

January 15, 2016

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
ADDENDUM NO. 2 / IFB Y16-730-EB

Bid Opening Date: February 9, 2016

LAKE DOWN SUB BASIN 9 SECOND GENERATION BAFFLE BOX

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~striketrough~~.

- A. The purpose of this Addendum is to delete in its entirety ~~Part G – Supplemental Conditions – Pages 1 through 17~~ and incorporate, and make a part of this document the attached Revised Part G – Supplemental Conditions and Special Provisions – Pages 1 through 24.
- B. **All other terms, conditions and specifications remain the same.**
- C. **1. The Proposer shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of proposals.**

2. Receipt acknowledged by:

_____ **Authorized Signature** _____ **Date Signed**

_____ **Title**

_____ **Name of Firm**

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

ARTICLE 1 – CONTRACT

GENERAL CONDITION, PART F, ARTICLE 1, CONTRACT, is appended as follows:

All specifications, drawings and copies thereof furnished by the COUNTY shall remain the property of the COUNTY. They shall not be used on another project and, with the exception of those sets, which have been signed in connection with execution of the Agreement, shall be returned to the COUNTY upon completion of the project.

Duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warrants, guarantees and obligations imposed upon the CONTRACTOR and the rights and remedies available to the COUNTY thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of Contract Documents.

This is a Unit Price Contract, and the base bid is the sum of all pay item totals. The COUNTY reserves the right to correct errors in the pay item totals arising from incorrect extensions. See Part C, Paragraph 4, "Bid Errors".

ARTICLE 2 - DEFINITIONS

GENERAL CONDITION, PART F, ARTICLE 2, DEFINITIONS, "**Specifications**", is appended as follows:

"**Specifications**" or "**Standard Specifications**" shall mean the 2015 edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, and supplements thereto (unless otherwise noted), and the Orange County Road Construction Specifications latest edition as specified in the contract and/or contract documents and modified herein. In the event of a conflict between the FDOT Standard Specifications and the General Conditions or Supplemental Conditions provided in the Contract Documents, the Contract Documents shall prevail.

When reference is made to a Division, Section, or Article, it shall mean a Division, Section, or Article of said "**Specifications**" or "**Orange County Road Construction Specifications**", but shall not be construed to include the Division, Section or Article in its entirety unless so directed by the ENGINEER.

Each reference to Basis of Payment in said "**Specifications**" is superseded by the conditions contained in the Technical Provisions and all other conditions related to Basis of Payment contained in these specifications, unless otherwise directed by the Engineer.

GENERAL CONDITION, PART F, ARTICLE 2, DEFINITIONS, "**Project Manager**", is appended as follows:

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

When references are made to PROJECT MANAGER, other terms that may be substituted / used are PROJECT ENGINEER, ENGINEER, PROJECT ADMINISTRATOR, and RESIDENT PROJECT REPRESENTATIVE.

ARTICLE 3 – NO ASSIGNMENT OF CONTRACT

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 4 – QUALIFICATIONS OF SUBCONTRACTORS AND SUPPLIERS

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 5 – STARTING THE WORK

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 6 – INTERPRETATION AND INTENT OF THE CONTRACT DOCUMENTS

GENERAL CONDITION, PART F, ARTICLE 6, INTERPRETATION AND INTENT OF THE CONSTRUCTION DOCUMENTS, is appended as follows:

The project shall be constructed in accordance with these Supplemental Conditions, Special Provisions and the Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction," 2015 edition, the "Supplemental Specifications for Road and Bridge Construction," 2015 edition, and the "Orange County Road Construction Specifications," latest edition, hereafter referred to as the "Specifications".

Wherever the terms "APPROVE", "APPROVED", "APPROVAL", "ACCEPT", "ACCEPTED", "ACCEPTANCE" or other derivations of these terms are used within these specification or references therein in the context of actions to be taken by the COUNTY or its representatives with respect to submittals made by, or work performed by the CONTRACTOR, they shall mean that the COUNTY or its representative finds no exception with the submittal or the work provided/performed by the CONTRACTOR. Acceptance or approval by the COUNTY or its representative shall NOT relieve the CONTRACTOR of any responsibility for conformance to the intent of the plans and specifications, for the accuracy of dimensions and details, for conformity of dimensions and details, or for adherence to generally accepted engineering and construction practices.

ARTICLE 7 – REFERENCE POINTS

GENERAL CONDITION, PART F, ARTICLE 7, REFERENCE POINTS, "Reference Points" is appended as follows:

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

General: The CONTRACTOR shall employ a Professional Surveyor and Mapper (PSM), registered in the State of Florida and satisfactory to the COUNTY, to lay out the work for bench marks, points and lines noted on the Contract Documents, established at the site, or supplied by the COUNTY. The CONTRACTOR shall provide to the COUNTY at the pre-construction conference, the name of the Professional Surveyor and Mapper to perform Project survey work. All work of every description shall be laid out and checked by the CONTRACTOR who will be held solely responsible for its correctness.

Work may be checked by the PROJECT MANAGER and, in the event of a discrepancy, the PROJECT MANAGER'S decision shall be final.

No special compensation will be made to the CONTRACTOR to defray costs of surveys and measurements, but such costs shall be considered as having been included in the price stipulated for all items of work to be done under this contract.

Prior to the beginning of any construction the CONTRACTOR shall submit to the COUNTY a set of field notes verifying that the existing benchmark elevations are relative to at least two reference benchmarks shown on the construction plans. The CONTRACTOR shall also verify ties from project control points to reference points as shown on the construction plans. A set of field notes for all additional benchmark and reference point ties shall be submitted to the PROJECT MANAGER. All submittals shall be signed and sealed by a Professional Surveyor and Mapper registered in the State of Florida.

Within twenty-one (21) calendar days after receiving the Notice to Proceed, the CONTRACTOR shall have a licensed Professional Surveyor and Mapper establish in the field the proposed roadway centerline, right-of-way and construction easements using wooden 1" X 4" X 4'0" stakes at a maximum spacing of 100 feet. Stations shall be marked on each stake and shall be of sufficient size and clarity that they can be easily read by the unaided eye at a distance of 150 feet. Right-of-way and construction easement staking shall be maintained by the CONTRACTOR throughout construction. No invoice for payment will be processed until the right-of-way has been staked to the satisfaction of the ENGINEER. Payment is included in the price for bid item number 101-1 "Mobilization". The CONTRACTOR shall pay all expenses in connection with this work.

All survey work shall comply with Chapter 5J-17 Standards of Practice, Florida Administrative Code (F.A.C.), regarding minimum technical standards for land surveying in the State of Florida.

The CONTRACTOR shall perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items.

When performing utility construction as part of the project, the CONTRACTOR will establish all horizontal and vertical controls necessary to carry out such work.

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

Specific Staking Requirements: When performing new base construction as part of the project, the CONTRACTOR shall set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves. The CONTRACTOR shall set grade stakes at locations that the Engineer directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.

For bridge construction stakes and other control, the CONTRACTOR shall set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the plans.

For projects where the plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), the CONTRACTOR shall provide only such stakes as necessary for horizontal and vertical control of work items.

For resurfacing and resurfacing-widening type projects, the CONTRACTOR shall establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.

The CONTRACTOR shall establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, the CONTRACTOR shall establish these points in the same manner as used for horizontal control of paving operations. The CONTRACTOR shall mark the pavement with white paint. If performing striping, the PROJECT MANAGER may approve an alternate method for layout of striping provided that the CONTRACTOR achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.

For projects that include temporary or permanent striping of "no passing zones", the CONTRACTOR shall provide the location and length of these zones as shown in the plans, except projects where the vertical or horizontal alignment is new or altered from the preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the COUNTY will provide the location and length of the "no passing zones" during construction. For these projects, the CONTRACTOR shall notify the PROJECT MANAGER not less than 21 calendar days prior to beginning striping.

Benchmarks: During construction the CONTRACTOR shall provide a Control Point Metal Disk set in concrete (e.g. in headwalls, back of sidewalks, back of inlets, etc.) at the beginning and end of the project and at a maximum of 1100 feet between existing or established benchmarks along the project alignment – (see attached disc requirements). The CONTRACTOR'S Professional Surveyor and Mapper (PSM) shall conduct a three wire leveling run (closed loop) through the benchmarks based on Orange County Datum NAVD88 (or other datum as specified on the Engineering plans). The level work will be performed to Second Order, Class II standards (or better) and the maximum allowable error will be no more than 8

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

mm times the square root of “K”, where “K” is the total distance in kilometers. This is also approximately equivalent to 0.035 feet times the square root of “K”, where “K” is the total distance in miles. The level run will be performed with a geodetic automatic level or better whose three wires will be read to 0.001 meters or 0.001 feet. Invar rods are preferred but not required. Digital automatic levels with associated bar code rods are also acceptable. Prior to the issuance of final completion, the CONTRACTOR shall submit a copy of the field notes certified by the PSM to the PROJECT MANAGER. Benchmark elevations shall be expressed in English units.

Orange County survey monuments shall be aluminum or brass stamped as shown on the attached sketch. The contractor shall procure the monuments from any commercial supplier of survey monuments. The contractor is advised that the County obtains its monuments from Berntsen International, Inc.; www.berntsen.com Berntsen disc no. C35D-(3-1/2" domed) Logo no. B9119 (800-356-7388).



Control Points: At the end of construction, all permanent control points as shown on the construction plans survey control sheet shall be set along the centerline of construction. Permanent control points that fall on a hard surface such as pavement or concrete shall be set as p.k. nails and discs or other form of monumentation that is both durable and identifiable and must be approved by the County Surveyor or authorized agent. All others shall be 4” x 4” concrete monuments having a minimum of 24” in length. All points shall be marked with a cap or disk bearing the surveyor’s registration number or licensed business number.

Property Corners: Property corners shall be set at intersections of right-of-way lines and property lines (at all corners that have been destroyed during construction for all Orange County construction projects). Monumentation meeting the requirements described above under “Control Points” shall be set at all breaks in right-of-way lines, P.C.’s, P.T.’s, curve intersections and at least every 1,000 feet along the right-of-way line and shall bear the registration number of the surveyor or licensed business number.

Public Land Corners: All public land corners within the limits of construction shall be protected. If a corner monument is in danger of being destroyed or disturbed, the

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

CONTRACTOR shall notify the PROJECT MANAGER, and the COUNTY SURVEYOR, without delay, by telephone. The CONTRACTOR shall provide written follow-up confirmation within forty-eight (48) hours of telephone notification. In the event that a land corner is disturbed or damaged it will be reset with a 4" x 4" concrete monument, which shall be protected in a cast iron valve box, if in pavement.

Prior to the issuance of final completion, the CONTRACTOR shall submit certified corner records, prepared by a Professional Surveyor and Mapper, for all altered, reset and/or relocated public land corners to the Florida Department of Environmental Protection, Bureau of Survey and Mapping, in accordance with the requirements of Chapter 177.507 of the Florida Statutes. A certified copy shall also be provided to the PROJECT MANAGER. Furthermore, the Professional Surveyor and Mapper will note on the AS-BUILT PLANS the location of all corners set or found and submit copies of all field notes to the County Surveyor or his/her agent.

National Geodetic Survey (N.G.S.) / United States Coast & Geodetic Survey (U.S.C. & G.S.) Monuments: The CONTRACTOR shall immediately notify the PROJECT MANAGER of any N.G.S. / U.S.C. & G.S. monuments which may be in danger of being disturbed. For instructions on how to relocate any N.G.S. monuments the CONTRACTOR shall notify in writing:

State Geodetic Advisor
Bureau of Surveying and Mapping
3900 Commonwealth Blvd., Suite 105
Tallahassee, FL 32399-3000
Phone: (850) 245-2606
Fax: (850) 245-2645

Orange County Surveyor
Engineering Division, Public Works Dept
4200 S. John Young Parkway
Orlando, FL 32839-9205
Phone: (407) 836-7941
Fax: (407) 836-8024

The CONTRACTOR shall bear all costs of establishing, relocating or re-establishing all disturbed N.G.S. monuments, public land corners, property corners, or right-of-way monuments. Survey field book(s) shall be used throughout the course of the project by the contractors PSM. The complete survey field book(s) shall be submitted to the County Surveyor concurrently with the submission of the CONTRACTOR'S requisition for final payment. When a data collector is used, the CONTRACTOR shall also submit a paper copy of the raw data files bound in a book, together with the electronic copy on a disk.

ARTICLE 8 – BONDS, INSURANCE AND INDEMNIFICATION

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 9 – CONTRACTOR'S RESPONSIBILITIES

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "**Supervision and Superintendence**", second paragraph, is appended as follows:

The CONTRACTOR shall provide a competent superintendent at the site at all times while work is in progress to act as the CONTRACTOR'S agent. The superintendent shall be capable of properly interpreting the Contract Documents, have sufficient experience in highway/street construction, and be able to speak and understand English. The superintendent shall have full authority to receive instructions from the PROJECT MANAGER and to execute the orders or directions of the PROJECT MANAGER, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The CONTRACTOR shall furnish the qualifications of the proposed superintendent to the PROJECT MANAGER at the preconstruction conference. The COUNTY shall be the sole determiner of whether or not the experience of the superintendent is sufficient for the purposes of this paragraph. At least one other responsible person who speaks and understands English shall be on the project during all working hours.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "**Supervision and Superintendence**", is appended as follows:

Supervision for Emergencies: A responsible person, who speaks and understands English, shall be available at or reasonably near the worksite on a 24 hour basis, seven days a week. This person shall be designated as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. A list of the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, shall be submitted, by certified mail, to the Florida Highway Patrol and all other local law enforcement agencies.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "**Permits**", is appended as follows:

Certifications/Permit Compliance: The CONTRACTOR shall prepare and submit all certifications required by regulatory agencies having jurisdiction over the project, including engineer's certifications and as-built drawings required by the Water Management District(s). The final 5 percent retainage shall not be released, and/or the final pay request shall not be accepted until all required certifications have been submitted and accepted by the regulatory agencies.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "**Record Drawings**", is appended as follows:

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

As-Built Plans: AS-BUILT PLANS shall be used for no other purpose than recording changes, shall be updated at least once weekly, and stored separate and apart from plans used on a routine basis. They shall show locations and elevations of paving, swales, ditches, pipes and structures constructed and all relocated or reset property corners, section corners and ¼ section corners. The AS-BUILT PLANS shall be available to the PROJECT MANAGER upon request. Upon the completion of the project the CONTRACTOR shall submit to the PROJECT MANAGER one set of signed and sealed AS-BUILT PLANS and PDF file on CD. These AS-BUILT PLANS shall delineate all revised information in bold notation and include the As-Built Survey Requirements as stated below.

Qualifications of Surveyor and Mapper or Engineer

The Florida Licensed Professional Engineer(s) or Florida Registered Professional Surveyor and Mapper(s) who are proposed by the CONTRACTOR to provide services for the Project, are subject to the approval of the Engineer and the County Surveyor. Prior to any services being performed, the CONTRACTOR shall submit the name and address of any proposed registered professional and a written acknowledgement from the Professional Surveyor and Mapper stating that he has the hardware, software and adequate scope of services in his agreement with the CONTRACTOR to fully comply with the requirements of his scope of services. These submittals shall be provided to the PROJECT MANAGER prior to the Notice to Proceed. It is recommended that the Professional Surveyor and Mapper attend the Preconstruction meeting. It is mandatory that any Surveyor who has not previously performed work for the County in the past attend the Preconstruction meeting.

As-Built Survey Requirements

- a. The Contractor shall require the Professional Surveyor and Mapper to locate all improvements for the As-Built Survey using State Plane Coordinates and the vertical datum referenced on the Construction drawings. The CONTRACTOR shall obtain an electronic copy of the Construction Drawings from the COUNTY for use as a base for the As-Built Survey. The As-Built Survey shall clearly show the designed and constructed locations and elevations for ease of comparison. This shall be accomplished by adding the As-Built information on a separate CAD layer, while keeping all the design call-outs and construct requirements visible. The As-Built information shall be labeled as such and be shown with a bolder text weight in order to be easily identifiable. The As-Built Survey shall include all storm and sanitary sewers and structures, clean-outs, potable and reclaimed water mains, meters, valves, force mains, gas mains, irrigation lines (2- inch and larger), process piping, electric and communication duct banks, traffic and pedestrian signals, pull boxes, cabinets, transformers, structures, drainage conveyance systems, retention ponds, fences, pavement, curbs, sidewalks, driveways, relocated utilities, appurtenances and buildings. All planned improvements referenced by station and offset on the Plans, shall also be referenced on the As-Built Survey in the same manner. All constructed improvements that have location and/or elevation

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

information called-out on the Plans, shall have the same information identified on the As-Built Survey. If a structure information table was provided on the Plans, then the As-Built information shall be shown in the table in bold print. Design call-outs shall have a strike through line through the design call-out and all As-Built information must be labeled (or abbreviated "AB") and be shown in a bolder text that is completely legible. As-Built Survey shots shall be taken at the same locations as shown on the Plans for ease of comparison. Any variations from required material sizes shall also be noted.

- b. If survey points are disturbed, it is the responsibility of the Contractor's Surveyor and Mapper to reset the points at the Contractor's expense and show on the As-Built Survey. Copies of the Surveyor and Mappers field notes and/or electronic files for point replacement shall be provided to the County Surveyor through the Project Manager, hard-copies signed and sealed by the Professional Surveyor and Mapper.
- c. The Professional Surveyor and Mapper shall locate all improvements for the Project As-Built using State Plane Coordinates as the horizontal datum and the benchmark(s) referenced on the Plans as the vertical datum. The Project Manager, or County Surveyor will provide electronic files of the Plans to be used by the Surveyor and Mapper in complying with these specifications.
- d. The construction layout shall be established from the reference points shown or listed on the Plans CONTROL SHEET and will either be recovered or re-set by the Professional Surveyor and Mapper and identified on the As-Built Survey. The Professional Surveyor and Mapper shall identify on the As-Built Survey and replace any Project control points, boundary corners, benchmarks, section corners that may be lost or destroyed, at no additional cost to Orange County. A certified copy of a completed Certified Corner Record that the Professional Surveyor and Mapper has done will also be submitted to the County Surveyor through the Project Manager.

DELIVERABLES AS FOLLOWS:

- A paper copy of the plans available at all times at the job site during the entire duration of the project marked up in red by the CONTRACTOR, and showing all deviations from the design locations and elevations.
- The CONTRACTOR shall submit an updated copy (paper or pdf file on CD) of the red line As-Built Plan concurrent with each application for progress payment. The update red line As-Built Plan shall focus on the period from the last red line As-Built Plan to the current red line As-Built Plan submitted with the application for progress payment. The updated red line As-Built Plan shall be reviewed and approved by the Orange County Inspector prior to the CONTRACTOR'S submittal. The CONTRACTOR'S failure to submit an updated copy (paper or pdf file on CD) of the red line As-Built Plan as described herein with an application for progress payment shall be sufficient reason for rejection of the progress payment request. Should the Project Manager reject the updated red line As-Built Plan submitted, the entire progress payment request shall be rejected and must be resubmitted.

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

- A PDF file of the final “As-Built Plans” as **described in the previous As-Built Survey Requirements (G-8 of the Supplemental Conditions)**, be prepared by an appropriately licensed PSM on a CD of the construction drawings showing the design horizontal location and elevation of all facilities constructed or incorporated into the project with changed values struck through with a single line to maintain legibility and the new value added. Facilities constructed in a modified fashion from that shown on the construction plans shall be shown and identified in their originally designed and final as-constructed configurations. Facilities added shall be shown and identified.
- One (1) paper copies of the final “As-Built Plans”, as described below, signed and sealed by the appropriately licensed PSM that prepared them.
- Signed and Sealed Field Book(s), Copies of Adjusted Benchrun, Raw Data files-(horiz.).
- Signed and Sealed Certification Letter per Highway Construction’s Project Completion List – **Substantial Completion**.

Upon the completion of the project the CONTRACTOR shall submit the AS-BUILT PLANS as an electronic file in PDF format and (1) One, (see above) - 24”x36” paper Full Size Drawings which shall have Statements of Certification certifying that the project was constructed according to the Construction Plans and Specifications, and that the AS-BUILT PLANS are a correct representation of what was constructed. The CONTRACTOR shall include the Statement of Certification on either the cover sheets of the AS-BUILT PLANS certifying all of the sheets or certify each individual sheet. The Statements of Certification shall be signed and sealed by a Professional Engineer and/or a Professional Surveyor and Mapper, both registered in the State of Florida.

The CONTRACTOR'S failure to maintain current and accurate AS-BUILT PLANS may result in withholding payments to cover costs of obtaining and recording information sufficient to fully document construction varying from the bid documents. The COUNTY'S cost, including consultant fees, of obtaining as-built information will be deducted from the contract amount. The CONTRACTOR'S request for final payment shall be accompanied by one complete, legible set of final signed and sealed AS-BUILT PLANS and PDF file on disc from a licensed PSM. The cost of the AS-BUILT PLANS and pdf file shall be included in the pay item 900-1, This cost covers roadway bid items only and does not cover the Orange County Utilities or other third party AS-BUILT PLANS.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR’S RESPONSIBILITIES, “**Safety And Protection**”, is appended as follows:

Protection of Property: The CONTRACTOR shall be responsible for any damage whatsoever whether occurring within or outside of the boundaries of the PROJECT including any property adjacent to the PROJECT when such damage is caused in whole or in part by any act of the CONTRACTOR or any employee, agent or subcontractor working under, with or in privity to the CONTRACTOR. The CONTRACTOR and all the aforementioned parties shall

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

stay off private property adjacent to the PROJECT unless the CONTRACTOR receives from the affected property owner a written release, which specifically releases the COUNTY from any liability for any damage to such property caused by any acts other than those of the COUNTY. This written release must be acceptable in form to the PROJECT MANAGER and delivered to and accepted by the PROJECT MANAGER before the CONTRACTOR makes any entry upon such private property. The CONTRACTOR shall also obtain all necessary permits and approvals from all regulatory agencies for all activities to be conducted by the CONTRACTOR on the private property. Necessary approvals may include, but are not limited to the United States Army Corps of Engineers, the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the Florida Department of Transportation, the applicable Water Management District, the Orange County Environment Protection Division (EPD), and applicable municipal agencies for properties located within incorporated areas. The CONTRACTOR shall provide written documentation to the PROJECT MANAGER of the necessary approvals and permits having been obtained.

At the preconstruction conference, CONTRACTOR shall submit to the PROJECT MANAGER a current aerial map (11" x 17" minimum size) depicting at a minimum the temporary staging area including property lines, easement lines, and right-of-way lines. The PROJECT MANAGER will submit the aerial map to the Manager of the Orange County Environmental Protection Division (EPD) with a request to perform a cursory review of the CONTRACTOR'S proposed temporary staging area. Within 30 calendar days of receipt of the request, EPD will provide a summary to the PROJECT MANAGER of any natural resource issues or concerns that occur on the site for the CONTRACTOR'S consideration. CONTRACTOR is hereby notified that the proposed temporary staging area shall not be utilized until such time as EPD completes their cursory review and all other items within the contract documents pertaining to the temporary staging area are satisfied. No additional time or special compensation will be made to the CONTRACTOR to defray costs of any of the work or delays for complying with the requirements of the above.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, is appended as follows:

Site Investigation: The CONTRACTOR shall be responsible for satisfactorily determining, prior to the submission of a bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done will reflect all costs pertaining to the work. Any claims for extras based on substrata or groundwater table conditions will not be allowed.

Information available to the COUNTY on subsoil conditions is available to bidders as information only and solely for the convenience of bidders. The COUNTY does not warrant or guarantee the accuracy or correctness of this information with respect to actual subsurface

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

conditions. The CONTRACTOR agrees that he will make no claims against the COUNTY if, in carrying out the work, he finds that actual conditions encountered do not conform to those indicated.

Information shown on the plans as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, and it shall be the CONTRACTOR'S responsibility to determine the location, character and depth of any existing utilities and to assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from the CONTRACTOR'S activities.

Unless otherwise noted, the CONTRACTOR will take ownership of all materials encountered which are designated to be removed or not incorporated into the Work, such as paving materials, paving brick, asphalt block, RAP/Milled material, concrete slab, sidewalk, curb and gutter, pipe materials, etc., excavated in the removal of existing pavements, and dispose of them outside of the right-of-way. Payment for this item shall be included in Pay Item No. 110-1 Clearing and Grubbing.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "**Use of Public Roads and Streets**", is added as follows:

Use of Public Roads and Streets: Use of public streets shall be such as to provide a minimum of inconvenience to the public and to traffic. Any earth or excavated material spilled from trucks shall be removed by the CONTRACTOR and streets cleaned to the satisfaction of the PROJECT MANAGER. Cleaning may include street sweeping and/or washing, if so directed by the PROJECT MANAGER.

The CONTRACTOR shall provide vehicular access to each residence, subdivision and other public roads at all times.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "**Care of trees, Shrubs and Grass**", is added as follows:

Care of trees, Shrubs and Grass: The CONTRACTOR shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this Contract. After completion of the work, the CONTRACTOR shall replace or restore to the original condition all destroyed or damaged shrubbery or grass areas. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "**Use of Explosives**", is added as follows:

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

Use of Explosives: No blasting shall be done except upon approval by the COUNTY and the governmental agency or political subdivision having jurisdiction. When the use of explosives is approved by the COUNTY as necessary for the execution of the work, the CONTRACTOR shall use the utmost care so as not to endanger life or property, and assume responsibility for any such damage resulting from his blasting operations, and whenever directed, the number and size of the charges shall be reduced.

All explosives shall be stored in a secure manner and all such storage places shall be clearly marked, "**DANGER EXPLOSIVES**" and shall be in care of competent watchmen. All permits required for the use of explosives shall be obtained by the CONTRACTOR at his expense. All requirements of the governmental agency issuing permit shall be observed.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "**Damage to Existing Structures and Utilities**", is added as follows:

Damage to Existing Structures and Utilities: The CONTRACTOR shall be responsible for and make good all damage resulting from his activities, both within and beyond the limits of this contract, to buildings, telephone, power or other cables, water pipes, storm sewer facilities, sanitary pipes, gas lines, traffic signalization, or other utilities or structures, which may be encountered, whether or not shown on the plans.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "**Cleaning Up**", is appended as follows:

Final Clean Up: The entire street shall be cleaned by sweeping or washing, as determined by the PROJECT MANAGER, prior to final acceptance.

ARTICLE 10 – WORK BY OTHERS AND UTILITY COORDINATION

GENERAL CONDITION, PART F, ARTICLE 10, WORK BY OTHERS, is appended as follows:

The CONTRACTOR shall cooperate with owners of any underground or overhead utilities in their removal and relocation operations, in order that these operations may progress in a timely, reasonable and orderly manner and that service rendered by these parties will not be interrupted.

Excavators shall comply with Florida Statutes, Chapter 553.851, regarding notification of existing gas and oil pipeline company owners prior to excavating. **Evidence of such notice shall be furnished to the PROJECT MANAGER prior to excavating.** During the period of this contract the CONTRACTOR shall coordinate all utility relocations and adjustments necessary for the project. The CONTRACTOR shall conduct meetings weekly or at a frequency approved by the Engineer with all affected Utility Owners, and the minutes of those meetings shall be distributed to each Utility owner, the PROJECT MANAGER, and any other affected entity. The

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

CONTRACTOR shall incorporate the durations listed in the Utility Relocation Schedules into his Contract Schedule, and transmit copies of that schedule to each Utility owner. The CONTRACTOR shall constantly communicate the status of the progress of the project to the Utility Owners, and advise them of any potential impacts to the progress due to the presence of the utilities. The CONTRACTOR shall keep the COUNTY and the County's PROJECT MANAGER apprised of all developments related to Utility Relocation and job progress. The CONTRACTOR shall coordinate during the period of this contract with the applicable lighting facility owners for the installation of roadway lighting facilities for the project. CONTRACTOR shall not be entitled to additional compensation from COUNTY as a result of failure of any utility to remove, relocate, or install their facilities within any particular time frame.

ARTICLE 11 – PROJECT OWNER STATUS DURING CONSTRUCTION

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 12 – CHANGES IN THE WORK

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 13 – CHANGE OF CONTRACT AMOUNT AND CONTRACT TIME

GENERAL CONDITION, PART F, ARTICLE 13, CHANGE OF CONTRACT AMOUNT AND CONTRACT TIME, is appended as follows:

The number of days of any change to the contract time incorporated by Change Order shall be applied to both the Substantial Completion time and the Final Completion time, unless otherwise established by the COUNTY in these specifications.

ARTICLE 14 – CONDITION OF MATERIALS AND PACKAGING

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 15 – ASBESTOS FREE MATERIALS

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 16 – WARRANTY AND GUARANTEE, ACCEPTANCE OF DEFECTIVE WORK

GENERAL CONDITION, PART F, ARTICLE 16, WARRANTY AND GUARANTEE, ACCEPTANCE OF DEFECTIVE WORK, “**Tests and Inspections**”, is appended as follows:

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

The cost of laboratory testing routinely performed on the job site or subsequent to samples typically retrieved from the job site, shall be borne by the COUNTY, except for testing called for in the Technical Provisions to be provided by the CONTRACTOR. Concrete and Soil-Cement mix design, and groundwater testing costs shall be borne by the CONTRACTOR.

All testing, except Soil-Cement testing, shall be in accordance with the applicable portions of Division I, Section 6 of the STANDARD SPECIFICATIONS. Soil-Cement testing shall be in accordance with Part H, Technical Provision 270 (TP-270).

The Record Laboratory is the testing laboratory contracted by the COUNTY. Only results of testing by the Record Laboratory shall be considered in evaluating the CONTRACTOR'S compliance with contract requirements.

The CONTRACTOR may be required to reimburse the COUNTY for the cost of all failed tests, including consultant fees, when the percentage of failed tests exceeds 15% of all tests taken. At the COUNTY'S discretion these costs may be deducted from the contract amount.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 18 – PAYMENT AND COMPLETION

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 19 – SUSPENSION OF WORK AND TERMINATION

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 20 – MAINTENANCE AND EXAMINATION OF RECORDS

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 21 – MINORITY/WOMEN OWNED BUSINESS ENTERPRISE
REQUIREMENTS AND SMALL BUSINESS PROVISIONS**

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 22 – FEDERAL REQUIREMENTS

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 23 – VERBAL ORDERS

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 24 – MISCELLANEOUS

GENERAL CONDITION, PART F, ARTICLE 24, MISCELLANEOUS, is appended as follows:

Whenever any provision of the Contract Documents requires giving of notice by the COUNTY, it shall be deemed to have been validly given if delivered in person to the individual, to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by registered or certified mail (postage prepaid) and delivered to the last business address known to the COUNTY.

ARTICLE 25 – CONTRACT CLAIMS

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 26 – VALUE ENGINEERING

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 27 – PATENTS AND ROYALTIES

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 28, PROSECUTION AND PROGRESS OF WORK, is added as follows:

ARTICLE 28 - PROSECUTION AND PROGRESS OF WORK

Submission of Working Schedule: The CONTRACTOR shall provide a schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the established Contract Time. The order and interdependence of activities and the sequence for accomplishing the work shall be shown. All activities shall be described in sufficient detail so that the COUNTY can readily identify the planned work and measure the progress of each activity. Each activity will be shown with a beginning work date, duration, and monetary value.

Activities for the procurement, fabrication, and/or delivery of materials, batch plants, and equipment shall be included.

Activities for the review of shop drawings and submittals shall be included.

Activities indicating coordination with utility owners that have facilities within the limits of construction requiring adjustment or relocation shall be included.

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

Milestone activities, when required by the Contract Documents, shall be included.

In a project with more than one phase, each phase and its completion date shall be adequately identified. Activities will not be allowed to span more than one phase.

The CONTRACTOR shall submit a narrative with the schedule, consisting of a concise written description of the construction plan.

An updated Work Progress Schedule shall be submitted monthly to the COUNTY. All changes in the planned order start or finish dates, or duration of an activity will be applied.

A revised Work Progress Schedule shall be submitted to the COUNTY for acceptance when significant changes are made to the logic or durations of the activities. The COUNTY will review the corrected schedule and respond within 7 calendar days of receipt.

The COUNTY will return inadequate schedules to the CONTRACTOR for corrections. A corrected schedule will be resubmitted within 15 calendar days from the date of the COUNTY's return transmittal. By acceptance of the schedule, the COUNTY does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

The COUNTY will use the initially accepted schedule as the baseline against which to measure progress and identify critical activities that are controlling items of work.

If the CONTRACTOR fails to finalize either the initial or a revised schedule in the time specified, the COUNTY will withhold all Contract payments until the schedule is accepted.

Work Hours: Project work hours shall be between 7:00 AM and 6:00 PM Monday through Friday, exclusive of normal Orange County holidays, unless approved otherwise by the PROJECT MANAGER. The CONTRACTOR shall request approval from the PROJECT MANAGER at least 72 hours in advance for work outside those hours. Work before 7:00AM or after 3:30PM, or on days other than the above described normal work days, and requiring the presence of the COUNTY'S RESIDENT PROJECT REPRESENTATIVE shall require that the CONTRACTOR reimburse the COUNTY for the salary and overtime cost of the RESIDENT PROJECT REPRESENTATIVE. Reimbursement shall be made by the CONTRACTOR at the rate of \$44.00 per hour by check payable to the Board of County Commissioners accompanying each monthly pay request. Each pay request shall include a tabulation of the overtime dates, times, hours and costs for the preceding month. The amount of the check must agree with the tabulated total. In the event the CONTRACTOR chooses to not submit a pay request when normally due for work he has completed, the CONTRACTOR shall submit a pay request showing that no payment is due to him, and shall include the tabulation of the overtime worked during the preceding month. Payment must be made for overtime work performed to address emergencies outside the above described normal working hours, unless the RESIDENT PROJECT REPRESENTATIVE determines, at his or her sole discretion that the emergency is the result of actions by third parties.

Compliance with Time Requirements: The CONTRACTOR shall commence work in accordance with the accepted Work Progress Schedule and provide sufficient labor, materials and equipment to complete the work within the time limit(s) set forth. Should the

**PART G
REVISED**

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SUPPLEMENTAL CONDITIONS

CONTRACTOR fail to furnish sufficient and suitable equipment, forces, and materials, as necessary to prosecute the work in accordance with the accepted schedule, the COUNTY may withhold all estimates that are, or may become due, and/or suspend the work until the CONTRACTOR corrects such deficiencies.

Video Survey: The CONTRACTOR shall submit a quality video documenting before and after construction field conditions for the entire project. The PROJECT MANAGER will approve all views.

Payment for this item will be included in other items of work.

Project Progress Aerial Photographs: The CONTRACTOR shall submit aerial photographic prints monthly with progress payment requests. The first set of aerial photographic prints must be taken prior to any clearing and grubbing. The aerial photographs shall be in color and at least 11" x 14" (280 mm x 356 mm) in size. Exposures shall be made at 10 per mile (10 per 1.6 km) minimum plus one exposure for each offsite construction area. The PROJECT MANAGER will approve all views.

Payment for this item will be included in other items of work.

ARTICLE 29, METHOD OF MEASUREMENT, is added as follows:

ARTICLE 29 - METHOD OF MEASUREMENT

All measurements for payment shall be based on the completed work performed in strict accordance with Contract Documents. All work completed under this contract shall be measured by the CONTRACTOR or his representatives in the presence of the PROJECT MANAGER.

THIS ENDS THE SUPPLEMENTAL CONDITIONS

PART G

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SPECIAL PROVISIONS

1. **ROADWAY IMPROVEMENTS:** The proposed project will consist of installation of a pre-fabricated second generation baffle box across the existing 48" outfall pipe, constructing sidewalk and picket rails, and construction of a pull-out bay for vacuum truck.
2. **CONSTRUCTION SCHEDULE / LIQUIDATED DAMAGES:** This work requires Substantial Completion in 150 days from the date of the Delivery Order with Final Completion in 210 days. If substantial and final completion is not met by the required time, liquidated damages will be applied at the rate of \$500.00 per day as per the provisions in the Contract governing liquidated damages.
3. **UTILITY IMPROVEMENTS:** This project includes the adjustment/relocation of the fiber optic signal interconnect cable of Orange County Traffic Operations Division. The Contractor shall adjust/relocate the fiber signal interconnect optic cable of Orange County Traffic Operation Division. The cost for this work will be included under the pay item 110-1-1.
4. **UTILITY COORDINATION:** The CONTRACTOR is to coordinate any utility improvements and / or relocations for this project. The CONTRACTOR shall not use utility delays as a basis for additional compensation. Contractor shall be responsible for all coordination with utilities and shall cooperate fully with utility companies in the relocation of their facilities.
5. **RIGHT-OF-WAY / PARCEL CONSIDERATIONS:** The CONTRACTOR is notified that at the time of this bid, the COUNTY has all of the right-of-way required to complete the project. The CONTRACTOR shall exercise utmost care to ensure that neither construction activities nor any type of encroachments occur outside the County's existing right-of-way under any circumstances. The CONTRACTOR shall be completely responsible to pay for all the damages resulting from encroachment onto private properties.
6. **MAINTENANCE OF TRAFFIC:** At the pre-construction conference the CONTRACTOR shall submit a detailed Maintenance of Traffic plan approved by Orange County, Traffic Engineering to the Orange County Highway Construction Division. The Maintenance of Traffic plan shall address the maintenance of vehicular and pedestrian traffic between the limits of construction, as well providing business signage for all business along the corridor, and must be signed and sealed by a Professional Engineer registered in the State of Florida. The cost of preparing this plan shall be included in Pay Item 102-1, Maintenance of Traffic. The attached Maintenance of Traffic plans provided by the COUNTY is for reference and guidance only. CONTRACTOR shall not be entitled to any additional compensation as a result of the Maintenance of Traffic plan he/she chooses to use, whether or not he/she prepared such plan.

PART G

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SPECIAL PROVISIONS

The CONTRACTOR shall provide uniformed off-duty law enforcement officer(s) for all night time lane closures. The Cost shall be included in pay item number 102-1, Maintenance of Traffic.

7. **PEDESTRIAN WALKWAY:** The CONTRACTOR shall provide and maintain a safe walkway for pedestrians along the limits of the project and for the entire project duration. The cost will be included under Pay Item 102-1 Maintenance of Traffic.
8. **SEPTIC TANKS & WELLS:** The CONTRACTOR is responsible for the inspection, removal and disposal of septic tanks, drain fields and potable wells within the right-of-way. The cost will be included under Pay Item 110-1, Clearing & Grubbing.
9. **PAY ITEMS:** The cost of all equipment, materials and labor for temporary or permanent facilities necessary to construct the improvements identified in the plans, specifications, or other Contract Documents shall be deemed to be included in the various items making up the Contract Price. No separate payment shall be made to the CONTRACTOR for any such equipment, materials and labor for which a separate Pay Item has not been provided. No adjustments shall be made on this contract to the bid price of any product or material, including gasoline, diesel or other fuels, and bituminous materials, including asphalt, due to fluctuations in market prices, changes in suppliers, or any other reasons.
10. **COORDINATION:** The CONTRACTOR is hereby notified that there will be off-site drainage improvements, and fence replacement work to be done by Roads & Drainage Division of Orange County. The CONTRACTOR shall be responsible to coordinate all activities of this project with those improvements to be done by others so as not to delay the construction project.

No additional compensation is allowed for this incidental work.

11. **REQUEST FOR ADDITIONAL INFORMATION (RAI):** The COUNTY will require a reasonable amount of time, at least 10 business days, to respond to any RAI submitted by the CONTRACTOR. Any delay in responding to the RAI cannot be used as a reason to reimburse for any additional compensation, including delay claims.
12. **ENVIRONMENTAL CONCERNS:**
 - a. **FEDERALLY OR STATE DESIGNATED LISTED SPECIES:** The Florida Fish and Wildlife Conservation Commission maintains the state list of animals designated as Federally-designated Endangered or Threatened, State-designated

PART G

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SPECIAL PROVISIONS

Threatened, or State designated Species of Special Concern, in accordance with Rules 68A-27.003 and 68A-27.005. No additional compensation will be provided in the event the CONTRACTOR is required to modify his means and methods or construction schedule in order to comply with the requirements of any regulatory agency with regard to any Federally or State listed species which may be encountered within or in proximity to the project limits during construction. The CONTRACTOR may be granted non-compensable days to the extent the critical path of the project is impacted by temporary work stoppages that may be required to address the presence of endangered species as mentioned above.

13. **SITE CONTAMINATION:** If the CONTRACTOR discovers contamination within the project, no additional compensation will be provided in the event the CONTRACTOR is required to modify his means and methods or construction schedule in order to comply with requirements of any regulatory agency with regard to any contamination, which may be encountered within or in the proximity to the project limits during construction. The CONTRACTOR may be granted non-compensable days to the extent, the critical path of the project is impacted by temporary work stoppages that may be required to address the presence of contamination. The CONTRACTOR is directed to safeguard and protect any monitoring wells installed within the right-of-way; otherwise, the CONTRACTOR shall restore all damaged monitoring wells and bear all associated costs, including securing the necessary permits from the proper regulatory agency. Construction and maintenance of monitoring wells shall be at the expense of the parcel owner of the contaminated property.
14. **EARTHWORK:** The CONTRACTOR is notified that the soil survey shown in the plans is based on limited geotechnical investigation. The CONTRACTOR is to field verify and test all excavated earthwork material to determine if the soil is classified as a Select soil and suitable for embankment utilization. In the event that any excavated earthwork material is not suitable for embankment utilization, the CONTRACTOR shall replace the unsuitable material with Select soil to furnish and install the required embankment at no additional cost to the COUNTY. The CONTRACTOR shall be responsible for the disposal of the unsuitable material at a COUNTY approved site at no additional cost to the COUNTY.
15. **PIPE QUALITY CONTROL AND INSPECTION:** CONTRACTOR is hereby notified that at the COUNTY'S discretion the County will direct the COUNTY'S lab of record to the drainage pipe manufacturer and/or drainage structure manufacturer. The purpose shall be to inspect the drainage pipes and / or drainage structures as they are being produced. If the COUNTY notifies the CONTRACTOR that the COUNTY'S lab will be inspecting the pipe, then only drainage pipes and drainage structures that have been inspected during the manufacturing process and stamped by the COUNTY'S lab of record shall be delivered to the project site. This inspection by the COUNTY'S lab of record in no way precludes the

PART G

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SPECIAL PROVISIONS

COUNTY'S right and ability to reject damaged pipe as a result of manufacturing, transporting, handling, installing/laying, videoing, etc. It shall be the CONTRACTOR'S responsibility to coordinate this inspection with the COUNTY and to determine the manufacturer's schedule and to ensure that the procurement of these materials does not impact the CONTRACTOR'S overall project schedule.

No additional time or compensation will be made to the CONTRACTOR to defray time or costs of any of the work or delays for complying with the requirements set forth above, but such costs shall be considered as having been included in the price stipulated for the several items of work to be done under this contract.

16. The Contractor shall ensure that the existing pavement of Apopka-Vineland Road, sidewalks, and any structures etc. are not damaged during construction. Otherwise the Contractor will be responsible for replacing all either in-kind or better material at no additional cost to the County.
17. The Contractor shall coordinate with Mr. Richard Huber (407-292-0499), Apopka-Vineland Road Landscape Maintenance Committee, Inc. for removal and relocation of existing irrigation lines that are in conflict with the proposed improvements. Mr. Huber shall be notified by the Contractor at least five (5) business days before performing any work on landscaping and irrigation.
18. The Contractor shall coordinate with Mr. Jack Edwards (770-540-7350), Duke Energy before construction regarding adjustment/relocation of the street light cables that conflict with the proposed baffle box and truck pull-out bay. According to Duke Energy the cable is located along western edge of the existing sidewalk, and is approximately 36" deep. The Contractor shall co-ordinate with Duke Energy to field verify the cable. The cost of relocating the cable shall be paid by Orange County to Duke Energy.
19. The Contractor shall coordinate with Mr. Roger Smith (407-836-7804), Orange County Traffic Operations Division at least three (3) business days before adjusting/relocating their fiber optic interconnect cable.

PERMITS

1. South Florida Water Management District Permit

Environmental Resource General Permit

PART G

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SPECIAL PROVISIONS

The CONTRACTOR shall be responsible for all applicable conditions of the South Florida Water Management District Permit No. 48-02456-P, issued on August 14th, 2015, including, but not limited to the following: all General Conditions (except 7), and Special Conditions.

2. Army Corps of Engineers Permit

The CONTRACTOR shall also be responsible for all the Special Conditions and General Conditions (2, 3, 5 & 6) of the Department of the Army Corps of Engineers (ACOE) Permit No. SAJ-2015-02413, issued on 09/21/2015. Specifically, the CONTRACTOR is responsible for such aforementioned obligations of the permits.

No special compensation will be made to the CONTRACTOR to defray costs of any of the work or delays for complying with the requirements of the above-referenced Department of the Army Corps of Engineers (ACOE) Permit, but such costs shall be considered as having been included in the price stipulated for the several items of work to be done under this contract.

3. National Pollutant Discharge Elimination System (NPDES) permit

General: The CONTRACTOR is responsible to obtain or modify, as necessary, all dewatering and land clearing permits required by STATE and COUNTY agencies pursuant to 62-621.300 F.A.C. and Orange County Code.

A. Land Clearing: The Contractor shall be responsible to prepare and submit the Notices of Intent (NOI) and the Notice of Termination (NOT) to the Florida Department of Environmental Protection (FDEP). The Contractor shall be responsible to adhere to the construction plan sheet documents addressing the Stormwater Pollution Prevention Plan (SWPPP) and shall identify and incorporate any and all additional needs to prevent, control and reduce erosion and water pollution, meeting the requirements or special conditions of all permits authorizing project construction. In the event no SWPPP is provided the CONTRACTOR shall be responsible to prepare the SWPPP. The SWPPP and NOI forms, attached to this document, must be completed and submitted by the CONTRACTOR to the COUNTY prior to the preconstruction meeting.

- The NOI should be submitted at least two days prior to commencement of construction (permit fees are the responsibility of the CONTRACTOR).
- The NOT should be submitted within 14 days of final completion of the project (permit fees, if any, are the responsibility of the CONTRACTOR).

PART G

SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Lake Down, Sub-Basin 9, Second Generation Baffle Box Improvements Project

SPECIAL PROVISIONS

The CONTRACTOR shall be responsible for compliance with the EPA's NPDES Stormwater Construction permit, the Stormwater Pollution Prevention Plan and the FDEP Generic Permit for Stormwater Discharge from Construction Activities that Disturb One or More Acres of Land. Furthermore, the Contractor shall also comply with the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities. The Contractor shall comply with the requirements indicated by the Florida Department of Environmental Protection.

The cost of this work will be included under pay item No 104-14 - Prevention, Control and Abatement of Erosion and Water Pollution.

B. Dewatering: Dewatering: The CONTRACTOR shall be responsible for compliance with the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities. The following is a link to the above permit: [http://www.dep.state.fl.us/legal/Rules/shared/62-621.300\(4\).doc](http://www.dep.state.fl.us/legal/Rules/shared/62-621.300(4).doc). If it is determined that the disposal or discharge of the dewatering effluent is not authorized by this generic permit, the CONTRACTOR shall diligently pursue further required permit(s) from FDEP or other agencies.

THIS ENDS THE SPECIAL PROVISIONS