

TAB 8

POINT PAPER
FDOT Highway Maintenance and Compensation Agreement
FM #424087-1-78-01

PROBLEM:

Commission must approve or deny the renewal of FDOT Highway Maintenance, and Compensation Agreement, FM #424087-1-78-01.

BACKGROUND:

The city has participated in the FDOT Highway Maintenance Contract since the 80's. The proposed renewal compensates the city for maintaining medians, shoulder mowing and sweeping of the state highways within the City of Palmetto for a period of three (3) years with a renewal of up to three (3) additional years. This level of compensation is \$4,166.27 more than the current contract.

ALTERNATIVES:

1. Renew the contract for a period of three (3) years at the new funding level.
2. Decline renewal of the contract.

RECOMMENDATION:

Authorize the mayor to execute the agreement with FDOT.

BUDGET IMPACT:

As the FYE09 budget contains the projected FDOT Maintenance Contract revenue from the old agreement, a budget adjustment will need to be approved to accept the additional funds.

RESOLUTION NO. 08-38

A RESOLUTION OF THE CITY OF PALMETTO, FLORIDA, AUTHORIZING EXECUTION OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE AGREEMENT #BDM25, FM #424087-1-78-01; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Palmetto is very concerned about the appearance of median islands, interchange areas and right-of-way within the corporate limits of the City of Palmetto, and

WHEREAS, the City Commission of the City of Palmetto, after discussion with the State of Florida Department of Transportation, believes that it can better perform the maintenance of the right-of-way areas, and

WHEREAS, the State of Florida Department of Transportation has agreed to provide funds in three quarterly payments of \$8,163.13 and one quarterly payment of \$8,163.12, for a total sum of \$32,652.51 per year for a three-year period beginning on the Florida Department of Transportation's execution date of the Maintenance Agreement, with a three-year renewal term subject to mutual agreement of both parties; and

WHEREAS, the City Commission of the City of Palmetto believes such an agreement to be in the best interest of the citizens of the City of Palmetto.

NOW, THEREFORE, BE IT RESOLVED:

Section 1: That the City Commission of the City of Palmetto does hereby authorize the Mayor to execute an agreement entitled "State of Florida Department of Transportation Maintenance Agreement", #BDM25, FM #424087-1-78-01, between the City of Palmetto and the State of Florida Department of Transportation, wherein the City agrees to maintain the right-of-way islands, interchange areas and road shoulders described in said Agreement in exchange for the payment of \$32,652.51 per year, payable quarterly for three years beginning the execution date of the Agreement, with one three-year renewal, subject to mutual agreement of the parties.

Section 2: This resolution shall take effect immediately upon its passage.

Section 3. All resolutions and parts of resolutions in conflict herewith are repealed.

PASSED AND DULY ADOPTED, at a public hearing with a quorum present and voting, this 15th day of December, 2008.

CITY OF PALMETTO, FLORIDA, BY THE
CITY COMMISSION OF THE CITY OF
PALMETTO, FLORIDA

BY: _____
SHIRLEY GROOVER BRYANT, MAYOR

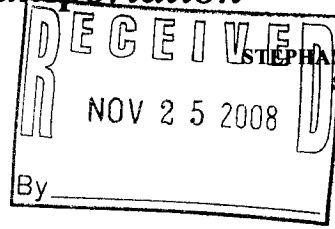
ATTEST: JAMES R. FREEMAN

BY: _____
City Clerk



Florida Department of Transportation

**CHARLIE CRIST
GOVERNOR**



**STEPHANIE C. KOPELOUSOS
SECRETARY**

November 24, 2008

City of Palmetto
Attn: Mayor
P.O. Box 1209
Palmetto, FL 34220-1209

Re: New Maintenance Agreement
FM Number: 424087-1-78-01
Contract No: BDM25

Dear Mayor,

Attached you will find the new maintenance agreement for your review and approval. I have enclosed four (4) sets of the agreement between the City of Palmetto and the Florida Department of Transportation. If the agreement meets with your approval, please have each set originally signed and sealed. The City will also need to provide two (2) copies of the City Resolution with original signatures and seals.

Please return all Agreements, Resolutions as well as the Certificates of Liability Insurance and Worker's Compensation Insurance to my attention for final processing. If the City is self-insured, please provide written documentation of self-insurance per Section 4 INDEMNITY AND INSURANCE page 4 and 5 of the agreement. Please ensure that the individual who signs the agreement is listed in the resolution.

Please return the approved, sign and sealed agreements to me by January 2, 2009. Please do not fill in the execution date on page 7; I will do that after it has been approved by our Director of Operations. Should you have any questions, please feel free to contact Mary Middleton at (863)519-2464 or me at 863-519-2680.

Respectfully,

Ginger L. Ward
District Maintenance Contracts Administrator

GLW/mam

Cc: Art Hall, Sarasota Operations Center Contracts Manager
Enclosures

District One Maintenance Department- Contracts Section
801 North Broadway Avenue *Post Office Box 1249* Bartow, Florida 33831-1249
(863) 519-2680 *(863) 534-7045 (Fax)* MS 1-7

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT**

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an AGENCY of the State of Florida, (hereinafter, "**DEPARTMENT**") and **CITY OF PALMETTO** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in ATTACHMENT A, attached hereto and made a part hereof.
2. Location and description of maintenance activities to be performed are listed in ATTACHMENT A.
3. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENT A. No work may commence without an executed SUPPLEMENTAL AGREEMENT involving any such changes or revisions required to be covered in a SUPPLEMENTAL AGREEMENT. Performance of any such services prior to the execution of a SUPPLEMENTAL AGREEMENT will result in nonpayment of those services.
4. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
5. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

6. The work specified in this Agreement is governed by the 2007 Edition of the Florida **DEPARTMENT** of Transportation Standard Specifications for Road and Bridge Construction and revisions thereto, except as amended by ATTACHMENT B.
7. Reference herein to Director shall mean the **DEPARTMENT'S** District Secretary for District One, or authorized designee.
8. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty (60) days after contract execution.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty (60) days after contract execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14) calendar day after issuance of the NOTICE TO PROCEED, or on the day the **AGENCY** begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this contract may be renewed ("RENEWAL TERM") as follows: one renewal for three (3) years or three (3) renewals for one (1). Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. The **DEPARTMENT'S** performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The **AGENCY** shall provide services unless terminated in accordance with §VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The **DEPARTMENT** shall pay the **AGENCY** for services rendered in accordance with this Agreement as follows:

Quarterly lump sum payments will be disbursed as follows: the first three lump sum payments will be made in the amount of **Eight Thousand One Hundred Sixty-three and .13/100 (\$8,163.13)** and the fourth lump sum payment will be made in the amount of **Eight Thousand One Hundred Sixty-three and .12/100 (\$8,163.12)** for a total of **Thirty Two Thousand Six Hundred Fifty-two and .51/100 (\$32,652.51)** per year.

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.
3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Fla. Stat. §215.422(14).
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments.
6. Any penalty for delay in payment shall be in accordance with Fla. Stat. §215.422(3)(b).
7. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
8. Bills for travel expenses specifically authorized by this Agreement shall be submitted and paid in accordance with Fla. Stat. §112.061.
9. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has 20 days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
10. If a payment is not available within 40 days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.
11. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as a advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

12. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **AGENCY'S** general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
13. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
14. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, 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 Fla. Stat. 287.5017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE.** The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.
2. **WORKER'S COMPENSATION.** The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this

paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. Chapter 119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon (60) days written notice to the **DEPARTMENT**.
2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
4. If the Agreement is terminated before performance is completed, the **AGENCY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **AGENCY**.

VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.

2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.
ATTACHMENT A – Location & Cost Breakdown
ATTACHMENT B - Specifications

IX. EXECUTION

In witness whereof, **CITY OF PALMETTO** has caused this agreement to be executed in its behalf, by the _____ or its designee, as authorized by its Resolution, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this _____ day of _____, _____.

FDOT to enter effective date.

CITY OF PALMETTO, FLORIDA

ATTEST:

BY: _____

BY: _____

CLERK

(SEAL)

TITLE

DATE

PRINT NAME

DATE

CITY OF PALMETTO LEGAL REVIEW:

BY: _____

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____

BY: _____

EXECUTIVE SECRETARY (SEAL)

DISTRICT ONE SECRETARY
OR DESIGNEE

PRINT NAME

DATE

PRINT NAME

DATE

FDOT LEGAL REVIEW:

AVAILABILITY OF FUNDS APPROVAL:

11-12-2008

AP
11/2/08

DATE

DISTRICT MAINTENANCE ADMINISTRATOR
APPROVAL:

DATE

11/13/08
11/14/08

DATE

**ATTACHMENT B
SPECIFICATIONS**

**MAINTENANCE OF TRAFFIC
(REV 04-16-07)**

SUBARTICLE 102-11.15 (Supplemental Specification) is deleted and the following substituted:

102-11.15 Changeable (Variable) Message Sign: The quantity to be paid at the contract unit price will be for the number of changeable (variable) message signs certified as installed/used on the project on any calendar day or portion thereof within the contract time.

ARTICLE 102-12 (Supplemental Specification) is deleted.

SUBARTICLE 102-13.21 (Supplemental Specification) is deleted and the following substituted:

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

ARTICLE 102-13 (Supplemental Specification) is expanded by the addition of the following new Subarticles:

102-13.22 When No Separate Item is Shown in the Proposal: When the proposal does not include a separate pay item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included in the contract unit price for the work being performed and no separate payment will be made.

102-13.23 Partial Payment: When the proposal includes a separate pay item for Maintenance of Traffic - Lump Sum, partial payment will be prorated based on the percentage of contract amount earned for work completed and accepted by the Department.

Equip all other vehicles and equipment with a minimum of 4 ft² of reflective sheeting or flashing lights.

To avoid distraction to motorists, do not operate the lights on the vehicles or equipment when the vehicles are outside the clear zone or behind a barrier.

102-5.10 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

102-6 Detours.

102-6.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic from any existing roadway or bridge, or wherever construction operations block the flow of traffic.

102-6.2 Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where the plans call for the Department to furnish detour bridge components, construct the pile bents in accordance with the plans, unless otherwise authorized by the Engineer.

Submit a letter with the following: company name, phone number, office address, project contact person, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Engineer at least 30 calendar days before the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt of letter, the Engineer will, within ten calendar days provide an approved material list to the Contractor and the appropriate Department storage yard.

Provide a letter with an original company seal, identifying the representative with authority to pick up components, to the Engineer at least ten calendar days before the proposed pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Engineer in writing at least ten calendar days before returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components. The yard supervisor is not obligated to unload the bridge components without this notice.

The Department will provide equipment and an operator at the Department's storage facility to assist in loading and unloading the bridge components. Furnish all other labor and equipment required for loading and unloading the components.

The Departments representative will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The Tickets must be signed by a Department and Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. The yard supervisor will repack components that are not packed in compliance with these instructions. Upon request, written packing instructions will be made available to the Contractor, before dismantling of the bridge for return to the Department's storage facility.

Assume responsibility for any shortage or damage to the bridge components. Monies due the Contractor will be reduced at the rate of \$35.00 per hour plus materials for repacking, repairs or replacement of bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Department will furnish a pneumatic floor scabber machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 ft³/minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Transport the scabber machine to and from the Department's Structures Shop. Repair any damage to the scabber machine caused by operations at no expense to the Department. Perform scabbling when determined necessary by the Engineer. The Department will pay for the cost of scabbling as Unforeseeable Work in accordance with 4-4.

Return the bridge components to the designated storage facility beginning no later than ten calendar days after the date the detour bridge is no longer needed, the date the new bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet per week. Upon failure to return the bridge components to the Department within the time specified, compensate the Department for the bridge components not returned at the rate of \$5.00 per 10 feet, per day, per bridge, for single lane; and \$10.00 per 10 feet, per day, per bridge, for dual lane until the bridge components are returned to the Department.

102-6.3 Construction Methods: Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-6.4 Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for materials, which might be on loan from the Department with the stipulation that they are returned.

102-6.5 Detours Over Existing Roads and Streets: When the Department specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

102-6.6 Operation of Existing Movable Bridges: The Department will maintain and operate existing moveable bridges that are to be removed by the Contractor until such time as they are closed to traffic. During this period, make immediate repairs of any damage to such structures caused by use or operations related to the work at no expense to the Department, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring repairs, give such repairs top priority to any equipment, material, or labor available.

102-7 Traffic Control Officer.

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. Traffic control in a signalized intersection when signals are not in use.
2. When Standard Index No. 619 is used on Interstate at nighttime and required by the plans.
3. When pacing/rolling blockade specification is used.

102-8 Driveway Maintenance.

102-8.1 General: Ensure that each residence and or business has safe, stable, and reasonable access.

102-8.2 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

102-9 Temporary Traffic Control Devices.

102-9.1 Installation and Maintenance: Install and maintain adequate traffic control devices, warning devices and barriers as detailed in the plans, Index 600 of the Design Standards and when applicable, in accordance with the approved vendor drawings, as provided on the QPL. Erect the required traffic control devices, warning devices and barriers to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing to protect the traveling public, workers, and to safeguard the work area. Use only those devices that are included on the Qualified Products List (QPL). Immediately remove or cover any devices or barriers that do not apply to existing conditions.

All QPL approved safety devices must meet the requirements of National Cooperative Highway Research Program Report 350 (NCHRP 350) and current FHWA directives. Manufacturers seeking evaluation must furnish certified test reports showing that their product meets all test requirements set forth by NCHRP 350. Manufacturers seeking evaluation of Category I devices for inclusion on the QPL shall include the manufacturer's self-certification letter. Manufacturer's seeking evaluation of Category II and III devices for inclusion on the QPL shall include the FHWA WZ numbered acceptance letter with attachments and vendor drawings of the device in sufficient detail to enable the Engineer to distinguish between this and similar devices. For devices requiring field assembly or special site preparation, vendor drawings shall include all field assembly details and technical information necessary for proper application and installation and must be signed and sealed by a Professional Engineer registered in the State of Florida. Manufacturers seeking evaluation of Category IV devices for inclusion on the QPL must comply with the requirements of Section 990 and include detailed vendor drawings of the device along with technical information necessary for proper application, field assembly and installation.

Notify the Engineer of any scheduled operation, which will affect traffic patterns or safety, sufficiently in advance of commencing such operation to permit his review of the plan for the proposed installation of traffic control devices, warning devices or barriers.

Ensure an employee is assigned the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24-hour basis.

Keep traffic control devices, warning devices, safety devices and barriers in the correct position, properly directed, clearly visible and clean, at all times. Immediately repair, replace or clean damaged, defaced or dirty devices or barriers.

102-9.2 Work Zone Signs: Provide signs in accordance with the plans and Design Standards. Meet the requirements of 700-2.6 and 700-5.5.

102-9.3 Business Signs: Provide and place signs in accordance with the plans and Design Standards. Meet the sign background sheeting requirements of Section 700. Furnish signs having a Type III reflectorized blue background with a 4 inches series B white legend and a white border. The maximum sign size is 24 by 36 inches.

Use signs with specific business names on each sign. Install logos provided by business owners and approved by the Engineer. Standard Business entrance signs meeting the requirements of Index 17355 without specific business names may be used only with the approval of the Engineer.

102-9.4 High Intensity Flashing Lights: Furnish Type B lights in accordance with the plans and Design Standards.

102-9.5 Warning/Channelizing Devices: Furnish warning/channelizing devices in accordance with the plans and Design Standards.

102-9.5.1 Reflective Collars for Traffic Cones: Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inches collar a uniform 3 1/2 inch distance from the top of the cone and the lower 4 inch collar a uniform 2 inch distance below the bottom of the upper 6 inch collar. Ensure that the collars are capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that essentially has the property of a retroreflector over its entire surface.

102-9.5.2 Barrier Wall (Temporary): Furnish, install, maintain, remove and relocate a temporary barrier wall in accordance with the plans. Temporary concrete barrier wall, for use on roadway sections, will be in accordance with Index No. 415 or 414 as specified in the plans. Temporary water filled barrier wall used on roadway sections shall conform to the requirements of the pre-approved alternatives listed on the Department's Qualified Products List (QPL), unless otherwise called for in the plans. Proprietary barrier walls for use on roadway sections must meet NCHRP Report 350 criteria and be identified on the QPL. Temporary concrete barrier wall for use on bridge and wall sections, will be in accordance with Index No. 414. Barriers meeting the requirements of Index No. 415 or temporary water filled barriers on the QPL will not be accepted as an alternate to barriers meeting the requirements of Index No. 414.

102-9.5.3 Glare Screen (Temporary): Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier wall at locations identified in the plans.

Ensure the anchorage of the glare screen to the barrier is capable of safely resisting an equivalent tensile load of 600 lb/ft of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier wall, warning lights will not be required.

102-9.6 Temporary Vehicle Impact Attenuator (Crash Cushion) (Redirect/Inertia): Furnish, install, maintain and subsequently remove temporary vehicular impact attenuators in accordance with the details and notes shown in the plans, the Design Standards, and requirements of the pre-approved alternatives listed on the Department's QPL. Maintain the attenuators until their authorized removal. Repair all attachment scars to permanent structures and pavements after attenuator removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore attenuators damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

102-9.7 Guardrail (Temporary): Furnish guardrail (temporary) in accordance with the plans and Design Standards. Meet the requirements of Section 536.

102-9.8 Advance Warning Arrow Panel: Furnish advance warning panel in accordance with the plans and Design Standards.

102-9.9 Portable Changeable (Variable) Message Sign (PCMS): Furnish changeable (variable) message sign in accordance with the plans and Design Standards.

The 7 foot by 10 foot PCMS as defined in 990-4.3 may be used as advanced warning maintenance of traffic devices and to supplement other traffic control devices used in work zones.

The 5 foot by 8 foot PCMS as defined in 990-4.3 may be used as alternates to either type A or type B arrow board on advanced warning vehicles or to supplement other traffic control devices used in a work zone.

A 5 foot by 8 foot PCMS may be used as a stand alone maintenance of traffic device only when used for accident or incident management situations as defined in the MUTCD.

102-9.10 Portable Regulatory Signs: Provide portable regulatory signs in accordance with the plans and Design Standards.

This specification establishes the physical display and operational requirements for solar powered portable regulatory signs. Ensure all portable regulatory signs meet the physical display and operational requirements as described in the Federal Highway Administration's MUTCD.

The portable regulatory sign must be activated only during active work activities and deactivated when no work is being performed. The sign must be protected by a security code.

Manufacturers seeking approval for Portable Regulatory Signs must submit an application, Material Safety Data Sheet (MSDS) and certification in accordance with 6-1.

Only use Portable Regulatory Signs listed on the QPL.

Manufacturers providing the signs must provide a certified test report to the Engineer indicating that the signs meet these specification requirements.

102-9.11 Radar Speed Display Unit: Furnish radar speed display unit in accordance with the plans and Design Standards.

This Specification establishes the physical display and operational requirements for solar powered, Radar Speed Display Units used in active work zones to inform motorists of the posted speed and their actual speed.

Ensure the radar speed display is activated only during active work activities and deactivated when no work is being performed. The display unit must be protected by a security code.

Manufacturers seeking approval for a Radar Speed Display Unit must submit an application, MSDS and certification in accordance with 6-1.

Only use Radar Speed Display Units listed on the QPL.

Manufacturers providing the device described herein must provide a certified test report to the Engineer indicating the device meets these specification requirements.

102-9.12 Temporary Traffic Control Signals: Furnish, install and operate temporary traffic control signals as indicated in the plans. Temporary traffic control signals will consist of either portable or fixed traffic signals.

Provide certification that the portable traffic signals meet the requirements of the Design Standards and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition.

102-9.13 Temporary Traffic Detection Technology: Furnish, install and operate Temporary Traffic Detection Technology listed on the Department's APL and approved by the Engineer to restore detection capabilities.

102-9.14 Trucks and Truck Mounted Impact Attenuators: Furnish, install and maintain only those attenuators that have been certified as meeting the requirements of NCHRP 350 and have been properly maintained. Include the cost of trucks and truck mounted impact attenuators in MOT.

Use Truck Mounted Attenuators (TMA), when called for in the Design Standards. Limit TMA's to those items listed on the QPL.

Use truck mounted attenuator systems designed and installed in accordance with the manufactures recommendations.

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

Ensure that the complete unit is painted DOT yellow (Fed. Std. 595 b, No. 13538). Stripe the rear facing of the cartridge in the operating position with the alternating 6 inch white and 6 inch safety orange 45 degree striping to form an inverted "V" at the center of the unit and slope down and toward the outside of the unit, in both directions from the center. Ensure the bottom of the cartridge has the same pattern, covering the entire bottom, with 6 inch white and 6 inch safety orange stripes. Use Type III reflectorized sheeting for striping.

The trucks and truck mounted impact attenuators will not be paid for separately, but will be included in the cost of Maintenance of Traffic. Payment includes all costs, including furnishing, maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

102-10 Work Zone Pavement Marking.

102-10.1 Description: Furnish and install Work Zone Pavement Markings for maintenance of traffic in construction areas and in close conformity with the lines and details shown on the plans. Meet the requirements of 710-4.3.

Use pavement marking materials that contain no lead or chromium compounds. Manufacturers seeking product approval must furnish certified test reports showing the Work Zone Pavement Marking material meets the requirements of this Section.

Centerlines, lane lines, edgelines, stop bars and turn arrows in work zones will be required in accordance with the MUTCD with the following additions:

- (a) Install edgelines on paved shoulders.
- (b) Place edgelines on all detours where vehicle paths are altered from normal operations and where a lane is narrowed from its normal width for any reason.
- (c) Apply Work Zone Pavement Markings, including arrows and messages as determined by the Engineer to be required for the safe operation of the facility, before the end of the day if the highway is open to traffic. Channelizing devices may be used to direct traffic during the day before placing the Work Zone Pavement Markings.
- (d) Work Zone Pavement Markings shall be water borne paint, unless otherwise identified in the plans or approved by the Engineer.

The most common types of Work Zone Pavement Markings are water borne paint and removable tape. Other types of Work Zone Pavement Markings may be identified in the plans.

102-10.2 Removable Tape:

102-10.2.1 General: Use removable tape listed on the Qualified Products List (QPL) and meeting the requirements of 990-5.

102-10.2.2 Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of $\pm 2\%$. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections 500 feet or less if it is done in a neat accurate manner.

102-10.2.3 Retroreflectivity: Apply white and yellow traffic stripes and markings that will attain an initial retroreflectivity of not less than 300 mcd/lx·m² for white and contrast markings and not less than 250 mcd/lx·m² for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than 5 mcd/lx m². The retroreflectance of the white, yellow and contrast pavement markings at the end of the six month service life shall not be less than 150 mcd/lx·m².

102-10.2.4 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40°F, without the use of heat, solvents, grinding or blasting. Ensure that the manufacturer shows documented reports that the removable tape meets this requirement after being in place for a minimum of 90 days and under an average daily traffic count per lane of at least 9,000 vehicles per day.

102-10.3 Work Zone Raised Pavement Markers (WZRPM's): Apply all markers in accordance with the Design Standards, Index No. 600.

102-10.4 Paint and Glass Beads: Meet the requirements of Section 710.

102-11 Method of Measurement.

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

102-11.2 Traffic Control Officers: The quantity to be paid for will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicle(s) and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

102-11.3 Special Detours: When a detour facility is specifically detailed in the plans, or is otherwise described or detailed as a special item, and an item for separate payment is included in the proposal, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for separately. Traffic control devices, warning devices, barriers, signing, and pavement markings for Special Detours will also be paid for separately.

When the plans show more than one detour, each detour will be paid for separately, at the Contract lump sum price for each.

Where a separate item for a specific detour facility is included in the proposal, payment will be made under Special Detour.

102-11.4 Commercial Material for Driveway Maintenance: The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

102-11.5 Work Zone Signs: The number of signs (Temporary Regulatory, Warning and Guide) certified as installed/used on the project will be paid for at the Contract unit price for Work Zone Signs. When multiple signs are located on single or multiple post(s), each sign panel will be paid individually. Signs greater than 20 ft² and detailed in the plans will be paid for under Lump Sum MOT.

Portable signs (excluding Mesh signs and signs mounted with less than 1 foot ground clearance) and Vehicular Mounted Signs will be included for payment under work zone signs, only if used in accordance with the Design Standards.

102-11.6. Business Signs: The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for Business Signs.

102-11.7 High Intensity Flashing Lights: The number of high intensity flashing lights (Type B) certified as installed/used on the project will be paid for at the Contract unit price for High Intensity Flashing Lights (Temporary - Type B).

102-11.8 Warning/Channelizing Devices: The number of Type I, Type II, Type III, Vertical Panel and Drum Warning Devices certified as installed/used on the project meeting the

requirements of Design Standards, Index No. 600 and have been properly maintained will be paid for at the Contract unit prices for Barricade (Temporary).

102-11.9 Barrier Wall (Temporary): The Contract unit price for Barrier Wall (Temporary) will be full compensation for furnishing, installing, maintaining, and removing the barrier wall. When called for, the Contract unit price for Barrier Wall (Temporary/Relocate) will be full compensation for relocating the barrier. The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.10 Lights, Temporary, Barrier Wall Mount: The number of Type C Steady Burn lights, mounted on barrier wall, certified as installed/used on the project, meeting the requirements of the Design Standards and have been properly maintained will be paid for at the Contract unit price for Lights Temporary, Barrier Wall Mount.

102-11.11 Glare Screen (Temporary): The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.12 Temporary Vehicular Impact Attenuator:

102-11.12.1 Redirective: The quantity to be paid for will be the number of Temporary Vehicular Impact Attenuators (Redirective) certified as installed/used and maintained on the project, including object marker.

102-11.12.2 Inertia: The quantity to be paid for will be the number of Temporary Vehicular Impact Attenuators (Inertia) complete arrays certified as installed/used and maintained in accordance with the plans and Design Standards, Index No. 417.

102-11.13 Temporary Guardrail: The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

102-11.14 Advance Warning Arrow Panel: The quantity to be paid at the contract unit price will be for the number of advance warning arrow panels certified as installed/used on the project on any calendar day or portion thereof within the contract time.

102-11.15 Changeable (Variable) Message Sign: The quantity to be paid at the contract unit price will be for the number of changeable (variable) message signs certified as installed/used on the project on any calendar day or portion thereof within the contract time. Payment will be made for each Changeable (Variable) message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

102-11.16 Portable Regulatory Signs: The quantity to be paid for will be the number of portable regulatory sign certified as installed/used on the project on any calendar day or portion thereof within the contract time, will be paid for the contract unit price for portable regulatory sign.

102-11.17 Radar Speed Display Unit: The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the contract time, will be paid for the contract unit price for radar speed display unit.

102-11.18 Temporary Traffic Control Signals: The quantity of Temporary Traffic Control Signals to be paid for will be the number of completed installations (each signalized location) of portable traffic signals, or the number of fixed traffic signals in place and operating

on the project, as authorized by the Engineer and certified as in place and in operation on the project.

102-11.19 Temporary Traffic Detection Technology: The quantity of Temporary Traffic Detection Technology to be paid for will be the number of completed and accepted intersections utilizing Temporary Traffic Detection Technology, authorized by the Engineer and certified as completed on the project. Compensation will begin the day Temporary Traffic Detection Technology is placed into operation and approved by the Engineer and will end the day the permanent detection is operational and approved by the Engineer.

102-11.20 Work Zone Pavement Markings: The quantities, furnished and installed, to be paid for will be the length of skip and solid pavement markings, and the area of pavement markings placed as follows:

(a) The total transverse distance, in feet, of skip pavement marking authorized and acceptably applied. The length of actual applied line will depend on the skip ratio of the material used. Measurement will be the distance from the beginning of the first stripe to the end of the last stripe with proper deductions made for unpainted intervals as determined by plan dimensions or stations, subject to 9-1.3.

(b) The net length, in feet, of solid pavement marking authorized and acceptably applied.

(c) The number of directional arrows or pavement messages authorized and acceptably applied.

(d) The number of WZRPM's authorized and acceptably applied.

102-12 Submittals.

102-12.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for certified Maintenance of Traffic payment items for each project in the Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

102-12.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

(a) Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.

(b) The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with 102-13. After the initial setup of the maintenance of traffic items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

102-13 Basis of Payment.

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

102-13.2 Traffic Control Officers: Price and payment will be full compensation for the services of the traffic control officers.

102-13.3 Special Detours: Price and payment will be full compensation for providing all detour facilities shown on the plans and all costs incurred in carrying out all requirements of this Section for general maintenance of traffic within the limits of the detour, as shown on the plans.

102-13.4 Commercial Materials for Driveway Maintenance: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

102-13.5 Work Zone Signs: Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

102-13.6. Business Signs: Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

102-13.7 High Intensity Warning Lights: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing high intensity flashing lights (Type B).

102-13.8 Channelizing Devices: Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the warning devices, including the costs associated with attached warning lights as required.

102-13.9 Barrier Wall (Temporary): Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier. When called for, Barrier Wall (Temporary) (Relocate) will be full compensation for relocating the barrier.

102-13.10 Lights, Temporary, Barrier Wall Mount: Price and payment will be full compensation for all work and materials for furnishing, installing and maintaining the warning lights mounted on barrier wall. Payment will not be made for lights that are improperly placed or are not working.

102-13.11 Glare Screen (Temporary): Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, Glare Screen (Relocate) will be full compensation for relocating the glare screen.

102-13.12 Temporary Vehicular Impact Attenuator:

102-13.12.1 Redirective: Price and payment will be full compensation for furnishing, installing, maintaining and subsequently removing such attenuators. Payment for restoring damaged attenuators will be the manufacturer's/distributor's invoice price for the new materials/parts plus 20% markup. The 20% markup is compensation for all necessary work, including but not limited to labor, equipment, supplies and profit, as authorized by the Engineer. Additional MOT required for the repair of the attenuator will be paid for under the appropriate MOT pay item.

102-13.12.2 Inertia: Price and payment for the number of complete arrays will be full compensation for furnishing, installing, maintenance and removal at each specified location. In addition, payment will be made for new modules replaced due to damages, excluding damage caused by the Contractor's operations.

102-13.13 Temporary Guardrail: Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

102-13.14 Advance Warning Arrow Panel: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing advance warning arrow panels.

102-13.15 Changeable (Variable) Message Sign: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing changeable message signs.

102-13.16 Portable Regulatory Signs: Price and payment will be full compensation for furnishing, installing, relocating, maintaining and removing a completely functioning system as described in these specifications portable regulatory signs. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing changeable message signs.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or maintenance of traffic operations.

102-13.17 Radar Speed Display Unit: Price and payment will be made only for a completely functioning system as described in these specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to insure that the unit conforms to all specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or maintenance of traffic operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

102-13.18 Temporary Traffic Control Signals: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal.

102-13.19 Temporary Traffic Detection Technology: Price and payment of per intersection/per day will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection technology including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components.

102-13.20 Work Zone Pavement Markings: Prices and payments will be full compensation for all work specified in Section 710, including, all cleaning and preparing of

surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable Tape may be substituted for work zone paint at no additional cost to the Department.

Payment for Class A or B Raised Pavement Markers used to supplement line markings will be paid for under Item No. 102-78, Reflective Pavement Marker. Install these markers as detailed in the Design Standards.

102-13.21 Payment Items: Payment will be made under:

- Item No. 102- 1- Maintenance of Traffic - lump sum.
- Item No. 102- 2- Special Detour - lump sum.
- Item No. 102- 3- Commercial Materials for Driveway Maintenance - per cubic yard.
- Item No. 102- 14- Traffic Control Officers - per hour.
- Item No. 102- 60- Work Zone Signs - per each per day.
- Item No. 102- 61- Business Signs - each.
- Item No. 102- 71- Barrier Wall - per foot.
- Item No. 102- 94- Glare Screen - per foot.
- Item No. 102- 73- Guardrail (Temporary) - per foot.
- Item No. 102- 74- Barricade (Temporary) - per each per day.
- Item No. 102- 76- Advanced Warning Arrow Panel - per each per day.
- Item No. 102- 77- High Intensity Flashing Lights (Temporary - Type B) - per each per day.
- Item No. 102- 78- Reflective Pavement Markers - each.
- Item No. 102- 79- Lights, Temporary, Barrier Wall Mount - per each per day.
- Item No. 102- 81- Vehicular Impact Attenuator/Crash Cushion (Gating) (Temporary) -per location.
- Item No. 102- 89- Vehicular Impact Attenuator/Crash Cushion (Temporary) - per location.
- Item No. 102- 99- Changeable (Variable) Message Sign (Temporary) - per each per day.
- Item No. 102-104- Temporary Traffic Control Signals (Portable) - per each per day.
- Item No. 102-104- Temporary Traffic Control Signals (Fixed) - per each per day.
- Item No. 102-107- Temporary Traffic Detection - per day.
- Item No. 102-150- Portable Regulatory Signs - per each per day.
- Item No. 102-150- Radar Speed Display Unit - per each per day.
- Item No. 102-911- Removable Pavement Marking (White/Black) - per foot.
- Item No. 102-912- Removable Pavement Marking (Yellow) - per foot.
- Item No. 710- Reflective Paint.
- Item No. 711- Thermoplastic.

RECURRING MAINTENANCE SPECIAL PROVISION

SECTION ME104

ROADSIDE MOWING

(REV. 12-01-04)

Article ME104-40-7 The sixth paragraph is deleted and the following is substituted:

Remove resulting vegetative cuttings and loosened soil from sidewalks, curbs and gutters, bike paths and inlets to produce a clean appearance. Removing the cuttings and soil with blowers will be allowed only if this method disperses the cuttings uniformly across the grassed areas without accumulating and without blowing other litter into the travel lanes; otherwise, the cuttings and loosened soil will be raked, shoveled or broom swept from the Right of Way daily and disposed of properly, as directed in Section ME110-30.5, Roadside Litter Removal, Disposal of Litter Debris.

ROADSIDE MOWING (REV 12-01-04)

PAGE 135. The following new Section is added after Section 104:

ME104-40-1 Description.

Mow grass or vegetation in roadside areas with conventional mowing equipment. Use specialized equipment or hand labor when required to perform specified work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed.

Furnish a complete proposal of a plan to accomplish the required work, including a list of the equipment and personnel to be utilized, prior to execution of the Contract.

ME104-40-2 Types of Mowing Areas.

ME104-40-2.1 General: The Engineer will determine the areas to be cut and type of mowing to be accomplished in each.

All hand labor required to perform the specified work around appurtenances will be incidental to the type of mowing being performed. Appurtenances include, but are not limited to, sign post and bases, delineator post, fences, guardrail, barrier walls, end walls, pipes, drainage structures, poles, guys, mail boxes, landscaped areas, and trees.

ME104-40-2.2 Large Machine Mowing: Large machine mowing encompasses the routinely mowed areas of shoulders, front and back slopes that are 3 horizontal to 1 vertical or less, roadside ditch bottoms, large median islands and similar areas conducive to the use of large machine mowing equipment.

ME104-40-2.3 Slope Mowing: Slope mowing is generally limited to slopes greater or steeper than 3 horizontal to 1 vertical and are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, wet roadside ditch bottoms, canal banks, intersections, overpasses, etc. These type areas will require the use of specialized equipment designed for slope mowing.

ME104-40-2.4 Intermediate Machine Mowing: Intermediate machine mowing consists of mowing areas not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment. These areas consist of shoulders, roadside ditch bottoms, raised median islands, various width utility strips, and similar areas.

ME104-40-2.5 Small Machine Mowing: Small machine mowing consists of mowing areas not accessible by large and intermediate machine mowing equipment. These areas consist of narrow shoulders, landscaped shoulders, narrow roadside ditch bottoms, raised landscaped median islands, narrow width utility strips, and similar areas.

ME104-40-3 Frequency of Mowing.

The area and limits of mowing have been previously established and are distinguishable in the field. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the

Department and around existing appurtenances located within the roadway right-of-way as directed by the Engineer.

The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of cycles. Complete each mowing cycle within n/a calendar days of beginning the cycle, weather permitting. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	<u>10</u> cycles (<u>n/a</u> <u>minimum</u> cycles)
Slope Mowing	<u>n/a</u> cycles (<u>n/a</u> <u>minimum</u> cycles)
Intermediate Machine Mowing	<u>10</u> cycles (<u>n/a</u> <u>minimum</u> cycles)
Small Machine Mowing	<u>9</u> cycles (<u>n/a</u> <u>minimum</u> cycles)

Mow Wildflower plots approximately n/a times per year. Wildflower plots or naturally occurring wildflowers are to be avoided when in bloom and when re-seeding. A deduction will not be made from the pay quantities for any wildflower area not mowed, unless it exceeds one (1) acre.

Quantities will be agreed upon prior to beginning work in any area in question.

ME104-40-4 Equipment.

Equip all mowing equipment with a slow moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18 inch X 18 inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

If the Engineer determines that any equipment is deficient in safety devices, remove the equipment from service immediately. Keep the equipment out of service until the deficiency is corrected to the satisfaction of the Engineer. Inspection of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

Maintain the mowing equipment so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowing equipment used will have the capability of cutting a height from 4 inches to 12 inches.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.

ME104-40-5 Method of Operation.

Begin any mowing cycle when authorized by the Engineer in writing.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Subsequent cycles will follow the pattern adopted for the first cycle.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one (1) mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle.

When work by other's, or weather conditions of a temporary nature, prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Engineer may require mowing of these areas as part of the cycle without penalty for exceeding the time allowed or additional compensation.

Do not mow-grassed areas saturated with standing water to the point standard mowing equipment may not be used without excessive damage to the turf. At the Engineer's discretion, mow the areas during a subsequent cycle, or cut to the surface of the water using hand labor or other specialized equipment. Additional compensation may be requested for alternate methods used to mow wet areas (as specified in Subarticle 104-40-9). Quantities will be agreed upon prior to beginning work in any area in question. No deduction will be made from the pay quantities for any one area authorized by the Engineer to remain un-mowed during a cycle unless it exceeds one (1) acre in extent.

Prior to mowing, pickup, remove and dispose from the right-of-way, any large items such as wood, tires, cans, bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, or scattered by the mower and result in an objectionable appearance.

Exercise the necessary care to preclude any source of litter.

ME104-40-6 Limitation of Operation.

Maintenance of traffic will be in accordance with Section 102. When mowing within four (4) feet of the travel-way (travel lane), operate the equipment in the same direction of the traffic, unless the adjacent lane is closed to traffic. All lane closures will have the prior approval of the Engineer. Mowers may operate in either direction when mowing four (4) feet or more from the travel-way. Perform all work during daylight hours.

The foregoing requirements are to be considered as minimum and compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

ME104-40-7 Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Re-mow areas determined to be unsatisfactory, by the Engineer, at no additional cost to the Department. Complete areas requiring re-mowing within the mowing cycle time specified in Subarticle 104-40-3.

Mow all grass and vegetation to a height of 6 inches +/- 1/2 inch. When determined by the Engineer, certain areas, due to location, may be cut to a height of 4 inches +/- 1/2 inch.

No streaking or scalping will be allowed in the areas mowed. Mowing areas of different widths will be connected with smooth flowing transitions. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs or structures, mail boxes, appurtenances, etc. will be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

It is not required to remove grass or other vegetation cuttings from the right-of-way, or required to rake or pick up the cuttings.

ME104-40-8 Method of Measurement.

The quantities to be paid for will be the area, in acres, of mowing completed and accepted.

ME104-40-9 Basis of Payment.

Additional compensation for hand labor or the use of specialized equipment in cutting wet areas will be included under Item No. E104-4-2 Slope Mowing.

Prices and payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing times the actual acres completed and accepted.

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

**ROADSIDE LITTER REMOVAL
(REV. 02-01-05)**

PAGE 154. The following new Section is added at the end of Section 110:

**SECTION ME110-30
ROADSIDE LITTER REMOVAL**

ME110-30.1 Description.

Provide pickup, removal, disposal of litter, and otherwise undesirable or objectionable appearing debris within the maintained limits of the highway right-of-way.

Litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, and other items to be removed under this work.

ME110-30.2 Frequency of Removal.

The Engineer will determine when to begin each pickup. Areas or portions of areas may be increased or decreased, as determined by the Engineer. The total number and the timing of pickup will depend upon the litter conditions that exist. Areas specified as litter removal areas will be picked up approximately 10 times. The actual number of litter pickups maybe increased or decreased, as determined by the Engineer, due to the intensity of litter or special events.

Complete each litter removal cycle within n/a calendar days of beginning the cycle, weather permitting, as determined by the Engineer.

ME110-30.3 Equipment.

Equipment that is utilized to transport litter will be constructed in a manner to preclude further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Submit a written request for approval, to the Engineer, for the use of specialized equipment designed for mechanized removal of litter and debris. Demonstrate satisfactory results at no cost to the Department that the specialized equipment will produce quality litter removal, if deemed necessary by the Engineer. The Engineer may require additional safety devices or precautions unique to the equipment.

Equipment that damages curbs, pavement, or turf will not be allowed.

ME110-30.4 Limitation of Operation.

Any equipment left on the right-of-way overnight will be parked outside the clear zone, except in median areas where no equipment will be permitted to be parked overnight. All service and supply operations will be conducted between the travel-way and the right-of-way line and be outside the clear zone. No supply vehicles will enter the median for any purpose. No service vehicle will enter the median except when necessary to repair or remove inoperable equipment.

No work will be permitted during non-daylight hours.

Workmen will wear orange clothing of high visibility such as a vest, shirt, or jacket, when performing litter pickup operations.

ME110-30.5 Disposal of Litter and Debris.

Provide locations for disposal and remove all litter that has been placed in trash bags for pick up from the right-of-way at the end of each working day. Be responsible for disposal of litter and debris and any cost that may incur in accordance with applicable local and state laws. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

Provide the landfill receipts with each invoice submittal.

ME110-30.6 Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Areas determined to be unsatisfactory, by the Engineer, will be re-cleaned at no additional cost. Areas will be cleaned in a manner that they are left reasonably free of all litter and debris. The Engineer will not penalize for litter and debris that may have been deposited between the time the work was completed and the time when the Engineer approves the work. However, the Engineer's judgment when evaluating completed work will be final.

ME110-30.7 Method of Measurement.

The quantities to be paid for under this Section will be the number of acres of roadside cleaned and accepted.

ME110-30.8 Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete designated areas of litter and debris removal, less any areas omitted.

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

**ROAD AND BRIDGE SWEEPING
(REV. 02-01-05)**

PAGE 154. The following new Section is added at the end of Section 110:

**SECTION ME110-31
ROAD AND BRIDGE SWEEPING**

ME110-31.1 Description.

Provide routine mechanized road and/or bridge sweeping to clean and remove sand, soil, paper, glass, cans, grass clippings, and other debris. Areas to be swept include but are not limited to; curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps [with paved shoulders greater than 12 inches], outside and median paved shoulders, gore areas, toll plazas (when applicable), bi-directional lanes, areas adjacent to barrier walls, areas adjacent to median-noses and splitter islands, areas on top of inlet grates and other designated sites as determined by the Engineer.

ME110-31.2 Frequency of Sweeping.

Mechanically sweep specified areas approximately 12 times. The total number of sweeping cycles within the contract period may be increased or decreased as determined by the Engineer to meet field conditions.

Each sweeping cycle will be completed within n/a calendar days after issuance of the work document. Each sweeping cycle is to be completed in its entirety prior to the beginning of another cycle. In assessing liquidated damages, the calendar days established in this Section will be used for determining delinquency of progress for each sweeping cycle.

No sweeping operations will be performed between the hours of (to be determined by the engineer).

Submit sweeping schedules to the Engineer for approval.

ME110-31.3 Safety.

Provide Maintenance of traffic in accordance with Section 102 and ME102. The work vehicle (sweeping machine) will have an operating flashing beacon and the shadow vehicle will be equipped with an approved advance warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system).

All sweeping will be accomplished with or in the same direction as the traffic. Sweeping against or opposing the traffic will not be permitted.

The foregoing requirements are to be considered as minimum and the compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

ME110-31.4 Equipment.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. The sweeping equipment will be capable of meeting the quality requirements of

ME110-31.8 in one pass and a maximum of two passes for areas determined unsatisfactory by the Engineer.

The mechanized road sweeper(s) will have a minimum capacity of four cubic yards.

The Engineer or his representative prior to being placed into service will inspect all safety devices on the sweeping operation equipment. Any deficient safety devices will be corrected or replaced immediately and service will not begin until the deficiency is corrected.

Inspection and approval of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the Contractor's operations.

Equipment that damages pavement, curbs, or turf will not be allowed. Damages as a result of the operations will be repaired at no cost to the Department.

ME110-31.5 Dust Control Equipment.

The sweeping operation will not create excessive airborne dust or other particles, as determined by the Engineer. Equipment supplied with a functioning water spray system normal to the industry for dust control will satisfy this requirement.

ME110-31.6 Parked Vehicles.

Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.

ME110-31.7 Removal and Disposal of Debris.

Debris may be encountered that is larger than the mechanized sweeper can remove such as; tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, and other such materials. Remove all debris encountered using other means (hand or mechanized), regardless of the size.

Piles of soil may be encountered and vegetation that may require special removal methods during the sweeping operations. Furnish all labor, materials, and equipment required to accomplish removal of these built-up areas.

Stockpiling or disposal of debris on the Department's right-of-way shall not be permitted.

Provide areas for disposing of debris in accordance with all Federal, State, and local rules and regulations in effect at the time of the disposal. Cost involved with the disposal of debris will be included in the contract unit price per mile of mechanized (mechanical) sweeping.

ME110-31.8 Quality.

Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc. that cannot be picked-up by the sweeper to include areas under guardrail on paved shoulders. Remove all items such as newspapers, magazines, large boxes, etc. that would be torn, ripped, or scattered by the sweeper and result in an objectionable appearance.

Completed work will be clean and free of all accumulated debris immediately after sweeping, as determined by the Engineer.

Areas determined unsatisfactory by the Engineer will be re-swept to the satisfaction of the Engineer within the time specified, at no additional cost to the Department.

ME110-31.9 Method of Measurement.

The quantities to be paid for under this Section will be the number of miles completed and accepted measured longitudinally to the travel lane to the nearest one hundredth of a mile.

The width will be sufficient to cover the entire width of curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches in width, outside and median paved shoulders, barrier walls, gore areas, toll plazas (when applicable), and other designated sites. Areas requiring more than one sweeping pass to sufficiently remove the debris will not be compensated twice.

ME110-31.10 Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all sweeping operations, including hand work, as specified. Compensation will be at the unit price per mile times the actual miles completed and accepted.

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

**EDGING AND BRIDGE SWEEPING
(REV. 02-01-05)**

PAGE 154. The following new Section is added at the end of Section 110:

**SECTION ME110-32
EDGING AND BRIDGE SWEEPING**

ME110-32.1 Description.

Edge, sweep, remove and dispose of vegetation from curb and gutter and sidewalk areas including, but not limited to, median island curbs, roadside curbs, the front and/or backside of sidewalks and gutters, bike paths, curb inlets throats and other areas as designated by the Engineer.

ME110-32.2 Frequency of Edging and Sweeping.

The Engineer will determine the total number of edging and sweeping cycles and when to begin each cycle. All areas designated are to be edged and swept approximately 4 times. Complete each cycle within n/a calendar days from the beginning of the cycle, weather permitting, as determined by the Engineer.

Quantities will be agreed upon prior to beginning work in any area in question.

ME110-32.3 Equipment.

Provide positive means to control dust from edging and sweeping operations.

Use equipment for removal or transportation of debris or litter that precludes distribution or loss of debris or litter along the roadway.

Operate moving equipment in the same direction as the flow of traffic.

ME110-32.4 Method of Operation.

Do not begin work until authorized, in writing, by the Engineer. Develop a work pattern from the locations listed in the work document, unless the Engineer designates the priority of the work.

Edging – The blade of the edger must produce a clear sharp cut. The trench resulting from the actions of the cutting blade will not exceed one inch in width from the edge of the surface being edged. Do not push grass or weeds into the trench.

Vegetation - Vegetation consists of grass, weeds, or bushes up to one inch in diameter that extend beyond the normal grassed areas onto the curb, sidewalk, bike paths, or other designated areas. Uniformly cut and remove all vegetation, extending over the sidewalk, bike paths, or other designated area to the back edge of the sidewalk, bike path, or other designated area.

Sweeping - Sweep all debris (grass, weeds, soil, litter, etc.) from the curb and gutters, inlet grates, sidewalks, and bike paths to produce a clean appearance. Do not use blowers in the edging, sweeping or debris removal operation. Remove the soil and vegetation from the gutter or sidewalk, including joint areas, and dispose of properly.

Debris Disposal – Remove debris and/or litter produced by the edging or sweeping from the job site daily. Do not stockpile or store debris or litter on the right-of-way overnight. Dispose of all debris from the edging, sweeping, and vegetation trimming in accordance with local, state, and federal laws. Include the cost of disposal of the debris, litter, and vegetation trimmings in the contract unit price for edging and sweeping. Remove any debris that falls into curb and inlet structures.

Return at a later time and complete the edging and sweeping operations in areas where access is blocked by parked vehicles or other obstructions.

Conduct all edging, sweeping, and disposal activities during daylight hours only, unless otherwise specified in the contract documents or approved by the Engineer. The Engineer may approve nighttime operations upon request, at no additional compensation for nighttime traffic control. The Engineer may restrict the hours of operations based on peak traffic hours, local conditions, or special events. Complete all required edging, sweeping, and disposal of debris within the limits worked by the conclusion of each workday.

The quality and acceptance of work will be determined by the Engineer. Re-edge or re-sweep areas that are determined to be unacceptable at no additional cost to the Department.

Repair or replace damage to curbs, sidewalks, pavement, or turf due to negligence to the satisfaction of the Engineer at no additional compensation.

ME110-32.5 Method of Measurement.

The quantities to be paid will be the total miles of edges of curb and gutter, paved shoulders, sidewalks or other areas, edged and/or swept, completed and accepted. Areas that are maintained by businesses, groups, individuals, or areas where the grass and/or weeds fail to grow sufficiently to justify performing this work will be omitted as determined by the Engineer.

Areas requiring more than one edging/sweeping pass to sufficiently remove the debris will not be compensated twice.

ME110-32.6 Basis of Payment.

Price and payment will be full compensation for all the work specified in this Section and will include all equipment, labor, materials, and incidentals necessary to complete the work.

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