

# MEMORANDUM

To: All Interested Bidders

Date: July 26, 2017

Subject: IFB17-1516OV, 12<sup>th</sup> Street East Sidewalk from 57<sup>th</sup>  
Avenue East to 61<sup>st</sup> Avenue East, Bradenton, FL  
(Project No. 375-6059560)  
**Addendum No. 1**



**Bidders are hereby notified to acknowledge this Addendum No. 1 on page 1 of the Bid Form and made a part of the above named bidding and contract documents. Bid 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 document, 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.

The deadline of **July 18, 2017 at 5:00 pm** to submit all inquiries concerning interpretation, clarification or additional information pertaining to this bid has expired.

Below questions and clarification requests were received at the Information Conference which was held on July 11, 2017 and via email through the deadline period of July 18, 2017 at 5:00 pm.

**Q1.** Reference Specifications, Section "D", INSURANCE AND BOND REQUIREMENTS, page 2, why is Installation Floater and Builder's Risk Insurance required for this job. Please review and delete this requirement.

**R2.** This requirement has been reviewed by Risk Management and remains unchanged. Installation Floater and Builder's Risk Insurance shall be required for this project.

**Q2.** Reference Specifications, Special Provisions, page 4, PROJECT SCHEDULE, first paragraph, first sentence, we have just enough time to prepare a bid for this project and should not be burdened with submitting a preliminary schedule with our bid, this requirement needs to be deleted. A preliminary schedule at this time is an unnecessary exercise and costs time and money to prepare.

**R2.** Special Provisions dated June 15, 2017, page 4, PROJECT SCHEDULE: **Remove:** "The Contractor shall submit a preliminary construction schedule with the bid. The preliminary schedule shall show major work items and any phases the Contractor proposes. The schedule will show duration of work items and phases." Revised Special Provisions dated July 25, 2017 is made a part of this Addendum 1.

Financial Management Department  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Phone number: (941) 749-3014

Q3. Reference bid form, bid Line No. 12, Type D Modified (Steel Included), the unit of measure, CY, why, shouldn't the unit of measure be linear foot?

**R3. This is a 4' tall (2.5' exposed) type D modified curb acting as a gravity wall. Please refer to sheets 9 and 10 for linear footage and sheet 25 for details. Per FDOT's BOE, the unit of measure is to be in CY, as this is more of a gravity wall than a curb**

Q4. Reference bid form, bid Line No. 43, Replace Water Service Saddle, is this really what the County wants to do? It will require shutting down the water main each time to remove and replace the service saddle. Please review.

**R4. Yes, the County requires a price to replace saddles found to be in poor condition. The Contractor shall coordinate his work with the County staff to minimize the number of waterline shutdowns and time that customer service is disrupted.**

Q5. Reference specifications, Special Provisions, page 9, POST CONSTRUCTION STORM PIPE TESTING, last sentence, do you really want the cost for this scope of work to be paid from Mobilization, why not just make a separate bid item for storm pipe testing?

**R5. The "POST CONSTRUCTION STORM PIPE TESTING" is to be paid from Mobilization as stated in the Special Provisions. If a separate bid pay item were created, then we would have to develop additional specifications.**

Q6. Reference bid form, Line No. 39, Existing Fence to be Removed and Relocated, this bid item description is deceiving and contradicts the Special Conditions of the specifications, page 19, Line Item #39, where we are instructed to install new fence, please revise bid item description.

**R6. Line item No. 39 from Summary of Pay Items shall remain and the Special Provisions will be revised as follows: Existing fences within Right Of Way (ROW) to be removed and reinstalled in private property. The contractor shall coordinate with the property owner for the new location of the fences outside of ROW.**

Q7. With regard to Item One above, it would be helpful if the County would describe what type of fence material is to be furnished and provide specifications for this work.

**R7. Presuming item one above is actually Q6, the contractor shall remove existing fences within ROW and reinstall same fences on private property outside of ROW as coordinated with property owner.**

Q8. Reference plan sheet UAS-1, Note 10, if FPL poles have to be relocated who is responsible for the costs?

**R8. The Contractor shall coordinate his work with FPL as necessary to install utility facilities at no additional cost to the County for such coordination. It is anticipated that the location of some utility facilities may need to be field adjusted by the Contractor to accommodate some existing FPL poles and / or anchors, at no additional cost to the County, however, if any FPL poles need to be replaced, the Contractor will NOT be responsible for the costs to relocate FPL poles.**

**Q9. Reference specifications Section 01150, MEASUREMENT AND PAYMENT, page 29/66, BID ITEM U-1, REPLACE WATER SERVICE FROM SADDLE TO METER BOX, the description of this bid item and the way the work is described in this paragraph, leads us to believe a new corporation stop should be part of this work, but there is no reference to a new corporation stop included in the materials scope. Please confirm a new corporation stop will not be required. Be mindful, that if a new corporation stop is required the existing 18-inch main will have to be shut down each time one is replaced.**

**R9. Since most services are decades old, it is anticipated that corporation stops will need to be replaced. The Contractor shall price his bid for pay item U-1, Replace Water Service from Saddle to Meter Box to include new corporation stops. The Contractor shall coordinate his work with County Staff to minimize the number of shutdowns of the water main and include all costs related to shutdowns in bid items.**

**Q10. Reference bid form, Bid Item U-3, REPLACE WATER SERVICE SADDLE, are these saddles part of Bid Item U-1, where the Contractor excavates exposes and inspects the existing saddle and if it is determined the saddle needs to be replaced, then this item will cover the cost?**

**R10. Yes, if a service saddle needs to be replaced, then pay item U-3 Replace Water Service Saddle, shall cover the cost.**

**Q11. Reference bid form, Bid Item U-6, Replace Existing Meter Box With Locking Lid Meter Box, please provide a manufacturer and model number for the locking lid meter box.**

**R11. For Locking Lid Meter Boxes, use Ford Meter Box Company (Wabash, IN) Part No. IRON-SET-95602-002. Dean Gunderman at Ford Telephone: 260-563-3171 is the contact. In his absence, Mark Johnson may be contacted at 813-833-3169. Phone numbers have been verified.**

**Q12. Reference specifications Section 01150, MEASUREMENT AND PAYMENT, page 31/66, BID ITEM U-7, RELOCATE FIRE HYDRANT ASSEMBLY, this paragraph tells us to remove the existing valve and install a repair sleeve or restrained DI plug, if we have to remove the valve and install a repair sleeve then the 18-inch water main will have to be shut down, and the only way to install a restrained DI Plug is to install it at the existing valve after the valve has been shut down. Which method are we to bid, install a repair sleeve or DI Plug? Please clarify.**

**R12. Pay Item U-7, Relocate Fire Hydrant Assembly shall include the cost to remove the valve at the main and install a repair sleeve, assuming the existing hydrant lead is connected to the existing water main with a tapping saddle which must be removed. If the existing hydrant is connected to a tee, then a ductile iron restrained plug shall be inserted into the tee at no additional cost to the County. All costs related to shutdown(s) of the water main shall be included in pay items.**

Q13. With regard to Item 7 above, will Manatee County make the 6-inch wet tap for the hydrant being relocated? If so, what will that cost be to the Contractor?

**R13. Manatee County will make the 6 inch wet tap for the hydrant relocation. There will be no cost to the Contractor for the County to make the wet tap.**

Q14. Reference plan sheet 15, Cross Section at Station 12+00, this section shows a wood power pole to be relocated, Greg Coker with FPL is not aware of any poles that have to be relocated, who pays for this if it has to be done?

**R14. It appears that no FPL poles will need to be relocated to construct proposed County utilities. However, minor field adjustment (i.e.), for meter box locations may be necessary to suit field conditions. If any poles need to be relocated, the Contractor is required to coordinate his work with the pole owner(s) at no additional cost to the County. The actual costs to relocate the pole(s) is the responsibility of the pole owner(s).**

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.

**Bids will be received at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 August 4, 2017 at 3:00 PM**

Sincerely yours,

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

OV  
(Revised Special Provisions dated July 25, 2017, 22 pages attached)

## SPECIAL PROVISIONS

July 25, 2017

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COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
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## **SPECIAL PROVISIONS**

### **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*, 2016 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 2016).

The Contractor's work shall follow the Manatee County Public Works Utility Standards and Specifications (dated June 2015) for all utility work, Bid Form pay items 41 thru 44.

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

### **PRIORITY**

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

### **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 and/or its agents. Costs for such job mix formulation will be paid by the Contractor directly to the assigned laboratory.

- c. **Job Mix Formula for Portland Cement Concrete:** 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 County.

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

Testing shall also be in accordance with the applicable portions of the *FDOT Standard Specifications* and 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 Form Completion - the blank spaces in the bid 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.

## **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 Special Provisions.

## **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.

## **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.

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 SCHEDULE**

The Contractor shall submit a detailed Critical Path Method (CPM) construction 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 CPM 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.

The Contractor shall provide a revised CPM 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 CPM 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 CPM schedule. The cost to prepare and revise the schedule is considered incidental to the Work.

### **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.



# 12<sup>TH</sup> ST. EAST SIDEWALK FROM 57<sup>TH</sup> AVE. EAST TO 61<sup>ST</sup> AVE EAST

## Board of County Commissioners BETSY BENAC CHAIRMAN

STEPHEN R. JONSSON

CHARLES B. SMITH

CAROL WHITMORE

VANESSA BAUGH

ROBIN DiSABATINO

PRISCILLA WHISENANT TRACE

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 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, and FDOT Specifications Section 104.
- **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 Specifications Section 104.

## **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 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 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

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 Chris Mowbray, P.E. 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 time when 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, such as plastic/organic soil, rock, hard plane, debris and trash, within project limit, following FDOT Design Standard Index 500, latest version. Payment for subsoil excavation shall be included in the subsoil excavation pay items.

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

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

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

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

### **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**

The Contractor shall provide access to local businesses and residents at all times. No road closures will be allowed between the hours of 8AM to 6PM. Temporary by-pass lanes may be constructed at all tie-in locations during the MOT phasing. The payment for temporary by-pass lanes shall be included in Maintenance of Traffic. 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.

Temporary pavement marking shall be paid under Maintenance of Traffic. Temporary Striping and Marking during 30 day cure time of the asphalt shall be part of the pay item for Maintenance of Traffic, in accordance with Section 102-1, FDOT Specifications 2015.

The Contractor shall prepare a Maintenance of Traffic plan and submit it to the Project Manager for review prior to implementation. It must 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. 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. No road closures will be allowed without approval from the Project Manager.

#### **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 for new storm systems.

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

The Contractor shall inspect and televise all newly constructed storm pipes on the project. Video DVD and report shall be provided for those pipes whose diameters are equal or smaller than 48 in, with Laser profile data included for non-RCP pipes, following FDOT Specifications latest version. The purpose is to assure the pipes are properly constructed and do not leak at the joints. Payment for this item shall be included 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 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.

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.

#### **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 existing underground utility locations by means of subsurface locating or other approved method. All existing utilities shall remain unless otherwise noted on the plans. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before ordering any proposed structures. The Contractor shall contact and coordinate with "Sunshine State One Call 811" as well as the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All utility coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the Owner.

The cost of all labor, materials and incidentals required for the performance of any survey and utility location work shall be included 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.

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.

### **UTILITY CONFLICTS**

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

The contractor's equipment shall maintain a minimum clearance distance to the power line (10 feet for voltage up to 50kv, 15 feet for voltage over 50kv to 200kv, 20 feet for voltage over 200kv to 350kv, 25 feet for voltage over 350kv to 500kv, 35 feet for voltage over 500kv to 750kv, 45 feet



for voltage over 750kv to 1,000kv.), following new OSHA Rule (29 CFR Part 1926) and FDOT Roadway Design Bulletin 11-03 DCE Memorandum 02-11.

### **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.

## **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 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.

### **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.

## **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.

## **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.

## **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.

## **RECORD DRAWINGS AND PROJECT CERTIFICATION**

The County 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. All Record Drawings shall be in accordance with current Manatee County Standards.

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. 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.

- D. Elevations on all drainage control structures, verifying all plan dimensions.
- E. Stormwater ponds with cross sections [25-foot maximum interval] (sufficient to calculate volumes).
- F. Flow line elevations on all ditch breaks (vertical and horizontal).
- G. Field changes of dimensions and details.
- H. Details not on original contract drawings.
- I. Equipment and piping relocations.
- J. The locations of all headwalls, pipes and any other structures shall be located by station and offset.
- K. Benchmarks and elevation datum shall be indicated.
- L. Additional elevations or dimensions as required by the Engineer
- 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 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.

The Contractor shall incorporate any comments from the Owner and/or Engineer and shall submit two write-only CD-ROMs, one set of 11-inch by 17-inch mylar record drawings and four sets of 11-inch by 17-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.

## **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. 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.

## **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 2016. Where such item number is not available, the description shows herein will prevail.

Line item #8, Regular Excavation; the quantity shall be "in place" value.

Line item # 9, Subsoil Excavation shall include the removal of any unsuitable material such as muck and organic materials, plastic soils, trash, rock fragments and dense soil, etc. The quantity to be paid shall be "in place" value.

Line item # 10, Embankment; the quantity shall be "in place" value.

Line item # 11, 3" Type S-III Asphalt, shall follow *FDOT Standard Specifications Road and Bridge Construction* 2000, section 337.

Line Item # 12, Type D Modify, steel shall be included in the unit cost. Contractor shall submit structure detail showing the rebar during shop drawing review.

Line Item # 13, Drop Inlet, shall follow Manatee County Standards 202.1, 202.3, 202.5, 203.2.

Line Item # 14, Junction Box, shall follow Manatee County Standards 202.1, 202.3, 202.5, 203.2

Line Item # 15, Inlets, Curbs, with windows, shall follow Manatee County Standards 202.1, 202.2, 202.3, 202.5, 203.2.

Line Item # 19, Modify type C Inlet with trench drain, steel shall be included in the unit cost. Contractor shall submit drainage structure detail showing the rebar during shop drawing review.

Line Item # 20, Modify ditch bottom Inlet, steel shall be included in the unit cost. Contractor shall submit drainage structure detail showing the rebar during shop drawing review.



Line Items # 27, # 28, #29 and # 30, all pipes lengths shown on plan view and quantity sheet are measured to the end of MES. Refer to Manatee County Standards 2016, 102.1 MES detail to subtract F value from the pipe length. Contractor shall be paid for pipes installed in place.

Line items #32, Pipe Handrail Guiderail, Aluminum, please follow FDOT Design Standards 2016, Index 282 sheets 1 of 3.

Line Item # 34, Type Miami Curb & Gutter, shall follow Manatee County's Highway, Traffic & Stormwater Standards 2015. The payment of new curbs shall include the removal of existing curb & gutter.

Line Item # 35, 4" concrete sidewalk (Incl. detectable warning truncated dome), shall follow Manatee County's Highway, Traffic & Stormwater Standards dated 2016. The payment shall include ramp. The payment of new sidewalk, shall include the removal of existing sidewalk.

Line Item # 36, 6" concrete sidewalk, reinforced driveway (Incl. 6" x 6" #10 wire woven mesh), shall follow Manatee County's Highway, Traffic & Stormwater Standards dated 2016. The payment shall include reinforcement, ramp. The payment of new driveways shall include the removal of existing concrete driveways. Proposed sidewalk with handrail please follow FDOT Design Standards 2016 Index 870 sheet 5 of 5 (Typical section on concrete sidewalk).

Line items #38, Rip Rap, Please follow FDOT Design Standards 2016, Index 282 sheets 2 of 3.

**Line Item # 39, (Revised 7-25-2017) – Existing Fences within ROW to be removed and reinstalled in private property. The contractor shall coordinate with the property owner for the new location of the fences outside of ROW.**

Line items #49, Sign Relocation the Contractor shall coordinate with Manatee County Transit Utility and traffic Department for the new location of the signs.

## **CONTRACT CONTINGENCY**

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

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

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

## SHOP DRAWING SUBMITTAL COVER SHEET

(IFB) # [Insert IFB Number]

Project Name: [Insert Full Project Name]

Project File No.: [Insert Project Number]

Specification Title Number: [Insert Section No.]

Specification No.: Part [Insert Part

No.], [Insert Item No.]

Page(s): [Insert Page No.]

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

SHOP DRAWING REVIEW	
<b>RESPONSE NOT REQUIRED</b>	<b>RESPONSE REQUIRED</b>
<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: \_\_\_\_\_

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