



MANATEE COUNTY

May 18, 2012

All Interested Bidders:

SUBJECT: Invitation for Bid #12-1094-OV
53rd Avenue East (S.R. 70) @ 15th Street East Intersection Improvements
Manatee County Project No.: 323-6029960

ADDENDUM #1

Bidders are hereby notified that this Addendum shall be acknowledged on page 00300-1 of the Bid Form and made a part of the above named bidding and contract documents. Bids submitted without acknowledgement of the Addendum will be considered incomplete.

The following items are issued to add to, modify, and clarify the bid and contract documents. These items shall have the same force and effect as the original bidding and contract documents, and cost involved shall be included in the bid prices. Bids to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

Bidders Note: The deadline for clarification requests is **May 21, 2012 at 5:00 PM.** Questions received after the date shall not be considered.

Attachment #1 – Attached memorandum dated May 18, 2012 from Alidys Alicea-Monsantos, Engineering Specialist, I, Engineer of Record. (1 Total Page)

Bidders: It is important to note that Manatee County Government is currently receiving competitive bids which are up to 50% lower than the Engineers' Estimate.

Attachment #2 - Memorandum dated May 16, 2012 responding to questions received at the Pre-Bid / Information Conference held on May 10, 2012. (2 Total Pages)

Attachment # 3 – By way of this Addendum # 1 all interested bidders will need to replace the Special Provisions initially provided with the Addendum # 1 (footnoted) Revised Special Provisions(18 Total Pages)

Financial Management Department – Purchasing Division
1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
Phone: 941-708-7527 – Fax: 941-708-7544

LARRY BUSTLE * MICHAEL GALLEN * JOHN R. CHAPPIE * ROBIN DISABATINO * DONNA G. HAYES * CAROL WHITMORE * JOE MCCLASH
District 1 District 2 District 3 District 4 District 5 District 6 District 7

May 18, 2012 / Addendum #1
Invitation for Bid #12-1094-OV
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If you have submitted a bid prior to receiving this addendum, you may request in writing that your original, sealed bid be returned to your firm. All sealed bids received will be opened on the date stated.

END OF ADDENDUM #1

Bids will be received at the **Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205** until **2:00 P.M. on June 6, 2012.**

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa M. Wendel", followed by a horizontal line and a small flourish.

Melissa M. Wendel, CPPO, Purchasing Official
Manatee County Purchasing Division

Ov (Total 21 pages attached)



MANATEE COUNTY FLORIDA

To: All Bidders

From: Alidys Alicea, Engineering Specialist I

Date: May 16, 2012

Subject: IFB# 12-1094OV (53rd Avenue East (S.R. 70) @ 15th Street Intersection Improvements

ADDENDUM #1

The following items are issued to add to, modify, and clarify the bid and contract documents. These items shall have the same force and effect as the original bidding and contract documents, and cost involved shall be included in the bid prices. Bids to be submitted on the specified bid date, shall conform to the additions and revision listed herein.

Question 1: Can contractor work at night for the overlay?

Answer 1: Our office has no objection to work at night. The following note #9 is to read

9. NO WORK, EXCEPT FOR EMERGENCY TYPE, SHALL BE PERFORMED AFTER 7:00 PM AND BEFORE 7:00 AM. FOR ADDITIONAL PROJECT RESTRAINTS, REFER TO SECTION 01310 OF THE SPECIFICATIONS.

Night work is acceptable within Manatee County right of way. FDOT prior approval required (contact FDOT Albert Rosenstein) for Paving, Striping and Mast Arm installation.

Question 2: Will valve and manhole adjustments be needed?

Answer2: Yes, quantities reflect three areas, however sheet 15 of 15 is missing note at station 14+32. It should be noted that if the existing valve and manholes are currently to grade and 1.5" is milled and replaced, no adjustment will be needed. Contractor to be paid for work performed.

Question 3: Does MOT have to be signed and sealed?

Answer 3: Plans include Sign and Sealed MOT for Manatee County right of way. If revised or index 600 series modified, new signed and sealed plans will be required.

Question 4: Can contractor work at night for the mast arm installation?

Anu Weerrasuriya Ph.D. P.E. from HDR Answer 4: The contractor would occupy both County and FDOT R/W during mast arm installation. This is to confirm that FDOT Dist 1 has no objections to night work related to mast arm construction. The only mast arm work we expect the contractor not do at night is the concrete poring for the foundation. This night & day work is typical for mast arm installations.

Engineering Services, Public Works Department
Mailing Address: P. O. Box 1000, Bradenton, FL 34206-1000
Street Address: 1022 26th Avenue East, Bradenton, FL 34208
WEB: www.mymanatee.org * PHONE: 941.708-7462 * FAX: 941.708-7475

To: All Bidders

From: Alidys Alicea, Engineering Specialist I

Date: May 16, 2012

Subject: IFB# 12-1094OV (53rd Avenue East (S.R. 70) @ 15th Street Intersection Improvements)

Keith Slater, Dist 1 Traffic Operations, advised me that the lane closure requirements should be adhered to during MOT along SR 70 stretch. However, heading EB, there's no right-turn lane at the intersection. Therefore, we wouldn't have any lane closure along SR 70 for the mast arm installation. As long as the contractor will not close one of both NB/SB movement on the south leg of the intersection this will no ne an issue.

5. The following note has been added to the Special Prevision:

THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

Do not place thermoplastic traffic stripes and markings on newly constructed final surface courses prior to 30 calendar days after placement of the final surface course. The Engineer may require longer cure periods. 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.

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

GENERAL

This Section amends enhances or otherwise revises the Technical Specifications.

STANDARD SPECIFICATIONS

The standard Specifications to be used for this work shall (Roadway, Signalization, Signage and Pavement Markings) be Division II and III of the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction*, 2010 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 March 2009) 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 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.

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.

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 Owner 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 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.

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 Section 6 of the *Standard Specifications* and these specifications.

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. 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 Owner.
- 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. 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 indicated for 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.

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.

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.

PRIORITY

In any instance where there is an apparent conflict between these technical specifications special provisions and the corresponding terms of the "Standard Specifications", these special provisions followed by these technical specifications shall be controlling.

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.

PROJECT IDENTIFICATION SIGNS

The Contractor shall be responsible for furnishing, installing and maintaining two (2) 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 Owner. 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 Engineer, and other supports as required, at a location mutually agreed by the Engineer and the Contractor.

The identification signs shall not be less than 32 square feet in area. The Contractor shall coordinate with the Owner 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 Owner
- 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 Engineer and Owner.

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 Owner upon completion of the Project unless otherwise directed.

SPECIAL TERMS AND CONDITIONS

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 usage of temporary erosion control features. The plan shall include:

- **Synthetic Bales, Baled hay and straw barriers** 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

The Contractor shall submit to the Engineer for approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work.

The working and shop drawings shall be certified by a Florida licensed Professional Engineer and state that the design is sufficient for the successful completion of the Work. The working drawings and shop drawings shall include, but not be limited to:

- Traffic Control Plan
- Erosion Control Plan

- Shop Drawings as required by FDOT Standard Specifications

Temporary Pavement-(If Required)

Temporary pavement shall consist of a minimum of Optional Base Group 04 and one (1) inch of Type SP structural course (Traffic C) 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.

MAINTENANCE OF TRAFFIC

The Contractor shall provide access to businesses and local residents at all times. 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 these items shall be included under the pay item for Maintenance of Traffic.

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 alternate forms of stormwater removal adequate 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.

THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

Do not place thermoplastic traffic stripes and markings on newly constructed final surface courses prior to 30 calendar days after placement of the final surface course. The Engineer may require longer cure periods. 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.

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 Agreement, prior to commencing work performed in accordance with the Agreement. By signing the "Contractor's Acceptance", the Contractor agrees to abide by and perform all applicable terms of the Agreement.

SIDEWALKS TO REMAIN OPEN

Existing sidewalks and proposed sidewalks completed during construction shall remain open at all times unless approved otherwise by the Engineer. 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.

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 Engineer. 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 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 under the pay item for Mobilization. A Florida registered land surveyor shall perform all survey work.

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.

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 (10 feet for voltage up to 50 kv, 15 feet for voltage over 50 to 200 kv, and 20 feet for voltage over 200 to 350 kv, etc.) following new OSHA criteria.

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.

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 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.

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 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.

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 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 award or its intent for the County to review. The submittal shall meet the following requirements:

- 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.

A copy of the schedule, clearly showing progress made, shall be submitted on a monthly basis during the progress of the work. 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.

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.

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 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. The Owner will coordinate with the Contractor to identify possible storage sites.

CONSTRUCTION PHOTOGRAPHY

General

The Contractor shall employ a competent photographer to take construction record photographs and perform videotaping, including providing all labor, materials, equipment and incidentals necessary to obtain photographs and/or videotapes of all areas specified in the Contract specifications.

The word "Photograph" includes standard photographic methods involving negatives, prints and slides and it also includes digital photographic methods involving computer technology items such as 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 videotape 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 Photographs

Provide photographs of the entire work area prior to any construction for the purpose of records of conditions prior to construction. Photographs should be spaced at approximately 100-foot intervals. In addition, all special features shall be photographed prior to construction.

Provide three prints of each standard photograph to the Owner. In addition to the CD-ROM media, provide one print of each digital/digitized photograph to the Owner.

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

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.

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 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 at each period of photography for instructions concerning views required.

The Contractor shall deliver prints in conformance with the above requirements to the Owner. No construction shall begin until pre-construction photographs are completed and submitted to the Owner.

Negatives

The Contractor shall require that photographer maintain negatives for a period of two years from date of Substantial Completion of the Project. Negatives shall be conveyed to Owner at the end of the two-year period.

Photographer shall agree to furnish additional prints to Owner 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.

Videotape Recording

Videotaping may be used in lieu of construction photographs.

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

The taping 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 taping 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 tapes for easy location identifications. If visible, house numbers shall be mentioned on the audio.

Two complete sets of videotapes 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 videotapes shall contain the name of the project, the date and time of the videotaping, 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.

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

ADDENDUM #1

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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.

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 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.

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 Owner 48 hours in advance.

EXISTING SIDEWALK

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.

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.

RECORD DRAWINGS AND PROJECT CERTIFICATION

This section and number of copies applies only to roadway (including signalization) and drainage record drawings.

The Owner and/or Engineer 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 Engineer and shall be delivered to the Engineer 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. At a minimum all Utility Record Drawings shall be in accordance with Manatee County Standards.

The following information is required on the "Record Drawings":

- A. Roadway centerline profile [100-foot maximum interval].
- B. Roadway cross sections [100-foot maximum interval].
- C. Field changes of dimensions and details.
- D. Details not on original contract drawings.
- E. Benchmarks and elevation datum shall be indicated.
- F. Additional elevations or dimensions as required by the Engineer

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 Owner 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 subject to a field review in the presence of the Engineer or his designated representative. The drawings are to be prepared by competent personnel, neatly drafted and certified, signed and sealed by a Florida Registered Surveyor.

Upon completion of the work three (3) sets of Record Drawings and one compact disk of Record Drawings in Adobe and AutoCAD format to the Manatee County Traffic Engineering Division (Attn: Mr. Vishal S. Kakkad, P.E., PTOE) at 2101 47th Terrace East Bradenton, FL 34203. Record Drawings must be delivered to the county at least two (2) business days prior to scheduling the final inspection.

The Contractor shall incorporate any comments from the Owner and/or Engineer and shall submit two write-only CD-ROMs, one set of 24-inch by 36-inch mylar record drawings and four sets of 24-inch 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 2004 or later, but no later than 2010) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

In addition, \$25,000 or five percent (whichever is smaller) of the Contract price shall be retained until the Owner has approved the "Record Drawings". The Owner and/or Engineer 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.

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

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 Project Manager before the start of the work. No payment shall be made for work completed without written authorization from the Owner or Engineer.

Method of Measurement and Basis of Payment

Payment for authorized work shall be on a lump sum basis.

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 ONE PER 200 LF |
| | FIELD DENSITY | AASHTO T-180 | PER PLANS | |
| SUBGRADE UNCLEAR NEW CURB | MAXIMUM DENSITY OPTIMUM MOISTURE | AASHTO T-180 | N/A | PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF |
| | FIELD DENSITY | AASHTO T-180 | PER PLANS | |
| CONCRETE | COMPRESSIVE STRENGTH (THREE CYLINDERS/TEST) | AASHTO T-23 AND AASHTO T-119 | PER SPECS | PER SPECS/MIN. OF ONE SET/DAY FOR POURS BETWEEN 10 & 50 CY |
| | SLUMP, AIR CONTENT | AASHTO T-22 AND AASHTO T-180 | PER SPECS | ADDITIONAL SET FOR EACH 50 CY DAILY OR 1 PER 50 CY MAX |
| ASPHALT | MATERIAL QUALITY GRADATION, STABILITY BITUMEN CONTENT | FLORIDA D.O.T. | PER SPECS | PER SPECS DAILY OR 1 PER 50 CY MAX |



MANATEE COUNTY FLORIDA

Date: May 18, 2012

To: All Bidders

Subject: 53rd Avenue East (S.R.70)@ 15th Street East, County Project No. 323-6029960, W.D. No.09.030

The "construction cost estimate" for the proposed 53rd Avenue East (S.R.70) @ 15th Street East Project is **\$ 128,953.47**, One hundred twenty eight thousand nine hundred fifty three dollars and forty seven cents.

This construction cost estimate was determined on April 24, 2012. The construction cost estimate is based on the original specifications and drawings issued. Changes to the specifications subsequent to the original documents by addenda to this bid may not be accounted for in this construction cost estimate.

Sincerely,

Chris Mowbray, P.E.
Highway Engineering Division Manager

S:\PWD_Engineering_Share\Util Eng Design\Proj\~WTR LINE Proj\Bayshore Area Water Distr Imprv\59th_60th_64th_68th
Remix\DOCS\Ltr to Bidders\Bayshore022312.doc

1022 26th Avenue East, Bradenton FL 34208 * PHONE: (941) 708-7450 * FAX: (941) 708-7475
Manatee County Public Works Department/Infrastructure Engineering Division * www.mymanatee.org

LARRY BUSTLE * MICHAEL GALLEN * JOHN R. CHAPPIE * ROBIN DISABATINO * DONNA HAYES * CAROL WHITMORE * JOE MCCLASH
District 1 District 2 District 3 District 4 District 5 District 6 District 7