

**AUGUST 15, 2019  
BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA  
ADDENDUM NO. 2 / IFB Y19-783-EB  
NORTH LAKE MANN NEIGHBORHOOD SIDEWALK CONSTRUCTION  
REVISED BID OPENING DATE: August 22, 2019**

**A. The revised bid opening date is August 22, 2019**

**B. The following are questions/responses/clarifications:**

**1. Are Project Identification Signs required for this project? If so, how many?**

**Response:** Yes, Highway Construction will take care of the project signs.

**2. Is Good Faith required for this bid? There was no Attachment C-4 in the solicitation document.**

**Response:** No, good faith is not required for this federal funded project. Refer to page C-4 of the IFB package for the detailed information provided for the Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firm requirement. Please see attached form

**3. Can the County provide the details/clarification (drawings) for the inlet flumes that are being requested?**

**Response:** Yes, a closed flume TYPE I, shall be installed based on FDOT Index 216 per FY 2017/2018. Payment shall be made under pay Item No. 425-1-910 as shown on Part H. Also note that no survey was performed during design and contractor shall field confirm existing grades prior to fabricating structure.

**4. What line item(s) covers the curb and the mats for the handicap ramps and the asphalt patch along the new curb?**

**Response:** Technical Provision 522 states that detectable warning surfaces are included in the unit cost for concrete sidewalk.

Asphalt patch shall be considered incidental to sidewalk and / or driveway construction and shall be included in those unit costs.

Curb and gutter replacement to accommodate curb ramps and or driveways shall be included in the cost of curb ramps and or driveway pay items.

**5. Can you please tell me if a GC or any other special license is required to bid on this project?**

**Response:** We recommend that bidders hold either a General Contractors license or a Certified Underground Utility and Excavation Contractors license for this scope of work.

**C. Modify: Special Provisions - Part G,  
Add the following paragraphs:**

- 14. Asphalt patch shall be considered incidental to sidewalk and / or driveway construction and shall be included in those unit costs as responsibility of the Contractor.
- 15. Curb and gutter replacement to accommodate curb ramps and or driveways shall be included in the cost of curb ramps and or driveway pay items.

**(COMPLETE UPDATED PART G - SPECIAL PROVISIONS ATTACHED)**

**D. Modify: TP 522 – Part H.  
Add the following paragraph:**

Curb and gutter replacement to accommodate curb ramps and or driveways shall be included in the cost of curb ramps and or driveway pay items.

**(COMPLETE UPDATED PART H ATTACHED)**

**E. All other term and conditions of the IFB remain the same.**

**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 bid.**

**Receipt acknowledged by:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm





**PREVENTION, CONTROL and ABATEMENT of EROSION and WATER POLLUTION**

**LAND CLEARING**

Prevention, control and abatement of erosion and water pollution shall conform to the requirements of Section 104 of the Standard Specifications, National Pollution Discharge Elimination System (NPDES) requirements, except as modified by these Technical Provisions or as directed by the Engineer.

The Contractor shall present at the Preconstruction Conference its Storm Water Pollution Prevention Plan (SWPPP) and a separate schedule to manage erosion and water pollution. This schedule shall include a complete outline of the proposed construction of all erosion and pollution control and abatement items required.

The Contractor shall be responsible for the preparation and submittal of the Notice of Intent (NOI) and Notice of Termination (NOT) to the Florida Department of Environmental Protection (FDEP) and shall obtain the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

**DEWATERING**

The term treatment as used in this technical provision means the application of all FDEP approved techniques and/or methods available to remove the exceedances out of dewatering effluent except impounding. Impounding is not considered a treatment method for purposes of compensation under this technical provision.

The CONTRACTOR shall include in his/her bid all applicable costs, including monitoring, resulting from treatment and disposal of contaminated groundwater with concentration levels that exceed the allowable limits of the FDEP generic permit, and shall not be entitled to any adjustment in the Contract Price as a result of any change in the permit fees or unanticipated treatment and disposal costs.

Prior to any work commencing, and for the duration of the work, the CONTRACTOR is responsible for meeting all the conditions of the applicable permits and submitting any required reports to the appropriate agencies.

The CONTRACTOR shall dewater only in relation to the location and relocation of facilities owned by the COUNTY. No compensation shall be provided for dewatering performed for facilities that are not owned by the COUNTY.

**Permitting**

If exceedances are found in the dewatering effluent, the CONTRACTOR will be required to:

1. Immediately notify the COUNTY and report the exceedances that are encountered.
2. Meet with the FDEP to determine any and all alternatives that are acceptable.
3. Obtain prior COUNTY approval of treatment and disposal alternatives.
4. Obtain prior written COUNTY authorization to use pay item TP 104-14
5. Apply and obtain any and all permits and/or treatment approvals that FDEP requires including, but not limited to:
  - a. Generic Permit for Discharges from Petroleum Contaminated Sites (62- 621.300(1), F.A.C.). Allows discharges from sites with automotive gasoline, aviation gasoline, jet fuel, or diesel fuel contamination.
  - b. Permit for all Other Contaminated Sites (62-04; 62-302; 62-620 & 62-660, F.A.C.). The coverage is available only through the individual NPDES permit issued by FDEP. Allows discharges from sites with general contaminant issues, i.e. ground water and/or soil contamination other than petroleum fuel contamination.

- c. Generic Permit for the Discharge of Produced Ground Water from Any Non- Contaminated Site Activity (62-621.300(2), F.A.C.).
- d. Generic Permit for Stormwater Discharge from Large or Small Construction Activities (62-621.300(4) (a), F.A.C.).

6. Apply and obtain any and all permits and/or treatment approvals that the Water Management District requires including, but not limited to:

- a. No-Notice Short-Term Dewatering Permit (40E-20.302(3), F.A.C.) If the CONTRACTOR’S proposed work is expected to exceed 90 days in duration, or does not meet any of the other requirements listed with the requirements of Rule 40E-20.302(3), the CONTRACTOR must apply for and obtain a Dewatering General Water Use Permit (40E-20.302(2) F.A.C.)

The CONTRACTOR shall not be entitled to file, or recover under, any delay claim based on preparation of permit applications and the time required for obtaining the applicable permits. If, prior to or during the dewatering, it is determined that the disposal or discharge of the dewatering effluent is not authorized by the FDEP’s Generic Permit for the Discharge of Produced Ground Water from Any Non-Contaminated Site Activity, the CONTRACTOR shall diligently pursue further required permit(s) from FDEP or other agencies without resort to delay claims or recompense from the COUNTY for either permit application activities or the time required to obtain such permits.

The CONTRACTOR shall consider and anticipate the potential need to obtain the herein discussed permits in developing his schedule, and shall make every effort to avoid or minimize potential impacts to his critical path that might result from delays in dewatering activities due to the time necessary for the CONTRACTOR to obtain the necessary permits. The CONTRACTOR shall make every effort to schedule activities requiring dewatering as late as possible during his schedule, and shall schedule activities not impacted by dewatering as early as possible. For each day, up to a maximum of one hundred eighty (180) days that the CONTRACTOR diligently pursues such permit(s) and is unable to avoid adversely impacting his critical path, a day will be added to the time allotted to the CONTRACTOR to complete performance of the Project.

**Treatment**

The CONTRACTOR shall implement the appropriate treatment that is acceptable to FDEP, COUNTY, and, if necessary, the Water Management District to attain compliance for all exceedances encountered during dewatering activities. Treatments may include, but are not limited to: chemical treatment, ion exchange treatment, filtration, and disposal of discharged groundwater in a properly permitted facility.

The CONTRACTOR shall:

1. Make every effort to minimize the spread of contamination into uncontaminated areas;
2. Provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions;
3. Ensure such provisions adhere to all applicable laws, rules or regulations covering hazardous conditions in a manner commensurate with the level of severity of the conditions;
4. If necessary, provide contamination assessment and remediation personnel to handle site assessment, determine the course of action necessary for site security, and perform the necessary steps under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue;
5. Delineate the contamination area(s), any staging or holding area required, and develop a work plan that will provide the schedule of projected completion dates for the final resolution of the contamination issue;
6. Maintain jurisdiction over activities inside any delineated contamination areas and any associated staging or holding areas;
7. Be responsible for the health and safety of workers within the delineated areas; and

8. Provide continuous access to representatives of regulatory or enforcement agencies having jurisdiction.

**Basis of Payment**

All work and incidental costs required to comply with the articles of this specification will be paid at the contract lump sum price for Prevention, Control and Abatement of Erosion and Water Pollution.

Payment will be made under:

Pay Item:  
104-14 Prevention, Control and Abatement of Erosion and Water Pollution LS

**TP 110  
Clearing and Grubbing**

**CLEARING AND GRUBBING**

All clearing and grubbing shall be performed in accordance with the requirements of **Section 110** of the Standard Specifications, except as directed by the Engineer.

Scope of work to include but not be limited to, the removal of all rigid, asphalt pavement, Portland cement concrete pavement, curb, curb and gutter, ditch pavement, sidewalk, driveway aprons, concrete slabs, concrete structures, brick, , fences, gravity walls, retaining walls, pipes, etc.

Clearing and Grubbing shall also include the removal of existing pavement and base course and backfilling with suitable material, as shown in the construction plans. Removal of the existing roadway shall also include the proper disposal of the removed materials as specified above.

**Tree removal, tree grinding and curb and gutter removal to accommodate curb ramps shall be included in this pay item.**

**Basis of Payment**

All work and incidental costs required to perform clearing and grubbing as herein specified will be paid for at the contract lump sum price.

Payment shall be made under:

Pay Item:  
110-1-1 Clearing and Grubbing LS

**TP 120**

**EXCAVATION, EMBANKMENT AND GRADING**

All excavation and embankment work shall conform to the requirements of Section 120 of the "Standard Specifications", and the provisions of this section, except as directed by the Engineer.

**Basis of Payment**

**Subsoil Excavation will be paid for at the contract price per cubic yard.**

Payment shall constitute full compensation for all work described herein and in the Special Provisions and shall include the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the finished grading template. Work under this pay item shall also include the excavation of all suitable material within the specified limits as necessary to excavate the unsuitable material. The bottom of the finished grading template shall be considered to be the top of the finished base, shoulders, and slopes for stabilized bases and the finished shoulder and slope lines and bottom of base or rigid pavement for rigid pavement or all other bases. Payment shall also include the provision, placement, shaping, and compaction of suitable backfill material to replace the removed unsuitable material up to the original grade line or to the bottom of the proposed roadway base material, whichever is lower.

The limits of Subsoil Excavation indicated in the construction plans are considered to be particularly variable, in accordance with field conditions actually encountered.

**Excavation, Embankment and Grading will be paid for at the contract lump sum price.**

Payment shall constitute full compensation for all work described herein and in the Special Provisions and shall include grading of shoulders, graded road connections, slopes, compaction, final dressing, subsoil excavation, replacement material and all work required for completing the project that is not paid for under the other pay items. Also included are removals and off-site disposal or on-site utilization of all materials, structures, abandoned utilities and obstructions as directed by the Engineer.

**Payment shall be made under:**

**Item No. 120-4 Subsoil Excavation – C.Y**

**Item No. 120-9 Excavation Embankment and Grading – L.S**

**TP 425**

**INLETS, MANHOLES, AND JUNCTION BOXES**

Construction of Inlets, Manholes and Junction Boxes shall conform to the requirements of Section 425 of the "Standard Specifications" and applicable FDOT Design Standards and Details contained in the plans, except as directed by the Engineer.

Precast inlet tops shall not be used for any type of inlet.

**Method of Measurement**

The quantities measured for payment under this Section shall be the number of inlets, manholes, junction boxes, yard drains, special end walls, and shallow ditch drains satisfactorily completed and accepted, including drainage structure under drains where required.

**Basis of Payment**

Structures included in this Section will be paid for at the contract unit price each, completed and accepted. Payments shall constitute full compensation for furnishing all materials and completing all work described herein or shown on the plans, including all excavation; dewatering; subsoil excavation and replacement material; backfilling and compacting around structures; disposal of surplus material; and furnishing and placing of all concrete; reinforcing steel; gratings; frames; covers, and any other necessary fittings as shown in the plans, required for acceptable construction, or as directed by the Engineer. Where required, drainage structure underdrains shall be included in the unit price for inlets and manholes. Any alteration of pipe grades up to one (1) foot to clear utilities shall be made and connections to structures made at no additional cost to the County or utility.

**Flumes shall conform to the requirements of Index 216 per FDOT Design Standards and Details, FY 2017/2018.**

Payment shall be made under:

Pay Item:

Item No. 425-1-910      Inlets, Closed Flume      Each

**TP 515  
Pedestrian/Bicycle Railings, Guiderails, and Handrails**

**PEDESTRIAN BICYCLE RAILING**

Construction of Pedestrian Bicycle Railings shall conform to the requirements of FDOT Design Standards Index **852 (Steel Pedestrian Railing) and 862 (Aluminum Pedestrian/Bicycle Railing)** and this Technical Provision, except as directed by the Engineer.

Method of Measurement

Quantities measured for payment under this Section shall be the linear feet of two-rail or three rail guiderail measured in place along the length of the top rail and shall include rails, posts, thickened edge sidewalk, rail splice assemblies, base plates, anchor bolts, nuts, washers, resilient or neoprene pads and all incidental materials and labor required to complete installation.

Basis of Payment

Pedestrian Bicycle Railings will be paid for at the contract unit price per linear foot completed and accepted.

Payment shall be made under:

Pay Item:

**515-2-211      Pedestrian Bicycle Railing, Steel, 42”, Picket Rail      L.F**

**TP 522  
Concrete Sidewalks, 4 inch thickness; Concrete Driveways,  
6-inch thickness**

**CONCRETE SIDEWALKS, 4 INCH AND 6 INCH THICKNESS**

Construction of 4-inch thick concrete sidewalk and 6-inch thick concrete driveway shall conform to the requirements of Section 522 of the “Standard Specifications”, and Indexes 304 and 310 of the FDOT Design Standards, except as directed by the Engineer.

Foundation

Foundation material shall meet the specified densities and shall be thoroughly wetted but free of standing water just prior to placing concrete.

### Contraction Joints

Contraction joints shall be sawed. All joints shall be straight lines oriented at 90 degrees to the edge of sidewalk, radially if in a curve, or as directed otherwise. The minimum depth of joints shall be 1 1/2 inches or 1/4 the nominal thickness of concrete placed, whichever is greater.

Joint installation shall proceed in the same direction and sequence as the concrete placement. Sawing shall begin as soon as the concrete has hardened to the degree that excessive raveling will not occur. Every third transverse joint and all longitudinal joints shall be sawcut within 8 hours after finishing. Remaining transverse joints, shall be sawcut by noon the following day.

### Construction Joints

Construction joints shall be constructed at the end of all pours and at other locations where the concrete placement operations are stopped for as long as 30 minutes. They shall be placed at least 10 feet from any other transverse construction joint or end of pavement section.

Metal keyways shall be installed at all construction joints in sidewalks 6-inches and greater in thickness. Concrete thickness shall be increased by 2-inches for a minimum distance of 6-inches either side of construction joints.

### Curing

Concrete shall be cured as provided in Section 520 8, except as modified herein. Curing material shall be applied to the concrete surfaces after finishing as soon as the concrete has hardened sufficiently to prevent marring the surface or within one hour after finishing is completed, whichever occurs first. Applying curing materials shall not be held up due to other activities on the project. Contractor shall schedule and provide manpower necessary to conform to these requirements.

Spraying equipment, including spray tip and nozzle, shall be as recommended by the manufacturers' printed literature, or an acceptable equal

Equipment shall be maintained and nozzles replaced as required to provide a consistently uniform spray pattern.

A uniform coating meeting the manufacturer's recommended minimum application rate shall be applied. Areas appearing to have insufficient curing compound, as determined solely by the County, shall be re-coated immediately to provide the required uniform coverage.

Storage containers having greater than a five gallon capacity may be utilized only with prior approval of the Engineer. The Contractor shall submit the manufacturer's descriptive literature describing the placement, storage and mixing requirements for storage exceeding five gallons. The Contractor shall provide and utilize mechanical mixers for all containers larger than five gallons. The mixers shall be equivalent to or exceed the manufacture's requirements.

The Contractor shall conform to all storage, mixing and application requirements.

### Replacement

Where 6-inch concrete has to be replaced due to cracks, it shall be replaced with a uniform thickness of 8-inch concrete covering no less than 40 square feet and extending to existing sawed contraction joints. Replacement concrete shall extend at least 3-inches beneath existing concrete at a minimum thickness of 3-inches.

### Method of Measurement

Quantities measured for payment under this Section shall be the actual area in square yards of concrete constructed in place.

### Basis of Payment

Concrete Sidewalk including ramps, detectable warning surfaces (armor tiled domes) and driveways will be paid for at the contract unit prices, completed and accepted. Payment shall constitute full compensation for all work described herein, and shall include all labor, equipment, materials, clearing and grubbing, excavation, grading, compaction, expansion material (asphalt impregnated), and all incidentals necessary to complete the work to the lines, grades, and thickness indicated on the plans.

Subgrade preparation and additional concrete required for thickened slabs as indicated on the plans or as directed by the Engineer shall be included in the contract unit price for 6-inch Concrete Sidewalk.

**Curb and gutter replacement to accommodate curb ramps and or driveways shall be included in the cost of curb ramps and or driveway pay items.**

Payment shall be made under:

Pay Item:

522-1	Concrete Sidewalk, (4" Thick)	SY
522-2	Concrete Driveway, (6" Thick)	SY

**TP 570**

**Performance Turf**

**PERFORMANCE TURF**

**DESCRIPTION**

Establish a growing, healthy turf over all areas designated in the Plans. Use sod in areas designated in the Plans to be sodded. Maintain turf areas until final acceptance of all contract work. Work shall include all mulching, sodding, fertilizing, clipping removal, litter control, edging and watering necessary to provide routine maintenance of the grassed area throughout the establishment period or until the work is accepted by the Engineer.

There must be at least 90% coverage of healthy grass prior to acceptance by the Engineer. The Engineer, at any time, may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily.

The CONTRACTOR shall mow grassed areas every 14 days, or as required by the Engineer, until final acceptance of the work.

**MATERIALS**

**General**

All sod shall meet the requirements of the Florida Department of Agriculture and Consumer Services and all applicable state laws, and shall be approved by the Engineer before installation.

All sod and mulch shall be free of noxious weeds and exotic pest plants, plant parts or seed listed in the current Category I "List of Invasive Species" from the Florida Exotic Pest Plant Council (FLEPPC, <http://www.fleppc.org>). Any plant officially listed as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Any such noxious or invasive plant or plant part found to be delivered in seed, sod or mulch will be removed by the CONTRACTOR at his expense and in accordance with the law.

All materials shall meet plant quarantine and certification entry requirements of Florida Department of Agriculture & Consumer Services, Division of Plant Industry Rules.

**Sod**

Types: Unless a particular type of sod is called for in the Contract Documents, sod may be either centipede, bahia, or

bermuda at the CONTRACTOR'S option. It shall be well matted with roots.

Where sodding will adjoin, or be in sufficiently close proximity to, private lawns, other types of sod may be used if desired by the affected property owners and approved by the Engineer.

Dimensions: The sod shall be taken up in commercial-size rectangles, or rolls, preferably 12 inches by 24 inches or larger, except where 6 inch strip sodding is called for, or as rolled sod at least 12 inches in width and length consistent with the equipment and methods used to handle the rolls and place the sod. Sod shall be a minimum of 1-1/4 inches thick including a 3/4 inch thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained within the sod shall be certified by the manufacturer to be degradable within three years.

Condition: The sod shall be sufficiently thick to secure a dense stand of live turf. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be planted within 48 hours after being cut and kept moist from the time it is cut until it is planted. No sod which has been cut for more than 48 hours may be used unless specifically authorized by the Engineer. A letter of certification from the turf Contractor as to when the sod was cut, and what type, shall be provided to the Engineer upon delivery of the sod to the job site.

The source of the sod may be inspected and approved by the Engineer prior to being cut for use in the work.

### **Mulch**

The mulch material shall be compost meeting the requirements below, hardwood barks, shavings or chips; or inorganic mulch materials as approved by the Engineer; or hydraulically applied wood fiber mulch or bonded fiber matrix (BFM) for the establishment of turf material.

### **Prepared Soil Layer**

All material shall be suitable for plant growth. The organic matter content of the prepared soil layer after mixing shall be a minimum of 2.5%, a maximum of 10%, in accordance with FM 1-T- 267 and have a pH value of 4.5 or greater and less than or equal to 8.5 as determined in accordance with FM 5-550. The organic matter content shall be created using any of the following materials.

Prepared soil layer materials may be obtained from either, or a combination of, the following sources:

- (1) Excavation within the limits of construction on the project. Such material may be stockpiled or windrowed on the project in areas approved by the Engineer.
- (2) Designated borrow pits for the project.
- (3) From other sources of organic soil materials provided by the Contractor.

Organic Soil: This may consist of muck, mucky peat and peat and shall have an organic matter content of 30% or more if the mineral fraction is more than 50% clay, or more than 20% organic matter if the mineral fraction has no clay.

Compost: Meet the requirements of Florida Department of Environmental Protection Rule 62.709.550 Type Y (yard waste), Type YM (yard waste and manure), Type A (municipal solid waste compost) or Rule 62.640.850 Type AA (composted biosolids) and have unrestricted distribution.

Compost for use as a Soil Amendment: If the electrical conductivity (EC) value of the compost exceeds 4.0dS (mmhos/cm) based on the saturated paste extract method, the compost shall be leached with water prior to application.

Compost for use as a Mulch: The compost shall contain no foreign matter, such as glass, plastic or metal shards. The compost shall be slightly coarse to coarse in nature (over half of the solids shall be from particles 1/2 inches in size and no greater than 6 inches. Preference shall be given to compost or mulch made from uncontaminated woody waste materials.

### **Fertilizer**

Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. provide a copy of current certificates to the Engineer. Fertilizers shall comply with the State and County fertilizer laws.

The numerical designations for fertilizer indicate the minimum percentages (respectively) of (1) total nitrogen, (2) available phosphoric acid, and (3) water-soluble potash, contained in the fertilizer. At least 50% of the nitrogen shall be from a slow-release source.

### **Certification**

The CONTRACTOR shall provide the Engineer a certified test report from the manufacturer of the commercial fertilizer confirming that the requirements of this Section are met. The certified

test report shall include test results for total nitrogen, available phosphoric acid, water-soluble potash, and sulfur. Each certification shall cover one batch per type for dry type fertilizer.

### **Fertilizer Rates**

Soil laboratory fertilization recommendations are based on the amount (lbs) of nutrients (N, P<sub>2</sub>O<sub>5</sub>, K<sub>2</sub>O) to apply per given area (usually 1,000 square feet.). From this recommendation it is necessary to select an appropriate fertilizer grade and then determine how much of this fertilizer to apply to the area.

If a complete fertilizer (containing all three primary nutrients) is not available in the ratio of N-P- K necessary to match the ratio required in the fertilizer recommendation, mixed-grade or single- nutrient fertilizers should be used to satisfy each nutrient requirement.

To calculate fertilizer rates:

- Measure the area to be fertilized in square feet.
- Select fertilizers, to be used based on the soil testing laboratory recommendations by matching the ratio of nutrients recommended to the fertilizer grades available.
- Determine the amount of fertilizer to apply to a given area (1,000 square feet.) by dividing the recommended amount of nutrient by the percentage of the nutrient (on a decimal basis) in the fertilizer. Apply no more than 0.25 lbs P<sub>2</sub>O<sub>5</sub>/1000 square feet per application prior to planting.
- Adjust the amount of fertilizer to the project area.

## **Insecticides and Herbicides**

Use products found on the following website, <http://state.ceris.purdue.edu/>, approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

CONTRACTOR shall procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

CONTRACTOR shall ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Provide a copy of current certificates upon request, to the Engineer.

CONTRACTOR shall ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

CONTRACTOR shall comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

CONTRACTOR shall acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code, Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

## **Water**

The water used in the grassing operations may be obtained from any approved source.

The water shall be free of any substance, which might be harmful to plant growth. Effluent water shall meet all Federal, State and local requirements.

## **Construction Methods**

Incorporate turf installation into the project at the earliest practical time.

Use the methods and materials necessary to establish and maintain the initial grassing until final acceptance.

Sod: Place the sod on the prepared surface, with edges in close contact. Do not use sod which has been cut for more than 48 hours.

Place the sod to the edge of all landscape areas as shown in the Plans and as shown in the Design Standards.

Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.

Monitor placed sod for growth of pest plants and noxious weeds. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod during the months April through October, within 60 days of placement of the sod during the months of November through March treat affected areas by means acceptable to the COUNTY at no expense to the COUNTY. If pest plants and/or noxious weeds manifest themselves after the timeframes described above from date of placement of sod, the Engineer, at his sole option, will determine if

treatment is required and whether or not the CONTRACTOR will be compensated for such treatment.

Remove and replace any sod as directed by the Engineer.

### **Turf Establishment**

Perform all work necessary, including watering and fertilizing, to sustain an established turf until final acceptance, at no additional expense to the COUNTY. Provide the filling, leveling, and repairing of any washed or eroded areas, as may be necessary.

Established turf is defined as follows:

1. An established root system (leaf blades break before seedlings or sod can be pulled from the soil by hand).
2. No bare spots larger than one square foot.
3. No continuous streaks running perpendicular to the face of the slope.
4. No deformation of the turf areas caused by mowing or other CONTRACTOR equipment.
5. No exposed sod netting.
6. No pests or noxious weeds.

Monitor turf areas and remove all competing vegetation, pest plants, and noxious weeds (as listed by the Florida Exotic Pest Plant Council, Category I "List of Invasive Species", Current Edition, <http://www.fleppc.org>). Remove such vegetation regularly by manual, mechanical, or chemical control means, as necessary. When selecting herbicides, pay particular attention to ensure use of chemicals that will not harm desired turf. Use herbicides in accordance with provision

During the entire establishment period and until turf is established in accordance with this specification, continue inspection and maintenance of erosion and sedimentation control. Take responsibility for the proper removal and disposal of all erosion and sedimentation control items after turf has been established.

Notify the Engineer, with a minimum of seven calendar days advance notice, to conduct inspections of the turf at approximate 90-day intervals during the establishment period to determine establishment. Results of such inspections will be made available to the CONTRACTOR within seven calendar days of the date of inspection. Determination of an established turf will be based on the entire project and not in sections.

The CONTRACTOR'S establishment obligations of this specification will not apply to deficiencies due to the following factors, if found by the Engineer to be beyond the control of the CONTRACTOR, his subcontractors, vendors or suppliers:

- Determination that the deficiency was due to the failure of other features of the Contract.
- Determination that the deficiency was the responsibility of a third party performing work not included in the Contract or its actions.

The COUNTY will only pay for replanting as necessary due to factors determined by the COUNTY to be

beyond the control of the CONTRACTOR.

### **Litter Removal**

During each cycle all litter and debris are to be removed prior to and upon completion of a mowing cycle. Litter and debris removal includes the pickup removal, and disposal from the right-of-way and COUNTY property of any obstacle such as wood, signs, tires, cans, etc., which cannot be traversed by the mowing equipment. It will also be the CONTRACTOR'S responsibility to remove any item such as bags of trash, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will be torn, ripped, scattered or further subdivided by the mowers, which will result in an objectionable appearance.

### **Clipping Removal**

During each cycle all grass clippings that are not uniformly distributed, and detract from the appearance of the mowing operation will be removed from the site by the CONTRACTOR, upon completion of the mowing operation to allow for a neat and clean appearance after completion.

The CONTRACTOR will remove and dispose of all grass clippings from the pavement, curbs and curb inlets located within the limits of the project.

The grass clipping removal will be performed in conjunction with the mowing cycle. It is the responsibility of the CONTRACTOR to maintain the inlet openings free from the debris generated during their right-of-way mowing operation. Grass clippings will not be blown into drains or storm drain inlets. Failure to adhere to this will result in the CONTRACTOR, at his/her own expense within two (2) working days, jetting out these pipes and drains or reimbursing the COUNTY for the clean-up effort carried out by COUNTY personnel.

### **Edging**

Edging is the removal of all weeds, sand, vegetation, debris and plant material by the CONTRACTOR from all edges of curbs, to maintain these areas in an attractive and manicured condition. Edging includes the removal of growth mechanically and manually and shall be performed in conjunction with the mowing cycle. The edging of curbs will create a distinct void; approximately one-half (1/2) inch horizontally between the structure and the turf. String trimmers will not be used in edging. Edging also includes the removal of all sand and debris from the areas designated to be edged. Upon completion of edging by the CONTRACTOR, no growth, sand or debris will touch any of the structures designated to be edged. The CONTRACTOR from the areas designated for edging will remove all sand and debris.

NOTE: Areas specified for edging will not be treated with herbicide.

### **Basis of Payment**

All material, work, and incidental costs related to prepare the area for turf will be paid for at the contract unit price completed and accepted. The unit price shall also include:

1. Clearing and grubbing work to include but not limited to, the removal of all rigid, asphalt pavement, Portland cement concrete pavement, curb, curb and gutter, ditch pavement, and brick.
2. Excavation in whatever material encountered, removing unsuitable material, and replacing with select

bedding material, backfilling, compaction, furnishing and installing, disposing of surplus material, and other work as may be required for acceptable installation and establishment of turf.

Payment shall be made under:

Pay Item:

Item No. 570- 1- 2 Performance Turf (Sod, Bahia)

SY

**TP 700**

**Highway Signing**

**HIGHWAY SIGNING**

The furnishing and installing of all Highway Signing as shown on the plans shall conform to the requirements of Section 700 of the Standard Specifications, except as amended herein or as directed by the Engineer. All highway signs shall be of the type specified and installed at the locations shown on the plans.

The materials and methods shall comply with Sections 700-3 through 700-6 of the Standard Specifications and shall be accepted by the Orange County Traffic Engineering Division prior to installation.

Sign posts for single column signs shall be a minimum of 14 gauge 2"x2" square welded steel with 3/8" knockouts on 1" centers on all four sides. The posts shall be listed on the FDOT's Qualified Products List and shall be galvanized and sealed with a polymer topcoat.

Method of Measurement

The quantities measured for payment under this Section shall be in accordance with Article 700-11 of the Standard Specifications.

Basis of Payment

Payment for furnishing and installing highway signs shall be in accordance with Section 700- 12 of the Standard Specifications.

Payment shall be made under:

Pay Item:

700-1-11 Single Post Sign, F & I, <12 SF

AS

**TP 711**

**Thermoplastic Traffic Stripes and Markings**

**THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS**

The placing of thermoplastic traffic stripes and markings as shown on the plans shall conform to the requirements of Section 711 of the Standard Specifications, except as amended herein or as directed by the Engineer.

**Materials**

The materials to be used under this Section shall be in accordance with Article 711-2 of the Standard Specifications.

**Method of Measurement**

The quantities to be paid for under this Section shall be the length measured in linear feet, net miles of Thermoplastic Solid Traffic Stripe or the per each quantity of messages and directional arrows as measured and accepted by the Engineer. The payment shall include all labor and material for the placing of all pavement markings as shown on the plans, including removal of existing pavement markings.

**Basis of Payment**

The quantity for the placing of the thermoplastic pavement markings shall be paid for at the contract unit price.

Payment shall be made under:

Pay Item:

711-14-123	Thermoplastic, Preformed, White, Solid, 12”	LF
711-14-125	Thermoplastic, Preformed, White, Solid, 24”	LF

**TP 900-2**

**Indemnification**

**INDEMNIFICATION**

The Contractor shall indemnify, defend, and hold harmless the COUNTY and all its officers, agents, and employees, from all claims, losses, damages, costs, charges, or expenses arising out of any acts, action, neglect, or omission by the Contractor during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the COUNTY or said parties may be subject, except that neither the Contractor nor any of its subcontractors are liable under this Section for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its officers, agents, or employees.

Payment shall be made under:

Pay Item:

900-2	Indemnification	LS
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**Updated Part G – Special Provisions:**

**SPECIAL PROVISIONS**

1. **SIDEWALK IMPROVEMENTS:** Work under this contract consists of the construction of concrete sidewalks and reconstruction of existing concrete driveways (within the public right-of-way along North Ortman Drive, Ferguson Drive, Bayshore Drive and West Central Avenue, in the N. Lake Mann neighborhood. The project also includes the construction of ADA accessible ramps, roadway signage and minor drainage improvements.
2. **CONSTRUCTION SCHEDULE / LIQUIDATED DAMAGES:** This work requires Substantial Completion in 90 days from the date of Notice of Proceed with Final Completion in 120 days. If substantial and final completion is not met by the required time, liquidated damages will be applied at the rate of \$964.00 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, this includes relocation of an existing fire hydrant as called out on the exhibits. 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 is notified that at the time of this bid, the COUNTY has sufficient right-of-way to accommodate these sidewalk improvements.
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. 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 and variable message board (VMB) signs for all day and night time lane closures (as directed by the engineer). The Cost shall be included in pay item number 102-1, Maintenance of Traffic.

6. **PEDESTRIAN WALKWAY:** The CONTRACTOR shall provide and maintain a safe walkway for pedestrians, in compliance with Americans with Disability Act, along the limits of the project and for the entire project duration. The cost will be included under Pay Item 102-1 Maintenance of Traffic. 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.
7. **ADA COMPLIANT CURB RAMPS:** Sidewalk curb ramps shall be constructed per FDOT “Standard Specifications for Road and Bridge Construction”, unless otherwise specified in this contract or as directed by the COUNTY. Ramps are to be paid for under the contract unit price for sidewalk, 6 inch thick. Detectable warning surface mats shall be installed flush to the concrete, no gaps, lips or other defects shall be accepted. Detectable warning surface mats will be embedded into the concrete of each pedestrian ramp. The COUNTY shall not accept detectable warning surface mats applied to the surface of the pedestrian ramp. Deficiencies found shall be immediately corrected by the CONTRACTOR at no additional cost to the COUNTY.
8. **LOCATES:** The CONTRACTOR shall be responsible for locates of utilities prior to starting any work. 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.
9. **SEPTIC TANKS & WELLS:** The CONTRACTOR is responsible for the inspection, removal and disposal of septic tanks, drain fields and potable wells within the right-of-way. The cost will be included under Pay Item 110-1, Clearing & Grubbing.
10. **PAY ITEMS:** The cost of all equipment, materials and labor for temporary or permanent facilities necessary to construct the improvements identified in the plans, specifications, or other Contract Documents shall be deemed to be included in the various items making up the Contract Price. No separate payment shall be made to the CONTRACTOR for any such equipment, materials and labor for which a separate Pay Item has not been provided. No adjustments shall be made on this contract to the bid price of any product or material, including gasoline, diesel or other fuels, and bituminous materials, including asphalt, due to fluctuations in market prices, changes in suppliers, or any other reasons.
11. **DRIVEWAY CONSTRUCTION:** CONTRACTOR shall complete the construction of driveways, and all associated work. This work shall be included under associated pay items.

## 12. ENVIRONMENTAL CONCERNS:

**FEDERALLY OR STATE DESIGNATED LISTED SPECIES:** The Florida Fish and Wildlife Conservation Commission maintains the state list of animals designated as Federally-designated Endangered or Threatened, State-designated Threatened, or State designated Species of Special Concern, in accordance with Rules 68A-27.003 and 68A-27.005. The CONTRACTOR must comply with the above-mentioned rules at no cost to the County. There also shall be no additional compensation in the event the CONTRACTOR is required to modify his means and methods or construction schedule in order to comply with the requirements of any regulatory agency with regard to any Federally or State listed species which may be encountered within or in proximity to the project limits during construction. The CONTRACTOR may be granted non-compensable days to the extent the critical path of the project is impacted by temporary work stoppages that may be required to address the presence of listed species as mentioned above.

**13. REQUEST FOR ADDITIONAL INFORMATION (RAI):** The COUNTY will require a reasonable amount of time, at least 10 business days, to respond to any RAI submitted by the CONTRACTOR. Any delay in responding to the RAI cannot be used as a reason to reimburse for any additional compensation, including delay claims.

**14. Asphalt patch shall be considered incidental to sidewalk and / or driveway construction and shall be included in those unit costs as responsibility of the Contractor.**

**15. Curb and gutter replacement to accommodate curb ramps and or driveways shall be included in the cost of curb ramps and or driveway pay items.**

## 16. PERMITS

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

A. The activities of this project qualify for an exemption under Section 62-330.051 (4) (c) (4) (b), Florida Administrative Code. Therefore, the activities will not need a District Permit. Exemption Request No. 48-100321-P.

### 2. National Pollutant Discharge Elimination System (NPDES) permit

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

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

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

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

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

**B. Dewatering:** The CONTRACTOR shall be responsible for compliance with the FDEP Notice of Intent to Use the Generic Permit for Discharge of Groundwater from Dewatering Operations (FDEP Document 62-621.300(2)(b), which can be found at <https://floridadep.gov/forms>).

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.

Prior to submitting their bid, each prospective CONTRACTOR has the opportunity to perform a search to determine the extent, if any, of contaminated sites within 500 feet of the PROJECT boundaries. It is the intent of this paragraph to provide each prospective CONTRACTOR with an opportunity to investigate the water quality in the vicinity of the PROJECT in order to base his/her bid on means and methods of dewatering.

If, prior to or during the dewatering, it is determined that the disposal or discharge of the dewatering effluent is not authorized by the FDEP's Generic Permit for Stormwater Discharge from Large and Small Construction Activities, the CONTRACTOR shall diligently pursue further required permit(s) from FDEP or other agencies without resort to delay claims or recompense from the COUNTY for either permit application activities or the time required to obtain such permits.

The CONTRACTOR shall be responsible for all costs for water quality monitoring, treatment, storage, and disposal of the groundwater in a manner acceptable to the COUNTY and to all applicable regulatory agencies to reduce the concentration of parameters with exceedances to acceptable levels. The CONTRACTOR will be responsible for obtaining any additional permits required by regulatory agencies to implement the CONTRACTOR's chosen method of disposal and discharge of the groundwater. No additional compensation will be made to CONTRACTOR for permitting. The CONTRACTOR shall comply with Water Quality Requirements of the Special Provisions, related to the National Pollutant Discharge Elimination System (NPDES).

Because the CONTRACTOR'S means and methods of dewatering could lead to potential liability to third parties for damages resulting from the means and methods of dewatering, at the COUNTY'S discretion the means and methods for the dewatering plans are subject to a prior cursory review by the COUNTY, where issues and concerns may be submitted for the CONTRACTOR'S consideration.

The CONTRACTOR shall be deemed fully responsible for the means and method of the dewatering. Should the CONTRACTOR decide to modify or revise the means and method for the dewatering plan, another cursory review will have to be conducted by the COUNTY. Please note that containment on site of dewatering effluent is not considered treatment and disposal for purposes of payment under the pay item number 104-14.

CONTRACTOR shall be responsible to include in his/her bid all cost for treatment and disposal of dewatering effluent. Should it become necessary for the CONTRACTOR to treat and dispose dewatering effluent off site, 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.

**3. Central Florida Expressway Authority:** The CONTRACTOR is responsible to obtain the Central Florida Expressway Authority's "Right of Entry Permit" for all work located within the limited access limits of State Road 408.

THIS ENDS THE SPECIAL PROVISIONS

