



SPECIFICATIONS PACKAGE  
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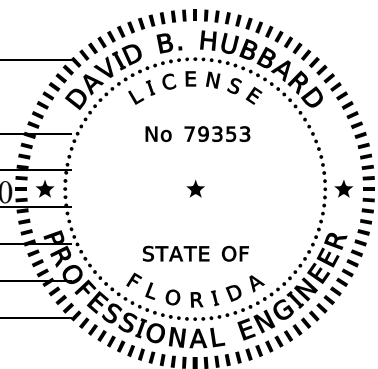
TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY  
HILLSBOROUGH COUNTY

The January 2020 Edition of the Florida Department of Transportation Standard Specifications is revised as follows:

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

This item has been digitally signed and sealed by David B. Hubbard, 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: November 14, 2019  
State of Florida,  
Professional Engineer, License No.: 79353  
Firm Name: HNTB Corporation  
Firm Address: 201 N. Franklin Street, Ste. 1200 ★  
City, State, Zip Code: Tampa, FL 33602  
Certificate of Authorization Number: 6500  
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# **SPECIAL PROVISIONS**

*The following special provisions have been prepared on behalf of the Tampa Hillsborough Expressway Authority, hereinafter referred to as the "Authority".*

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

ARTICLE 2-4 is deleted and the following substituted:

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

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

Direct all questions to the Authority by posting the question to Man Le at [man.le@tampa-xway.com](mailto:man.le@tampa-xway.com). Questions posted to Man Le 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 Authority. For questions posted after these times, an answer cannot be assured. For all questions posted before the deadline, the Authority 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.

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

The Authority 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 – CONSIDERATION OF BIDS (LUMP SUM).**

**(REV 8-1-00) (1-20)**

ARTICLE 3-1. The first paragraph is deleted and the following substituted:

For the purpose of award, after opening and reading the Proposals, the Authority will consider the total Contract Lump Sum Price as the bid. On this basis, the Authority will compare the amounts of each bid and make the results of such comparison available to the public. Until the actual award of the Contract, however, the Authority reserves the right to reject any or all Proposals and to waive technical errors that the Authority determines, in its sole discretion, to be in the best interest of the State. In the event of any discrepancy in the two entries of the Contract Lump Sum Price, the Authority will evaluate the bid based on the lump sum price shown in words.

**AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.**

**(REV 10-17-16) (FA 10-24-16) (1-20)**

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:**

**Man Le**  
**Procurement Manager**  
**(813) 272-6740, Ext. 135**  
**[man.le@tampa-xway.com](mailto:man.le@tampa-xway.com)**  
**Tampa Hillsborough Expressway Authority**  
**1104 E. Twiggs Street, Suite 300**  
**Tampa, FL 33602**

**SCOPE OF THE WORK (LUMP SUM).**  
**(REV 6-3-16) (FA 6-9-16) (1-20)**

ARTICLE 4-1 is expanded by:

**4-1 Intent and Scope.**

The Improvements under this Contract consist of milling and resurfacing to the designated eastbound main line gantry area, westbound mainline gantry area, the 50th Street eastbound off-ramp gantry area, and the 50th Street westbound on-ramp gantry area of the east Selmon Expressway (SR 618) in Hillsborough County.

This is a Lump Sum Contract with only one pay item listed in the Contract.

All references to payment under individual pay item numbers, regardless of where those references are contained in the Contract Documents or when in time any such pay item reference is incorporated in the Contract Documents, are superseded by the pay item references in this Special Provision.

Payment for all work in this Contract will be made under:

Item No. 999-2 Lump Sum Contract - LS

Pay adjustments as shown in the Contract Documents, regardless of where those pay adjustments are referenced, shall not apply, except as provided for in 9-2 Scope of Payments.

SUBARTICLE 4-3.1 is deleted and the following substituted:

**4-3.1 General:** The Engineer reserves the right to make, at any time prior to or during the progress of the work, alterations or changes, 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 alterations or changes 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 or changed, the same as if it had been a part of the original Contract.

The term “significant change” applies only when 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. The allowance due to the Contractor will be in accordance with 4-3.2, below.

In the instance of an alleged “significant change”, the determination by the Engineer shall be conclusive and shall not be subject to challenge by the Contractor in any forum, except upon the Contractor establishing by clear and convincing proof that the determination by the Engineer was without any reasonable and good-faith basis.

SUBARTICLE 4-3.4 is deleted and the following substituted:

**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 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.

SUBARTICLE 4-3.9.4 is deleted and the following substituted:

**4-3.9.4 Processing Procedures:** Submit Proposals to the Engineer or his duly authorized representative. The Authority will process Proposals expeditiously; however, the Authority 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 Authority within the period specified in the Proposal. The Authority is not liable for any Proposal development cost in the case where the Authority 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.

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 Authority will determine the Contractor's fair share upon the basis of the Proposal as modified. The Authority will compute the net savings by subtracting the revised total cost affected by the Proposal from the total cost 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.

## **CONTROL OF THE WORK (LUMP SUM). (REV 3-15-02) (1-20)**

SUBARTICLE 5-1.1 is expanded by the following:

All reference to separate payment for individual items of work will not apply. The cost for various items of work will be included and paid for under the Contract Lump Sum Price.

ARTICLE 5-2. The first paragraph is deleted and the following substituted:

These Specifications, the Plans, Special Provisions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. In addition to the work and materials specifically called for in the Contract Documents and any additional incidental work, not specifically mentioned, when so shown in the Plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work will be included in the Contract Lump Sum Price.

SUBARTICLE 5-7.6 is deleted.

**CONTROL OF MATERIALS – ACCEPTANCE CRITERIA (LUMP SUM).  
(REV 8-17-09) (FA 8-24-09) (1-20)**

ARTICLE 6-1 is expanded by the following new Subarticles:

**6-1.3.3 Lump Sum Project General Requirements:** Material is accepted by material sampling and testing requirements for the following work activities: earthwork and related operations, base courses, hot bituminous mixtures, portland cement concrete, and reinforcing steel as stated in 105-2. Fabricated metal acceptance will be in accordance with 105-1.2.3. All other material acceptance will be in accordance with 6-1.

**6-1.3.4 Certification on Approved Product List (APL) Products:** Submit to the Engineer a notarized manufacturer’s certification on each APL product that will be incorporated in the project. Submit the certification prior to utilization of the material on the project. Each certification will have the manufacturer letterhead, product name, batch number, FPID, Contract Number, category, county, title of certification person and test results in each product listed in the Department Specification. This letter will also provide the following statement: “This product meets the material specifications as provided in the Contract Documents.” Ensure that the date of the manufacturer’s certification is current to the shelf life of the product. This letter will be delivered to the jobsite prior to placement or utilization. Retain test results for a minimum of three years.

**6-1.3.5 Certification on all Other Materials Not Specified:** Submit to the Engineer a notarized manufacturer’s certification on each product that will be incorporated in the project. Submit the certification prior to utilization on the project. Each certification will have the manufacturer letterhead, identification and type of material, FPID, Contract Number, county, test results of the material and notarized signature from the manufacturer. This letter will also provide the following statement: “This product meets the material specifications as provided in the Contract Documents.” Ensure that the date of the manufacturer’s certification is current to the shelf life of the product. Retain test results for a minimum of three years.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
PRESERVATION OF EXISTING PROPERTY – UTILITIES - UTILITY  
ADJUSTMENTS (NO UTILITY WORK SCHEDULE).  
(REV 2-10-94) (1-20)**

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 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

**(REV 4-25-02) (FA 7-17-02) (1-20)**

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 Authority’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 Authority and the Federal Highway Administration.

Upon request, submit to the Authority 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 - TRUCK HAUL ROUTES.**

**(REV 04-06-00) (1-20)**

SECTION 7 is expanded by the following new Article:

### **7-27 Truck Haul Routes.**

Citrus, Hernando, Hillsborough, Pasco, and Pinellas Counties located within District Seven have established Truck Haul Route Ordinances restricting the use of certain roadways for hauling materials, equipment and supplies. Conform to these ordinances.

All state roadways are exempt from these ordinances and may be used for Truck Haul Routes.

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

**(REV 1-13-12) (1-20)**

SECTION 7 is expanded by the following new Article:

**7-28 Preference to State Residents.**

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

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

As used in this Section, the term “substantially equal qualifications” means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.**

**(REV 6-13-11) (FA 6-16-11) (1-20)**

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) (1-20)**

SECTION 7 is expanded by the following new Article:

**7-30 Scrutinized Companies.**

For Contracts of any amount, if the Authority 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 Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Authority’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 Authority 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 Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

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

**(REV 6-27-19) (FA 8-14-19) (1-20)**

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

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

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

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

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

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

The Board will fairly and impartially and without regard to how or by whom they may have been appointed, consider disputes or claims referred to it and will provide

written recommendations to the Authority and Contractor to assist in the resolution of these disputes or claims.

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

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

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

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

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

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

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

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

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

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

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

g. The Board's recommendations for resolution of the dispute or claim will be given in writing to both the Authority and the Contractor, within 15 days of completion of the hearings. In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. The Board will focus its attention in the written report to matters of entitlement and allow the parties to determine the monetary damages. If both parties request, and sufficient documentation is available, the Board may make a recommendation of monetary damages.

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

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

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

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

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

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

The Authority shall furnish the following services and items:

a. Contract Related Documents: The Authority shall furnish each Board member a copy of all Contract Documents, supplemental agreements, written instructions issued by the Authority to the Contractor, or other documents pertinent to the performance of

the Contract and necessary for the Board to perform their function. A copy of such pertinent documents must also be furnished to the Contractor.

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

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

**8-3.7.8 Basis of Payment:** A per hearing cost of \$9,000 has been established by the Authority for providing compensation for all members of the Dispute Review Board for participation in an actual hearing. The Board chairman will receive \$3,500 for participation in the hearing while the remaining two members will receive \$2,750 each. The Authority and the Contractor will equally provide compensation to the Board for participation in an actual hearing. The Authority will compensate the Contractor \$4,500 as its contribution to the hearing cost. Such payment will be full and complete compensation to the Board members for all expenses related to the hearing. This includes travel, accommodations, meals, pre- and post- hearing work, review of position papers and any rebuttals, conducting the hearing, drafting and issuance of recommendations, readdressing any requests for clarification. It is not intended for hearings to last longer than a single day, however, in some cases they may. Any additional time and/or compensation for a hearing would only be allowed upon prior written approval of the Authority and the Contractor. If an additional day(s) is granted for the hearing, it will be at \$3,900 per day, payment of which is equally split between the Authority and the Contractor. Payment shall be made by issuing a work order against contingency funds set aside for this Contract.

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

## **PROSECUTION AND PROGRESS - PROSECUTION OF WORK – STATEWIDE DISPUTES REVIEW BOARD.**

**(REV 6-27-19) (FA 8-14-19) (1-20)**

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

**8-3.8 Statewide Disputes Review Board:** For this Contract, a Statewide Disputes Review Board will be available to assist in the resolution of disputes and claims arising out of

the administration and enforcement of a specification when such specification specifically refers disputes to this Board.

**8-3.8.1 Purpose:** The Board will provide special expertise to assist in and facilitate the timely and equitable resolution of the disputes and claims between the Contractor and the Authority.

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

The Board will be used when normal Authority-Contractor dispute or claim resolution is unsuccessful. Either the Authority or the Contractor may refer a dispute or claim to the Board. Referral to the Board should be initiated as soon as it appears that the normal dispute resolution effort is not succeeding. Referral to the Board is accomplished by providing a position paper outlining the nature and scope of the dispute or claim and describing the basis for entitlement to the dispute or claim. Only disputes or claims that have been duly preserved under the terms of the Contract as determined by the Board will be eligible to be heard by the Board. Requests for equitable adjustment must be certified as required by 4-3.2. Claims that are referred to the Board must be in compliance with 5-12. It is a condition of this Contract that the parties shall use the Statewide Disputes Review Board.

The recommendations of the Board will be binding on both the Authority and the Contractor.

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

**8-3.8.2 Membership:** The Statewide Disputes Review Board will consist of members pre-selected by the Engineer and the President of the Florida Transportation Builders' Association (FTBA), and posted on the Department's Website.

Members on the Board will be pre-qualified as experts of the type of work being referred to this Board.

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

After the Authority has made final acceptance of the project, if disputes arise, the Statewide Disputes Review Board shall be activated to hear and rule on the disputed issue.

**8-3.8.3 Procedure and Schedules for Disputes Resolution:** Disputes or claims will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by the Authority and the Contractor and the time periods stated below may be shortened in order to hasten resolution.

a. If the Contractor objects to any decision, action or order of the Engineer resulting from the Engineer's evaluation of the guaranteed product or performance period, the



Contractor may file a written protest with the Engineer, stating clearly and in detail the basis for the objection, within 15 days after the event.

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

c. The Engineer's decision will be final and conclusive on the subject, unless the Contractor files a written appeal to the Engineer within 15 days of receiving the decision. Upon the Engineer's receipt of the Contractor's written appeal containing specific protest of all or part of the Engineer's decision, either the Authority or the Contractor can refer the matter to the Board.

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

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

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

g. The Board's recommendations for resolution of the dispute or claim will be given in writing to both the Authority and the Contractor, within 15 days of completion of the hearings. The Board will focus its attention in the written report to matters of responsibility for repairs of guaranteed work or performance period as provided for by the Contract Documents.

**8-3.8.4 Contractor Responsibility:** The Contractor shall furnish to each Board member a set of all pertinent documents that are or may become necessary for the Board, except documents furnished by Authority, to perform their function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the Contractor's position. A copy of such pertinent documents must also be furnished to the Authority.

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

**8-3.8.5 Authority Responsibilities:** Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Authority will not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

The Authority shall furnish the following services and items:

a. **Contract Related Documents:** The Authority shall furnish each Board member a copy of all Contract Documents, supplemental agreements, written instructions issued by the Authority to the Contractor, or other documents pertinent to the performance of

the Contract and necessary for the Board to perform their function. A copy of such pertinent documents must also be furnished to the Contractor.

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

**8-3.8.6 Basis of Payment:** A per hearing cost of \$9,000 has been established by the Authority for providing compensation for all members of the Dispute Review Board for participation in an actual hearing. The Board chairman will receive \$3,500 for participation in the hearing while the remaining two members will receive \$2,750 each. The Authority and the Contractor will equally provide compensation to the Board for participation in an actual hearing. The Authority will compensate the Contractor \$4,500 as its contribution to the hearing cost. Such payment will be full and complete compensation to the Board members for all expenses related to the hearing. This includes travel, accommodations, meals, pre- and post- hearing work, review of position papers and any rebuttals, conducting the hearing, drafting and issuance of recommendations, readdressing any requests for clarification. It is not intended for hearings to last longer than a single day, however, in some cases they may. Any additional time and/or compensation for a hearing would only be allowed upon prior written approval of the Authority and the Contractor. If an additional day(s) is granted for the hearing, it will be at \$3,900 per day, payment of which is equally split between the Authority and the Contractor. Payment shall be made by issuing a work order against contingency funds set aside for this Contract.

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

**PROSECUTION AND PROGRESS – COMPUTATION OF CONTRACT TIME –  
ADJUSTING CONTRACT TIME – INCREASED WORK (LUMP SUM).  
(REV 8-1-00) (1-20)**

SUBARTICLE 8-4.1. The fifth paragraph is deleted.

SUBARTICLE 8-7.3.1 is deleted and the following substituted:

**8-7.3.1 Increased Work:** The Authority may grant an extension of Contract Time when it increases the Contract amount due to adding new work or providing for unforeseen work. The Authority 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.

**PROSECUTION AND PROGRESS - LIMITATIONS OF OPERATIONS – FENCING.  
(REV 6-17-04) (FA 7-13-04) (1-20)**

SUBARTICLE 8-4.8 is deleted and the following substituted:

**8-4.8 Fencing:** Erect permanent fence as a first order of business on all projects that include fencing where the Engineer determines that the fencing is necessary to maintain the security of livestock and other animals on adjacent property, or for protection of pedestrians who are likely to gain access to the project from adjacent property. Secure the right of way on Limited Access Facilities at all times by a fence, either temporary or permanent, that meets the height of the existing fence or the height required in the Contract.

**PROSECUTION AND PROGRESS – LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK.  
(REV 5-2-17) (FA 6-20-17) (1-20)**

SUBARTICLE 8-10.1 and 8-10.2 are deleted and the following substituted:

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

**8-10.1 Highway Code Requirements Pertaining to Liquidated Damages:**

Section 337.18, paragraph (2) of the Florida Statutes, requires that the Authority adopt regulations for the determination of default and provides that the Contractor pay liquidated damages to the Authority for any failure of the Contractor to complete the Contract work within the Contract Time. These Code requirements govern, and are herewith made a part of the Contract.

Liquidated damages for this Contract will be a summation of the damages referenced above and projected lost toll revenues due to failure to timely open the project to revenue-producing traffic.

**8-10.2 Amount of Liquidated Damages:** Applicable liquidated damages are the sum of the daily rate of \$ 2,500.00 per Calendar Day for ramps and \$75,000 per Calendar Day for the mainline SR 618 assessed as projected lost toll revenues for failure to complete the Work within the Contract Time plus the amounts established in the following schedule:

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

## **MEASUREMENT AND PAYMENT (LUMP SUM).**

**(REV 7-10-19) (FA 7-22-19) (1-20)**

SUBARTICLE 9-1.3 is deleted and the following substituted:

**9-1.3 Determination of Pay Reduction:** In measurement of areas of work, where pay reductions are to be assessed, the Engineer will use the lengths and/or widths in the calculations based upon station to station dimensions in the Contract Documents, the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the final surface of the completed work within the neat lines shown in the Contract Documents or designated by the Engineer. The Engineer will use the method or combination of methods of measurement which will reflect with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

Failure on the part of the Contractor to construct any item of work to plan or authorized dimensions within the Specification tolerances will result in: reconstruction to acceptable tolerances at no additional cost to the Authority; acceptance at no pay; or, acceptance at reduced pay, all at the discretion of the Engineer.

When acceptance at no pay occurs for any material not listed in 9-2, the Engineer will apply a reduction in payment for the material in question based on the weighted average unit price in the Six Month Moving Statewide Averages report. The dates will be the six months prior to the letting date for this Contract.

ARTICLE 9-2 is deleted and the following substituted:

### **9-2 Scope of Payments.**

**9-2.1 Items Included in Payment:** Accept the compensation as provided in the Contract Documents as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may

arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of Division I.

The Contract Lump Sum Price will include overhead, profits, and direct and indirect costs required to complete the project except as described below.

**9-2.1.1 Fuels:** On Contracts with an original Contract Time in excess of 120 calendar days, the Authority will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price prevailing in the month when bids were received (BFP), and then only on the portion that exceeds 5%.

The Contractor will certify the number of gallons of fuel (gasoline and/or diesel) used on this Contract during the period represented by each Contractor's Certified Monthly Estimate.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the Authority. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the State Construction Office website before the 15<sup>th</sup> of each month at the following URL:

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

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

When fuel prices have decreased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 0.95 P_b)$  during a period of decreasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract.

When fuel prices have increased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 1.05 P_b)$  during a period of increasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract.

Gallons will be derived only from the established Standard Fuel Factor list posted on the State Construction Office website at the following URL:

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

The Authority will provide a computer application that will calculate and print the gallons of gasoline and/or diesel for the items that these factors represent. The

Contractor will attach this worksheet and record these gallons on the Contractor's Certified Monthly Estimate as required in 9-11.3.

Payment will be based on the quantities shown on the Contractor's Certified Monthly Estimate on all items for which established standard fuel factors are posted on the State Construction Office website at the following URL:

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

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed. The total price adjustment for the Contract is limited to the pay quantity as specified in 9-2.2.2.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

**9-2.1.2 Bituminous Material:** Prepare a Contractor's Certification of Quantities, using the Authority's current approved form for Superpave Asphalt Base, Driveway Asphalt Base, Asphalt Treated Permeable Base, Superpave Asphaltic Concrete, Miscellaneous Asphalt Pavement, Asphalt Concrete Friction Course, and Asphalt Membrane Interlayer items. On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the Authority will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

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

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

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

The Authority will provide a computer application that will calculate and print the number of gallons of bituminous material for the items that these factors represent. The Contractor will attach this worksheet and record these gallons on the Contractor's Certified Monthly Estimate as required in 9-11.3.

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

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

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

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

For all asphalt concrete, the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 pounds per gallon.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed. The total price adjustment for the Contract is limited to the pay quantity as specified in 9-2.2.2.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

**9-2.2 General Basis of Adjusted Pay:**

**9-2.2.1 Deficiencies:** When a deficiency occurs that results in the acceptance of a material at a reduced payment level as defined in these Specifications, the Engineer will apply a reduction in payment for the material in question based on the unit prices shown in Table 9-1.

Table 9-1

Item Description	Unit	Unit Prices
Superpave Asphaltic Concrete (Traffic A)	TN	\$125.00
Superpave Asphaltic Concrete (Traffic B)	TN	\$110.00
Superpave Asphaltic Concrete (Traffic C)	TN	\$105.00
Superpave Asphaltic Concrete (Traffic D)	TN	\$100.00
Superpave Asphaltic Concrete (Traffic E)	TN	\$115.00
Superpave Asphaltic Concrete (Traffic B, PG 76-22)	TN	\$120.00
Superpave Asphaltic Concrete (Traffic C, PG 76-22)	TN	\$120.00
Superpave Asphaltic Concrete (Traffic D, PG 76-22)	TN	\$110.00
Superpave Asphaltic Concrete (Traffic E, PG 76-22)	TN	\$110.00
Superpave Asphaltic Concrete (Traffic B, High Polymer)	TN	\$105.00
Superpave Asphaltic Concrete (Traffic C, High Polymer)	TN	\$140.00
Superpave Asphaltic Concrete (Traffic D, High Polymer)	TN	\$130.00
Superpave Asphaltic Concrete (Traffic E, High Polymer)	TN	\$105.00
Asph. Conc. Friction Course (FC-5, PG 76-22)	TN	\$155.00
Asph. Conc. Friction Course (FC-5) (High Polymer)	TN	\$155.00
Asph. Conc. Friction Course (Traffic B, FC-9.5, PG 76-22)	TN	\$140.00
Asph. Conc. Friction Course (Traffic B, FC-12.5, PG 76-22)	TN	\$130.00
Asph. Conc. Friction Course (Traffic C, FC-9.5, PG 76-22)	TN	\$140.00
Asph. Conc. Friction Course (Traffic C, FC-12.5, PG 76-22)	TN	\$125.00
Asph. Conc. Friction Course (Traffic D, FC-12.5, PG 76-22)	TN	\$140.00
Optional Base (Base Group 1)	SY	\$20.00
Optional Base (Base Group 2)	SY	\$20.00
Optional Base (Base Group 3)	SY	\$20.00
Optional Base (Base Group 4)	SY	\$20.00
Optional Base (Base Group 5)	SY	\$20.00
Optional Base (Base Group 6)	SY	\$25.00
Optional Base (Base Group 7)	SY	\$20.00
Optional Base (Base Group 8)	SY	\$35.00
Optional Base (Base Group 9)	SY	\$25.00
Optional Base (Base Group 10)	SY	\$25.00
Optional Base (Base Group 11)	SY	\$30.00
Optional Base (Base Group 12)	SY	\$30.00
Optional Base (Base Group 13)	SY	\$50.00
Optional Base (Base Group 14)	SY	\$50.00
Optional Base (Base Group 15)	SY	\$60.00

**9-2.2.2 Asphalt Pay Adjustments:** Asphalt pay quantity adjustments apply to asphalt items listed in Sections 234, 334, 337 and 339.

For each item, the pay quantity will be based on the quantity placed on the project, limited to 105% of the adjusted quantity for the item. The adjusted quantity will be determined by dividing the sum of the quantities from the plan summary boxes (including any Engineer approved quantity revisions) by the design  $G_{mm}$  stated in 334-1.4 (design  $G_{sb}$  stated in 337-8.2 for FC-5), and multiplying by the tonnage-weighted average  $G_{mm}$  (tonnage-weighted average  $G_{sb}$  for FC-5) of the mixes used.

For each item, additions in pay will be made if the actual quantity placed exceeds the adjusted quantity. Additions in pay will be calculated by subtracting the adjusted quantity placed from the actual quantity placed, multiplied by the unit prices as determined by 9-2.3.1. The additional pay quantity shall not exceed 5% of the adjusted quantity.

For each item, reductions in pay will be made if the quantity placed is less than the adjusted quantity. Reduction in pay will be calculated by subtracting the adjusted quantity from the quantity placed, then multiplying by the unit prices as shown in Table 9-1.

**9-2.2.3 Asphalt Overbuild:** Where overbuild is called for in the Plans for the correction of cross-slope, the Engineer will make an adjustment in payment should the quantity of material placed be less than the adjusted quantity as calculated in 9-2.2.2. In addition, should the material placed exceed the adjusted quantity with no negative effect to the correction of cross-slope, an upward adjustment will be made representing the additional material placed. Adjustments in pay will be determined by subtracting the adjusted quantity from the quantity placed, then multiplying by the unit prices as shown in Table 9-2.

Table 9-2

Item Description	Unit	Unit Prices
Superpave Asphaltic Concrete (Traffic A)	TN	\$125.00
Superpave Asphaltic Concrete (Traffic B)	TN	\$110.00
Superpave Asphaltic Concrete (Traffic C)	TN	\$105.00
Superpave Asphaltic Concrete (Traffic D)	TN	\$100.00
Superpave Asphaltic Concrete (Traffic E)	TN	\$115.00
Superpave Asphaltic Concrete (Traffic B, PG 76-22)	TN	\$120.00
Superpave Asphaltic Concrete (Traffic C, PG 76-22)	TN	\$120.00
Superpave Asphaltic Concrete (Traffic D, PG 76-22)	TN	\$110.00
Superpave Asphaltic Concrete (Traffic E, PG 76-22)	TN	\$110.00
Superpave Asphaltic Concrete (Traffic B, High Polymer)	TN	\$105.00
Superpave Asphaltic Concrete (Traffic C, High Polymer)	TN	\$140.00
Superpave Asphaltic Concrete (Traffic D, High Polymer)	TN	\$130.00
Superpave Asphaltic Concrete (Traffic E, High Polymer)	TN	\$105.00
Asph. Conc. Friction Course (FC-5, (PG 76-22)	TN	\$155.00
Asph. Conc. Friction Course (FC-5) (High Polymer)	TN	\$155.00
Asph. Conc. Friction Course (Traffic B, FC-9.5, PG 76-22)	TN	\$140.00
Asph. Conc. Friction Course (Traffic B, FC-12.5, PG 76-22)	TN	\$130.00
Asph. Conc. Friction Course (Traffic C, FC-9.5, PG 76-22)	TN	\$140.00
Asph. Conc. Friction Course (Traffic C, FC-12.5, PG 76-22)	TN	\$125.00
Asph. Conc. Friction Course (Traffic D, FC-12.5, PG 76-22)	TN	\$140.00



Optional Base (Base Group 1)	SY	\$20.00
Optional Base (Base Group 2)	SY	\$20.00
Optional Base (Base Group 3)	SY	\$20.00
Optional Base (Base Group 4)	SY	\$20.00
Optional Base (Base Group 5)	SY	\$20.00
Optional Base (Base Group 6)	SY	\$25.00
Optional Base (Base Group 7)	SY	\$20.00
Optional Base (Base Group 8)	SY	\$35.00
Optional Base (Base Group 9)	SY	\$25.00
Optional Base (Base Group 10)	SY	\$25.00
Optional Base (Base Group 11)	SY	\$30.00
Optional Base (Base Group 12)	SY	\$30.00
Optional Base (Base Group 13)	SY	\$50.00
Optional Base (Base Group 14)	SY	\$50.00
Optional Base (Base Group 15)	SY	\$60.00

An average spread rate, per calculations as specified in 9-2.2, will be used to determine verification of the required amount of asphalt for the project.

**9-2.2.4 Foundations:** Adjustment in the lump sum payment will be made for actual quantities installed of piling and drilled shafts, as additions or deletions for the total project quantity determined from the pile/drilled shaft elevations shown in the Contract Documents.

The Engineer will base all adjustments in payment on the unit prices as shown in Table 9-3.

Table 9-3

Item Description	Unit	Unit Prices
Prestressed Concrete Piling 14" SQ	LF	\$150.00
Prestressed Concrete Piling 18" SQ	LF	\$115.00
Prestressed Concrete Piling 24" SQ	LF	\$110.00
Steel Piling, HP 14 x 102	LF	\$140.00
Steel Piling, HP 14 x 117	LF	\$190.00
Steel Piling, HP 24" Dia. Pipe	LF	\$205.00

Payment listed above for Piling and Drilled Shafts includes all work required to install the foundation element to the required capacity/depth.

**9-2.2.5 Quality:** Where an adjustment of payment for quality is called for in the Contract Documents, the Engineer will make such adjustments for the corresponding quantity of material based on the unit prices shown in Table 9-4, or the adjustment defined in Section 346, Developmental Specification Section 330, and Developmental Specification Section 350.

Table 9-4

Item Description	Unit	Unit Prices
Superpave Asphaltic Concrete (Traffic A)	TN	\$125.00
Superpave Asphaltic Concrete (Traffic B)	TN	\$110.00

Superpave Asphaltic Concrete (Traffic C)	TN	\$105.00
Superpave Asphaltic Concrete (Traffic D)	TN	\$100.00
Superpave Asphaltic Concrete (Traffic E)	TN	\$115.00
Superpave Asphaltic Concrete (Traffic B, PG 76-22)	TN	\$120.00
Superpave Asphaltic Concrete (Traffic C, PG 76-22)	TN	\$120.00
Superpave Asphaltic Concrete (Traffic D, PG 76-22)	TN	\$110.00
Superpave Asphaltic Concrete (Traffic E, PG 76-22)	TN	\$110.00
Superpave Asphaltic Concrete (Traffic B, High Polymer)	TN	\$105.00
Superpave Asphaltic Concrete (Traffic C, High Polymer)	TN	\$140.00
Superpave Asphaltic Concrete (Traffic D, High Polymer)	TN	\$130.00
Superpave Asphaltic Concrete (Traffic E, High Polymer)	TN	\$105.00
Asph. Conc. Friction Course (FC-5, PG 76-22)	TN	\$155.00
Asph. Conc. Friction Course (FC-5) (High Polymer)	TN	\$155.00
Asph. Conc. Friction Course (Traffic B, FC-9.5, PG 76-22)	TN	\$140.00
Asph. Conc. Friction Course (Traffic B, FC-12.5, PG 76-22)	TN	\$130.00
Asph. Conc. Friction Course (Traffic C, FC-9.5, PG 76-22)	TN	\$140.00
Asph. Conc. Friction Course (Traffic C, FC-12.5, PG 76-22)	TN	\$125.00
Asph. Conc. Friction Course (Traffic D, FC-12.5, PG 76-22)	TN	\$140.00
Optional Base (Base Group 1)	SY	\$20.00
Optional Base (Base Group 2)	SY	\$20.00
Optional Base (Base Group 3)	SY	\$20.00
Optional Base (Base Group 4)	SY	\$20.00
Optional Base (Base Group 5)	SY	\$20.00
Optional Base (Base Group 6)	SY	\$25.00
Optional Base (Base Group 7)	SY	\$20.00
Optional Base (Base Group 8)	SY	\$35.00
Optional Base (Base Group 9)	SY	\$25.00
Optional Base (Base Group 10)	SY	\$25.00
Optional Base (Base Group 11)	SY	\$30.00
Optional Base (Base Group 12)	SY	\$30.00
Optional Base (Base Group 13)	SY	\$50.00
Optional Base (Base Group 14)	SY	\$50.00
Optional Base (Base Group 15)	SY	\$60.00

**9-2.2.6 Adjustment to the Lump Sum Payment for Deleted Items of Work:**

When items of work are shown in the Contract Documents to be constructed or installed and due to actual field conditions; it is determined by the Engineer that the items are not needed, a negative adjustment to the Contract will be made. The negative adjustment will be based on the actual cost of the items being deleted less all costs incurred prior to the date the Engineer determined the items are not needed and the Contractor will retain ownership. The negative adjustment will be processed in accordance with 4-3.2.

ARTICLE 9-3 is deleted.

SUBARTICLE 9-5.5.2 is deleted and the following substituted:

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

1. Partial payments less than \$5,000 for any one month will not be processed.
2. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Authority requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

SECTION 9 is expanded by the following new Article:

**9-11 Submittals.**

**9-11.1 Submittal Instructions:** The Contractor will prepare a monthly estimate for each project in the Contract. Submit the Contractor's monthly estimate to the Engineer. The Engineer will not pay for any item of work until the Contractor's monthly estimate is approved.

**9-11.2 Schedule of Values:** Within 21 calendar days after contract award or at the preconstruction conference, whichever is earlier, prepare and submit a schedule of values to the Engineer for approval prior to invoicing. Assign the schedule of values to the scheduled work activities in the project schedule with the total being the lump sum contract amount.

The schedule of values will be the basis for determining monthly payments. Quantities will be compared with the project schedule to determine the percentage earned. The percentage shall be that portion of the work completed as compared to the total work contracted.

**9-11.3 Contractor's Certified Monthly Estimate:** The Contractor must make a request for payment by submitting a monthly estimate, no later than 12 O'clock noon, Monday, after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. The Contractor's Certified Monthly Estimate must consist of the following:

1. Contract Number, Financial Project Identification Number, Estimate Number, Monthly Estimate Date and the period that the monthly estimate represents.
2. The basis for arriving at the amount of the monthly estimate including approximate quantities of work completed, less payments previously made and less an amount previously retained or withheld.
3. Contract Summary showing the percentage of dollar value of completed work based on the present Contract amount and the percentage of days used based on the present Contract Days.
4. Certify the number of gallons of gasoline used during the monthly estimate period.
5. Certify the number of gallons of diesel used during the monthly estimate period.
6. Certify the number of gallons of bituminous material used during the monthly estimate period.
7. Certify weight of steel for indexed items.

**9-11.4 Payment to the Contractor:** Upon receipt of the Contractor's monthly estimate and approval by the Engineer, payment will be made, less an amount retained or withheld per provisions included in the Contract. The monthly payments will be approximate only and will be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor and to correction in the subsequent estimates and the final estimate and payment process.

**MOBILIZATION (LUMP SUM).**  
**(REV 12-13-18) (FA 1-23-19) (1-20)**

SECTION 101 is deleted and the following substituted:

**SECTION 101**  
**MOBILIZATION**

**101-1 Description.**

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

**101-2 Basis of Payment.**

**101-2.1 General:** The work and incidental costs specified as being covered under this Section will be paid for at the lump sum prices for the items of mobilization included in the Schedule of Values.

**101-2.2 Partial Payments:** When the Notice to Proceed has been issued, partial payments will be made in accordance with the following:

For Contracts of 120 Contract days duration or less, partial payment will be made at 50% of the Mobilization amount shown in the Schedule of Values per month for the first two months until 100% of the Mobilization amount shown in the Schedule of Values is paid. For Contracts in excess of 120 Contract days duration, partial payment will be made at 25% of the Mobilization amount shown in the Schedule of Values per month for the first four months until 100% of the Mobilization amount shown in the Schedule of Values is paid. In no event shall more than 50% of the Mobilization amount shown in the Schedule of Values be paid prior to commencing construction on the project site.

Total partial payments for Mobilization on any project, including when more than one project or job is included in the Contract, will be limited to 10% of the original Contract amount for that project. Any remaining amount will be paid upon completion of all work on the Contract.

Retainage, as specified in 9-5, will be applied to all partial payments.

Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.



**HOT MIX ASPHALT - GENERAL CONSTRUCTION REQUIREMENTS.**  
**(REV 2-22-18) (FA 2-22-18) (1-20)**

SUBARTICLE 330-8.2 is deleted and the following substituted:

**330-8.2 Transverse Joints:** Place the mixture as continuously as possible to minimize transverse joints. When constructing permanent transverse joints, meet the surface requirements as defined in 330-9.4.3. Construct temporary transverse joints in such a manner to allow traffic to pass over it. When resuming the paving operation, construct a transverse joint by cutting back on the previously placed pavement at a location where the straightedge requirements are met. At the project limits, tie into the adjoining pavement layers as shown in the Plans.

SUBARTICLE 330-9.4 is deleted and the following substituted:

**330-9.4 Pavement Smoothness:** Construct a smooth pavement meeting the requirements of this Specification.

**330-9.4.1 Process Control Testing:** Assume full responsibility for controlling all paving operations and processes such that the requirements of these Specifications are met at all times.

**330-9.4.2 Laser Acceptance:** Acceptance testing for pavement smoothness of the friction course for mainline traffic lanes will be based on the laser profiler using the International Roughness Index (IRI) as defined in ASTM E1926. Areas not suitable for testing with the laser profiler will be QC tested and accepted with the straight edge in accordance with 330-9.4.3.

The pavement smoothness of each lane will be determined by a laser profiler furnished and operated by the Authority in accordance with FM 5-549 and a report issued with the IRI reported to whole numbers.

For acceptance testing purposes, the pavement will be divided into LOTs. A LOT is defined as anything less than or equal to 0.1 mile and greater than or equal to 1.1 mile.

**330-9.4.2.1 Evaluation Process:** As soon as the friction course to be placed is scheduled, notify the Engineer. A minimum of 10 calendar days from notification is needed for the Authority to schedule the equipment. Prior to testing and for the full project limits, ensure all lanes are open, free from obstructions, and all debris is removed from roadway.

**330-9.4.2.2 Acceptable Pavement:** If the initial ride acceptance test shows all project LOTs to be less than or equal to 95 IRI, LOT incentive/disincentive pay will be calculated as described in 330-9.4.2.4.

**330-9.4.2.3 Unacceptable Pavement:** If any LOT in the project has an IRI greater than 95, the project data will be reprocessed using continuous analysis to define the limits of the unacceptable pavement.

For unacceptable LOTs, the limits of unacceptable pavement are defined as those areas of pavement 50 feet either side of where the continuous plot line exceeds 95 IRI. The limits of unacceptable pavement may extend into neighboring LOTs.

For unacceptable LOTs at either end of the project:

1. If the continuous analysis ends above 95 IRI 0.05 miles from the end of the project, then the corrective action limits will extend to the end of the project.

2. If the continuous analysis ends at or below 95 IRI 1.5 miles from the end of the project, then the corrective action limits are defined above.

For unacceptable LOTs at breaks in paving such as bridges:

1. If the continuous analysis ends above 95 IRI 0.05 miles from the break in paving, then the corrective action limits will extend from the break in paving to a point as defined above.

2. If the continuous analysis ends at or below 95 IRI 0.05 miles from the break in paving then the pavement will be left in place with the appropriate disincentive applied.

3. If any LOTs with an IRI greater than 95 are left in place, they will be paid at maximum disincentive

Address all areas of unacceptable pavement in accordance with 330-9.5.

As soon as all corrections are scheduled, notify the Engineer. A minimum of 10 calendar days from notification is needed for the Authority to schedule the equipment. Prior to testing and for the full project limits, ensure all lanes are open, free from obstructions, and all debris is removed from roadway.

Repeat this process as necessary until all LOTs have an IRI less than or equal to 95 at which time, incentive/disincentive will be calculated for the project as described in 330-9.4.2.4.

**330-9.4.2.4 Calculating Incentive/Disincentive:** For all LOTs, pay adjustment incentive/disincentive will be based on the dollar value corresponding to each LOT's IRI shown in Table 330-5

Incentive/disincentive will be determined from the initial test for all LOTs less than or equal to 95 IRI and that were not affected by remove and replace corrections.

Incentive/disincentive for any LOTs affected by remove and replace corrections will be determined from the final acceptance run (once at or below 95 IRI).

LOT incentive / disincentive for a project will be calculated once all project LOTs are less than or equal to 95 IRI as follows:

$$\text{LOT incentive/disincentive} = \frac{\text{LOT Pay Adjustment} * \text{LOT length (miles)}}{0.1}$$

Project incentive/disincentive is the sum of the incentives / disincentives of all LOTs in the project.

Total project incentive shall not exceed 5% of the FC-5 price.

Total project disincentive shall not result in payment less than 80% of the FC-5 price.

The FC-5 price is the bid unit price times the pay quantity of FC-5 (as determined in accordance with 337-11). For lump sum projects, the FC-5 price is the unit price determined using the six month statewide pay item average for the six months prior to the letting date for this Contract times the pay quantity of FC-5 (as determined in accordance with 9-2).

**330-9.4.2.5 Project Level Consistency Incentive:** If all project LOTs are less than or equal 55 IRI, the project will earn an additional 3% incentive based on the FC-5 price. The FC-5 price is described in 330-9.4.2.4. The project level consistency incentive is in addition to the project incentive outlined in 330-9.4.2.4.

LOT IRI	LOT Pay Adjustment	LOT IRI	LOT Pay Adjustment	LOT IRI	LOT Pay Adjustment
≤ 30	\$260	56	-\$20	76	-\$420
31	\$240	57	-\$40	77	-\$440
32	\$220	58	-\$60	78	-\$460
33	\$200	59	-\$80	79	-\$480
34	\$180	60	-\$100	80	-\$500
35	\$160	61	-\$120	81	-\$520
36	\$140	62	-\$140	82	-\$540
37	\$120	63	-\$160	83	-\$560
38	\$100	64	-\$180	84	-\$580
39	\$80	65	-\$200	85	-\$600
40	\$60	66	-\$220	86	-\$620
41	\$40	67	-\$240	87	-\$640
42	\$20	68	-\$260	88	-\$660
		69	-\$280	89	-\$680
43 – 55	Full Pay	70	-\$300	90	-\$700
		71	-\$320	91	-\$720
		72	-\$340	92	-\$740
		73	-\$360	93	-\$760
		74	-\$380	94	-\$780
		75	-\$400	95*	-\$800

\*LOTs > 95 IRI left in place receive -\$800 LOT pay adjustment.

**330-9.4.3 Straightedge Acceptance:** Furnish a 15 foot manual and 15 foot rolling straightedge meeting the requirements of FM 5-509 for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, ramps, acceleration/deceleration lanes, and other areas not suitable for testing with the laser profiler. Perform all straightedge testing in accordance with FM 5-509 in the outside wheel path of each lane. Notify the Engineer of the location and time of straightedge testing a minimum of 48 hours before beginning testing. The Engineer will verify the straightedge testing by observing the QC straightedging operations. Address all deficiencies in excess of 3/16 inch in accordance with 330-9.5.

**330-9.4.3.1 Straightedge Exceptions:** Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.



The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor, as determined by the Engineer. In addition, the Engineer may also waive the straightedging requirements on ramps and superelevated sections where the geometrical orientation of the pavement results in an inaccurate measurement with the rolling straightedge.

SUBARTICLE 330-9.5.1 is deleted and the following substituted:

**330-9.5.1 Corrections:** Correct all areas of unacceptable pavement at no cost to the Authority. Retest all corrected areas and ensure the requirements of these Specifications are met. For those areas corrected as a result of 330-9.4, the Authority will retest all corrected areas to ensure the requirements of these Specifications are met.

Correct all areas of unacceptable pavement, as well as straightedge deficiencies in the friction course or final surface layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective or unacceptable area for the full width of the paving lane.

As an exception, the Engineer may allow the Contractor to leave these areas in place if it is determined by the Engineer that the deficiency or unacceptable area is not a significant detriment to the pavement quality. For straightedge deficiencies, a reduction to the pay item quantity will be made in accordance with 330-9.5.2. For unacceptable IRI areas, a pay reduction will be made using the formula in 330-9.4.2.4 where LOT length will be calculated as the sum of the lengths of all LOTs with an IRI greater than 95 and LOT pay adjustment will be the maximum disincentive shown in Table 330-5.

**PROSECUTION AND PROGRESS**

**(REV 4-2-19) (FA 9-23-19) (1-20)**

Subarticle 8-10.2 is deleted and the following substituted:

**8-10.2 Amount of Liquidated Damages:** Applicable liquidated damages are the sum of the daily rate of \$ 2,500.00 per Calendar Day for ramps and \$75,000 per Calendar Day for the mainline SR 618 assessed as projected lost toll revenues for failure to complete the Work within the Contract Time plus the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$1,015
Over \$50,000 but less than \$250,000.....	\$1,045
\$250,000 but less than \$500,000.....	\$1,170
\$500,000 but less than \$2,500,000.....	\$1,690
\$2,500,000 but less than \$5,000,000.....	\$2,579
\$5,000,000 but less than \$10,000,000.....	\$3,756
\$10,000,000 but less than \$15,000,000.....	\$4,344
\$15,000,000 but less than \$20,000,000.....	\$5,574
\$20,000,000 and over.....	\$10,203 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

**THIS COMPLETES  
THIS  
SPECIFICATIONS  
PACKAGE**