

Attachment "B"
Specifications Package

September 28, 2020
PREPARED BY: Joe Griffith/ Christy Browning



SPECIFICATIONS PACKAGE
Contract Number: E2Z99
FINANCIAL PROJECT ID(S): 410221-3-72-15, 410221-4-72-10
CALENDAR DAYS: 365
DISTRICT TWO
DISTRICT WIDE COUNTY

The July 2020 Edition of the Florida Department of Transportation Standard Specifications is revised as follows: The work under this Contract consists of Perform routine bridge maintenance repairs in District 2.

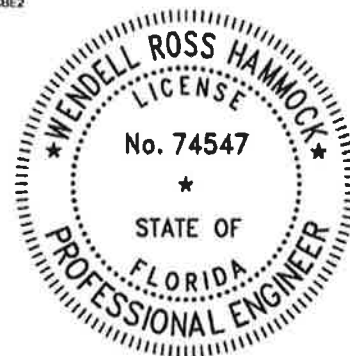
I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

This item has been digitally signed and sealed by Ross Hammock 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. **Wendell R Hammock**

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31



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SPECIAL PROVISIONS

DEFINITIONS AND TERMS.

(REV 3-9-18) (7-20)

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

Contract Documents.

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

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

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

Engineer.

The Director, Office of Maintenance, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

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

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

Plans.

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

In this contract, references to "the plans" mean the Department's Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents. When plans are included as part of this contract, references in this contract to "the

plans” mean such plans and the Department’s Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents.

ARTICLE 1-3 is expanded by the following:

Contract Term.

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

Contract Term Extension.

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

Work Document.

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

PROPOSAL REQUIREMENTS AND CONDITIONS – PREQUALIFICATION OF BIDDERS.

(REV 3-15-16) (7-20)

ARTICLE 2-1 is deleted and the following substituted:

2-1 Contractor Experience.

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

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

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

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

PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.
(REV 11-3-15) (FA 1-27-16) (7-20)

ARTICLE 2-4 is deleted and the following substituted:

2-4 Examination of Contract Documents and Site of Work.

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

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

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

Questions posted to this site before 5:00 P.M. (EST) on the seventh calendar day prior to the bid opening, or tenth calendar day prior to the December bid opening, will be responded to by the Department. For questions posted after these times, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact the Plans Review Specialist at (386) 961-7434.

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

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

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

AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT.
(REV 4-27-16) (7-20)

SUBARTICLE 3-2.2 is deleted.

**AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.
(REV 10-17-16) (FA 10-24-16) (7-20)**

ARTICLE 3-9 is expanded by the following:

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

**District 2
386-758-3727
D2prcustodian@dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025**

**SCOPE OF WORK – INTENT OF CONTRACT.
(REV 2-15-17) (7-20)**

ARTICLE 4-1 is deleted and the following substituted:

The work under this Contract consists of Perform routine bridge maintenance repairs in District 2.

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

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

**CONTROL OF THE WORK – WORK DOCUMENTS.
(REV 4-13-20) (7-20)**

ARTICLE 5-1 is expanded by the addition of the following new Sub article:

5-1.7 Work Documents: The Engineer will issue a Work Document to identify the location, description and amount of work to be accomplished. Respond and begin work within fourteen calendar days from receipt of the initial Work Document. The 14 calendar days begin on the date the Work Document is received in person, by email or fax. The initial Work Document may be issued with the Notice to Proceed. Notify the Engineer prior to beginning work on the project.

Respond and begin work within five working days of receipt of any subsequent Work Document, or on the date specified in the Work Document. For renewed contracts, respond to and begin work within five working days of receipt of all Work Documents or on the date specified in the Work Document.

Charging of Work Document time will begin on the actual day that work begins at the site, but no later than:

1. the 14th calendar day from receipt of the initial Work Document; or
2. the 5th working day from receipt of any subsequent Work Document; or
3. the "start date" identified in a Work Document (as described above) that is applicable to the specific Work Document issued.

If the Contractor does not begin work by the end of the day specified in in this Sub article, or if the assignment of work in the Work Document is not complete within the number of days stipulated in the Work Document, then the Contractor and the Department agree that the Department will assess the Contractor, per day, not as a penalty but as liquidated damages, 1% of the total Work Document amount or the amount shown in Sub article 8-10.2 (Amount of Liquidated Damages), whichever is less.

The Engineer will issue Work Documents for locations that represent a minimum of one day's work; however, priority Work Documents may not necessarily represent one day's work. All work locations will be described with geographical or landmark reference points that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions to minimize the Contractor's travel requirements.

Upon completion of the assigned work, notify the Engineer and certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be inspected by the Engineer to verify quantity and quality for final acceptance of the Work Document.

Immediately notify the Engineer when work is delayed by any factor eligible for a time extension in accordance with 8-7.3.2. Time extensions granted by the Department extend both the Work Document time and the Contract Time.

Should inclement weather limit or stop the work, immediately notify the Engineer of work stoppage. The end date of a Work Document may be extended by the Engineer for reason of inclement weather or other unforeseen circumstances, when timely notice is provided by the Contractor.

Schedule work in a manner that prevents delays, stoppages and rework.

ARTICLE 5-8 is deleted and the following substituted:

5-8 Contractor's Supervision.

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

Provide notification of work progress at daily or weekly intervals as directed by the Engineer.

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

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

5-8.3 Supervision for Emergencies: Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. At the pre-work conference, provide the phone numbers and names of personnel designated to be contacted in cases of emergencies.

SUBARTICLE 5-10.2 is expanded by the following:

Upon completion of the work and before final payment is made, remove from the job site any surplus materials or waste, and restore the job site area to conditions acceptable to the Engineer.

ARTICLE 5-11 is deleted and the following substituted:

5-11 Final Acceptance.

Upon completion and acceptance of all Work Documents for the contract, the Engineer will provide the Contractor a written Notice of Beginning and Completion of Maintenance Projects.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WORK OR STRUCTURES IN NAVIGABLE WATERS OF THE U.S., WATERS OF THE U.S. AND WATERS OF THE STATE (DISCHARGE TO).

(REV 6-9-15) (FA 7-22-15) (7-20)

SUBARTICLE 7-2.2 is expanded by the following:

The "State of Florida Department of Environmental Protection (DEP) Generic Permit for Stormwater Discharge from Large and Small Construction Activities" applies to this Contract. Obtain a copy of the permit through the Department's website and comply with the requirements of the permit. The URL for obtaining a copy of the permit is http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

In accordance with the requirements of the DEP generic permit, accept responsibility for the following:

(a) Preparation, execution and submission of DEP Generic Permit Notice of Intent (NOI) and payment of associated fee(s)

(b) Preparation and submission of Erosion Control Plan as outlined in Section 104

(c) Any Contractor initiated SWPPP modifications

(d) Performing inspections using a qualified inspector

(e) Completion of SWPPP construction inspection reports

(f) Executing associated certification forms provided by the Engineer

(g) Preparation, execution and submission of Notice of Termination (NOT) of the DEP Generic Permit coverage.

Use the SWPPP Construction Inspection Form provided by the Engineer to report all inspection findings and to document all corrective actions taken as a result of the inspection. Sign each inspection report and submit it weekly to the Engineer.

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

(REV 2-10-94) (7-20)

SUBARTICLE 7-11.5.3 is expanded by the following:

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

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

(REV 5-27-15) (7-20)

ARTICLE 7-14 is deleted and the following substituted:

7-14 Contractor's Responsibility for Work.

Until the Department's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

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

(REV 4-25-02) (FA 7-17-02) (7-20)

SECTION 7 is expanded by the following:

7-27 Equal Employment Opportunity Requirements.

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

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

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

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

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

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

Follow the following procedures:

1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
2. Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.
3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective

action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

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

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

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

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

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

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

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

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

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

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY. (REV 6-13-11) (FA 6-16-11) (7-20)

SECTION 7 is expanded by the following new Article:

7-29 E-Verify.

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

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
SCRUTINIZED COMPANIES.**

(REV 3-22-18) (7-20)

SECTION 7 is expanded by the following new Article:

7-30 Scrutinized Companies.

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

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

**PROSECUTION AND PROGRESS – SUBLETTING OR ASSIGNING OF CONTRACTS.
(REV 10-8-15) (7-20)**

ARTICLE 8-1 is deleted and the following substituted:

8-1 Subletting or Assigning of Contracts.

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

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

Execute all agreements to sublet work in writing and include all pertinent provisions, specifications and requirements of the Contract. Upon request, furnish the Department with a

copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective responsibilities and liabilities under the Contract and Contract Bond.

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

PROSECUTION AND PROGRESS.

(REV 5-18-17) (7-20)

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

8-2 Work Performed by Equipment Rental Agreement.

Rental agreements will not be considered subcontracts.

SUBARTICLE 8-3.2 is deleted.

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

The Department will issue the Notice to Proceed within 20 days, excluding Saturdays, Sundays and Holidays, after the Department's execution of the Contract.

SUBARTICLE 8-3.5 is deleted and the following substituted:

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

PROSECUTION AND PROGRESS - EQUIPMENT.

(REV 8-2-19) (7-20)

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

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

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

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

SUBARTICLE 8-5 is expanded by the following:

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

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

PROSECUTION AND PROGRESS – CONTRACT TIME AND TERM EXTENSIONS. (REV 8-25-17) (7-20)

SUBARTICLE 8-7.3.2 is deleted and the following substituted:

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

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

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

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

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

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

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

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

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

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

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

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

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

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

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

commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

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

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

ARTICLE 8-7 is expanded by the following new Sub article:

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

ARTICLE 8-8 is deleted and the following substituted:

8-8 Contractor Non-Responsibility.

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

The Department will review and rate the performance of each Contractor using the Contractor Field Performance Report. The Contractor will receive written notification of the

Field Performance Report and will be given an opportunity to resolve disputes concerning the rating.

SUBARTICLE 8-9.1 is deleted and the following substituted:

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

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

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

(c) performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable.

(d) discontinues the prosecution of the work or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so.

(e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily.

(f) allows any final judgment to stand against him unsatisfied for a period of ten calendar days.

(g) makes an assignment for the benefit of creditors.

(h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements.

(i) fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or

(j) for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.

(k) fails to comply with 3-9.

(l) fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

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

If the Contractor, after having received a prior notice described above for any reason stated in subparagraph (b), (c), (d), (e), (f) or (h), commits a second or subsequent act of default for any reason covered by the same subparagraph (b), (c), (d), (e), (f) or (h) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect or default and the

Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

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

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

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

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

SUBARTICLE 8-9.3 is deleted and the following substituted:

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

If, after the period of time specified by the Department and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the

Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

PROSECUTION AND PROGRESS – RENEWAL OPTION.

(REV 3-10-14) (7-20)

SECTION 8 is expanded by the addition of the following new Article:

8-13 Renewal Option.

This contract has a renewal option. Contracts may be renewed for a period(s) that may not exceed three years or the term of the original contract, whichever period is longer. This Contract will have 2 renewal periods of 12 months each. The renewal will be subject to the same unit bid prices and associated quantities as well as all other terms and conditions set forth in the original contract and the supplemental agreement(s) determined by the Engineer to continue into the renewal period. Renewals will be made at the sole discretion and option of the Department and must be agreed to in writing by both parties.

If the Department elects to renew this Contract, renewal is contingent upon the availability of funds and the satisfactory performance of the Contractor as determined by the Department.

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.

(REV 8-12-16) (7-20)

SUBARTICLE 9-2.1 is expanded as follows:

Request payment for work completed and accepted by the Department by submitting an invoice using the pay items and unit prices contained in the Contract. Include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date and the period that the invoice represents. If required by the Engineer, furnish photos of the completed work at each location with the invoice. Submit the invoice no more often than once every 28 days to the Engineer in charge of the project. Upon receipt and approval, payment will be made less an amount retained or withheld in the Contract.

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

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

SUBARTICLE 9-3.2 is deleted.

SUBARTICLE 9-3.3.1 is deleted and the following substituted:

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

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

SUBARTICLE 9-5.1 is deleted and the following substituted:

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

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

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

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

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

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

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

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-8 is deleted and the following substituted:

9-8 Acceptance and Final Payment.

Submit a completed Contractor's Affidavit and Surety Consent (Form 21-A) (Department Form Number 700-050-21) to the Department within 90 days of submittal of the final invoice. Failure to submit this form may result in a determination of Contractor Non-Responsibility under the provisions of 14-22.0141, F.A.C., and the Contractor will be prohibited from bidding, subcontracting, or acting as a material supplier on any Department contracts.

ARTICLE 9-9 is expanded by the following:

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

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

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

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

CONSTRUCTION EQUIPMENT - GENERAL REQUIREMENTS.
(REV 1-28-15) (7-20)

SUBARTICLE 100-1 is expanded by the following:

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

MOBILIZATION.

(REV 7-29-13) (7-20)

SUBARTICLE 101-2.1 is deleted and the following substituted:

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

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

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

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

MOBILIZATION – EMERGENCY MOBILIZATION.

(REV 12-2-14) (7-20)

ARTICLE 101-2 is expanded by the following:

101-2.4 Emergency Mobilization: Provide a contact 24-hours-per-day and 7-days-per-week (including all holidays) to receive and respond in person to verbal and/or written work directions for the duration of this Contract. This contact must be available to meet with the Engineer or designated representatives as needed or will be required to respond by telephone within 30 minutes of being notified. Advise the Engineer of any changes to the telephone number for the contact and require that contact to be available by phone or other methods pre-approved by the Engineer. After notification, report to the emergency work site location(s) within 4 hour(s) prepared to secure the site and begin working.

MAINTENANCE OF TRAFFIC.

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

SUBARTICLE 102-3.1 is deleted and the following substituted:

102-3.1 Contractor's Responsibility: Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of all temporary traffic control devices are ready for work to begin. Time ends when work has been completed. Notify the Engineer immediately when work has been completed. Travel time to and from the work site, as well as installation and removal of temporary traffic control devices is not included as

compensable time. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer.

SUBARTICLE 102-3.3 is deleted.

SUBARTICLE 102-5.4 is deleted and the following substituted:

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

ARTICLE 102-7 is expanded by the following:

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

SUBARTICLE 102-9.1 is deleted and the following substituted:

102-9 Temporary Traffic Control Devices.

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

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

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

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

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

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

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

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

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

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

SUBARTICLE 102-9.1.1 is deleted.

SUBARTICLE 102-9.17 is deleted and the following substituted:

102-9.17 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, install and maintain only those attenuators that meet the requirements of NCHRP 350 or the MASH.

Use truck mounted attenuators or trailer mounted attenuators, when called for in the Design Standards. Use attenuators listed on the APL.

When attenuators are called for, use either a truck mounted attenuator or a trailer mounted attenuator system designed and installed in accordance with the manufacturers recommendations.

Equip the attenuator cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual taillights, and brake lights. Ensure that lights are visible in both the raised and lowered positions if the unit is capable of being raised.

Install either alternating black with yellow or white with orange sheeting on the rear of trailer mounted attenuators and on truck mounted attenuators, in both the operating and raised position. Use Type III (work zone) or Type IV sheeting consisting of 4 or 6-inch-wide stripes installed to form chevrons that point upward. All sheeting except black shall be retroreflective.

Payment will be made per day when included in the Work Document or as directed by the Engineer. Payment includes all costs for materials, labor, tools, equipment and incidentals required for performing the work described in this Section.

SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item.

For this Contract, all pay items with unit "Each Day (ED)" and "Hour (HR)" will be defined as follows:

1. Time for "Each Day" will be calculated in 24-hour increments starting at the time specified in the Work Document.
2. "Hour" rates will be paid in increments of 1 hour, rounded up to the hour.

ARTICLE 102-11 is expanded by the following new Sub articles:

102-11.23 MOT Maintenance Services: The quantity to be paid will be the number of hours that MOT duties are performed, beginning when setup is complete to the initiation of takedown.

102-11.25 Truck Mounted Attenuator: The quantity to be paid will be the number of days, per day, regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

ARTICLE 102-13.1 is deleted and the following substituted:

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

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

SUBARTICLE 13.23 is deleted and the following substituted:

102-13.23 MOT Maintenance Services: Price and payment will be full compensation for work performed.

102-13.24 Truck Mounted Attenuator: Price and payment will be full compensation for providing truck mounted attenuators each day regardless of the number of locations work is performed at each site.

102-13.25 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

CLEARING AND GRUBBING — CLEANING INTERIOR OF SEGMENTAL BOX GIRDER SPAN.
(REV 8-23-17)

ARTICLE 110-2 is expanded by the following new Sub article:

110-2.5 Cleaning Interior of Segmental Box Girder Span: Remove and dispose of material and all debris (pigeon droppings, etc.) up to a maximum of 1,125 square feet per each interior of segmental box girder span. Meet all OSHA requirement for worker safety and all Federal, State, and Local Rules and Regulations. Check and monitor air in the girder before entering and until work is completed. Any access that is fastened or welded must be restored to its original state on completion of work.

ARTICLE 110-11 is expanded by the following new Sub article:

110-11.9 Cleaning interior of Segmental Box Girder Span: The quantity to be paid will be the area, in square feet, of box girder span interior cleaned.

Article 110-12.8 is deleted and the following substituted:

110-12.8 Cleaning Interior of Segmental Box Girder Span: Price and payment will be full compensation for the labor, materials and equipment required to complete the work.

110-9 Payment: Payment will be made in accordance with the pay items listed in the bid price proposal.

PORTLAND CEMENT CONCRETE.
(REV 9-6-17)

SUBARTICLE 346-2.2 is expanded by the following:

Provide a rapid-hardening material for all deck repairs. The type of cement used must reach compressive strength of 3000 psi in two hours.

CONCRETE STRUCTURES — CONCRETE SURFACES
CLEANING. (REV 9-6-17)

SUBARTICLE 400-22.6 is deleted and the following substituted:

400-22.6 Cleaning and Coating Concrete Surfaces: The quantity to be paid for will be the total area, in square feet, of concrete surface cleaned. Cleaning will be above water on structures and from roadway and shoulder.

ARTICLE 458-2 is expanded by the following new Sub article:

458-2.7 Hot Pour: Furnish hot poured material for joints meeting the requirements of Sub article 932-1.

ARTICLE 458-4 is expanded by the following new Sub article:

458-4.6 Hot Pour Joint: Remove all existing joint-sealing material and foreign material for the full depth of the new joint seal by sawing or other methods approved by the Engineer. Immediately prior to joint seal installation, clean the joints using compressed air to remove all traces of debris and dust within and on the joint surfaces.

ARTICLE 458-5 is deleted and the following substituted:

458-5 Method of Measurement.

The poured joint without backer rod will be incidental to the concrete work and included in the cost of the concrete. Poured joints with backer rod, strip seal joints, and modular expansion joints will be the length of each type of joint constructed and accepted.

SUBARTICLE 458-6.2 is deleted and the following is substituted:

458.6.2. Bridge Deck Joints: The Contract unit price to replace bridge deck joints will be for each linear foot of bridge deck joint completed and accepted by the Engineer and will be full compensation for removing existing material, cleaning, testing, and materials necessary for the complete installation

ARTICLE 458-6 is expanded by the following new Sub article

458-6.3 Payment Items: Payment shall be made under:

Item No. 458 - 1- Bridge Deck Expansion Joint - per foot.

**STRUCTURAL STEEL AND MISCELLANEOUS METALS.
(REV 9-6-17)**

ARTICLE 460-1 is expanded by the following:

Remove armor angle material. Install reinforcing steel as needed. Use a rapid curing liquid polymer that cures to a dense, semi-flexible weather abrasive, resistant, polymer mortar for the repair of expansion and construction joints on bridge decks.

Use a low modulus, weather and UV resistant silicone for slope pavement and non-moveable bridge joints. Joint sealant may be used to seal joints that are not uniform in width provided the movement capability of the sealant is not exceeded. Joints may have minor spalling, cold applied with no primer required.

ARTICLE 460-8 is expanded by the following new Sub articles:

460-8.12 Armor Angle Removal: The quantity of armor angle removed will be the length, in linear feet, of armor angle removed.

460-8.13 Polymer Joint Replacement: The quantity of polymer joint replacement will be the volume, in cubic feet, of polymer joint replacement material replaced and accepted.

460-8.14 Elastomeric Structure Joint Seal Replacement: The quantity of elastomeric joint seal replacement will be the length, in linear feet of joint seal replaced and accepted.

Article 460-9.2 is deleted and the following substituted:

460-9.2 Payment Items: Payment will be made in accordance with the pay items in the Bid Price Proposal.

TIMBER STRUCTURES.

(REV 9-6-17)

ARTICLE 470-1 is expanded by the following:

Remove existing U-bolt fastening system and install a stainless U-bolt fastening system on the fender system. No timber replacement is required.

ARTICLE 470-14 is expanded by the following new Sub article:

470-14.3 U-Bolt Fastening System: The quantity to be paid will be the number of fastening systems, per each, installed and accepted. Each system will include one stainless U-bolt, two stainless carriage bolts and two stainless right-hand/left-hand coupling nuts.

ARTICLE 470-15, the last paragraph is replaced by the following:

Payment will be made in accordance with the pay items in the Bid Price Proposal.

THIS COMPLETES THIS SPECIFICATIONS PACKAGE



March 7, 2021

Nassau County
96161 Nassau Place
Yulee, Florida 32097

RE: Piggy back Authorization- FDOT Contract E2Z99

Caleb Hurst,

Per our conversation, please allow this letter to serve as our authorization for you to piggy back our FDOT project E2Z99.

Attached is a copy of the NTP for this project.

Please note we are 90-100 days out in scheduling once we receive any Purchase Order.

If you need anything further please let me know.

Thank you,

A handwritten signature in black ink, appearing to read "Bill Morris", is written over a horizontal line.

Bill Morris
Project Manager

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
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**KEVIN J. THIBAUT, P.E.
SECRETARY**

01/15/21

Proshot Concrete, Inc.
4158 Musgrove Drive
Florence AL 35630
(256) 764-5941

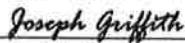
**RE: Contract No. E2Z99
Financial Project ID No. 41022137215 /41022147210
Bridge Maintenance Services
NOTICE TO PROCEED**

Dear Sir/Madam:

In accordance with the provisions of the referenced Agreement, your firm is hereby authorized to proceed with work beginning March 2, 2021 for Contract E2Z99.

The terms also require that work performed out of scope or beyond the contract service period, which is not covered by an approved supplemental agreement or time extension, will not be eligible for payment by the FDOT. We look forward to working with you and your firm on this important project. The Department's Project Manager is Joe Griffith, and can be reached at (904)-759-1659 or Joseph.griffith@dot.state.fl.us.

Sincerely,

DocuSigned by:

Joe Griffith Structures Contracts Manager

cc: Financial Services Office
Procurement Office
File

Certificate Of Completion

Envelope Id: 81F20C2402AB4EBC9C44663D8E153E9D

Subject: Please DocuSign: CM2995.pdf, 20210618140058.pdf

Source Envelope:

Document Pages: 132

Signatures: 6

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

Amber Carter

acarter@nassaucountyfl.com

IP Address: 50.238.237.26

Record Tracking

Status: Original

6/18/2021 2:06:28 PM

Holder: Amber Carter

acarter@nassaucountyfl.com

Location: DocuSign

Signer Events

Robert Companion

RCompanion@nassaucountyfl.com

County Engineer

Nassau County BOCC

Security Level: Email, Account Authentication
(None)**Signature**

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

Timestamp

Sent: 6/18/2021 2:10:30 PM

Viewed: 6/18/2021 2:42:00 PM

Signed: 6/18/2021 2:42:12 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Brian Simmons

bsimmons@nassaucountyfl.com

Procurement Manager

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 174.211.230.88

Signed using mobile

Sent: 6/18/2021 2:42:16 PM

Viewed: 6/18/2021 3:01:04 PM

Signed: 6/18/2021 3:01:18 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Megan Diehl

mdiehl@nassaucountyfl.com

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

Sent: 6/18/2021 3:01:20 PM

Viewed: 6/22/2021 11:35:01 AM

Signed: 6/22/2021 11:35:42 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael S. Mullin

mmullin@nassaucountyfl.com

County Attorney

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

Sent: 6/22/2021 11:35:46 AM

Viewed: 6/22/2021 1:56:25 PM

Signed: 6/22/2021 1:56:29 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 6/22/2021 1:56:32 PM Viewed: 6/22/2021 1:56:51 PM Signed: 6/22/2021 1:57:51 PM</p>
<p>Anthony McDougle cdill@proshotconcrete.com President Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/28/2021 11:24:56 AM ID: 076c6b5f-1473-4890-b12a-02f14b727bde</p>	<p><i>Anthony McDougle</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.247.46.158</p>	<p>Sent: 6/22/2021 1:57:53 PM Viewed: 6/28/2021 11:24:56 AM Signed: 6/28/2021 11:25:36 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Amber Carter acarter@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 6/28/2021 11:25:38 AM Resent: 6/28/2021 11:25:43 AM Viewed: 6/28/2021 11:32:05 AM</p>
<p>Robert Companion RCompanion@nassaucountyfl.com County Engineer Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 6/28/2021 11:25:39 AM</p>
<p>Caleb Hurst churst@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/17/2021 1:24:06 PM ID: b3c09861-2ece-4d64-abe9-7130013cf5e3</p>	<div>COPIED</div>	<p>Sent: 6/28/2021 11:25:39 AM</p>

Carbon Copy Events**Status****Timestamp**

Shelley Caldwell
scaldwell@nassaucountyfl.com
Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Sent: 6/28/2021 11:25:40 AM
Viewed: 6/29/2021 10:01:10 AM

Amy Bell
abell@nassaucountyfl.com
Administrative Manager
Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Sent: 6/28/2021 11:25:41 AM
Viewed: 6/28/2021 11:26:54 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	6/18/2021 2:10:30 PM
Certified Delivered	Security Checked	6/28/2021 11:24:56 AM
Signing Complete	Security Checked	6/28/2021 11:25:36 AM
Completed	Security Checked	6/28/2021 11:25:41 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.