

# SPECIAL PROVISIONS

(Addendum #1 dated May 7, 2013)

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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 ..... 28

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## **GENERAL**

This Section amends or enhances the Contract Documents and Technical Specifications.

## **CONTRACT PLANS**

The Contract Plans will include the following plan sets:

1. Roadway Plans for 44<sup>th</sup> Avenue East from 1<sup>st</sup> Street East to 19<sup>th</sup> Street Court East, including 15<sup>th</sup> Street East.
2. Signal Plans and Signing and Pavement Marking for 15<sup>th</sup> Street East.
3. Waterline Improvements for 44<sup>th</sup> Avenue East from 1<sup>st</sup> Street East to 19<sup>th</sup> Street Court East.
4. Plans for 44<sup>th</sup> Avenue East from 1<sup>st</sup> Street East to 15<sup>th</sup> Street East.
  - a. Signal Plans
  - b. Signing and Pavement Marking Plans
  - c. Lighting Plans
5. Plans for 44<sup>th</sup> Avenue East from 15<sup>th</sup> Street East to 19<sup>th</sup> Street Court East.
  - a. Signal Plans
  - b. Signing and Pavement Marking Plans
  - c. Lighting Plans

## **STANDARD 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 (2013 Edition)*, and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended under this Contract, or as noted on the construction plans meeting the Manatee County Highway, Traffic & Stormwater Standards (dated 2007).

The Contractor's work shall follow the Manatee County Public Works Utility Standards and Specifications (dated 2011) for the water main work, reclaimed water main, sanitary sewer, and force main work.

These specifications cover the usual construction requirements for work specified by the 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*, such work shall be performed in accordance with the Special Provisions.

The apparent silence of the Specifications as to any detail of 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.

## **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, applicable pay item or as part of the lump sum quantity for Mobilization.

## **CONSTRUCTION HOURS**

No work shall be done between 7:00 p.m. and 7:00 a.m., nor on weekends or legal holidays without written permission of the County, except emergency work.

## **CONSTRUCTION STAKING**

All construction staking and survey work shall be completed prior to Clearing and Grubbing activities and shall be performed by a Registered Land Surveyor, unless otherwise approved. The right-of-way shall be staked within 20 days of the Notice to Proceed and shall include any 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.

## **MATERIALS**

- a. **Delivery Tickets:** It will be necessary to submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
- b. **Job Mix Formula for Asphaltic Concrete:** Attention is directed to the requirement that job mix formulas for asphaltic concrete, of the type specified, be submitted at least 14 days before plant operations begin. The submitted formula should be derived, or approved, by the laboratory approved by the County Representative to make test on the Project. 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:** Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least 14 days prior to use on the project. The submitted formulas shall be derived or approved by the County Representative and/or its agents. All concrete mix designs shall meet FDOT Concrete Class mix guidelines, except as follows: when approved, in writing by the County Representative, 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.

## **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 County Representative.

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 be in accordance with the applicable portions of Section 6 of the *Standard Specifications* and these specifications.

## MATERIAL TESTING TABLE

ITEM	TEST	TEST IDENTIFICATION	TEST REQUIREMENTS VERTICAL	TEST FREQUENCY HORIZONTAL
UTILITY TRENCH BACKFILL	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY
	FIELD DENSITY	AASHTO T-191 AND AASHTO T-204	PER PLANS	ONE PER 200 LF
SUBGRADE UNCLEAR NEW CURB	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY
	FIELD DENSITY	AASHTO T-191 AND AASHTO T-204	PER PLANS	ONE PER 200 LF
LIMEROCK/ SHELL BASE	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY
	FIELD DENSITY	AASHTO T-191 AND AASHTO T-204	PER PLANS	ONE PER 200 LF
SOIL CEMENT BASE	SOIL CEMENT PLACEMENT/ MONITORING DENSITIES THICKNESS DETERMINATIONS	AASHTO T-134  AND AASHTO T-135	PER PLANS	ONE PER 200 LF
CONCRETE	COMPRESSIVE STRENGTH (THREE CYLINDERS/TEST)	AASHTO T-23 AND AASHTO T-22	PER SPECS	PER SPECS/MIN. OF ONE SET/DAY FOR POURS BETWEEN 10 & 50 CY
	SLUMP, AIR CONTENT	AASHTO T-119 AND AASHTO T-152	PER SPECS	ADDITIONAL SET FOR EACH 50 CY DAILY OR 1 PER 50 CY MAX
ASPHALT	MATERIAL QUALITY	FLORIDA D.O.T.	PER SPECS	PER SPECS
	GRADATION, STABILITY BITUMEN CONTENT			DAILY OR 1 PER 50 CY MAX
RECYCLED CONCRETE BASE	GRADATION DENSITIES THICKNESS DETERMINATIONS	AASHTO T-180	PER SPECS	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF

## **DISCRETIONARY WORK (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 Engineer before the start of the work. No payment shall be made for work completed without written authorization from the Owner or Engineer.

## **MEASUREMENT AND PAYMENT ~~(In accordance with FDOT) Standard Specifications for Road and Bridge Construction (2013 Edition), and all Supplemental Specifications, thereto.....)~~**

- 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 County Representative.
- d. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County Representative.
- e. 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. Any quantity item not indicated in the Bid Form but shown on the Plans shall be included as part of the lump sum quantity for **Mobilization, FDOT Item No. 101-1.**
- g. 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 County Representative 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.
- h. No payment shall be made for contingency quantities or additional work unless otherwise directed and approved in writing by the County Representative.
- i. The Contractor shall submit a Schedule of Values within 30 days of Award of Contract. The values shall be separated by segment from 1<sup>st</sup> Street East to 15<sup>th</sup> Street East, including 15<sup>th</sup> Street East, and segment from 15<sup>th</sup> Street East to 19<sup>th</sup> Street Court East.

## **RESTORATION**

Payment for restoration shall be covered under the applicable restoration Pay Items as specified in the Bid Form. If a specific restoration Pay Item is not listed in the Bid Form, 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.

## **COOPERATION WITH OTHERS**

The Contractor shall cooperate with the owner 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 County shall not be responsible for costs associated with delays, disruptions and remobilizations attributed to utility agency scheduling.

## **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 County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County 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 County or are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility therefore is assumed by the County.

## **CONTRACTOR'S SUPERVISION**

- a. Prosecution of Work: The Contractor shall give the work the constant attention necessary to assure the scheduled progress. He shall cooperate fully with the County Representative 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 County Representative or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the County Representative 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.
- 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.

#### **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 utility owner 48 hours in advance.

#### **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 and business establishments 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: 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. Dust will be controlled daily as may be required. 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.

In the event that the timely clean up and restoration of the job site is not accomplished to the satisfaction of the Project Manager, the Project Manager shall make arrangements to affect the necessary clean up 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 Project Manager, the County 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.

## **REQUIREMENTS FOR CONTROL OF THE WORK**

Prior to the start of the Work described in this contract, a pre-construction conference shall be held by the Project Manager to be attended by the Contractor and representatives of the various utilities and others as required, for the purpose of establishing a schedule of operations which will 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.

## **PROJECT SCHEDULE**

The Contractor shall submit a detailed construction bar chart schedule within 15 days of the notification of intent to award or notification of award for the County to review. The submittal shall meet the following requirements:

- A CPM Schedule will be submitted on 11-inch by 17-inch paper.
- The time scale (horizontal) shall be in weeks. The activities shall be listed on the left hand side (vertical).
- 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.
- The submittal shall show the order and interdependence of activities and the sequence for accomplishing the work. All activities shall be described in sufficient detail so that the Engineer can readily identify the work and measure the progress on of each activity. The submittal shall show each activity with a beginning work date, duration, and a monetary value. Include activities for procurement fabrication, and deliver of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.
- The Contractor shall conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the schedule any utility adjustment schedules included in the Contract Documents unless the utility company and Manatee County mutually agree to changes to the utility schedules shown in the Contract. Submit a working plan with the schedule, consisting of a concise written description of the construction plan.

- The Project Manager will return inadequate schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Project Manager's return transmittal.
- The Contractor shall submit an updated Work Progress Schedule, for Project Manager's acceptance, if there is a significant change in the planned order or duration of an activity. The Project Manager will review the corrected schedule and respond within 7 calendar days of receipt.

A copy of the schedule, clearly showing progress made, shall be submitted on a monthly basis during the progress of the work at the monthly meeting. Review or acceptance will neither impose on the County responsibility for the progress or scheduling of the Work, nor relieve the Contractor from full responsibility therefore.

By acceptance of the schedule, the Project Manager does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Project Manager will use the accepted schedule as the baseline against which to measure the progress.

The Contractor shall provide a revised Work schedule if, at any time, the County 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 Work 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 Work schedule.

If the Contractor fails to finalize either the initial or a revised schedule in the time specified, the Project Manager will withhold all Contract payments until the Project Manager accepts the schedule.

The cost to prepare and revise the schedule is considered incidental to the Work.

## **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 County 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 County'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. The County will coordinate with the Contractor to identify possible storage sites.

### **Work on Pierce Trucking/Oshkosh Property**

Contractor is required to have a commercial general liability policy with a combined single limit of not less than One Million Dollars in the event to injury, death, or property damage and an automobile liability policy of not less than One Million Dollars per occurrence and shall name Pierce Trucking / Oshkosh as an additional insured on both the commercial general liability policy and automobile liability policy for the project.

## **PRE-CONSTRUCTION AND CONSTRUCTION PROGRESS PHOTOGRAPHY**

### **General**

The Contractor shall employ a competent photographer to take construction record digital photos and perform video recording, including providing all labor, materials, equipment and incidentals necessary to obtain photos and/or video recordings of all areas within the project limits or as otherwise specified in the Contract specifications.

The word "Photo" includes standard photographic methods involving digital photography and production of hard copies for photos and saving photos as jpg files on diskettes and CD-ROMs.

### **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.

### **Project Photos for Construction Progress**

Provide photos of the entire work area during construction for the purpose of records of completed work. Photos should be spaced at approximately 100-foot intervals. Three prints of each standard photograph shall be provided to the County. In addition to the CD\_ROM media, one print of each digital photograph shall be provided to the County.

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

Each print shall have clearly marked on the back the name of the project, the orientation of view, the date and time of exposure, name and address of photographer and the photographers numbered identification of exposure.

All project photographs shall be a single weight, color image. All finishes shall be smooth surface and glossy, and all prints shall be 8 inches by 10 inches.

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 County Representative at each period of photography for instructions concerning views required.

The Contractor shall deliver photos in conformance with the above requirements to the County Representative. No construction shall begin until pre-construction photo are completed and submitted to the County Representative.

### **Record Photos**

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

Photographer shall agree to furnish additional prints to the County 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.

### **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.

Two complete sets of video recording shall be delivered to the Owner for the permanent and exclusive use of the Owner prior to the start of any construction on the project.

All video recording 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 under the pay item for Mobilization.

### **PROJECT IDENTIFICATION SIGN**

The Contractor shall be responsible for furnishing, installing and maintaining four (4) County project identification signs and removal of same upon completion of the construction. Project identification sign shall be constructed and maintained at the project site as directed by the County Representative. The Contractor shall erect, maintain and relocate the sign as directed for the duration of the Project.

The Contractor shall mount the sign using 4-inch pressure treated lumber or as approved by the County Representative, and other supports as required, at a location mutually agreed by the County Representative and the Contractor.

The identification signs shall not be less than 32 square feet in area. The Contractor shall coordinate with the County Representative for the sign verbiage before fabrication. The signs shall be painted with graphic content to include:

- Title of Project
- Name of Owner
- Names and Titles of authorities, as directed by the County Representative
- Prime Contractor
- Construction Cost

The signs shall be erected prior to commencement of work at a lighted location of high public visibility, adjacent to the main entrance at each end of the project, as approved by the County Representative.

The signs shall be a minimum of 8 feet wide and 4 feet high. The signs shall be constructed of high density 3/4-inch exterior plywood without waves or buckles, mounted and braced with pressure treated lumber as necessary and maintained in a presentable condition for the duration of the project. Hardware shall be galvanized. The surface of the sign shall be of exterior softwood plywood with medium density overlay.

Painting shall be constructed with materials to resist weathering and fading during the construction period. Experienced professionals shall perform painting. Graphic design and style shall be in accordance with the following:

- The signs will be placed in accordance with Manatee County Development Code, Ordinance 90-01, Section 724, Signs and Section 713, Visibility Triangles.

Payment for installing and maintaining the project identification signs shall be included as part of the lump sum quantity under Pay Item Number 1 (101-1) for Mobilization. The sign will remain the property of the County upon completion of the Project unless otherwise directed.



# 44<sup>TH</sup> AVE EAST EXTENSION

## Board of County Commissioners

LARRY BUSTLE

CHAIRMAN

VANESSA BAUGH

BETSY BENAC

JOHN CHAPPIE

ROBIN DISABATINO

MICHAEL GALLEN

CAROL WHITMORE

CONSTRUCTION COST

\$ (Enter Amount)

PRIME CONTRACTOR

(Enter Contractor Name)

## SOIL EROSION AND SILTATION

The Contractor shall plan and control the Work to minimize all soil erosion and the siltation of drains and canals resulting from such erosion.

At the pre-construction meeting, the Contractor shall present his proposed plan and schedule, which shall specifically indicate the proposed used of temporary erosion control features. The plan shall include:

- **Synthetic Bales** designed, furnished and installed by the Contractor in accordance with the plans, FDOT Section 104-6-4, and FDOT Design Standard Index No. 102.
- **Floating turbidity barriers and staked turbidity barriers** furnished and installed by the Contractor as shown on the plans and/or required by conditions of the permits and as outlined in FDOT Section 104-6.4.11.

## SHOP DRAWINGS

This project will include multiple EOR's for different areas of practice or different plan sets. The shop drawings shall include, but not be limited to:

- Traffic Control Plan
- Erosion Control Plan
- Drainage components
- Traffic components
- Lighting components
- Signs and object markers

The Contractor shall submit to the County Project Manager for distribution and approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work. The shop drawing shall be submitted in pdf format, along with a submittal log and the number of the submittals should follow the number on the submittal log. Each shop drawing shall have a cover sheet and reference the submittal log number, following the sample format provided in the contact documents.

The Contractor is responsible for maintaining a Submittal Activity Record (Logbook) on this project. The Contractor shall submit all shop drawings to the Roadway Engineer of Record for processing to the appropriate Area of Practice EOR for review. The Area of Practice EOR will complete the review and return the shop drawing to the Roadway Engineer of Record for logging and processing back to the Contractor and to the County Representative.

The logbook shall be updated each day that any Shop Drawing submittal activity occurs.

The following minimum data shall be entered in the logbook for each submittal:

County Project Number  
Submittal Number  
Description of Submittal

Number of Sheets in the Submittal  
Number of Pages of Calculations, in Reports, in Manuals, etc.  
Date Transmitted by Contractor to the Roadway Engineer of Record  
Date Transmitted by Roadway EOR to the Area of Practice EOR  
Date Roadway EOR Receives Shop Drawing Back From Area of Practice EOR  
Date Roadway EOR Sends Shop Drawing Back to Contractor  
Disposition as either "A" (Approved), "AN" (Approved as Noted), "R" (Resubmit) or "NA" (Not Approved).

The Logbook is a historical record of the activity devoted to an individual submittal as well as that for the project as a whole. It can serve as a verification of review time, to respond to inquiries of a particular submittal's status and as a record of manpower effort to aid in estimating and allocating future workload.

### **SUBSOIL EXCAVATION**

The Contractor shall detect and remove all unsuitable material within project limit, following FDOT Design Standard Index 500, latest version. Payment for subsoil excavation shall be included in the subsoil excavation pay items unless separate pay items are specified.

### **TEMPORARY PAVEMENT**

Temporary pavement shall consist of a minimum of Optional Base Group 04 and one (1) inch of Type SP structural course (Traffic C) asphalt over a firm, unyielding, well-compacted subgrade. 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.

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

Payment for the temporary pavement and maintenance of this pavement shall be under Maintenance of Traffic

### **DEWATERING, SHEETING AND BRACING**

Payment for dewatering, sheeting and bracing shall be included in the applicable pay items unless separate pay items are specified.

#### **Approval of Dewatering Plan:**

At least 10 days prior to the commencement of any dewatering activity, the Contractor shall submit to the Project Manager for record purposes only, a detailed description of the proposed dewatering system. This 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.

The dewatering for Pond "A", adjacent to Tyler Rental Property, shall be discharged to the sanitary sewer system nearby to ensure that the construction and operation of the proposed Pond "A" will not have any adverse influence on the water quality in this area. Additional

testing/cleaning may be required for discharging of contaminated water into the county sanitary sewer system. The payment for dewatering and water pollution control is under pay item 5A. For additional information, go to Manatee County Government Website with following link: <http://www.mymanatee.org/home/government/departments/utilities/industrial-compliance/dewatering.html>

## **EARTHWORK**

Quantities included on cross-section sheets, if any, represent estimated in-place quantities and do not include shrinkage and expansion factors. The quantities were calculated by the method with average end areas between the station-to-station limits. Payment for Earthwork shall be made based on average end area method calculations. Contractor shall provide supporting survey data (before and after cross-sections) and calculations for payment purposes.

## **MAINTENANCE OF TRAFFIC AND CONSTRUCTION PHASING**

The Contractor shall prepare and submit a Maintenance of Traffic plan and submit it to the County Representative for review prior to implementation. The Maintenance of Traffic Plan will require the seal of a Florida licensed Professional Engineer with a current FDOT Advance Work Zone certification if any change is made to the FDOT Index 600 Series. The Maintenance of Traffic Plan shall also follow the intention of FDOT approved Maintenance of Traffic Plan for 15<sup>th</sup> Street East. The primary goals for the Maintenance of Traffic Plan are as follows:

1. Provide phasing of construction to accommodate the schedule of the FPL in their relocation of their transmission lines. This includes providing access to the project site for FPL to access the relocation of their transmission lines. Also, this is in addition to normal service pole relocations along the utility corridor of the project.
2. Provide phasing of construction to accommodate the schedule of the CSX railroad crossing work to be performed by CSX. This includes the portion of the roadway and drainage construction necessary to provide access to the location of the RR crossing.
3. No roadway closure shall be allowed unless coordinated with Manatee County Traffic Representative in advance.
4. Comply with the FDOT Connection Permit for the 15<sup>th</sup> Street East (SR 70A) improvements as shown in the roadway plans.
5. At locations where tractor trailer vehicles access private property from 44<sup>th</sup> Avenue East, the Contractor's maintenance of traffic shall continue to accommodate the access into and out of the private property by the traffic trailer traffic.
6. Comply with all FDOT safety criteria, FDOT Design Standards 600 Series Indexes, FHWA and MUTCD standards, and allow for traffic to operate in daytime or nighttime.
7. No lane closures will be allowed between the hours of 6 AM to 7 PM except at the intersection of 15<sup>th</sup> Street East where special condition exists.
8. Business Entrance signs per FDOT Index 17355 (FTP-59) shall be placed at all business entrance points and maintained during all phases of construction.

Payment for all items related to maintenance of traffic shall be included under the pay item for Maintenance of Traffic, LS. This shall include, but not be limited to, preparation of the signed and sealed maintenance of traffic plan for all segments of roadway construction, all maintenance of traffic signs including business signs and advance warning signs for side streets, all barricades

and drums, temporary concrete barrier wall, all warning lights, temporary pavement if required, removal of existing pavement markings, temporary pavement markings, temporary RPM's, portable changeable message signs, advance warning arrow panels, shoulder treatment for drop off conditions, off duty police officer, temporary asphalt aprons around utility and storm manholes and valve boxes located within the pavement area, and any other items required to comply with safety and design standards.

Goals for construction phasing are as follows:

1. Maintain positive drainage throughout the project during construction. Construct the rough grading of the pond sites as a first activity. Install the storm system starting at the pond and progressing in an upstream direction.
2. Maintain access to all properties. This can be accomplished by a linear phasing approach with short segments of road closures. Maintain one-lane one-way traffic during paving operations with the use of flagmen on each end of the work zone. The linear segments should start at the pond areas and move in the direction of the completed storm system.
3. A viable approach for the linear phasing is provided as follows:
  - a. Segment 1 (CSX RR to 18<sup>th</sup> Street East)
    - i. Rough grade Pond B and Floodplain Mitigation Pond 3.
    - ii. Install storm sewer for this segment.
    - iii. Construct roadway improvements this segment.
    - iv. This segment is through virgin alignment and does not have any traffic. It will provide access for CSX to get into the work site at the RR crossing. This should be the easiest segment to build.
  - b. Segment 2 (301 Boulevard to CSX RR)
    - i. Construct storm pipes under RR tracks and connect to Pond B.
    - ii. Begin installing storm sewer from 15<sup>th</sup> Street East toward 301 Boulevard.
    - iii. Construct intersection improvements at 15<sup>th</sup> Street East (SR 70A).
    - iv. Construct roadway segments in manageable lengths to maintain at least one-way traffic along 44<sup>th</sup> Avenue East from 15<sup>th</sup> Street East toward 301 Boulevard.
  - c. Segment 3 (Beginning Project to 301 Boulevard)
    - i. Rough grade Pond A.
    - ii. Begin installing storm sewer from Pond A toward 301 Boulevard.
    - iii. Construct roadway segments in manageable lengths to maintain at least one-way traffic along 44<sup>th</sup> Avenue East from Beginning of Project toward 301 Boulevard.
    - iv. Construct roadway improvements along 301 Boulevard including intersection area at 44<sup>th</sup> Avenue East.
  - d. Segment 2 4 (18<sup>th</sup> Street East to 19<sup>th</sup> Street Court East, shall be the last construction phase)
    - i. Install storm sewer for this segment.
    - ii. Construct roadway improvements this segment.
    - iii. Construct a temporary asphalt connection to 19<sup>th</sup> Street Court East with asphalt pavement overbuild feathering into existing pavement. Maintain

two-way two-lane traffic along the south half of 44<sup>th</sup> Avenue East during project construction.

- iv. Provide a striped out four-lane to two-lane transition on the approach to 19<sup>th</sup> Street Court East at the completion of the project.
- e. ~~Segment 3 (301 Boulevard to CSX RR)~~
  - i. ~~Construct storm pipes under RR tracks and connect to Pond B.~~
  - ii. ~~Begin installing storm sewer from 15<sup>th</sup> Street East toward 301 Boulevard.~~
  - iii. ~~Construct intersection improvements at 15<sup>th</sup> Street East (SR 70A).~~
  - iv. ~~Construct roadway segments in manageable lengths to maintain at least one-way traffic along 44<sup>th</sup> Avenue East from 15<sup>th</sup> Street East toward 301 Boulevard.~~
- f. ~~Segment 4 (Beginning Project to 301 Boulevard)~~
  - i. ~~Rough grade Pond A.~~
  - ii. ~~Begin installing storm sewer from Pond A toward 301 Boulevard.~~
  - iii. ~~Construct roadway segments in manageable lengths to maintain at least one-way traffic along 44<sup>th</sup> Avenue East from Beginning of Project toward 301 Boulevard.~~
  - iv. ~~Construct roadway improvements along 301 Boulevard including intersection area at 44<sup>th</sup> Avenue East.~~

## **MAINTENANCE OF STORM DRAINAGE SYSTEM**

The Contractor shall be responsible at all times to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide equivalent capacity. Temporary drainage systems should be of adequate size to 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.

## **FINAL STORM SYSTEM CLEANUP**

The Contractor shall televise culverts, clean and remove/dispose all siltation and debris from all proposed storm culverts, structures, swales and ponds. Payment for these items shall be included under the pay item for Mobilization or applicable pay item.

## **POST-CONSTRUCTION STORM PIPE TESTING**

The Contractor shall inspect and televise all newly constructed storm pipes on the project. The purpose is to assure the pipes are properly constructed and do not leak at the joints. Laser profile, Video DVD, and report shall be provided for those pipes whose diameters are equal or smaller than 48 inch, following FDOT Specifications 2013. Payment for this item shall be included under the pay item for Mobilization.

## **SIDEWALKS TO REMAIN OPEN**

Existing sidewalks and proposed sidewalks completed during construction shall remain open at all times unless approved otherwise by the County Representative. Temporary sidewalk may be

required to maintain pedestrian movement. Payment for these items shall be included under the pay item for Maintenance of Traffic.

### **EXISTING SIDEWALK**

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

### **PEDESTRIAN ACCESS**

The Contractor shall provide access and make provisions to maintain school zones during construction. The Contractor is to facilitate pedestrian traffic whether for school or public transportation. Any pedestrian detours needed shall comply with FDOT Design Standards Index 660.

### **RAILROAD CROSSING**

Operations within railroad right-of way shall follow FDOT Standard Specifications for Road and Bridge Construction Dated 2010, or latest revision, section 7-11.5. The Jack & Bore and steel casing shall follow FDOT Standard Specifications for Road and Bridge Construction Dated 2010, or latest revision, section 556.

The Contractor shall contact CSX Road contractor representative before any construction activity occurs within Rail Road right of way. The Contractor shall notify FDOT District Rail Administrator, Arlene G. Barnes, via (863)519-2349 or [Arlene.Barnes@dot.state.fl.us](mailto:Arlene.Barnes@dot.state.fl.us), 48 hours prior to any work concerning installation of new crossing.

### **COORDINATION WITH CSX**

Multiple Construction Agreements (the Agreement) between Manatee County and CSX Transportation, Inc. have been executed and are included in this Bid Package as attachments.

#### **Work by CSX**

CSX shall install a new full width concrete surface railroad crossing, relocate and upgrade existing automatic warning devices and provide flagging and inspection services during roadway and crossing surface work as detailed in the Agreement.

#### **Work by the Contractor**

The Contractor shall perform all related roadway and drainage work, asphalt underlayment and crushed concrete base installation underneath railroad track, maintenance of traffic and detour plans, all sawcut, ~~and~~ asphalt paving and Clean-up as shown on the roadway construction plans and further detailed in the agreement between COUNTY and CSX.

The timeline for the construction of the asphalt underlayment work is provided below as a typical example. The contractor shall coordinate with CSX for the actual schedule.

7:00 a.m. Last train passes.

7:00a to 8:00a CSX forces remove existing track section (160 Ft)

8:00a to 9:00a contractor grades out 160 ft roadbed section with dozer.  
9:00a to 10:30a contractor places and compacts sub-base material.  
10:30a to 12:30p contractor places and rolls asphalt for 160 ft section.  
12:30p 4:30p CSX forces pull in new track panel.

### **Acceptance by the Contractor**

The Contractor and the Contractor's Subcontractors shall be required to sign the "Contractor's Acceptance" form, Schedule I, included in the Agreements, prior to commencing work performed in accordance with the Agreements. By signing the "Contractor's Acceptance", the Contractor agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to the following sections of the Agreement:

**(BIDDERS: See Attachment "M", CSX Construction Agreement which is made a part of the Invitation for Bid #13-1089-OV)**

Section 3 – Special Provisions -  
Section 9 – Insurance  
Section 11 – Indemnification  
Exhibit C – CSXT Special Provisions  
Exhibit F – Insurance Requirements

Payment for these items shall be included under the pay item for Mobilization

### **COORDINATION WITH FPL**

A Construction Agreement (the FPL Agreement) between Manatee County and FPL, Inc. has been executed and are included in this Bid Package. This section of the Manatee County Special Provisions shall be considered to include the FPL Agreement in its entirety as it pertains to the Contractor.

1. Work by FPL
  - a. FPL shall, as part of the FPL Agreement, relocate transmission poles alongside the corridor. This is in addition to the various service poles and other relocations that they may need to perform.
2. Work by the Contractor
  - a. The Contractor shall perform all related roadway work, maintenance of traffic and detour plans and all clearing and grubbing as is needed for FPL to execute the relocation of their transmission poles.
3. Acceptance by the Contractor
  - a. The Contractor and the Contractor's Subcontractors agree to abide by and perform all applicable terms of the FPL Agreement.

### **DUST CONTROL**

The Contractor shall control dust resulting from construction operations at all times. The locations and frequencies of applications shall be as directed by the County Representative. Dust control is required to be in accordance with the FDOT *Standard Specifications* Section 102-5.

Payment for Dust Control shall be made under Mobilization unless separate pay item for Dust Control is specified.

## **UNDERGROUND UTILITY LOCATIONS**

The Contractor shall field verify by means of subsurface locating or other approved method all existing utilities to remain and conditions as may be required for the work area. This shall include all areas of potential conflicts with proposed storm, sanitary, force main and water main. 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 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 County.

The cost of all labor, materials and incidentals required for the performance of any survey and utility location work shall be included under the pay item for Mobilization. A Florida registered land surveyor shall perform all survey work.

## **UTILITY CONFLICTS**

It shall be the Contractor's responsibility to avoid conflicts with other utilities. The County will not be responsible for additional costs incurred by the Contractor for incorrect installations, relocations and breaks due to service conflicts.

## **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 along the project in order 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.

The Contractor shall hold a utility owners meeting every two weeks / or alternate time schedule agreed to by the Owner at 1022 26th Avenue East. 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.

During the design phase of this project the Engineer performed research to obtain the best information available for the existing utilities located within the project limits. The information found from this research has been illustrated on the project plans or provided back to the County

in electronic format on CD. The following information is offered to assist the Contractor in understanding the extent of the utility investigations and coordination.

1. Atlas maps for County owned water and sewer utilities were obtained from the County. The existing water and sewer information from the atlas maps were transferred to the plans.
2. A topographic survey was performed for the project and used to prepare the mapping for the project plans. This topographic survey obtained location information for above ground utilities including fire hydrants, valve box tops, manhole tops, and manhole inverts.
3. Subsurface utility engineering survey was performed at specific locations where the Engineer determined there may be potential utility conflicts. The mast arm pole foundation locations shown on the plans were surveyed to verify these specific locations were clear of any existing underground utilities. Potential utility conflicts between proposed water utility improvements and storm sewer or other existing utilities were evaluated by obtaining field verified horizontal and vertical locations of the existing utilities. The field verified locations of existing utilities are at specific points where the conflicts were shown to occur on the drawings.
4. Utility coordination was provided during the design process with all known utility owners. This included submitting plans to the utility owners at the 30%, 75% and 100% design development phases. Marked plans were received from utility owners showing the disposition of their existing or proposed utilities. This information has been transferred to the Utility Adjustment Plans.
5. One utility coordination meeting was held with the utility owners at the 75% design development phase. Minutes of the utility coordination meeting has been provided to Manatee County on the information CD. The information CD is available for Contractor's review.

## **DAILY CLEAN-UP REQUIREMENTS**

The Contractor shall clean up the job site at the end of each workday. Clean up will include the elimination of rubble and waste material on public and private property. Driveways shall remain accessible by residents. Each Friday, the Contractor shall prepare the road surface and barricades in an acceptable manner for weekend traffic use.

## **RECORD DRAWINGS AND PROJECT CERTIFICATION**

The County Representative will furnish the Contractor copies of the bid plans to be used for the record drawings. A Florida Registered Surveyor 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 County prior to the Work. These results shall be available at all times during construction for reference by the County Representative and shall be delivered to the County Representative upon

completion of the Work. All completed “As-Builts” must be certified by a Florida Licensed Surveyor or Engineer per chapter 61 G 17-6, Florida Administrative Code, pursuant to Sec. 47207, Florida Statutes.

The following information is required on the “Record Drawings”:

The “Record Drawings” shall, at a minimum, include the following:

- A. Roadway centerline profile [100-foot maximum interval]
- B. Roadway cross sections [100-foot maximum interval]
- C. Swale or ditch cross sections [100-foot maximum interval] and at all grade breaks (vertical and horizontal)
- D. Drainage structures including all plan dimensions, structure top and bottom elevations, weir elevations, skimmer dimensions/elevations and culvert invert elevations
- E. Side bank, underdrain filters or exfiltration trenches. Provide dimensions and elevations of all including clean-outs, pipes and connections to other structures.
- F. Flow line on all pipes and ditch breaks.
- G. Stormwater ponds and treatment swales with cross sections [25-foot maximum interval] (sufficient to calculate volumes). Also limits of planted littoral shelves.
- H. Wetland mitigation or restoration areas. Provide cross-sections [50-foot maximum interval], number and location/elevation of all plantings.
- I. All underground piping with elevations and dimensions, changes to piping locations, horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc. Dimensions at these locations shall indicate distance from the centerline of construction.
- J. Field changes of dimensions and details.
- K. Details not on original contract drawings.
- L. Bench marks and elevation datum shall be indicated.
- M. Additional elevations or dimensions as required by the County Representative

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.

Upon completion of the work, four (4) sets of draft “Record Drawings” shall be submitted to the County Representative for review. Such drawings shall accurately show all approved field changes to the original Construction Drawings, including actual locations, dimensions and elevations and shall be subjected to a field review in the presence of the County Representative. The drawings are to be prepared by competent personnel, neatly drafted and certified, signed and sealed by a Florida Registered Surveyor.

The Contractor shall incorporate any comments from the County Representative and shall submit two write-only CD-ROMs (showing changes in AutoCAD format), one set of 24-inch by 36-inch mylar record drawings, and four sets of 24 by 36-inch certified prints with the Surveyor's certification.

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD format (Release 2010 or later) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

In addition, \$150,000 or five percent (whichever is smaller) of the Contract price shall be retained until the County Representative has approved the "Record Drawings". The County Representative will review and approve the "Record Drawings within 30 days unless additional information is required. No final payment shall be made until such time as the "Record Drawings" have been approved and accepted by SWFWMD for Maintenance and Operation Phase Transfer. Unless there is a separate pay item for Record Drawings, payment shall be included as part of the lump sum quantity for Mobilization.

#### **CURE TIME BEFORE THERMOPLASTIC APPLICATION**

The Contractor shall allow minimum 30 days cure time before applying the thermoplastic pavement striping and markings. Necessary re-mobilization for this purpose shall be included under the Pay Item for mobilization. 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.

#### **MAILBOX TEMPORARY REMOVAL**

The Contractor shall remove, store and replace all existing mailboxes within the project right-of-way. This work shall include:

- a. Coordinating with each County Representative or resident regarding removal of the existing mailboxes from the right-of-way.
- b. Working with the Local Postmaster to develop a method of temporary mail service for the period between removal and completion of construction activities.
- c. Storing the mailboxes.
- d. Replacing the mailboxes in the right-of-way.

Payment for mailbox temporary removal, storage and replacement shall be included under the pay item for Mailbox (Furnish & Install).

#### **EXISTING TREES**

All existing trees located within Right-of-way and Easement limits shall remain unless otherwise noted in the construction plans. Extra attention shall be given for oak trees that are to remain when the excavation is close to the trees and cutting of the roots is unavoidable. Any roots over 1-inch diameter shall have clean cut. The Certified Arborist shall be present during any root pruning process. The payment for tree removal shall be included under Clearing and Grubbing pay item.

## **TREE REMOVAL PERMIT**

The Contractor shall obtain all necessary tree permits prior to any tree removal.

## **OTHER PERMITS**

The Contractor shall comply and adhere to conditions stipulated in other project related permits. It is the Contractor's responsibility to request or obtain a listing of available required permits for this project.

## **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 under the pay item for Mobilization.

## **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 for Road and Bridge Construction* 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.

**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 County Representative. 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 Department of Environmental Protection, the Southwest Florida Water Management District, as well as other duly authorized law enforcement officers of the State.

The County Representative will furnish the Contractor A copy of the Permit Document, which shall be posted in a conspicuous location at the work site during the entire period of the work. The permit document shall be readily available at the project site to any duly authorized representative of DEP, SWFWMD or other duly empowered law enforcement agency who may wish to enter the work area for ascertaining compliance with the terms of this permit.

The Contractor shall not remove and/or emplace more material or exceed the limits of construction authorized by the Permit. Any unauthorized deviation from the approved drawings, Specifications and conditions of the permit shall constitute grounds for permit revocation and enforcement action by DEP and/or SWFWMD. Any conflicts between the Permit and construction plans or Specifications shall be pointed out to the County Representative in writing.

The Contractor shall exercise extreme care during construction activities to avoid damaging or adversely affecting the personal or property rights of others.

The Contractor shall assume and accept all responsibility and liability for and agrees to save DEP, SWFWMD and all their employees harmless from all claims of damage arising out of operations conducted pursuant to the permit.

The Contractor shall not violate the Water Quality Standards as specified in Chapter 62-302, 62-4 and 62-25 Florida Administrative Codes, including but not limited to:

62-302.500 Minimum Conditions of All Waters, Times and Places

The Contractor shall not allow the turbidity to exceed 29 Nephelometric Turbidity Units (NTU's) as related to standard candle turbidimeter above background or exceed turbidity limits as dictated by the Department of Environmental Protection (DEP). The Contractor is required to have a functional turbidity meter on the job site at all times along with personnel to operate this meter. Turbidity samples will be taken as directed by the County Representative or his representative.

When a turbidity violation is noted, the Contractor shall be required to implement sampling after corrective actions have been taken. The samples shall be taken in the same manner as routine

monitoring is done. If samples indicate that the water quality standard for turbidity is still being violated, sampling shall continue at two-hour intervals until the samples indicate no violation is present. In no case shall operations resume until a set of samples has been taken which indicates that the water quality standard for turbidity is no longer being violated.

All turbidity monitoring data shall be submitted as soon as possible after collection. The County Representative will allow a maximum of a one-week period for submittal of data which indicates no violations of the standard.

Monitoring data shall normally be submitted within one week of analysis with documents containing the following information as a minimum: (1) permit number; (2) dates of sampling and analysis; (3) a statement describing the methods used in collection, handling, storage and analysis of the samples; (4) a map indicating the sampling locations and (5) a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data.

Monitoring reports shall include, but not be limited to, the following information for each sample that is taken:

- (1) time of day samples taken;
- (2) depth of water body;
- (3) depths of samples;
- (4) antecedent weather conditions;
- (5) tidal stage and direction of flow; and
- (6) wind direction and velocity.

If monitoring reveals apparent violations of the state water quality standard for turbidity, dredging activities shall cease immediately and not resume until corrective measures have been taken, turbidity has returned to acceptable levels, and a compliance inspection by DEP Department personnel has been conducted.

The Contractor shall not disturb any wetland species until after all desirable species have been relocated by others as directed by the County Representative.

The Contractor shall be required to use silt barriers upstream and downstream of the project. Construction of silt barriers shall be in accordance with plans and Specifications.

The Contractor shall use a qualified testing lab to perform the required monitoring as stipulated in the permit conditions. The Contractor shall be required to cooperate with the testing lab performing the monitoring and shall provide adequate space for storage of any testing equipment, which may be needed at the job site.

If the above-mentioned monitoring reveals apparent violations of the State Water Quality Standards for turbidity, construction activities shall cease immediately as directed by the County Representative.

The Contractor shall perform all work in strict accordance with the permit, plans and Specifications. Any violation of or failure by the Contractor to comply with this permit will subject the Contractor to liability for damages caused to the waters or property, including animal, plant and aquatic life of the State, restoration of the waters and property to their former condition, and civil penalties in the amount of ten thousand dollars (\$10,000) for each day for which the violation occurs.

Copies of the DEP License or Exemption and/or a Dredge and Fill permit issued to the County Representative are available to the Contractor upon request by contacting the County Representative.

### **CRUSHED CONCRETE BASE**

Crushed Concrete Base shall follow FDOT Standard Specifications 2007 (rev 8-07) except that the Lime Rock Bearing Ratio (LBR) shall be minimum 150. The layer coefficient of 0.18 with LBR minimum 150 is allowed to calculate the base thickness.

Only FDOT certified piles are acceptable to this project. The producing process certified by FDOT without the actual pile certified is not considered solid enough for the acceptance of the material. The contract shall send the engineer the deliver tickets with FDOT certified pile number, pile location, project name and manufactory contact information shown.

Additional tests and pile inspections will be required for the quality control and the contractor will be responsible for the cost of the initial ten tests and any re-tests when needed. The material will be rejected by the County if the initial test fails. The rejected material shall be completely removed from the project site.

1) Regarding structural number on Crushed Concrete Base, Manatee County to approve SN 0.18 if following criteria is met and maintained:

- A) Limerock Bearing Ratio value of 150 or greater 10" compacted thickness in place.
- B) Gradation conforms to FDOT Specifications 2007 (rev 8-07).
- C) Deleterious materials conform to FDOT Specifications 2007 (rev 8-07).
- D) Delivery ticket indicates FDOT approved source, actual lot allocated to a particular project.
- E) Piles or lots to be inspected by Manatee County representative prior to acceptance.

2) Regarding Limerock Bearing Ratio value:

- A) No Limerock Bearing Ratio value less than 150, with no under tolerance.

3) Regarding source approval:

- A) 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.

4) Regarding deleterious materials:

A) Deleterious material content in addition to the FDOT Specifications 2007 (rev 8-07) 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.

5) Material source inspection:

A) Prior to acceptance of base product, a representative of Manatee County will visit the Producer's location and obtain a sample of the proposed base for the specified project. 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.

6) Import and placement of base product:

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

7) Import and placement of base product:

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

8) Rejection of materials:

A) 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.

9) Compaction of material:

A) In place material should be a minimum of 10" in compacted thickness and achieve 98% of AASHTO T-180 compaction.

## CLARIFICATION OF SPECIFIC LINE ITEMS

Clarification of the County's expectations of work to be performed as it relates to specific line items and/or item No. listed on the Bid Form is included in the FDOT Basis of Estimate Manual version 2012. Where such item number is not available, the description shown herein will prevail.

Line item #R3A, Dewatering and Water Pollution Control for Pond "A", shall include all testing equipments and labor work necessary to dewater the site and discharge the water.

Line item #R16A, 6" Crushed Concrete Base for Rail Road Crossing shall follow CSX Agreements and this Special Provisions. The payment shall include material and all work necessary, such as excavation, back fill, and compaction to install the Crushed Concrete Base.

Line item #R20B, 8" Asphalt Underlayment for Rail Road Crossing shall follow CSX Agreements, Specifications, and this Special Provisions. The payment shall include material and all work necessary, such as excavation, back fill, and compaction, to install Asphalt Underlayment meeting CSX Specifications.

Line item #R21, #R22 and #R23, Type S-1 and S-III Asphalt Concrete shall follow *FDOT Standard Specifications Road and Bridge Construction 2000*, section 331.

Line item #R29, Triple Barrel- 8'x 4' Box Culvert, shall follow *FDOT Standard Specifications Road and Bridge Construction 2007*, section 410.

Line item #R34, #R35, #R36, #R37, #R38, #R39, the drainage structures shall follow *Manatee County Highway, Traffic and Stormwater Standard 2007*.

Line item #R77 and #R78, Curb Types shall follow *Manatee County Highway, Traffic and Stormwater Standard 2007*.

Line item #R90, the contractor shall coordinate with Beall's for the Auto Gate removal and reinstallation.

Line item #R95, the payment shall include all materials and labor work necessary for the wetland creation and enhancement. The quality of wetland mitigation shall meet the requirement of SWFWMD Environmental Resource Permit.

**LIST OF PERMIT DOCUMENTS**

**IFB#13-1089-OV**

**Note: Permits listed below which are a part of the Invitation for Bid #13-1089-OV  
Shall be provided to the successful bidder**

<b>Document Number</b>	<b>Permit Name</b>	<b>Notes</b>
1	Environmental Resource General Const. Permit Permit Number 44020046.000 – SWFWMD (9 pages)	Issued 05/14/2004 This permit has been modified.
2	Environmental Resource General Const. Permit Permit Number 44020046.004 – SWFWMD (9 pages)	Issued 12/17/2009 Expires 12/17/2014
3	Modification of Permit by Short Form Permit Number 44020046.005 – SWFWMD (14 pages)	Expires 05/14/2014
4	ERP General Construction Modification Permit Number 44020046.006	Issued 09/20/2012 Expires 09/20/2017
5	FDOT Connection Permit Traffic Signal, S&PM for Intersection Improvements at 44 <sup>th</sup> Avenue East and 15 <sup>th</sup> Street East Permit Number - Pending	Pending Issuance Notice of Intent Issued 08/16/2012
6	CSX Facility Encroachment Agreement Agreement No. CSX646784	Effective Date 02/03/2011
7	CSX Construction Agreement	
8	CSX Preemption Agreement	
9	FPL Agreement	
10	Water Distribution Utility Permit No. 0133068-960 DSGP Permit No. 0133068-1016DSGP/02	Expires 11/08/2015

**IFB #13-1089-OV**

LIST OF GEOTECHNICAL DOCUMENTS WHICH ARE MADE A  
PART OF THE INVITATION FOR BID #13-1089-OV

1. Soil Report from 1<sup>st</sup> St. E to 15<sup>th</sup> St E.
2. Soil Report from 15<sup>th</sup> St E to 19<sup>th</sup> St E.
3. Soil Report for Signal Poles.

Date: \_\_\_/\_\_\_/\_\_\_

Submittal No. \_\_\_\_\_

**SHOP DRAWING SUBMITTAL COVER SHEET**

(IFB) # [13-1089-OV]

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]

*[Manatee County Shop Drawing Review Stamp goes here. Please leave blank.]*

*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: \_\_\_/\_\_\_/\_\_\_]*

# SAMPLE

Date: 10/26/2011

Submittal

No.

7

## Shop Drawing Submittal Cover Sheet

(IFB) # 13-1089-OV

Project Name: Project Name Goes Here – Group or Phase 3

Specification Title Number: 2620

Specification No.: Part 2, 2.01.A

Page(s): 141

Submittal Description: National Pipe & Plastics Polyethylene PE 3608 DIPS Potable Water Pipe HDPE

### SHOP DRAWING REVIEW

RESPONSE NOT REQUIRED	RESPONSE REQUIRED
<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> NOTE MARKINGS, CONFIRM
<input type="checkbox"/> NOTE MARKINGS	<input type="checkbox"/> NOTE MARKINGS, RESUBMIT
	<input type="checkbox"/> REJECTED, RESUBMIT

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.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_



John Doe  
Project Manager  
Manatee County  
1022 26<sup>th</sup> Ave E.]  
(941) 708-7450]  
(941) 708-7431  
email@email.com

Approval Signature: \_\_\_\_\_ Approved: 10/26/