February 25, 2022 PREPARED
BY: Joanne J Prince

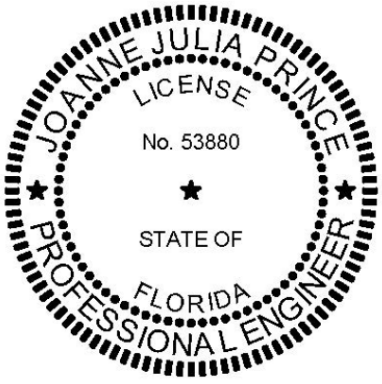
SPECIFICATIONS PACKAGE
Contract Number: _____
FINANCIAL PROJECT ID(S).444197-1-58-01
FEDERAL FUNDS
DISTRICT SIX
MIAMI-DADE COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the January 2022 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

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

This item has been digitally signed and sealed by Joanne J. Prince 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:	02/25/2022
State of Florida,	
Professional Engineer, License No.:	53880
Firm/Agency Name:	BCC Engineering, LLC
Firm/Agency Address:	6401 SW 87th Avenue, Suite 200
City, State, Zip Code:	Miami, FL, 33173
Page(s):	1-100



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LAP DIVISION 1 SPECIFICATIONS (CLASS A B & C).
(REV 8-27-21) (1-22)

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

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)

SECTION 1 – DEFINITIONS AND TERMS.

Department Name: City of North Bay Village

Engineer: Joanne J Prince

Contractor's Engineer of Record.

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

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

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

Specialty Engineer.

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

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

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

SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders.

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

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

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

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

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

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

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

SECTION 4 – SCOPE OF THE WORK.

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

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work is defined as an increase in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension

entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,

b. Actual Rate for items listed in Table 4-1,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time

extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time
C = 8%
Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in

the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed $100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

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

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credit to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

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

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

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

5-11 Final Acceptance.

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

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered

work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the

Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

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

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

a. documented additional job site labor expenses;

b. documented additional cost of materials and supplies;

c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

d. any other additional direct costs or damages and the documents in support thereof;

e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of $3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the Nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the

Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims for Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the

Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the

Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials,

equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

SECTION 6 – CONTROL OF MATERIALS.

6-1 Acceptance Criteria.

6-1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Engineer may inspect and test any material, at points of production, distribution and use.

6-1.2 Sampling and Testing: Use the Department's current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the Department.

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

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

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

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

6-1.3 Certification:

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm . Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

6-1.3.1.1 Approved Product List: This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

Manufacturers seeking to have a product evaluated for the APL must submit a Request for Product Consideration application, available on the Department's website at the following URL: https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm. Applications must include supporting documentation as required by the Specifications, Standard Plans, and APL approval process. Required test reports must be conducted by an independent laboratory or other independent testing facility and required drawings and calculations must be signed and sealed by a Professional Engineer licensed in the State of Florida unless defined otherwise in the Specifications, Standard Plans, and APL approval process requirements. Applications must be signed by a legally responsible person employed by the manufacturer of the product. Manufacturer name and material designation (product name, product model/part number/style number, etc.) submitted on the application must be as identified on the product, product packaging or product labels as required by the Specifications.

Products that have successfully completed the Department's evaluation process are eligible for inclusion on the APL. Unless defined otherwise in the Specifications, Standard Plans, or APL approval process requirements, products listed on the APL must have an associated photograph, drawing, or product label submitted by the product manufacturer before listing on the APL. Manufacturers are required to submit requests to the Department for approval of any modifications or alterations made to a product listed on the APL. This includes, but is not limited to, design, materials, fabrication methods or operational modifications. Modification or alteration requests must be submitted along with supporting documentation that the product continues to meet the Specification or Standard Plans requirements. A product sample and additional product testing may be required for the modification evaluation. Any marked variations from original test values, failure to notify the Department of any modifications or alterations, or any evidence of inadequate performance of a product as a result of product modification or alteration, may result in removal of the product from the APL.

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

6-1.3.2 Contractor Installation Certification: Submit installation certifications as required by the Contract Documents.

6-2 Applicable Documented Authorities Other Than Specifications.

6-2.1 General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

6-2.2 Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If an FM does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addenda thereto, at the time of bid opening.

6-2.3 Construction Aggregates: Aggregates used on Department projects must be in accordance with Rule 14-103, FAC.

6-3 Storage of Materials and Samples.

6-3.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.

6-3.2 Use of Right-of-Way for Storage: If the Engineer allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the Department or as specified in the Contract Documents. Provide any additional space required at no expense to the Department.

6-3.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

6-3.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

6-4 Defective Materials.

Materials not meeting the requirements of these Specifications will be considered defective. The Engineer will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the Department.

Do not use material that has been rejected, until the Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions of this Article, the Engineer has the authority to have the defective material removed and replaced by other forces and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

6-4.1 Engineering Analysis: As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the Contractor may submit to the Engineer a proposed Engineering Analysis Scope to determine the disposition of the material. The Engineering Analysis Scope must contain at a minimum:

1. Description of the defective materials.
2. Supporting information, testing or inspection reports with nonconformities, pictures, drawings, and accurately dimensioned deficiency maps as necessary. For cracked elements, provide drawings showing the location, average width, depth, length, and termination points of each crack along the surfaces. Provide the distance from each termination point to a fixed reference point on the component, such as beam end or edge of flange.
3. Proposed approach of investigation and analysis.
4. Name and credentials of the proposed Specialty Engineer or Contractor's Engineer of Record who will perform the engineering analysis.

5. Proposed testing laboratories, qualified in accordance with Section 105-7.

Upon approval of the Engineering Analysis Scope by the Engineer, the Specialty Engineer or Contractor's Engineer of Record may perform the engineering analysis as defined in the approved scope and submit a signed and sealed Engineering Analysis Report (EAR) to the Engineer. The EAR must contain at a minimum:

1. The approved Engineering Analysis Scope.
2. Any investigations performed and the associated results obtained.
3. Analysis and conclusion.
4. Proposed disposition of the material, addressing the performance and durability of the proposed action.

Provide as appropriate:

1. Written evidence of a previously approved comparable deficiency and its repair.
2. Documented research demonstrating the effectiveness of the proposed repair.
3. Engineering calculations.

A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis within 45 calendar days of the Engineer's approval of the Engineering Analysis Scope, complete and submit the EAR. The EAR must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record that performed the engineering analysis. Allow for a 45 calendar day review period for all EARs associated with a category 2 bridge; tolling components identified in the current FDOT General Tolling Requirements (GTR) Part 3; and the tolling-related signing, DMS and ITS infrastructure. Allow for a 25 calendar day review period for all other items. The Engineer will determine the final disposition of the material after review of the EAR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

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

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

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

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all

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

6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials: Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC.

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/deo112468a91904c88e94148b94569982fdff3d2.pdf?sfvrsn=6b78d1d6_2

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

Comply with the provisions contained in FHWA-1273.

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

7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds: Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify the Engineer upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without the Engineer's permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious

weeds, and their reproductive parts. Refer to Rule 5B-64 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.7 Insecticides, Herbicides and Fertilizers:

7-1.7.1 Insecticides and Herbicides: Use products found on the following website, http://state.ceris.purdue.edu/, approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

Ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Provide a copy of current certificates upon request, to the Engineer.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

7-1.7.2 Fertilizer: Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. Upon request, provide a copy of current certificates to the Engineer.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-7 Control of the Contractor's Equipment.

7-7.2 Overloaded Equipment: Do not operate on any road, street or bridge including a Department owned temporary bridge, any hauling unit or equipment loaded in excess of:

1. the maximum weights specified in the Florida Highway Patrol, Commercial Motor Vehicle Manual (Trucking Manual), or

2. lower weight limits legally established and posted for any section of road or bridge by the Department or local authorities.

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

This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. The Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. The Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.

7-7.5 Contractor's Equipment on Bridge Structures: The Contractor's Engineer of Record shall analyze the effect of imposed loads on bridge structures, including Department owned temporary bridges, within the limits of a construction contract, resulting from the following operations:

1. Overloaded Equipment as defined in 7-7.2:
    a. Operating on or crossing over completed bridge structures.
    b. Operating on or crossing over partially completed bridge structures.
2. Equipment within legal load limits:
    a. Operating on or crossing over partially completed bridge structures.
3. Construction cranes:
    a. Operating on completed bridge structures.
    b. Operating on partially completed bridge structures.
4. Asphalt Milling Equipment:
    a. In excess of 90,000 lbs crossing bridge structures.
    b. Less than 90,000 lbs crossing bridge structures listed on the overweight routing map CRN-2 located on the Office of Maintenance Over-Weight Dimension Permits website at https://www.fdot.gov/maintenance/owod-permit-documents#BlanketAttachments.

Any pipe culvert(s) or box culvert(s) qualifying as a bridge under 1-3 is excluded from the requirements above.

A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.

The Contractor's Engineer of Record shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure's design load capacity.

Submit to the Department for approval the design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure will not be overstressed. The Contractor's Engineer of Record shall sign and seal the drawings and the cover sheet of the calculations for the Department's Record Set.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

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

Wage Rate Decision Number	Associated Work
FL20220178	Highway - All highway work under this contract (Miami - Dade County)

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

7-24 Disadvantaged Business Enterprise Program.

~~**7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:** Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.~~

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

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

~~**7-24.3 Plan Requirements:** Include the following in the DBE Affirmative Action Program Plan:~~

~~1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.~~

~~2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.~~

~~3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:~~

~~a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.~~

~~b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.~~

~~c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.~~

~~d. Encouraging eligible DBEs to apply for certification with the Department.~~

~~e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~

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

1. DBE Commitments - at or before the Pre-Construction Conference.

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

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

1. the procedures adopted to comply with these Specifications;

2. the number of subordinated Contracts on Department projects awarded to DBEs;

3. the dollar value of the Contracts awarded to DBEs;

4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;

5. a description of the general categories of Contracts awarded to DBEs; and

6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

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

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

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

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

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

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5
Over $12,000,000 to $18,000,000	7
Over $18,000,000 to $24,000,000	9
Over $24,000,000 to $31,000,000	12
Over $31,000,000 to $37,000,000	13
Over $37,000,000 to $43,000,000	14
Over $43,000,000 to $49,000,000	15
Over $49,000,000 to $55,000,000	16
Over $55,000,000 to $62,000,000	17
Over $62,000,000 to $68,000,000	18
Over $68,000,000 to $74,000,000	19
Over $74,000,000 to $81,000,000	20
Over $81,000,000 to $87,000,000	21
Over $87,000,000 to $93,000,000	22
Over $93,000,000 to $99,000,000	23
Over $99,000,000 to $105,000,000	24
Over $105,000,000 to $112,000,000	25
Over $112,000,000 to $118,000,000	26
Over $118,000,000 to $124,000,000	27
Over $124,000,000 to $130,000,000	28
Over $130,000,000 to *	

Estimated Contract Amount	Trainees Required
*One additional trainee per $6,000,000 of estimated Construction Contract amount over $130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.
2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.
3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.
4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.
5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training

Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level

management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

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

7-26 Cargo Preference Act – Use of United States-flag vessels.

Pursuant to Title 46CFR Part 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this Appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

SECTION 8 – PROSECUTION OF WORK.

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

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

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

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

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

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

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

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

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

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

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

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a

written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

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

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

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

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

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

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

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

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

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

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the

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

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

The existence of an accepted schedule, including any required update(s) is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

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

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$868
Over $50,000 but less than $250,000	$882
$250,000 but less than $500,000	$1,197
$500,000 but less than $2,500,000	$1,694
$2,500,000 but less than $5,000,000	$2,592
$5,000,000 but less than $10,000,000	$3,786
$10,000,000 but less than $15,000,000	$4,769
$15,000,000 but less than $20,000,000	$5,855

$20,000,000 and over..... $9,214 plus 0.00005 of any amount over $20 million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

SECTION 9 – MEASUREMENT AND PAYMENT.

9-1.3 Determination of Pay Areas:

9-1.3.1 Final Calculation: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, the Engineer will use lengths and widths in the calculations based on the station to station dimensions shown on the plans; the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the surface of the completed work within the neat lines shown on the plans or designated by the Engineer. The Engineer will use the method or combination of methods of measurement that reflect, with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

9-1.3.2 Plan Quantity: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be the plan quantity, the Engineer will determine the final pay quantity based on the plan quantity subject to the provisions of 9-3.2. Generally, the Engineer will calculate the plan quantity using lengths based on station to station dimensions and widths based on neat lines shown in the plans.

9-3 Compensation for Altered Quantities.

9-3.1 General: When alteration in plans or quantities of work not requiring a supplemental agreement as hereinbefore provided for are offered and performed, the Contractor shall accept payment in full at Contract unit bid prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in plans or quantities of work requiring supplemental agreements shall be stipulated in such agreement, except when the Contractor proceeds with the work without change of price being agreed upon, the Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of work. If no Contract unit price is provided in the Contract, and the parties cannot agree as to a price for the work, the Contractor agrees to do the work in accordance with 4-3.2.

9-3.2 Payment Based on Plan Quantity:

9-3.2.1 Error in Plan Quantity: As used in this Article, the term "substantial error" is defined as the smaller of (a) or (b) below:

(a) a difference between the original plan quantity and final quantity of more than 5%,

(b) a change in quantity which causes a change in the amount payable of more than $5,000.

On multiple job Contracts, changes made to an individual pay item due to substantial errors will be based on the entire Contract quantity for that pay item.

Where the pay quantity for any item is designated to be the original plan quantity, the Department will revise such quantity only in the event that the Department determines it is in substantial error. In general, the Department will determine such revisions by final measurement, plan calculations, or both, as additions to or deductions from plan quantities.

In the event that either the Department or the Contractor contends that the plan quantity for any item is in error and additional or less compensation is thereby due, the claimant shall submit, at their own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The Department will not revise the plan quantity solely on the basis of a particular method of construction that the Contractor selects. For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and the Department, prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

9-3.2.2 Authorized Changes in Limits of Work: Where the Department designates the pay quantity for any item to be the original plan quantity and authorizes a plan change which results in an increase or decrease in the quantity of that item, the Department will revise the plan quantity accordingly. In general, the Department will determine such revisions by final measurement, plan calculations or both.

9-3.2.3 Specified Adjustments to Pay Quantities: Do not apply the limitations specified in 9-3.2.1 and 9-3.2.2 to the following:

(1) Where these Specifications or Special Provisions provide that the Department determines the pay quantity for an item on the basis of area of finished work adjusted in accordance with the ratio of measured thickness to nominal thickness.

(2) Where these Specifications provide for a deduction due to test results falling outside of the allowable specified tolerances.

(3) To payment for extra length fence posts, as specified in 550-6.3.

9-3.3 Lump Sum Quantities:

9-3.3.1 Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in 9-3.2.1.

9-3.3.2 Authorized Changes in Work: Where the Department designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the Department will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the Plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the Department will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a supplemental agreement as provided in 4-3.2.

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain

materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

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

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

9-5.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21-A release) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Department may reduce the

retainage to $1,000 plus any amount that the Department elects to deduct for defective work as provided in 9-5.3.

The Department may deduct from payment estimates any sums that the Contractor owes to the Department on any account. Where more than one project or job (separate job number) is included in the Contract, the Department will distribute the reduced retainage as provided in the first paragraph of this Subarticle to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department 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 stockpiled 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 total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

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 payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
3. 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 Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the

Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Florida Department of Transportation."

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

EXCAVATION AND EMBANKMENT (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION)
(REV 01-00) (1-13)

SECTION 120
EXCAVATION AND EMBANKMENT

120-1 Description.

120-1.1 General: Excavate and construct embankments as required for the roadway, ditches, channel changes and borrow material. Prepare subgrades and foundations, construct embankments, and otherwise use or dispose of the materials excavated. Use suitable excavated materials or authorized borrow. Also compact and dress excavated areas and embankments. For excavation and backfilling of structures, refer to Section 125.

Excavate materials for clearing and grubbing under Section 110. Material displaced by the storm sewer or drainage structure system is not included in the earthwork quantities shown on the plans.

120-1.2 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of a hazardous or toxic waste, or contaminants, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate hazardous or toxic wastes or contaminants and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Provisions shall meet all applicable laws, rules or regulations covering hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the District Contamination Assessment Coordinator who will coordinate selecting and tasking the Department's Contamination Assessment/Remediation Contractor (CAR). Provide access to the potential contamination area. Preliminary investigation by the CAR Contractor will determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

The CAR Contractor will delineate the contamination area(s), any staging or holding area required, and, in cooperation with the Prime Contractor and Engineer, develop a work plan that will provide the CAR Contractor's operations schedule with projected completion dates for the final resolution of the contamination issue.

The CAR Contractor will maintain jurisdiction over activities inside any outlined contaminated areas and any associated staging holding areas. The CAR Contractor will be responsible for the health and safety of workers within the delineated areas. Provide continuous access to these areas for the CAR Contractor and representatives of regulatory or enforcement agencies having jurisdiction.

Both Contractors shall use the schedule as a basis for planning the completion of both work efforts. The Engineer may grant the Contract Time extensions according to the provisions of 8-7.3.2.

Cooperate with the CAR Contractor to expedite integration of the CAR Contractor's operations into the construction project. The Prime Contractor is not expected to engage in routine construction activities, such as excavating, grading, or any type of soil manipulation, or any construction processes required if handling of contaminated soil, surface water or ground water is involved. All routine construction activities will be by the CAR Contractor. Adjustments to quantities or to Contract unit prices will be made according to work additions or reductions on the part of the Prime Contractor in accordance with 4-3.

The Engineer will direct the Prime Contractor when operations may resume in the affected area.

120-2 Classifications of Excavation.

120-2.1 General: The Department may classify excavation specified under this Section for payment as any of the following: (1) Regular Excavation, (2) Subsoil Excavation, (3) Lateral Ditch Excavation, and (4) Channel Excavation.

If the proposal does not show Subsoil Excavation or Lateral Ditch Excavation as separate items of payment, include such excavation under the item of Regular Excavation.

If the proposal shows Lateral Ditch Excavation as a separate item of payment, but does not show Channel Excavation as a separate item of payment, include such excavation under the item of Lateral Ditch Excavation. Otherwise, include Channel Excavation under the item of Regular Excavation.

120-2.2 Regular Excavation: Regular Excavation includes roadway excavation and borrow excavation, as defined below for each.

120-2.2.1 Roadway Excavation: Roadway Excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the plans.

120-2.2.2 Borrow Excavation: Borrow Excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Value Engineering Change Proposal (VECP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil Excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, consider the finished grading template as the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, consider the finished grading template as the finished shoulder and slope lines and bottom of completed base or rigid pavement. For pond and ditches that identify the placement of a blanket material, consider the finished grading template as the bottom of the blanket material. Subsoil Excavation also consists of the excavation of all

suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of Subsoil Excavation indicated on the plans as being particularly variable, in accordance with the field conditions actually encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under Embankment or Borrow Excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral Ditch Excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.5 Channel Excavation: Channel Excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-3 Preliminary Soils Investigations.

When the plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Removal of Unsuitable Materials and Existing Roads.

120-4.1 Subsoil Excavation: Where muck, rock, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the plans as the removal limits, of ±0.2 feet [±60 mm] in depth and ±6 inches [±150 mm] (each side) in width.

120-4.2 Removal of Existing Old Road: Where a new roadway is to be constructed over an old one, plow or scarify the old road, and break it up full width, regardless of height of fill. If the plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids.

120-4.3 Obliterating Old Road: Where the plans call for obliteration of portions of an old road outside of the proposed new roadway, obliterate such sections of the old road by grading to fill ditches and to restore approximately the original contour of the ground or a contour which produces a pleasing appearance.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-5.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-5. 1, when approved by the Engineer, in rural undeveloped areas, the Contractor may place muck (A-8 material) on the slopes, or store it alongside the roadway, provided there is a clear distance of at

least 6 feet [2 m] between the roadway grading limits and the muck, and the Contractor dresses the muck to present a neat appearance. In addition, the Contractor may also dispose of this material by placing it on the slopes in developed areas where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Department, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet [90 m] from the nearest roadway right-of-way line of any State-maintained road. If the materials are buried, disregard the 300 foot [90 m] limitation.

120-6 Borrow.

120-6.1 Materials for Borrow: Do not open borrow pits until the Engineer has approved their location.

Do not provide borrow materials that are polluted as defined in Chapter 376 of the Florida Statutes (oil of any kind and in any form, gasoline, pesticides, ammonia, chlorine, and derivatives thereof, excluding liquefied petroleum gas) in concentrations above any local, State, or Federal standards.

Prior to placing any borrow material that is the product of soil incineration, provide the Engineer with a copy of the Certificate of Materials Recycling and Post Burn Analysis showing that the material is below all allowable pollutant concentrations.

120-6.2 Furnishing of Borrow Areas: Furnish areas for borrow.

To obtain the Engineer's approval to use an off-site construction activity area that involves excavation such as a borrow pit or local aggregate pit, request in writing, a Cultural Resources Assessment. Send the request to the Division of Historical Resources, Department of State, State Historic Preservation Officer, Tallahassee, FL. As a minimum, include in the request the State Project Job Number, the County, a description of the property with Township, Range, Section, etc., the dimensions of the area to be affected, and a location map. Do not start any work at the off-site construction activity area until receiving a clearance letter from the Division of Archives and written clearance from the Engineer concerning compliance with the Federal Endangered Species Act as specified in 7-1.4.

For certain locations, the Division of Archives will require a Cultural Resources Field Survey before approval can be granted. When this is required, secure professional archaeological services to make the survey and prepare a report. Submit the report to the Division of Archives with a copy to the Department. The Engineer will base final approval or rejection of the use of the off-site construction activity area on the report.

Before receiving approval or use of borrow areas, obtain written clearance from the engineer concerning compliance with the Federal Endangered Species Act as specified in 7-1.4 and Section 4(f) of the USDOT Act as specified in Section 7-1.7.

The Department will adjust Contract Time in accordance with 8-7 for any suspension of operations required to comply with this Article. The Department will not accept any monetary claims due to delays or loss of off-site construction activity areas.

Except where the plans specifically call for the use of a particular borrow or dredging area, the Contractor may substitute borrow or dredging areas of his own choosing provided: (1) the Engineer determines the materials from such areas meet the Department's standards and other requirements for stability for use in the particular sections of the work in which it is to be placed, and (2) the Contractor absorbs any increase in hauling or other costs.

Before using any borrow material from any substitute areas, obtain the Engineer's approval, in writing, for the use of the particular areas, and, where applicable, ensure that the Engineer has cross-sectioned the surface. Upon such written approval by the Engineer, consider the substitute areas as designated borrow areas.

When furnishing the dredging or borrow areas, supply the Department with evidence that the necessary permits, rights, or waivers for the use of such areas have been secured.

Do not excavate any part of a Contractor furnished borrow area which is less than 300 feet [90 m] from the right-of-way of the project or any State Road until the Engineer has approved a plan for landscaping and restoring the disturbed area. Perform this landscaping and land restoration at no expense to the Department, prior to final acceptance of the project. Do not provide a borrow area closer than 25 feet [8 m] to the right-of-way of any state road. In Department furnished borrow pits, do not excavate material within 5 feet [1.5 m] of the adjacent property lines.

Upon completion of excavation, neatly shape, dress, grass, vegetate, landscape, and drain all exposed areas including haul roads, as necessary so as not to present an objectionable appearance.

Meet the requirements of Section 104 when furnishing borrow areas, regardless of location.

120-6.3 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Department, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.5 Authorization for Use of Borrow: When the item of Borrow Excavation is included in the Contract, use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-7 Materials for Embankment.

120-7.1 Use of Materials Excavated From the Roadway and Appurtenances: Be responsible for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-7.2 General Requirements for Embankment Materials: Construct embankments of acceptable material including broken portland cement concrete pavement and portland cement concrete rubble, but containing no muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed. Remove and waste material designated as undesirable. Use material in embankment construction in accordance with plan details or as the Engineer directs.

Complete the embankment using maximum particle sizes as follows:

In top 12 inches [300 mm]: 3 1/2 inches [90 mm] (in any dimension).

12 to 24 inches [300 to 600 mm]: 6 inches [150 mm] (in any dimension).

In the depth below 24 inches [600 mm]: not to exceed 12 inches [300 mm] (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, the Contractor may place larger rocks (not to exceed 18 inches [450 mm] in any dimension) outside the two to one slope and at least 4 feet [1.2 m] or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Compact grassed embankment areas in accordance with 120-9.2.6.

Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches [90 mm] in diameter within 3 feet [1.0 m] of the location of any end-bent piling.

120-7.3 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-8 Embankment Construction.

120-8.1 General: Construct embankments in sections of not less than 300 feet [90 m] in length or for the full length of the embankment.

120-8.2 Dry Fill Method:

120-8.2.1 General: Except as provided below for material placed on unstable ground and for materials used for flattening slopes, construct embankments in successive layers of not more than 8 inches [200 mm] in thickness, measured loose, for the full width of the embankment. However, the Contractor may construct embankments in successive layers of not more than 12 inches [300 mm] compacted thickness, if he can demonstrate with field tests that he has compacting equipment sufficient to achieve density required by 120-9.2 for the full depth of a thicker lift, and if the compactive effort is approved by the Engineer. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer will base his approval on the results of a test section the Contractor constructed using his specified compactive effort. Construct the test section with a minimum length of 300 feet [90 m], full width, and a maximum length of 1,000 feet [300 m].

Once approved, if there is a change in soil classification of the embankment materials, construct a new test section. Do not change the compactive effort once a test section is approved.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 8 inch [200 mm] loose lifts whenever it is determined that satisfactory results are not being achieved.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-8.2.1.1 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-8.2.2.

120-8.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-8.2.1 and 120-8.2.3.

120-8.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-8.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately two to one), place such material in layers of not more than 18 inches [450 mm] in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch [450 mm] layers.

120-8.3 Hydraulic Method:

120-8.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is rehandled, or moved and placed in its final position by any other method, as specified in 120-8.2. The Contractor may use baffles or any form of construction he may select provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-8.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-8.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet [60 m] of the toe of the proposed embankment.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-9.2 Compaction of Embankments:

120-9.2.1 Density Requirements: Except for embankment constructed by the hydraulic method as specified in 120-8.3 and for the material placed outside the standard minimum slope as specified in 120-8.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to a density of at least 100% of the maximum density as determined by AASHTO T 99, Method C. Uniformly compact each layer, using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.2 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches [300 mm] (as provided in 120-8.2.2), compact the top 6 inches [150 mm] (compacted thickness) of such layer to the density as specified in 120-9.2.1.

120-9.2.3 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups (see Florida Sampling and Testing Methods, M145), as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi [1.7 MPa] on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch [25 mm]. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.4 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-9.2.5 Compaction of Grassed Shoulder Areas: For the upper 6 inches [150 mm] layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-9.2.6 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches [150 mm] for the subsequent seeding or planting operations.

120-9.3 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of 125-8.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of 125-8.

120-9.4 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade area (as defined in 1-3) in both cuts and fills to the density specified in 120-9.2.1. Do not apply density requirements where constructing narrow widening strips 4 feet [1.2 m] or less on undisturbed soil.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet [1 m] wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair, at no expense to the Department, except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of

the work. Perform maintenance and protection of earthwork construction in accordance with Section 104.

Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 Construction.

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot [90 mm] above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot [30 mm] of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot [30 mm] above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot [90 mm] from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 Method of Measurement.

120-12.1 General: When payment for excavation is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards [cubic meters], calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer, unless otherwise specified under the provisions for individual items.

Where Subsoil Excavation extends outside the lines shown in the plans or authorized by the Engineer including allowable tolerances, and the space is backfilled with material obtained in additional authorized roadway or borrow excavation, the net fill, plus shrinkage allowance, will be deducted from the quantity of Roadway Excavation or Borrow Excavation to be paid for, as applicable.

The quantity of all material washed, blown, or placed beyond the authorized roadway cross-section will be determined by the Engineer and will be deducted from the quantity of Roadway Excavation or Borrow Excavation to be paid for, as applicable.

Subsoil Excavation that extends outside the lines shown in the plans or authorized by the Engineer including allowable tolerances will be deducted from the quantity to be paid for as Subsoil Excavation.

120-12.2 Roadway Excavation: The measurement will include only the net volume of material excavated between the original ground surface and the surface of the completed earthwork, except that the measurement will also include all unavoidable slides which may occur in connection with excavation classified as Roadway Excavation.

The pay quantity will be the plan quantity provided that the excavation was accomplished in substantial compliance with the plan dimensions and subject to the provisions of 9-3.2 and 9-3.4. On designated 3-R Projects, Regular Excavation will be paid for at the Contract lump sum price provided that the excavation was accomplished in substantial compliance with the plan dimension.

120-12.3 Borrow Excavation: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. If measurement is made in vehicles, level the material to facilitate accurate measurement.

Unsuitable material excavated from borrow pits where truck measurement is provided for and from any borrow pits furnished by the Contractor, will not be included in the quantity of excavation to be paid for.

120-12.4 Lateral Ditch Excavation: The measurement will include only material excavated within the lines and grades indicated in the plans or as directed by the Engineer. The measurement will include the full station-to-station length shown in the plans or directed by the Engineer and acceptably completed. Excavation included for payment under Section 125 will not be included in this measurement.

The pay quantity will be the plan quantity provided that the excavation was accomplished in substantial compliance with the plan dimensions and subject to the provisions of 9-3.2 and 9-3.4.

120-12.5 Channel Excavation: The measurement will include only material excavated within the lines and grades indicated in the plans or in accordance with authorized plan changes. The measurement will include the full station-to-station length shown in the plans including any authorized changes thereto.

If shoaling occurs subsequent to excavation of a channel and the Engineer authorized the shoaled material to remain in place, the volume of any such material remaining within the limits of channel excavation shown in the plans will be deducted from the measured quantity of Channel Excavation.

120-12.6 Subsoil Excavation: The measurement will include only material excavated within the lines and grades indicated in the plans (including the tolerance permitted therefore) or as directed by the Engineer.

When no item for Subsoil Excavation is shown in the proposal but Subsoil Excavation is subsequently determined to be necessary, such unanticipated Subsoil Excavation will be paid for as provided in 4-4.

120-12.7 Embankment: The quantity will be at the plan quantity.

Where payment for embankment is not to be included in the payment for the excavation, and is to be paid for on a cubic yard [cubic meter] basis for the item of Embankment, the plan quantities to be paid for will be calculated by the method of average end areas unless the Engineer determines that another method of calculation will provide a more accurate result. The measurement will include only material actually placed above the original ground line, within the lines and grades indicated in the plans or directed by the Engineer. The length used in the computations will be the station-to-station length actually constructed. The original ground line used in the computations will be as determined prior to placing of embankment subject to the provisions of 9-3.2, and no allowance will be made for subsidence of material below the surface of the original ground.

If there are authorized changes in plan dimensions or if errors in plan quantities are detected, plan quantity will be adjusted as provided in 9-3.2.

Where the work includes excavation of unsuitable material below the finished grading template or original ground line, whichever is lower as defined in 120-2.3, the original ground line is defined as the surface prior to beginning excavation, except that this surface is not outside the permissible tolerance of lines and grades for Subsoil Excavation as indicated in the plans or as directed by the Engineer. Any overrun or underrun of plan quantity for Subsoil Excavation which results in a corresponding increase or decrease in embankment will be considered as an authorized plan change for adjustment purposes as defined in 9-3.2.2.

No payment will be made for embankment material used to replace unsuitable material excavated beyond the lines and grades shown in the plans or ordered by the Engineer.

In no case will payment be made for material allowed to run out of the embankment on a flatter slope than indicated on the cross-section. The Contractor shall make his own estimate on the volume of material actually required to obtain the pay section.

120-13 Basis of Payment.

120-13.1 General: Prices and payments for the various work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; maintaining and protecting the complete earthwork; and hauling.

The Department will not allow extra compensation for any rehandling of materials.

The Department will compensate for the cost of grassing or other permanent erosion control measures directed by the Engineer as provided in the Contract for similar items of roadway work.

120-13.2 Excavation:

120-13.2.1 Items of Payment: When no classification of material is indicated in the plans, and bids are taken only on Regular Excavation, the total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Regular Excavation.

When separate classifications of excavation are shown in the proposal, the quantities of each of the various classes of materials so shown will be paid for at the Contract unit prices per cubic yard [cubic meter] for Regular Excavation, Lateral Ditch Excavation,

Subsoil Excavation, and Channel Excavation, as applicable, and any of such classifications not so shown will be included under the item of Regular Excavation (except that if there is a classification for Lateral Ditch Excavation shown and there is no classification for Channel Excavation, any channel excavation will be included under the item of Lateral Ditch Excavation). As an exception, on designated Projects, Regular Excavation will be paid for at the Contract lump sum price.

120-13.2.2 Basic Work Included in Payments: Prices and payments will be full compensation for all work described under this Section, except for any excavation, or embankment which is specified to be included for payment under other items. Such prices and payments will include hauling; any rehandling that may be necessary to accomplish final disposal as shown in the plans; the dressing of shoulders, ditches and slopes; removal of trash, vegetation, etc., from the previously graded roadway where no item for clearing and grubbing is shown in the plans; and compacting as required.

120-13.2.3 Additional Depth of Subsoil Excavation: Where Subsoil Excavation is made to a depth of 0 to 5 feet [0 to 1.5 m] below the depth shown on the Contract plans, such excavation will be paid for at the unit price bid.

Where Subsoil Excavation is made to a depth greater than 5 feet [1.5 m], and up to 15 feet [4.5 m], deeper than the depth shown on the Contract plans, such excavation will be paid for at the unit price bid plus 25% of such unit price. Additional extra depth, more than 15 feet [4.5 m] below such plan depth, will be considered as a change in the character of the work and will be paid for as Unforeseeable Work.

Where no subsoil excavation is shown in a particular location on the original plans, payment for extra depth of subsoil will begin 5 feet [1.5 m] below the lowest elevation on the grading template.

120-13.2.4 Borrow Excavation: When the item of Borrow Excavation is included in the Contract, price and payment will also include the cost of furnishing the borrow areas and any necessary clearing and grubbing thereof, the removal of unsuitable material that it is necessary to excavate in order to obtain suitable borrow material, and also the costs incurred in complying with the provisions of 120-6.4.

120-13.2.5 Materials Excluded from Payment for the Excavation: No payment as excavation will be made for any excavation covered for payment under the item of Embankment.

No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer; except that, in the operations of roadway excavation, all slides and falls of insecure masses of material beyond the regular slopes and not due to lack of precaution on the part of the Contractor will be paid for at the Contract unit price for the material involved. The removal of slides and falls of material classified as Lateral Ditch Excavation or as Subsoil Excavation will not be paid for separately, but will be included in the Contract unit price for the pay quantity of these materials, measured as provided in 120-12.

120-13.3 Embankment:

120-13.3.1 General: Price and payment will be full compensation for all work specified in this Section, including all material for constructing the embankment; all excavating, dredging, pumping, placing and compacting of material for constructing the embankment complete; dressing of the surface of the roadway, maintenance and protection of the completed earthwork, and the removal of rubbish, vegetation, etc., from the roadway, where no clearing and grubbing of the area is specified in the plans. Also, such price and payment, in each case, will specifically include all costs of any roadway, lateral ditch, or channel excavation, unless such excavation is specifically shown to be paid for separately, regardless of whether the materials are utilized in the embankment.

120-13.3.2 Excluded Material: No payment will be made for the removal of muck or overburden from the dredging or borrow areas. No payment will be made for embankment material used to replace muck or other unsuitable material excavated beyond the lines and grades shown in the plans or ordered by the Engineer.

120-13.3.3 Clearing and Grubbing: No payment will be made for any clearing and grubbing of the borrow or dredging areas. Where no clearing and grubbing of such areas is specified in the plans, the cost of any necessary clearing and grubbing will be included in the Contract unit or lump sum price for Embankment.

120-13.3.4 Cost of Permits, Rights, and Waivers: Where the Contractor provides borrow or dredging areas of his own choosing, the cost of securing the necessary permits, rights or waivers will be included in the Contract price for Embankment.

120-13.4 Payment Items: Payment will be made under:

Item No. 120- 1-	Regular Excavation - per cubic yard.
Item No. 2120- 1-	Regular Excavation - per cubic meter.
Item No. 120- 2-	Borrow Excavation - per cubic yard.
Item No. 2120- 2-	Borrow Excavation - per cubic meter.
Item No. 120- 3-	Lateral Ditch Excavation - per cubic yard.
Item No. 2120- 3-	Lateral Ditch Excavation - per cubic meter.
Item No. 120- 4-	Subsoil Excavation - per cubic yard.
Item No. 2120- 4-	Subsoil Excavation - per cubic meter.
Item No. 120- 5-	Channel Excavation - per cubic yard.
Item No. 2120- 5-	Channel Excavation - per cubic meter.
Item No. 120- 6-	Embankment - per cubic yard.
Item No. 2120- 6-	Embankment - per cubic meter.
Item No. 120-71-	Regular Excavation (3-R Projects)- lump sum.
Item No. 2120-71-	Regular Excavation (3-R Projects)- lump sum.

STABILIZING (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).
(REV 01-00) (1-13)

SECTION 160
STABILIZING

160-1 Description.

Stabilize designated portions of the roadbed to provide a firm and unyielding subgrade, having the required bearing value specified in the plans. When specified in the plans, provide additional strengthening of the subbase by additional stabilizing of the upper portion of the previously stabilized subgrade, within the limits specified.

160-2 Stabilized Subgrade.

For stabilized subgrade, the Contractor may choose the type of material, Commercial or Local.

When the stabilizing is designated as Type B, the Engineer will determine compliance with the bearing value requirements by the Limerock Bearing Ratio (LBR) Method. If approved by the Engineer and only for materials requiring an LBR value of 40, the Engineer may omit Sections 6.0 and 6.1 of Florida Method of Test for Limerock Bearing Ratio (FM 5-515) and perform an Unsoaked LBR Test. The Engineer or the Contractor may request to use this method. If the Unsoaked LBR Test results in a failing test, then the Engineer will perform a standard Soaked LBR Test. When the stabilizing is designated as Type C, the Engineer will determine compliance by the Florida Soil Bearing Test.

The Contractor is responsible to make the finished roadbed section meet the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, the Department will make full payment for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing materials from other sources within the limits of the stabilizing.

After substantially completing the roadbed grading operations, determine the type and quantity (if any) of stabilizing material necessary for compliance with the bearing value requirements. Notify the Engineer of the approximate quantity to be added. Obtain the Engineer's approval for spreading and mixing-in of such quantity of materials to achieve uniformity and effectiveness.

The Engineer may allow, at no additional cost to the Department, the substitution of 6 inches [150 mm] of Granular Subbase meeting the requirements of Section 290, when 12 inches [300 mm] of Type B Stabilization requiring an LBR value of 40 is specified.

160-3 Stabilized Subbase.

When Stabilized Subbase is required, after the mixing operations for the stabilization of the entire subgrade limits, strengthen the upper portion of the subgrade, within the limits shown, by adding and mixing-in a loose depth of commercial stabilizing material as designated in the plans or as may be otherwise designated by the Engineer. Provide a minimum depth of spread 3 inches [75 mm] (loose measurement).

160-4 Materials.

160-4.1 Commercial and Local Materials: Meet the requirements of Section 914 for the particular type of stabilizing material to be used.

160-4.2 Use of Materials from Existing Base: When the use of materials from an existing base is required as all, or a portion, of the stabilizing additives, the Engineer will direct the location, placement, and distribution of such materials. Perform this work prior to the spreading of any additional commercial or local materials. Do not remove any section of existing base until the need for it in maintaining traffic is fulfilled.

The Engineer may direct the Contractor to use materials from an existing base in combination with

either of the designated types of stabilizing.

160-5 Construction Methods.

160-5.1 General: Prior to the beginning of stabilizing operations, construct the area to be stabilized to an elevation such that, upon completion of stabilizing operations, the completed stabilized subgrade will conform to the lines, grades, and cross-section shown in the plans. Prior to spreading any additive stabilizing material, bring the surface of the roadbed to a plane approximately parallel to the plane of the proposed finished surface.

The Contractor may process the subgrade to be stabilized in one course, unless the equipment and methods being used do not provide the required uniformity, particle size limitation, compaction, and other desired results, in which case, the Engineer will direct that the processing be done in more than one course.

160-5.2 Application of Stabilizing Material: When additive stabilizing materials are required, spread the designated quantity uniformly over the area to be stabilized.

When materials from an existing base are to be used in the stabilizing at a particular location, place and spread all of such materials prior to the addition of other stabilizing additives.

Spread commercial stabilizing material by the use of mechanical material spreaders, except that where use of such equipment is not practicable, use other means of spreading, but only upon written approval of the proposed alternate method.

160-5.3 Mixing: Perform mixing using rotary tillers or other equipment meeting the approval of the Engineer. The Contractor may mix the materials in a plant of an approved type suitable for this work. Thoroughly mix the area to be stabilized throughout the entire depth and width of the stabilizing limits.

Perform the mixing operations, as specified, (either in place or in a plant) regardless of whether the existing soil, or any select soils placed within the limits of the stabilized sections, have the required bearing value without the addition of stabilizing materials.

As an exception to the above mixing requirements, where the subgrade is of rock, the Engineer may waive the mixing operations (and the work of stabilizing), and the Department will not pay for stabilization for such sections of the roadway.

160-5.4 Maximum Particle Size of Mixed Materials: At the completion of the mixing, ensure that the gradation of the material within the limits of the area being stabilized is such that 97% will pass a 3½ inch [90 mm] sieve and that the material does not have a plasticity index greater than eight or liquid limit greater than 30. Note that clay balls or lumps of clay size particles (2 microns or less) [(2 μm or less)] and therefore cannot be considered as individual particle sizes. Remove any materials not meeting the plasticity requirements from the stabilized area. The Contractor may break down or remove from the stabilized area materials not meeting the gradation requirements.

160-5.5 Compaction: Except where a stabilized subbase is also to be constructed (as specified in 160-6), after completing the mixing operations and satisfying the requirements for bearing value, uniformity, and particle size, compact the stabilized area in accordance with 160-8. Compact the materials at a moisture content permitting the specified compaction. If the moisture content of the material is improper for attaining the specified density, either add water or allow the material to dry until reaching the proper moisture content for the specified compaction.

160-5.6 Finish Grading: Shape the completed stabilized subgrade to conform with the finished lines, grades, and cross-section indicated in the plans. Check the subgrade using elevation stakes or other means approved by the Engineer.

160-5.7 Requirements for Condition of Completed Subgrade: After completing the stabilizing and compacting operations, ensure that the subgrade is firm and substantially unyielding to the extent that it will support construction equipment and will have the bearing value required by the plans.

Remove all soft and yielding material, and any other portions of the subgrade which will not compact readily, and replace it with suitable material so that the whole subgrade is brought to line and grade, with proper allowance for subsequent compaction.

160-5.8 Maintenance of Completed Subgrade: After completing the subgrade as specified above,

maintain it free from ruts, depressions, and any damage resulting from the hauling or handling of materials, equipment, tools, etc. The Contractor is responsible for maintaining the required density until the subsequent base or pavement is in place including any repairs, replacement, etc., of curb and gutter, sidewalk, etc., which might become necessary in order to recompact the subgrade in the event of underwash or other damage occurring to the previously compacted subgrade. Perform any such recompaction at no expense to the Department. Construct and maintain ditches and drains along the completed subgrade section.

160-6 Stabilized Subbase (Additional Strengthening of Upper Portion).

When a stabilized subbase is to be constructed in conjunction with the stabilization operations, after the mixing of the stabilization area as specified in 160-5.3, and determination that the bearing value requirements specified in 160-7 have been met, shape the area over which the stabilized subbase is to be constructed as provided in 160-5.1, and compact it sufficiently to provide a firm surface for the operations to follow. Spread the amount of commercial stabilizing material specified in 160-3 for this operation, in accordance with 160-5.2, and mix it to the depth indicated in the plans, in accordance with 160-5.3. Allow a tolerance of 1 inch [25 mm] in excess of the plan depth in this mixing. The Engineer will not perform any additional tests for bearing value after the mixing of materials for the Stabilized Subbase.

Compact and finish grading, as specified in 160-5.5 and 160-5.6, and meet the provisions of 160-5.4, 160-5.7, and 160-5.8 for this work.

When commercial materials are used as the stabilizing additives for the initial subgrade stabilization, the Engineer may eliminate the work of Stabilized Subbase, either entirely or in designated sections of the overall limits for this work as may be specified in the plans.

160-7 Bearing Value Requirements.

160-7.1 General: The Engineer will obtain and test bearing value samples at completion of satisfactory mixing of the stabilized area. For any area where the bearing value obtained is deficient from the value indicated in the plans, in excess of the tolerances established herein, spread and mix additional stabilizing material in accordance with 160-5.3. Perform this reprocessing for the full width of the roadway being stabilized and longitudinally for a distance of 50 feet [15 m] beyond the limits of the area in which the bearing value is deficient.

The Contractor shall make his own determination of the quantity of additional stabilizing material to be used in reprocessing.

160-7.2 Tolerances in Bearing Value Requirements: Use the following undertolerances from the specified bearing value, as based on tests performed on samples obtained after completing mixing operations:

Specified Bearing Value	Undertolerance
LBR 40	5.0
LBR 35	4.0
LBR 30 (and under)	2.5
All Florida Bearing Values	5.0

The following unsoaked bearing value requirement is based on tests performed on samples obtained after completing mixing operations:

Specified Bearing Value	Unsoaked Bearing Value Required	Undertolerance
LBR 40	LBR 43	0.0

160-8 Density Requirements.

160-8.1 General: Within the entire limits of the width and depth of the areas to be stabilized, other than as provided in 160-8.2, obtain a minimum density at any location of 98% of the maximum density as determined by AASHTO T 180. When bearing value determinations are made by the Florida Soil Bearing Test, the Engineer will use Test Method C of AASHTO T 180, and, when bearing value determinations are made by the Limerock Bearing Ratio Method, the Engineer will use Test Method D of AASHTO T 180 (as modified by the Department's Research Bulletin 22-B, Revised April, 1972).

160-8.2 Exceptions to Density Requirements: The Contractor need not obtain the minimum density specified in 160-8.1 if within the following limits:

(a) The width and depth of areas which are to be subsequently incorporated into a base course under the same contract.

(b) The upper 6 inches [150 mm] of areas to be grassed under the same contract.

Compact these areas to a reasonably firm condition as directed by the Engineer.

160-9 Method of Measurement.

160-9.1 Type B Stabilization and Type C Stabilization: The quantity to be paid for will be the plan quantity, in square yards [square meters], completed and accepted.

160-9.2 Stabilized Subbase: The quantity to be paid for will be the area, in square yards [square meters], completed and accepted.

160-9.3 Commercial Stabilizing Material: The quantity to be paid for separately will be determined by measurement, loose volumes, in truck bodies, at the point of unloading.

160-10 Basis of Payment.

160-10.1 Type B Stabilization and Type C Stabilization: Price and payment will constitute full compensation for all work specified in this Section applicable to these types of Stabilization, including furnishing and spreading of all stabilizing material required and any reprocessing of stabilization areas necessary to attain the specified bearing value.

160-10.2 Stabilized Subbase: Price and payment will constitute full compensation for the work of incorporating the additional commercial stabilizing material into the designated subbase area.

160-10.3 Commercial Stabilizing Material: Price and payment will be full compensation for furnishing and spreading commercial stabilizing material.

No separate payment will be made for any commercial stabilizing material which the Contractor may elect to use in Type B or Type C Stabilization.

No separate payment will be made for the work of using materials from an existing base, in the stabilizing section.

160-10.4 General: The above prices and payments will constitute full compensation for all work and materials specified in this Section, specifically including all costs of the processing and incorporation of existing base materials into the proposed stabilization area when such work is required by the plans.

If the item of Borrow Excavation is included in the Contract, any stabilizing materials obtained from designated borrow areas will be included in the pay quantity for Borrow Excavation.

160-10.5 Payment Items: Payment will be made under:

Item No. 160- 3- Commercial Stabilizing Material - per cubic yard.
Item No. 2160- 3- Commercial Stabilizing Material - per cubic meter.
Item No. 160- 4- Type B Stabilization - per square yard.
Item No. 2160- 4- Type B Stabilization - per square meter.
Item No. 160- 5- Type C Stabilization - per square yard.
Item No. 2160- 5- Type C Stabilization - per square meter.
Item No. 160- 6- Stabilized Subbase - per square yard.
Item No. 2160- 6- Stabilized Subbase - per square meter.

STABILIZED SUBBASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).
(REV 01-00) (1-13)

SECTION 180
STABILIZED SUBBASE

180-1 Description.

Construct a Stabilized Subbase composed of roadbed soil stabilized with commercial stabilizing material.

180-2 Stabilizing Material.

Use commercial stabilizing material meeting the requirements of 914-3.1 for roadbed construction, as amended herein.

180-3 Preparation of Roadbed and Rate of Spread for Stabilizing Material.

Before beginning stabilizing operations, complete the area to be stabilized to a grade and typical cross-section parallel to the finished elevation of the stabilized subbase. Dispose of surplus excavated materials resulting from this work as set forth in 120-5.

As an exception to the above, if the typical section does not include curb and gutter construction, the Engineer will authorize raising the finished stabilized subbase elevation to allow for excess bulking caused by adding commercial stabilizing material. Raise the overlying base and pavement course a corresponding distance. The pay quantity for Embankment will not be adjusted when the finished elevation of the completed roadway is raised in accordance with the above.

When the commercial stabilizing material to be used is known, the Engineer will determine the rate of spread from laboratory tests of blends of roadway material sampled after roadbed grading operations are completed to the approximate elevation of the finished subbase over a substantial section of the project. The Engineer will verify the rate of spread as to field performance using test sections described below.

Approximately 30 days before beginning stabilized subbase operations, construct a trial section approximately 1,000 feet [300 m] in length using the commercial stabilizing material selected for project use. The Engineer will designate the rate of spread of commercial stabilizing material for the trial section. The rate within the trial section may vary to provide up to four subsections. During the 30 day period, the Engineer will evaluate the test section based on appropriate sampling, testing and observation of the subbase's capability to remain firm and unyielding when subjected to construction equipment loading.

If soil characteristics in the upper portion of the roadway vary significantly between project sections or if the commercial stabilizing material is from more than one source, the Engineer will require construction of additional trial sections.

Schedule operations to allow time for evaluation of the trial section.

180-4 Incorporation of Stabilizing Material and Mixing-In.

180-4.1 Spreading and Mixing: Place the stabilizing material on areas to be stabilized and spread uniformly to the loose depth shown in the plans or ordered by the Engineer. Use mechanical material spreaders, unless the Engineer approves other means of controlling the spread. Mix the stabilizing material thoroughly with the soil using rotary tillers or other approved equipment capable of achieving a satisfactory blend. Mix as soon as practicable but no later than one week after placing the stabilizing material. Thoroughly mix the area throughout the entire depth and width of the stabilized subbase.

180-4.2 Maximum Particle Size of Mixed Materials: After mixing, all material particles within the stabilized subbase limits shall pass a 3 1/2 inch [90 mm] sieve. Remove particles not meeting this requirement or break them down to meet this requirement.

180-4.3 Plant Mixing: Provided that a uniform mixture containing the proper amount of water is achieved, a central plant mix method may be used for soil mixing instead of mixing in place.

180-4.4 Depth of Mixing Stabilizing Material: Mix the stabilizing material to the nominal depth shown in the plans. The following tolerances over or under the specified depth will be allowed:

Plan Depth	Tolerance
8 inches [200 mm] or less	1 inch [25 mm]
Over 8 inches [200 mm]	2 inches [50 mm]

If the measured mixing depth is less than the minimum specified above, remix the stabilized subbase until the stabilizing material is distributed throughout the subbase course to the required depth.

Where the measured mixing depth exceeds the maximum specified, add 1 inch [25 mm] of stabilizing material (loose measure) for each 1 inch [25 mm] exceeding the allowable depth (but in no case less than 1 inch [25 mm] of material) in the top 6 inches [150 mm] of the subbase. Work or materials to correct the above deficiency will be at no expense to the Department.

The Engineer may waive the above remixing requirements or adding stabilizing material and remixing for Stabilized Subbase that serves solely as a working platform for concrete paving equipment, if the original subbase is firm and substantially unyielding.

180-5 Compaction.

Shape and compact the subbase after the mixing operations are complete. The minimum density acceptable is 98% of the maximum density determined by AASHTO T 180. Use Test Method D of AASHTO T 180 (as modified by the Department's Research Bulletin 22-B, Revised April, 1972). The specified density is not required in the upper 6 inches [150 mm] of areas to be grassed.

The Engineer may waive the density requirement for Stabilized Subbase that serves solely as a working platform for concrete paving equipment, if the subbase as compacted is firm and substantially unyielding.

Compact the materials at a moisture content to allow the specified density be attained. Add water or allow the material to dry to achieve the proper moisture content for adequate compaction.

180-6 Finish Grading.

180-6.1 General: Shape the completed stabilized subbase to conform with the finished lines, grades and cross section indicated in the plans. Check the subbase by using elevation stakes, or other means approved by the Engineer.

Do not dispose of surplus excavated materials on shoulders to be grassed or sodded.

180-6.2 Working Platforms for Econocrete Base on Through Lanes: Immediately prior to placing of roadway Econocrete Base, trim the subbase with an automatically controlled subgrade trimming machine, as specified in 350-3.2, to a tolerance of 1/8 inch [3 mm] above or below true grade as established by the taut line set for vertical control of the machine. Trim across the entire width to be paved in each pass of the paving train (including the area on which the slipform paver tracks will operate) in a single pass. The Engineer will check the area of the subbase where the slipform paver tracks will operate for proper elevation by measuring from a stringline stretched across the taut lines placed for vertical control of the subgrade trimming machine. Provide labor necessary to assist in taking such measurements.

180-7 Requirements for Condition of Completed Subbase.

After the stabilizing and compacting operations, ensure that the subbase is firm and substantially unyielding to support construction equipment.

Remove and replace with a suitable material, all soft and yielding material, and any other portions of the subbase that will not compact readily. Bring the whole subbase to line and grade, with proper allowance for subsequent compaction.

180-8 Maintenance of Completed Subbase.

Maintain the completed subbase free from ruts, depressions and any damage resulting from the hauling or handling of materials, equipment, tools, etc. Maintain the required density until the subsequent base is in place. Recompaction will be at no expense to the Department.

180-9 Method of Measurement.

The quantity to be paid for will (1) be plan quantity, in square yards [square meters] of stabilized subbase, completed and accepted, and (2) the volume in cubic yards [cubic meters] of commercial stabilizing material, applied on the road and accepted.

The quantity of Commercial Stabilizing Material will be determined by measurement in a loose condition, leveled in truck bodies at the placement location.

180-10 Basis of Payment.

Prices and payments will be full compensation for all the work in this Section including furnishing, hauling, placing and spreading all stabilizing material, and mixing, compacting, finishing and maintaining the subbase. The costs of necessary excavation below the finished grade of the subbase to place the stabilizing material, and the disposal of all surplus excavation, will also be included.

No additional compensation will be made for any of the work or material required to correct over or under depth mixing as specified in 180-4.4.

Payment shall be made under:

Item No. 180- 70-	Stabilized Subbase (12 inches) - per square yard.
Item No. 2180- 70-	Stabilized Subbase (300 mm) - per square meter.
Item No. 180- 71-	Commercial Stabilizing Material (Special) - per cubic yard.
Item No. 2180- 71-	Commercial Stabilizing Material (Special) - per cubic meter.

LIMEROCK BASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 01-00) (1-13)

SECTION 200
LIMEROCK BASE

200-1 Description.

Construct a base composed of limerock.

200-2 Materials.

Meet the requirements of Section 911. The Contractor may use more than one source of limerock on a single Contract provided that a single source is used throughout the entire width and depth of a section of base. Obtain approval from the Engineer before placing material from more than one source. Place material to ensure total thickness single source integrity at any station location of the base. Intermittent placement or "Blending" of sources is not permitted. Limerock may be referred to hereinafter as "rock".

Do not use any of the existing limerock base that is removed to construct the new limerock base.

200-3 Equipment.

Use mechanical rock spreaders, equipped with a device that strikes off the rock uniformly to laying thickness, capable of producing even distribution. For crossovers, intersections and ramp areas; roadway widths of 20 feet [6 m] or less; the main roadway area when forms are used and any other areas where the use of a mechanical spreader is not practicable; the Contractor may spread the rock using bulldozers or blade graders.

200-4 Transporting Limerock.

Transport the limerock to its point of use, over rock previously placed, if practicable, and dump it on the end of the preceding spread. Hauling and dumping on the subgrade will be permitted only when, in the Engineer's opinion, these operations will not be detrimental to the subgrade.

200-5 Spreading Limerock.

200-5.1 Method of Spreading: Spread the rock uniformly. Remove all segregated areas of fine or coarse rock and replace them with properly graded rock.

200-5.2 Number of Courses: When the specified compacted thickness of the base is greater than 6 inches [150 mm], construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches [75 mm]. The thickness of the first course may be increased to bear the weight of the construction equipment without disturbing the subgrade.

If, through field tests, the Contractor can demonstrate that the compaction equipment can achieve density for the full depth of a thicker lift, and if approved by the Engineer, the base may be constructed in successive courses of not more than 8 inches [200 mm] compacted thickness.

The Engineer□s approval will be based on results of a test section constructed using the Contractor□s specified compactive effort. Approval requires the compactive effort pass a minimum of five density tests with no failing tests. Construct a test section between 300 feet [90 m] and 1,000 feet [300 m] in length, full width. At each test site, the bottom 6 inches [150 mm] must be tested and pass. Remove the materials above the bottom 6 inches [150 mm], at no expense to the Department. The minimum density required on the thicker lift will be the average of the five results obtained on the thick lift in the passing test section. Maintain the exposed surface as close to □undisturbed□ as possible; no further compaction will be permitted during the test preparation. If unable to achieve the required density, remove and replace or repair the test section to comply with the specifications at no additional expense to the Department.

Once approved, a change in the source of base material will require the construction of a new test section. The compactive effort will not be allowed to change once the test section is approved. The Engineer will periodically verify the density of the bottom 6 inches [150 mm] during thick lift operations.

The Department may terminate the use of thick lift construction and have the Contractor revert to the 6 inch [150 mm] maximum lift thickness if satisfactory results are not being achieved.

200-5.3 Limerock Base for Shoulder Pavement: Unless otherwise permitted, complete all limerock base shoulder construction at any particular location before placing the final course of pavement on the traveled roadway. When dumping material for the construction of a limerock base on the shoulders, do not allow material capable of scarring or contaminating the pavement surface on the adjacent pavement. Immediately sweep off any limerock material that is deposited on the surface course.

200-6 Compacting and Finishing Base.

200-6.1 General:

200-6.1.1 Single Course Base: After spreading, scarify the entire surface, then shape the base to produce the required grade and cross-section after compaction.

200-6.1.2 Multiple Course Base: Clean the first course of foreign material, then blade and bring it to a surface cross-section approximately parallel to the finished base. Before spreading any material for the upper courses, allow the Engineer to make density tests for the lower courses to determine that the required compaction has been obtained. After spreading the material for the top course, finish and shape its surface to produce the required grade and cross-section, free of scabs and laminations, after compaction.

200-6.2 Moisture Content: When the material does not have the proper moisture content to ensure the required density, wet or dry it as required. When adding water, uniformly mix it in by disking to the full depth of the course that is being compacted. During wetting or drying operations, manipulate, as a unit, the entire width and depth of the course that is being compacted.

200-6.3 Density Requirements: When proper moisture conditions are attained, compact the material to not less than 98% of maximum density determined by AASHTO T 180.

Compact the limerock base for shoulder pavement to not less than 95% of the maximum density

determined under AASHTO T 180.

200-6.4 Density Tests: The Engineer will perform at least three density determinations on each day's final compaction operations on each course, and at more frequent intervals, if deemed necessary.

During final compacting operations, blade any areas necessary to obtain the true grade and cross-section before making the Engineer the density tests on the finished base.

200-6.5 Correction of Defects:

200-6.5.1 Contamination of Base Material: If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact as specified above. Perform this work at no expense to the Department.

200-6.5.2 Cracks and Checks: If cracks or checks appear in the base, either before or after priming, which, in the opinion of the Engineer, would impair the structural efficiency of the base, remove the cracks or checks by rescarifying, reshaping, adding base material where necessary, and recompacting.

200-6.6 Compaction of Widening Strips: Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compact the base using vibratory compactors, trench rollers or other special equipment which will achieve the density requirements specified herein.

When multiple course base construction is required, compact each course prior to spreading material for the overlaying course.

200-7 Testing Surface.

Check the finished surface of the base course with a template cut to the required crown and with a 15 foot [4.572 m] straightedge laid parallel to the centerline of the road. Correct all irregularities greater than ¼ inch [6 mm] to the satisfaction of the Engineer by scarifying and removing or adding rock as required, and recompact the entire area as specified hereinbefore.

200-8 Priming and Maintaining.

200-8.1 Priming: Apply the prime coat only when the base meets the specified density requirements and when the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material. At the time of priming, ensure that the base is firm, unyielding and in such condition that no undue distortion will occur.

200-8.2 Maintaining: Maintain the true crown and template, with no rutting or other distortion, while applying the surface course.

200-9 Thickness Requirements.

Meet the requirements of 285-6.

200-10 Calculations for Average Thickness of Base.

Calculations for determining the average thickness of base will be made in accordance with 285-7.

200-11 Method of Measurement.

200-11.1 General: The quantity to be paid for will be the plan quantity, adjusted as specified below.

200-11.2 Authorized Normal Thickness Base: The surface area of authorized normal thickness base to be adjusted will be the plan quantity as specified above, omitting any areas not allowed for payment under the provisions of 200-9 and omitting areas which are to be included for payment under 200-11.3. The adjustment shall be made by adding or deducting, as appropriate, the area of base represented by the difference between the calculated average thickness, determined as provided in 200-10, and the specified normal thickness, converted to equivalent square yards [square meters] of normal thickness base.

200-11.3 Authorized Variable Thickness Base: Where the base is constructed to a compacted thickness other than the normal thickness as shown on the typical section in the plans, as specified on the

plans or ordered by the Engineer for providing additional depths at culverts or bridges, or for providing transitions to connecting pavements, the volume of such authorized variable thickness compacted base will be calculated from authorized lines and grades, or by other methods selected by the Engineer, converted to equivalent square yards [square meters] of normal thickness base for payment.

200-12 Basis of Payment.

Price and payment will be full compensation for all the work specified in this Section, including correcting all defective surface and deficient thickness, removing cracks and checks as provided in 200-6.5.2, and the additional limerock required for crack elimination.

Prime coat will be paid for under Section 300.

Payment shall be made under:

Item No. 285-7- Optional Base - per square yard.
Item No. 2285-7- Optional Base - per square meter.

GRADED AGREGATE BASE (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 1-13)

GRADED AGGREGATE BASE

204-1 Description.

Construct a base course composed of graded aggregate.

204-2 Materials.

Use graded aggregate material, produced from Department approved sources, which yields a satisfactory mixture meeting all the requirements of these Specifications after it has been crushed and processed as a part of the mining operations.

The Contractor may furnish the material in two sizes of such gradation that, when combined in a central mix plant pugmill, the resultant mixture meets the required specifications.

Use graded aggregate base material of uniform quality throughout, substantially free from vegetable matter, shale, lumps and clay balls, and having a Limerock Bearing Ratio value of not less than 100. Use material retained on the No. 10 [2.00 mm] sieve composed of aggregate meeting the following requirements:

Soundness Loss, Sodium, Sulfate: AASHTO T 104 .....15%
Percent Wear: AASHTO T 96 (Grading A)
Group 1 Aggregates 45%
Group 2 Aggregates 65%
Group 1: This group of aggregates is composed of limestone, marble, or dolomite.
Group 2: This group of aggregates is composed of granite, gneiss, or quartzite.

Use graded aggregate base material meeting the following gradation:

Sieve Size	Percent by Weight Passing
2 inch [50 mm]	100
1½ inch [37.5 mm]	95 to 100
¾ inch [19.0 mm]	65 to 90
⅜ inch [9.5 mm]	45 to 75
No. 4 [4.75 mm]	35 to 60
No. 10 [2.00 mm]	25 to 45
No. 50 [300 μm]	5 to 25

No. 200 [75 μm]	0 to 10

For Group 1 aggregates, ensure that the fraction passing the No. 40 [425 μm] sieve has a Plasticity Index (AASHTO T 90) of not more than 4.0 and a Liquid Limit (AASHTO T 89) of not more than 25, and contains not more than 67% of the weight passing the No. 200 [75 μm] sieve.

For Group 2 aggregates, ensure that the material passing the No. 10 [2.00 mm] sieve has a sand equivalent (AASHTO T 176) value of not less than 28.

The Contractor may use graded aggregate of either Group 1 or Group 2, but only use one group on any Contract. (Graded aggregate may be referred to hereinafter as "aggregate".)

204-3 Equipment.

Provide equipment meeting the requirements of 200-3.

204-4 Transporting Aggregate.

Transport aggregate as specified in 200-4.

204-5 Spreading Aggregate.

Spread aggregate as specified in 200-5.

204-6 Compacting and Finishing Base.

204-6.1 General:

204-6.1.1 Single-Course Base: Construct as specified 200-6.1.1.

204-6.1.2 Multiple-Course Base: Construct as specified 200-6.1.2.

204-6.2 Moisture Content: Meet the requirements of 200-6.2.

204-6.3 Density Requirements: After attaining the proper moisture conditions, uniformly compact the material to a density of not less than 100% of the maximum density as determined by AASHTO T 180. Ensure that the minimum density that will be acceptable at any location outside the traveled roadway (such as intersections, crossovers, turnouts, etc.) is 98% of the maximum density.

204-6.4 Density Tests: Meet the requirements of 200-6.4.

204-6.5 Correction of Defects: Meet the requirements of 200-6.5.

204-6.6 Dust Abatement: Minimize the dispersion of dust from the base material during construction and maintenance operations by applying water or other dust control materials.

204-7 Testing Surface.

Test the surface in accordance with the requirements of 200-7.

204-8 Priming and Maintaining.

Meet the requirements of 200-8.

204-9 Thickness Requirements.

Meet the requirements of 285-6.

204-10 Calculations for Average Thickness of Base.

Calculations for determining the average thickness of base will be made in accordance with 285-7.

204-11 Method of Measurement.

204-11.1 General: The quantity to be paid for will be the area, in square yards [square meters], completed and accepted.

204-11.2 Authorized Normal Thickness Base: The surface area of authorized normal thickness base

will be calculated as specified in 9-1.3, omitting any areas not allowed for payment under the provisions of 204-9 and omitting areas which are to be included for payment under 204-11.3. The area for payment, of authorized normal thickness base, will be the surface area determined as provided above, adjusted by adding or deducting, as appropriate, the area of base represented by the difference between the calculated average thickness, determined as provided in
204-10, and the specified normal thickness, converted to equivalent square yards [square meters] of normal thickness base.

204-11.3 Authorized Variable Thickness Base: As specified in 200-11.3.

204-12 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including dust abatement, correcting all defective surface and deficient thickness, removing cracks and checks and the additional aggregate required for such crack elimination.

Prime coat will be paid for under Section 300.

Payment will be made under:

Item No. 285- 7- Optional Base - per square yard.
Item No. 2285- 7- Optional Base - per square meter.

ASPHALT BASE COURSES (FOR LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 01-01-2000) (1-13)

SECTION 280
ASPHALT BASE COURSES

280-1 Description.

Construct asphalt base courses, and meet the specific requirements for base widening construction.

The Engineer will accept work on a LOT to LOT basis in accordance with the applicable requirements of Section 331. The Engineer will determine the size of the LOT as specified in 331-6 for the bituminous mixture accepted at the plant and as specified in 331-7 for the material accepted on the roadway.

Use mixes designated as Asphalt Base Course Type 1 (ABC-1), Asphalt Base Course Type 2 (ABC-2) and Asphalt Base Course Type 3 (ABC-3).

280-2 Materials.

280-2.1 Bituminous Material: Use Superpave PG Asphalt Binder or Recycling Agent meeting the requirements of 916-1.

280-2.2 Course Aggregates: Meet the requirements of Section 901.

280-2.3 Fine Aggregates: Meet the requirements of 335-2.2.

280-3 General Composition of the Mixes.

280-3.1 General: Meet the requirements of 332-3.1.

280-3.2 Grading Requirements: The mix design, as established by the Contractor and approved by the Department, shall be within the design ranges as specified in Table 331-1, for ABC-1, ABC-2, and ABC-3.

280-3.3 Stability: Meet the requirements of 332-3.3.2.

280-4 Job Mix Formula.

Meet the requirements of 332-3.3.1.

280-5 Contractor's Quality Control.

Meet the requirements of 332-3.4.

280-6 Acceptance of Mixture.

280-6.1 Acceptance at the Plant: The Engineer will accept the bituminous mixture at the plant with respect to gradation and asphalt content in accordance with the requirements of 331-6.

280-6.2 Acceptance on the Roadway: The Engineer will accept the bituminous mixture on the roadway with respect to compacted density in accordance with the applicable provisions of 331-7. Use the permissible variations from longitudinal and transverse grades as specified in 200-7.

280-6.3 Additional Tests: Meet the requirements of 331-6.4 for ABC-1, ABC-2, and ABC-3.

280-7 Plant, Methods, and Equipment.

Meet the plant, methods, and equipment requirements for asphalt base course construction as specified in Section 320, with the following modifications:

(a) Paving Equipment: The Engineer will not require mechanical spreading and finishing equipment for the construction of base widening strips less than 6 feet [1.8 m] in width.

(b) Compacting Equipment: For compaction in areas too restricted to accommodate the standard rollers, the Contractor may use vibratory rollers supplemented with trucks, motor graders, or other compaction equipment approved by the Engineer.

280-8 Construction Requirements.

280-8.1 General: Meet the construction requirements for asphalt base course construction as specified in Section 330, with the following modifications and specific requirements.

280-8.2 Limitations for Spreading: The Contractor may place the base mix on the subgrade when the air temperature is at least 40ºF [4ºC] and rising, provided the subgrade upon which the base mix is to be placed is not frozen or noticeably affected by frost. The Contractor may place the base mix where he removed all such frozen or frost-affected material during excavation for the subgrade.

280-8.3 Preparation of Subgrade: Before placing the initial layer of base material, prepare and compact the subgrade as specified in 160-8. Do not apply this requirement to base

widening strips that are not to be stabilized and where the underlying native material has not been disturbed.

280-8.4 Tacking Between Layers: Place a tack coat between each successive layer of base material. As an exception, the Engineer may authorize the elimination of the tack coat between successive layers when the Contractor has laid them on the same day and the initial layer has not become contaminated by sand, dust, etc. Place a tack coat on all asphalt base courses before placing the structural course.

280-8.5 Placing the Mixture:

280-8.5.1 Spreading and Finishing: Place the base course material with a mechanical spreading and finishing machine meeting the requirements as specified in 320-5. Prior to the placing of the surface course, the Engineer may require motor grader leveling to bring the base into conformance with the plan grades and cross-section. The Contractor may spread the first course of multiple course bases with a motor grader where the subgrade will not support the use of a mechanical spreader.

280-8.5.2 Automatic Screed Control: For all machine-laid courses, use a paver that is equipped with automatic screed control of the ski or traveling string line type. Use the automatic joint matcher on the top course of the base after the first pass with the paving machine.

280-8.5.3 Thickness of Layers: Ensure that the maximum compacted thickness of any layer of asphalt base course is 3 inches [75 mm].

280-8.6 Compacting the Mixture: Apply the requirements for compaction as specified in 330-10 to the compaction of asphalt base courses with these two exceptions:

1. For widening strips 3 feet [1 m] or less in width, the Engineer will not perform density testing for acceptance. The Contractor may apply the compactive efforts using a trench roller, motor grader tires, or any other heavy equipment that will effectively exert a compactive effort. Specify what equipment will be used and what compactive effort (coverage) will be furnished. Obtain the Engineer's approval before starting the operation.

2. For the initial layer of an asphalt base course placed on a soil subgrade, the Engineer will not perform any density determinations. Propose a rolling train and pattern for the approval of the Engineer. The Engineer will perform density determinations on all subsequent layers, and apply the provisions of 331-7.

280-9 Thickness Requirements.

Meet the requirements of 285-6.

280-10 Calculations for Average Thickness of Base.

Meet the requirements of 285-7.

280-11 Method of Measurement.

The quantity to be paid for will be the area, in square yards [square meters], of asphalt base course as specified in 285-8.

280-12 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section, including the tack coats required, bituminous material used in bituminous plant mix, also the applicable requirements of Sections 320 and 330.

Where the plans include a typical cross-section which requires the construction of an asphalt base only, the price adjustments for bituminous material provided for in 9-2.1.2 will apply to that typical cross-section.

For typical cross-sections which permit the use of asphalt or other base materials for construction of an optional base, price adjustments for the bituminous material as provided for in 9-2.1.2 will not apply.

Payment will be made under:

Item No. 285- 7- Optional Base - per square yard.
Item No. 2285- 7- Optional Base - per square meter.

PORTLAND CEMENT CONCRETE (LOCAL AGENCY USE – FDOT ARCHIVE SPECIFICATION).

(REV 01-00) (1-13)

SECTION 346
PORTLAND CEMENT CONCRETE

346-1 Description.

Use concrete composed of a mixture of portland cement, aggregate, water, and, where specified, admixtures and pozzolan. Deliver the portland cement concrete to the site of placement in a freshly mixed, unhardened state.

Meet the production and quality control of concrete provisions of this Section and the Florida Department of Transportation Standard Operating Procedures.

346-2 Materials.

346-2.1 General: Meet the following requirements:

Coarse Aggregate.....Section 901
Fine Aggregate*.....Section 902
Portland Cement.....Section 921
Water.....Section 923
Admixtures.....Section 924
Fly Ash, Slag** and Microsilica (Pozzolanic Materials)Section 929
*The Engineer will allow only silica sand except as provided in 902-5.2.3.
**The Engineer will allow only granulated blast furnace slag.

Use the materials containing no hardened lumps, crusts or frozen matter, and that are not contaminated with dissimilar material.

346-2.2 Types of Cement: Unless a specific type of cement is designated elsewhere, use Type I, Type IP, Type IS, Type IP(MS), Type II, or Type III cement in all classes of concrete.

Use only the types of cements designated for each environmental condition in structural

concrete.

TABLE 1			
BRIDGE SUPERSTRUCTURES			
Component	Slightly Aggressive Environment	Moderately Aggressive Environment	Extremely Aggressive Environment
Precast Superstructure and Prestressed Elements	Type I, Type II, Type III, Type IP, Type IS, or Type IP (MS)	Type I, Type II, and Type III all with Fly Ash or Slag; Type IP, Type IS, or Type IP(MS)	Type II with Fly Ash or Type II with Slag
C.I.P. Superstructure Slabs and Barriers	Type I, Type II, Type IP, Type IS, or Type IP(MS)	Type I with Fly Ash or Slag, Type II, Type IP, Type IS, or Type IP(MS)	Type II with Fly Ash or Type II with Slag
BRIDGE SUBSTRUCTURE, DRAINAGE STRUCTURES AND OTHER STRUCTURES			
Component	Slightly Aggressive Environment	Moderately Aggressive Environment	Extremely Aggressive Environment
All Structure Components	Type I, Type II, Type III, Type IP, Type IS, or Type IP (MS)	Type I with Fly Ash or Slag, Type II, Type IP, Type IP(MS), or Type IS	Type II with Fly Ash or Type II with Slag

346-2.3 Use of Fly Ash, Slag, Microsilica, and Other Pozzolanic Materials: The Contractor may use fly ash, slag, microsilica and other pozzolanic materials as a cement replacement in all classes of concrete (when Type I, Type II, or Type III cement is used) with the following limitations:

(1) When fly ash, slag or microsilica is used as a cement replacement, use it on a pound per pound [kilogram per kilogram] basis. Calculate cement replacement as shown in the example.

Example - Assume a total cementitious content of 752 pounds [341 kg]. Calculate the required microsilica for a 7.6% replacement as 752 by .076 = 57 pounds [341 by .076 = 26 kg]. Calculate the required fly ash for a 20% replacement as 752 by 0.20 = 151 pounds [341 by 0.20 = 68 kg]. Cement required is 544 pounds [247 kg].

(2) Ensure that the quantity of cementitious material replaced with fly ash in mass concrete is greater than 18% and less than 50% by weight of the total cementitious content. The minimum cementitious content for each class of concrete is shown in the Master Proportion Table (Table 3).

(3) Ensure that the quantity of cementitious material replaced with fly ash in drilled shaft concrete is 35 ✂ 2% by weight of the total cementitious content.

(4) For all other concrete uses not covered in (2) and (3) above, ensure that the quantity of cementitious material replaced with fly ash is greater than 18% and less than 22% by weight of the total cementitious content.

(5) Ensure that the pozzolan constituent of Type IP(MS) is in the range of 15 to 40% by weight of the portland-pozzolan cementitious material.

(6) Obtain the Engineer's approval to use pozzolanic materials other than Class F fly ash.

(7) Ensure that the quantity of cementitious material replaced with slag in drilled shaft concrete is 60 ✂ 2% by weight of the total cementitious content.

(8) For all other concrete uses not covered in (7) above, ensure that the quantity of cementitious material replaced with slag is not less than 25% or greater than 70% of the total cementitious content when used in Slightly and Moderately Aggressive environments, and not less than 50% or greater than 70% of the total cementitious content when used in Extremely Aggressive environments. When used in combination with microsilica, ensure that the slag does not replace less than 50% or more than 55% of the total cementitious content.

(9) Ensure that the quantity of cementitious material replaced with microsilica is not less than 7% or greater than 9%. Use high range water reducing admixtures in concrete mixes incorporating microsilica.

346-2.4 Coarse Aggregate Gradation: Produce all concrete using Size No. 57 or Size No. 67 coarse aggregate except as follows:

(1) With the Engineer's approval, the Contractor may use Size No. 8 or Size No. 89 either alone or blended with Size No. 57 or Size No. 67 for concrete construction that is heavily reinforced or for barrier wall or curb construction using slip forms.

(2) The Engineer may approve other gradations of aggregates. The Engineer will consider requests for approval of other gradations individually and will require the Contractor to submit sufficient statistical data to establish production quality and uniformity of the subject aggregates, and to establish the quality and uniformity of the resultant concrete. Furnish aggregate gradations sized larger than nominal maximum size of 1.5 inch [37.5 mm] as two components.

(3) Select the maximum coarse aggregate size so as not to violate the reinforcement spacing provisions given for reinforced concrete in the AASHTO Standard Specifications for Highway Bridges.

346-2.5 Admixture Requirements:

346-2.5.1 Chemical Admixtures: Use concrete containing a water-reducing admixture (Type A) or water-reducing and retarding admixture (Type D). Use a dosage rate that is generally in accordance with the manufacturer's recommended dosage rate. When necessary, adjust the dosage rate.

The Engineer may approve the use of other admixtures. The Engineer will require the Contractor to submit statistical evidence supporting successful laboratory and field trial mixes which demonstrate improved concrete quality or handling characteristics.

The Engineer will not allow chemical admixtures or additives containing calcium chloride (either in the raw materials or introduced during the manufacturing process) in reinforced concrete.

346-2.5.2 Air Entrainment Admixtures: Ensure that all concrete except counterweight concrete contains an air entraining admixture. Establish dosage rates by trial mixes, and adjust them to meet field conditions.

346-2.5.3 High Range Water Reducing Admixtures: Use high range water reducing admixtures in concrete mixes incorporating microsilica. The Contractor may propose the use of an approved High Range Water Reducer (HRWR) admixture, either Type F or Type G. In a proposal to use HRWR for precast items, include a list of precast items for which it is proposed. The Contractor may also propose the use of HRWR for cast-in-place concrete, except for concrete used in drilled shafts. In a proposal to use HRWR for cast-in-place items, include a detailed listing of the areas, locations, elements, etc. for which its use is proposed and the anticipated benefits to be derived from the use of HRWR in each instance.

Perform all testing for plastic concrete properties after the HRWR has been added to the concrete mix.

The Department will not consider Value Engineering credits or other price adjustments for proposals to utilize HRWR in order to reduce the specified minimum cementitious requirements for the various classes of concrete.

In a proposal to use HRWR in concrete, include the following:

A certification from the HRWR supplier that the HRWR admixture proposed meets the requirements of ASTM C 494, Type F or G. Ensure that the certificate states that the one year tests representing the admixture to be supplied have been performed by an independent laboratory approved by the Cement and Concrete Reference Laboratory (CCRL) and that the records of such tests will be furnished to the Department on request. Ensure that the certification also includes an additional statement from the HRWR supplier or an approved independent testing laboratory that the proposed HRWR admixture is compatible with all other admixtures to be included in the concrete design mix.

When a HRWR admixture is proposed for use in the design mix, propose a target slump value. Ensure that the target slump does not exceed 7 inches [180 mm]. Meet the other control requirements and ranges as specified herein.

Include with the confirming data all details of the design mix ingredients, all required certificates from the supplier and independent testing laboratory, and a certificate from the Witnessing Department Engineer. Ensure that the certificate states that the Contractor has demonstrated through production and placement of the required number of batches that concrete containing HRWR has been produced meeting all test requirements, that the HRWR concrete has been satisfactorily mixed in accordance with the Contractor's proposed methods and sequences, and that the concrete was acceptably placed, consolidated and cured.

Before the Engineer approves any design mix, demonstrate through production of at least three batches (3 yd^3 [2.3 m^3] minimum size each) of concrete containing the HRWR that the concrete plant can produce concrete consistently meeting specified slump, air content, and compressive strength requirements. Also demonstrate to the Witnessing Department Engineer that the concrete containing the HRWR admixture in accordance with the proposed design mixes can be placed, consolidated and finished under conditions existing for the proposed uses. Obtain the Engineer's approval before using HRWR concrete design mixes.

The Engineer may approve proposed HRWR mixes for concrete, centrally mixed at the placement site, without the production of demonstration batches providing you meet the requirements of 346-6.2, and:

(1) A previously approved HRWR mix of the same class has demonstrated satisfactory performance under the proposed job placing conditions with a minimum of 15 consecutive Department acceptance tests which met all plastic and hardened concrete test requirements.

(2) The cement and water reducing admixtures used in the proposed mix are the same materials from the same source used in the previously approved mix (Item (1) above), and the other materials and mix proportions are approved as similar by the Engineer.

Dispose of concrete produced for demonstration purposes at no expense to the Department. Subject to the Engineer's approval, the Contractor may incorporate this concrete into unreinforced concrete items.

Include with each design mix a description of methods, sequences, times and places that the HRWR will be introduced into the concrete mix for each proposed use. Adjust methods, sequences, times and places for introduction of the HRWR to suit the requirements for each proposed use and condition. The Contractor may transfer design mixes including a HRWR based on demonstrated ability of the mix to perform its intended function.

The Engineer will consider design mixes submitted for approval upon receiving certification from the Witnessing Department Engineer that the Contractor has demonstrated the ability to produce concrete containing a HRWR admixture in accordance with the proposed design mixes, meeting minimum strength requirements within specified ranges for slump and air, and which can be placed, consolidated and finished under conditions existing for the proposed uses. In addition, the Witnessing Department Engineer will include in the certification the test values of the slump, air and 28-day strength tests for all demonstration batches of concrete, and an evaluation and description of the Contractor's actual sequences, methods and time required for the placement and consolidation of each batch of concrete. Also include in the certification, the Witnessing Department Engineer's evaluation of the appearance, apparent consolidation and finish texture after form removal of each item cast.

Except for casting unreinforced concrete items as approved by the Engineer, do not produce or place demonstration concrete containing a HRWR admixture for payment under Contract pay items until design mixes containing the HRWR have been approved. To qualify for payment under Contract pay items, ensure that unreinforced demonstration concrete, cast with the approval of the Engineer, meets minimum strength and entrained air requirements contained in these Specifications, and that the slump is within 1.5 inch [40 mm] of the target slump proposed by the Contractor.

346-2.5.4 Corrosion Inhibitor Admixture: Ensure that concrete containing a corrosion inhibitor admixture also contains cementitious materials consisting of Type II cement and Class F fly ash. The Contractor may use ground granulated blast furnace slag in lieu of fly ash.

Ensure that concrete containing a corrosion inhibitor admixture also contains a water reducing retardant admixture (Type D). The Contractor may also need to use a high range water reducer Type F (or Type G) to provide the required workability and to normalize the setting time of concrete. Ensure that all admixtures are compatible with the corrosion inhibitor admixture.

346-2.6 Mixing Different Coarse Aggregates: The Engineer may allow the substitution of coarse aggregate of the same type from a different source in an approved concrete mix when the aggregate to be substituted is also from an approved source and has similar

physical and chemical properties. If unsatisfactory results are obtained with the different source aggregate, return to the aggregate from the originally approved aggregate source of supply.

346-3 Classification, Strength, Slump, and Air Content.

346-3.1 General: The separate classifications of concrete covered by this Section are designated as Class I, Class II, Class III, Class IV, Class V, and Class VI. Strength, slump, and air content of each class are specified in the following (Table 2):

TABLE 2

Class of Concrete	Specified Minimum Strength (28-day) (psi) [(MPa)]	Target Slump (inches) [(mm)](d)	Air Content Range (%)
STRUCTURAL CONCRETE			
I (Pavement) (b)	3,000 [21]	2 [50]	1 to 6
I (Special) (a)	3,000 [21]	3 [75]	1 to 6
II (a)	3,400 [23]	3 [75] (c)	1 to 6
II (Bridge Deck)	4,500 [31]	3 [75] (c)	1 to 6
III	5,000 [35]	3 [75] (c)	1 to 6
III (Seal)	3,000 [21]	8 [200]	1 to 6
IV	5,500 [38]	3 [75] (c)	1 to 6
IV (Drilled Shaft)	4,000 [28]	8 [200]	0 to 6
V (Special)	6,000 [41]	3 [75] (c) (e)	1 to 5
V	6,500 [45]	3 [75] (c)	1 to 5
VI	8,500 [59]	3 [75] (c)	1 to 5

(a) The Contractor may use concrete meeting the requirements of ASTM C 478 (4,000 psi) [ASTM C 478M (30 MPa)] in lieu of Class I or Class II concrete in precast items manufactured in plants which meet the Department's Standard Operating Procedures for Precast Drainage products. Apply the chloride content limits specified in 346-4.2 to all precast or cast-in-place box culverts.
(b) Ensure that consistency of the concrete is such that the edges of the pavement surface consistently meet the surface requirements in Section 350.
(c) The Engineer may allow higher target slump, not to exceed 7 inches [180 mm], when a high range water reducer is used.
(d) The Engineer may approve a reduction in the target slump for slipformed or prestressed elements.
(e) When the use of microsilica is required as a pozzolan in Class V (Special) concrete, ensure that the concrete does not exceed a permeability of 1,000 coulombs at 28-days when tested per AASHTO T 277. Submit 2, 4-inch [102 mm] diameter by 8 inch [203 mm] length cylindrical test specimens to the Engineer for permeability testing prior to mix design approval. The

TABLE 2			
Class of Concrete	Specified Minimum Strength (28-day) (psi) [(MPa)]	Target Slump (inches) [(mm)](d)	Air Content Range (%)
permeability of the concrete will be taken as the average of two tests. The Engineer may require permeability tests during production.			

346-3.2 Drilled Shaft Concrete: When drilled shaft concrete is specified or required in the Contract Documents and is to be placed in any wet shaft, provide concrete in accordance with the following specified slump loss requirements. When concrete is placed in a dry excavation, do not test for slump loss, except where a temporary removable casing is required.

Ensure that drilled shaft concrete has a slump between 7 inches and 9 inches [180 mm and 230 mm] when placed and maintains a slump of 4 inches [100 mm] or more throughout the drilled shaft concrete elapsed time. Ensure that the slump loss is gradual as evidenced by slump loss tests described below. The concrete elapsed time is the sum of the mixing and transit time, the placement time and the time required for removal of any temporary casing that causes or could cause the concrete to flow into the space previously occupied by the temporary casing.

Provide slump loss tests before drilled shaft concrete operations begin, demonstrating that the drilled shaft concrete maintains a slump of at least 4 inches [100 mm] throughout the concrete elapsed time. Inform the Engineer at least 48 hours prior to performing such tests in order to allow arrangements to be made for a Department representative to witness the mixing and testing required. Perform slump loss testing of the drilled shaft mix using a laboratory acceptable to the Engineer. Use a laboratory that (1) has been inspected by the CCRL on a regular basis, with all deficiencies corrected, and under the supervision of a Specialty Engineer, or (2) meets all the requirements of ASTM C 1077.

Perform the following procedures for slump loss tests:

(1) Perform a test for time of setting of concrete mixtures by penetration resistance (FM 1-T 197).

(2) Prepare the mix for the slump loss test at a temperature consistent with the highest ambient and concrete temperatures expected during actual concrete placement. Obtain the Engineer's approval of the test temperature.

(3) Ensure that the mix is at least 3 yd^3 [2.3 m^3] and is mixed in a mixer truck.

(4) After initial mixing, determine the slump, concrete temperature, ambient temperature and air content. Ensure that the concrete properties are within the required specification limits. Initiate the time of setting test (FM 1-T 197) at this time.

(5) Mix the concrete intermittently for 30 seconds every five minutes at the mixing speed of the mixer.

(6) Determine slump, concrete temperature, ambient temperature and air content at 30 minute intervals until the slump is 2 inches [50 mm] or less. Remix the mix for one minute at the mixing speed of the mixer before these tests are run.

(7) Begin all elapsed times when water is initially introduced into the mix.

(8) Ensure that the concrete maintains a slump of at least 4 inches [100 mm] for the anticipated elapsed time.

(9) Obtain the Engineer's approval of slump loss test results in terms of elapsed time prior to concrete placements.

346-3.3 Mass Concrete: When mass concrete is designated in the Contract Documents, provide an analysis of the anticipated thermal developments in the mass concrete elements for all expected project temperature ranges using the proposed mix design, casting procedures, and materials. Additionally, describe the measures and procedures intended for use to maintain a temperature differential of 35☜F [20☜C] or less between the interior and exterior portions of the designated mass concrete elements during curing. Submit both the mass concrete mix design and the proposed plan to monitor and control the temperature differential concurrently to the Engineer for approval a minimum of ten working days prior to concrete placement. Provide temperature monitoring devices approved by the Engineer to record temperature development between the interior and exterior portions of the elements at points approved by the Engineer. Read the monitoring devices and record the readings at not greater than 6-hour intervals, as approved by the Engineer, beginning when casting is complete and continuing until the maximum temperature differential is reached and begins dropping. If monitoring indicates the 35☜F [20☜C] differential has been exceeded, take immediate action to retard further growth in the temperature differential and make the necessary revisions to the approved plan to maintain the 35☜F [20☜C] or less differential on any remaining placements. Obtain the Engineer's approval of revisions to the approved plan prior to implementation.

346-4 Composition of Concrete.

346-4.1 Master Proportion Table: Proportion the materials used to produce the various classes of concrete in accordance with the following (Table 3):

TABLE 3		
Class of Concrete	Minimum Total Cementitious Content lb/yd^3 [kg/m^3]	*Maximum Water Cement Ratio lb/lb [kg/kg]
I (Pavement)	508 [300]	0.50
I (Special)	508 [300]	0.50
II	564 [335]	0.49
II (Bridge Deck)	611 [365]	0.44
III	611 [365]	0.44
III (Seal)	611 [365]	0.52
IV	658 [390]	0.41
IV (Drilled Shaft)	658 [390]	0.41
V (Special)	752 [445]	0.37**
V	752 [445]	0.37**

	TABLE 3	
Class of Concrete	Minimum Total Cementitious Content lb/yd^3 [kg/m^3]	*Maximum Water Cement Ratio lb/lb [kg/kg]
VI	752 [445]	0.37

*The Engineer will calculate water cement ratio (W/C) based on the total cementitious material including microsilica, fly ash or slag.
**When the use of microsilica is required as a pozzolan, the Engineer will approve mix designs at a maximum water cement ratio of 0.35.

346-4.2 Chloride Content Limits for Concrete Construction:

346-4.2.1 General: Use the following maximum chloride content limits for the concrete application shown:

Application	Maximum Allowable Chloride Content lb/yd^3 [kg/m^3]	
	Production	Mix Design
Non Reinforced Concrete	N/A	N/A
Reinforced Concrete that does not require Type II cement plus slag or pozzolan(s)	0.70 [0.42]	0.64 [0.38]
All applications that require Type II cement plus pozzolan(s)	0.40 [0.24]	0.34 [0.20]
Prestressed Concrete	0.40 [0.24]	0.34 [0.20]

Determine the chloride content as the average of three tests on samples taken from the concrete. Ensure that the range of results of the three tests does not exceed a chloride content of 0.08 lb/yd^3 [0.05 kg/m^3] of concrete. When test results are outside of the allowable range, run an additional three tests until the test results are within the allowable range. The Contractor may obtain samples from representative concrete cylinders or cores tested for compressive strength. If the cylinders or cores have been exposed to salt or aggressive environment, discard the outer 1 inch [25 mm] surface of the sample.

346-4.2.2 Sampling and Testing: Determine chloride content in accordance with FM 5-516.

(1) For all concrete requiring Type II cement with pozzolan(s) or slag and prestressed concrete, determine the chloride content on a frequency that is in accordance with these Specifications and the following procedures:

(a) When the chloride content is 0.25 lb/yd^3 [0.15 kg/m^3] or less, make subsequent tests on a frequency of not less than one for every four weeks of production as long as the test results remain at or below 0.25 lb/yd^3 [0.15 kg/m^3]. As an exception to the aforementioned testing frequency, when eight consecutive tests show chloride content below 0.25 lb/yd^3 [0.15 kg/m^3], the Engineer may reduce the frequency of testing.

(b) When the chloride content is greater than 0.25 [0.15] and less than or equal to 0.33 lb/yd^3 [0.20 kg/m^3], make subsequent tests at a frequency of not less than

one for every two weeks of production, as long as the values remain at or below 0.33 lb/yd^3 [0.20 kg/m^3].

(c) When the chloride content is greater than 0.33 lb/yd^3 [0.20 kg/m^3], make subsequent chloride content tests for each day's production.

(2) For all reinforced concrete other than concrete requiring Type II cement with slag or pozzolan(s) and prestressed concrete, determine the chloride content on a frequency of not less than one test every four weeks. As an exception to the aforementioned testing frequency, when eight consecutive chloride content determinations are below 0.40 lb/yd^3 [0.24 kg/m^3] of concrete, the Engineer may reduce the frequency of testing.

For any case listed above, when the source of any concrete component material, including admixtures, is changed, determine the chloride content immediately. Test results obtained at the frequency provided above represent the chloride content of all concrete placed subsequent to the preceding test for the determination of chloride content.

346-4.2.3 Certification: Determine the chloride content, and certify the test results of chloride determinations to the Department. Include in the certification all pertinent data required by the Department. The Department will require properly executed certifications showing the chloride content within the required limits for acceptance of all concrete produced in accordance with these Specifications.

346-4.2.4 Control Level for Corrective Action: If the test results indicate that the chloride level is greater than the following limits, suspend concrete production until implementing corrective measures.

(1) Chloride content of 0.65 lb/yd^3 [0.39 kg/m^3] or greater for reinforced concrete that does not require Type II cement plus slag or pozzolan(s).

(2) Chloride content of 0.35 lb/yd^3 [0.21 kg/m^3] or greater for prestressed concrete and all applications that require Type II cement with slag or pozzolan(s).

The Engineer will reject the concrete exceeding the maximum allowable chloride content limits shown in 346-4.2.1, if an analysis by the Department indicates an unacceptable loss of concrete durability considering the environmental classification of the site.

346-5 Sampling and Testing Methods.

Perform concrete sampling and testing in accordance with the following standard Florida Test Methods:

Description	Method
Slump	FM 1-T 119
Air Content*	
Pressure Type meter	FM 1-T 152
Volumetric Type meter	FM 1-T 196
Chace	FM 1-T 199
Making and Curing Test Cylinders**	FM 1-T 023
Testing Cylinders**	FM 1-T 022
Taking and Testing Drilled Core Samples	FM 1-T 024
Early sampling of fresh concrete from revolving drum truck mixers or agitators	FM 5-501
Low Levels of Chloride in Concrete and Raw Materials	FM 5-516
Yield Test	FM 1-T 121

Description	Method
Slump	FM 1-T 119
Temperature	ASTM C 1064
Sampling Fresh Cement Concrete	FM 1-T 141
Time of Setting of Concrete Mixtures by Penetration Resistance	FM 1-T 197

*Use the same type of meter for Quality Control tests as the Department uses for Quality Assurance testing. Where selecting pressure type meters, use an aggregate correction factor determined by the concrete producer for each mix design to be tested. Record and certify test results for correction factors for each type of aggregate at the plant. Use the Chace Air Indicator method for estimates only, and not for acceptance measurements.

**To determine when a precast member or a structure may be put into service, when a prestress force may be transferred, or when forms may be removed, use the results of a strength test which is the average of the compressive strengths of two test cylinders cast from concrete sampled from the LOT representing that member or structure. Cure the cylinders by methods identical to those used in curing the concrete member or structure.

346-6 Control of Quality.

346-6.1 General: Use a concrete plant approved by the Department for all concrete produced for incorporation into the work. Control Concrete production to meet the following criteria:

(1) Ensure that the average of any three consecutive strength test results does not fall below the specified minimum strength.

(2) Ensure that no strength test result falls more than 500 psi [3 MPa] below the specified minimum strength.

If the Contractor fails to meet the above specified criteria, the Department will automatically void plant approval. To obtain plant re-approval, implement corrective actions as approved by the Engineer. The Engineer may allow the Contractor to continue any ongoing concrete placement being supplied from a plant for which approval is voided during the progress of that placement; but the Engineer will not accept concrete from an unapproved plant for any new placement.

If the Department withdraws plant approval during production for a construction project, the Contractor is solely responsible to (a) obtain another approved concrete plant to produce the concrete, or (b) await re-approval of the concrete plant, prior to any further production and placement of concrete on the construction project. The Engineer will not allow changes in Contract Time or completion dates. The Contractor shall bear all delay costs or other costs associated with plant approval or disapproval.

In addition to plant approval, the Contractor and the concrete supplier shall exercise two levels of concrete quality control.

Exercise the first level of quality control in accordance with the approved Level I Quality Control Plan requirements in the Standard Operating Procedures. Include in the Level I Quality Control Plan all control activities for the production of concrete and its transport to the point of delivery at the site.

Exercise the second level of concrete quality control in accordance with the approved Level II Quality Control Plan requirements in the Standard Operating Procedures. Include in the Level II Quality Control Plan the necessary requirements to control the quality of the concrete between the point of delivery at the site and the final placement location, and other requirements contained in the Standard Operating Procedures.

Produce all concrete in accordance with an approved Quality Control Plan (including Level I and Level II) that has been developed and implemented by the Contractor and

the concrete supplier in accordance with the Department's Standard Operating Procedures. These procedures require, in addition to a written Quality Control Plan, certified personnel and assurances that materials, plant, production, delivery and use of concrete comply with this Section.

346-6.2 Concrete Design Mix: Furnish concrete in accordance with the following requirements or order the concrete from a plant approved by the Department which has approved mix designs.

Prior to production of any concrete, submit a proposed mix design to the Engineer. Make a separate submittal for each class of concrete and each particular combination of component materials to be used at trial mix temperatures of 70 to 85☜F [20 to 30☜C], and for hot weather mixes as described in 346-6.2(5) at a minimum temperature of 94☜F [35☜C]. Use only design mixes approved by the State Materials Office. The approved concrete mix design will remain in effect until a change is authorized in writing by the Engineer.

Include the following with the mix design submittal:

(1) The Department approved source identification number for coarse and fine aggregates, along with the size of coarse aggregate and target Fineness Modulus for fine aggregate. Identify other component materials by manufacturer, brand name, and type.

(2) The actual proportions of raw materials intended to be combined to produce the concrete.

(3) The following mix data:

(a) Historical data from a minimum of 15 consecutive Department acceptance tests of production concrete made in accordance with the proposed mix design that demonstrates that the proposed mix has met all applicable plastic and hardened concrete specification criteria herein without failure. For drilled shaft concrete to be placed in (1) a wet shaft, or (2) a dry shaft requiring a temporary removable casing, provide acceptable slump loss test results. The Engineer will not approve hot weather mixes based on historical data. When required, establish the plant standard deviation and overdesign requirements as described below.

(b) Alternatively, test data from a single trial mix which demonstrates that concrete produced using the proposed mix, designated ingredients and designated water-cement ratio will have a slump within ✂ 0.5 inch [✂15 mm] of the target value (or for mixes utilizing HRWR, within ✂ 1 inch [✂25 mm] of the target value), air content of 2.5% to 5% and strength required to meet an overdesign which is the minimum required strength plus 1.6 standard deviations.

(4) The chloride content of the proposed design mix. The Engineer will not approve mix designs when the chloride content of the trial mix exceeds the limits shown in 346-4.2.1.

(5) For design mixes developed for use under hot weather concreting conditions:

(a) Hold the trial mix prepared at a minimum temperature of 94☜F [34☜C] in the mixer for 90 minutes after completion of initial mixing. The Engineer will not require extended mixing for precast/prestressed concrete when centrally mixed at the placement site.

On completion of the extended mixing period, ensure that the trial mix concrete has a slump within ✂0.75 inch [✂20 mm] of the target value (✂1 inch [✂25 mm] for mixes utilizing HRWR), and an air content between 2% and 5%.

Ensure that the mix temperature at the end of the extended mixing period is not less than 94℉ [35℃].

During the extended mixing period, turn the drum intermittently for 30 seconds every five minutes. Cover the drum with wet burlap or an impermeable cover material during the rest periods.

At the end of the 90-minute period, remix the trial mix for a minimum of one minute and make a slump test to verify that the concrete is within the specified range for slump. If below the target range, the Contractor may adjust the slump by a water addition. After the water addition, remix the concrete for a minimum of two minutes.

The total water used in initial mixing and the final slump adjustment constitutes the design mix water content. Ensure that the total water content does not exceed the maximum water cement ratio of Table 346-3 for the respective class of concrete.

(b) Ensure that the heat of hydration of the cement does not exceed 80 cal/g [335 kJ/kg] at seven days measured as the average of three samples, and that no individual measurement exceeds 90 cal/g [375 kJ/kg].

Where fly ash is 18% or greater or slag is 50% or greater of the total cementitious material, ensue that the heat of hydration of the cement does not exceed 88 cal/g [370 kJ/kg] at seven days measured as the average of three samples, and ensure that no individual measurement exceeds 96 cal/g [400 kJ/kg].

Do not apply these requirements to Type III cement, as allowed in 346-2.2, when used for precast and prestressed superstructures; do not apply these requirements to cements used for steam cured concrete.

(c) Supplement standard curing practices with additional methods, supplies or equipment which further reduce moisture loss from exposed surfaces during the required 72-hour curing period. These methods may include but are not limited to the following examples:

(1) Continuous or intermittent regular water fogging.

(2) Insulated curing blankets approved by the Engineer.

(3) Curing compound applied at a rate of 1.25 times the minimum rate required in 400-16.1.2.

(6) For design mixes proposed for use in wet drilled shafts, demonstrate the additional requirements in 346-3.2.

Ensure that strength test data for establishing the standard deviation of the plant proposed for use represents concrete produced to meet the specified strength of the mix submitted for approval within 1,000 psi [7 MPa]. Ensure that the strength test data represents either a group of at least 30 consecutive tests or a statistical average for two groups totaling 30 or more tests. When the Engineer cannot determine the plant standard deviation from historical data, apply an overdesign requirement, based on a singular trial mix, that is the minimum required strength plus 1,200 psi [8 MPa] for minimum required concrete strengths of 5,000 psi [35 MPa] or less. For minimum required concrete strengths above 5,000 psi [35 MPa], apply an overdesign requirement that is the minimum required strength plus 1,400 psi [10 MPa].

Demonstrate the production and testing of the trial mix concrete in the presence of the Engineer. The Contractor may also demonstrate a proposed mix design at a water-cement ratio exceeding that proposed to meet the slump, air and strength requirements above (but not to exceed the maximum water-cement ratio in Table 3). The Engineer will allow the highest water-cement ratio so demonstrated to provide the required overdesign strength requirements as

an adjustment during production to maintain both plastic property and strength requirements of delivered concrete.

Ensure that preparation and testing of the trial mixes is performed by a laboratory acceptable to the Engineer which (1) has been inspected by the CCRL on a regular basis, with all deficiencies corrected, and under the supervision of a Specialty Engineer, or (2) meets all the requirements of ASTM C 1077. The Engineer may give consideration to approval of laboratories operating under other independent inspection programs demonstrated to be equivalent to the programs recognized in (1) and (2) above. Ensure that the 28-day strength (or strength at any other designated age) of trial mixes meets the above stated overdesign requirements to ensure that concrete sampled and tested at the point of placement has a strength exceeding the specified minimum strength in Table 2.

Do not place concretes of different compositions such that the plastic concretes may combine, except where the plans require concrete both with and without microsilica or calcium nitrite in a continuous placement. Produce these concretes using two separate design mixes. Designate the mix with microsilica or calcium nitrite as the original mix, and the mix without microsilica or calcium nitrite as the redesigned mix. Ensure that both mixes contain the same cement, fly ash or slag, coarse and fine aggregates and compatible admixtures. Submit both mixes for approval as separate mix designs, both meeting all requirements of this Section. Ensure that the redesigned mix exhibits plastic and hardened qualities which are additionally approved by the Engineer as suitable for placement with the original mix. The Engineer will approve the redesigned mix for commingling with the original mix and for a specific project application only. Alternately, place a construction joint at the location of the change in concretes.

346-6.3 Delivery Certification: Furnish certification to the Department with each batch of concrete delivered before unloading at the site. Certification shall be in the form of a delivery ticket on which is printed, stamped or written the information required in the Standard Operating Procedures, Attachment E.

346-6.4 Tolerances: Meet the following tolerances from target values for plastic concrete properties specified in 346-3.1:

Property	Tolerance
Slump (Non-Drilled Shaft Concrete)	± 1.5 inch [±40 mm]
Slump (Drilled Shaft Concrete)	± 1 inch [±25 mm]
Air Content	As shown in the range in Table 2

The Engineer will reject concrete with slump exceeding the above tolerances or air content exceeding the ranges in Table 2. The Engineer will not allow concrete to remain in a transporting vehicle to reduce slump. Do not add water to concrete delivered to the site which is within the target range for slump (target value ±0.75 inch [±20 mm] for non-drilled shaft concrete and ±1 inch [±25 mm] for drilled shaft concrete), except in accordance with the approved Level II Quality Control Plan as allowed in the Standard Operating Procedures.

If the slump of non-drilled shaft concrete varies from the target value in excess of 0.75 inch [20 mm] (1 inch [25 mm] for concrete containing HRWR), immediately adjust the

concrete mixture to correct the slump of succeeding batches. For concrete used in slipforms, make adjustments when the slump exceeds the target value by 0.75 inch [20 mm] or is 1.5 inch [40 mm] below the target value. The Engineer will allow a reasonable time for adjustment, considering trucks already in route from the concrete plant. If the Contractor does not implement adjustments at the earliest possible time, the Engineer will reject the concrete and terminate further production until the Contractor makes corrections.

346-7 Concrete Plant Requirements.

346-7.1 General: Produce concrete at plants that qualify as approved sources in accordance with the Standard Operating Procedures for Quality Control of Concrete. Use equipment for handling elements, mixing concrete, handling the mixed concrete, transporting and depositing the mixed concrete that has no detrimental effect on the hardened concrete. Do not use equipment with aluminum surfaces in physical contact with the elements of concrete or mixed product.

346-7.2 Measuring Materials:

346-7.2.1 Water: Measure water by volume or weight. Whichever method is used, construct the equipment so that the accuracy of measurement is not affected by variations in pressure in the water supply line. Use a meter or weighing device capable of being set to deliver the required quantity and to automatically cut off the flow when the required quantity has been discharged. Ensure that the measuring equipment has an accuracy, under all operating conditions, within 1% of the quantity of water required for the batch. Verify the accuracy of measuring devices at the request of the Department, or at least quarterly.

The Contractor may exceed design mix water-cement ratios at the job site only if the Engineer has verified each mix to meet the minimum overdesign compressive strength requirements specified herein at the higher water-cement ratio. Adjust the mix consistency at the job site, within the allowable limit for the addition of water, only upon initial arrival of the concrete to the job site, as shown in the Level II Quality Control Plan requirements in the Standard Operating Procedures, and not thereafter.

Adjust the weight of mixing water for a concrete mix containing the corrosion inhibitor admixture calcium nitrite to account for water in the calcium nitrite solution. For each gallon [liter] of calcium nitrite solution added to the concrete, deduct 0.84 gallon [0.84 liter] or 7.0 pounds [3.2 kg] of water from the weight of the mixing water.

346-7.2.2 Admixtures: Measure admixtures by weight or volume. Use measuring equipment that has an accuracy, under all operating conditions, within 3% of the quantity of admixture required for the batch. Measure microsilica slurry to an accuracy of 1%. Ensure that the admixture supplier certifies the accuracy of measuring devices. Measure each admixture separately, and add it to the mixing water in a separate sequence as the mixing water is introduced into the mix.

For the dispensing equipment for a corrosion inhibitor admixture calcium nitrite solution, meet the requirements for measuring water as stated in 346-7.2.1. Store the calcium nitrite solution (neutral set version) in a dark container to protect against photo degradation.

The Engineer may make exceptions to the above method of admixture addition if the Contractor achieves the desired goals of each admixture and does not sacrifice the accuracy of measurement.

346-7.2.3 Cement, Fly Ash, Slag, and Microsilica: Measure cement, fly ash, slag, and microsilica (excluding slurries) by weight within an accuracy of 1% of the required total amount, except that for concrete batches of 3 yd^3 [3 m^3] or less, the Engineer will allow accuracy of 2%. Weigh cement, fly ash, slag and microsilica separately from other materials. When weighing cement, fly ash, slag, and microsilica in a cumulative weigh hopper, weigh the cement first. Measure microsilica slurry as an admixture.

If bag cement is permitted, proportion the batch to use only whole bags.

346-7.2.4 Fine and Coarse Aggregates: Measure aggregates by weight or volume within an accuracy of 1% of the required amount. Apply aggregate surface moisture corrections.

346-7.3 Batching Plants:

346-7.3.1 Bins: Provide bins of adequate capacity for the required concrete production. Support the bins upon a rigid framework founded upon a stable foundation capable of holding them in a safe and secure position. Design each compartment to discharge efficiently and freely into the weigh hopper. Provide positive means of control so that as the quantity desired in the weigh hopper is approached, the material can be added slowly and the addition of further material can be stopped precisely. Use a discharging mechanism that prevents loss of material when it is closed. Construct aggregate storage bins sufficiently tight to prevent leakage of material, and divide them into at least one compartment for the fine aggregate and one compartment for each size of coarse aggregate to be used. Provide compartment partitions that are sufficiently tight and high enough to prevent intermingling of the several materials. Construct leak-proof and moisture-proof cement bins, and provide them with vibrators or other means to aid the flow of cement from the bin.

346-7.3.2 Weigh Hoppers: Provide weigh hoppers consisting of suitable containers freely suspended from scales and protected from the elements so that accuracy is not adversely affected. Equip the hoppers with a discharge mechanism which prevents leakage or loss of material when closed. Vent hoppers to permit air to escape and equip them with vibrators or other equipment that ensures complete and efficient discharge of materials.

346-7.3.3 Scales: Provide either beam type or springless dial type scales, or electronic devices such as load cells, manufactured by a recognized scale manufacturer. Where using beam type scales, provide suitable means to hold poises securely in position after they are set. Keep scales clean and in good operating condition. Where necessary, provide the scale operator with an unobstructed view of all indicating devices and convenient access to all controls. Use graduated weigh beam or dials to permit reading to 0.1% of the capacity of the scales.

Prior to beginning any work, ensure that all scales and other weighing devices used in batching are checked for accuracy by a qualified representative of a scale company registered with the Bureau of Weights and Measures of the Florida Department of Agriculture.

Recheck scales once every three months or more often if deemed necessary by the Engineer. Check scales up to at least the maximum load normally handled on each respective scale.

Maintain cement scales, pozzolan scales, and coarse and fine aggregate scales to an accuracy of 0.5% of the maximum load normally handled.

Affix a certificate of inspection bearing the date of the certification and signed by the scale company representative to each weighing device. Make available at the plant a copy of the scale company's report corresponding with the current certificate of inspection

showing the date of inspection, signature of the scale company representative, the observed scale deviations for the loads checked, and a statement that the scale meets the requirements of Chapter 531 of the Florida Statutes pertaining to specifications, tolerances and regulations, as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture.

Calibrate the dispensing equipment for calcium nitrite quarterly.

346-7.4 Mixers:

346-7.4.1 General Requirements: Provide mixers of an approved type that are capable of combining the components of the concrete into a thoroughly mixed and uniform mass, free from balls or lumps of cementitious material, and that are capable of discharging the concrete with a satisfactory degree of uniformity.

346-7.4.2 Design: Use truck mixers of the inclined axis revolving drum type, or concrete plant central mixers of the non-tilting, tilting, vertical shaft or horizontal shaft types. Make available at the batching plant at all times a copy of the manufacturer's design, showing dimensions and arrangement of blades. The Contractor may use mixers that have been altered from such design in respect to blade design and arrangement, or to drum volume, when recommended by the manufacturer and approved by the Engineer.

Ensure that metal rating plates are attached to each mixer specifying its mixing speed, agitating speed, rated capacity and unit serial number.

346-7.4.3 Truck Mixers: Use truck mixers with a drum that is actuated by a power source independent of the truck engine or by a suitable power take-off. Ensure that either system used provides control of the rotation of the drum within the limits specified on the manufacturer's rating plate, regardless of the speed of the truck. Use truck mixers of the revolving drum type that are equipped with a hatch in the periphery of the drum shell which permits access to the inside of the drum for inspection, cleaning and repair of the blades.

Use truck mixers equipped with revolution counters of an approved type and mounting, by which the number of revolutions of the drum may be readily verified.

Ensure that the water supply system mounted on truck mixers is equipped with a volumetric water gauge or approved water meter in operating condition. Calibrate water measuring devices on truck mixers or other water sources used for concrete water adjustments annually.

Where job site water additions are controlled by a truck mixer volumetric gauge, park truck mixers in a level condition during on-site water adjustments so that the gauge is indicating a specific tank volume before and after the concrete adjustment. When water additions exceed 4 gal/yd^3 [20 L/m^3] of concrete, ensure that the water measuring equipment has an accuracy of within 3% of the indicated quantity.

346-7.4.4 Timers: Use stationary type mixers equipped with an approved timing device which will automatically lock the discharge lever when the drum is charged and release it at the end of the mixing period. In the event of failure of the timing device, the Engineer may allow operations to continue. Do not extend such operations beyond the end of that working day.

346-7.4.5 Cleaning and Maintenance of Mixers: Repair or replace mixer blades of revolving drum type mixers when the radial height of the blade at the point of maximum drum diameter is less than 90% of the design radial height. Repair or adjust mixers of other designs per manufacturer's instructions. Resolve questions of performance through mixer uniformity tests as described in ASTM C 94.

346-7.5 Trucks for Transporting Wet Batches: The Contractor may transport wet batches of concrete in either agitating or nonagitating trucks. Provide nonagitating trucks with bodies that

are smooth, mortar tight containers with round internal corners, and capable of discharging the concrete at a satisfactorily controlled rate without segregation. Provide covers for nonagitating trucks for protection from the elements.

346-8 Mixing and Delivering Concrete.

346-8.1 General Requirements: Operate truck mixers at mixing speeds of 6 to 18 rpm and agitating speeds of 2 to 6 rpm (of the drum). Operate concrete plant mixers at speeds per the manufacturer's design or recommendation. Do not allow the volume of material mixed per batch to exceed the manufacturer's rated mixing capacity.

346-8.2 Central Mixing: After all materials are in the mixer, mix the concrete a minimum of two minutes or the manufacturer's recommended minimum, whichever is longer, unless a reduced mixing time is authorized by the Department. Mix concrete containing microsilica in accordance with the microsilica supplier's recommendations.

346-8.3 Transit Mixing: Initially mix each batch between 70 and 100 revolutions of the drum at mixing speed. When water is added at the job site, mix the concrete 30 additional mixing revolutions. When mixing for the purpose of adjusting consistency, do not allow the total number of revolutions at mixing speed to exceed 160. Discharge all concrete from truck mixers before total drum revolutions exceed 300.

Do not haul concrete in mixer trucks loaded with more than the rated capacity shown on their attached plates.

346-8.4 Mixing at the Site: For mixing concrete at the job site, use a mixer of sufficient capacity to prevent delays that may be detrimental to the quality of the work. Ensure that the accuracy of batching equipment is in accordance with requirements of this Section.

346-8.5 Charging the Mixer: Charge each batch into the drum so that some water enters both in advance of and after the cementitious material and aggregates. If using fly ash in the mix, charge it into the drum over approximately the same interval as the cement. Introduce microsilica into the mixer in accordance with the microsilica supplier's recommendations. The Contractor may use other time intervals for the introduction of fly ash into the mix when the Contractor demonstrates, using test requirements specified in ASTM C 94, that he can achieve uniformity of the concrete mix.

For concrete mixes containing the corrosion inhibitor calcium nitrite, charge the batch materials into the mixer in a sequence recommended by the calcium nitrite supplier.

346-8.6 Concreting in Cold Weather: Do not mix concrete when the air temperature is below 45☜F [7☜C] and falling. The Contractor may mix and place concrete when the air temperature in the shade, and away from artificial heat, is above 40☜F [4☜C] and rising. Do not heat aggregates or use salts to reduce the freezing temperature. Protect the fresh concrete from freezing until the concrete reaches a minimum compressive strength of 1,500 psi [10 MPa]. Do not apply this requirement where concrete is to be heat cured.

346-8.7 Concreting in Hot Weather: Hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 85☜F [30☜C] but is less than 100☜F [40☜C].

Unless the specified hot weather concreting special measures are in effect, including a design mix complying with 346-6.2, the Engineer will reject concrete exceeding 85☜F [30☜C] at the time of placement. Regardless of special measures taken, the Engineer will reject concrete exceeding 100☜F [40☜C]. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

When the corrosion inhibitor calcium nitrite is used in a hot weather concrete mix, use a water reducing retardant admixture (Type D) and a high range water reducing admixture (Type F), and place the concrete in the early morning or at night.

346-8.8 Transit Time: Ensure compliance with the following maximum allowable time between the initial introduction of water into the mix and depositing the concrete in place:

Non-Agitator Trucks	Agitator Trucks
45 minutes	60 minutes
75 minutes*	90 minutes*
* When a water reducing and retarding admixture (Type D or Type G) is used. All time limits are subject to the ability of the Contractor to properly place and consolidate the concrete. When unable to place and consolidate the concrete within the time limits specified above, reduce the time limits to those limits which will result in acceptable placement and consolidation.	

346-9 Plastic Concrete Verification Sampling and Testing.

The Department will make initial verification tests on a sample from the initial delivery of each class of concrete to the job site each day to ensure compliance with the requirements in this Section for air content, temperature and slump. Furnish the Engineer sufficient concrete of each design mix as required by the Engineer for verification testing. Do not proceed with the placement operation until the delivered concrete complies with the specified tolerances in this Section for the plastic concrete. The Engineer will reject non-complying loads which cannot be adjusted at the job site in accordance with 346-6.4 and the Standard Operating Procedures. Ensure that corrections are made by the concrete producer on subsequent loads.

After the Contractor begins concrete placement, the Department will make intermediate verification tests, as determined necessary by the Engineer, to ensure compliance with specification requirements for concrete plastic properties. The Engineer will reject non-complying loads which cannot be adjusted at the job site in accordance with 346-6.4 and the Standard Operating Procedures.

If the Engineer obtains an intermediate verification test failure of a load of concrete before any concrete from that load is placed, the Engineer will reject the load. Continue placement operations with the next load that is in compliance with requirements for air content, temperature and slump. The Engineer will not terminate the LOT.

If the Engineer obtains an intermediate verification test failure of a load of concrete that has been partially placed, The Engineer will reject the remainder of that load and terminate the LOT. The Engineer will make acceptance cylinders representing that LOT from the same sample of concrete unless acceptance cylinders have previously been made representing that LOT.

Following termination of a LOT, the Engineer will re-initiate initial verification tests until such time as the air content, temperature and slump comply with specification requirements. The Engineer will initiate a new LOT once the testing indicates compliance with specification requirements.

When three consecutive LOTs, or when five LOTs in two days of production of the same design mix are outside the specified tolerances, suspend production. Make the necessary revisions to concrete operations or the Quality Control Plan to bring the concrete within allowable tolerances. Obtain the Engineer's approval of the revisions prior to resuming production.

346-10 Acceptance Sampling and Testing.

346-10.1 General: The Department will make acceptance testing on samples of the concrete delivered to the job site. Furnish the Engineer sufficient concrete of each design mix as required by the Engineer for acceptance testing.

Furnish and maintain, throughout the required curing period, facilities suitable for curing concrete test cylinders in accordance with the requirements of FM 1-T 023 including power supply, equipment and materials necessary for proper operation.

346-10.2 Sampling Frequency for Acceptance Tests: The Engineer will randomly sample and test concrete for each design mix for air content, temperature, slump and compressive strength in accordance with the following schedules as a minimum. The Engineer will select acceptance samples from each LOT on a random basis to represent the entire LOT of concrete. The Engineer may perform additional sampling and testing to satisfy the Department's Material Sampling, Testing and Reporting Guide requirements. If the Contractor stops concrete placement for more than 90 minutes, the Engineer will initiate a new LOT when the Contractor restarts concrete placement. The Engineer will terminate a LOT when any acceptance test fails.

Class Concrete	Maximum LOT Size
I (Pavement)	1 mile [1.5 km] or ⍰ day⍰s production, whichever is less
I (Special)	150 yd^3 [125 m^3] or one day⍰s production, whichever is less
II, II (Bridge Deck), III, IV, IV (Drilled Shaft), V (Special), V, VI	50 yd^3 [40 m^3], or one day⍰s production, whichever is less
III (Seal)	Each Seal placement

346-10.3 Strength Test Definition: The Department will determine a strength test for a LOT as the average of the compressive strengths of two test cylinders cast from a sample of concrete from the LOT, except that if one test cylinder shows evidence of improper sampling, molding, handling, curing or testing, the Engineer will disregard that cylinder and the Department will determine the compressive strength value for the LOT as the test result of the remaining cylinder.

346-10.4 Acceptance of Hardened Concrete: The Engineer will accept (or reject) hardened concrete on the basis of strength test results as defined in 346-10.3. The Engineer will not discard a cylinder strength test result based on low strength (strength below the specified minimum strength as per the provisions of 346-3 and 346-10). The Engineer will accept at full pay only LOTs of concrete represented by strength test results which equal or exceed the respective specified minimum strength. The Department will obtain strength test results at the frequency specified in 346-10.2.

346-11 Investigation of Low Strength Concrete for Structural Adequacy.

346-11.1 General: When a concrete acceptance strength test result falls more than 10% or 500 psi [3.5 MPa] below the specified minimum strength, whichever is the lesser deviation from the specified minimum strength, and when the Department determines that an investigation is necessary, the Department will make an investigation into the structural adequacy of the LOT of concrete represented by that strength test result.

346-11.2 Determination of Structural Adequacy: When the Department determines a need to investigate structural adequacy, perform a structural analysis as shown in (b) below or take drilled core samples to determine the in-place strength of the LOT of concrete in question. If the

Contractor takes cores, both the Contractor and the Department shall accept the core strength test results obtained as the in-place strength of the LOT of concrete in question. These core strength test results will be final and used in lieu of the cylinder strength test results for determination of structural adequacy.

If drilled cores are taken and the core strength test results are less than 10% below the specified minimum strength, and this deviation from the specified minimum strength does not exceed 500 psi [3.5 MPa], consider the concrete represented by the cores structurally adequate. If the core strength test results are more than 10% or 500 psi [3.5 MPa] below the specified minimum strength, whichever is the lesser deviation from the specified minimum strength, the Department will consider the concrete represented by the cores structurally questionable. Then the Contractor may either:

(a) Remove and replace the LOT of concrete in question at no additional expense to the Department, or

(b) Submit a structural analysis performed by a Specialty Engineer. If the results of the analysis, approved by the Department, indicate adequate strength to serve its intended purpose with adequate durability, the Contractor may leave the concrete in place. Otherwise, remove and replace the LOT of concrete in question at no additional expense to the Department.

The Engineer may accept low strength concrete at reduced payment in accordance with the provisions of 346-12.

346-11.3 Coring for Determination of Structural Adequacy: If the Contractor uses core samples from the hardened concrete to determine structural adequacy, the Contractor shall obtain the cores and repair the core holes. Drill the cores at the same approximate locations from which the test cylinder concrete was obtained, as approved by the Engineer. Select the location of the drilled cores so that the structure is not impaired and does not sustain permanent damage after repairing the core holes. When the Contractor supplies drilled core samples, the Engineer will require three undamaged samples. The Engineer will not accept cores taken without Department approval.

346-11.4 Core Conditioning and Testing: If the Contractor provides drilled core samples for determination of structural adequacy, the Department will test the cores in accordance with FM 1-T 024. The Department will immerse the cores in water for at least 40 hours, and test the cores wet.

346-11.5 Core Strength Representing In-Place Concrete Strength: The Department will consider the core strength obtained as the in-place concrete strength for structural determinations of the LOT of concrete in question. The Department will calculate the strength value to be the average of the compressive strengths of the three individual cores. The Department will accept this strength at its actual measured value, as determined by FM 1-T 024.

346-12 Pay Adjustments for Low Strength Concrete.

346-12.1 General: The Engineer may accept any LOT of concrete failing to meet the specified minimum strength as defined in 346-3, 346-10 and 346-11 when the Department determines that the concrete has been adequately consolidated, cured, and satisfactorily meets all other requirements of the Contract Documents, including structural adequacy. The Engineer will individually reduce in price, in accordance with 346-12, any LOT of low strength concrete accepted.

346-12.2 Basis for Pay Adjustments: When a concrete acceptance strength test result falls more than 10% or 500 psi [3.5 MPa] below the specified minimum strength, whichever is the lesser deviation

from the specified minimum strength, the Contractor may elect to drill core samples from the respective LOT of concrete represented by the low acceptance strength test result for determining pay adjustments.

When cores are not taken, the Engineer will determine payment reductions based upon the results of strength tests performed on acceptance sample cylinders required in accordance with 346-10.

When the Contractor elects to supply drilled cores and submits acceptable drilled core samples to the Engineer for testing, the Engineer will determine payment reductions based upon the results of strength tests performed on those cores. Both the Contractor and the Department shall accept the results of strength tests of the drilled cores, subject to 346-12.5 and 346-12.6, as final and in lieu of the cylinder strength test results for determining pay adjustments.

Do not core hardened concrete for determining pay adjustments when the 28-day acceptance cylinder strength test results are less than 10% below the specified minimum strength, and this deviation from the specified minimum strength does not exceed 500 psi [3.5 MPa].

346-12.3 Coring for Determination of Pay Adjustments: If the Contractor elects to drill core samples from the hardened concrete for determination of pay adjustments, obtain the cores in accordance with 346-11.3.

346-12.4 Core Conditioning and Testing: If the Contractor elects to provide drilled core samples for determination of pay adjustments, the Department will test the cores in accordance with 346-11.4.

346-12.5 Core Strength Representing Equivalent 28-Day Strength: For cores tested no later than 42 days after the concrete was cast, the Engineer will accept the core strengths obtained as representing the equivalent 28-day strength of the LOT of concrete in question. The Department will calculate the strength value to be the average of the compressive strengths of the three individual cores. The Department will accept this strength at its actual measured value, as determined by FM 1-T 024.

346-12.6 Core Strength Adjustments: For cores tested later than 42 days after the concrete was cast, the Department will establish the equivalency between 28-day strength and strength at ages after 42 days based on test data developed by a Department approved testing laboratory to relate strength at the actual test age to 28-day strength for the particular class of concrete and design mix represented by the cores. Obtain such data at no additional expense to the Department. When such data is not available and cannot be produced, as determined by the Department, the Department will determine the equivalent 28-day strength by adjusting the tested core strengths according to the following relationship:

$$\text{Equivalent 28-Day Strength} = \frac{\text{Average Core Strength X 100}}{F}$$

where:

$F = 4.4 + 39.1 (\ln x) - 3.1 (\ln x)^2$ (Type I Cement)

$F = -17.8 + 46.3 (\ln x) - 3.3 (\ln x)^2$ (Type II Cement)

$F = 48.5 + 19.4 (\ln x) - 1.4 (\ln x)^2$ (Type III Cement)

x = number of days since the concrete was placed

ln = natural log

346-12.7 Calculating Pay Adjustments: The Engineer will determine payment reductions for low strength concrete, accepted by the Department and represented by either cylinder or core strength test results below the specified minimum strength, in accordance with the following:

Reduction in Pay = $0.80/yd^3 [$1.05/m^3] for each 10 psi [70 kPa] of strength test value below the specified minimum strength.

The Engineer will denominate low strength concrete paid on a per foot [meter] basis in cubic yards [cubic meters] by multiplying the plan cross-section of the element incorporating the low strength concrete by the full length of that element, or by 150 feet [45 m], whichever is less.

The Engineer will apply a reduction in pay to the entire LOT of concrete represented by the low strength test results except as noted above for concrete paid on a per foot [meter] basis, where the amount might exceed one LOT.

SCOPE OF WORK – INTENT OF CONTRACT.
(REV 8-19-09) (FA 8-24-09) (1-22)

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of ADA improvements to the existing sidewalk, upgrades to existing ramps, replacement of sidewalks and curbs, including upgrades to 4 intersections along JFK Causeway at Adventure Avenue, Hispanola Avenue, 1800 Block, and East Treasure Drive to modify existing APS and install additional APS on the minor street.

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

THIS COMPLETES THIS SPECIFICATIONS PACKAGE