

CONTRACT DOCUMENTS

SPECIAL PROVISIONS

FOR

**Moccasin Wallow Road I-75 to US 301
Segment 2**

COUNTY PROJECT No. 6071262

May 2024

PROJECT OWNER:

County of Manatee, Florida
c/o Manatee County Procurement Division
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 749-3014

PREPARED BY:

Stantec Consulting Services Inc.
6920 Professional Parkway
Sarasota, FL 34240
(941) 907-6900
&

Manatee County Public Works Department
1022 26th Avenue East
Bradenton, FL 34208
(941) 708-7450

SPECIAL PROVISIONS

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1. GENERAL

The Special Provisions amend, enhance or otherwise revise the FDOT Standard Specifications and Manatee County Public Works Technical Specifications to be used for this Project.

2. CONTRACT PLANS

The Contract Plans include the following plan sets:

- a. Roadway Plans
- b. Signalization Plans
- c. Lighting Plans

3. STANDARD AND TECHNICAL SPECIFICATIONS

The Standard Specifications to be used for this work shall be Division II and III of the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction*, latest edition at time of bid, and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended, enhanced or revised under this Contract per the Special Provisions, or as noted on the construction plans meeting the Manatee County Highway, Traffic & Stormwater Standards, latest edition at time of bid.

The Contractor’s work shall follow the Manatee County Public Works Utility Standards Manual and Technical Specifications, latest editions at time of bid, hereinafter referred to as the *Technical Specifications*, for all utility work. All items and/or materials furnished and installed shall conform to the Manatee County Utilities Approved Products List, latest edition, and supersede any items listed within the Technical Specifications for utility work. All items listed in the submittal requirements under each section shall be required to be submitted for review and acceptance by the Engineer of Record and the County, unless otherwise specified.

The Standard Specifications and Technical Specifications cover the usual construction requirements for work specified by the Manatee County Public Works Department; however, in the event it is determined that the specific work to be done is of such a nature that the method of construction, type and/or kind of material is not defined by the Standard Specifications or Technical Specifications, such work shall be performed in accordance with the Special Provisions.

The apparent silence of the Standard Specifications, Technical Specifications or Special Provisions as to any detail or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used. Interpretation of these specifications shall be made upon that basis.

4. GOVERNANCE ORDER

In any instance where there is an apparent conflict between the language of the Standard Specifications, Technical Specifications, Construction Plans and Special Provisions, the Special Provisions shall govern, followed by the Technical Specifications, Construction Plans and then the Standard Specifications.

5. MEASUREMENT AND PAYMENT

- a. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- b. All measurements shall be taken horizontally or vertically unless specifically provided otherwise.
- c. No payment will be made for construction over a greater area than authorized, nor for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the Engineer.
- d. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for on the plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- f. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The Owner will not be responsible for quantities ordered in excess of those installed and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities.

No payment shall be made for contingency quantities or additional work unless otherwise directed and approved in writing by the Engineer.

- g. Bid Schedule Completion - the blank spaces in the bid schedule shall be filled in correctly where each and every item for which a description is given, as the bidder must state the unit prices for which he proposes to do each part of the work contemplated, and the total price for all the parts included in any or all of the combinations of the work. In case of a discrepancy, the written words for "unit price", where stated, shall be considered as being the unit price. If the bid schedule does not use the written words for the unit price, then the numerically correct "total price", shall be considered as being the total price.

6. NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS

No separate payment will be made for the Contractor to execute Special Provisions. All expenses borne by the Contractor shall be included in the individual unit prices for the particular pay item or as specified herein.

7. CONTRACT CONTINGENCY

The discretionary work (Contingency) pay item shall cover the cost for various contingencies and contract amendments authorized by the Owner. Any amount of extra work and/or alterations to the proposed work charged to the allowance shall be fully documented and authorized by the Project Manager before the start of the work. No payment shall be made for work completed without written authorization from the Owner.

8. NOTICE AND SERVICE THEREOF

All notices, which shall include demands, instructions, requests, approvals, and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified in the bid (or to such other office as the Contractor may, from time to time, designate to the Owner in writing), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered, with charges prepaid, sent via fax transmission, or to any telegraph company for transmission, in each case addressed to such office.

All notices required to be hand delivered to the Owner, unless otherwise specified in writing to the Contractor, shall be delivered to the Manatee County Project Manager (Project Manager), and any notice to or demand upon the Owner shall be sufficiently given as delivered to the office of the Project Manager, or if deposited in the United States mail in a sealed, postage prepaid envelope, sent via fax transmission, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Project Manager or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in

due course of post or in the case of a fax transmission or telegram at the time of actual receipt, as the case may be.

9. CONTRACTOR'S SUPERVISION

- a. Execution of Work: The Contractor shall give the work the constant attention necessary to assure the scheduled progress. He shall cooperate fully with the Project Manager and with other Contractors at work in the vicinity.
- b. Contractor's Superintendent: The Contractor shall at all times have on the work site as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Project Manager or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals that may be required. Such superintendence shall be furnished regardless of the amount of work sublet.
- c. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours, and wherever work is being done by the Contractor.
- d. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a 24-hour basis, 7 days a week, in order that he may be contacted for emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that may arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location to the Florida Highway Patrol and all other local law enforcement agencies.

10. LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

The Contractor shall obtain and maintain a list of emergency contact phone numbers for all utilities during the course of the project. The Contractor shall maintain utility service during the project except for interruptions authorized by the utility owner. If interruptions are required, the Contractor shall notify the Project Manager 48 hours in advance.

11. E-BUILDER ENTERPRISE™

a. e-Builder Enterprise™: Project Management Tool

The Contractor shall be required to use the Internet web-based project management tool, e-Builder Enterprise™ (e-Builder), and protocols included in that software during this project; and shall take any training courses required by the Owner, at no additional cost to the Owner. The use of this project management

system does not replace or change any contractual responsibilities of the participants.

User registration, electronic and computer equipment, and Internet connections required for e-Builder are the responsibility of the Contractor and its subcontractors. The sharing of user accounts is prohibited. Individuals who are granted log-in access to the e-Builder platform shall be responsible for the proper use of their passwords and access to data as agents of the Contractor. For documents requiring original signature such as Contracts, paper documents may be required in addition to submittal via e-Builder.

b. Owner Responsibilities

User licenses for e-Builder Enterprise™ will be provided and paid for by the Owner.

12. SHOP DRAWINGS

The Contractor shall submit all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Project in pdf format using the Submittals (SUB) process in e-Builder for review and approval by the Engineer of Record (EOR). Each shop drawing shall have a cover sheet and reference the submittal number, following the sample format provided in the Special Provisions.

For items that do not meet current FDOT specifications, any working drawings shall be certified by a Florida licensed Professional Engineer and state that the design is sufficient for the successful completion of the Work. Shop drawings do not require the signature, date and seal of a professional engineer.

e-Builder will serve as the Submittal Activity Record (Logbook) and historical record of all submittals and can be accessed by all members of the project that have an e-Builder account. It can serve as a verification of review time and to respond to inquiries of a particular submittal's status.

13. SHOP DRAWING SUBMITTAL COVER SHEET

The Shop Drawing Submittal cover sheet shall contain the following information:

Date: ___/___/_____

Submittal No. _____

(IFB) # [Insert IFB Number]

Project Name: [Insert Full Project Name]

Project File No.: [Insert Project Number]

Specification Title Number: [Insert Section No.]

Specification No.: Part [Insert Part No.], [Insert Item No.]

Page(s): [Insert Page No.]

Submittal Description: [Insert Title, Description of Submittal and Use]

SHOP DRAWING REVIEW	
RESPONSE NOT REQUIRED	RESPONSE REQUIRED
<input type="checkbox"/> NO EXCEPTIONS TAKEN <input type="checkbox"/> NOTE MARKINGS	<input type="checkbox"/> NOTE MARKINGS, CONFIRM <input type="checkbox"/> NOTE MARKINGS, RESUBMIT <input type="checkbox"/> REJECTED, RESUBMIT
<p>Engineer's review is for general conformance with the design concept and contract documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the project drawings and specifications, nor departure therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing his work in a safe manner.</p> <p style="text-align: center;">MANATEE COUNTY PUBLIC WORKS DEPARTMENT</p> <p>By: _____ Date: _____</p>	

Your Company Logo and/or information

[Contractor's Name]

[Contractor's Title]

[Company Name]

[Company Address]

[Office Number]

[Fax Number]

[email address]

[Approval Signature: _____]

[Approval Date: ___/___/___]

14. MATERIALS

- a. **Delivery Tickets:** A copy of all delivery tickets for materials used on the project, regardless of the basis of payment shall be provided to the Owner upon request.
- b. **Job Mix Formula for Asphaltic Concrete:** Job mix formulas for asphaltic concrete, of the type specified, shall be submitted at least 14 days before plant operations begin. The submitted formula should be derived from or approved by the laboratory approved by the Owner and/or its agents. Costs for such job mix formulation will be paid by the Contractor directly to the assigned laboratory.
- c. **Job Mix Formula for Portland Cement Concrete:** Job mix design formulas for all Portland Cement Concrete, of the type specified, shall be submitted at least 14

days prior to use on the project. The submitted formulas shall be derived from or approved by the Owner and/or its agents. All concrete mix designs shall meet FDOT Concrete Class mix guidelines, except as follows: when approved, in writing by the Engineer, an Alternate Class I Concrete mix design formula, for concrete curb and gutter to be placed by automated curb machines, may show, as a substitution for #57 aggregate, an amount of #89 aggregate not to exceed 33 percent, by weight, of the #57 aggregate.

15. REQUIREMENTS FOR CONTROL OF THE WORK

Prior to the start of the Work described in this contract, a pre-construction conference may be held by the Project Manager to be attended by the Contractor, County staff, Engineer, other consultants, representatives of the various utilities, and others as required, for the purpose of establishing a schedule of operations and to coordinate the work to be done under this contract with all related work to be done by others within the limits of the project.

All items of work in this contract shall be coordinated so that progress of each related item will be continuous from week to week. The progress of the work will be reviewed by the Project Manager at the end of each week, and if the progress of any item of work during that week is found to be unsatisfactory, the Contractor shall be required to adjust the rate of progress on that item or other items as directed by the Project Manager without additional compensation. The Contractor will continuously control the work until completed.

16. PROJECT SCHEDULE

The Contractor shall submit a preliminary construction schedule with the bid. The preliminary schedule shall show major work items and any phases the Contractor proposes. The schedule will show duration of work items and phases.

The Contractor shall submit via the Submittals (SUB) process in e-Builder a detailed Critical Path Method (CPM) construction schedule within 15 days of the notification of award for the Project Manager to review. The submittal shall meet the following requirements:

- a. The schedule shall be submitted in PDF format sized to be printed on 11-inch by 17-inch paper.
- b. The time scale (horizontal) shall be in weeks. The activities shall be listed on the left-hand side (vertical).
- c. Activities shall show most Work activities. The listing from top to bottom shall be in a logical sequence of how the Work will be accomplished. Space shall be provided between activities or within bars to allow for marking of actual progress.

A copy of the CPM schedule, clearly showing progress made, shall be submitted with each monthly pay application. Review or acceptance will neither impose on the Owner responsibility for the progress or scheduling of the Work, nor relieve the Contractor from full responsibilities.

The Contractor shall provide a revised schedule if, at any time, the Owner considers the completion date to be in jeopardy because of "activities behind schedule". An activity that cannot be completed by its original or latest completion date shall be deemed to be behind schedule. The revised schedule is designed to show how the Contractor intends to accomplish the Work to meet the contractual completion date. The form and method employed by the Contractor shall be the same as for the original schedule. The cost to prepare and revise the schedule is considered incidental to the Work.

17. SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, water stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the work.

The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered, insofar as this information presented by the drawings and Specifications made a part of this contract.

The Contractor shall carefully review and adhere to conditions and recommendations made in the project geotechnical report.

Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless (1) such understanding or interpretations are made in writing by the Engineer or are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

18. UNDERGROUND UTILITY LOCATIONS

The Contractor shall field verify existing underground utility locations by means of subsurface locating or other approved method. All existing utilities shall remain unless otherwise noted on the plans. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before ordering any proposed structures. The Contractor shall contact and coordinate with "Sunshine State One Call 811" as well as the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All utility

coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the Owner.

The cost of all labor, materials and incidentals required for the performance of any survey and utility location work shall be included as part of the lump sum quantity under the pay item for Mobilization. A Florida Registered Professional Surveyor and Mapper shall perform all survey work.

19. UTILITY COORDINATION

The Contractor shall be responsible for coordination of the work with all affected utility owners. The Contractor must take into consideration the required utility adjustments and relocations in development of his schedule for completing the work including construction of temporary work to allow phased construction of the permanent facilities.

The Contractor shall coordinate and schedule utility relocations and/or adjustments with the utility owners within or adjacent to the project limits to avoid delays. The work includes remobilization if required after utility relocation is complete. The intent is to coordinate utility construction activities, so the project construction continues and is not stopped or delayed at any time due to utility work being done. Once Notice to Proceed is issued, the Contractor shall contact the affected utilities to discuss the Contractor's anticipated means and methods so temporary and permanent relocation plans can be implemented as needed to meet OSHA safety requirements. Any work in the vicinity of the electric lines shall be coordinated with the power company for the setback requirements.

The Contractor shall hold a utility owner's meeting every two weeks / or alternate time schedule agreed to by the Owner. The meeting shall review current and upcoming activities for the project. Written meeting minutes will be prepared by the Contractor and distributed to the meeting participants within 3 calendar days of the meeting.

20. UTILITY CONFLICTS

It shall be the Contractor's responsibility to avoid conflicts with other utilities. The Owner will not be responsible for additional costs incurred by the Contractor for incorrect installations, relocations and breaks due to service conflicts. The Contractor's equipment shall maintain a minimum clearance distance to the power line following the latest OSHA and FDOT Roadway Design Bulletin.

21. CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT"

Prior to proceeding with construction, the Contractor shall prepare and submit a "Notice of Intent to Use Generic Permit for Stormwater Discharge from Construction Activities that Disturb One or More Acres of Land" to the Florida Department of Environmental Protection (FDEP). The Contractor shall monitor the site at all times and take appropriate action to prevent erosion including the use of BMPs. No pumping of ground or surface water shall be performed without approval from the Water Management District. Following completion of construction, Contractor shall prepare and submit a "Notice of

Termination of Generic Permit Coverage” to FDEP. Payment for this item shall be included as part of the lump sum quantity under the pay item for Mobilization.

22. COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) STORMWATER MANAGEMENT AND DISCHARGE PERMIT REQUIREMENTS AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) DREDGE AND FILL PERMIT REQUIREMENTS

Southwest Florida Water Management District Stormwater Management and Discharge permits or exemptions, if any, and/or a Department of Environmental Protection Dredge and Fill permit, if any, required for this project have been obtained by the Owner. The Contractor shall comply with the stipulations of the Permits or Exemptions as stated herein.

The Contractor shall allow periodic inspection of the work by authorized representatives of the Florida Department of Environmental Protection, the Southwest Florida Water Management District, as well as other duly authorized law enforcement officers of the State.

23. CONSTRUCTION PHOTOGRAPHY

a. General

The Contractor shall employ a competent photographer to take pre-construction and construction progress record photographs and perform video recording, in digital format, including providing all labor, materials, equipment and incidentals necessary to obtain photographs and/or video recordings of all areas specified in the Contract specifications.

b. Qualifications

A competent camera operator who is fully experienced and qualified with the specified equipment shall do all photography. For the video recording, the audio portion should be done by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarity and diction so as to be easily understood.

c. Project Photos for Construction Progress

Provide construction progress photos of the entire work area during construction for the purpose of creating records of completed work. Photos should be spaced at approximately 100-foot intervals or as needed to properly document the completed work. Digital photographs shall be provided to the Owner with the monthly pay applications via the e-Builder Invoice Approval (INV) process.

The Contractor shall pay all costs associated with the required photographs. Any parties requiring additional photography will pay the photographer directly.

All project photos shall be taken from locations to adequately illustrate conditions prior to construction, or conditions of construction and state of progress. The Contractor

shall consult with the Owner's Representative at each period of photography for instructions concerning views required.

The Contractor shall deliver photos in conformance with the above requirements to the Owner's Representative. No construction shall begin until pre-construction photos and video recordings are completed and submitted to the Owner's Representative.

d. Record Photos

The Contractor shall require that photographer maintain digital copies of photos for a period of three years from date of Substantial Completion of the Project.

Photographer shall agree to furnish prints to the Owner's Representative at commercial rates applicable at the time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as expert witness.

e. Video Recording for Pre-Construction

Video recording shall be used in lieu of photos for pre-construction. It shall be of sufficient quality to fully illustrate details of conditions and construction, including special features.

Video recording shall be accomplished along all routes that are scheduled for construction.

The video recording shall, when viewed, depict an image with $\frac{1}{4}$ of the image being the roadway fronting of property and $\frac{3}{4}$ of the image being of the property. The video recording shall be done so as to show the roadway and property in an oblique view (30 degrees).

A complete view, in sufficient detail, of all driveways, with audio description of the exact location shall be provided.

The Engineering plans shall be used as a reference for stationing in the audio portion of the video recording for easy location identifications. If visible, house numbers shall be mentioned on the audio.

A complete set of video recordings shall be submitted in e-Builder via the Submittals process for the permanent and exclusive use of the Owner prior to the start of any construction on the project.

All video recordings shall contain the name of the project, the date and time of the video recording the name and address of the photographer and any other identifying information required.

Payment for this item shall be included as part of the lump sum quantity under the pay item for Mobilization.

24. HURRICANE PREPAREDNESS

Within 30 days of the Contract award, the Contractor shall submit to the Owner for approval via the Submittals (SUB) process in e-Builder a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform, at no additional cost to the Owner, to prepare and secure the project site prior to a hurricane event and to recover the project site after a hurricane event.

In the event of inclement weather, or whenever the Owner shall direct, the contractor shall ensure the work and materials shall carefully be secured and protected against damage or injury from the weather. If, in the opinion of the Owner, any portion of work or materials is damaged due to the failure on the part of the contractor or subcontractors to protect the work, such work and materials shall be removed and replaced at the expense of the Contractor.

25. CONSTRUCTION STAKING

All construction staking and survey work shall be completed by a Florida Registered Professional Surveyor and Mapper. The right-of-way shall be staked prior to Clearing and Grubbing activities and shall include all easements (TCE or permanent) and maintained through the duration of construction. Right-of-way stakes shall be placed at all right-of-way corners and a maximum of 200 feet between corners, and shall be visible for Contractor personnel, utility companies, and County representatives.

26. LABORATORY TESTING

Testing for the Work shall be performed at no expense to the Contractor. However, any test that fails or is not performed, as a result of the Contractor's action will, in turn, be back-charged to the Contractor, including the cost of all re-testing due to defective materials or construction. The testing laboratory shall be approved by the Owner.

The samples and tests used for determining the quality and acceptability of the materials and workmanship, which have been or are to be incorporated in the Work, shall conform to the requirements of the State of Florida Department of Transportation Materials Sampling, Testing and Reporting Guide, latest edition.

Testing shall also be in accordance with the applicable portions of the *FDOT Standard Specifications* and the Technical Specifications.

27. COOPERATION WITH OTHERS

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations, in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted. The Owner shall not be responsible for costs associated with delays, disruptions and remobilizations attributed to utility agency scheduling.

The Contractor shall coordinate with owners of driveways impacted by construction to maintain access as required by the property owner. Contractor shall make every effort not to disrupt business access during business operation hours unless otherwise approved by the business owner or the Owner (County) in advance of the work being performed.

The Contractor shall coordinate impacts with property owners abutting the project area and shall make every effort to expedite the work to minimize the duration of the impacts. Contractor is responsible for daily cleanup, access, and reimbursement or restoration of any damages done to the property by the Contractor and their subcontractors to the satisfaction of the property owner. It is important to keep pre- and post-construction photos of the work areas.

28. USE OF PRIVATE PROPERTY

All construction activities required to complete this project in accordance with the Contract Documents shall be confined to public right-of-way, easements of record or temporary construction easements, unless the Contractor makes specific arrangements with private property owners for his use of their property. Written authorization from the granting property owner shall be placed on file with the Project Manager prior to utilization of said private properties. The Owner assumes no responsibility for damage to private property in such instances. The Contractor is responsible for protection of private property abutting all work areas on this project. Adequate equipment storage and material storage shall also be accomplished outside the Owner's right-of-way. Pipe and other materials shall not be strung out along the right-of-way but will be delivered in quantities adequate for one day's installation.

29. MAINTENANCE OF TRAFFIC

The Contractor shall provide continuous access to local businesses during operational hours, or as acceptable to the business owners, and shall coordinate with residents on access to their properties. Lane closures with major disruption or delays must include alternating traffic and are only permitted under special approval of the Owner, and during non-rush hour traffic times (9:00 AM - 2:00 PM or 8:00 PM – 6:00 AM). School drop-off and pick-up shall not be impacted. No work on weekends or legal holidays without prior written approval of the County Project Manager, except emergency work, will be allowed. Road closures are not allowed between the hours of 7:00 AM to 7:00 PM per County Ordinance unless prior written approval is provided by the Owner. Temporary bypass lanes may be constructed at all tie-in locations during the MOT phasing. The

payment for temporary by-pass lanes shall be included in Maintenance of Traffic pay item, as previously described. Business Entrance signs per FDOT Standard Plans Index 102-600 shall be placed at all business entrance points and maintained during all phases of construction. Payment for these items shall be included under the pay item for Maintenance of Traffic.

Temporary pavement marking shall be paid under the Maintenance of Traffic pay item, in accordance with FDOT Standard Specifications Section 102.

If there are any impacts to existing traffic lanes, the Contractor shall prepare and submit to the Owner for approval, a Maintenance of Traffic plan to obtain a Manatee County Right-of-Way Utilization Permit. This Maintenance of Traffic plan shall either be provided in the construction plans, or be prepared in accordance with FDOT Standard Specifications Section 102-4. Lane and road closures require approval from the County Right of Way Supervisor and Zoning/MOT Inspector, with the Public Works Director having ultimate approval authority.

30. PEDESTRIAN ACCESS TO REMAIN OPEN

Existing pedestrian access shall be maintained throughout construction unless approved by the Engineer and Owner.

Temporary sidewalk shall be constructed as shown in the plans or as required to maintain pedestrian movement. Payment for these items shall be included under the lump sum pay item for Maintenance of Traffic.

If the Contractor, in the process of performing his contract operations, breaks any of the existing sidewalk that is to remain in place, replacement of this sidewalk will be at the Contractor's expense.

31. WORKSITE TRAFFIC SUPERVISOR

- a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the FDOT Standard Specifications and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to work site traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.
- b. The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day-to-day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.

- c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance.
- e. Payment for Worksite Traffic Supervisor shall be included under the pay item for Maintenance of Traffic.

32. MAINTENANCE OF STORM DRAINAGE SYSTEM

The Contractor shall be responsible to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide, as necessary, temporary alternate forms of equivalent stormwater conveyance and storage capacity to adequately prevent upstream flooding in excess of existing conditions. This responsibility shall include the installation of temporary connections, bypass pumping, or other temporary means necessary until the new drainage system is fully operational. Payment for these items shall be included under the applicable pay item for new storm systems.

33. DEWATERING, SHEETING AND BRACING

The Contractor shall determine the need of dewatering, sheeting and bracing to facilitate the construction, conforming to current SWFMWD/FDEP rule and OSHA safety criteria. Payment for dewatering, sheeting and bracing shall be included in the applicable item for earthwork, unless separate pay items are specified.

At least 10 days prior to the commencement of any dewatering activity, the Contractor shall obtain the approval from SWFMWD, or FDEP (if water needs to be discharged offsite into the state surface water), and submit the permit with a detailed description of the proposed dewatering system to the Project Manager. The dewatering plan shall include design computations, layout, type, and spacing of dewatering devices, number and size of pumps and other equipment, with a description of the installation and operating procedures.

34. EARTHWORK

Quantities included in the contract plans and bid form represent estimated in-place quantities and do not include shrinkage and expansion factors unless otherwise specified. Payment for Earthwork shall be made based on average end area method calculations or by other methods as approved by the Engineer and Owner. Contractor shall provide supporting survey data (before and after cross-sections) and calculations for payment purposes

The ownership of excavated materials shall be by the Owner unless otherwise specified in the contract documents.

35. SUBSOIL EXCAVATION

The Contractor shall detect and remove all unsuitable material, such as plastic/organic soil, rock, hard pan, debris, and trash, within project limit, following FDOT Standard Plans Index 120-002. Payment for subsoil excavation shall be included in the subsoil excavation pay items.

36. DUST CONTROL

The Contractor shall always control dust resulting from construction operations. The locations and frequencies of applications shall be as directed by the Engineer. Contractor shall provide dust control measures using water sources as needed and maintaining dust control throughout duration of the project. Payment for Dust Control shall be made under Maintenance of Traffic unless separate pay item for Dust Control is specified.

37. SOIL EROSION AND SILTATION

The Contractor shall plan and control the Work to minimize all soil erosion and siltation. At the pre-construction meeting, the Contractor shall present his proposed plan and schedule, which shall specifically indicate the proposed usage of temporary erosion control features if they vary from the plans.

38. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

The application of thermoplastic traffic stripes and markings on newly constructed final surface courses shall be in accordance with current FDOT specifications. The Engineer may require longer asphalt cure periods, if specified in the construction plans. Provide temporary pavement markings during the interim period if the road is open to traffic. The price of temporary pavement marking shall be included in the Maintenance of Traffic.

39. CRUSHED CONCRETE BASE

Crushed Concrete Base shall follow the most current FDOT Standard Specifications, Section 911. The layer coefficient of 0.18 with Limerock Bearing Ratio (LBR) minimum 150 is allowed to calculate the base thickness if from an FDOT approved source and meeting FDOT specifications.

a. Material source inspection:

Prior to acceptance of base product, a representative of the Owner may visit the Producer's location and obtain a sample of the proposed base for the specified project at the discretion of the Owner. In addition to sampling, the pile will be visually inspected for deleterious materials, substantial segregation, or any other undesirable characteristics. The pile shall have a traceable identification by pile number or lot number and an accurate quality assessment.

b. Regarding source approval:

FDOT approved source, allocated lot sufficient to serve project's needs, delivery tickets stating FDOT approved source, project name, FDOT preapproved lot or pile number.

c. Import and placement of base product:

During import of base product, a County inspector or duly designated representative of the Owner will be onsite monitoring incoming loads, making visual assessments of the product and checking load tickets for verification of materials.

After spreading out, prior to compacting, samples of the base product will be obtained by the Owner approved testing lab, every 500 LF, or as directed by Owner, staggering right, left, center of the roadway for Limerock Bearing Ratio, gradation and deleterious material testing.

d. Deleterious materials:

Deleterious material content in addition to the FDOT Specifications 2020 (July), Section 911, should state that no construction debris such as Styrofoam insulation, telephone wire, lumber, shingles, aluminum window or door frames, etc., or household trash ie: bottles, cans, paper goods etc. is acceptable.

e. Rejection of materials:

Material not meeting above requirements will subject to rejection and be removed from the project site. Any three (3) concurrent rejections will require immediate shut down of imported material and require review and remedies prior to restart.

f. Compaction of material:

In place material shall achieve 98% of AASHTO T-180 compaction.

40. TEMPORARY PAVEMENT

If the temporary pavement is not specified in the contract plans, the proposed pavement section shall be submitted to the Owner for review. The Contractor shall immediately repair all potholes that develop within the project limits and shall maintain a supply of cold mix on the project site to expedite these repairs.

Temporary by-pass roads shall provide adequate cover and protection of existing utilities. It is the Contractor's responsibility to coordinate with utility companies to repair any damages to the exiting utilities during the construction at no additional cost to the Owner.

Payment for temporary pavement and maintenance of this pavement shall be included under Maintenance of Traffic. A breakdown of the temporary road quantities in the lump sum MOT pay item shall be provided by the Contractor.

41. STORMWATER DRAINAGE PIPES AND STRUCTURES

All proposed storm structures shall have a wall thickness no less than 6 inches. Metal storm pipe or metal mitered end section shall not be used in the road right of way or carry right of way runoff.

42. UTILITY CONNECTIONS

No portion of any potable/reclaim water or sewer system may be shut down for the purpose of making a connection to new construction, without prior coordination and written approval from Manatee County Utility Department (County). The County may require the connection to be conducted at night or at dates and times that minimize the impacts to the customers. The Contractor may also be required to provide temporary connections for critical services that must remain operational. Shutdowns and connections will not be allowed on Mondays or Fridays, as well as immediately before or after holidays, unless specially approved. Upon request, the County will provide a map of the affected areas of any utility shutdown and a location map of the isolation valves that will be utilized for the shutdown. The Contractor shall be solely responsible for any public notification that must be made.

All existing and new valves, including fire hydrant valves, shall be readily accessible. The Contractor, with County staff, shall verify that all new valves are functional prior to the connection. Upon completion of the connection, the Contractor, with County staff, shall verify all new valves have been returned to their normal fully open positions. The Contractor is not allowed to operate any existing County valves, hydrants, or other appurtenances without prior approval from the County Representative responsible for shutting down the line(s).

At the time of the connection, if a County Representative determines that circumstances would prohibit the operation(s) from being completed within an allowable timeframe, the County staff will not shutdown the main(s). The connection will be rescheduled after any adverse circumstances have been mitigated.

Additional Requirements for Mains 16" in Diameter or Greater

The Contractor shall submit for approval, a utility connection plan for all connections to existing facilities that are 16" in diameter or greater. The plan must be approved by the County prior to the scheduling of the connection. The Contractor's connection plan shall consist of:

1. The Contractor's requested date and hours of operation for the connection(s).
2. A description of the method of connection(s).

3. The materials necessary to perform the connection(s), and where the materials are located for confirmation purposes.
4. A listing of the equipment being utilized to perform the connection(s). This includes excavation, backfill, and dewatering equipment.
5. Include dewatering equipment, their capacities, and their intended discharge location(s). Contractor will be responsible for having the dewatering capacities for groundwater and any residual product in the existing mains, and to perform the work in the allowed shutdown timeframe.

43. CLARIFICATION OF SPECIFIC LINE ITEMS

Clarifications are provided below of specific line items on the Bid Form to identify the Owner's requirements of what is to be included in the line item and/or how it is to be paid. Where a FDOT Pay Item number is indicated for a line item, the clarification is provided to amend, enhance or otherwise revise the FDOT pay item description to meet the Owner's requirements for the project. Where a FDOT pay item number is not indicated, the clarification shown herein is provided to amend, enhance or otherwise revise the pay item description provided in the County Technical Specifications to meet the Owner's requirements for the project. For line items that are not included in either the FDOT or Manatee County Specifications, the pay item description provided herein shall govern.

FDOT 101-1 – Mobilization, shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, all required insurance for the project and the Contractor's mobilization and demobilization costs as shown in the Bid Form. Mobilization includes but is not limited to: preparation and movement of personnel, equipment, supplies and incidentals such as safety and sanitary supplies/facilities.

Payment for mobilization shall not exceed 10 percent (10%) of the total Contract cost unless the Contractor can prove to the Owner that the actual mobilization cost exceeds 10 percent (10%).

Partial payments for this Bid Item will be made in accordance with the following schedule:

Percent of Original Contract Amount	Percent Allowable Payment of Mobilization/Demobilization Bid Item Price
5	25
10	35
25	45
50	50
75	75
100	100

Payments for this line item will be subject to the standard retainage provided in the Contract. Payment for the retainage will be made after completion of the work and demobilization.

FDOT 102-1 – Maintenance of Traffic, shall include the cost of all maintenance of traffic operations unless a separate pay item is provided. Provide a separate schedule of values to include quantities, unit prices, and total to equal bid for all MOT as a separate pay item upon receiving bid award, otherwise the quantity will be based on percent of construction completed.

SPECIAL-1, 9, 10 & 11 – Record Drawings per Manatee County Standards, shall include the cost of all survey work required to complete a set of record drawings per Manatee County & SWFWMD Standards for Utility and Drainage

SPECIAL-2 – EXISTING DITCH REGRADING (30' WIDE) shall include the cost to regrade the existing ditch on the north side of Moccasin Wallow Rd.

SPECIAL-3 – 4" CONCRETE, TERRACOTTA & IMPRINTED WITH BRICK shall include the cost for material procurement and labor to install the 4" concrete with imprinted bricks in the color of terracotta at the shared use path buffer section.

SPECIAL-4 - TRAFFIC SEPARATOR CONCRETE-TYPE I, 3' WIDE shall include the cost for material procurement and labor to install a 3' traffic separator using FDOT SPI 520-020.

SPECIAL – 5 - TRAFFIC CONTROL STRIPING AND PAVEMENT MARKINGS (INCLUDES TEMPORARY PAINT MARKINGS) shall include the cost for material procurement and labor for all the permanent and temporary striping required on the roadway plans this includes the removal of temporary striping.

SPECIAL – 6 - TRAFFIC CONTROL SIGNAGE shall include the cost for material procurement and labor for all permanent signage for the project on the signage and striping plan.

SPECIAL – 7 - 6" UNDERDRAIN shall include the cost for material procurement and labor to install 6" underdrain per Manatee County Highway and Traffic Standards

SPECIAL – 8 – UNDERDRAIN CLEANOUT shall include the cost for material procurement and labor to install underdrain cleanout per Manatee County Highway and Traffic Standards

44. POST-CONSTRUCTION STORM PIPE TESTING

The Contractor shall inspect and televise all newly constructed storm pipes, structures, new connections, and any existing storm pipe systems identified to be cleaned in the

construction plans. Video DVD and report shall be provided for those pipes whose diameters are equal or smaller than 48 in, with Laser profile data included for newly installed non-RCP pipes, following FDOT Specifications latest version. The purpose is to assure the pipes are properly constructed and do not leak at the joints. Payment for this item shall be included as incidental to the cost per foot of new storm pipe installed.

45. MAINTENANCE AND RESTORATION OF JOB SITE

The Contractor shall conduct his operations in such a manner as will result in a minimum of inconvenience to occupants of adjacent homes, business establishments and the general public, and shall provide temporary access as directed or as may be required by the Project Manager. All final restoration must be performed to an equal or better condition than that which existed prior to construction.

Good housekeeping on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean, with debris being removed daily as the work progresses or as otherwise directed by the Project Manager. Good housekeeping at the job site shall include mowing as necessary to prevent grass and other vegetation within the work area from exceeding 18 inches in height or causing unsafe conditions; removing all tools and temporary structures, dirt, rubbish, etc.; hauling all excess dirt, rock, etc., from excavations to a dump provided by the Contractor; and all clean up shall be accomplished to the satisfaction of the Project Manager. Each Friday, the Contractor shall prepare the road surface and barricades in an acceptable manner for weekend traffic use. Immediately after construction completion in an area or part thereof (including restoration), barricades, construction equipment and surplus and discarded materials shall be removed by the Contractor.

If timely housekeeping and restoration of the job site is not accomplished to the satisfaction of the Owner, the Owner shall make arrangements to affect the necessary housekeeping and restoration by others. The Contractor shall be charged for these costs through deductions in payment due the Contractor. If such action becomes necessary on the part of and in the opinion of the Owner, the Owner shall not be responsible for the inadvertent removal from the work site of materials which the Contractor would not normally have disposed of had he affected the required clean up.

46. RESTORATION

Payment for restoration shall be covered under the applicable restoration Pay Items as specified in the proposal. If a specific restoration Pay Item is not listed in the proposal, the cost of such work shall be included in the applicable Pay Item unless otherwise provided under separate restoration section or pay quantity of these Specifications.

47. RECORD DRAWINGS AND PROJECT CERTIFICATION

The Owner will furnish the Contractor copies of the bid plans to be used for the Record Drawings. A Florida Registered Professional Surveyor and Mapper shall perform a field survey and any differences between the plan elevations or dimensions shall be marked

through and the as-built elevation or dimension legibly entered. All elevations and dimensions that are correct shall have a check mark placed beside it.

The Contractor shall keep a complete set of surveyed "As-built" records. These records shall show all items of Work and existing features of utilities revealed by excavation work. The records shall be kept in a professional manner, in a form that shall be approved by the Owner prior to the Work. These results shall be available at all times during construction for reference by the Engineer and shall be delivered to the Engineer upon completion of the Work. All completed "As-builts" must be certified by a Florida Registered Professional Surveyor and Mapper or Engineer per Chapter 61 G 17-6, Florida Administrative Code, pursuant to Sec. 47207, Florida Statutes.

The Record Drawings shall be prepared in accordance with the requirements of the Manatee County Public Works Standards, Parts 1 and 3, latest edition at time of project completion and shall be submitted at time of Substantial Completion. The Owner will review and approve the Record Drawings within 30 days of submittal unless additional information is required.

Following completion of construction and prior to final payment, the Contractor shall submit a Certification by the Contractor and Manufacturer including test data that the materials (filter fabric, filter media, etc.) installed meet plan specifications and regulatory requirements.

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD format (Release 2016 or later) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

The final payment of remaining retainage shall not be made until the Owner has approved the Record Drawings. Unless there is a separate pay item for Record Drawings, payment shall be included as part of the lump sum quantity under the pay item for Mobilization.