

**EXHIBIT I**  
**SUPPLEMENTAL TERMS AND CONDITIONS**

**Table of Contents**

<b>GENERAL NOTES .....</b>	<b>2</b>
<b>PERMIT CONDITIONS .....</b>	<b>2</b>
<b>SUBMITTAL OF SHOP DRAWINGS.....</b>	<b>2</b>
<b>PROTECTION OF LOCAL ROADS.....</b>	<b>2</b>
<b>WATER.....</b>	<b>2</b>
<b>ALLOWANCES .....</b>	<b>2</b>
<b>FUEL &amp; BITUMINOUS COST ADJUSTMENTS NOT PROVIDED.....</b>	<b>3</b>
<b>MAINTENANCE OF TRAFFIC .....</b>	<b>3</b>
<b>UTILITY COORDINATION WITH THE CITY OF NAPLES AND OTHER SERVICE PROVIDERS .....</b>	<b>3</b>
<b>AS-BUILT/RECORD DRAWINGS .....</b>	<b>4</b>
<b>MAINTENANCE OF DRAINAGE .....</b>	<b>5</b>
<b>ROCK EXCAVATION .....</b>	<b>5</b>
<b>REMOVAL AND DISPOSAL OF AQUATIC WEEDS AND VEGETATION .....</b>	<b>5</b>
<b>NOTIFICATIONS TO RESIDENTS BY CONTRACTOR.....</b>	<b>5</b>

## **EXHIBIT I**

### **SUPPLEMENTAL TERMS AND CONDITIONS**

#### **GENERAL NOTES**

1. The County may, at its discretion, use Visa/Master Card credit network as a payment vehicle for goods and/or services purchased as a part of this contract.

#### **PERMIT CONDITIONS**

See Permits for conditions which may affect project construction.

#### **SUBMITTAL OF SHOP DRAWINGS**

Shop drawings are required as set forth in the specifications. Payment will not be made for these items of work until shop drawings have been received, reviewed and approved by the Engineer.

#### **PROTECTION OF LOCAL ROADS**

This project is connected to many local roads. The contractor shall protect these roads and respect the privacy of the surrounding properties by limiting access to and egress from the project. The contractor shall post written notice of this requirement on the jobsite and include this provision in contracts with their subcontractors and suppliers.

The contractor shall be responsible for all damages to local roads as a result of their employees, subcontractors or suppliers not complying with this restriction.

#### **WATER**

No bid item is provided for water. The cost of providing water shall be included in the unit price for work that requires it.

#### **ALLOWANCES**

Included within the Bid Schedule are Allowances for various elements of the work that, although engineered, unforeseen conditions may occur, some of a public health and safety nature. The Owner has determined these allowances and considers them reasonable budgetary estimates to promptly manage unforeseen conditions, including those of a public health and safety nature. Allowance may not fully represent the actual cost of work. If the cost of work exceeds the allowance amount, the Owner will provide additional allowance funds to complete the work or accept the work in its current state of completion. Upon approval by the Owner, Allowances may be used by the Engineer to pay costs and expenses associated with the categories indicated below:

**BID ALLOWANCES:**

ROADWAY & DRAINAGE ALLOWANCE \$12,000

**FUEL & BITUMINOUS COST ADJUSTMENTS NOT PROVIDED**

Section 9-2.1.1 Fuels and Section 9-2.1 Bituminous Materials of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015, are deleted. While it is recognized that a primary cost factor of this bid is based on the price of petroleum and that conditions in this market could become unstable and beyond the control of the bidder, it is also recognized that the availability of funding to compensate for future cost increases will be even scarcer should this occur. The county chooses not to obligate itself for these costs and has not provided for these cost adjustments in the contract. The Contractor shall take this risk into consideration when submitting their bid.

**MAINTENANCE OF TRAFFIC**

All maintenance of traffic (MOT) shall conform to FDOT Standard Index 600. Contractors shall submit complete MOT plans twenty-one (21) days prior to construction for County and CEI approval. All MOT related costs shall be included under Pay Item 102-1.

All costs for maintaining traffic, including but not limited to: temporary pavement, temporary signals, drainage, striping, signing etc. between phases and between milestone shall be included in the Lump Sum price for Item 102-1 Maintenance of Traffic.

**UTILITY COORDINATION WITH THE CITY OF NAPLES AND OTHER SERVICE PROVIDERS**

The Contractor shall coordinate any and all utility relocations or proposed interruption of services with the City of Naples Utility Department (request an official meeting) within thirty (30) days of Notice to Proceed. This meeting will be to establish requirements with regards to any interruption of service during proposed utility relocations. The Contractor is to also coordinate with other utility companies with facilities in the proximity of the proposed work. Contractor shall note the severe restrictions with regards to interruption of services and limits interruptions to certain times of the year. Contractor will not be entitled to any delays caused by restrictions imposed on construction activities. If properly coordinated, the Contractor will have sufficient time within the Contract to construct required improvements.

The contractor shall call for locates prior to any excavation. The contractor shall verify all main and service horizontal and vertical locations when they are close enough to the work to be at risk for damage. The contractor is to report to the Engineer any utility conflicts with the proposed work prior to submission of shop drawings. The cost of potholing to protect existing utilities shall be included in the cost of the work requiring it. The Contractor shall protect the City of Naples water and sewer mains and other utility services from damage during construction operations at all times.

Water and sewer mains shall remain in service at all times unless otherwise noted. Phasing may be required to ensure continuous service. Temporary relocations and connections may be necessary. All associated costs due to phasing utilities or construction shall be included in the contract unit prices for the various types of utility work to which it is incidental.

Should any City of Naples utility be damaged, the contractor shall be responsible for all repairs including the need for both on-site and off-site pumper trucks.

## **AS-BUILT/RECORD DRAWINGS**

As-Built/Record Drawings are to be provided to the County's Project Manager within thirty (30) days of substantial project completion. One (1) copy in the following formats: PDF, AutoCAD and a hard copy.

When changes to the plans are required after contract award, all final drawings, specifications, plans, surveys, reports, computation books, or documents shall be issued by a responsible Florida Professional Engineer, Licensed Architect and/or Florida licensed Surveyor and must be signed, dated, and stamped with the engineer's and/or Surveyor's seal as applicable. The Professional Engineer and/or Licensed Surveyor may be part of the contractor's staff or the Engineer of Record for the contract plans. The Engineer of record must be notified of all revisions and/or modifications made to the contract documents.

- The Contractor and his Florida Registered Professional Surveyor and Mapper (P.S.M.) are responsible for the Project's As-Built/Record Drawings unless otherwise specified within the Technical Plans and Specifications.
- Prior to construction commencement, the Contractor **shall** meet with the Design Professional and P.S.M. to determine the Project's critical points to the final As-Built. The Contractor **shall** also coordinate with the Design Professional and P.S.M. to facilitate measurement at those critical Project points.
- The Contractor's Final Payment **shall** be withheld pending the Design Professional and P.S.M. Certification of the contracted improvements is per design.
- During the progress of the work the Contractor **shall** keep and maintain one (1) "Approved for Construction" copy of all project plans, drawings, specifications, and any addenda, written amendments, change orders, work directives orders, supplemental agreements and other written interpretations and clarifications.
- It is suggested that there be an "Approved for Construction Ghosted Plan Set" for the Contractor's use. The Contractor **shall** also note to show updated construction deviations annotated in red line as well as any approved design changes authorized by the Design Professional. All deviations **shall** be initialed and dated by the Contractor.

- All survey information depicted on the As-Built Drawings shall be collected under the direct supervision of the P.S.M. in accordance with Florida Statute Chapters 177 and 472 and Chapter 61 G-17 of the Florida Administrative Code.
- For final inspection, an As-Built set (signed and sealed not required at this point) is needed to verify the field work.

## **MAINTENANCE OF DRAINAGE**

The Contractor shall so conduct his operations and maintain the work in such condition that adequate drainage will be in effect at all times.

## **ROCK EXCAVATION**

It has been the experience of FDOT with projects constructed within this geographical area, that rock may be encountered while performing excavations and underground installations. Therefore, the contractor should consider the increased cost of all the underground work activities while preparing his bid. All cost of rock and/or rock like material shall be included in the appropriate bid items of work contained in the contract. No extra compensation or time extension will be allowed for additional work directly associated with the splitting, excavation, crushing, disposal, replacement of displaced volume of extracted rock/rock-like material with fill material, or special handling of the rock material.

## **REMOVAL AND DISPOSAL OF AQUATIC WEEDS AND VEGETATION**

The Contractor shall remove and dispose of any aquatic weeds and vegetation he encounters during the reconstruction of any existing canals, ditches and swales and leave the site free of such materials upon completion of the construction. The cost of removal and disposal of the aquatic material shall be included in the cost of the canal reconstruction.

## **NOTIFICATIONS TO RESIDENTS BY CONTRACTOR**

All affected residents and property owners shall be notified in writing a minimum of two (2) weeks prior to any disruption to or construction in road rights-of-way or easements adjacent to their homes. The notification shall also indicate any special parking or traffic conditions that will affect residents. Notification shall be in the form of certified letters.

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