

SCOPE OF SERVICES
HIGHWAY ASSET MAINTENANCE CONTRACT
(REV. 10-13-2006)

CONTRACT ADMINISTRATION

Contract Number: E-2K46
Financial Project Number (s): 41021617251

OBJECTIVE

This performance-based contract requires the management and performance of the maintenance of all components of the transportation facility as identified herein. All maintenance activities the Department's Maintenance Division formerly performed within the limits of this contract are now to be performed by the Contractor, unless otherwise exempted in this contract. Rather than the Department directing specific work as in most traditional maintenance contracts, this performance-based contract requires the Contractor to continually produce a quality product. The Department will continually evaluate the Contractor's quality of work performed and if applicable rules and procedures were followed to achieve results. The Department is entrusting the Contractor to care for and maintain select segments of Florida's State Roads and fully expects the Contractor to take pride in performing a high level of maintenance. The continual quality of the maintenance of the roadways will be a direct reflection, under public scrutiny, of the quality and integrity of the Contractor. The roadways and facilities included in the scope of this contract are as follows:

**State Road Section No. 71030, 71050, 71080, 71090, 71040, 71110, 71070, 71293,
71020, 71100, 71010, 71130.**
South Deer Pit (Mowing, Litter and Fence Only)
State Road 21 Pit (Mowing, Litter and Fence Only)

GENERAL REQUIREMENTS

1. Current Standards and Subsequent Updates

Perform all work to current Department Standards and Specifications throughout the contract duration, as may be updated throughout the life of the contract. Manage and perform the maintenance of all assets within the project limits as identified in this scope, perform work that is consistent with the Department's maintenance practices, and produce end results in accordance with Contract Documents in effect at the time of the performance of any work. Contract Documents include *Florida Statutes*, *Florida Administrative Code*, *Design Standards*, *Maintenance Activity Standards*, Rules, Procedures, Handbooks, Guides, Manuals, and applicable *Department Specifications*. Obtain the latest *Department Specifications*, including the *Standard Specifications for Road and Bridge Construction*, *Workbook of Implemented Modifications to the Standard Specifications*, and *Mandatory Revisions to the Workbook*, from the State Specifications Office Website on the Internet (<http://www.dot.state.fl.us/specificationsoffice/>). Obtain the latest *Standard Maintenance Special Provisions* from the Maintenance Office Website on the Internet (<http://www.dot.state.fl.us/statemaintenanceoffice/S MSP.htm>).

2. Contract Length

Contract duration is **five (5)** years with a renewal option for one or more additional terms. The combined length of all renewal terms is not to exceed the length of the original term

of the contract. If the Department elects to renew, the renewal period lump sum amount shall be calculated as follows:

OTLS = Original Total Lump Sum Amount

RALS = Renewal Period Annual Lump Sum Amount

$(RALS) = 1.0215 \times (OTLS) / (\text{Number of Years of Original Term})$

Renewal Period Total Lump Sum Amount = $(RALS) \times (\text{Number of Years of Renewal Term})$

The Renewal Period Total Lump Sum Amount will be calculated in this manner at each contract renewal.

3. Invoicing and Compensation

This is a lump sum contract. Invoice the Department monthly according to the monthly amounts given in Attachment I. Breakdown the monthly invoice by maintenance area for all work units completed for each Maintenance Management System (MMS) activity number.

4. Organizational Structure

Upon contract execution, provide a detailed organizational structure. Clearly define the responsibilities of each position identified in the organization structure. Provide qualifications of all personnel. Throughout the contract duration, submit all changes to organizational structure or position responsibility to the Department.

Decisions regularly require engineering judgment that may affect public health and safety. These decisions require the services of a Professional Engineer registered in the State of Florida. Identify at least one (1) individual licensed as a Professional Engineer in the State of Florida to perform these services. Identify a person in responsible charge of the contract who has the ability to instill public confidence and can responsibly act as a representative of the State of Florida Department of Transportation.

5. Performance Expectations and Evaluation

This contract is a performance-based contract. Maintain the road system uniformly and consistently throughout the contract period by meeting the performance specifications/measures established in this scope. The Department will evaluate Contractor performance in two ways: 1) by comparing actual work performance to the performance criteria established within this scope, and 2) by semiannually grading the Contractor according to the *Asset Maintenance Contracts* Procedure. Unsatisfactory performance of work or failure to perform in accordance with the Contractor's technical proposal or other contract documents will affect the Contractor's semiannual grade and may further result in contract default.

6. Partnering

For this Contract, a non-bid pay item has been established for Partnering in the amount of **\$5,000.00**. The objective of partnering is to establish a partnership charter and action plan between the Contractor, the Department and other parties associated with this Contract.

7. Contractor Responsibilities

Review and confirm for validity the data contained on the project CD, which is provided by the Department in conjunction with the Request for Proposal (RFP). Use the supplied project CD to assist in developing a complete understanding of all quantities and workloads pertaining to this scope of work.

Continually monitor all Department policies, procedures, specifications, and other Contract Documents for changes and updates. Be prepared to comply with any revisions.

Manage the maintenance of all assets identified in this scope. Tasks include work needs assessment; resource management; work activity planning and execution; and quality control performance to ensure work complies with contractual requirements. Develop an annual work plan to ensure the desired maintenance is performed.

Perform Routine and Periodic maintenance activities at a frequency that ensures uniform and consistent compliance with the Maintenance Rating Program (MRP) criteria, the required maintenance rating level, and any other established requirements of the Department. Research maintenance activity numbers, activity descriptions, and units of measure in the Department's *Maintenance Cost Handbook*.

Take proper health and safety measures to ensure safety for the traveling public, Department employees, Contractor employees, and Subcontractor employees.

Manage and coordinate existing Department contracts within the limits of this contract until expiration of the Department contracts (Attachment III). Existing Department contracts will continue until money exhaustion or time expiration on the contract, whichever comes first. Document any instances of poor performance by the existing Department Contractor. If the Department prematurely terminates any existing contract, the Department will compensate the Asset Maintenance Contractor, in accordance with *Asset Maintenance Contracts* Procedure, for assuming the unanticipated workload remaining on the terminated contract.

Comply with current lane closure restrictions, requirements, and individual lane closure analysis results. In some locations this may require nighttime work. Lane closure restrictions are subject to change due to updated traffic counts or various other events. Work with Department staff to coordinate lane closures during special events.

Develop and implement a Customer Service Resolution Plan. Maintain a customer service log detailing complaints and requests and the resolution of the items contained in the log. Include Customer name and contact information in the log.

Before performing any non-standard repairs or implementing any innovative ideas, submit the non-standard repair or innovative idea to the Department for approval.

Purchase (via monthly invoice deduction) all needed sign panels from the State Sign Shop in Lake City using the statewide process for requesting and receiving finished sign panels; or, as an alternative, obtain sign panels from a source of the Contractor's choosing. Before installation, ensure sign panels meet minimum design requirements. Maintain a record of all Department provided sign panels.

Monitor and report to the Department all DBE utilization properly detailed as required in Specifications.

Participate in the Adopt-A-Highway program as required by Chapter 403.4131 (3), *Florida Statutes*.

Consider participation in the Department's Youth Work Experience Program, as provided by Chapter 334.351, *Florida Statutes*.

Provide any lists, summaries, logs, reports, or other documents to the Department for review as requested.

Pay all fines, fees, and penalties levied to the Department by any Governmental Agency resulting from negligent maintenance.

Pay all tolls required for usage of roads and bridges.

8. Department Responsibilities

The Department will provide all potential Contractors (bidders) with a project CD containing a variety of data and information about the roadways within the limits of this contract.

Although the information on the CD is not complete, it will be useful in determining the extent of expected maintenance activities. The Department will place the following items on the project CD:

- (a) Historical Contract Reports
- (b) Historical MRP Reports
- (c) Summary Spreadsheet for MRP Workloads
- (d) RCI Converted Inventory
- (e) General Bridge Information
- (f) In-House-Crew Unit Cost Reports

Upon request, the Department will provide finished sign panels to the Contractor for sign maintenance and repair on the State Highway System within the project limits. The Department will verify that the Contractor has made a deduction from the Contractor's monthly invoice for the cost of each sign panel obtained from the Lake City Sign Shop.

Annually, the Department will provide additional compensation to the Contractor via Supplemental Agreement or Unilateral Payment if the Contractor experiences a combined substantial economic impact during the previous year due to compliance with any of the following four (4) possible occurrences.

- (a) A change to Statewide maintenance programs or practices
- (b) A change to any of the policies, procedures, standards, manuals, handbooks, guides, specs, or any other State, Local, or Federal documents used to monitor the performance of this contract.
- (c) Increased maintenance due to the construction of roadways, structures, and facilities that were not included in the Department's Work Program at the time of the Contractor's proposal due date or renewal date.
- (d) Increased maintenance due to the transfer of ownership to the Department of non-state roadways, structures, and facilities within the contract limits.

A substantial economic impact is defined as documented financial burden on the Contractor exceeding five percent (5%) of the annual contract amount. If additional compensation is warranted, the Department will compensate only for the value of economic impact beyond the five percent (5%) threshold. The five percent (5%) is not cumulative year to year; it is reset each anniversary of contract start date. The Contractor will not receive any additional compensation for maintenance of projects scheduled in the Department's Work Program at the time of the proposal due date or renewal dates.

Similarly, the Department will reduce payment to the Contractor if the Contractor experiences a combined substantial economic savings during the previous year due to occurrence of any of the following four (4) possibilities:

- (a) A change to Statewide maintenance programs or practices
- (b) A change to any of the policies, procedures, standards, manuals, handbooks, guides, specs, or any other State, Local, or Federal documents used to monitor the performance of this contract.
- (c) Reduced maintenance due to the elimination or planned destruction of roadways, structures, and facilities.
- (d) Reduced maintenance due to the transfer of ownership of Department-owned roadways, structures, and facilities to other non-Department entities.

A substantial economic savings is defined as a cost savings exceeding five percent (5%) of the annual contract amount. If cost savings are identified, payment to the Contractor will be reduced only for savings greater than the five percent (5%) threshold. The five percent (5%) is not cumulative year to year; it is reset each anniversary of contract start date.

EMERGENCY MANAGEMENT

1. General

The Department categorizes Emergency Management into two classifications: “Governor Declared Emergencies” and “Other Emergencies”. For Governor Declared Emergencies, perform pre-event preparation and provide initial response post-event to protect the traveling public from grievous hazards created by the event. For Other Emergencies, perform all aspects of responding to the incident/event, including pre-event preparation, post-event initial response, and post-event cleanup and repair. For both classifications of Emergency Management, perform the following six (6) activities before every foreseeable Emergency Management incident/event:

- (a) Contact vendors and subcontractors to verify quantity, availability, and priority of appropriate equipment and personnel (e.g. MOT devices, variable message boards, chainsaws, sand spreaders, etc.). Develop a complete up-to-date list of equipment resources and staging locations and of all stockpiled materials and their locations.
- (b) In case of possible area evacuations, prepare for implementation of contraflow, including the pre-staging of necessary contraflow resources.
- (c) If directed by the Department, implement contraflow and remove contraflow devices when complete.
- (d) Secure and lockdown bascule structures covered under this contract.
- (e) In preparation for high winds, rains, and other impending elements, secure all existing worksites associated with this contract.
- (f) Lower all high mast lights within the projected path of a hurricane where wind speeds are projected to be category two or higher at location of high mast lights, or as otherwise directed by the Department. Lower lights to within ten (10) feet of the ground. If the lowered position of lights places them at risk of adjacent tree damage, place lights as low as possible while avoiding tree damage risk. Do not lower high mast lights on routes that are expected to be used for contraflow.

If high mast lighting has been lowered, repaired, or raised due to preparation/reaction to storm events, submit a separate informational invoice detailing the cost of such lowering, repairing, and raising of the high mast lights. Show the high mast lighting costs by maintenance area, by Financial Project Number, and by activity (lower, repair, raise). Retain all documentation required for the Department to apply for Federal Reimbursement for this activity.

For any contraflow activities performed to preparation/reaction to storm events, submit a separate informational invoice detailing the cost of such contraflow activities. Show the contraflow costs by maintenance area, by Financial Project Number, and by activity (lower, repair, raise). Retain all documentation required for the Department to apply for Federal Reimbursement for contraflow activities.

For any activities associated with securing bascule bridges in preparation/reaction to storm events, submit a separate informational invoice detailing the cost of such activities. Show the costs to secure bascule bridges by maintenance area, by Financial Project Number, and by activity (lower, repair, raise). Retain all documentation required for the Department to apply for Federal Reimbursement for these activities.

Unless otherwise noted in this contract, the Department will not provide additional compensation to the Contractor through this contract for any Emergency Management activities, including the seven activities described above.

For all Emergency Management activities, the Department reserves the right to take control of the incident and/or perform recovery work with its own or other contracted forces when the Department determines it is in the Department's best interest to do so.

2. Emergency Management Plan

Know the applicable District Comprehensive Emergency Management Plan as well as the FHWA and FEMA guidelines for federal reimbursement. Ensure compliance with all State and Federal Emergency Management Requirements. Administer all response and recovery efforts in accordance with these documents. Develop an Emergency Management Plan that sufficiently replicates the intent of the District's Comprehensive Emergency Management Plan and incorporate this plan with the Technical Proposal. Include details in the Emergency Management Plan including, but not limited to:

- procedures for incident/event management
- agency & public notifications
- assurance of motorist safety
- handling of hazardous waste
- coordination with Law Enforcement and other appropriate agencies
- traffic control
- coordination with the Department and other agencies to establish or implement pre-established detour routes
- maintenance of detour routes
- making emergency repairs
- debris removal
- evacuation/contraflow response
- submission of incident/event reports
- plan for compliance with the Open Roads Policy
- detailed organizational structure with the functions, qualifications, experience level, and contact information of staff assigned to respond to incidents/events

Comply with all Department plans and with all Local, State, and Federal laws and regulations concerning evacuation routes and the handling and disposal of hazardous waste. Update the Emergency Management Plan in April of each year by engaging in an iterative process of discussion between the Department and the Contractor whereby lessons learned from past experience can be implemented for future use. Prior to the occurrence of any incidents/events, ensure an approved Emergency Management Plan is in effect and be prepared to act upon that plan.

3. Specific Contractor Responsibilities for Governor Declared Emergencies

Governor Declared Emergencies are incidents/events that prompt the Governor of Florida to declare a State of Emergency in response to the incident/event. Governor Declared Emergencies will most commonly be major hurricanes and other natural disasters, but can include smaller natural disasters/events/storms (Acts of God), marine collisions with bridges and/or bridge fender systems, and incidents/events resulting from human interactions.

If directed by the Department in writing, perform the following three (3) Pre-Event activities and separately track and invoice the Department for associated costs. The Department will compensate the Contractor for their direct costs of performing these three (3) Pre-Event activities as described in the Department's written directions to the Contractor:

- (a) Supplement Road Ranger Service Patrols and provide fuel assistance to stranded motorists.
- (b) Provide additional security at Rest Areas and Welcome Center facilities.
- (c) Provide additional portable rest room facilities at Rest Areas, Weigh Stations, Welcome Centers, and other locations as directed by the Department.

Perform the following six (6) Post-Event activities. The Department will not provide additional compensation to the Contractor for the performance of these six (6) Post-Event activities:

- (a) Search all roadways covered by this contract for grievous hazards (roadway washouts/cave-ins, downed electrical lines, non-traversable bridges, etc.). This may include clearing some debris from the roadway in order to access these hazardous areas. Minimal clearing required to access hazardous areas will not be considered first-push roadway clearing.
- (b) Immediately respond to perform traffic control, set up safety devices, and layout established or improvised detour routes in order to protect the traveling public from grievous hazards created by the incident/event. When detour routes are required due to an incident/event occurring on a roadway covered by this contract, manage and maintain the entire detour route within the State of Florida, even if the route extends onto roadways not covered by this contract (state or non-state). For portions of a detour route extending outside Florida, coordinate detour setup and maintenance with the appropriate State.
- (c) Notify the Department's designated contact person immediately upon occurrence of all major incidents/events and immediately upon road closure for all roadway closures exceeding one (1) hour. Notify the Department again upon roadway reopening.
- (d) Inspect, perform any minor repairs, and raise all high mast lighting back to their original position as directed by the Department. "Minor repairs" is defined as repairs not eligible for Federal reimbursement.
- (e) Inspect, unlock, and perform any minor repairs to all bascule bridges. "Minor repairs" is defined as repairs not eligible for Federal reimbursement.
- (f) Assist the Department in performing damage assessment reviews.

Do not perform first-push activities, debris removal, cleanup, or Federally reimbursable repair work necessitated by a Governor Declared Emergency incident/event.

4. Specific Contractor Responsibilities for Other Emergencies

Other Emergencies are incidents/events that do not prompt the Governor of Florida to declare a State of Emergency in response to the incident/event. Other Emergencies will most commonly be traffic crashes, guardrail hits, severe potholes, debris within travel lanes, attenuator hits, roadway shoulder wash-outs, roadway cave-ins, and downed light poles but can include natural disasters/events/storms (Acts of God), marine collisions with bridges and/or bridge fender systems, and incidents/events resulting from human interactions.

Respond and deploy resources according to the goals established in the Open Roads Policy. Arrive on-site, prepared to take necessary action with necessary manpower and emergency response equipment. Working hours are defined as Monday through Friday 7:00 am to 5:30 pm. Be available to relieve Law Enforcement personnel of traffic control functions within fifteen (15) minutes of arriving onsite.

Manage all aspects of traffic control related to an incident/event, including coordination with Governmental agencies when incidents/events spill over onto roadways not covered by this contract. When detour routes are required due to an incident/event occurring on a roadway covered by this contract, manage and maintain the entire detour route, even if the route extends onto roadways not covered by this contract (state or non-state). Notify the Department's designated contact person immediately upon occurrence of all major incidents/events and immediately upon road closure for all roadway closures exceeding one (1) hour. Notify the Department again upon roadway reopening.

When an incident/event causes damage to any Department facilities, the Department authorizes the Contractor to pursue claims against any responsible party for reimbursement of expenses incurred as per Department procedure. The sequence of reimbursement for damages shall be as follows:

- (a) Pursue claims against the individual or entity responsible for causing damages, or their insurers.
- (b) If Department insurance coverage is available, request reimbursement through the District Property Insurance Coordinator. The Department has insurance coverage on some facilities such as Rest Areas, Weigh Stations and bridges. To the extent of coverage availability, the Department may transfer the qualifying reimbursement amounts to the Contractor to offset the Contractor's actual costs to restore the system.
- (c) Use Contractor insurance coverage.

Although the Contractor is responsible for repairing damage resulting from an act that is officially declared by the State of Florida as an "act of terrorism", the Department will compensate the Contractor via Supplemental Agreement or Unilateral Payment for "act of terrorism" damage repair costs.

MAINTENANCE RATING PROGRAM

Achieve and maintain a Maintenance Rating Program (MRP) rating as required in Department procedures for all elements and characteristics. Use the criteria established in Department procedures to constantly evaluate the level of maintenance attained to ensure a uniform and consistent level of maintenance at all times.

The Department will perform a complete MRP rating three (3) times per year using the criteria outlined in the MRP Handbook. The Department will randomly generate locations to be rated each period. The Department will calculate the MRP scores for the Contractor. The Department may perform interim MRP ratings for specific characteristics as quality control checks of the Contractor and to ensure that the Contractor is consistently maintaining the state highway system. The Department will use the randomly generated points when performing interim MRP checks. The Department will consider these interim rating scores when the Department determines the Contractor's semiannual grades, as per *Asset Maintenance Contracts Procedure*.

At least five (5) working days in advance of scheduled MRP evaluation, the Department will invite the Contractor to accompany the Department MRP team in their review. The Contractor may accompany the Department's MRP team with a maximum of two trained MRP team members. If the Contractor does not attend the MRP evaluation, they cannot contest the MRP scores. Upon encountering any disagreement associated with an MRP evaluation, attempt to resolve the dispute in the field with the Department MRP team. If no resolution can be reached in the field, both parties will document the dispute and elevate the issue to the Department's Contract Administrator. Failure to reach resolution of the dispute at this level will result in further escalation through the District Maintenance Administrator/Engineer and finally

up to the Director of the Office of Maintenance whose decision is final. Beginning from the time the dispute is elevated to the Contract Administrator, the Department is allowed a total of ten (10) business days to resolve the dispute. If the ten (10) business days elapse before the dispute is resolved or if the dispute is resolved in favor of the Contractor, the disputed MRP characteristic will be changed to reflect the Contractor's evaluation for the disputed MRP sample point. After all disputes are resolved, the Department will recalculate official MRP scores accordingly.

CONTRACT DOCUMENTS

The following list of procedures, manuals, guides, and handbooks is provided for the Contractor's convenience only and is not all inclusive. Obtain the complete, up-to-date list of Contract Documents incorporated as a part of this contract from the Maintenance Office Website on the Internet (<http://www.dot.state.fl.us/statemaintenanceoffice/AMContractDocuments.htm>).

- **Topic Number 850-065-002 Maintenance Rating Program**
- **Topic Number 850-000-015 Roadway and Roadside Maintenance**
- **Topic Number 850-000-005 Maintenance Responsibilities on Construction Projects**
- **Topic Number 850-055-025 Single and Multi-Post Sign Inspection**
- **Topic Number 850-055-003 Reporting Attenuator Inventory and Inspection**
- **Topic Number 850-050-004 Highway Safety Memorial Markers**
- **Topic Number 850-005-001 Reporting Incidents and Management of Damage Repair**
- **Topic Number 850-010-030 Bridge and Other Structures Inspection and Reporting Procedures Manual**
- **Topic Number 850-010-035 Bridge Load Rating, Permitting and Posting**
- **Topic Number 850-010-031 Bridge Operations and Maintenance Manual**
- **Topic Number 850-010-011 Bridge Underwater Operations Manual**
- **Topic Number 850-055-035 Motorist Aid System Testing and Routine Maintenance**
- **Topic Number 850-050-003 Guardrail Inspection and Maintenance**
- **Topic Number 850-000-001 Transportation Data Collection, Storage and Reporting**
- **Topic Number 225-085-001 General Liability Claims**
- **Topic Number 625-010-021 Median Opening and Access Management Decision Process**
- **Topic Number 375-020-002 Contract Maintenance Inspection and Reporting**
- **Topic Number 375-000-005 Asset Maintenance Contracts**
- **Topic Number 650-030-001 Wildflower Program**
- **Topic Number 750-000-001 Roadway Characteristics Inventory Traffic Engineering and Operations Data**
- **Topic Number 500-000-104 Emergency Management Program**

- **Maintenance Rating Program Handbook**
- **Guide to Turf Management**
- **Guide to Roadside Mowing**
- **Chemical Weed and Grass Control**
- **Guide to Asphalt Pavement Repair**
- **Florida Highway Landscape Guide**
- **Utility Accommodations Manual**
- **Bridge Loading Rating, Permitting, & Posting Manual**
- **Bridge Underwater Operations Manual**

- **Bridge Work Order Handbook**
- **Manual on Uniform Traffic Control Devices (MUTCD)**
- **Bridge and other Structures Inspection Reporting Procedures Manual**
- **Bridge Operations and Maintenance Manual**
- **Bridge Inventory Database User's Handbook**
- **Maintenance Cost Handbook**
- **Maintenance Roadway Characteristics Inventory Manual**
- **Plans Preparation Manual**
- **Florida Administrative Code Rule Chapter 14-48, Bridge Inspection Standards**
- **FHWA "Guidelines for the Installation, Inspection, Maintenance and Repair of Structural Supports for Highway Signs, Luminaries, and Traffic Signals"**

ASSET MAINTENANCE PERFORMANCE MEASURES

MRP SCORES	
<p>MRP NOTES: The Department will hold the retainage withheld from MRP Periods 1 & 2 until the Department calculates the Final Annual Rating. If the Final Annual calculated deduction is less than the total accumulated retainage for the fiscal year, the balance of the retainage will be paid to the Contractor. If the Final Annual calculated deduction exceeds the total accumulated retainage for the fiscal year, the balance will be deducted from the Contractor's payment. All deductions withheld from the Contractor and all retainage refunds to the Contractor will occur through adjustments to the next appropriate monthly invoice amount.</p>	
Deficiency Identification	Deduction/Retainage
a. Failure to meet overall MRP score requirements (Periods 1 & 2)	Retain one half percent (.5%) of one-third of the annual contract amount for each MRP point below procedural requirements for overall MRP score
b. Substandard MRP for individual elements (Periods 1 & 2)	Retain one quarter percent (.25%) of one-third of the annual contract amount for each MRP point below procedural requirements for each element rating
c. Substandard MRP for individual characteristics (Periods 1 & 2)	Retain one eighth percent (.125%) of one-third of the annual contract amount for each MRP point below procedural requirements for each characteristic rating
d. Failure to meet overall MRP score requirements (Final Annual Rating)	Deduct one half percent (.5%) of the annual contract amount for each MRP point below procedural requirements for overall MRP score
e. Substandard MRP for individual elements (Final Annual Rating)	Deduct one quarter percent (.25%) of the annual contract amount for each MRP point below procedural requirements for each element rating
f. Substandard MRP for individual characteristics (Final Annual Rating)	Deduct one eighth percent (.125%) of the annual contract amount for each MRP point below procedural requirements for each characteristic rating
<p>PERFORMANCE CRITERIA NOTES:</p> <p>1) For ALL performance measures identified in all charts found in this scope, the "Time Allowed/Criteria" is PER APPLICABLE PROCEDURE. If the applicable procedure is non-specific for time allowed or criteria, then use the "Time Allowed/Criteria" given in the applicable chart.</p> <p>2) For all times allowed in all charts found in this scope, the District Maintenance</p>	

Engineer/Administrator may grant a time extension for unusual circumstances if the extension is requested during the original time period allowed.

- 3) All deductions withheld from the Contractor will occur through adjustments to the next monthly invoice amount.

GUARDRAIL

Deficiency Identification	Time Allowed/Criteria	Deduction
a. Failure to perform timely inspections	Per Procedure 850-050-003	\$500 per day per delinquent inspection
b. Failure to timely submit Inspection Sheets/Reports	Due within 15 days after completion of inspection	\$100 per day per delinquent report
c. Failure to make repairs identified in Inspection Reports	Within 30 days of identification	\$500 per day per guardrail
d. Failure to make temporary safety repairs resulting from incidents	Must secure with proper MOT before leaving the site	\$1,000 per day per guardrail
e. Failure to make permanent repairs resulting from incidents	Repair within 10 calendar days of Incident	\$1,000 per day per guardrail

ATTENUATORS

Deficiency Identification	Time Allowed/Criteria	Deduction
a. Failure to perform timely inspections	Per Procedure 850-055-003	\$500 per day per delinquent inspection
b. Failure to timely submit Inspection Sheets/Reports	Per Procedure 850-055-003	\$100 per day per delinquent report
c. Failure to make repairs identified in Inspection Reports	Within 30 days of identification	\$500 per day per attenuator
d. Failure to make temporary safety repairs resulting from incidents	Must secure with proper MOT before leaving the site	\$1,000 per day per attenuator
e. Failure to make permanent repairs resulting from incidents	Repair within 5 calendar days of Incident	\$1,000 per day per attenuator

SIGNS

Deficiency Identification	Time Allowed/Criteria	Deduction
a. Failure to perform timely Inspections	Per Procedure 850-055-025	\$500 per day per delinquent inspection
b. Failure to timely submit Inspection Sheets/Reports	Due within 15 days after completion of inspection	\$100 per day per delinquent report
c. Failure to make repairs identified in Inspection Reports	Within 30 days of identification	\$500 per day per sign assembly
d. Failure to replace missing signs and signs downed by incidents	Permanent regulatory and warning Signs installed within 2 hours.	Permanent regulatory and warning signs \$2,000 per day per sign assembly.

	Temporary signs installed within 7 days. Other permanent signs installed within 90 days.	Temporary signs \$100 per day per sign assembly. Permanent signs \$500 per day per sign assembly
CALL BOXES		
Deficiency Identification	Time Allowed/Criteria	Deduction
a. Failure to perform timely inspections and testing	Per Procedure 850-055-035	\$100 per day per delinquent inspection
b. Failure to timely repair deficiencies identified by inspection, testing, or highway patrol	Per Procedure 850-055-035	\$500 per day per call box
c. Failure to replace non-repairable call boxes identified by inspection, testing, or highway patrol	Within 3 days of identification	\$500 per day per call box
d. Failure to repair non-critical deficiencies identified by inspection, testing, or highway patrol	Per Procedure 850-055-035	\$100 per day per call box
e. Failure to replace call boxes damaged by Incidents	Per Procedure 850-055-035	\$500 per day per call box
CLEAR ZONE OBSTRUCTIONS		
Deficiency Identification	Time Allowed/Criteria	Deduction
a. Failure to temporarily secure reported or discovered clear zone obstructions	Must respond within 1 hour & secure with proper MOT before leaving the site	Response - \$100 per hour per location Secure - \$1,000 per day per location
b. Failure to remove or correct clear zone obstructions	Within 7 days	\$1,000 per day per location
HIGHWAY LIGHTING		
Deficiency Identification	Time Allowed/Criteria	Deduction
a. Unsatisfactory Department lighting outage survey	Per Procedure 805-000-015 and Per Performance Lighting Specifications (Standard Maintenance Special Provisions)	\$5,000 per survey identifying excessive outage
b. Failure to make temporary safety repairs resulting from Incidents	Must secure public safety from hazards and establish proper MOT before leaving the site	\$1,000 per day per light pole
c. Failure to replace light poles damaged by Incidents	Per Performance Lighting Specifications (Standard Maintenance Special Provisions)	\$500 per day per light pole
BARRIER WALL		
Deficiency Identification	Time Allowed/Criteria	Deduction
a. Failure to replace or	Secure with proper MOT	Secure MOT \$1,000 per

repair damaged barrier wall	before leaving the site. Permanent Repairs within 7 days of notification.	day per location Permanent repairs \$1,000 per day per location
CUSTOMER SERVICE RESOLUTION		
Deficiency Identification	Time Allowed/Criteria	Deduction
a. Failure to contact customer	Contact customer within 24 hours	\$500 per day per customer
b. Failure to resolve customer service request to the satisfaction of the Department	Resolve within 2 weeks of customer contact	\$500 per day per customer request
EMERGENCY RESPONSE		
Deficiency Identification	Time Allowed/Criteria	Deduction
a. Failure to properly respond to incidents/events as required in Emergency Management section of this scope or according to the goals established in the Open Road Policy.	Per Emergency Management section requirements established in this scope and in the Open Road Policy.	\$1,000 per hour, prorated, per incident/event
EMERGENCY DEBRIS REMOVAL (INCLUDING DEAD ANIMALS)		
Deficiency Identification	Time Allowed/Criteria	Deduction
a. Failure to promptly and properly remove and dispose of emergency debris	Per Emergency Response for Debris Removal Specifications (SMSP)	\$500 per day per incident
GRAFFITI		
Deficiency Identification	Time Allowed/Criteria	Deduction
a. Failure to promptly remove or cover graffiti	Remove or cover graffiti within 36 hours of discovery	\$1,000 per day per roadway mile
SUBMISSION OF DEPARTMENT REQUESTED DOCUMENTS		
Deficiency Identification	Time Allowed/Criteria	Deduction
a. Upon Department request, failure to submit any documents the Contractor is required to maintain	Submit document by the end of the business day following the day of the Department's request	\$100 prorated per business day per requested document
DEPARTMENT POLICIES AND PROCEDURES		
Deficiency Identification	Deduction	
a. Violation of any Department procedures, policies, handbooks, or any other contract document	\$500 per occurrence of violation	
CONTRACTOR'S TECHNICAL PROPOSAL		
Deficiency Identification	Deduction	
a. Deviating from any claims, promises, statements, guarantees, or other assurances made within the Contractor's original Technical Proposal	\$500 per occurrence of violation	

PERMITS COORDINATION, PROCESSING, ADMINISTRATION, & INSPECTION

The scope of this contract does not include any activities associated with permit coordination, processing, administration, or inspection.

ROADWAY CHARACTERISTICS INVENTORY (RCI)

The scope of this contract does not include updating and maintenance of the roadway characteristics inventory.

REST AREAS, WELCOME CENTERS, and WAYSIDE PARKS

The scope of this contract does not include the management, operation, or maintenance of Rest Areas and Welcome Centers and Wayside Parks.

REST AREA and WELCOME CENTER SECURITY

The scope of this contract does not include providing any Security Guard Services at any facilities.

ROAD RANGERS SERVICE PATROL

The scope of this contract does not include providing Road Rangers Service Patrols.

PAYMENT OF REST AREA UTILITY BILLS

The scope of this contract does not include payment of utility bills (water, electric, sewer) associated with each Rest Area.

PAYMENT OF WELCOME CENTER UTILITY BILLS

The scope of this contract does not include payment of utility bills (water, electric, sewer) associated with each Welcome Center.

PAYMENT OF ROADWAY ELECTRIC UTILITY BILLS

The scope of this contract does not include payment of electric utility bills associated with each Roadway covered by this contract.

WEIGH STATIONS EXCLUDING SCALES

The scope of this contract does not include Weigh Station maintenance.

PAYMENT OF WEIGH STATION UTILITY BILLS

The scope of this contract does not include payment of utility bills (water, electric, sewer) associated with each Weight Station.

OVERLANE SIGN STRUCTURE INSPECTION AND MAINTENANCE

The scope of this contract does not include overlane sign structure inspection and maintenance.

HIGH MAST LIGHT STRUCTURE INSPECTION AND MAINTENANCE

The scope of this contract does not include high mast light structure inspection and maintenance.

MOVABLE & NON-MOVABLE BRIDGE INSPECTION (Including Locals)

The scope of this contract does not include inspection of any movable or non-movable bridges.

MOVABLE & NON-MOVABLE BRIDGE MAINTENANCE

The scope of this contract does not include maintenance of any movable or non-movable bridges.

MOVABLE BRIDGE TENDING & PREVENTATIVE MAINTENANCE

The scope of this contract does not include movable bridge tending duties or bridge tender preventative maintenance.

PAYMENT OF MOVABLE BRIDGE UTILITY BILLS

The scope of this contract does not include payment of utility bills (water, electric, sewer) associated with each movable bridge.

TRAFFIC SIGNAL MAINTENANCE

Maintain all flashing signs and traffic signals that are not covered by a maintenance agreement with a city or county. Perform maintenance according to applicable procedures, specifications, and other contract documents.

Traffic Signal Maintenance Performance Criteria

TRAFFIC SIGNAL MAINTENANCE		
Deficiency Identification	Time Allowed/Criteria	Deduction
a. Failure to make temporary safety repairs resulting from Incidents	Must secure public safety from hazards and establish proper MOT before leaving the site	\$1,000 per day per location
b. Failure to repair damaged or malfunctioning signal or flashing sign	Repairs made within 48 hours of discovery	\$1,000 per day per location

TRAFFIC OPERATIONS WORK ORDERS

The scope of this contract does not include Traffic Operations Work Orders.

INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

The scope of this contract does not include any ITS components.

OTHER CONTRACTUAL REQUIREMENTS

1. The Contractor is required to ensure:

All bridge deck roadway/shoulder/inlet throats are 95% free of debris.
The height of any sediment accumulation shall not exceed ¼” for more than any one (1) continuous foot.

The Department will randomly evaluate this performance standard on a per bridge deck basis throughout the contract term. Failure by the Contractor to meet the performance standard will result in a deduction of \$500.00 per day per structure.

2. The Contractor is required to ensure:

A minimum of 90% of all concrete surfaces (traffic separators, sidewalk, curb and gutter, mechanically stabilized earth walls (MSE), slope pavement, median islands, etc.) and construction/expansion joints, with or adjacent to concrete surfaces, are free of vegetation.

The Department will randomly evaluate all concrete surface areas and joints on each roadway section in one (1) mile increments to ensure compliance. A “concrete surface area” is a section of concrete separated by a construction/expansion joint. A “construction/expansion joint” is a joint that separates a similar or different concrete surface area. Failure by the Contractor to meet this performance requirement will result in a deduction of \$500.00 per day per roadway mile.

3. The Contractor is required to maintain:

All raised pavement markers (RPM), traffic striping, pavement symbols, slope pavement and fence attached to, on, or underneath bridge structures. The Contractor is required to ensure these items meet their applicable MRP standard.

The Department will randomly evaluate each bridge structure to ensure a minimum of 70% of each MRP characteristic identified above is in compliance with the applicable MRP standard. Failure by the Contractor to meet this performance requirement will result in a deduction of \$500.00 per day per structure.

4. The Contractor is required to maintain:

All service or access, (paved and unpaved) roads adjacent to or underneath bridge structures for their entirety within the Department’s right of way.

The Department will randomly evaluate these roadways to ensure a minimum of 70% of each MRP characteristic present is in compliance with the applicable MRP standard. Failure by the Contractor to meet this performance requirement will result in a deduction of \$500.00 per day per service/access road.

5. The Contractor is required to maintain:

All overhead sign structure sign panels in accordance with the MRP standard for signs >30 sq. ft. The Department will randomly evaluate these sign panels to ensure they meet the applicable standard during the normal MRP survey.

6. The Contractor is required to ensure:

All wet roadside ditches, outfall ditches, pits, and ponds are, at a minimum, mowed and litter removed concurrently with each roadside mowing cycle.

The Department will randomly evaluate these locations to ensure that a minimum of 95% of these locations meet the applicable MRP standards for mowing and litter following each mowing cycle. Failure by the Contractor to meet this performance

requirement will result in a deduction of \$500.00 per day per location. A location is an individual pit, pond, outfall ditch or wet roadside ditch.

7. Highway Lighting includes all overhead sign structure lights, Underdeck lights and highmast lights.
8. Perform all routine and emergency maintenance activities, as determined by the Department's Engineer, within the limits of construction projects.

ATTACHMENT I

PAYMENT SCHEDULE

The Contractor shall be paid monthly according to the schedule below. After the contract is awarded, the factors found in the Asset Maintenance RFP will be used to fill in actual monthly payment amounts into the Payment Schedule Chart below. For all contract years of the original contract term, the monthly dollar amount will be the total Contract amount multiplied by the monthly factor listed in the Asset Maintenance RFP divided by number of years of original contract term. For each renewal year, the monthly dollar amount will be the total Renewal amount multiplied by the monthly factor listed below divided by number of years of renewal term.

Month	Contract Year 1	Contract Years 2-4	Contract Year 5	Each Renewal Year
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
Yearly Amount				

ATTACHMENT II

MAINTENANCE AREAS AND COUNTY NUMBERS

DISTRICT 1

MAINTENANCE UNIT	COST CENTER	COUNTY & NUMBER
Bartow	190	16 - Polk
Sebring	191	09 – Highlands 91 – Okeechobee
Fort Myers	192	01 – Charlotte 12 – Lee
Labelle	193	05 – Glades 07 – Hendry
Sarasota	194	13 – Manatee 17 – Sarasota
Arcadia	195	04 – Desoto 06 – Hardee
Naples	197	03 – Collier

DISTRICT 2

MAINTENANCE UNIT	COST CENTER	COUNTY & NUMBER
Gainesville	291	26 – Alachua 28 – Bradford
Lake City	292	27 – Baker 29 – Columbia 32 – Hamilton 37 – Suwannee 39 – Union
Perry	293	33 – Lafayette 35 – Madison 38 – Taylor
Jacksonville	294	71 – Clay 72 – Duval 74 – Nassau
Chiefland	296	30 – Dixie 31 – Gilchrist 34 – Levy
St. Augustine	297	76 – Putnam 78 – St. Johns

DISTRICT 3

MAINTENANCE UNIT	COST CENTER	COUNTY & NUMBER
Defuniak Springs	390	57 – Okaloosa 60 – Walton
Panama City	391	46 – Bay 47 – Calhoun 51 – Gulf
Midway	392	49 – Franklin 50 – Gadsden 54 – Jefferson 55 – Leon 56 – Liberty 59 – Wakulla
Marianna	393	52 – Holmes 53 – Jackson 61 – Washington
Milton	394	58 – Santa Rosa
Pensacola	395	48 - Escambia

DISTRICT 4

MAINTENANCE UNIT	COST CENTER	COUNTY & NUMBER
Fort Pierce	490	88 – Indian River 89 – Martin 94 – St. Lucie
Fort Lauderdale	491	86 – Broward
West Palm Beach	496	93 – Palm Beach

DISTRICT 5

MAINTENANCE UNIT	COST CENTER	COUNTY & NUMBER
Cocoa	590	70 – Brevard 75 – Orange 79 – Volusia 92 – Osceola
Deland	591	11 - Lake 18 – Sumter 75 – Orange 77 – Seminole
Leesburg	592	11 – Lake 18 – Sumter 75 – Orange 77 - Seminole
Oviedo	593	75 – Orange 77 - Seminole
Orlando	594	75 – Orange 92 – Osceola
Ocala	595	36 – Marion

DISTRICT 6

MAINTENANCE UNIT	COST CENTER	COUNTY & NUMBER
South Dade	690	87 – Dade
North Dade	691	87 – Dade
Marathon	692	90 – Monroe

DISTRICT 7

MAINTENANCE UNIT	COST CENTER	COUNTY & NUMBER
Tampa	796	10 – Hillsborough
Brooksville	798	08 – Hernando 14 – Pasco 02 – Citrus
Pinellas	799	15 - Pinellas

FLORIDA TURNPIKE

MAINTENANCE UNIT	COST CENTER	COUNTY & NUMBER
Turnpike Facilities	852	See Counties Listed Above
Turnpike Roadway	853	See Counties Listed Above

