

August 13, 2021

PREPARED BY: David Hubbard, P.E./Ed Ponce, P.E.



SPECIFICATIONS PACKAGE
THEA PROJECT ID. O-01221, O-01321

TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY
HILLSBOROUGH COUNTY

The July 2021 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: August 13, 2021
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

Where the Standard Specifications and this Specifications Package references the “Department”, it simultaneously means Tampa Hillsborough Expressway Authority (THEA). All references to the “Department” in Section 337, Florida Statutes, in whole or in part, shall hereby be further applied to the Tampa Hillsborough Expressway Authority. Authorities granted in the Standard Specifications for the Director, Office of Construction shall hereby be exclusively granted to the THEA Director of Operations and Engineering, and authorities reserved for the Secretary shall be exclusively granted to the THEA Executive Director.

DEFINITIONS AND TERMS

ARTICLE 1-3 is deleted and the following substituted:

1-3 Definitions.

The following terms, when used in the Contract Documents, have the meaning described

Advertisement.

The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Invitation to Bid”, “Notice to Contractors,” or “Notice to Bidders.”

Article.

The numbered prime subdivision of a Section of these Specifications.

Authority.

The Tampa-Hillsborough County Expressway Authority (THEA), a public agency of the state created and established by the Florida Legislature pursuant to Section 348.52(1), Florida Statutes.

Bidder.

An individual, firm, or corporation submitting a proposal for the proposed work.

Bridge.

A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

Calendar day.

Every day shown on the calendar, ending and beginning at midnight.

Contract.

The term “Contract” means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the Authority and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the

performance of the Work and the basis of payment.

Contract Bond.

The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

Contract Claim (Claim).

A written demand submitted to the Authority by the Contractor in compliance with 5-12.3 seeking additional monetary compensation, time, or other adjustments to the Contract, the entitlement or impact of which is disputed by the Authority.

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 Purchase Orders, 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 purchase orders. 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.

Contract Letting.

The date that the Authority opened the bid proposals.

Contract Time.

The number of calendar days allowed for completion of the Contract work, including authorized time extensions.

Contractor.

The individual, firm, joint venture, or company contracting with the Authority to perform the work.

Contractor’s Engineer of Record.

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

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

Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor’s Engineer of Record may be an Authority-approved Specialty Engineer. For items of the permanent work declared by the Authority to be ”major” or ”structural”, the work performed by an Authority-approved Specialty Engineer must be checked by another Authority-approved Specialty Engineer. An individual Engineer may become an Authority-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Authority-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

Controlling Work Items.

The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

Culverts.

Any structure not classified as a bridge that provides an opening under the roadway.

Delay.

Any unanticipated event, action, force or factor which extends the Contractor’s time of performance of any controlling work item under the Contract. The term ”delay” is intended to cover all such events, actions, forces or factors, whether styled ”delay”, ”disruption”, ”interference”, ”impedance”, ”hindrance”, or otherwise, which are beyond the control of and not caused by the Contractor, or the Contractor’s subcontractors, materialmen, suppliers or other agents. This term does not include ”extra work”.

Department.

State of Florida Department of Transportation (FDOT).

Developmental Specification.

See definition for Specifications.

Earthwork Records System (ERS).

The project-specific system or database employed by the Engineer to catalog and prepare earthwork records on Authority projects.

Engineer.

The THEA Director of Operations and Engineering, 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.”

Engineer of Record.

The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be Authority staff or a consultant retained by the Authority.

The Contractor shall not employ the Engineer of Record as the Contractor’s Engineer of Record or as a Specialty Engineer.

Equipment.

The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

Extra Work.

Any “work” which is required by the Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a “delay”.

Federal, State, and Local Rules and Regulations.

The term “Federal, State and Local Rules and Regulations” includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.

Highway, Street, or Road.

A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Holidays.

Days designated by the State Legislature or Cabinet as holidays, which include, but are not limited to, New Year’s Day, Martin Luther King’s Birthday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day and the following Friday, and Christmas Day.

Inspector.

An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

Laboratory.

The official testing laboratory used by the Authority.

Materials.

Any substances to be incorporated in the work under the Contract.

Median.

The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

Plans.

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

Proposal (Bid, Bid Proposal).

The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form.

The official form or the electronically generated bid item sheets on which the Authority requires formal bids to be prepared and submitted for the work.

Proposal Guaranty

The security furnished by the bidder as guaranty that the bidder will enter into the Contract for the work if the Authority accepts the proposal.

Purchase Order.

A written agreement between the Contractor and the Authority, and signed by the surety when required, modifying the Contract within the limitations set forth in these Specifications. Purchase Order simultaneously means Supplemental Agreement and/or Work Order when in reference to the Specifications.

Right-of-Way.

The land that the Authority has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the Authority.

Roadbed.

The portion of the roadway occupied by the subgrade and shoulders.

Roadway.

The portion of a highway within the limits of construction.

Section.

A numbered prime division of these Specifications.

Special Event.

Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, or similar activity designated in the Contract Documents.

Special Provisions.

See definition for Specifications.

Specialty Engineer.

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

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

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

Specifications.

The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

Standard Specifications: “Standard Specifications for Road and Bridge Construction” an electronic book, applicable to all Authority Contracts containing adopted requirements, setting out or relating to the method or manner of performing work, or to the quantities and qualities of materials and labor.

Supplemental Specifications: Approved additions and revisions to the Standard Specifications, applicable to all Authority Contracts.

Special Provisions: Specific clauses adopted by the Authority that add to or revise the Standard Specifications or supplemental specifications, setting forth conditions varying from or additional to the Standard Specifications applicable to a specific project.

Technical Special Provisions: Specifications, of a technical nature, prepared, signed, and sealed by an Engineer registered in the State of Florida other than the State Specifications Engineer or his designee, that are made part of the Contract as an attachment to the Contract Documents.

Developmental Specification: A specification developed around a new process, procedure, or material.

Standard Plans.

“Standard Plans for Road and Bridge Construction”, an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

Standard Specifications.

See definition for Specifications.

State.

State of Florida.

Subarticle.

A headed and numbered subdivision of an Article of a Section of these Specifications.

Subgrade.

The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the Plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the Plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

Substructure.

All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

Superintendent.

The Contractor's authorized representative in responsible charge of the work.

Superstructure.

The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

Supplemental Specifications.

See definition for Specifications.

Surety.

The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

Technical Special Provisions.

See definition for Specifications.

Traveled Way.

The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.

Unilateral Payment.

A payment of money made to the Contractor by the Authority, for sums the Authority determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against the Authority for payment of any additional sums the Contractor claims are due for the work.

Work.

All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

Working Day.

Any calendar day on which the Contractor works or is expected to work in accordance with the approved critical path schedule or work progress schedule.

THEA INTERNET BIDDING.

(7-21) (THEA)

SUBARTICLE 2-2.2 and 2-2.3 is deleted and the following substituted:

2-2.2 Authority Modifications to Contract Documents: Notification of modifications to any Contract Documents will be posted to the Authority's bid software and the Authority's procurement website, and will also be transmitted to the Bidder. The email address provided by the Bidder will be used to transmit notification of modifications. Follow the instructions provided in the notification of modifications to access the amendment files.

The Bidder shall take responsibility for downloading the revised information per the instructions included in the notification of modifications.

2-2.3 Internet Bid Submittals: Unless otherwise indicated in the Advertisement, the Bidder shall use the Authority's bid software to prepare a bid for Internet submittal. The Authority will accept, as the official bid, the set of Proposal Forms generated from the Authority's bid software along with a complete Proposal package, submitted via the Internet in accordance with 2-5 and 2-8. A Digital ID may be required to submit a bid via the Internet. Digital IDs may be obtained as outlined in the Advertisement.

The Authority will not be responsible for any communications or machine breakdowns, transmission interruptions, delays, or any other problems that interfere with the receipt of Proposals as required above either at the Bidder's transmitting location, at the Authority's receiving location, or anywhere between these locations. Receipt or non-receipt of Proposals will not be considered grounds for a bid protest. The Authority will not be held responsible if the Bidder cannot complete or submit a bid due to failure or incomplete delivery of the files submitted via the Internet.

PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.

(REV 11-3-15) (FA 1-27-16) (7-21)

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. 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) (7-21)**

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) (7-21)**

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
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) (7-21) (THEA)

ARTICLE 4-1 is expanded by:

4-1 Intent of Contract.

The Improvements under this Contract consist of repaving and restriping select ramps and mainline areas throughout the Selmon Expressway as described in the Invitation to Bid (ITB). A comprehensive list and location maps of the locations and limits required are included in the ITB and the ITB Attachments. The Improvements are separated into two projects known as the following:

FY22 Selmon Ramps & Miscellaneous Mainline Resurfacing

O-01221: Euclid Ave., Bay-to-Bay Blvd., 50th St. Ramps & WB East
Selmon Mainline;

O-01321: Kennedy Blvd., 78th Street, Falkenburg Rd. & US 301
Ramps & EB East Selmon Mainline;

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

The lump sum amount for pay item 999-2 will be the total of the individual bid prices provided by the Bidder for each of the projects listed in the Contract Documents.

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.

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 Purchase Order or Unilateral Payment: A

Purchase Order 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 Purchase Order, 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) (7-21)

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) (7-21) (THEA)**

SUBARTICLE 6-1.2 is deleted and the following substituted:

6-1.2 Sampling and Testing: Use a sample identification and tracking system agreed to by the Engineer to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Authority. Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the Authority.

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

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

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

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

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

6-1.3.3 Lump Sum Project General Requirements: Material is accepted
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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) (7-21)

SUBARTICLE 7-11.5.3 is expanded by the following:

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

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

(REV 4-25-02) (FA 7-17-02) (7-21) (THEA)

ARTICLE 7-22 is deleted and the following substituted:

7-22 Available Funds.

The Authority will not expend money, incur any liability, or enter into any Contract without approval from the Authority’s Board of Directors and/or the Executive Director. If the Authority enters into such a Contract, verbal or written, in violation of this subsection, such Contract is null and void, and the Authority will not make any payments thereon. The

Authority will require a Contract be negotiated and presented at the subsequently available Board of Directors scheduled meeting for approval prior to entering into any such Contract or other binding commitment of funds, except as authorized by the Executive Director. Nothing herein contained will limit the duration of the Contract being executed, but the Authority will make such Contracts executory only for the value of the services to be rendered or agreed to be paid as presented to the Board of Directors and/or the Executive Director.

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.

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) (7-21)

SECTION 7 is expanded by the following new Article:

7-28 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) (7-21)

SECTION 7 is expanded by the following new Article:

7-29 Preference to State Residents.

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

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

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

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.
(REV 6-13-11) (FA 6-16-11) (7-21)

SECTION 7 is expanded by the following new Article:

7-30 E-Verify.

Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired 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) (7-21)

SECTION 7 is expanded by the following new Article:

7-31 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 - LIMITATIONS OF OPERATIONS –
FENCING. (REV 6-17-04) (FA 7-13-04) (7-21)**

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 – COMPUTATION OF CONTRACT TIME –
ADJUSTING CONTRACT TIME – INCREASED WORK (LUMP SUM).
(REV 8-1-00) (7-21)**

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 – MAINTAIN PROGRESS.
(THEA) (7-21)**

SUBARTICLE 8-8.2 is deleted and the following substituted:

8-8.2 Regulations Governing Suspension for Delinquency:

1. A Contractor is delinquent when the Contract Time for performing the work has expired, and the Contractor has not completed the Contract work.
2. Once the Authority determines that the Contractor is delinquent, the

Authority will give the Contractor written notice of intent to suspend the Contractor from bidding on Authority projects.

3. The Authority will continue a period of suspension until the Contractor is no longer delinquent.

4. During the period of suspension, the Authority will not allow the Contractor and its affiliates to bid on any Authority Contract, regardless of dollar amount, and will not approve the Contractor as a subcontractor on any Authority Contract.

5. The Authority may grant extensions of time during the prosecution of the work as allowed under these Specifications regardless of the Contractor’s delinquency status.

PROSECUTION AND PROGRESS – LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK.

(REV 4-2-19) (FA 9-23-19) (7-21)

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: 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 \$1,000 per Calendar Day 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)

**PROSECUTION AND PROGRESS - DAMAGE RECOVERY.
(REV 8-7-17) (7-21)**

ARTICLE 8-12 is deleted and the following substituted:

8-12 Damage Recovery.

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

8-12.2 Damage Recovery/User Costs: A damage recovery/user cost will be assessed against the Contractor if all lanes are not open to traffic during the times as shown in the Invitation to Bid (ITB). Costs will be assessed beginning at the appropriate time as shown in the ITB and continue until all lanes are open as recorded by the Engineer. This assessment will be in the following amounts:

First 30 minutes and under: \$25,000

Each additional 30 minute period or portion thereof: \$5,000

Such costs will not exceed \$75,000 over a 24 hour period.

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

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

**MEASUREMENT AND PAYMENT (LUMP SUM).
(THEA) (7-21)**

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 15th 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 15th 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:

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

$$\text{Where ID} = \text{Index Difference} = [\text{CAPI} - 0.95(\text{BAPI})]$$

when the API has decreased between the month of bid and month of this progress estimate.

$$\text{Where ID} = \text{Index Difference} = [\text{CAPI} - 1.05(\text{BAPI})]$$

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 discrepancy occurs that results in the acceptance of a material at an adjusted payment level as defined in these Specifications, the Engineer will apply an adjusted payment for the material in question based on the Department's 12-month statewide average unit price for the item. For the purposes of computing pay adjustments, the conversion of quantity shall be based on a G_{sb} of 2.635 for FC-5 and a G_{mm} of 2.540 for all other pavement materials, regardless of mix installed.

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 Invitation to Bid (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 Department's 12-month statewide average unit price. The additional pay quantity shall not exceed 5% of the adjusted quantity. Additions in pay will be made only for additions exceeding \$5,000.

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 Department's 12-month statewide average unit price.

9-2.2.3 Asphalt Overbuild: Where overbuild is included in the Invitation to Bid 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 Department's 12-month statewide average unit price.

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: Not applicable.

9-2.2.5 Quality: Not applicable.

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 9-5.1 is deleted and the following substituted:

9-5.1 General: The Authority will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials.

1. There must be reasonable assurance that the stockpile material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The Contractor shall submit to the Engineer certified invoices to document the value of materials received and the delivery charges for materials to the job site.

4. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

5. Partial payments shall be included in the approved Schedule of Values in the respective work description for which the new material is necessary.

6. Partial payments for new material will be limited to 20% of the total value of the respective work description as shown in the Schedule of Values.

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.

SUBARTICLE 9-8.1 The second paragraph is deleted and the following substituted:

If the Contractor fails to furnish all required Contract Documents as listed in (1) through (9) below within 90 days of the Authority's offer of final payment or request refund of overpayment, the Authority may suspend the Contractor from bidding on future Authority projects until the final payment or refund of overpayment is settled.

SUBARTICLE 9-8.2 is deleted.

SECTION 9 is expanded by the following new Article:

9-11 Submittals.

9-11.1 Submittal Instructions: 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 must include individual quantities for all pavement materials to be used as the basis for pay adjustments in accordance with 9-2.

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: 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 10-17-19) (FA 11-25-19) (7-21)**

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 will be limited to 10% of the original Contract amount. Any remaining amount will be paid at Final Acceptance.

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.

THEA QUALITY CONTROL DOCUMENTATION DATABASE.

(7-21)

SUBARTICLE 105-1.1.2 is deleted and the following substituted:

105-1.1.2 Databases: Coordinate with the Engineer to determine a project-specific Authority database system for quality control documentation prior to testing and material placement. Enter all required and specified documentation and test results into the database. Unlimited access to the database shall be granted to Authority personnel at the request of the Engineer.

MILLING OF EXISTING ASPHALT PAVEMENT - EQUIPMENT.

(REV 12-1-93) (7-21)

ARTICLE 327-2 is expanded by the following:

Remove the existing asphalt from bridge decks and approach slabs using a motor grader in lieu of a milling machine.

Ensure that the removal method does not damage the underlying deck and approach slab surfaces or joints.

MILLING OF EXISTING ASPHALT PAVEMENT

(REV 12-16-19) (FA 12-30-19) (7-21)

SUBARTICLE 327-3.1 is deleted and the following substituted:

327-3 Construction.

327-3.1 General: Remove the existing raised pavement markers (RPMs) before milling. Include the cost of removing existing RPMs in the price for milling.

When milling to improve rideability or cross slope, remove the existing pavement to the average depth specified in the Plans, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. The Engineer may require the use of a stringline to ensure maintaining the proper alignment.

Establish the longitudinal profile of the milled surface in accordance with the milling plans. Ensure the final cross slope of the milled surface parallels the surface cross slope shown in the Plans or as directed by the Engineer. Establish the cross slope of the milled surface by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Plans may waive the requirement of automatic grade or cross slope controls where the situation warrants such action.

Operate the milling machine to minimize the amount of dust being emitted. The Engineer may require prewetting of the pavement.

Provide positive drainage of the milled surface and the adjacent pavement.

Perform this operation on the same day as milling. Milling operations are restricted to only that area which can be milled and resurfaced with the first lift of asphalt within the same work operation and prior to opening to traffic.

Before opening an area which has been milled to traffic, sweep the pavement and gutters with a power broom or other approved equipment to remove, to the greatest extent practicable, fine material which will create dust under traffic. Sweep in a manner to minimize the potential for creation of a traffic hazard and to minimize air pollution. Do not sweep or allow milled asphalt into inlets.

Sweep the milled surface with a power broom before placing asphalt concrete.

In urban and other sensitive areas, use a street sweeper or other equipment capable of removing excess milled materials and controlling dust. Obtain the Engineer's approval of such equipment, contingent upon its demonstrated ability to do the work.

Perform the sweeping operation immediately after the milling operations or as directed by the Engineer.

HOT MIX ASPHALT - GENERAL CONSTRUCTION REQUIREMENTS. (THEA) (7-21)

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 General: Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

330-9.4.2 Test Method: Perform all straightedge testing in accordance with FM 5-509 in the outside wheel path of each lane. The Engineer may require additional testing at other locations within the lane.

330-9.4.3 Traffic Control: Provide traffic control in accordance with Section 102 and Standard Plans, Index 102-607 or 102-619 during all testing. When traffic control cannot be provided in accordance with Index 102-607 or 102-619, submit an alternative Traffic Control Plan as specified in 102-4. Include the cost of this traffic control in the Contract bid prices for the asphalt items.

330-9.4.4 Process Control Testing: Assume full responsibility for controlling all paving operations and processes such that the requirements of these Specifications are met at all times.

330-9.4.5 QC Testing:

330-9.4.5.1 General: Straightedge the final Type SP structural layer and friction course layer in accordance with 330-9.4.2, with the exception that if the method of acceptance is by laser profiler, then straightedging of the friction course layer is not required unless otherwise stated in the Specifications. If the project's method of acceptance is by laser profiler, areas not suitable for testing with the laser profiler will be tested and accepted by straightedging. Test all pavement lanes and ramps where the width is constant and document all deficiencies in excess of 3/16 inch on a form approved by the Engineer.

330-9.4.5.2 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared

use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectionable surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 330-9.5.

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.

330-9.4.5.3 Intermediate Layers and Temporary Pavement: When the design speed is 55 mph or greater and the intermediate Type SP layer or temporary pavement is to be opened to traffic, if the Engineer identifies an objectionable surface irregularity, straightedge and address all deficiencies in excess of 3/8 inch within 72 hours of placement in accordance with 330-9.5.

330-9.4.5.4 Final Type SP Structural Layer: Straightedge the final Type SP structural layer in accordance with 330-9.4.2, either behind the final roller of the paving train or as a separate operation. Notify the Engineer of the location and time of straightedge testing a minimum of 48 hours before beginning testing. The Engineer will verify the straightedge testing by observing the QC straight edging operations. Address all deficiencies in excess of 3/16 inch in accordance with 330-9.5.

When the final structural course is to be opened to traffic and the design speed is 55 mph or greater, if any defect is 3/8 inch or greater, the Engineer may require deficiencies to be corrected within 72 hours after opening to traffic.

330-9.4.5.5 Friction Course Layer: Where required per 330-9.4.5.1, straightedge the friction course layer in accordance with 330-9.4.2, either behind the final roller of the paving train or as a separate operation upon completion of all paving operations. Notify the Engineer of the location and time of straightedge testing a minimum of 48 hours before beginning testing. The Engineer will verify the straightedge testing by observing the QC straightedging operations. Address all deficiencies in excess of 3/16 inch in accordance with 330-9.5.

330-9.4.6 Acceptance:

330-9.4.6.1 Straightedge Acceptance: Acceptance for pavement smoothness of the friction course will be based on verified QC measurements using the straightedge as required by 330-9.4.5. The Engineer will verify the straightedge testing by observing the QC straightedging operations.

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.

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**