

May 9, 2017  
BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

ADDENDUM No. 3 / RFP No. Y17-700-CH  
SHINGLE CREEK BIKE TRAIL, PHASE I, SEGMENT I (FROM DESTINATION PARKWAY  
TO SAND LAKE ROAD {S.R. 482}) FPID: 430225-6-58-01 FAN: 8886-951-A

**REVISED BID OPENING DATE: May 16, 2017 at 2:00 P.M.**

This addendum is hereby incorporated into the proposal 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 strikethrough (strikethrough).

**1. The Bid Opening Date has changed as follows:**

**Delete: ~~Bid Opening Date: May 11, 2017 at 2:00 P.M.~~**

**Replace with: Revised Bid Opening Date: May 16, 2017 at 2:00 P.M.**

**2. Note the REVISION to Part D, Page D-2 issued in the Invitation for Bids (IFB) as follows:**

**Delete: ~~Page D-2 issued in the Invitation for bids.~~**

**Replace with: Page REVISED D-2 included in Addendum #3.**

**3. Note the REVISION to Part D, Schedule of Prices as follows:**

**Delete: The Schedule of Prices issued in the Invitation for Bids, Pages ~~D-3~~ through ~~D-4~~ in its entirety.**

**Replace with: The Revised Schedule of Prices, REVISED Page D-3 through REVISED Page D-4 in Addendum #3.**

**FAILURE TO SUBMIT THE REVISED SCHEDULE OF PRICES INCLUDED IN ADDENDUM #3 WITH YOUR SEALED BID SHALL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**

4. Note the **REVISION** to the Substantially Complete dates as follows:

~~Delete: 300 consecutive calendar days from date of Official Notice to Proceed.~~

**Replace with: 240 consecutive calendar days from the date of the Official Notice to Proceed.**

5. Note the **REVISION** to the Final Completion dates as follows:

~~Delete: 360 consecutive calendar days from date of Official Notice to Proceed.~~

**Replace with: 300 calendar days from the date of the Official Notice to Proceed.**

6. Note the **REVISION** to Part G, Supplemental Conditions / Special Provisions as follows:

~~Delete: Part G, Supplemental Conditions / Special Provisions included in the Invitation for Bids.~~

**Replace with: Part G, Revised Supplemental Conditions / Revised Special Provisions included in Addendum #3.**

7. Note the **REVISION** to the Construction Plan Sheet titled Summary of Pay Items as follows:

~~Delete: Plan Sheet No. 2, titled Summary of Pay Items issued with the Invitation for Bids dated March 24, 2017.~~

**Replace with: Plan Sheet No. 2, titled Summary of Pay Items dated 05/02/17, which is issued in Addendum 3.**

8. Note the REVISION to Part E, Draft Contract, Article III titled ADMINISTRATIVE DATA as follows:

**CONSTRUCTION SCHEDULE / LIQUIDATED DAMAGES:** This work requires Substantial Completion in ~~300~~ **240** days from the Notice to Proceed date with Final Completion in ~~360~~ **300** days. If substantial and final completion is not met by the required time, liquidated damages will be applied at the rate of \$1584 per day as per the provisions of the FDOT Lap Division I Specifications, Section 8-10. See table below.

<b>Original Contract Amount</b>	<b>Daily Charge per Calendar Day</b>
\$50,000 and under.....	\$763
Over \$50,000 but less than \$250,000.....	\$958
\$250,000 but less than \$500,000.....	\$1,099
\$500,000 but less than \$2,500,000.....	\$1,584
\$2,500,000 but less than \$5,000,000.....	\$2,811
\$5,000,000 but less than \$10,000,000.....	\$3,645
\$10,000,000 but less than \$15,000,000.....	\$4,217
\$15,000,000 but less than \$20,000,000.....	\$4,698
\$20,000,000 and over.....	\$6,323 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

9. All other items, conditions and specifications remain the same.
10. The Bidder 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 the bids.

**Receipt acknowledged by:**

<b>Authorized Signature</b>	<b>Date Signed</b>
<b>Title</b>	
<b>Name of Firm</b>	

**To the Board of County Commissioners  
Orange County, Florida**

The Undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Contract Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, with the Bond requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of: **SHINGLE CREEK BIKE TRAIL, PHASE I, SEGMENT I (FROM DESTINATION PARKWAY TO SAND LAKE ROAD {S.R. 482} FPID: 430225-6-58-01 FAN: 8886-951-A** in full accordance with the drawings and specifications prepared in accordance with the Contract Documents and, if awarded the Contract, to complete the said work within the time limits specified for the following ESTIMATED TOTAL BASE BID.

It is understood that this is a unit price Contract and the resultant Contract will contain estimated quantities, unit prices, extended totals and that the Estimated Total Base Bid is the sum of all pay item totals from the revised schedule of prices, Page **REVISED D-3 through REVISED D-4**.

The Contract resulting from this solicitation is based on estimated quantities. The contractor shall only be paid for materials installed in the work in accordance with the applicable unit prices for the specific work element (line item). No payment shall be made for excess materials delivered to the jobsite and not incorporated into the work. Therefore, it shall be the contractor's responsibility to determine the quantities of materials necessary to perform the project to its completion.

ESTIMATED TOTAL BASE BID:

\_\_\_\_\_ DOLLARS  
(In Words)  
\$ \_\_\_\_\_

In the event the Contract is awarded to this Bidder, he/she will enter into a formal written agreement with the County in accordance with the accepted bid within ten (10) calendar days after said Contract is submitted to him/her and will furnish to the County a Contract Payment and Performance Bond with good and sufficient sureties, satisfactory to the County, in the amount of 100% of the accepted bid. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

**Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids shall be cause for rejection of the bid as non-responsive.**

Y17-700-CH;  
Addendum #3

REVISED D-2

# Y17-700-CH; Shingle Creek Regional Trail, Phase 1 Segment 1

## Revised Schedule of Prices

No.	PAY ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL PRICE
1	101-1*	MOBILIZATION 10%	LS	1		
2	102-1	MAINTENANCE OF TRAFFIC	LS	1		
3	104-14	PREVENTION CONTROL & ABATEMENT OF EROSION & WATER POLLUTION	LS	1		
4	109-71-16***	FIELD OFFICE	DA	300 360		
5	110-1-1	CLEARING & GRUBBING	LS	1		
6	120-9	EXCAVATION, EMBANKMENT & GRADING	LS	1		
7	145-2	GEOTEXTILE FABRIC	SY	1,112		
8	160-4	STABILIZATION TYPE B (MIN LBR 40)	SY	9,584		
9	270-10	10" SOIL CEMENT (MIN 300 PSI)	SY	7,141		
10	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	SY	7,141		
11	430-175-118**	STEEL REINFORCED CONCRETE PIPE, 18"	LF	33		
12	430-175-130**	STEEL REINFORCED CONCRETE PIPE, 30"	LF	62		
13	430-982-125	MITERED END SECTION ROUND, 1:2 SLOPE, 18"	EA	2		
14	430-982-133	MITERED END SECTION ROUND, 1:2 SLOPE, 30"	EA	4		
15	515-2-211	PEDESTRIAN/BICYCLE RAILING, STEEL, 42", TYPE I, PER FDOT INDEX 852	LF	754		
16	520-2-5	CONCRETE CURB AND GUTTER (RIBBON CURB)	LF	10,712		
17	522-1	CONCRETE SIDEWALK (4" THICK)	SY	390		

19	527-2	DETECTABLE WARNINGS	SF	58		
20	536-6	PIPE RAIL FOR GUARDRAIL PER FDOT INDEX 400	LF	234		
21	550-10-222	FENCING, TYPE B, 6.0', W/ BLACK VINYL COAT	LF	130		
22	550-60-224	FENCE GATE, TYPE B, 20', OPENING, BLACK VINYL COAT	EA	1		
23	570-1-2	PERFORMANCE TURF (SOD, BAHIA OR MATCH EXIST.)	SY	10,500		
24	700-1-11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	11		
25	710-11-160	PAVEMENT MESSAGE (PAINT)	EA	14		
26	710-11-170	DIRECTIONAL ARROW (PAINT)	EA	6		
27	710-11-211	PAINTED PAVEMENT MARKING, STANDARD, YELLOW, SOLID, 6"	NM	0.109		
28	751-36-11	BICYCLE PARKING RACK	EA	1		
29	751-37	TRASH RECEPTACLE, PRE-FABRICATED	EA	1		
30	751-38-19	BENCHES, PRE-FABRICATED	EA	1		
31	751-39	REST AREA SHELTER (PEDESTRIAN PLAZA)	EA	1		
32	900-1	AS-BUILTS	LS	1		
33	900-2	INDEMNIFICATION	LS	1	\$100.00	\$100.00
34	900-3	GROUNDWATER TREATMENT & DISPOSAL	DA	240		

P

Total Estimated Base Bid: \$ \_\_\_\_\_  
(Reference Numbers 1 through 34)

- \* Any amount of Mobilization in excess of 10% of Roadway Reference Numbers 2 through 34 will be paid upon completion of all work in accordance with TP-101.
- \*\* All pipes shall be Steel Reinforced Concrete Pipes.
- \*\*\* The cost of this pay item is not reimbursable item under the LAP Agreement.

The Bidder hereby agrees that there is attached:

- |     |   |     |     |         |
|-----|---|-----|-----|---------|
| 1.  | Non-Collusion Affidavit, Attachment A   | Yes | ___ |         |
| 2.  | Required Disclosure, Attachment B   | Yes | ___ |         |
| 3.  | Trench Safety Act Form, Attachment D  | Yes | ___ | N/A ___ |
| 4.  | Drug-Free workplace Form  | Yes | ___ |         |
| 5.  | <b>Bid Bond on Form in Exhibit 1</b> or Cashier's Check<br>(10% of Base Bid)      | Yes | ___ | N/A ___ |
| 6.  | Original Bid Form (marked "Original") & 3<br>complete copies with all attachments | Yes | ___ |         |
| 7.  | References, Attachment E  | Yes | ___ |         |
| 8.  | Licenses  | Yes | ___ | N/A ___ |
| 9.  | Current W9  | Yes | ___ |         |
| 10. | Project Expenditure Report, Attachment F  | Yes | ___ |         |
| 11. | Relationship Disclosure Form, Attachment G  | Yes | ___ |         |
| 12. | Verification of Employment Status, Attachment H                                   | Yes | ___ |         |

**THE FOLLOWING FEDERAL FORMS FROM VOLUME III – FEDERAL LAP REQUIREMENTS MUST ALSO BE INCLUDED WITH THE SEALED BID RESPONSE.**

13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Yes \_\_\_  
14. Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts Yes \_\_\_  
15. LAP Certification of Current Capacity Yes \_\_\_  
16. Status of Contracts on Hand Yes \_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

If awarded this construction Contract, the Bidder agrees to complete the work covered by this Contract as follows:

1. Work shall start at the project site within fourteen (14) days of the effective date of the Notice to Proceed.
2. Substantially complete in **300 240** consecutive calendar days from date of Official Notice to Proceed.
3. Final completion in **360 300** consecutive calendar days from date of Official Notice to Proceed.
4. Should the Successful Bidder fail to complete work as specified, the liquidated damage clause will apply (Part E, Contract).

The Bidder hereby agrees that the County reserves the right to waive informalities in any bid and to reject any or all bids, or to accept any bid that in its judgment will be for the best interest of the County.

## PART G

### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

#### SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### 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 5, "Bid Errors".

#### ARTICLE 2 - DEFINITIONS

as follows:

"**Specifications**" or "**Standard Specifications**" shall mean the 2016 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 / REVISED SPECIAL PROVISIONS

## SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### **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 – 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," 2016 edition, the "Supplemental Specifications for Road and Bridge Construction," 2016 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.

## PART G

# REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

## SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### SUPPLEMENTAL CONDITIONS

#### ARTICLE 7 – REFERENCE POINTS

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

**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

## PART G

# REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

## SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### SUPPLEMENTAL CONDITIONS

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.

**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

## PART G

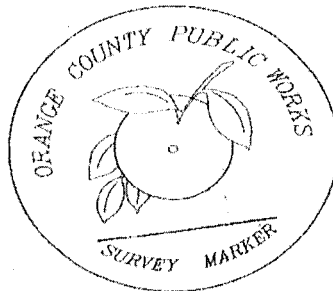
# REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

## SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### SUPPLEMENTAL CONDITIONS

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 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](http://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

## PART G

# REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

## SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### SUPPLEMENTAL CONDITIONS

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 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.

**PART G**

**REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS**

SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

**SUPPLEMENTAL CONDITIONS**

**ARTICLE 8 – BONDS, INSURANCE AND INDEMNIFICATION**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 9 – CONTRACTOR’S RESPONSIBILITIES**

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).

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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:

**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 PROJECT MANAGER and/or 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 to complete the As-Built Survey requirements as stated below. These submittals shall be provided to the PROJECT MANAGER at the Pre-Construction conference. It is recommended that the Professional Surveyor and Mapper attend the Preconstruction conference. It is mandatory that any Surveyor and Mapper who has not previously performed work for the County in the past attend the Preconstruction conference.

#### **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 only 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 construction requirements visible. The As-Built information shall be labeled

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as such and be shown with a bolder text weight in order to be easily identifiable. 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 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 Contractor's Surveyor and Mappers field notes and/or electronic files for point replacement shall be provided to the County Surveyor through the Project Manager, and shall include hard-copies, that are signed and sealed by the Professional Surveyor and Mapper.
- c. The Contractor's 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. Construction layout shall be established from the reference points (CONTROL) shown or listed on the Plans and will either be recovered or re-set by the Contractor's Professional Surveyor and Mapper and identified on the As-Built Survey. The Contractor's 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 each Certified Corner Record that the Contractor's Professional Surveyor and Mapper has been required to complete will also be submitted to the County Surveyor through the Project Manager.



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#### 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.
- 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 sheet of the AS-BUILT PLANS certifying all of the sheets or certifying 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.

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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 Professional Surveyor and Mapper. 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 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.

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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 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

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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:

**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.

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### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

#### SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

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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 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.

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**SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1**

**SUPPLEMENTAL 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:

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.

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**SUPPLEMENTAL 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**

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.

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**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 – OWNER DIRECT PURCHASE**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 29 – PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 30 - PROSECUTION AND PROGRESS OF WORK**

ARTICLE 30, PROSECUTION AND PROGRESS OF WORK, is added as follows:

**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.

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.



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### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

#### SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### SUPPLEMENTAL CONDITIONS

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 \$45.00 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 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.

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**REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL  
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SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

**SUPPLEMENTAL CONDITIONS**

**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 31 - METHOD OF MEASUREMENT**

ARTICLE 31, METHOD OF MEASUREMENT, is added as follows:

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**

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### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

#### SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### SPECIAL PROVISIONS

1. **SHINGLE CREEK REGIONAL TRAIL IMPROVEMENTS:** Phase 1 Segment 1 of the Shingle Creek Bike Trail consists of constructing a new multi-use trail from Destination Parkway to Sand Lake Rd. The project length is approximately 5,356 linear feet, with an at grade sidewalk connection on Destination Parkway.
2. **CONSTRUCTION SCHEDULE / LIQUIDATED DAMAGES:** This work requires Substantial Completion in ~~240~~ 300 days from the Notice to Proceed date with Final Completion in ~~300~~ 360 days. If substantial and final completion is not met by the required time, liquidated damages will be applied at the rate of \$1584 per day as per the provisions in the Contract governing liquidated damages.
3. **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.
4. **RIGHT-OF-WAY / PARCEL CONSIDERATIONS:** 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, easements, or rights-of-entry under any circumstances. The CONTRACTOR shall be completely responsible to pay for all the damages resulting from encroachment onto private properties.
5. **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 including Orange County permit fee in the amount of \$128 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.

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.

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### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

#### SPECIAL PROVISIONS

##### 6. DEWATERING:

A. **General:** The CONTRACTOR is responsible to obtain or modify, as necessary, any and all dewatering permits required by the STATE and COUNTY agencies. No special compensation will be made to the CONTRACTOR to defray the cost of dewatering; to obtain a permit to treat and discharge the contaminated ground water; to provide water quality treatment or to abide by any dewatering permits, as such costs shall be considered to have been included in the price stipulated for the several items of work to be done under this contract. During construction, the CONTRACTOR is responsible to take corrective action and to make necessary schedule adjustments without additional compensation, to adequately address dewatering activities, regardless of storm or rain event so that the project is not delayed and dewatering water is disposed of in accordance with the permit. The CONTRACTOR is responsible to comply with the conditions of the dewatering permit, and submit any required reports to the appropriate agencies.

B. **Florida Department of Environmental Protection:** The CONTRACTOR shall be responsible for compliance with the FDEP Generic Permit for the Discharge of Produced Ground Water from Any Non-Contaminated Site Activity, including its testing and monitoring requirements. The following is a link to the above permit: [http://www.dep.state.fl.us/legal/Rules/shared/62-621\(2\).doc](http://www.dep.state.fl.us/legal/Rules/shared/62-621(2).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.

CONTRACTOR is responsible to include in his bid all cost for treatment and disposal of dewatering effluent. Should it become necessary for the CONTRACTOR to treat and dispose off site of dewatering effluent Orange County will only compensate the CONTRACTOR for those activities at the unit price bid. No additional compensation will be paid to the CONTRACTOR for treatment and disposal of dewatering effluent, regardless of the actual cost incurred by the CONTRACTOR.

C. **South Florida Water Management District (SFWMD):** The CONTRACTOR shall be responsible for compliance with all applicable requirements of Rule 40C-22.030, Florida Administrative Code (F.A.C.), for a Noticed General Permit for Short-term Construction Dewatering. If the CONTRACTOR's proposed work is expected to exceed the time duration and/or the volume limits, or does not meet any of the other requirements listed with the requirements of Rule 40C-22.030, the CONTRACTOR must apply for and obtain such other water use permit to

## PART G

### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

#### SPECIAL PROVISIONS

authorize dewatering that may be required by the Water Management District, at no cost to the COUNTY.

7. **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 to 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.

8. **REQUEST FOR INFORMATION (RFI):** The COUNTY will require a reasonable amount of time, at least 10 business days, to respond to any RFI submitted by the CONTRACTOR. Any delay in responding to the RFI cannot be used as a reason to reimburse for any additional compensation, including delay claims.
9. **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.
10. **ORANGE COUNTY INSPECTOR'S OFFICE:** The CONTRACTOR shall furnish equipment and maintain an office trailer for the sole use of the Owner/Inspector, with secure entrance doors and one key per occupant. All equipment furnished by the CONTRACTOR for this field office will remain the CONTRACTOR'S property and shall be removed from the site upon completion of the project. **The cost of this office, furniture and all the equipment as described in this section shall be included in the Pay Item No. 109-71-2. The cost of this pay item is not reimbursable under this LAP Agreement.** Installation shall be completed before the first partial payment for Mobilization will be made. A minimum of four (4) parking spaces adjacent to the field office shall be provided for use by the COUNTY staff. The following criteria shall be used:

## PART G

### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

#### SPECIAL PROVISIONS

1. **Area:**
  - a. 400 square feet (37 M<sup>2</sup>) minimum with minimum width dimension of 12 feet (3.6 M).
  - b. Trailer to have an office on each end (10' x 12' minimum dimension) with a conference room located in the middle and provide a partitioned washroom (5' x 6' (1.5 M x 1.8 M) minimum dimension) and a coat & storage closet.
  - c. Obtain prior approval of Owner/Inspector of floor plan. Each room shall have doors with integral locks, keyed alike.
  - d. Doors should have bars for safety.
  
2. **Windows:**
  - a. Minimum of 3, with a minimum total area of 10 percent of the floor area.
  - b. Operable sash and insect screens.
  - c. Provide operable Venetian blinds for all windows.
  - d. Windows should have bars for safety.
  
3. **Furniture:**
  - a. Two (2) standard size desks 3' x 5' (0.9 M x 1.5 M), with desk chair and three drawers (per office).
  - b. One drafting table: 39" x 72" x 36" (1 M x 1.8 M x 0.9 M) high with one equipment drawer.
  - c. Two (2) folding tables 3' x 6' (0.9 m x 1.8 m) with eight (8) folding chairs.
  - d. One plan rack to hold a minimum of six (6) sets of project plans.
  - e. Two (2) standard four (4) drawer legal size filing cabinets with locks & keys (one key per occupant).
  - f. Two (2) swivel armchairs (per office).
  - g. One (1) drafting table stool (adjustable, with back rest).
  - h. One (1) wastebasket per desk and washroom.
  
4. **Equipment:**
  - a. Photocopy and fax machine (may be combined).
  - b. One (1) separate phone line with answering machine.
  - c. DSL internet access (if available at the location) or one (1) separate phone line (and I.S.P. service) for internet access if DSL service is not available.
  - d. Computer Hardware: (This computer shall be maintained by Orange County ISS and shall become the property of Orange County upon completion of the project.)

**1:      **HARDWARE****

Dell Desktop minitower and small form factor (SFF) PC  
Dell OptiPlex 9020 (Does not include Monitor or External Speakers)

- ◆ Intel Core i5 or i7 processor

## PART G

### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

#### SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### SPECIAL PROVISIONS

- ◆ Windows 7 Professional 64-bit
- ◆ 8 GB RAM
- ◆ USB Keyboard and Mouse
- ◆ DVD+/- RW
- ◆ 1 Year basic parts warranty

Dell Laptops (does not include Docking Station or Carrying Case)

Dell Latitude e6540

- ◆ Intel Core i5 or i7 processor
- ◆ Windows 7 Professional
- ◆ 15.6" HD (1377x768) display
- ◆ 8 GB of memory ( downgrade to 4 GB optional)
- ◆ Solid State Hard Drive (downgrade to standard hard drive optional)
- ◆ CD-RW/DVD
- ◆ Computrace protection
- ◆ 3 Year basic parts warranty

Dell Latitude e7450 (Latitude 14 7000 Series Ultrabook)

- ◆ Intel Core i5 or i7 processor
- ◆ Windows 7 Professional
- ◆ 14" HD (1366x768) display
- ◆ 8 GB of memory ( downgrade to 4 GB optional)
- ◆ 128 GB Solid State Hard Drive (downgrade to standard hard drive optional)
- ◆ **No** DVD-ROM Drive
- ◆ Computrace protection
- ◆ 3 Year basic parts warranty

Smartphones

Android 4.3 or greater (See "Mobile Device Standards.doc" for device models)

Wireless mice/keyboards (for conference rooms only)

Logitech Anywhere Mouse MX

Logitech K750 Wireless Solar Keyboard

Logitech K360 Wireless Keyboard

## PART G

### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

#### SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### SPECIAL PROVISIONS

#### 2: SOFTWARE

##### Desktop/Laptop

- ◆ Microsoft Windows 7 Pro with IE 9  
IE8, IE9 and IE10 are available options for compatibility.  
Windows XP can only support up to IE8  
Application software may specifically require a certain Internet Explorer version.
- ◆ Microsoft Office 2010 Pro or greater
- ◆ All MS Office apps on the same PC must match version. (i.e. Project, Visio, Word)
- ◆ Active X controls - any application requiring the use of Active X controls must be pre-approved by ISS desktop support. At a minimum they must meet the following criteria:
- ◆ Packaged as an .MSI file for installation/distribution from the command line.
- ◆ Must be installed and operated without end user administrator permissions
- ◆ Java 1.7\_55 – Only supported version of Java
- ◆ Silverlight – latest version
- ◆ Preference is given to any hosted solution not requiring installation of local software or configuration files.
- ◆ Bomgar or Webex for remote access

##### Network Connectivity

- ◆ AT&T Wireless AirCard
- ◆ Cisco VPN
- ◆ Hosted applications must be accessible from devices with automatically assigned network settings (all settings automatically supplied by DHCP, no fixed addresses)

#### 3: CLIENT BASED DATABASES

- ◆ Oracle (network based database)
- ◆ SQL Server (network based database)

#### 4: PERIPHERALS and ACCESSORIES

##### Black and White LaserJet Printers

- ◆ HP LaserJet Pro 400 Printer M401n (500 to 2000 pages/month) < 4 users
- ◆ HP Laserjet P3015dn (1500 to 5000 pages/month + secure printing)
- ◆ HP LaserJet M602dn (3000 to 15000 pages/month + secure printing)

##### Color LaserJet Printers



## PART G

### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

#### SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### SPECIAL PROVISIONS

- ◆ HP Color Laserjet Pro M451 (500-1500 pages/month, small paper tray)
- ◆ HP Color Laserjet Enterprise M651 (2500 to 17000 pages/month + secure printing)
- HP Multi-Function Devices (MFD) (Print/Scan/Copy)
  - ◆ HP MFP M425 (750 to 3000 pages/month, B/W)
  - ◆ HP color MFP M276 (1 or 2 people, occasional scanning)
  - ◆ HP color MFP M475dn (1000 to 2500 pages/month)
  - ◆ HP color MFP M575dn (2000 to 6000 pages/month)
- Scanners (all come with Adobe Acrobat, document feeders)
  - ◆ Fujitsu ScanSnap iX500 (25ppm, 50 sheet ADF, Connected via USB)
  - ◆ Fujitsu N1800 (20ppm, 50 sheet ADF, Networked)
  - ◆ Fujitsu 5530C2 (50ppm, 100 sheet ADF, Connected via USB)

### UNSUPPORTED PRODUCTS

#### 1: HARDWARE

- ◆ Pentium dual-core and older desktop systems, Optiplex 260, 270, 280, 620, 745, 755
- ◆ Latitude D-series Laptops, Latitude E6500
- ◆ Non-Dell PCs
- ◆ Wireless keyboards and mice (except conf. rooms)

#### 2: SOFTWARE

- ◆ MS Office platforms prior to Office 2007 (including Visio & Project)
- ◆ Non MS Windows-based operating systems
- ◆ Shareware / Freeware
- ◆ Windows 8
- ◆ Windows XP and older
- ◆ Freelance
- ◆ SHL Vision & Vision Express, WIN9x/WINNT/UNIX
- ◆ Reflection version 11 or lower

#### 3: CLIENT DATABASES

- ◆ MS Access
- ◆ Dbase
- ◆ RBASE
- ◆ Paradox
- ◆ FOXPRO

## PART G

### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

#### SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### SPECIAL PROVISIONS

- ◆ MySQL

#### 4: PERIPHERALS AND ACCESSORIES

- ◆ HP LaserJet Series 4000 series and older printers
- ◆ Inkjet printers
- ◆ Printers over 7 years old
- ◆ Scanning to multiple folders per device

#### PROHIBITED PRODUCTS

##### 1: HARDWARE

- ◆ Non MS Windows-based PCs, laptops, and tablets
- ◆ Recycled, Remanufactured, and non-OEM toner Cartridges
- ◆ Refurbished PCs
- ◆ Personal (non-County) computing equipment
- ◆ Any network (voice or data) device not operated, administered or expressly approved by Orange County ISS.
- ◆ Any internet access device not operated, administered or expressly approved by Orange County ISS.
- ◆ Donated and vendor-provided PCs that do not meet County standards.
- ◆ Mobile WiFi Hotspots

##### 2: SOFTWARE

- ◆ Microsoft Internet Explorer, 4.x, 5.x, 6.x
- ◆ Cloud-based collaborative software (data must be stored within our datacenter).
- ◆ Personal Software (purchased for non-commercial use)
- ◆ WordPerfect
- ◆ Non-Internet Explorer browsers (Firefox, Safari, Chrome, etc.)
- ◆ Any Alpha/Beta Software not operated, administered or expressly approved by Orange County ISS
- ◆ Anti-virus products not operated or administered by Orange County ISS
- ◆ Personal firewall products
- ◆ Network scanning tools
- ◆ Remote access software other than ISS authorized VPN, Bomgar
- ◆ Desktop sharing, remote control, or remote communications software such as Remote Desktop
- ◆ Web page editing tools (without prior approval)
- ◆ Software coding tools (without prior approval)

## PART G

### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

#### SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### SPECIAL PROVISIONS

- ◆ User installed screen savers
- ◆ Games
- ◆ 3<sup>rd</sup> Party Desktops
- ◆ Disk Compression
- ◆ Non-Static BITMAP Backgrounds or screen savers
- ◆ iTunes or other content sharing applications
- ◆ P2P software
- ◆ MS Access Run-time Libraries

#### 3: NETWORK PROTOCOLS

- ◆ NETBUI
- ◆ AppleTalk
- ◆ Token Ring
- ◆ Any network (voice or data) software or service not operated, administered or expressly approved by Orange County ISS.
- ◆ Any internet access service not operated, administered or expressly approved by Orange County ISS.

#### 4: PERIPHERALS AND ACCESSORIES

- ◆ Portable music devices
- ◆ Personal (non-County) mass storage devices (hard drives, thumb drives, etc)
- ◆ Webcams
- ◆ Printer sharing through a PC

\*\*Printers must use OEM toner cartridges only

\*\*\**Desktop Copier and combo unit purchases directly connected to the PC must be reviewed and approved by ISS. Contact [ServiceCenter@ocfl.net](mailto:ServiceCenter@ocfl.net) for more information and assistance.*

- e. All software to be licensed to "Orange County Public Works." All documentation and CD's to be given to Orange County.

#### 5. Services:

- a. Lighting: 50 foot-candles at desk top height.
- b. Exterior lighting at entrance door.
- c. Automatic heating and mechanical cooling equipment sufficient to maintain comfort conditions.
- d. Minimum four (4) 110-volt duplex electrical convenience outlets, at least one (1) on each wall.
- e. Electric distribution panel: two (2) circuits minimum, 110-volt, 60-hertz service.

## PART G

### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS

#### SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

### SPECIAL PROVISIONS

- f. Equipment washroom with flush toilet, wash basin with two (2) faucets, medicine cabinet with supplies, toilet tissue holder, 10-gallon capacity automatic electric water heater, and paper towel holder.
- g. One electric bottle water cooler and bottled water.
- h. Small refrigerator.
- i. Telephone: One direct line with instruments with local access and long distance service to cover the Central Florida area.
- j. Provide potable water service to all trailer fixtures.
- k. Provide a single waste discharge to sanitary disposal system.
- l. Provide cleaning service one time per week.
- m. Provide toilet tissue and paper towels.

11. **SITE CONTAMINATION:** The CONTRACTOR is advised that no known contamination exists. 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.

12. **ENVIRONMENTAL CONCERNS:**

**THREATENED AND ENDANGERED SPECIES:** 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 endangered 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.

- The CONTRACTOR is informed that a number of regionally common, but state and/or federally listed birds including but not limited to, the tricolored heron (*Egretta tricolor*), snowy egret (*Egretta thula*), white ibis (*Eudocimus albus*), little blue heron

## PART G

### REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1

#### **SPECIAL PROVISIONS**

(*Egretta caerulea*), and wood stork (*Mycteria americana*) are expected to utilize the areas within the project limits. All of the species expected to occur are listed as a Species of Special Concern by the State of Florida with the exception of wood stork, which is state and federally listed as endangered.

#### **PERMITS AND AGREEMENTS**

##### **1. South Florida Water Management District Permit (SFWMD):**

The CONTRACTOR is notified that the proposed construction activities meets the criteria for exemption pursuant to section 373.406, Florida Statute; therefore, no Environmental Resource Permit is required. The letter of Exemption was issued by SFWMD on February 23, 2012 Application No. 140825-20, Compliance Item No. 48-02385-P (reference the item number on all correspondence). See attached document. The exemption applies only to the requirements of the SFWMD and does not relieve the CONTRACTOR from meeting the permit requirements of other agencies.

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 South Florida Water Management District, 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.

##### **2. National Pollutant Discharge Elimination System (NPDES) Stormwater Construction 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.

**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.

## **PART G**

### **REVISED SUPPLEMENTAL CONDITIONS / REVISED SPECIAL PROVISIONS**

#### **SHINGLE CREEK BIKE TRAIL - PHASE 1 SEGMENT 1**

### **SPECIAL PROVISIONS**

- 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).

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 104-1 - Prevention, Control and Abatement of Erosion and Water Pollution.

**THIS ENDS THE SPECIAL PROVISIONS**



# CONSTRUCTION PLANS FOR SHINGLE CREEK REGIONAL TRAIL PHASE 1 SEGMENT 1

FINANCIAL PROJECT ID: 4302225-6-58-01  
CONTRACT NO.: Y12-819-CH

FAN - 8886-951-A

DISTRICT NO: 6  
ORANGE COUNTY, FLORIDA

SOURCE OF BENCHMARK DATUM  
BENCHMARKS:  
L-716-000 - SET 2-INCH ORANGE COUNTY CONTROL DISK (WAS) ON EAST END OF POWER FOOT PAD (ROUND) (21.5 MI EAST OF BARR WIRE FENCE LINE AND E. POWER LINES START WITH TOWER RUNNING NORTH AND EAST. 3.5 MI (2.8 MI EAST OF SR 335, AND 1.5 WEST OF DDM EAST) IN SECTION 30, TOWNSHIP 24 SOUTH, RANGE 25 EAST.  
L-216-017 - SET ORANGE COUNTY CONTROL DISK IN A CATCH BASIN ON THE EAST SIDE OF SR 441 SOUTH OF WATER BRIDGE RD.  
(SOURCE OF BENCHMARK NOTES CONTAINED IN GENERAL NOTES SHEETS)  
ELEVATIONS ARE DERIVED FROM ORANGE COUNTY BENCHMARKS, NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83)

PROJECT LENGTH:	FEET	MILES
ROADWAY:	5,256	1.014
BRIDGES:	N/A	N/A
TOTAL LENGTH:	5,256	1.014

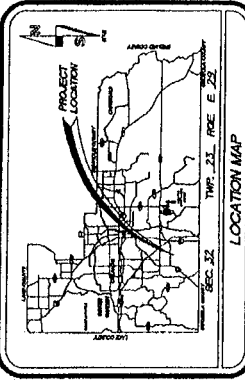
BID SUBMITTAL  
APRIL 2017

GOVERNING STANDARDS AND SPECIFICATIONS:  
DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS  
ON THE STATE HIGHWAY SYSTEM, DATED JUL 2016 AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, DATED 2016  
AS AMENDED BY CONTRACT DOCUMENTS.

TERESA JACOBS, COUNTY MAYOR  
BOARD OF COUNTY COMMISSIONERS  
S. SCOTT BOYD  
BRYAN NELSON  
PETE CLARKE  
JENNIFER THOMPSON  
TED EDWARDS  
VICTORIA P. SIFILIN  
MARK MASSARO, P.E.  
PUBLIC WORKS DIRECTOR

Y17-700-CH  
Addendum #3

- LEGEND**
- B BASELINE
  - CCR CERTIFIED CORNER RECORD
  - CONC CONCRETE
  - COR CORNER
  - E ELEVATION
  - EP ELEVATION POINT
  - ED EDGE OF DRIVEWAY
  - EDG EDGE OF PAVEMENT
  - IRVN IRON ROD (WITH CAP)
  - LEV ELEVATION
  - LEV LINE ELEVATION LINE
  - MITERED END SECTION
  - NC NORTH/SOUTH
  - PC POINT OF CURVATURE
  - PCP POINT OF CURVATURE POINT
  - PVC POINT OF VERTICAL CURVATURE
  - POT POINT ON TANGENT
  - PT POINT OF TANGENCY
  - PVC POLYVINYL CHLORIDE PIPE
  - RCP REINFORCED CONCRETE PIPE
  - RT RIGHT
  - RTW RIGHT-OF-WAY
  - SEC SECTION
  - S SOUTH
  - STA STATION
  - TOWNSHIP TOWNSHIP
  - TEL TELEPHONE
  - UTIL UTILITY
  - WH/TH WHOLE/TWENTY
  - W WATER
  - SEW SEWAGE
  - SEASONAL HIGH WATER EL.
  - TRAFFIC MARKINGS
  - ASPHLT ASPHALT
  - CUL CURB
  - BARBER WALL BARBER WALL
  - OVERHEAD POWER LINES OVERHEAD POWER LINES
  - FORCE FORCE
  - CONCRETE CONCRETE
  - WAL WALL
  - BRICK BRICK
  - ALUMINUM HAND RAIL ALUMINUM HAND RAIL
  - POWER POLES POWER POLES
  - WATER VALVE WATER VALVE
  - FIRE HYDRANT FIRE HYDRANT
  - PALM TREES PALM TREES
  - OKM OAK TREES
  - HERDES HERDES
  - SIGNS SIGNS
  - MISCELLANEOUS BOXES MISCELLANEOUS BOXES
  - WATER METER WATER METER
  - BENCHMARK BENCHMARK
  - MONUMENT MONUMENT
  - SANITARY SEWER SANITARY SEWER
  - P.P. POWER POLE
  - CAP CORRUGATED METAL PIPE
  - REINFORCED CONCRETE PIPE REINFORCED CONCRETE PIPE
  - WETLANDS WETLANDS



**INDEX OF SHEETS**

SHEET	DESCRIPTION
1	COVER SHEET
2	SUMMARY OF PAY ITEMS
3	DRAINAGE MAPS
4	SPECIAL DETAILS
5	SUMMARY OF QUANTITIES
6	GENERAL NOTES
7	PLAN & PROFILE SHEETS
8	SUBWAY CONTROL SHEETS
9	SOILS SURVEY
10	TRAIL AMENITIES SHEET LAYOUT
11	TRAIL AMENITIES PLAN SHEET
12	TRAIL AMENITIES DETAILS

**UTILITIES ENCOUNTERED**

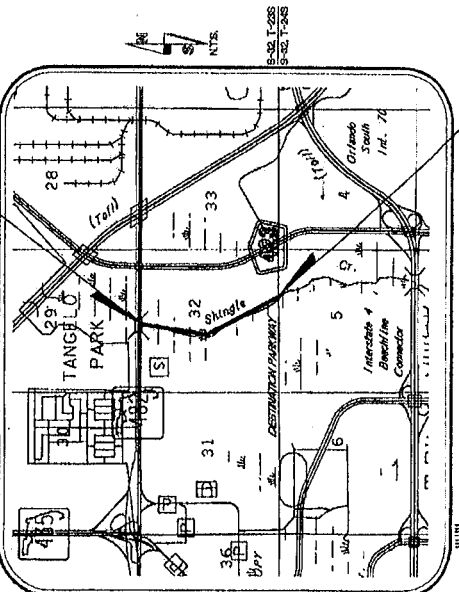
POWER: DUKE ENERGY DIST. & TRANSMISSION	890-700-8746
CATV: COMCAST CABLE COMMUNICATIONS	888-388-6448
FRONT: FPL FLEETNET	888-388-6448
WATER: ORANGE COUNTY UTILITIES	407-254-9700
SEWER: ORANGE COUNTY UTILITIES	407-254-9700
TELEPHONE: ORLANDO TELEPHONE COMPANY	727-235-4562

PREPARED BY  
**WBO**  
Design & Engineering A  
201 N. MAGNOLIA AVENUE - SUITE 304 - ORLANDO, FL 32801  
PHONE: 407.929.9999 - FAX: 407.929.9999

**REVISIONS**

NO.	DATE	BY
1	04/17/17	SS
2	05/09/17	SS

APPROVED BY: [Signature]  
DATE: [Date]  
PROJECT NO: Y12-819-CH  
SHEET 1 OF 79



**NOTE**  
PLANS WERE PREPARED ACCORDING TO AVAILABLE INFORMATION TO ADEQUATELY ADDRESS CONDITIONS AS THEY EXISTED AT THE TIME OF PLANS PREPARATION. NEEDS, CONDITIONS AND OWNERSHIP OF PROPERTIES MAY HAVE CHANGED SINCE PROJECT DESIGN. THE COUNTY'S REPRESENTATIVE WILL ADDRESS CHANGES AND WORK WITH THE COUNTY'S REPRESENTATIVE IN ADDRESSING AND MEETING NEEDS AND CONDITIONS THAT HAVE CHANGED SINCE PLANS PREPARATION.

## CERTIFICATION PLANS

I, HEREBY CERTIFY THAT THE PLANS AND THE ATTACHED CONSTRUCTION PLANS COMPLY WITH THE REQUIREMENTS OF SECTION 336.04(5) OF THE FLORIDA STATUTES AND ARE IN SUBSTANTIAL COMPLIANCE WITH THE STANDARDS CONTAINED IN THE EDITION OF THE MANUAL CONCERNING MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS IN EFFECT ON THIS DATE AS ADOPTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION. I AM A LICENSED PROFESSIONAL ENGINEER OF THE FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERS. DATE: 5/17/17

PAY ITEM NOTES

102-1 INCLUDES THE COST OF ALL ITEMS NECESSARY FOR TRAFFIC CONTROL THAT ARE NOT SPECIFIED IN THE ITEM DESCRIPTION. THIS INCLUDES: SIGNAGE, SIGNS, BARRICADES, FLAREM, ETC. IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. CONTRACTOR SHALL MAINTAIN VEHICULAR ACCESS TO RESIDENCES AND BUSINESSES AT ALL TIMES.

109-71-16 INCLUDES COST OF FURNITURE, COMPUTERS, AND ALL OTHER EQUIPMENT/FURNISHING NEEDED. EXISTING CONCRETE, ASPHALT PAVEMENT, FENCE, TREES/PLANTS, RIP RAP, SIGNAGE, BARRICADES, FLAREM, ETC. SHALL BE CLEARING AND GRUBBING, TRIMS, AND TREE BRANCHES WITHIN 2' OF EDGE OF TRAIL SHOULDER. CLEARING AND GRUBBING SHALL BE INCLUDED IN CLEARING AND GRUBBING. INCLUDES COST OF ADDITIONAL CONCRETE FOR HANDRAILS.

520-2-5 INCLUDES THE COST OF ALL #5 REBAR & 6x6 / W1.4 X W1.4 WVC. INCLUDES COST TO LOCATE AND INSTALL BENCH MATERIALS. INCLUDES COST TO LOCATE AND INSTALL BENCH MATERIALS AS DEFINED IN AMENITIES SHEETS, AND CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.

522-4 INCLUDES THE COST OF ASSOCIATED FENCE HARDWARE TO BE BLACK VINYL COATED.

550-XX-1 INCLUDES THE COST OF TOPSOIL TREATMENT FOR 500.

700-3-11 INCLUDES THE COST OF SIGN PANEL MATERIALS. INCLUDES THE COST OF BACKING FOR PLASTIC SIGNAGE. INCLUDES COST TO LOCATE AND INSTALL DIRECTIONAL SIGN AND TRASH RECEPTACLE. INCLUDES COST TO LOCATE AND INSTALL TRASH RECEPTACLE AS DEFINED IN AMENITIES SHEETS, CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.

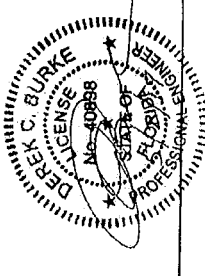
751-38-11 INCLUDES COST OF BIKE RACK MATERIALS. INCLUDES COST TO LOCATE AND INSTALL BIKE RACK DEFINED IN AMENITIES SHEETS, AND CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.

751-37 INCLUDES THE COST OF MATERIALS AND INSTALLATION OF PET WASTE STATION AS SHOWN IN PLANS. INCLUDES COST OF TRASH RECEPTACLE MATERIALS. INCLUDES COST TO LOCATE AND INSTALL PET WASTE STATION AS SHOWN IN PLANS. INCLUDES COST TO LOCATE AND INSTALL TRASH RECEPTACLE AS DEFINED IN AMENITIES SHEETS, CONSTRUCTION DOCUMENTS AND MANUFACTURER SPECIFICATIONS.

751-38-19 INCLUDES COST OF BENCH MATERIALS. INCLUDES COST TO LOCATE AND INSTALL BENCH MATERIALS. INCLUDES COST TO LOCATE AND INSTALL BENCH MATERIALS AS DEFINED IN AMENITIES SHEETS, AND CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.

751-39 INCLUDES COST OF SHELTER DEFINED IN AMENITIES SHEETS, AND CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.

PAY ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-14	PREVENTION CONTROL & ABATEMENT OF EROSION & WATER POLLUTION	LS	1
109-71-16	FIELD OFFICE	DA	300
110-1-1	CLEARING & GRUBBING	LS	300
120-9	EXCAVATION, EMBANKMENT & GRADING	LS	300
145-2	GEOTEXTILE FABRIC	SY	1,112
160-4	STABILIZATION TYPE B (MIN LBR 40)	SY	9,584
270-10	10" SOIL CEMENT (MIN 300 PSI)	SY	7,141
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	SY	7,141
430-175-118	STEEL REINFORCED CONCRETE PIPE 18"	LF	33
430-175-130	STEEL REINFORCED CONCRETE PIPE 30"	LF	62
430-982-125	MITERED END SECTION ROUND, 12 SLOPE, 18"	EA	2
430-982-133	MITERED END SECTION ROUND, 12 SLOPE, 30"	EA	4
515-2-211	PEDESTRIAN/BICYCLE RAILING, STEEL, 42" TYPE 1, PER FDOT INDEX 852	LF	754
520-2-5	CONCRETE RIBBON CURB	LF	10,712
522-1	CONCRETE SIDEWALK (4" THICK) (INCLUDES COMPACTION)	SY	390
522-4	REST AREA SHELTER & TRASH RECEPTACLE PAD - CONCRETE, (6" THICK)	SY	20
527-2	DETECTABLE WARNING	SF	58
536-6	PIPE RAIL FOR GUARDRAIL PER FDOT INDEX 400	LF	234
550-10-222	FENCING, TYPE B, 5'-6" W/ BLACK VINYL COAT	LF	130
550-60-224	FENCE GATE, TYPE B, 20' OPENING, BLACK VINYL COAT	EA	1
570-1-2	PERFORMANCE TURF (SOD, BAHIA, OR MATCH EXISTING)	SY	10,500
700-1-11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	11
710-11-160	PAVEMENT MESSAGE (PAINT)	EA	14
710-11-170	DIRECTIONAL ARROW (PAINT)	EA	14
710-11-211	PAINTED PAVEMENT MARKING, STANDARD, YELLOW, SOLID, 6"	NM	0.109
751-36-11	BICYCLE PARKING RACK	EA	1
751-37	TRASH RECEPTACLE, PRE-FABRICATED	EA	1
751-38-19	BENCHES, PRE-FABRICATED	EA	1
751-39	REST AREA SHELTER (PEDESTRIAN PLAZA)	EA	1
900-1	AS-BUILT PLANS	LS	1
900-2	INDEMNIFICATION	LS	1
900-3	GROUNDWATER TREATMENT & DISPOSAL	DA	240



SUMMARY OF PAY ITEMS		SHEET NO. 2
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PAY ITEM NOTES

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550-XX-1 INCLUDES THE COST OF TOPSOIL TREATMENT FOR 500.

700-3-11 INCLUDES THE COST OF SIGN PANEL MATERIALS. INCLUDES THE COST OF BACKING FOR PLASTIC SIGNAGE. INCLUDES COST TO LOCATE AND INSTALL DIRECTIONAL SIGN AND TRASH RECEPTACLE. INCLUDES COST TO LOCATE AND INSTALL TRASH RECEPTACLE AS DEFINED IN AMENITIES SHEETS, CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.

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DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
04/19/17	REVISED PAY ITEM NOTE 110-1-1			
05/02/17	REVISED FIELD OFFICE QUANTITY			

**WBO**  
Design & Engineering, Inc.  
CORPORATE OFFICE

DEREK C. BURKE, P.E. LICENSE NO. 42898  
202 N. Marshall Ave.  
Orlando, FL 32801  
Phone: 407.259.2200  
407.858-7800

**ORANGE COUNTY**  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
4200 ORLANDO BLVD.  
ORLANDO, FLORIDA 32839  
(407) 858-7800

Y17-700-CH  
Addendum #3