

I-595 RFP Volume II - Technical Requirements
Division II, Section 6 – Value Added Specification Section



Florida Department of Transportation
District 4

To Design, Build, Finance, Operate and Maintain
The I-595 Corridor Roadway Improvements Project

Final Version for Execution

Financial Project Number: 420809-3-52-01
Federal Aid Project Number(s): XXXX
Contract Number: E4J69

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SECTION 338 VALUE ADDED ASPHALT PAVEMENT

338-1 Description.

Construct a Value Added Asphalt Pavement subject to meeting the performance criteria as defined below. Meet the criteria for an initial warranty period and the O & M warranty period.

The Concessionaire is responsible for performance of the Value Added Asphalt Pavement. The initial warranty period is defined as the period from Substantial Completion to the end of the first three years of service. The O & M warranty period is defined as the period that begins after the initial warranty period to the end of the Term including continued responsibility for performing all remedial work associated with pavement distresses exceeding threshold values determined in accordance with 338-4 and 338-5, and as to which notice was provided to the Concessionaire during the Operating Period.

338-2 Materials and Construction Requirements.

Meet the requirements of the following:

Hot Bituminous Mixtures - Plant, Methods and Equipment.....	Standard Specification Section 320
Hot Bituminous Mixtures - General Construction Requirements	Standard Specification Section 330
Superpave Asphalt Concrete.....	Standard Specification Section 334
*Asphalt Concrete Friction Courses.....	Standard Specification Section 337

*In areas where open graded friction course is used, only use 100% crushed granite.

338-3 Statewide Disputes Review Board.

The Statewide Disputes Review Board in effect for the Agreement will resolve any and all disputes that may arise involving administration and enforcement of this Specification. The Concessionaire and the Department acknowledge that use of the Statewide Disputes Review Board is required, and the determinations of the Statewide Disputes Review Board for disputes arising out of this Specification will be non-binding on both the Concessionaire and the Department. Notwithstanding anything to the contrary in this Specification, Concessionaire shall proceed with the work as directed by the Department and within the time required under the Contract Documents pending resolution of any disputes arising out of this Specification.

338-4 Pavement Evaluation and Remedial Work

338-4.1 General: The Department’s Flexible Pavement Condition Survey Program, along with observations by the Department, will be used as the basis for determining the extent and the magnitude of the pavement distresses occurring on the Project. The Department will continuously monitor the pavement and may require remedial action at any time. For evaluation purposes, the Project will be subdivided into LOTs of 0.1 or 0.25 miles per lane. When the segment is less than 0.1 mile, the segment will be called a partial LOT. The Department may conduct a Pavement Condition Survey of the value added pavement following Substantial Completion of the Project, and at intermediate times throughout the warranty period. The final survey, if determined by the Department to be necessary, will be conducted no later than 45 calendar days before the end of warranty period. The Department will be responsible for all costs associated with the surveys.

If the pavement distresses exceed threshold values and it is determined that the cause for the distress is due to the embankment, subgrade, base or other activities performed by the Concessionaire, the Concessionaire will be responsible for performing all remedial work associated. The Concessionaire will be advised if/when the Department believes remedial action is required. If the survey findings,

intermediate or final, are to be disputed by the Concessionaire, written notification must be provided to the Department within 30 calendar days of the date of receipt of the survey.

During the Operating Period, the Concessionaire may monitor the Project using nondestructive procedures. The Concessionaire shall not conduct any coring, milling or other destructive procedures without prior approval by the Department.

338-4.2 Category 1 Pavement: For purposes of this Specification, “Category 1 Pavement” is defined as mainline roadways, access roads, ramps and frontage roads with a design speed 50 mph and greater.

338-4.2.1 Performance Criteria – Years Zero through Three: Threshold values and associated remedial work for Category 1 Value Added Asphalt Pavement for years 0 through 3 are specified in Table 338-1.

TABLE 338-1			
Category 1 Pavements: Years 0 – 3			
Type of Distress	Type of Survey	Threshold Values for Each LOT (0.1 Mile) per Lane	Remedial Work
Rutting ⁽¹⁾	Any Survey	Depth ≤ 0.25 inch	None required
		Depth > 0.25 inch	Category 1 and Category 2 pavements, when two LOTs requiring remedial action are not separated by three or more LOTs that otherwise require no remedial action; the remedial work shall be required for the total length of all such contiguous LOTs, including the intermediate LOTs otherwise requiring no remedial action.
Ride ⁽³⁾	Any Survey	RN < 3.5	Remove and replace the friction course for the full length and the full section width of the distressed LOT(s)
Settlement/Depression ^(3A)	Any Survey	Depth ≥ 1/2 inch	Propose the method of correction to the Department for approval prior to beginning remedial work
Cracking ⁽⁴⁾	Any Survey	Cumulative length of cracking > 30 feet for Cracks > 1/8 inch in a 0.1 mile LOT	Category 1 and Category 2 pavements, where the limits of remedial action are defined as 150% of the distressed area, and where such areas of remedial action required due to rutting, raveling, cracking, slippage or bleeding are not separated by 1,000 feet, the remedial work will be required for the entire area contiguous to the distressed areas, including intermediate areas otherwise requiring no remedial action
Raveling and/or Delamination affecting the Friction Course ⁽⁶⁾	Any Survey	Individual length ≥ 10 feet.	Remove and replace the distressed area(s) to the full distressed depth and the full section width, for the full distressed length plus 50' on each end
		Individual length < 10 feet.	Patch the distressed area(s) to the full distressed depth and to a minimum surface area of 150% of each distressed area, subject to performance at final survey ⁽⁷⁾
Pot holes and Slippage Area(s) ⁽⁶⁾	Any Survey	Observation by Department	Remove and replace the distressed area(s) to the full distressed depth, and to a minimum surface area of 150% of each distressed area OR temporarily patch the distressed area(s) AND, prior to the final survey, remove and replace the distressed area(s) to the full distressed depth, and to a minimum surface area of 150% of each distressed area

Bleeding ⁽⁸⁾	Any Survey	Loss of surface texture due to excess asphalt, individual length ≥ 10 feet and ≥ 1 foot in width.	Category 1 and Category 2 pavements, where the limits of remedial action are defined as 150% of the distressed area, and where such areas of remedial action required due to rutting, raveling, cracking, slippage or bleeding are not separated by 1,000 feet, the remedial work will be required for the entire area contiguous to the distressed areas, including intermediate areas otherwise requiring no remedial action
Pavement Damage due to a crash or fuel spill	Any Survey	Observation by Department	Propose the method of correction to the Department for approval prior to beginning remedial work

⁽¹⁾ Rutting: Rut depth to be determined by Laser Profiler in accordance with the Flexible Pavement Condition Survey Handbook. For any LOT that cannot be surveyed by Laser Profiler, rut depth to be determined manually in accordance with the Flexible Pavement Condition Survey Handbook, with the exception that the number of readings per LOT will be one every 50 feet. For a partial LOT, a minimum of three measurements not exceeding 50 feet apart will be made. When the average of the measurements by manual straightedge exceeds a 0.30 inch threshold value, the remedial work is needed.

⁽²⁾ Remedial Work for Rutting: The Concessionaire may propose removal and replacement of less than the full depth of all layers by preparation and submittal of a signed and sealed Department analysis report, demonstrating the actual extent of the distressed area(s). Remedial work must be performed in accordance with Table 338-1 unless the Department approves the proposal.

⁽³⁾ Ride: Ride Number (RN) to be established by Laser Profiler in accordance with FM 5-549. As a condition of Project Final Acceptance in accordance with the Contract Documents, correct all deficiencies in accordance with acceptance criteria for pavement smoothness in accordance with 330-12.6.

^(3a) Settlement/Depression: Depth of the settlement/depression to be determined by a 6 foot manual straightedge.

⁽⁴⁾ Cracking: Beginning and ending of 1/8 inch cracking will be determined as the average of three measurements taken at one foot intervals. The longitudinal construction joint at the lane line will not be considered as a crack.

⁽⁵⁾ Remedial Work for Cracking: The Concessionaire may propose removal and replacement of less than the full depth of all layers by preparation and submittal of a signed and sealed Department analysis report, demonstrating the actual extent of the distressed area(s). Remedial work must be performed in accordance with Table 338-1 unless the Department approves the proposal.

⁽⁶⁾ Raveling, Delamination, Pot holes, Slippage: As defined and determined by the Department in accordance with the examples displayed at the following URL: www.dot.state.fl.us/specificationsoffice/pavement.htm

⁽⁷⁾ Patched Areas: At the time of final survey, patched areas must be performing to the satisfaction of the Department. If the Department determines patched areas are not performing satisfactorily, remove and replace the distressed area(s) to the full distressed depth, and to a minimum surface area of 150% of each distressed area.

⁽⁸⁾ Bleeding: Bleeding to be determined as defined and determined by the Department in accordance with the examples displayed at the following URL: www.dot.state.fl.us/specificationsoffice/pavement.htm

338-4.2.2 Performance Criteria – Post Year 3 After Substantial Completion:

Threshold values and associated remedial work for Category 1 Value Added Asphalt Pavement for pavements greater than 3 years old from Substantial Completion are specified in Table 338-2.

TABLE 338-2			
Category 1 Pavements: Post Year 3 After Substantial Completion			
Type of Distress	Type of Survey	Threshold Values for Each LOT(0.1Mile) per Lane	Remedial Work
Rutting ⁽¹⁾	Any Survey	Depth ≤ 0.375 inch	None required
		Depth > 0.375 inch	Category 1 and Category 2 pavements, when two LOTs requiring remedial action are not separated by three or more LOTs that otherwise require no remedial action, the remedial work shall be required for the total length of all such contiguous LOTs, including the intermediate LOTs otherwise requiring no remedial action.

**TABLE 338-2
Category 1 Pavements: Post Year 3 After Substantial Completion**

Type of Distress	Type of Survey	Threshold Values for Each LOT(0.1Mile) per Lane	Remedial Work
Ride ⁽³⁾	Any Survey	RN < 3.5	Remove and replace the friction course for the full length and the full for the entire pavement width of the distressed LOT(s). This requirement shall be limited to the Elements and the Sections within the O&M limits ⁽⁹⁾ .
Settlement/Depression ^(3A)	Any Survey	Depth ≥ 1/2 inch	Propose the method of correction to the Department for approval prior to beginning remedial work
Cracking ⁽⁴⁾	Any Survey	Pavement Condition rating of 6.0 or less	Propose the method of correction to the Department for approval prior to beginning remedial work
Raveling and/or Delamination affecting the Friction Course ⁽⁶⁾	Any Survey	Individual length ≥ 10 feet.	Remove and replace the distressed area(s) to the full distressed depth and the full for the entire pavement width, for the full distressed length plus 50' on each end
		Individual length < 10 feet.	Category 1 and Category 2 pavements, where the limits of remedial action are defined as 150% of the distressed area, and where such areas of remedial action required due to rutting, raveling, cracking, slippage or bleeding are not separated by 1,000 feet, the remedial work will be required for the entire area contiguous to the distressed areas, including intermediate areas otherwise requiring no remedial action. This requirement shall be limited to the Elements and the Sections within the O&M limits ⁽⁹⁾ .
Pot holes and Slippage Area(s) ⁽⁶⁾	Any Survey	Observation by Department	Category 1 and Category 2 pavements, where the limits of remedial action are defined as 150% of the distressed area, and where such areas of remedial action required due to rutting, raveling, cracking, slippage or bleeding are not separated by 1,000 feet, the remedial work will be required for the entire area contiguous to the distressed areas, including intermediate areas otherwise requiring no remedial action. This requirement shall be limited to the Elements and the Sections within the O&M limits ⁽⁹⁾ .

**TABLE 338-2
Category 1 Pavements: Post Year 3 After Substantial Completion**

Type of Distress	Type of Survey	Threshold Values for Each LOT(0.1Mile) per Lane	Remedial Work
Bleeding ⁽⁸⁾	Any Survey	Loss of surface texture due to excess asphalt, individual length ≥ 10 feet and ≥ 1 foot in width.	Category 1 and Category 2 pavements, where the limits of remedial action are defined as 150% of the distressed area, and where such areas of remedial action required due to rutting, raveling, cracking, slippage or bleeding are not separated by 1,000 feet, the remedial work will be required for the entire area contiguous to the distressed areas, including intermediate areas otherwise requiring no remedial action
Pavement Damage due to a crash or fuel spill	Any Survey	Observation by Department	Propose the method of correction to the Department for approval prior to beginning remedial work

⁽¹⁾ Rutting: Rut depth to be determined by Laser Profiler in accordance with the Flexible Pavement Condition Survey Handbook. For any LOT that cannot be surveyed by Laser Profiler, rut depth to be determined manually in accordance with the Flexible Pavement Condition Survey Handbook, with the exception that the number of readings per LOT will be one every 50 feet. For a partial LOT, a minimum of three measurements not exceeding 50 feet apart will be made. When the average of the measurements by manual straightedge exceeds a 0.30 inch threshold value, the remedial work is needed.

⁽²⁾ Remedial Work for Rutting: The Concessionaire may propose removal and replacement of less than the full depth of all layers by preparation and submittal of a signed and sealed Department analysis report, demonstrating the actual extent of the distressed area(s). Remedial work must be performed in accordance with Table 338-2 unless the Department approves the proposal.

⁽³⁾ Ride: Ride Number (RN) to be established by Laser Profiler in accordance with FM 5-549. Correct all deficiencies in accordance with acceptance criteria for pavement smoothness in accordance with 330-12.6.

^(3a) Settlement/Depression: Depth of the settlement/depression to be determined by a 6 foot manual straightedge.

⁽⁴⁾ Cracking: Beginning and ending of 1/8 inch cracking will be determined as the average of three measurements taken at one foot intervals. The longitudinal construction joint at the lane line will not be considered as a crack.

⁽⁵⁾ Remedial Work for Cracking: The Concessionaire may propose removal and replacement of less than the full depth of all layers by preparation and submittal of a signed and sealed Department analysis report, demonstrating the actual extent of the distressed area(s). Remedial work must be performed in accordance with Table 338-2 unless the Department approves the proposal.

⁽⁶⁾ Raveling, Delamination, Pot holes, Slippage: As defined and determined by the Department in accordance with the examples displayed at the following URL: www.dot.state.fl.us/specificationsoffice/pavement.htm

⁽⁷⁾ Patched Areas: At the time of final survey, patched areas must be performing to the satisfaction of the Department. If the Department determines patched areas are not performing satisfactorily, remove and replace the distressed area(s) to the full distressed depth, and to a minimum surface area of 150% of each distressed area.

⁽⁸⁾ Bleeding: Bleeding to be determined as defined and determined by the Department in accordance with the examples displayed at the following URL: www.dot.state.fl.us/specificationsoffice/pavement.htm

⁽⁹⁾ Elements are defined as:

- I-595 General Purpose and auxiliary lanes eastbound
- I-595 General Purpose and auxiliary lanes westbound
- The Express lanes and ramps
- SR 84 eastbound
- SR 84 westbound

Sections within the Elements are defined as:

- Beginning of the Project to Flamingo Road
- Flamingo Road to Hiatus Road
- Hiatus Road to Nob Hill Road
- Nob Hill Road to Pine Island Road
- Pine Island Road to University Drive
- University Drive to Davie Road
- Davie Road to SR 7
- SR 7 to end of Project

338-4.3 Category 2 Pavement: For purposes of this Specification, "Category 2 Pavement" is defined as mainline roadways, access roads, ramps and frontage roads with a design speed less than 50 mph; approach transition and merge areas at toll booths; ramps; acceleration and deceleration lanes (including tapers); and turn lanes, parking areas; rest areas; weigh stations; and agricultural inspection stations.

338-4.3.1 Performance Criteria – Years Zero through Three: Threshold values and associated remedial work for Category 2 Value Added Asphalt Pavement for years 1 through 3 are specified in Table 338-3.

TABLE 338-3			
Category 2 Pavements: Years 0 – 3			
Type of Distress	Type of Survey	Threshold Values	Remedial Work
Rutting	Automated Measurement	See Table 338-1	See Table 338-1
	Manual Measurement ⁽¹⁾	Depth > 0.4 inch	Remove and replace 1.5 inch the full lane section width for the area plus 50 feet with rutting equal to or greater than 0.4 inch.
Cracking	Any Survey	Pavement Condition rating of 6.0 or less	See Table 338-1
Surface Deterioration ⁽²⁾	Any Survey	See Table 338-1	See Table 338-1
Settlement/Depression ⁽³⁾	Any Survey	Depth ≥ 1/2 inch	Propose the method of correction to the Department for approval prior to beginning remedial work
Pavement Damage due to a crash or fuel spill	Any Survey	Observation by Department	Propose the method of correction to the Department for approval prior to beginning remedial work

**TABLE 338-3
Category 2 Pavements: Years 0 – 3**

Type of Distress	Type of Survey	Threshold Values	Remedial Work
⁽¹⁾ Rutting: Rut depth to be determined manually in accordance with the Flexible Pavement Condition Survey Handbook, with the exception that the number of readings per LOT will be one every 50 feet. For partial LOT, minimum of three measurements not exceeding 50 feet apart will be made. When the average of the measurements by manual straightedge exceeds 0.6 inch, the remedial work is needed. ⁽²⁾ Surface Deterioration: As used in Table 338-3, Surface Deterioration includes Raveling and/or Delamination affecting the Friction Course, Pot holes, Slippage Area(s), Segregated Area(s) and Bleeding; all as defined and footnoted in Table 338-1. ⁽²⁾ Remedial Work for Rutting: The Concessionaire may propose removal and replacement of less than the full depth of all layers by preparation and submittal of a signed and sealed Department analysis report, demonstrating the actual extent of the distressed area(s). Remedial work must be performed in accordance with Table 338-2 unless the Department approves the proposal. ⁽³⁾ Settlement/Depression: Depth of the settlement/depression to be determined by a 6 foot manual straightedge. ⁽⁴⁾ Cracking: Beginning and ending of 1/8 inch cracking will be determined as the average of three measurements taken at one foot intervals. The longitudinal construction joint at the lane line will not be considered as a crack. ⁽⁵⁾ Remedial Work for Cracking: The Concessionaire may propose removal and replacement of less than the full depth of all layers by preparation and submittal of a signed and sealed engineering analysis report, demonstrating the actual extent of the distressed area(s). Remedial work must be performed in accordance with Table 338-2 unless the Department approves the proposal. ⁽⁶⁾ Raveling, Delamination, Pot holes, Slippage: As defined and determined by the Department in accordance with the examples displayed at the following URL: www.dot.state.fl.us/specificationoffice/pavement.htm ⁽⁷⁾ Patched Areas: At the time of final survey, patched areas must be performing to the satisfaction of the Department. If the Department determines patched areas are not performing satisfactorily, remove and replace the distressed area(s) to the full distressed depth, and to a minimum surface area of 150% of each distressed area. ⁽⁸⁾ Bleeding: Bleeding to be determined as defined and determined by the Department in accordance with the examples displayed at the following URL: www.dot.state.fl.us/specificationoffice/pavement.htm ⁽⁹⁾ Elements are defined as: <ul style="list-style-type: none"> • I-595 General Purpose and auxiliary lanes eastbound • I-595 General Purpose and auxiliary lanes westbound • Express lanes and ramps • SR 84 eastbound • SR 84 westbound Sections within the Elements are defined as: <ul style="list-style-type: none"> • Beginning of the Project to Flamingo Road • Flamingo Road to Hiatus Road • Hiatus Road to Nob Hill Road • Nob Hill Road to Pine Island Road • Pine Island Road to University Drive • University Drive to Davie Road • Davie Road to SR 7 • SR 7 to ending of Project 			

338-4.3 Category 2 Pavement: For purposes of this Specification, "Category 2 Pavement" is defined as mainline roadways, access roads, ramps and frontage roads with a design speed less than 50 mph.

338-4.3.1 Performance Criteria – Years One through Three: Threshold values and associated remedial work for Category 2 Value Added Asphalt Pavement for years 1 through 3 are specified in Table 338-3.

TABLE 338-3 Category 2 Pavements: Years 1 – 3			
Type of Distress	Type of Survey	Threshold Values	Remedial Work
Rutting	Automated Measurement	See Table 338-1	See Table 338-1
	Manual Measurement ⁽¹⁾	Depth > 0.40 inch	Remove and replace 1.5 inch the full lane section width for the area plus 50 feet with rutting equal to or greater than 0.4 inch
Cracking	Any Survey	Pavement Condition rating of 6.0 or less	See Table 338-1

TABLE 338-3			
Category 2 Pavements: Years 1 – 3			
Type of Distress	Type of Survey	Threshold Values	Remedial Work
Surface Deterioration ⁽²⁾	Any Survey	See Table 338-1	See Table 338-1
Settlement/Depression ⁽³⁾	Any Survey	Depth ≥ 0.50 inch	Propose the method of correction to the Department for approval prior to beginning remedial work
Pavement Damage due to a crash or fuel spill	Any Survey	Observation by Department	Propose the method of correction to the Department for approval prior to beginning remedial work

⁽¹⁾ Rutting: Rut depth to be determined manually in accordance with the Flexible Pavement Condition Survey Handbook. For any LOT that cannot be surveyed by the Laser Profiler, the rut depth will be determined manually in accordance with the Flexible Pavement Condition Survey Handbook, with the exception that the number of readings per LOT will be one every 20 feet. For partial LOT, minimum of three measurements not exceeding 20 feet apart will be checked. When the average of the measurements by manual straightedge exceeds 0.6 inch, the remedial work is needed. When any individual measurement exceeds 0.6 inch, the remedial work is needed.

⁽²⁾ Surface Deterioration: As used in Table 338-2, Surface Deterioration includes Raveling and/or Delamination affecting the Friction Course, Pot holes, Slippage Area(s), Segregated Area(s) and Bleeding; all as defined and footnoted in Table 338-1.

⁽³⁾ Settlement/Depression: Depth of the settlement/depression to be determined by a 6 foot manual straightedge.

338-4.3.2 Performance Criteria – Post Year 3 After Substantial Completion:

Threshold values and associated remedial work for Category 2 Value Added Asphalt Pavement for pavements greater than 3 years old after Substantial Completion are specified in Table 338-4.

TABLE 338-4			
Category 2 Pavements: Post Year 3			
Type of Distress	Type of Survey	Threshold Values	Remedial Work
Rutting	Automated Measurement	See Table 338-1	See Table 338-1
	Manual Measurement ⁽¹⁾	Depth > 0.4 inch	Remove and replace 1.5 inch the full section width for the area plus 50 feet with rutting equal to or greater than 0.4 inch
Cracking	Any Survey	Pavement Condition rating of 6.0 or less	See Table 338-1
Surface Deterioration ⁽²⁾	Any Survey	See Table 338-1	See Table 338-1
Settlement/Depression ⁽³⁾	Any Survey	Depth ≥ 1/2 inch	Propose the method of correction to the Department for approval prior to beginning remedial work
Pavement Damage due to a crash or fuel spill	Any Survey	Observation by Department	Propose the method of correction to the Department for approval prior to beginning remedial work

⁽¹⁾ Rutting: Rut depth to be determined manually in accordance with the Flexible Pavement Condition Survey Handbook. For any LOT that cannot be surveyed by the Laser Profiler, the rut depth will be determined manually in accordance with the Flexible Pavement Condition Survey Handbook, with the exception that the number of readings per LOT will be one every 20 feet. For partial LOT, minimum of three measurements not exceeding 20 feet apart will be checked. When the average of the measurements by manual straightedge exceeds 0.6 inch, the remedial work is needed. When any individual measurement exceeds 0.6 inch, the remedial work is needed.

⁽²⁾ Surface Deterioration: As used in Table 338-4, Surface Deterioration includes Raveling and/or Delamination affecting the Friction Course, Pot holes, Slippage Area(s), Segregated Area(s) and Bleeding; all as defined and footnoted in Table 338-1.

⁽³⁾ Settlement/Depression: Depth of the settlement/depression to be determined by a 6 foot manual straightedge.

338-4.4 Category 3 Pavement: For purposes of this Specification, “Category 3 Pavement” is defined as median crossovers and shoulders.

Threshold values and associated remedial work for Category 3 Value Added Asphalt Pavement for all years during the Operating Period are specified in Table 338-5.

TABLE 338-5 Category 3 Pavements: All Years During Operating Period			
Type of Distress	Type of Survey	Threshold Values	Remedial Work
Rutting	N/A	N/A	N/A
Cracking	Any Survey	Cumulative length of cracking > 500 feet for Cracks > 1/8 inch	See Table 338-1
Surface Deterioration ⁽¹⁾	Any Survey	See Table 338-1	See Table 338-1
Settlement/Depression ⁽²⁾	Any Survey	Depth ≥ 1/2 inch	Propose the method of correction to the Department for approval prior to beginning remedial work
Pavement Damage due to a crash or fuel spill	Any Survey	Observation by Department	Propose the method of correction to the Department for approval prior to beginning remedial work
⁽¹⁾ Surface Deterioration: As used in Table 338-5, Surface Deterioration includes Raveling and/or Delamination affecting the Friction Course, Pot holes, Slippage Area(s), Segregated Area(s) and Bleeding; all as defined and footnoted in Table 338-1. ⁽²⁾ Settlement/Depression: Depth of the settlement/depression to be determined by a 6 foot manual straightedge.			

338-4.5 Remedial Work: During the relevant periods, the Concessionaire will perform all necessary remedial work described within this Section at no cost to the Department. Should an impasse develop in any regard as to the need for remedial work or the extent required, the Statewide Disputes Review Board will render a non-binding decision by majority vote. Notwithstanding anything to the contrary in this Specification, Concessionaire shall proceed with the work as directed by the Department and within the time required under the Contract Documents pending resolution of any disputes arising out of this Specification.

Remedial work will not apply if any one of the following factors is found to be beyond the scope of the Agreement:

- a. Determination that the deficiency was due to the failure of the existing underlying layers that were not part of the Work.
- b. Determination that the deficiency was the responsibility of a third party or its actions, unless the third party was performing work included in the Agreement.

If a measured distress value indicates remedial action is required per Table 338-1, Table 338-3 and/or Table 338-5, the Concessionaire must perform the remedial action upon notification by the Department and complete such work within the time required under the Contract Documents.

If a measured distress value indicates remedial action is required per Table 338-2 and/or Table 338-4, the Concessionaire must perform the remedial action upon notification by the Department and complete such work within the time required under the Contract Documents. In either case, the Concessionaire is responsible for performing the remedial work to correct the defect within the cure periods detailed in Division II, Section 4, Tables 4.1a and 4.2.

In the event remedial action is necessary and forensic information is required to determine the source of the distress, the Department may core and/or trench the pavement. The Concessionaire will not be responsible for damages to the pavement as a result of any forensic activities conducted by the Department.

As applicable to distress criteria for rutting, ride and cracking for Category 1 and Category 2 pavements, when two LOTs requiring remedial action are not separated by three or more LOTs that otherwise require no remedial action, the remedial work shall be required for the total length of all such contiguous LOTs, including the intermediate LOTs otherwise requiring no remedial action. This requirement shall be limited to the Element and the Section with the O&M limits. Elements are defined as:

- I-595 General Purpose and auxiliary lanes eastbound
- I-595 General Purpose and auxiliary lanes westbound
- Express lanes and ramps
- SR 84 eastbound
- SR 84 westbound

Sections within the Elements are defined as:

- Beginning of the Project to Flamingo Road
- Flamingo Road to Hiatus Road
- Hiatus Road to Nob Hill Road
- Nob Hill Road to Pine Island Road
- Pine Island Road to University Drive
- University Drive to Davie Road
- Davie Road to SR 7
- SR 7 to end of Project

Additionally, Category 1 and Category 2 pavements, where the limits of remedial action are defined as 150% of the distressed area, and where such areas of remedial action required due to rutting, raveling, cracking, slippage or bleeding are not separated by 1,000 feet, the remedial work will be required for the entire area contiguous to the distressed areas, including intermediate areas otherwise requiring no remedial action. The Concessionaire shall submit a plan for the Department's approval of any remedial work.

The Concessionaire has the first option to perform all remedial work that is determined by the Department to be their responsibility. If, in the opinion of the Department, the problem poses an immediate danger to the traveling public and the Concessionaire cannot begin remedial work within 4 hours of written notification, the Department has the authority to have the remedial work performed by other forces. The Concessionaire is responsible for all incurred costs of the work performed by other forces should the problem (remedial work) be determined to be the responsibility of the Concessionaire. Remedial work performed by other forces does not alter any of the requirements, responsibilities or obligations of the Concessionaire.

The Concessionaire must complete all remedial work to the satisfaction of the Department.

Any disputes regarding the adequacy of the remedial work will be resolved by the Statewide Disputes Review Board, which decision will be non-binding. Approval of remedial work does not relieve the Concessionaire from continuing responsibility under the provisions of this Specification.

Notify the Department in writing prior to beginning any remedial work. Meet the requirements of the Contract Documents when performing any remedial work. Perform all signing and traffic control in accordance with the Contract Documents. Provide maintenance of traffic during remedial work at no additional cost to the Department. Lane closure restrictions listed in the Contract Documents will apply to remedial work. Written request(s) to obtain permission for lane closure(s) for either forensic investigation or remedial work must be made to the Department 48 hours in advance of any lane closures. Lane closure restrictions shall be in accordance with Appendix 6, Section 4 of the Concession Agreement.

If remedial work necessitates a corrective action to overlying asphalt layers, pavement markings, signal loops, adjacent lane(s), roadway shoulders, or other affected work, perform these corrective actions using similar products.

338-6 Concessionaire's Failure to Perform.

Should the Concessionaire fail to satisfactorily perform any remedial work or fail to compensate the Department for any remedial work performed by the Department and determined to be the Concessionaire's responsibility in accordance with this Specification, the Concessionaire will be subject to the Department's rights and remedies as set forth in the Contract Documents.

SECTION 355 VALUE ADDED PORTLAND CEMENT CONCRETE PAVEMENT

355-1 Description.

Construct Value Added Portland Cement Concrete Pavement (“Concrete Pavement”), subject to an initial five year warranty period after Substantial Completion and a post five year warranty period until the end of the Term. This Section applies to existing, new, and rehabilitated pavements, including added lanes. Assume responsibility for the quality control, production, placement, consolidation, testing and inspection of all concrete mixtures. Assume responsibility for all mix designs and furnish a copy of each mix design to the Department at least 14 days prior to any paving work.

Perform all the associated work specified in this SectionContract , including continued responsibility as to any deficiencies discovered by the Department and as to which notice was provided within the Operating Period until all such pre-existing deficiencies are resolved.

355-2 Materials and Construction Requirements.

Meet the requirements of the following:

- Portland Cement Concrete.....Standard Specification Section 346
- Cement Concrete Pavement.....Standard Specification Section 350
- Grinding Concrete Pavement.....Standard Specification Section 352

355-3 Statewide Disputes Review Board.

The Statewide Disputes Review Board in effect for the Agreement will resolve any and all disputes that may arise involving administration and enforcement of this Specification. The Concessionaire and the Department acknowledge that use of the Statewide Disputes Review Board is required, and the determinations of the Statewide Disputes Review Board for disputes arising out of this Specification will be non-binding on both the Concessionaire and the Department.

Meet the requirements of the Contract Documents. Notwithstanding anything to the contrary in this Specification, Concessionaire shall proceed with the work as directed by the Department and within the time required under the Contract Documents pending resolution of any disputes arising out of this Specification.

355-4 Pavement Evaluation and Remedial Action. .

355-4.1 General: The Department’s Pavement Condition Survey Program and observation by the Department will be used as the basis for determining the extent and the magnitude of the pavement distresses occurring on the Project. For evaluation purposes, the Project will be subdivided into sections of 0.1 and 0.25 mile per lane. The Department will continuously monitor the pavement and may require remedial action at any time. All surveys conducted by the Department will be at no cost to the Concessionaire.

If the pavement distresses exceed threshold values and it is determined that the cause for the distress is due to the embankment, subgrade, base or other activities performed by the Concessionaire, the Concessionaire will be responsible for performing all remedial work associated with pavement distresses.

If the survey findings, intermediate or final, are to be disputed by the Concessionaire, written notification must be provided to the Department within 30 calendar days of the date of receipt of the survey.

During the Operating Period, the Concessionaire may monitor the pavement using nondestructive procedures. Do not conduct any coring, milling or other destructive procedures without prior approval by the Department.

355-4.2 Distress Indicators: The Department will use rideability, spalling and cracking, as distress indicators in accordance with the Rigid Pavement Condition Survey Handbook to evaluate the Concrete Pavement.

355-4.3 Threshold Values and Remedial Work (First Five Years): Threshold values and associated remedial work for the first five years after Substantial Completion and after any new pavement surface is constructed for the Concrete Pavement are specified in Table 355-1.

TABLE 355-1 Condition Survey		
DEFICIENCY TYPE	THRESHOLD LEVEL	REMEDIAL ACTION
Rideability	Ride Number < 3.50	Grind all deficient sections in accordance with Section 352.
Spalling	Any lane mile with spalling that is greater than 1 inch in width and exceeds a total length of 10 ft of cumulative spalling, or when any spalling of any length exceeds 3 inches in width.	Full depth slab replacement for a minimum of 6 feet in length and the full width of the slab in accordance with Section 353.
Cracking	Four Cracks in any Lane Mile with width exceeding 1/8 inch OR any Crack exceeding 3/16 inch.	Full depth slab replacement for a minimum of 6 feet in length and the full width of the slab in accordance with Section 353.
Shattered (defined as one that is cracked in three or more pieces)		Full slab replacement in accordance with Section 353.

If a measured distress value indicates remedial action is required per Table 355-1, perform remedial work upon notification by the Department and complete such work within the time required under the Contract Documents. However, after each survey, if the Department determines the extent and magnitude of pavement distresses in any areas will not affect the traffic safety, strength of pavement structure or highway esthetics, the Department, at his sole option, may defer the remedial work associated with the pavement distresses.

In either case, the Concessionaire is responsible for performing the remedial work to correct the defect within the cure periods detailed in Division II, Section 4, Tables 4.1a and 4.2.

If remedial action is necessary and forensic information is required, it is the responsibility of the Concessionaire to determine the source of the distress. The Concessionaire has the first option to perform all remedial work, as determined by the Department. If, in the opinion of the Department, the problem poses an immediate danger to the traveling public and the Concessionaire cannot begin remedial work within 3 days of written notification, the Department has the authority to have the remedial work performed by other forces. The Concessionaire is responsible for all incurred costs of such work performed by other forces. Remedial work performed by other forces does not alter any of the requirements, responsibilities or obligations of the Concessionaire.

Complete all remedial work to the satisfaction of the Department. The Concessionaire shall submit a remedial plan summarizing the distresses, detailing the specific rehabilitation aspects, the acceptance criteria and the limits of the proposed work for the Department's approval.

Any disputes regarding the adequacy of the remedial work will be resolved by the Statewide Disputes Review Board, which decision will be non-binding. Approval of remedial work does not relieve the Concessionaire from continuing responsibility under the provisions of this Specification.

Notify the Department in writing prior to beginning any remedial work. Meet the requirements of the Contract Documents when performing any remedial work. Perform all signing and traffic control in accordance with the Contract Documents. Provide maintenance of traffic during remedial work at no additional cost to the Department.

Written request(s) to obtain permission for lane closure(s) for either forensic investigation or remedial work must be made to the Department 48 hours in advance of any lane closures. Do not perform any lane closures until written permission is given by the Department. Lane closure restrictions shall be in accordance with Appendix 6, Section 4 of the Agreement.

Perform all remedial work at no cost to the Department. If remedial work necessitates a corrective action to the pavement markings, adjacent lane(s), or roadway shoulders, perform these corrective actions using similar products at no additional cost to the Department.

355-4.4 Performance Standard and Remedial Work for Pavement for the post five year warranty period

The Department may conduct a pavement condition survey of the pavement at a minimum of once per year. For rigid pavements, when the rigid pavement condition survey for any rated section reaches a distress or ride rating of 7.0 or less, a rehabilitation project will be undertaken within 90 days to improve the condition rating. The rated section may vary in length with the minimum being 0.25 mile. The rehabilitation project will be designed in accordance with the Rigid Pavement Design Manual and specific distresses will be corrected following the guidance in Table 10.1 of the manual and Standard Index 308.

The Concessionaire shall submit a remedial plan summarizing the distresses, detailing the specific rehabilitation aspects, the acceptance criteria and the limits of the proposed work.

The Concessionaire must perform remedial work upon notification by the Department and complete such work within the time required under the Contract Documents. However, after each survey, if the Department determines the extent and magnitude of pavement distresses in any areas will not affect the traffic safety, strength of pavement structure or highway esthetics, the Department, at his sole option, may defer the remedial work associated with the pavement distresses.

If remedial action is necessary and forensic information is required, it is the responsibility of the Concessionaire to determine the source of the distress. The Concessionaire has the first option to perform all remedial work, as determined by the Department. If, in the opinion of the Department, the problem poses an immediate danger to the traveling public and the Concessionaire cannot begin remedial work within 4 hours of written notification, the Department has the authority to have the remedial work performed by other forces. The Concessionaire is responsible for all incurred costs of such work performed by other forces. Remedial work performed by other forces does not alter any of the requirements, responsibilities or obligations of the Concessionaire.

Complete all remedial work to the satisfaction of the Department. Any disputes regarding the adequacy of the remedial work will be resolved by the Statewide Disputes Review Board, which decision will be non-binding. Approval of remedial work does not relieve the Concessionaire from continuing responsibility under the provisions of this Specification.

Notify the Department in writing prior to beginning any remedial work. Meet the requirements of the Contract Documents when performing any remedial work. Perform all signing and traffic control in accordance with the Contract Documents. Provide maintenance of traffic during remedial work at no additional cost to the Department. Lane closure restrictions listed in the Contract Documents will apply to remedial work.

Written request(s) to obtain permission for lane closure(s) for either forensic investigation or remedial work must be made to the Department 48 hours in advance of any lane closures. Do not perform any lane closures until written permission is given by the Department. Lane closure restrictions shall be in accordance with Appendix 6, Section 4 of the Agreement.

Perform all remedial work at no cost to the Department. If remedial work necessitates a corrective action to the pavement markings, adjacent lane(s), or roadway shoulders, perform these corrective actions using similar products at no additional cost to the Department.

355-5 Remedial Work.

During the relevant periods, perform all necessary remedial work described in Section 355-4 of this Specification at no cost to the Department. Should an impasse develop in regard to the required remedial work, the Statewide Disputes Review Board will render a non-binding decision by a majority vote. In either case, the Concessionaire is responsible for performing the remedial work to correct the defect within the cure periods detailed in Division II, Section 4, Tables 4.1a and 4.2. Notwithstanding anything to the contrary in this Specification, Concessionaire shall proceed with the work as directed by the Department and within the time required under the Contract Documents pending resolution of any disputes arising out of this Specification.

The warranty will not apply to deficiencies caused by any one of the following factors, or any other factor found to be beyond the control of the Concessionaire:

- a. Determination that the deficiency was due to failure of the existing underlying layers, for which the Concessionaire was not responsible;
- b. Determination that the deficiency was the responsibility of a third party or its actions, unless the third party was performing work included in the Agreement

355-6 Failure to Perform.

Should the Concessionaire fail to timely submit any dispute to the Statewide Disputes Review Board, fail to satisfactorily perform any remedial work, or fail to compensate the Department for any remedial work performed by the Department and determined to be the Concessionaire's responsibility in accordance with this Specification, the Concessionaire will be subject to the Department's rights and remedies as set forth in the Contract Documents.

SECTION 475 VALUE ADDED BRIDGE COMPONENTS

475-1 Description.

Construct Value Added Bridge Components (VABC), when included in the Work, consisting of those features provided for in Contract Documents.

The Concessionaire shall assume responsibility for all the VABC work specified in this section for the Construction Period and Operating Period, unless otherwise stated in the Contract Documents, after Substantial Completion including continued responsibility as to any deficiencies to which notice was provided to the Concessionaire within such period, until all such pre-existing deficiencies are resolved.

475-2 Responsible Party

For the purpose of VABC, the Concessionaire shall be the responsible party throughout the Term of the Contract.

475-3 Evaluation and Remedial Action.

475-3.1 Definition of Value Added Bridge Components: The following is a definition of the bridge components for which this provision applies and for which the Concessionaire shall warrant performance:

Bridge Deck Expansion Joint Devices and Hardware: Any device, with its accompanying hardware, that is installed in the joints of a bridge deck riding surface in order to provide a smooth riding surface across the joint opening and to prevent water and debris from entering the joint. This includes expansion devices that are designed to handle large expansions and contractions such as modular bridge expansion devices.

Coatings: Paints, applied finishes or applied coatings that are used on the metal, concrete or wood surfaces of structures for the purpose of protection from the elements or for aesthetic enhancement.

Bearing Devices: Metal and/or elastomeric device that transfers loads and accommodates rotation and translation from a bridge superstructure element such as a beam, to a bridge substructure element such as a pier or bent without damage to either the fixed substructure or the movable superstructure. All bearings transfer vertical loads, but fixed bearings only allow rotation and do not allow the superstructure to translate horizontally (expand and contract) as well as rotate.

Bridge Lighting/Electrical Systems: All electric power, electric control devices, and solar power units with accompanying hardware that are used to provide bridge navigation lighting, aesthetic lighting, and electrical power receptacles and lighting for maintenance and inspection.

Drainage Systems: All components of the bridge deck drainage system including pipes, couplings, bends, inlets, cleanouts and grates.

475-3.2 Value Added Performance Period: The Concessionaire must warrant performance of bridge components for the Construction Period and Operating Period.

475-3.3 Deficiencies/Defects Requiring Remedial Action. The following is a detailed description, for each type of structural component, of deficiencies/defects that will require remedial action by the Concessionaire:

475-3.3.1 Bridge Deck Expansion Joint Devices and Hardware: water leakage through joints; separation of the seal from the steel or concrete substrate; failure of the seal materials such as cracking, chalking, scaling, peeling, or splitting; sagging of elastomeric seal; warping of the steel plate or extrusion that is detrimental to the functioning of the joint; separation of the steel plate or extrusion from the deck concrete; spalling or delamination of the deck concrete within 18 inches of either side of the joint; and any defect in modular bridge expansion joint elements

including backing bars, steel extrusions, flexible membranes, proportioning bars, bushings, pins, bearings, side frames, and tracks,

475-3.3.2 Coatings: visible corrosion or corrosion break through; blistering peeling or scaling of the coating; application of the coating over debris, blasting debris, mill scale or corrosion products; inadequate coating thickness less than specified by the manufacturer; damage to the paint system due to the Concessionaire's operations during construction; or excessive fading or chalking of the coating as determined by the paint manufacturer's performance standards for the coating in question.

475-3.3.3 Bearing Devices: evidence of failure of any of the elements of the bearing assembly; cracks, checks, peels or corrosion present in the protective coating of the bearing or in any of the neoprene or elastomeric bearings; the bearing freezes or fails to allow the bridge to move as designed; or the bearing moves out or "walks out" of its designated position and; therefore, does not perform as designed.

475-3.3.4 Bridge Lighting/Electrical Systems: loose or failed wiring, conduit, anchorages, expansion couplings, and junction boxes; inoperable lighting fixtures, contactors, switches or receptacles; inadequate grounding or surge protection; and defective circuit breakers, step down transformers and photo cells.

475-3.3.5 Drainage Systems: grates that will not stay in position as designed or that fail to collect debris as intended; leaking pipes, couplings, bends, cleanouts or inlets; unacceptable drainage discharge rates due to blockages in the system that are a result of construction defects and not solely attributable to accumulation of debris.

475-3.4 Required Remedial Action and Response Times: The Concessionaire will be required to remediate the deficiencies/defects as described the Contract Documents, by taking the actions set forth in this provision for each type of structural component. The Concessionaire shall perform the required remedial actions within the maximum response times set forth in the Contract Documents and which start when notification is received by the Concessionaire from the Department or when there is an emergency situation, response time starts with the Department's verbal notification. If replacement components require a lengthy acquisition period, the maximum repair duration as specified in the Contract Documents will be extended at the Department's discretion.

The Concessionaire shall complete all remedial work to the satisfaction of the Department.

Not less than 7 days prior to beginning any non-emergency remedial work, notify the Department in writing of the date when remedial work will begin. Meet the requirements of the Contract Documents when performing any remedial work.

Submit a written work plan to the Department for approval and do not begin remedial work until approval is received. The work plan shall describe the phases of construction that are planned and generally explain for each phase, the construction methods to be employed. In addition, the work plan shall list the materials that will be incorporated into the permanent remedial work. For emergency situations, the Concessionaire will discuss the work plan with the Department verbally and the Department will issue a temporary approval in order to allow work to begin in a timely manner. A written work plan shall be presented in accordance with Contract Documents. Perform all remedial work at no cost to the Department.

475-3.4.1 Bridge Deck Expansion Joint Devices and Hardware: Damaged seals shall be removed and replaced with new seals. Seals that are displaced shall be completely removed; the joint shall be cleaned, and the seal may be reinstalled if not damaged during removal. Steel elements that are damaged, misaligned, or non-functional shall be restored to complete and full functionality. Remedial action for joint defects that represent an immediate traffic safety hazard (an emergency situation) shall be responded to and corrected in accordance with Contract Documents. For defects that may become a safety hazard in the near future, such as loose joint armor, remediation must be completed in accordance with Contract Documents.

475-3.4.2 Coatings: Repair or restore coatings as recommended in writing by the coating manufacturer's technical advisors with concurrence of the Department. Remediation shall be completed in accordance with Contract Documents.

475-3.4.3 Bearing Devices: Bearings shall be removed and replaced with new bearings or with approval of the Department, be restored to new condition and be reinstalled. Remediation shall be completed in accordance with Contract Documents, due to a bearing device defect, the structure is displaying any sign of immediate structural damage to any element other than the bearing device(s). All other bearing device defects shall be corrected in accordance with Contract Documents.

475-3.4.4 Bridge Lighting/Electrical Systems: Navigation lights must be restored in accordance with Tables 4.1 and 4.2 of Division II, Section 4 and the Concessionaire may use a temporary system if the permanent lighting cannot be restored in accordance with Contract Documents. If, after verbal notification of failure by the Department, the Concessionaire states that it cannot respond immediately to a navigation light failure then the Department will respond at the Concessionaire's expense. Aesthetic and inspection lighting must be restored within 5 days. Defective electrical components that are isolated such as receptacles, photo cells or surge protectors, and that are not causing an entire electrical system to malfunction, must be corrected in accordance with Contract Documents.

475-3.4.5 Drainage Systems: Replace or repair defective grates. Permanently repair any system leaks. Full drainage discharge rates shall be restored if reduced drainage discharge rates exist due to construction defects or other system deficiencies that occurred because of substandard construction practices. Remedial action for drainage deficiencies that represent an immediate traffic safety hazard (an emergency situation) shall be responded to and completed in accordance with Contract Documents. For all other deficiencies, remediation shall be completed in accordance with Contract Documents.

475-4 Notification of Deficiencies/Defects and Inspections.

The Concessionaire will be responsible for identifying deficiencies/defects and reporting them in accordance with Contract Documents. The Concessionaire shall perform remedial actions in accordance with Contract Documents. If the Concessionaire fails to, or provides notification that it is unable to begin work within the time specified in the Contract Documents, then the Department reserves the right to perform the remedial action at the Concessionaire's expense.

475-5 Disputes Resolution.

The Statewide Disputes Review Board in effect for this Agreement will resolve any and all disputes that may arise involving administration and enforcement of this Specification. The Concessionaire and the Department acknowledge that use of the Statewide Disputes Review Board is required, and the determinations of the Statewide Disputes Review Board for disputes arising out of this Specification will be non-binding on both the Concessionaire and the Department. Notwithstanding anything to the contrary in this Specification, Concessionaire shall proceed with the work as directed by the Department and within the time required under the Contract Documents pending resolution of any disputes arising out of this Specification.

475-6 Value Added Work.

During the value added performance period which includes the Construction Period and Operating Period, the Concessionaire shall perform all necessary remedial work described in the Contract Documents. Should an impasse develop in any regard as to the need for remedial work or the extent required, the Statewide Disputes Review Board will render a non-binding decision.

475-7 Failure to Perform.

Should the Concessionaire fail to satisfactorily perform any remedial work or fail to compensate the Department for any remedial work performed by the Department and determined to be the Concessionaire's responsibility in accordance with this Specification, the Concessionaire will be subject to the Department's rights and remedies as set forth in the Contract Documents.

475-8 Traffic Control.

During remedial action operations, perform all signing and traffic control in accordance with the Contract Documents and lane closures shall be performed in accordance with Contract Documents.

SECTION 570 VALUE ADDED PERFORMANCE TURF

570-1 Description.

Establish a growing, healthy turf over all areas designated on the plans. Use sod in areas designated on the plans to be sodded. Use seed, hydroseed, bonded fiber matrix, or sod in all other areas.

570-2 Materials.

Meet the following requirements:

Turf Materials	Standard Specification Section 981
Fertilizer.....	Standard Specification Section 982
Water.....	Standard Specification Section 983

570-3 Construction Methods.

570-3.1 General: Incorporate turf installation into the Project at the earliest practical time.

Shape the areas to be planted to the plan typical sections and lines and grade shown in the Contract Documents.

Except in areas where the Contract Documents require specific types of grass to match adjoining private property, any species of grass designated in Section 981 may be used. Use the methods and materials necessary to establish and maintain the initial grassing until Substantial Completion of the Contract Work in accordance with Contract Documents. All of the permanent grassing material shall be in place prior to Final Acceptance.

Complete all grassing on shoulder areas prior to the placement of the friction course on adjacent pavement.

570-3.2 Seeding: At the Concessionaire's option, wildflower seed may be included in the turf seeding operation or performed separately from the turf seeding.

Use of compost meeting the requirements of Section 987 as mulch is acceptable unless otherwise specified.

570-3.3 Sod: Place the sod on the prepared surface, with edges in close contact. Do not use sod which has been cut for more than 48 hours.

Place the sod to the edge of all landscape areas as shown in the plans and as shown in the Contract Documents.

Peg sod at locations where the sod may slide. Drive pegs through sod blocks into firm earth, flush with the sod soil surface, at intervals approved by the Department. The cost associated with the work and materials for pegging of sod as directed by the Department will be the Concessionaire's responsibility.

Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.

Monitor placed sod for growth of pest plants and noxious weeds in accordance with Contract Documents. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod during the months April through October, within 60 days of placement of the sod during the months of November through March treat affected areas by means acceptable to the Department.

570-3.4 Hydroseeding: Use equipment specifically designed for mixing the wood fiber, seed, fertilizer, tackifier and dye, and applying the slurry uniformly over the areas to be hydroseeded.

Use wood fiber that is made of 100% hardwood or softwood and does not contain reprocessed wood or paper fibers. Ensure that a minimum of 50% of the fibers are equal to or greater than 0.15 inch in length and a minimum of 50% of the fibers will be retained on a twenty-five mesh screen.

Mix fertilizer as required into the hydroseeding slurry.

Mix seed into the slurry at rates in accordance with Design Standards, Index 104.

Ensure that the dye does not contain growth or germination inhibiting chemicals.

When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide

shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moistureholding compounds.

570-3.5 Bonded Fiber Matrix (BFM): Meet the minimum physical and performance criteria of this Specification for use of BFM in hydroseeding operations or temporary nonvegetative erosion and sediment control methods.

Provide evidence of product performance testing, manufacturer's certification of training and material samples to the Department at least seven calendar days prior to installation.

Ensure that the BFM is composed of long strand, thermally processed wood fibers held together by crosslinked hydro-colloid tackifier (>10%), which, upon drying becomes water-insoluble and non-dispersible. Ensure that the BFM contains biodegradable dye to aid in uniform application of the material and that the resulting matrix performs in a manner equal or superior to biodegradable erosion control blankets (ECBs). Provide documentation of manufacturer's testing at an independent laboratory to the Department, demonstrating superior performance of BFM as measured by reduced water runoff, reduced soil loss and faster seed germination in comparison to erosion control blankets.

Use only BFMs that contain all components pre-packaged by the manufacturer to assure material performance. Deliver materials in UV and weather resistant factory labeled packaging. Store and handle products in strict compliance with the manufacturer's directions.

When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moistureholding compounds.

Meet the following requirements after application of the formed matrix:

Ensure that the tackifier does not dissolve or disperse upon re-wetting.

Ensure that the matrix has no gaps between the product and the soil and that it provides 100% coverage of all disturbed soil areas after application.

Ensure that the matrix has a minimum water holding capacity of 1.2 gal/lb.

Ensure that the matrix has no germination or growth inhibiting properties and does not form a water-repelling crust.

Ensure that the matrix is comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.

Mix and apply the BFM in strict compliance with the manufacturer's recommendations.

Apply the BFM to geotechnically stable slopes at the manufacturer's recommended rates.

Degradation of BFM will occur naturally as a result of chemical and biological hydrolysis, UV exposure and temperature fluctuations. Re-application, as determined by the Department, will be required if BFM-treated soils are disturbed or water quality or turbidity tests show the need for an additional application. The work and materials for re-application, will be the responsibility of the Concessionaire.

570-3.6 Watering: Water all turf areas as necessary to produce a healthy and vigorous stand of turf. Ensure that the water used for turf irrigation meets the requirements of Section 983.

570-3.7 Fertilizing: Fertilize as necessary based on soil testing performed in accordance with Section 162. Refer to Section 982 for fertilizer rates.

570-4 Turf Establishment.

Perform all work necessary, including watering and fertilizing, to sustain an established turf for the Term of the Contract. Provide the filling, leveling, and repairing of any washed or eroded areas, as may be necessary.

Established turf is defined as follows:

Established root system (leaf blades break before seedlings or sod can be pulled from the soil by hand).

No bare spots larger than one square foot.

No continuous streaks running perpendicular to the face of the slope.

No bare areas comprising more than 1% of any given 1,000 square foot area.

No deformation of the turf areas caused by mowing or other Concessionaire equipment.

Monitor turf areas and remove all competing vegetation, pest plants, and noxious weeds (as listed by the Florida Exotic Pest Plant Council, Category I “List of Invasive Species”, Current Edition, www.fleppc.org). Remove such vegetation regularly by manual, mechanical, or chemical control means, as necessary. When selecting herbicides, pay particular attention to ensure use of chemicals that will not harm desired turf or wildflower species. Use herbicides in accordance with Contract Documents.

Take responsibility for litter removal and mowing turf (including undisturbed areas within the Project limits) for the Construction Period and Operating Period. Begin mowing new turf after establishment of a healthy root system. Mow all turf in accordance with the MRP Handbook. Do not mow wildflower areas until at least three weeks after the peak of the bloom period and do not mow lower than 6 inches.

Do not use selective herbicides in wildflower areas.

The Concessionaire shall continuously maintain all turf areas until for the duration of the Project.

During the entire establishment period and until turf is established in accordance with this Specification, continue inspection (once every seven days and after each 1/2 inch of rain) and maintenance of erosion and sedimentation control items in accordance with Section 104. Take responsibility for the proper removal and disposal of all erosion and sedimentation control items after turf has been established.

570-5 Responsible Party.

For the purposes of this Specification, the Concessionaire shall be the responsible party throughout Construction Period and Operating Period.

570-6 Disputes Resolution.

The Statewide Disputes Review Board in effect for this Agreement will resolve any and all disputes that may arise involving administration and enforcement of this Specification. The Concessionaire and the Department acknowledge that use of the Statewide Disputes Review Board is required, and the determinations of the Statewide Disputes Review Board for disputes arising out of this Specification will be non-binding on both the Concessionaire and the Department. Notwithstanding anything to the contrary in this Specification, Concessionaire shall proceed with the work as directed by the Department and within the time required under the Contract Documents pending resolution of any disputes arising out of this Specification.

570-7 Failure to Perform.

Should the Concessionaire fail to satisfactorily perform any remedial work or fail to compensate the Department for any remedial work performed by the Department and determined to be the Concessionaire’s responsibility in accordance with this Specification, the Concessionaire will be subject to the Department’s rights and remedies as set forth in the Contract Documents.

SECTION 645 VALUE ADDED SIGNAL INSTALLATION

645-1 Description.

Construct Value Added Signal Installation, subject to a three year warranty period. For purposes of this Section, warranty shall mean the Concessionaire, as designated herein, is responsible for the performance of the Value Added Signal Installation for a period of 3 years after Substantial Completion of the Value Added Signal Installation, except as noted herein. The Value Added Signal Installation includes all traffic signal strain poles and associated span wires, support cables and all hardware attached thereto, all electrical cables or conductors, all traffic signal masts and all hardware attached thereto, all mast arms and all hardware attached thereto, mono-tube traffic signal supports and all hardware attached thereto, all traffic signal heads, pedestrian signal heads, traffic controllers, traffic controller cabinets, all vehicle traffic detectors, pedestrian traffic detectors, all conduits, conductors, cables and pull boxes and other hardware used to connect any of the previously mentioned Value Added Signal Installation components. The Concessionaire shall assume responsibility for the costs to the maintaining agency of restoring the Value Added Signal Installation specified in this Section, to the fully functional state it existed in at Final Acceptance, for a minimum warranty period for the Term of the Contract, unless shown as an exception in the Contract Documents, after Final Acceptance, including continued responsibility as to any deficiencies or defects, for which notice was provided to the Concessionaire within such warranty period, until all such deficiencies or defects are resolved.

645-2 Maintaining Agency, District Warranty Coordinator and Concessionaire.

Where the Department is not the maintaining agency for the Value Added Signal Installation, the Department will identify the maintaining agency to the Concessionaire, in writing at Substantial Completion.

The Department will also identify the District Warranty Coordinator to the Concessionaire, in writing at Final Acceptance. The DWC will be a Department's representative responsible for evaluating all claims for payment received from the maintaining agency related to the Value Added Signal Installation. The DWC will investigate and evaluate the maintaining agency's claim to see that it falls within the warranty periods as prescribed in this Section, to see if the cause falls outside the cause exceptions for deficiencies or defects in Value Added Signal Installation outlined below and to see if the costs are reasonable for the type of work performed. The DWC will forward to the Concessionaire for processing, only that portion of the maintaining agency's claim, if any, which falls within the warranty periods as prescribed in this Section, which falls outside the Cause Exceptions for Deficiencies or defects in Value Added Signal Installation outlined in Section 645-3.2 of this Specification and which are reasonable for the type of work performed.

Prior to any Value Added Signal Installation components being placed or paid for on the Project, the Concessionaire shall designate a contractor for the Value Added Signal Installation. The contractor shall be approved by the Department for performing the Value Added Signal Installation work.

The Concessionaire, prior to any Value Added Signal Installation components being placed or paid for as a part of the Work, must execute and deliver to the Department a form, as provided by the Department, whereby the Concessionaire assumes all responsibility as the contractor for the Value Added Signal Installation including the 3-year Value Added Signal Installation warranty period as specified in this Section.

645-3 Exceptions to Warranty.

645-3.1 Duration Exceptions for Specific Value Added Signal Installation Components: As an exception to the 3 year warranty on all Value Added Signal Installation components stated above, the Concessionaire must warranty performance of the specific Value Added Signal Installation components listed below, for the lesser period shown for each of the Value Added Signal Installation components.

Incandescent bulbs for traffic signal heads: 1 year, Color fade in coatings for Signal Masts, and Signal Mast Arms: 1 year, Film thickness and adherence in coatings for Signal Masts, and Signal Mast Arms: 2 years.

645-3.2 Cause Exceptions for Deficiencies or Defects in Value Added Signal Installation:

The warranty obligation for Value Added Signal Installation will not apply to deficiencies resulting from any of the following causes if those causes are found to have occurred after Final Acceptance of the Work and also found to be beyond the control of the Concessionaire. Loop detector damage due to mechanical damage of the pavement containing the loops. Value Added Signal Installation component damage due to a lightning strike or other emergency storm weather event or act of God. Value Added Signal Installation damage due to a vehicle accident or vandalism. Vandalism is defined for this Section as damage to a Value Added Signal Installation caused by any parties other than the maintaining agency or the Concessionaire or its Contractors. Value Added Signal Installation component modifications by the maintaining agency for reasons other than signal timing changes, loop replacements or the correction of previous Value Added Signal Installation deficiencies or defects. Value Added Signal Installation component failures in equipment provided by the Department or resulting from Value Added Signal Installation component failures in equipment provided by the Department except when such failures can be proved to have been caused solely by poor quality installation.

645-4 Notification of Remedial Work Required due to Deficiencies or Defects.

The maintaining agency will identify Value Added Signal Installation deficiencies or defects and handle repairs with their own resources or request a repair plan from the Concessionaire.

Where the maintaining agency corrects Value Added Signal Installation deficiencies or defects with its own resources, the maintaining agency will identify Value Added Signal Installation deficiencies or defects in a written report that will be transmitted to the DWC along with a statement of the labor costs, equipment costs, material costs, access costs, and maintenance of traffic costs expended in restoring the deficient or defective Value Added Signal Installation to the fully functional state it existed in at Final Acceptance. After the investigation and evaluation of the maintaining agency's claim, the DWC will forward to the Concessionaire for processing, a statement of only that portion of the maintaining agency's claim, if any, which falls within the warranty periods as prescribed in this Contract, which falls outside the Cause Exceptions for Deficiencies or defects in Value Added Signal Installation outlined in Section 645-3.2 of this Specification and which are reasonable for the type of work performed along with a cover letter instructing the Concessionaire to reimburse the maintaining agency. Upon receipt of the DWC statement, the Concessionaire shall timely reimburse the maintaining agency for the portions of labor costs, equipment costs, material costs, access costs, and maintenance of traffic costs expended in restoring the deficient or defective Value Added Signal Installation which are outlined in the DWC statement.

In lieu of correcting Value Added Signal Installation deficiencies or defects and billing the DWC, the maintaining agency may, at its option, identify Value Added Signal Installation deficiencies or defects in a written report that will be transmitted to the Concessionaire and the DWC along with a request that the Concessionaire submit a repair plan for the remedial work to correct the Value Added Signal Installation deficiencies or defects. When this occurs the Concessionaire shall have 10 days to either notify the maintaining agency in writing that the Concessionaire declines to submit a repair plan or submit a written repair plan to the maintaining agency and the Department. The Concessionaire's repair plan must correct or repair all Value Added Signal Installation deficiencies or defects identified in the maintaining agency's repair plan request. The Concessionaire's repair plan must include a statement of the Value Added Signal Installation components to be repaired, a schedule for the repairs including the start and completion dates of the repair period, hours of the day during which repairs will be accomplished, all dates during the repair period when repairs will be accomplished, and the maintenance of traffic plan to be used during repairs. The Concessionaire shall not begin repairing the Value Added Signal Installation deficiencies or defects until its repair plan has been accepted in writing by the maintaining agency. Should the maintaining agency decline to accept the Concessionaire's repair plan,

then the maintaining agency may, at its option, request a new repair plan from the Concessionaire or the maintaining agency may notify the Concessionaire that the repair plan has been rejected and that maintaining agency will repair the Value Added Signal Installation deficiencies or defects and submit a claim to the DWC. The maintaining agency may then repair the Value Added Signal Installation deficiencies or defects and submit a claim for the costs to the DWC.

645-5 Repairs by the Concessionaire.

If the Concessionaire's repair plan is accepted by the maintaining agency, the Concessionaire will be required to repair the Value Added Signal Installation deficiencies or defects by taking the actions set forth in its accepted repair plan and starting those repairs not later than 7 days after the start date set forth in the accepted repair plan and completing the repairs not later than 7 days after the completion date set forth in its accepted repair plan. If replacement components require a lengthy acquisition period, the maximum repair duration as specified in the accepted repair plan may be extended at the maintaining agency's discretion. If the maximum accepted time will result in the Concessionaire completing the work after the warranty period, as specified in Section 645-1 of this Specification, has expired, then the warranty period expiration date for the affected Value Added Signal Installation components will automatically be extended to later of: the accepted repair plan completion date or the actual completion date of the repairs the Value Added Signal Installation deficiencies or defects undertaken under that repair plan.

The Concessionaire shall complete all repairs of the Value Added Signal Installation deficiencies or defects to the satisfaction of the maintaining agency. The Concessionaire shall meet the requirements of the Contract Documents when performing any repairs of the Value Added Signal Installation deficiencies or defects. The Concessionaire shall perform all repairs of the Value Added Signal Installation deficiencies or defects at no cost to the Department or the maintaining agency. The Statewide Disputes Review Board will resolve any disputes regarding the adequacy of the repairs of the Value Added Signal Installation deficiencies or defects, which decision will be non-binding. Approval of the repairs of the Value Added Signal Installation deficiencies or defects does not relieve the Concessionaire from continuing responsibility under the provisions of this Section.

If the Concessionaire is unable or unwilling to begin the repairs of the Value Added Signal Installation deficiencies or defects work within 7 days of the start date designated in its accepted repair plan or if the Concessionaire is unable or unwilling to complete the repairs of the Value Added Signal Installation deficiencies or defects work within 7 days of the completion date designated in its accepted repair plan, then the maintaining agency may perform the repairs of the Value Added Signal Installation deficiencies or defects and submit a claim for the costs to the DWC as described in Section 645-4 of this Specification.

645-6 Timely Response.

When the Concessionaire receives a request for payment of the costs to the maintaining agency associated with correcting deficiencies or defects in a Value Added Signal Installation in accordance with Section 645-4 of this Specification, then the Concessionaire must make one of the two following responses to be considered timely in responding. Within 30 days of the Concessionaire's receipt of the payment request from the DWC, the Concessionaire delivers the requested payment to the maintaining agency and delivers copies of the payment transmittal letter and payment instrument to the DWC.

Within 30 days of the Concessionaire's receipt of the payment request from the maintaining agency, the Concessionaire requests, through the DWC, a hearing by the Statewide Disputes Review Board to determine the amount due, if any, for repairing or correcting all alleged deficiencies or defects in the Value Added Signal Installation. This request shall be made by the Concessionaire in writing through the District Warranty Coordinator and the maintaining agency shall be sent a copy of the request by the Concessionaire on the date the request is made.

When the Concessionaire receives a request for a Value Added Signal Installation repair plan or a request for changes in an existing Value Added Signal Installation repair plan, from the maintaining agency in accordance with Section 645-4 of this Specification, then the Concessionaire must make one of the two following responses to be considered timely in responding. The Concessionaire delivers the requested repair plan, in accordance with Section 645-4 of this Specification, to the maintaining agency within 10 days of receipt of the repair plan request or revised repair plan request. Any repair plan, which is not complete with the elements described in Section 645-4 of this Specification, will not be considered a timely response.

The Concessionaire notifies the maintaining agency within 10 days of receipt of the maintaining agency's request for a repair plan, that it is unable or unwilling to correct the Value Added Signal Installation deficiencies or defects.

645-7 Disputes Resolution.

The Statewide Disputes Review Board in effect for this Agreement will resolve any and all disputes that may arise involving administration and enforcement of this Specification. The Concessionaire and the Department acknowledge that use of the Statewide Disputes Review Board is required, and the determinations of the Statewide Disputes Review Board for disputes arising out of this Specification will be non-binding on both the Concessionaire and the Department. Notwithstanding anything to the contrary in this Specification, Concessionaire shall proceed with the work as directed by the Department and within the time required under the Contract Documents pending resolution of any disputes arising out of this Specification.

645-8 Concessionaire's Failure to Perform

Should the Concessionaire fail to satisfactorily perform any remedial work or fail to compensate the Department for any remedial work performed by the Department and determined to be the Concessionaire's responsibility in accordance with this Specification, the Concessionaire will be subject to the Department's rights and remedies as set forth in the Contract Documents.

645-9 Traffic Control.

During remedial work operations, perform all signing and traffic control in accordance with the Contract Documents. Provide maintenance of traffic during remedial work at no additional cost to the Department. The Department must approve all lane closures and traffic control plans required for non-emergency remedial work and notification of lane closures must be made to the Department 48 hours in advance.

SECTION 725 VALUE ADDED HIGHWAY LIGHTING SYSTEM

725-1 Description.

Construct Value Added Highway Lighting System (VAHLS) on the Project. For purposes of this Specification, the Concessionaire is responsible for the performance of the VAHLS for the Term in accordance with the Contract Documents, except as noted herein. The VAHLS includes all highway lighting system components and other hardware attached to or used to connect any of the listed VAHLS components. The Concessionaire shall assume responsibility for the costs to the maintaining agency of restoring the VAHLS specified in this Section, to the fully functional state it existed in at Substantial Completion unless shown as an exception in Section 725-3, after Final Acceptance, including continued responsibility as to any deficiencies, for which notice was provided to the Concessionaire during the Term, until all such deficiencies or defects, for which notice was provided, are resolved.

725-2 Maintaining Agency, District Warranty Coordinator and Concessionaire.

Where the Department is not the maintaining agency for the VAHLS, the Department will identify the maintaining agency to the Concessionaire, in writing at Final Acceptance.

The Department will also identify the District Warranty Coordinator (DWC) to the Concessionaire, in writing at Final Acceptance. The DWC will be a Department's representative responsible for evaluating all claims for payment received from the maintaining agency related to the VAHLS. The DWC will investigate and evaluate the maintaining agency's claim to see that it falls within the warranty periods as prescribed in this specification. The DWC will forward to the Concessionaire for processing, only that portion of the maintaining agency's claim, if any, which falls within the warranty periods as prescribed in this specification.

Prior to any VAHLS components being placed or paid for as a part of the Work, the Concessionaire shall designate a Contractor for the VAHLS. The Contractor shall be approved by the Department for performing the VAHLS work.

725- 3 Exceptions to Warranty.

725-3.1 Duration Exceptions for Specific VAHLS Components: The Concessionaire must warranty performance of the specific VAHLS for the duration of the Term.

725-4 Notification of Remedial Work Required due to Deficiencies or Defects.

The maintaining agency will identify and handle the repair of VAHLS deficiencies or defects with their own resources or request a repair plan from the Concessionaire .

Where the maintaining agency corrects VAHLS deficiencies or defects with its own resources, the maintaining agency will identify VAHLS deficiencies or defects in a written report that will be transmitted to the DWC along with a statement of the labor costs, equipment costs, material costs, access costs, and maintenance of traffic costs expended in restoring the deficient or defective VAHLS to the fully functional state it existed in at Final Acceptance. After the investigation and evaluation of the maintaining agency's claim, the DWC will forward to the Concessionaire for processing, a statement of only that portion of the maintaining agency's claim. Upon receipt of the DWC's statement, the Concessionaire shall timely reimburse the maintaining agency for the portions of labor costs, equipment costs, material costs, access costs, and maintenance of traffic costs expended in restoring the deficient or defective VAHLS which are outlined in the DWC's statement.

In lieu of correcting the VAHLS deficiencies or defects and billing the Concessionaire, the maintaining agency may, at its option, identify the VAHLS deficiencies or defects in a written report that will be transmitted to the Concessionaire and the DWC along with a written request that the Concessionaire submit a repair plan for the remedial work to correct the VAHLS deficiencies or defects. When this occurs the Concessionaire shall have 10 days to either notify the maintaining agency in writing

that the Concessionaire declines to submit a repair plan or submit a written repair plan to the maintaining agency and the Department. The Concessionaire's repair plan must correct or repair all VAHLS deficiencies or defects identified in the maintaining agency's repair plan request. The Concessionaire's repair plan must include a statement of the VAHLS components to be repaired, a schedule for the repairs including the start and completion dates of the repair period, hours of the day during which repairs will be accomplished, all dates during the repair period when repairs will be accomplished, and the maintenance of traffic plan to be used during repairs. The Concessionaire shall not begin repairing the VAHLS deficiencies or defects until its repair plan has been accepted in writing by the maintaining agency. Should the maintaining agency decline to accept the Concessionaire's repair plan, then the maintaining agency may, at its option, request a new repair plan from the Concessionaire or the maintaining agency may notify the Concessionaire that the repair plan has been rejected and that maintaining agency will repair the VAHLS deficiencies or defects and bill the Concessionaire for the costs of the remedial work required to restore the deficient or defective VAHLS components, to the fully functional state they existed in at the Final Acceptance. The maintaining agency may then repair the VAHLS deficiencies or defects and submit a claim for the costs to the DWC.

725-5 Repairs by the Concessionaire.

If the Concessionaire's repair plan is accepted by the maintaining agency, the Concessionaire will be required to repair the VAHLS deficiencies or defects by taking the actions set forth in its accepted repair plan and starting those repairs not later than 7 days after the start date set forth in the accepted repair plan and completing the repairs not later than 7 days after the completion date set forth in its accepted repair plan. If replacement components require a lengthy acquisition period, the completion date as specified in the accepted repair plan may be changed to a later date at the maintaining agency's discretion. If the accepted repair plan will result in the Concessionaire completing the work after the warranty period, as specified in Section 725-1 of this Specification has expired, then the warranty period expiration date for the affected VAHLS components will automatically be extended to later of: the accepted repair plan completion date or the actual completion date of the repairs the VAHLS deficiencies or defects undertaken under that repair plan.

The Concessionaire shall complete all repairs of the VAHLS deficiencies or defects to the satisfaction of the maintaining agency. The Concessionaire shall meet the requirements of the Department's latest version of the Standard Specifications for Road and Bridge Construction and Design Standards when performing any repairs of the VAHLS deficiencies or defects. The Concessionaire shall perform all repairs of the VAHLS deficiencies or defects at no cost to the Department or the maintaining agency. The Statewide Disputes Review Board will resolve any disputes regarding the adequacy of the repairs of the VAHLS deficiencies or defects. Approval of the repairs of the VAHLS deficiencies or defects does not relieve the Concessionaire from continuing responsibility under the provisions of this specification.

If the Concessionaire is unable or unwilling to begin the repairs of the VAHLS deficiencies or defects work within 7 days of the start date designated in its accepted repair plan or if the Concessionaire is unable or unwilling to complete the repairs of the VAHLS deficiencies or defects work within 7 days of the completion date designated in its accepted repair, then the maintaining agency may perform the repairs of the VAHLS deficiencies or defects and submit a claim for the costs to the DWC as described in 725-4.

715-6 Timely Response.

725-6.1 Timely Response on Payment: When the Concessionaire receives a request for payment of the costs to the maintaining agency associated with correcting deficiencies or defects in a VAHLS in accordance with Section 725-4 of this Specification, then the Concessionaire must make one of the two following responses to be considered timely in responding.

Within 30 days of the Concessionaire's receipt of the payment request from the DWC, the Concessionaire delivers the requested payment to the maintaining agency and delivers copies of the payment transmittal letter and payment instrument to the DWC.

Within 30 days of the Concessionaire's receipt of the payment request from the maintaining agency, the Concessionaire requests, through the DWC, a hearing by the SDRB to determine the amount due, if any, for repairing or correcting all alleged deficiencies or defects in the VAHLS. This request shall be made by the Concessionaire in writing through the DWC and the maintaining agency shall be sent a copy of the request by the Concessionaire on the date the request is made.

725-6.2 Timely Response on Repair Plans: When the Concessionaire receives a request for a VAHLS repair plan or a request for changes in an existing VAHLS repair plan, from the maintaining agency in accordance with Section 725-4 of this Specification, then the Concessionaire must make one of the two following responses to be considered timely in responding.

The Concessionaire delivers the requested repair plan, in accordance with Section 725-4 of this Specification, to the maintaining agency within 10 days of receipt of the repair plan request or revised repair plan request. Any repair plan, which is not complete, with the elements described in Section 725-4 of this Specification, will not be considered a timely response.

The Concessionaire notifies the maintaining agency within 10 days of receipt of the maintaining agency's request for a repair plan, that it is unable or unwilling to correct the VAHLS deficiencies or defects.

725-7 Disputes Resolution.

The Statewide Disputes Review Board in effect for this Agreement will resolve any and all disputes that may arise involving administration and enforcement of this Specification. The Concessionaire and the Department acknowledge that use of the Statewide Disputes Review Board is required, and the determinations of the Statewide Disputes Review Board for disputes arising out of this Specification will be non-binding on both the Concessionaire and the Department. Notwithstanding anything to the contrary in this Specification, Concessionaire shall proceed with the work as directed by the Department and within the time required under the Contract Documents pending resolution of any disputes arising out of this Specification.

725-8 Concessionaire's Failure to Perform.

Should the Concessionaire fail to satisfactorily perform any remedial work or fail to compensate the Department for any remedial work performed by the Department and determined to be the Concessionaire's responsibility in accordance with this Specification, the Concessionaire will be subject to the Department's rights and remedies as set forth in the Contract Documents.

725-9 Traffic Control.

During remedial work operations, perform all signing and traffic control in accordance with the Contract Documents. Provide maintenance of traffic during remedial work at no additional cost to the Department. The Department must approve all lane closures and traffic control plans required for non-emergency remedial work and notification of lane closures must be made to the Department 48 hours in advance.