated wastewater associated with the Contractor's work.

1.02 GENERAL CONSTRAINTS

- A. The Contractor shall schedule the Work so that the facilities are maintained in continuous operation. All processes shall be maintained in continuous operation during the construction period. Several items of work require connections of new piping and/or utilities to existing piping, utilities, or modifications to existing piping, utilities or facilities. The City will not allow shutdowns of any of its systems (in part or in its entirety) to facilitate these connections and/or modifications without prior written approval. The Contractor shall submit a written plan to the Owner and Engineer describing the process shut-down and a detailed schedule along with all planned resources. The plan for each process shut-down must be submitted at least ten working days prior to the scheduled shut-down. The Contractor shall be responsible for, and include in its contract bid amount, all costs associated with necessary work to isolate the existing piping, utilities or facilities to complete the required connections and/or modifications. Necessary work required by the Contractor shall include, but shall not be limited to, temporary bypass pumping and piping, wet taps, line stops, line plugs, and temporary bulkheads.
- B. The Contractor shall review all bidding documents and shall be responsible to determine all such connections or modifications, and the scope and cost of all temporary measures required to isolate the work area without the need for a shutdown of the affected facility, process area, piping or utility.
- C. The Owner shall have the authority to order Work postponed, stopped or prohibited that would, in his opinion, unreasonably result in interrupting the necessary functions of the plant operations.

- D. The Contractor shall include in his cost to complete the connections outside normal working hours (midnight to 8:00 am). This shall include, but not be limited to, overtime temporary lighting and special maintenance of traffic.
- E. The Contractor shall provide the services of emergency repair crews on call 24-hours per day at no additional cost to the Owner.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

Requirements for protection of existing facilities and completed construction.

1.02 GENERAL

- A. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The Contractor shall verify the exact locations and depths of all utilities shown and the Contractor shall make exploratory hand excavations of all utilities that may interfere with the Work. All such exploratory hand excavations shall be performed as soon as practicable after award of Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's Work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.03 RIGHTS-OF-WAY

- A. The Contractor shall not do any Work that would affect any oil, gas, sewer or water pipeline, any telephone, telegraph or electric transmission line, any fence or any other structure nor shall the Contractor enter upon the rights-of-way involved until notified by the Engineer that the Owner has secured authority therefor from the proper party. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin Work.
- B. When two or more contracts are being executed at one time on the same or adjacent land in such manner that Work on one contract may interfere with that of another, the Owner shall determine the sequence and order of the Work.
- C. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted.
- D. No such decision as to the method or time of conducting the Work or the use of territory shall be made the basis of any claim for delay or damage.

E. The Owner's Right of Access is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property.

1.05 PROTECTION OF SURVEY STREET OR ROADWAY MARKERS

The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration. It shall be the Contractor's responsibility to notify the Owner of the time and location that Work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration.

1.06 EXISTING UTILITIES AND IMPROVEMENTS

- A. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, wire or cable.
- B. The Contractor shall protect all underground utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- C. Where the proper completion of the Work requires the temporary or permanent removal, or relocation of an existing utility or other improvement which is shown, the Contractor shall contact the utility owner and proceed as specified in the Contract Documents.
- D. Unrecorded Underground Utilities or Improvements
 - 1. Plans show features of topography and underground utilities, but do not purport to show in complete detail all such lines or obstructions.
 - 2. Existing utilities shown on Drawings are based upon available records. Data regarding existing utilities is presented for Contractor's convenience only and shall not be used as a basis for claims of extra compensation.
 - Examine available records and make exploratory excavations whenever necessary to determine locations of existing pipes, valves, or other underground improvements.
 - 4. Take prudent precautions not to damage unrecorded underground utilities and improvements.

- 5. If unrecorded underground utilities or other improvements are encountered, immediately notify the Engineer, and inform the Engineer of the conditions encountered. Include written report of conditions encountered with Progress Schedule covering period in which unrecorded underground utilities or improvements were encountered. Provide unscheduled impact on CPM schedule for each occurrence. If unrecorded underground utilities or improvements conflict with Work, changes shall be made under the terms of the Agreement. Changes to the Work shall be as approved by the Owner.
- The Contractor shall contact the affected utility owner and proceed as specified in the Contract Documents.

1.07 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs; and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or owner.
- B. All existing trees and shrubs which are damaged during construction shall be repaired or replaced by the Contractor as specified in the Contract Documents.

1.08 NOTIFICATION BY THE CONTRACTOR

Prior to any excavation in the vicinity of any existing underground facilities including all water, sewer, storm drain, gas, petroleum products or other pipelines; all buried electric power, communications or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way, the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can locate their facilities or be present during such work if they so desire.

PART 2 - PRODUCTS (not used)

PART 3 – EXECUTION (not used)

PROJECT MEETINGS

PART 1 - GENERAL

1.01 PRECONSTRUCTION MEETING

A. A preconstruction meeting will be held after Award of Contract, but prior to starting work at the site. The City Representative shall prepare and distribute the meeting agenda and shall preside at the meeting. The City Representative shall record and distribute minutes of the proceedings and decisions.

B. Attendance:

- 1. Owner
- 2. Engineer of Record
- 3. Construction Engineer/Inspector
- 5. Contractor
- 6. Major subcontractors

C. Minimum Agenda:

- 1. Tentative construction and submittal schedules
- 2. Critical work sequencing
- 3. Designation of responsible personnel
- 4. Processing of Field Decisions and Change Orders
- 5. Adequacy of distribution of Contract Documents
- 6. Submittal of Shop Drawings and samples
- 7. Procedures for maintaining record documents
- 8. Use of site and Owner's requirements
- 9. Major equipment deliveries and priorities
- 10. Safety and first aid procedures
- 11. Security procedures
- 12. Housekeeping procedures
- 13. Processing of Partial Payment Requests

14. General regard for community relations

1.02 PROGRESS MEETING

- A. Progress meetings will be held biweekly or as needed at a site to be determined during the performance of the field work of this Contract. Additional meetings may be called as progress of work dictates.
- B. The City Representative will prepare and distribute agenda, preside at meetings and record minutes of proceedings and decisions. The City Representative will distribute copies of minutes to participants.

C. Attendance:

- Owner
- 2. Engineer
- 3. Construction Engineer/Inspector
- Contractor
- 5. Subcontractors, only with Engineer's approval or request, as pertinent to the agenda

D. Minimum Agenda:

- 1. Review and approve minutes of previous meetings.
- 2. Review progress of Work since last meeting.
- 3. Review proposed 2 and 4 week construction schedule.
- 4. Note and identify problems which impede planned progress.
- 5. Develop corrective measures and procedures to regain planned schedule.
- 6. Revise construction schedule as indicated and plan progress during next work period.
- 7. Maintaining of quality and work standards.
- 8. Complete other current business.
- 9. Schedule next progress meeting.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

Requirements and procedures for submittals.

1.02 SCHEDULE

- A. Transmit submittals in accordance with approved Progress Schedule, and in such sequence to avoid delay in the Work or work of other contracts.
- B. Do not fabricate products or begin work that requires submittals until return of submittal with Engineer acceptance.
- C. Identify the appropriate specification sections and parts on each submittal.

1.03 CONTRACTOR REVIEW

- A. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.
- B. Contractor's submittal review shall include coordination as described in other Sections.
- C. Sign each sheet of shop drawings and product data, and each sample; label to certify compliance with requirements of Contract Documents. <u>Notify Engineer of any deviations from requirements of Contract Documents in writing at time of submittal.</u>
- D. Identify the relevant specification sections and parts on each submittal.

1.04 SUBMITTAL REQUIREMENTS

- A. Apply Contractor's stamp, signed certifying to review and approval, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of Work and Contract Documents.
- B. Number each submittal sequentially beginning with 001. Each submittal shall describe only one product or equipment. Re-submittals shall use the same number identifier with a letter suffix; e.g. 001A. Submittals shall identify the relevant Specifications Section(s).

- C. Coordinate submittals into logical groupings to facilitate interrelation of the several items:
 - 1. Finishes that involve Engineer selection of colors, textures, or patterns.
 - 2. Associated items that require correlation for efficient function or for installation.
- D. Submit under transmittal letter. Identify Project by title and number.
- E. If any submittal requires more than three reviews (normally an original and two resubmittals), the Engineer may charge the Contractor for additional review time based on his actual incurred time and expenses. These charges shall be summarized for the Contractor and deducted from the Contractor's next pay request.
- F. The Contractor may expect most submittals to be reviewed within 21 calendar days following receipt of the submittal. Certain submittals such as Owner color selection or instrumentation may require a longer review time.
- G. The submission of submittals will be by email subject to the requirements noted below. Before the first electronic submittal, the Contractor must meet with the Engineer to review the format and protocols for such submittals.
 - Any digital file submittal or re-submittal must be complete in every respect. Any digital file submittal must include only one piece of material or equipment.
- H. In the event that digital transmission of submittals is not used or allowed, then email shall <u>not</u> be used for transmission of the following submittals: (a) construction schedules, (b) electrical submittals, (c) instrumentation submittals, (d) structural submittals, (e) any submittal over one page in length and (f) any submittal in color. For non-digital submittals, provide the hard copies as noted in Article 1.05 below.
- I. Provide submittals on the following items and as required by the Contract Documents:
 - 1. Piping, valves, fittings, flange adapters, pipe supports and pipe appurtenances.
 - 2. Storm drainage pipe, structures, and castings.
 - 3. Concrete, reinforcing steel, grout and miscellaneous metal.
 - 4. Asbestos concrete pipe and material qualifications, plans, permits, etc.
 - 5. Other permits and test results.
 - 6. Temporary measures and shut-down plans; refer to Sections 01110 and 01140.

1.05 SCHEDULE OF SUBMITTALS

- A. Submit copies of Preliminary Schedule of Submittals prior to the Preconstruction Conference.
- B. Within 10 days after Preconstruction Conference, submit the revised copies of Schedule of Submittals.

1.06 PROGRESS SCHEDULES

Submit progress schedules in accordance with Contract documents.

1.07 SHOP DRAWINGS

- A. Present in a clear and thorough manner. Title each drawing with Project name and number. Transmittal letter shall reference item as listed on Submittal Schedule.
- B. Identify each element of drawings by reference to sheet number and specification section of Contract Documents.
- C. Identify field dimensions; show relation to adjacent or critical features or Work or products.
- D. Submit outline of manufacturer's representative services with Shop Drawings. Outline of manufacturer's representative services shall include man-hours or mandays of service to be provided for each of the following:
 - 1. Minimum man-hours or man-days of service to be provided for installation inspection, assistance, and certification.
 - 2. Minimum man-hours or man-days of service to be provided for functional testing and start-up.
 - 3. Minimum man-hours or man-days of service to be provided for training Owner's operation and maintenance personnel.
 - 4. Outline of manufacturer's representative services shall identify services and minimum man-hours, or minimum man-days, to be provided by factory representative and by equipment supplier, or distributor.
- E. Provide a Spare Parts List including both the spare parts recommended by the equipment manufacturer for the first year of service and any spare parts specified in the individual specification sections.

1.08 PRODUCT DATA

- A. Submit only pages that are pertinent. Mark or highlight each copy of standard printed data to identify pertinent products. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.

1.09 SAMPLES

A. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Owner selection.

- B. Submit samples to illustrate functional characteristics of products, including parts and attachments.
- C. Approved samples that may be used in the Work are indicated in the Specification section.
- D. Label each sample with identification required for transmittal letter.
- E. Provide field samples of finishes at Project, at location acceptable to Engineer, as required by individual Specifications section. Install each sample complete and finished. Acceptable finishes in place may be retained in completed work.
- F. Accepted samples shall establish the standards by which the completed Work will be judged.

1.10 TEST REPORTS

Submit test reports as specified in Section 01430 – Materials Testing

1.11 REQUESTS

If there are any questions about interpretations of plans, specifications or Contract Documents, the Contractor may submit a written request for information or a request for clarification to the Engineer.

1.12 RESUBMITTAL

- A. Make resubmittals under procedures specified for initial submittals; identify changes made since previous submittal.
- B. Identify resubmittal as a resubmittal and reference previous submittal.
- C. Identify changes made since previous submittal.

1.13 DISTRIBUTION

- A. Distribute reproductions of shop drawings, copies of product data, samples, substitutions and other submittals which bear Engineer's review stamp, to job site file, Record Documents file, subcontractors, suppliers, and other entities requiring information.
- B. Instruct recipients to promptly report any inability to comply with provisions.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

Requirements and procedures for obtaining permits and complying with permits.

1.02 PERMITS

- A. Contractor will obtain City, State and Federal permits not obtained by City, including but not limited to, South Florida Water Management District dewatering permits, right-of-way permits, burning permits, tree removal permits, excavation permits, demolition permits and Florida Dept. of Environmental Protection NPDES Stormwater Pollution Prevention Plan.
- B. The Contractor must file a minimum of 48 hours prior to start of construction a Notice of Intent with the DEP.
- C. Contractor shall schedule and document all inspections and re-inspections (if needed) required by permitting agencies.
- D. City will obtain the DEP engineering approvals including AC pipe and material disposal permits.

E. Documents:

- 1. City will furnish signed and sealed sets of Contract Documents for permit applications.
- 2. City will furnish copies of permits obtained by City and required to be posted on the job site. Copies of permits will be forwarded to Contractor prior to start of construction.
- Contractor shall furnish copies of permits obtained by the Contractor.
 Forward copies of permits to the City prior to commencement of work requiring permits.

1.03 CODES AND ORDINANCES

- A. Codes applicable to this project include, but are not necessarily limited to, the following:
 - Standard building codes as applicable.
 - 2. <u>Title 29, Part 1926, Construction Safety and Health Regulations</u>, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

- 3. <u>Title 29, Part 1910, Occupational Safety and Health Standards</u>, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- 4. Accessibility Requirements Manual, Department of Community Affairs, Florida Board of Building Codes and Standards.
- 5. The Americans with Disabilities Act (ADA) 1990 36 CFR Part 1191 Architectural and Transportation Barriers Compliance Requirements.
- 6. NFPA 101 Life Safety Code, Latest Edition.
- 7. Standard Fire Prevention Code, Latest Edition.
- 8. State Fire Marshal's Uniform Fire Safety Rules.
- B. All materials and workmanship shall confirm to local city or county ordinances.
- C. If there is a conflict in regulations, codes, or regulations and codes, the more stringent requirements shall govern.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.01 VERIFICATION AND CONFORMANCE

A. Conform to all requirements of all permits.

REFERENCE STANDARDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

Description of reference standards and requirements relative to reference standards.

1.02 QUALITY CONTROL

For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

1.03 REFERENCE PUBLICATIONS

- A. The date of reference publications shall be the latest in effect at the time of the award of Contract.
- B. Reporting and resolving discrepancies relative to reference publications shall be as specified in the General Conditions and Division 1 of the specifications.
- C. Document precedence shall be as specified in the General Conditions.

1.04 SCHEDULE OF STANDARDS ORGANIZATIONS

AA Aluminum Association

AAMA Architectural Aluminum Manufacturer's Association

AAN American Association of Nurserymen, Inc.

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

ACPA American Concrete Pipe Association

AFBMA Anti-Friction Bearing Manufacturer's Association, Inc.

AGC Associated General Contractors of America

AGMA American Gear Manufacturer's Association

AHDGA American Hot Dip Galvanizers Association

Al Asphalt Institute

AIA American Institute of Architects

AISC American Institute of Steel Construction

AISI American Iron and Steel Institute

AITC American Institute of Timber Construction

AMCA Air Moving and Conditioning Association

ANSI American National Standards Institute

APA American Plywood Association

API American Petroleum Institute

APHA American Public Health Association

APWA American Public Works Association

AREA American Railway Engineering Association

ASA Acoustical Society of America

ASAE American Society of Agricultural Engineers

ASCE American Society of Civil Engineers

ASHRAE American Society of Heating, Refrigerating, and Air-Conditioning

Engineers

ASLE American Society of Lubricating Engineers

ASME American Society of Mechanical Engineers

ASMM Architectural Sheet Metal Manual

ASTM American Society for Testing and Materials

AWPA American Wood-Preservers' Association

AWPI American Wood Preservers Institute

AWWA American Water Works Association

AWS American Welding Society

BHMA Builders Hardware Manufacturer's Association

CMA Concrete Masonry Association

CRSI Concrete Reinforcing Steel Institute

DEP Florida Department of Environmental Protection

DIPRA Ductile Iron Pipe Research Association

EIA Electronic Industries Association

EJCDC Engineers' Joint Contract Documents Committee

EPA Environmental Protection Agency

ETL Electrical Test Laboratories

FDEP Florida Department of Environmental Protection

FDOT Florida Department of Transportation

FS Federal Specification General Services Administration Specification and

Consumer Information Distribution Section (WFSIS)

HI Hydraulic Institute

IEEE Institute of Electrical and Electronics Engineers

IES Illuminating Engineering Society

IMIAC International Masonry Industry All-Weather Council

IPCEA Insulated Power Cable Engineers Association

ISA Instrument Society of America

ISO International Organization for Standardization

MBMA Metal Building Manufacturer's Association

MTI Marine Testing Institute

NAAMM National Association of Architectural Metal Manufacturers

NACE National Association of Corrosion Engineers

NBS National Bureau of Standards

NEC National Electric Code

NEMA National Electrical Manufacturers' Association

NFPA National Fire Protection Association

NRCA National Roofing Contractor's Association

OSHA Occupational Safety and Health Administration, Federal Department of

Labor

PCA Portland Cement Association

SBC Standard Building Code

SDI Steel Door Institute

SJI Steel Joist Institute

SMACCNA Sheet Metal and Air Conditioning Contractors National Association

SSPC Steel Structures Painting Council

UL Underwriter's Laboratories, Inc.

WEF Water Environment Federation

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

MATERIALS TESTING

PART 1 - GENERAL

1.01 SECTION INCLUDES

Requirements and procedures for testing laboratory services.

1.02 REFERENCES

- A. General: as specified in Section 01420 Reference Standards.
- B. ANSI/ASTM Standards
 - ANSI/ASTM D3740 Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
 - 2. ANSI/ASTM E329 Practice for Inspection and Testing Agencies for Concrete, Steel, Bituminous Materials as Used in Construction
- C. FDOT Standards and Specifications

1.03 SELECTION AND PAYMENT

- A. The Contractor shall employ services of one or more independent testing laboratories to perform specified inspection and testing.
- B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.04 QUALITY ASSURANCE

- A. Standards: Comply with requirements of ANSI/ASTM E329 and ANSI/ASTM D3740.
- B. Laboratory: Authorized to operate in State in which Project is located.
- C. Laboratory Staff: Maintain a full time Registered Professional Engineer on staff to review services.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to either National Bureau of Standards (NBS) Standards or accepted values of natural physical constants.

1.05 LABORATORY RESPONSIBILITIES

- A. Test samples submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- C. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
- F. Perform additional inspections and tests required by Engineer.
- G. Attend preconstruction conferences and progress meetings as appropriate.

1.06 LABORATORY REPORTS

- A. After each inspection and test, the laboratory shall promptly submit three (3) copies of laboratory report to Engineer, Contractor and County.
- B. Report shall include:
 - 1. Date issued.
 - 2. Project title and number,
 - 3. Name of inspector or technician,
 - 4. Date and time of sampling or inspection,
 - 5. Identification of product and Specifications section,
 - 6. Location in the Project,
 - 7. Type of inspection or test,
 - 8. Date of test,
 - 9. Results of tests,
 - Conformance with Contract Documents.
- C. When requested by Engineer, provide interpretation of test results.

1.08 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.

- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the Work.

1.09 CONTRACTOR RESPONSIBILITIES

- A. Deliver to laboratory, at designated location, adequate samples of proposed materials that require testing, along with proposed design data as required.
- B. Cooperate with laboratory personnel, and provide access to the Work.
- C. Provide incidental labor and facilities to provide access to Work to be tested, to obtain and handle samples at the site or at source of Products to be tested, to facilitate tests and inspections, storage and curing of test samples.
- D. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
- E. Payment for testing and laboratory services.

1.10 SCHEDULE OF INSPECTIONS AND TESTS

As specified in individual Product Specification sections

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

COLOR AUDIO-VIDEO PRECONSTRUCTION RECORD

PART 1 - GENERAL

1.01 SCOPE

Prior to commencing overall work, the Contractor shall take a continuous color audiovideo digital recording of the Project site to serve as a record of pre-construction conditions. At each stage of construction, additional video recording of specific work areas shall be required.

1.02 APPROVAL

No construction shall begin prior to review and approval by Engineer of the video recording covering overall construction area and specific work areas. The Engineer shall have authority to reject all or any portion of the recording not conforming to specifications and order that it be done again at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified. The Engineer shall designate those areas, if any, to be omitted from or added to the audio-video coverage. Recordings shall not be made more than 60 days prior to construction in any area. All recordings and written records shall become property of the City. Prior to video recording, there will be a meeting between Engineer, Contractor and electrographer.

1.03 PROFESSIONAL ELECTROGRAPHERS

Engage the services of a professional electrographer. The color audio-video recording shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video documentation. The electrographer shall furnish to Engineer a list of names and addresses of two references that electrographer has performed color audio-video recording for projects of a similar nature.

PART 2 - PRODUCTS

2.01 AUDIO-VIDEO

Audio-video recording shall be electronically transmitted. No flash drive submittals shall be accepted. The Contractor shall submit the recording for review and approval.

2.02 EQUIPMENT

A. Furnish all equipment, accessories, materials, and labor to perform this service. The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity and be free from distortion and interruptions. B. The color video camera used in the recording system shall have a horizontal resolution of 300 lines at center, a luminance signal to noise ratio of 45 dB and a minimum illumination requirement of 25 foot-candles.

PART 3 - EXECUTION

3.01 SCHEDULING

No recording shall be done during precipitation, mist, or fog. Recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

3.02 RECORDED INFORMATION – AUDIO

Each recording shall begin with current date, project name and Owner and followed by general location, i.e., viewing side and direction of progress. Audio track shall consist of an original live recording. Recording shall contain the narrative commentary of electrographer, recorded simultaneously with his fixed elevation video record of the zone of influence of construction.

3.03 RECORDED INFORMATION - VIDEO

All video recordings must, by electronic means, display continuously and simultaneously generated with the actual taping transparent digital information to include the date and time of recording, and station numbers as shown on the Drawings. Date information shall contain the month, day, and year. Time information shall contain the hour, minutes, and seconds. Additional information shall be displayed periodically. Such information shall include but not be limited to project name, contract number, name of street or structure, direction of travel and view. This transparent information shall appear on the extreme upper left hand third of the screen.

3.04 AREA OF COVERAGE

- A. Recorded coverage shall include all surface features located within the zone of construction supported by appropriate audio coverage. Such coverage shall include special attention to existing driveways, sidewalks, curbs, pavements, structures, exposed piping, electrical and control devices, landscaping, culverts, fences, signs, and headwalls within the area covered.
- B. When a conventional wheeled vehicle is appropriate for use, distance from the camera lens to the ground shall not be less than twelve feet. Rate of speed in the general direction of travel of the vehicle used during recording shall not exceed 15 feet per minute. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object. Tape coverage may be required in areas not accessible by vehicles. Such coverage shall be obtained by walking or special conveyance approved by the Engineer.

TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

Requirements for temporary utilities.

1.02 TEMPORARY SERVICES

- A. Each temporary service shall meet the requirements of the utility having authority over the temporary service. Provide metering and isolation to meet requirements of utility authority over temporary service.
- B. Obtain permission of utility having authority over temporary service prior to connecting temporary service.
- C. Remove temporary services after temporary services are no longer needed for construction operations, site security, field offices, or testing. Restore to preconstruction condition.

1.03 APPLICATION AND PAYMENT FOR TEMPORARY SERVICES

- A. Make applications and arrangements and pay all fees and charges for temporary electrical, potable water, non-potable water, sanitary and telephone services.
- B. Provide and pay for temporary generators, pumps, wiring, switches, piping, connections, meters, and appurtenances for temporary utilities.

1.04 ELECTRICITY, LIGHTING

- A. Provide temporary electrical service, or services, for the following:
 - 1. Power tools for construction operations.
 - 2. Construction lighting.
 - Security lighting.
 - Field offices and sheds.
 - 5. Testing specified in individual Sections.
- B. Provide construction lighting as required for the following:
 - Prosecution of Work:
 - 2. Observation of Work by Engineer, Owner, and regulatory authorities;
 - 3. Access to facilities occupied by Owner within project site.

C. Wiring for Temporary Electrical Services

- 1. Properly install and maintain wiring for temporary lighting and power.
- 2. Provide separate circuits for temporary lighting and for temporary power.
- 3. Provide branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords.
- 4. Securely fasten wiring and electrical devices.
- 5. Temporary lighting and power facilities shall meet the requirements of OSHA Safety and Health Standards for Construction.

1.05 WATER

- A. Provide temporary water services for the following:
 - 1. Potable water or non-potable water for construction operations.
 - 2. Potable water for consumption by Contractor's and subcontractors' personnel.
- B. Piping for Temporary Water Services
 - 1. Provide pipe, fittings, valves, and hydrants for temporary water service, or services.
 - Provide temporary pumps, storage tanks, and controls if available water volume, pressure, or volume and pressure are not sufficient for construction operations.
 - 3. Extend branch piping with outlets located so that water is available by use of hoses.
 - Securely anchor and support temporary water piping.
 - 5. Provide warning signs at each temporary non-potable water outlet.

1.06 SANITARY FACILITIES

- A. Provide sanitary facilities (fixed toilets or portable chemical toilets) for Contractor's and subcontractor personnel.
- B. Sanitary Facilities for Contractor's and Subcontractor Personnel shall meet the requirements of OSHA Safety and Health Standards for Construction.
- C. Seclude sanitary facilities from public observation as follows:
 - 1. Locate sanitary facilities so that sanitary facilities cannot be observed by public, or
 - 2. Provide screening around sanitary facilities so that public cannot observe sanitary facilities.
- D. Maintain sanitary facilities so that sanitary facilities are clean and dry at all times.
- E. Enforce use of sanitary facilities. Do not commit nuisances on the project site.

1.07 HEAT, VENTILATION, AND AIR CONDITIONING

- A. Provide temporary heat, ventilation, and air conditioning for the following:
 - 1. Construction operations.
 - 2. Protection, drying, and curing of materials and finishes.
 - 3. Field offices and sheds.
- B. Temporary heat and ventilation for construction operations shall meet the requirements of OSHA Safety and Health Standards for Construction.

1.08 TELEPHONE SERVICE

- A. Provide temporary, land line or cellular telephone service for the following:
 - 1. Communications regarding construction operations.
 - 2. Emergency services.
 - 3. Field offices.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

FIELD ENGINEERING

PART 1 - GENERAL

1.01 SECTION INCLUDES

Surveying services required for proper layout of work and record information.

1.02 QUALITY CONTROL

A Land Surveyor: Registered in the State of Florida and acceptable to Engineer shall be used for layout of all process piping, layout of building footprints and all Record Drawing information. Refer to Section 01781 – Project Record Documents.

1.03 SUBMITTALS

- A. Submit name, address, and telephone number of Registered Land Surveyor to the Engineer before starting work.
- B. On request, submit documentation verifying accuracy of survey work for project boundary and vertical and horizontal control.
- C. Submit certificate signed by Surveyor with Project Record Documents certifying that elevations and locations of improvements are in conformance, or nonconformance, with Contract Documents.

1.04 PROJECT RECORD DOCUMENTS

- A. Maintain complete, accurate log of control and survey work as it progresses.
- B. Maintain one set of plans that all record drawing information is kept on. These plans shall show the record information within one week of installation of work or information being made available. Record Drawings will be available for review by the Engineer at any time during the normal work day.
- C. Submit Record Documents and Drawings as specified in the City of Marco Island Utilities Department Manual of Standards and Specifications.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer of any discrepancies discovered.

3.02 SURVEY REFERENCE POINTS

- A. Protect survey control points prior to starting site work; preserve permanent reference points during construction. Make no changes without prior written notice to Engineer.
- B. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons. Replace dislocated survey control points based on original survey control.

3.03 SURVEY REQUIREMENTS

- A. Engineer shall provide one bench mark for vertical control and horizontal control during construction. Contractor shall be responsible for laying out the work, shall protect and preserve the established bench mark and shall make no changes or relocations without prior approval of Owner. Contractor shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.
- B. Contractor shall establish line and levels, locate and lay out by instrumentation and similar appropriate means:
 - Site improvements, including pavements, stakes for grading, fill and topsoil
 placement, utility locations, slopes, and invert, or centerline, elevations.
 Submit cut sheets for gravity sewers to Engineer three days prior to
 construction.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, and ground floor elevations.
 - 4. Piping locations, slopes, and invert, or centerline, elevations.
- C. Periodically verify layouts by same means.
- D. Contractor shall provide horizontal and vertical record locations of improvements as specified in Section 001781 – Project Record Documents and shall include the following:
 - 1. Corner coordinates of rectangular or square buildings, structures, and tanks.
 - 2. Center coordinates of circular buildings, structures, and tanks.

- 3. Building floor elevations.
- 4. Floor elevations of structures and tanks as required to define floor slope.
- 5. Top elevations of structures and tanks.
- 6. Channel floor elevations at each change in slope.
- 7. Channel top elevations.
- Manhole center coordinates for sanitary sewers, storm sewers, and electrical duct banks.
- 9. Pipe coordinates at changes in direction.
- 10. Coordinates of buried valves, tees and fittings.
- 11. All underground piping invert or centerline elevations including at changes in slope. (Maximum of 50 feet on center.)
- 12. All underground pipe invert or centerline elevations at tees and crosses.
- 13. Pipe invert, or centerline, elevations at crossing with other pipe.
- 14. Invert, or centerline, elevations and coordinates of existing pipe at crossing with underground pipe installed under this project.
- 15. Invert elevations of manhole pipe inlets and outlets.
- 16. Duct bank coordinates at changes in direction.
- 17. Top and bottom elevations of duct banks at manholes and handholes.
- 18. Other horizontal and vertical record data pertinent to completed Work.
- E. Ground surface record/information shall include the following:
 - 1. Spot elevations should be shown at a minimum 100-foot rectangular grid, sufficient to show all the important topographic features.
 - 2. Drainage swales.
 - 3. All elevations shown on the construction drawings shall be confirmed or amended on the Project Record Drawings if finished elevations are different.

END OF SECTION

SECTION 01781

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

Requirements for preparation, maintenance and submittal of project record documents. The Contractor's attention is specifically directed to Part 3.02.B of this Section.

1.02 SUBMITTALS

- A. General: as specified in Section 1330 Submittals
- B. At Contract close out, deliver one copy of record documents to Engineer.

1.03 REQUIREMENTS

Contractor shall maintain at the site for the Owner one record copy of:

- A. Drawings
- B. Specifications
- C. Addenda
- D. Change orders and other modifications to the Contract
- E. Engineer's field orders or written instructions
- F. Approved shop drawings, working drawings and samples
- G. Field test records
- H. Construction photographs
- Detailed Progress Schedule

PART 2 – PRODUCTS (not used)

PART 3 - EXECUTION

3.01 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Project record documents shall be stored in Contractor's field office or other location approved by the OWNER apart from documents used for construction
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

C. Make documents and samples available at all times for inspection by the Engineer and/or Owner.

3.02 RECORDING

A. General

- 1. Label each document "PROJECT RECORD" in neat, large printed letters.
- 2. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- 3. Record information in red ink.

B. Record Drawings

- Record information on Drawings shall be as specified in Section 01541

 Field Engineering. The Record Drawings require certification of all as-built information, including vertical and horizontal data, for above and below ground improvements by a Florida Registered Land Surveyor.
- 2. Drawings shall indicate all deviations from Contract Drawings including:
 - a) Field changes of dimension and detail
 - b) Changes made by Change Order
 - c) Details, utilities, piping or structures not on original Contract Drawings.
 - d) Equipment and piping relocations.

C. Specifications and Addenda

Legibly mark each Section to record:

- 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
- 2. Changes made by Field Order or Change Order.

D. Shop Drawings

- 1. Keep one copy of the final, approved shop drawing with the Record Documents. Do not keep previously rejected submittals unless they are necessary to complete the submittal.
- 2. Record documents should include all shop drawing information submitted. Additional information submitted during the Engineer's review process should be filed with the appropriate submittal.

END OF SECTION

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUPPLEMENTAL SPECIFICATION PACKAGE

Following is a copy of the FDOT Supplemental Specification Package for the project.



SPECIFICATIONS PACKAGE
Contract Number:
FINANCIAL PROJECT ID(S).448127-1-58-01
FEDERAL FUNDS
DISTRICT ONE
COLLIER COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the FY 2025-26 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are 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 _David Schmitt, P.E._ on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date:	March 13, 2025
State of Florida,	
Professional Engineer, License No.:	41671
Firm/Agency Name:	Bowman
Firm/Agency Address:	6200 Whiskey Creek Dr.
City, State, Zip Code:	Fort Myers, Fl. 33919
Page(s):	1-80



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LAP DIVISION 1 SPECIFICATIONS.

(REV 3-19-24) (FA 8-23-24) (FY 2025-26)

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Programs Manual (525-010-300) and the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-010-44)

SECTION 1 – DEFINITIONS AND TERMS.

Department Name: City of Marco Island

Engineer: David Schmitt

Contractor's Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the Plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

- 1. Registration as a Professional Engineer in the State of Florida.
- 2. The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

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SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders.

Except as noted below, prequalify with the Department to be eligible to bid. The Department publishes regulations covering prequalification of Bidders under separate cover.

The Department does not require the Bidder to be a prequalified Contractor if bidding construction contracts of \$250,000 or less, or if constructing buildings. In addition, at its sole discretion, the Department may waive prequalification requirements on contracts of \$500,000 or less.

For construction contracts requiring prequalification, file an application for qualification using the Department's online prequalification application system, giving detailed information with respect to financial resources, equipment, past record, personnel, and experience. For qualified applicants, the Department will issue a certificate fixing the types of work and the aggregate amount of work that the Department allows the prequalified Bidder to have under contract at any one time.

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

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

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

All prequalified Contractors bidding on any Contract must certify their total dollar amount of Work Underway and submit Form 375-020-39 or a spreadsheet in a similar format prior to submitting a bid. This information must be submitted at least once during the month the bid is due via the "Work Underway" link in the Contractor Pre-Qualification System.

SECTION 4 – SCOPE OF THE WORK.

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

4-3.1 General: The Engineer 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 Engineer. 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. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

- 1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
- 2. A major item of work is defined as an increase in excess of 125% or decreased below 75% of the original Contract quantity. The Department 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 Department 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 Engineer 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 Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer 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 Department 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 Department'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 Department, the Department 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 Department 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 Department.

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 Engineer may direct in writing that extra work be done and, at the Engineer'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 4-1		
Item	Rate	
FICA	Rate established by Law	
FUTA/SUTA	Rate established by Law	
Medical Insurance	Actual	
Holidays, Sick & Vacation	Actual	
benefits		
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	
*Common and in the Insurance is limite	d solely to General Liebility Coverage and does not include any other insurance coverage	

^{*}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 Engineer 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 4-1,

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 Engineer 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 Engineer 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" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate 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 Engineer 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 Department 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 Department 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 Department 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 Department, 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 Department 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 Department 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 Department 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 Department, 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, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department 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 Department 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 Department 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 Engineer. 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 Engineer 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 Engineer 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.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer'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 Department's approval of the document.

- **4-3.5 Extra Work:** Extra work authorized in writing by the Engineer 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 Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer 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 Engineer 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 Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

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

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department 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 Department in writing of any such potential impacts to utilities.

Department 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. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.
- 2. The Department will consider Proposals that would result in net savings to the Department 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. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credits to the Department for the work deleted.
- 3. The Department 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 Department'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 Department 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 Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.
- **4-3.9.2 Subcontractors:** The Department 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 Department or to accept or transmit subcontractor proposed Proposals to the Department.
- **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 Department 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 Department 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 Department 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 Department 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 Department and Peer reviews.
- 4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department 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 Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department 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 Engineer, 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 Department 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 Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. 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 Department 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 Contractors Engineer of Record for the Proposal design. The Department 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 Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department 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 Department. 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 Department. 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 Department'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 the Department'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 Department'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 Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) 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 Department projects.

Contractor shall hold harmless, indemnify and defend the Department 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 Department 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 Department 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 Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

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SECTION 5 – CONTROL OF THE WORK (FINAL ACCEPTANCE AND CLAIMS).

5-11 Final Acceptance.

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

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 Engineer, 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 Department 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 Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer 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 Engineer 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 Engineer 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 Department's final estimate.

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If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department 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 Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer 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 Department 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.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

- **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 Department 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 Engineer 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 Engineer 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 Engineer. If the Engineer 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 or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department 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 Department'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 Department 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 Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department'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 Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department 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 Engineer 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 (including supervisory personnel) 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 Engineer 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 Engineer 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 Engineer and be likewise entitled to receive the Department'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 Department 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 Engineer 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 Department'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 Department'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 Department 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 Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department'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 Department 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 Department'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 Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.
- 5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation,

Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department 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 Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, 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 Department'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 Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department 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 Department make available to the Department's auditors, or upon the Department's written request, submit at the Department'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.

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 Engineer may inspect and test any material, at points of production, distribution and use.
- 6-1.2 Sampling and Testing: Use the Department'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 Department.

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 Department.

- 6-1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the Engineer for qualification and use on Department projects. Testing will be as specified in the Contract Documents. The Department 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 Department 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 Department 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 Engineer 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 the Department's website at the following URL:

https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm. 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 Approved Product List: This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

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

1. Supporting documentation as required by the Specifications, Standard Plans, and APL approval process. A sample may be requested to verify the product, in accordance with the specifications.

2. A photograph displaying the product as shipped with

packaging.

3. A list displaying all components within the shipped

packaging, if applicable.

4. Installation instructions and materials, if applicable.

5. Product packaging or product labels as required by the

Specifications.

6. Construction material percentages and country source of

materials.

7. Last two manufacturing steps and country of

manufacture.

8. Manufacturer name and material designation (product name, product model/part number/style number, etc.) must be as identified on the product, product packaging, and product labels.

9. Applications must be signed by a legally responsible person employed by the manufacturer of the product.

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

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

evidence of inadequate performance of a product may result in removal of the product from the APL.

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

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 addenda thereto, at the time of bid opening.
- **6-2.3 Construction Aggregates:** Aggregates used on Department 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 Department may reject improperly stored materials.
- **6-3.2** Use of Right-of-Way for Storage: If the Engineer 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 Department or as specified in the Contract Documents. Provide any additional space required at no expense to the Department.
- **6-3.3 Responsibility for Stored Materials:** Accept responsibility for the protection of stored materials. The Department 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 Engineer 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 Department.

Do not use material that has been rejected, until the Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions of this Article, the Engineer 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 Engineer 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-

Upon approval of the Engineering Analysis Scope by the Engineer, 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 Engineer. 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:

7.

repair.

- 1. Written evidence of a previously approved comparable deficiency and its repair.
 - 2. Documented research demonstrating the effectiveness of the proposed
 - 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 Engineer'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. Allow for a 45 calendar day review period for all EARs 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. Allow for a 25 calendar day review period for all other items. The Engineer 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 (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

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

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

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

6-5.2 Source of Supply: Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL: https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm.

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

- 6-5.2.2 Manufactured Products: Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.
- 6-5.2.3 Construction Materials: Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.
- 6-5.2.4 Exemptions to Build America, Buy America: Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.
- 6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials: Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC.

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated October 23, 2023 is posted on the Department's website at the following URL address: <a href="https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa_1273_revised-10-23-23.pdf?sfvrsn=d7604d20_1

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

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

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 Engineer 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 Engineer'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 5B-64 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 Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the

Department 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 permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department 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/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f 2.

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 Engineer 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 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 Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department'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 Engineer 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.

7-1.7 Insecticides, Herbicides and Fertilizers:

7-1.7.1 Insecticides and Herbicides: Use products found on the following website, https://www.npirs.org/state/ approved by the Florida Department of Agriculture for the State of Florida. 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. Provide a copy of current certificates upon request, to the Engineer.

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, provide a copy of current certificates to the Engineer.

7-1.8 Compliance with Section 4(f) of the USDOT Act: 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 Engineer and provide a description of the proposed off-site activity, the 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 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 Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-7 Control of the Contractor's Equipment.

- **7-7.2 Overloaded Equipment:** Do not operate on any road, street or bridge including a Department 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 the Department or local authorities.

The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit.

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.

- 7-7.5 Contractor's Equipment on Bridge Structures: The Contractor's Engineer of Record shall analyze the effect of imposed loads on bridge structures, including Department owned temporary bridges, 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.
 - 4. Asphalt Milling Equipment:
 - a. In excess of 90,000 lbs crossing bridge structures.
- b. Less than 90,000 lbs crossing bridge structures listed on the overweight routing map CRN-2 located on the Office of Maintenance Over-Weight Dimension Permits website at https://www.fdot.gov/maintenance/owod-permit-documents#BlanketAttachments.

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 Department 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 Department's Record Set.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision	County	Associated Work
Number	-	
FL2025024	_Collier_	Highway
5		_mgnway_
or all reads to		

Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

7-24 Disadvantaged Business Enterprise Program.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1. Withholding monthly progress payments;
- 2. Assessing sanctions'
- 3. Liquidated damages; and/or
- 4. Disqualifying the Contractor from future bidding as non-responsible."

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

- 1. DBE Commitments at or before the Pre-Construction Conference.
- 2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

- 1. the procedures adopted to comply with these Specifications;
- 2. the number of subordinated Contracts on Department projects awarded

to DBEs;

- 3. the dollar value of the Contracts awarded to DBEs;
- 4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
 - 5. a description of the general categories of Contracts awarded to DBEs;

and

6. the specific efforts employed to identify and award Contracts to DBEs. Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and

equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

- 1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
- 2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.
- 3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- 4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.
- 5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.
- 6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
- 7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.
- 8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
- 9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
- 10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, the Contractor shall provide training aimed at developing full journeymen in a trade or job classification involved on all applicable roadway and bridge construction projects receiving federal funds.

The anticipated minimum number of trainees will be initially derived from construction contract calendar days and dollar value as represented within the provided Table 7-1. A final training goal will be determined at the Training Evaluation Meeting based upon the Department's consideration of all relevant factors including qualitative evidence in the form of contractor efforts to advance equal employment opportunity beyond mere compliance with legal obligations; the availability of eligible trainees; potential for effective training; contractor workforce; project location; type of work and work items; and contractor participation in other approved training or workforce development programs.

No trainees will be required for Federal-aid Contracts administered with a Contract Time allowance of less than 275 calendar days. When the Contract Time allowance is 275 calendar days or more, the estimated required number of trainees shown in Table 7-1, with all other relevant factors, be the basis in determining totals. The ability of the contractor to successfully achieve completion of required training goals is desired. From consideration of all criteria presented during the Training Evaluation Meeting, the District Contract Compliance Manager may adjust the minimum number of trainees regarding those totals.

Table 7-1		
Estimated Contract Values	Anticipated Required Trainees	
\$3,500,000 or less	0	
Over \$3,500,000 to \$7,500,000	2	
Over \$7,500,000 to \$12,000,000	3	
Over \$12,000,000 to \$20,000,000	4	
Over \$20,000,000 to \$30,000,000	6	
Over \$30,000,000 to \$40,000,000	8	
Over \$40,000,000 to \$60,000,000	10	
Over \$60,000,000 to \$75,000,000	12	
Over \$75,000,000 to \$90,000,000	14	
Over \$90,000,000 to \$100,000,000	15	
Over \$100,000,000 to \$125,000,000	17	
Over \$125,000,000 to \$150,000,000	20	
Over \$150,000,000 to \$175,000,000	22	
Over \$175,000,000 to \$200,000,000	25	
Over \$200,000,000* One additional trainee per \$10,000,000 additional Construction Contract amount		

Training and upgrading of minority, nonminority, women, and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, by conducting systematic and direct recruitment through public and private sources

likely to yield minorities and women trainees the Contractor shall make every effort to enroll candidates to the extent such individuals are located and available within a reasonable area of recruitment. This training is not intended, and shall not be used, to discriminate against any applicant or prevent access of, whether minority, nonminority, woman, or persons believed economically disadvantaged.

The intent of these provisions is to provide training in construction crafts rather than clerical 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 or General Laborer, may be permitted provided that significant and meaningful training plan is provided and approved by the District Contract Compliance Manager. Training as a Helper for any position, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The Contractor may incorporate the requirements of this Section, including responsibility for training a portion of trainees, in any such subcontract maintaining continued primary responsibility and satisfaction of requirements imposed by this Section.

The Department and the Contractor shall establish a training program which is tied to construction scope of work, length of operations, and satisfy all equal employment opportunity obligations of the Contractor. Other additionally recognized apprenticeship or training programs may be considered acceptable provided those are being administered in a manner consistent with the equal employment obligations of Federal-aid Highway Construction Contracts. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work with classifications covered by such programs.

The Department and Contractor shall determine the training goal, classification types and minimum total hours needed during the Trainee Evaluation Meeting. An On-the-Job Training Schedule indicating number of training candidates and appropriate Proficiency Standards for each classification must be submitted by the Contractor within ten days after the meeting for approval by the Department.

This schedule may be subject to change and a revised schedule shall be submitted for approval by the Department if any of the following occur:

- 1. Start date on the approved On-The-Job Training Schedule or Plan has been missed by 14 or more days.
- 2. Start date on the approved On-The-Job Training Schedule or Plan is accelerated to commence earlier than 14 or more days.
 - 3. A change in previously approved classifications.
 - 4. Replacement trainees are added due to voluntary or involuntary termination.

The Contractor is responsible for identifying qualified candidates for enrollment and feasibly 25% of trainees in each occupation are in their first year of training. To ensure eligibility, the Contractor should include 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 Department will gather additional information regarding the proposed Candidates' previous work experience, training, as well as understanding of the Onthe-Job Program and Proficiency Standards established for the classification.

The Trainee Enrollment and Notification of Personnel Action form is to be submitted fourteen days prior to the requested enrollment date. To be considered for enrollment, the proposed trainee candidate must meet the following criteria:

- 1. The candidate did not successfully complete a training course leading to journeyman status for the proposed classification.
- 2. The candidate did not gain sufficient experience by working in the proposed classification.
 - 3. The candidate was not hired as a journeyman in the proposed classification.
 - 4. The candidate is not currently enrolled in the On-the-Job Program.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the commencement 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 graduate works in the classification in which they were trained.

If an economically disadvantaged non-minority person is enrolled, such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department. The Contractor will be responsible for, and provided an opportunity to identify actions and steps taken in pursuance thereof, prior to a determination of compliance with this Section being assessed the Contractor.

The Contractor may only enroll a trainee in one active classification per instance prior to approval of an additional classification for that trainee on the same project unless approved by the District Contract Compliance Manager. At beginning of training, the Contractor shall furnish the trainee a copy of the scheduled program they will follow during the intended training period and upon completion, award certification indicating type and total hours satisfactorily achieved.

To complete training, the transfer of trainees from project to project and from district to district is permitted. This includes transfers between multiple projects which could include non-FDOT government projects (City, County, etc.) provided there is the existence of an agreement to monitor the OJT Trainees in accordance with the OJT Program with the contractor, FDOT and other participating agencies. A trainee is only allowed to be enrolled on the original project.

The Contractor shall generate, maintain and furnish the District Contract Compliance Manager with the Monthly Time Report reflecting known training hours apart from other work hours performed by each individual trainee as part of this Contract. The report shall be submitted no later than the tenth day of the subsequent month and identify proficiency occurring.

Graduation to journeyman status will be based upon satisfactory accomplishment of:

- 1. Proficiency Demonstration being achieved upon conclusion of training as established for the specific training classification.
 - 2. Completion of the minimum hours in a training classification range.
- 3. The employer's satisfaction that the trainee does meet journeyman status in the classification of training.

The Contractor shall furnish the following documentation to the Department within seven days of successfully demonstrating proficiency:

- 1. Trainee Enrollment and Notification of Personnel Action form.
- 2. Proficiency Demonstration Verification Form signed by representatives of both the Contractor and the Department as well as the trainee indicating successful completion of each Proficiency Standard established for the classification.

The Contractor shall submit to the Department a copy of the Trainee Enrollment and Notification of Personnel Action form no later than seven days after the effective date when the candidate is voluntarily or involuntarily terminated from the program.

When approved in advance, the Department provides the Contractor the opportunity to participate in "Voluntary On-the-Job Training Program for Banking". Banking Certificates will

be issued when the Contractor desires to preserve credit for a trainee. Further, if the Contractor or subcontractor requests to utilize banked trainees, the Banking Certificate will be validated allowing credit to the Contractor on a subsequent Federal-Aid Project. Banked credits of Prime Contractors working as Subcontractors may be accepted for credit. Voluntary On-the-Job Training Program for Banking can be considered under the following circumstances:

- 1. Federal-aid Projects Banking Certificates are issued for training of persons in excess of the required number of candidates based on the awarded Contract amount less items of work for which no training can be afforded.
- 2. State Funded Projects the Contractor will have the option to train employees on project for which On-the-Job Training Program mandates do not apply. However, the request to participate must be evaluated and will be considered if adequate Department staff are available to monitor compliance with the training criteria.

The following criteria will be used in determining if the Contractor has complied with the requirements of this specification:

- 1. Credit will be allowed for each trainee who satisfactorily completes training for the classification in which the trainee is enrolled.
- 2. Credit will be allowed for each trainee who continues training in the same job classification and who completes their training on a different contract.
- 3. Credit will be allowed for a trainee who is given the greatest practical amount of training on the contract; however, the trainee is unable to complete the training due to insufficient amount of work available in the classification.
- 4. Credit will be allowed for any position indicated in the approved On-the-Job Training Schedule or Plan, for which the Contractor can demonstrate that a good faith effort was made to provide training.
- 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.
- 6. Banking certificates may be redeemed within five (5) years of issuance. The issuance and redemption of banking certificates are tracked by each District and the EEO.
- 7. Earned banking credits are redeemed by presenting the original banking certificate to the DCCM of the district where the project on which the credit is to be applied.
- 8. A contractor utilizing banking credit(s) to fulfill agreed upon trainee requirement(s), must present the original banking certificate for redemption. If the contractor has determined at the TEM that banked credits will be used to meet trainee requirements, then the certificate(s) is submitted with the initial training schedule. A prime contractor working as a subcontractor to another prime, may redeem their earned banking certificates for the prime.
- 9. If the contractor subsequently determines to use banked credit(s) to meet trainee requirements, then the certificate(s) are submitted with the revised training schedule.

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

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.

SECTION 8 – PROSECUTION OF WORK.

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 written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

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

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

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

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 Engineer a Contract Schedule for the project. The Engineer 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 Engineer can readily identify the work and measure the progress on of each activity. Show each activity with a beginning work date, a duration, and a monetary value. 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 have been resolved. Incorporate in the Contract Schedule any utility work schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

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

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

Submit an updated Contract Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the Contract Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer 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 Engineer may withhold all Contract payments until the Engineer accepts the schedule.

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

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 Engineer may take action as prescribed below.

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 Department to perform work on any project described in the Contractor's Contract with the Department. Prior to approving a Consultant for Contractor Quality Control, the Contractor shall submit to the Department a Certificate from the proposed Consultant certifying that no conflict of interest exists.

Whenever the Engineer determines that any person employed by the Contractor is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the Engineer 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 Engineer. If the Contractor fails to remove such person or persons, the Engineer 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 Department, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

8-7.3 Adjusting Contract Time:

8-7.3.1 Increased Work: The Department 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 Department will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the Contract completion schedule.

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

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

The Department 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 Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations 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.

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

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

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays