



**MANATEE COUNTY GOVERNMENT**  
**INVITATION FOR BID (IFB) #11-1591-OV**  
**SAMOSET AREA / SIDEWALKS / DRAINAGE**  
**(A/K/A: Central County Infrastructure Improvement Project)**  
**Manatee County Project No. 9012109 1.1**  
**Manatee County, FL**

Manatee County, a political subdivision of the state of Florida, (hereinafter "Manatee County" or the "County" or "Owner") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the state of Florida or authorized to conduct business in the state of Florida.

**NON-MANDATORY INFORMATION CONFERENCE**

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an **Information Conference** will be held **June 9, 2011 at 2:00 PM**  
**Location: Manatee County Administration Building, Purchasing Division Conference Room, Suite 803, 1112 Manatee Avenue West, Bradenton, FL 34205.** Attendance is not mandatory, but is highly encouraged.

**A.03** – Details on Securing Documents may be found on page 3 of this IFB.

**B.04** - Inspection of the site is a requirement to be considered for award and shall be acknowledged on **page 37** of the Bid Form.

**DEADLINE FOR CLARIFICATION REQUESTS: June 17, 2011 @ 5:00 PM**

**TIME AND DATE DUE: June 28, 2011 at 2:00 PM at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205.**

This project is funded by a United States Department of Housing and Urban Development Community Development Block Grant (CDBG), as administered through Manatee County. There are federal regulations applied to the duration of the project's lifecycle. Bidders shall comply with such requirements, as outlined in Section E, "Compliance with Federal Laws." Federal and State Guidelines for this procurement.

**FOR INFORMATION CONTACT:**

**OLGA VALCICH** (941) 749-3055

Olga.valcich@mymanatee.org

AUTHORIZED FOR RELEASE: 

**IFB #11-1591-OV  
SAMOSET AREA / SIDEWALKS/DRAINAGE  
(A/K/A: Central County Infrastructure Improvement Project)  
MANATEE COUNTY, FL**

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## SECTION A INFORMATION TO BIDDERS

### A.01 OPENING LOCATION

These bids will be publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to be present.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the respondent's request and expense

### A.02 SEALED & MARKED

**One original and two copies** of your **signed bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #11-1591-OV / Samoset Area / Sidewalks / Drainage (A/K/A: Central County Infrastructure Improvement Project) Manatee County, FL"** with your company name.

Address package to:           Manatee County Purchasing Division  
                                          1112 Manatee Avenue West, Suite 803  
                                          Bradenton, Florida 34205

### A.03 SECURING OF DOCUMENTS

Complete bidding documents for the project and/or products may be obtained, free of charge, at the **Manatee County Public Works Department located at 1022 26<sup>th</sup> Avenue East, Bradenton, FL 34208 between the hours of 8:00 AM to 4:00 PM., Monday through Friday, exception of holidays, Phone: 941-708-7327.** Complete set of the bidding document must be used in preparing bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bidding documents.

### A.04 BID DOCUMENTS

**Bids** on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

**A.04** **BID DOCUMENTS** (Continued)

**Manatee County collaborates with the Manatee Chamber of Commerce** on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County. Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID or PROPOSAL, TO CONTACT MANATEE COUNTY PURCHASING (see contact information on cover page of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

**A.05** **MODIFICATION OF BID SPECIFICATIONS**

If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the specifications. The County is not obligated to make any changes to the bid specifications. Unless an addendum is issued, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions**

**A.06** **DEADLINE FOR CLARIFICATION REQUESTS**

**June 17, 2011 at 5:00 P.M.** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to Manatee County Purchasing.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

**A.07** **CLARIFICATION & ADDENDA**

Each bidder shall examine all Invitation for Bids documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through Manatee County Purchasing. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

**A.07 CLARIFICATION & ADDENDA (Continued)**

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the Demand Star distribution system to “Planholders” on this web service, and post the documents on the Purchasing web page at <http://www.mymanatee.org> which can be accessed by clicking on the “Purchasing” button and then clicking on the “Bids and Proposals” button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

**A.08 LOBBYING**

After the issuance of any Invitation For Bid, prospective bidders, or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation For Bid with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation For Bid. This prohibition begins with the issuance of any Invitation For Bid, and ends upon execution of the final contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by the Purchasing Division, in writing.

**A.09 UNBALANCED BIDDING PROHIBITED**

Manatee County recognizes that large and/or complex projects will often result in a variety of methods, sources and prices; however, where in the opinion of the County such variation does not appear to be justified, given bid specifications and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

- a. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event the County determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all sources quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the bid. The County reserves the right to reject as non-responsive any

**A.09 UNBALANCED BIDDING PROHIBITED (Continued)**

presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

**A.10 FRONT END LOADING OF BID PRICING PROHIBITED**

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized bidder.

In the event the County determines that a bid is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The County reserves the right to reject as non-responsive any presumptive front end loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front end loaded costs.

**A.11 WITHDRAWAL OF OFFERS**

Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that vendor. b) After the responses to a solicitation are opened or a selection has been determined, but before a contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw and offer must be in writing and approved by the Purchasing Official.

**A.12 IRREVOCABLE OFFER**

Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the County.

**A.13 BID EXPENSES**

All expenses for making bids to the County are to be borne by the bidder.

**A.14 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean **that bidder who makes the lowest bid to sell goods and/or services of a quality which** conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation For Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

**A.15 APPLICABLE LAWS**

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code of Laws, as amended. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Manatee County Code of Laws. A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

**A.16 COLLUSION**

By offering a submission to this Invitation For Bid, the bidder certifies that he has not divulged, discussed or compared their bid with other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case

A.16 COLLUSION (Continued)

of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.17 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for work or for goods or services for Manatee County. The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.18 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms for both Bid A and Bid B. Bid Forms must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all specifications, terms and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.



**A.19 LEGAL NAME**

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

**A.20 DRUG FREE WORK PLACE**

The Manatee County Board of County Commissioners adopted a policy regarding bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Manatee County Code of Laws]. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

**A.21 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute § 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To insure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County.

In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification is attached for this purpose.

**A.22 DISCOUNTS**

Any discounts must be incorporated in the prices bid; and not shown separately. The prices as shown on the bid form shall be the price used in determining award(s).

**A.23 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. NO 85-8012622206C-6); therefore, the vendor is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

**A.24 DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

**A.25 AMERICANS WITH DISABILITIES ACT**

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this bid document at least twenty-four (24) hours in advance of either activity.

**A.26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

**A.27 MBE/WBE**

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

**A.28 E-VERIFICIATION**

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the State Agency.

**A.29 MATHEMATICAL ERRORS**

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

**A.30 DISCLOSURE**

Upon receipt, all inquires and responses to inquires related to this Invitation for Bid become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

**Bids become "Public Records" ten (10) days after the bid opening or if an award decision is made earlier than this time as provided by Florida Statue 119.071.** No announcement or review of the bid documents shall be conducted at the public opening of the bids.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, tabulation shall be posted on [www.mymanatee.org](http://www.mymanatee.org).

**A.31 BE GREEN**

All Bidders are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment. Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

**A.32 SECTION 3 REQUIREMENTS**

The purpose of Section 3 is to ensure that economic opportunities generated from HUD funded (partially or fully) projects will be directed to low- and very low-income persons. See Bid Article E.02 for the Section 3 Clause. The following minimum thresholds have been set by HUD for determining compliance with Section 3 requirements:

**A.32 SECTION 3 REQUIREMENTS (Continued)**

1. All contractors/subcontractors must attempt to fill at least 30% of newly created positions with Section 3 residents.
2. All prime contractors must attempt to award at least 25% of the total cost all subcontracts for Section 3 covered contracts to Section 3 businesses.
3. A combination of 1 and 2 above

**Demonstrating Compliance with Section 3 Resident Requirements**

All contractors and subcontractors must attempt to provide training and/or employment opportunities, as prioritized below, for at least thirty percent (30%) of newly created positions required for the project:

- i. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents)
- ii. Participants in HUD Youthbuild Programs (category 2 residents)
- iii. Homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located
- iv. Other Section 3 residents

**Demonstrating Compliance with Section 3 Business Requirements**

All prime contractors must attempt to award subcontracts to Section 3 businesses whenever feasible, as prioritized below:

- i. A business that is 51 percent or more owned by Section 3 residents; or,
- ii. A business whose permanent, full time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within 3 years of the date of first employment with the business were Section 3 residents; or,
- iii. A business that provides evidence of a commitment to sub-contract in excess of 25 percent of the dollar award of all sub-contractors to be awarded to businesses that meet the qualifications set forth in paragraphs 1 & 2 above.

Manatee County is required to document Section 3 employment/training opportunities annually on the Section 3 Summary Report, Economic Opportunities for Low- and Very Low Income Persons; Form HUD 60002 (**SEE ATTACHMENT 1 – Grant Report Forms for Awardee**). Each contractor/subcontractor is required to assist Manatee County in HUD reporting requirements by submitting a Contractor and Subcontractor Report (**SEE ATTACHMENT 1 – Grant Report Forms for Awardee**) with the first certified payrolls for each project. During the duration of the project, subsequent reports may be required to document any additional Section 3 hiring.

**Demonstrating Compliance with Section 3 Business Requirements (Continued)**

All efforts undertaken by each contractor/subcontractor to meet Section 3 requirements must be documented, regardless of whether those efforts result in job training or creation. The bidder selected for this project will be required to submit a Section 3 Plan for each contractor/subcontractor, which includes but is not limited to all efforts that will be undertaken to address Section 3 requirements, such as names and payroll histories of existing employees that will be utilized for the project, hiring needs by job classification, and efforts to secure Section 3 business concerns/residents.

For assistance in obtaining Section 3 status, contractors can contact the Manatee County Neighborhood Services Department (Bill O'Shea) at (941) 748-4501, extension 6858 for information. Section 3 status is not a requirement for award of this contract, but will be given preference in award evaluation.

**NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR SPECIFICATIONS, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.**

**END OF SECTION "A"**

## SECTION B BASIS OF AWARD

### B.01 BASIS OF AWARD

**Two schedules for Completion of the Work shall be considered. Each bid for completion by the specified stated time shall be offered as a separate "Total Bid Price". The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.**

Award, with preference given to certified Minority or Woman Business Enterprises and Section 3 businesses (MBE/WBE/SEC3), shall be to the responsive, responsible bidder(s) meeting specifications and **having the lowest Total Bid Price for Bid "A" or the lowest Total Price for Bid "B"** as set forth in this Invitation For Bid. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in this Bid Document to the County's satisfaction within the prescribed time. **Inspection of the project site(s) is a prerequisite for award.**

**Based upon the requirements of the Community Development Block Grant, the bid received from a MBE/WBE/SEC3 shall be given preference in award, if it is reasonable and no more than 10% higher than the bid of the lowest responsive bid from any qualified bidder. If no responsive bid received by a MBE/WBE/SEC3 is within 10% of the lowest responsive bid from any qualified bidder, the award shall be made to the qualified bidder with the lowest responsive, responsible bid.**

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a MBE/WBE/SEC3 shall be given preference in award provided that the bid is reasonable and no more than 10% higher than the bids received. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids or neither of these bids are received from a certified MBE/WBE/SEC3 business, the bid received from a local business shall be given preference in award. If neither of the tie bids received are from a MBE/WBE/SEC3 or a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

**B.02 SUBCONTRACTORS**

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility of the County for the proper completion of all Work to be executed under this contract.

The employment of unauthorized aliens by any vendor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

**B.03 QUALIFICATIONS OF BIDDERS**

**All prime contractors and subcontractors identified in the bid submittal must register with Jobs, etc., an employment agency.** Contractors should contact Peter Kizui at the Bradenton Jobs, etc. Office, 3526 Ninth Street West, Bradenton, Florida, 34205, phone: (941) 714-7449, Ext. 2133 / email: [PKIZUI@SWDB.org](mailto:PKIZUI@SWDB.org).  
**Proof of registration must be included with the bid submittal.**

Each bidder must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this bid; and upon request, shall submit a true copy of all applicable licenses.

The License requirement for this project is a **General Contractor. A copy of the license (s) shall be provided at time of bid submittal.**

A complete list of all subcontractors proposed for any portion of the Work may be requested of any Bidder deemed necessary by the Owner. Subcontracts shall be awarded only to those subcontractors considered satisfactory by the Owner.

To be considered for award of this project, the contractor shall not be debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of County's request; written evidence such as financial data, previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of Bidder's qualification to do business in the state of Florida. Each bidder shall submit as a portion of their bid a completed Contractor's Questionnaire included herein.

**B.03** **QUALIFICATIONS OF BIDDERS(Continued)**

Bidders are to submit with their bid:

1. Proof of registration with the Bradenton Jobs, etc., Office
2. MBE/WBE/SEC3 must provide proof of certification
3. Section G Bid Form pages
4. Section H Certification Forms (2)
5. Copy of the license (s)

**B.04** **INSPECTION OF SITE**

**Prior to submission of bid, each bidder shall visit the site to become familiar with all conditions that may affect services that are required to completely execute the full intent of these specifications. Site Visit shall be acknowledged in Section G, Bid Form, Page 37.**

**B.05** **PREPARATION OF CONTRACT**

A written notice confirming award or recommendation thereof will be forwarded to the Successful Bidder accompanied by the required number of unsigned counterparts of the Agreement. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Contract must be approved in accordance with the Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance and the Standards and Procedures approved by the County Administrator).

**END OF SECTION "B"**



**SECTION C**  
**GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

**C.01 CONTRACT FORMS**

The agreement resulting from the acceptance of a bid shall be in the form of a two party agreement.

**C.02 ASSIGNMENT OF CONTRACT**

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due thereunder to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

**C.03 COMPLETION OF WORK**

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered based on **Bid "A" 180 calendar days** and **Bid "B" based on 210 calendar days.** The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

**C.04 LIQUIDATED DAMAGES**

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **\$1,148.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

**C.05 PAYMENT**

Contractor may apply for partial payment on monthly estimates, based on the amount of Work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor within 20 days after the pay estimate has been approved by the County. **If Outside Agent approval is required, payment shall be due 25 business days after the pay estimate has been approved by the agent for the County.**

**C.05 PAYMENT (Continued)**

It is the Contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodical Pay Estimate signed by the Contractor shall be final for any or all work covered by the Periodical Pay Estimate. Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The Contractor agrees to furnish an affidavit stating that all laborers, material men, and subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

In accordance with the Prompt Payment Act, Section 218.735 (7), Florida Statutes, a Punch List shall be developed.

For projects with an estimated cost of less than \$10 million, the punch list shall be provided within 30 calendar days after reaching substantial completion. If substantial completion is not defined in the contract; upon reaching beneficial occupancy or use.

For projects with an estimated cost of \$10 million or more, within 30 calendar days, OR if extended by contract, up to 60 calendar days after reaching substantial completion. If substantial completion is not defined in the contract; upon reaching beneficial occupancy or use.

The final contract completion date must be at least 30 days after delivery of the list of items. If the list is NOT provided to the Contractor by the agreed upon date, the contract completion time must be extended by the number of days the County exceeded the delivery date.

When the Contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection.

When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract Documents.

**C.05 PAYMENT (Continued)**

When final acceptance has been made by the County, the County will make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made. The Contract will be considered complete when all work has been finished, the final inspection made, approved as-builts received, and the project finally accepted in writing by the County. The Contractor's responsibility shall then terminate except as otherwise stated.

**C.06 RETAINAGE**

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the County may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work. Upon final acceptance, the remaining retainage shall be included in the final payment.

**C.07 WARRANTY AND GUARANTEE PROVISIONS**

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the contractor is warranted and guaranteed by the contractor to be such as to meet the required standards and to accomplish the purpose and function of the project as defined, detailed, and specified herein.

The County shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the contractor, and do not constitute exclusive remedies of the County against the contractor.

**C.08 ROYALTIES AND PATENTS**

The contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Contractor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

**C.09 AUTHORIZED PRODUCT REPRESENTATION**

The contractor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

**C.10 REGULATIONS**

It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and/or other federal or state of Florida rules, regulations or other requirements, as each may apply.

**C.11 CANCELLATION**

Any failure of the contractor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated.

If the contractor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this contract with or without cause.

**C.12 INDEMNIFICATION**

The contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

**C.13 MANUALS, SCHEMATICS, HANDBOOKS**

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each.

**C.14 INSURANCE**

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to Purchasing within ten calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

**C.14 INSURANCE (Continued)**

a. **Workers' Compensation/Employers' Liability**

**Part One** - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

**Part Two** - The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. **Commercial General Liability**

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Ni
Medical Expense (Any One Person)	\$ Nil

c. **Business Auto Policy**

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

d. **Owners Protective Liability Coverage**

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. **Property Insurance**

**If this contract includes** construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

C.14 INSURANCE (Continued)f. Installation Floater

**If this contract does not include** construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project.

Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: - The contractor shall name Manatee County as additional insured in each of the applicable policies.**

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Official 30 days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or contractor's sureties to the County or to any workers, suppliers, materialmen or employees in relation to this contract.

h. Retainage:(Contract under \$ 100,000)

A **retainage** of 10% of the total contract amount shall be withheld from all payments until 50% of the Work has been completed. After 50% completion, the retainage shall be reduced to 5% of the total contract amount, and one half of the previously withheld amount shall be paid to the Contractor. The remaining retainage shall be included in the final payment.

(Contract over \$ 100,000)

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the Owner reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work.

**C.15 BID BOND/CERTIFIED CHECK**

By offering a submission to this Invitation For Bid, the bidder agrees should the bidder's bid be accepted, to execute the form of contract and present the same to Manatee County for approval within 10 days after being notified of the awarding of the contract. The bidder further agrees that failure to execute and deliver said form of contract **within 10 days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid.

The bidder further agrees that in case the bidder fails to enter into a contract, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a contract with a bidder, or if the County rejects any and/or all bids, accompanying bond will be promptly returned.

**C.16 PERFORMANCE AND PAYMENT BONDS**

The successful bidder shall furnish surety bonds as security for faithful performance of the contract awarded as a result of this bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. Surety of such bonds shall be in an amount equal to the bid award (100% each) and from a duly authorized and nationally recognized surety company, authorized to do business in Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds a certificate and effective dated copy of power-of-attorney. (Reference Florida Statute 255.05)

Furnishing the performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful bidder to execute such contract and to supply the required bonds shall be just cause for annulment of the award.

The County may then contract with another acceptable bidder or re-advertise this Invitation For Bid. If another bidder is accepted, and notice given within 90 days after the opening of bids, this acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of the County at any time, to require performance by the contractor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions. Bonds to remain in effect for one year after final payment becomes due.

**C.17 NO DAMAGES FOR DELAY**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses

**C.17 NO DAMAGES FOR DELAY (Continued)**

for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**C.18 INTEREST**

Any monies not paid by the County when claimed to be due to the Contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

**C.19 CONSTRUCTION OF CONTRACT**

This Contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

**END OF SECTION "C"**



## **SECTION D**

### **SPECIFICATIONS**

#### **D.01 THE WORK**

The Work in this Project consists of the installation of approximately 2500 linear feet of 4" thick sidewalk, 5' wide, 396 square yards of driveway, and 1628 linear feet of storm pipe of various sizes.

Governing Standards and Specifications for this project: Florida Department of Transportation, Design Standards Dated 2010, and Division II and III of the Standards and Specifications for Road and Bridge Construction dated 2007, as amended by contract documents.

The Project is located along the east side of 17<sup>th</sup> Street East (between 36<sup>th</sup> Avenue East and 30<sup>th</sup> Avenue East), and along the south side of 30<sup>th</sup> Avenue East (between 17<sup>th</sup> Street East to U.S. 301).

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications and as shown on the Contract Drawing.

The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and / or restoration required as a result of damages caused prior to acceptance by the Owner.

The Contractor shall furnish and install all materials equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

The Work shall be constructed in accordance with the contract documents and the applicable state, county and local laws, rules, ordinances, and permits.

#### **D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS**

The identity of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the County for each bid item from any of the Bidders; and the Bidder shall respond within five days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

**D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS (Continued)**

If apparent successful Bidder declines to make any such substitution, County may award the contract to the next lowest qualified Bidder that proposes to use acceptable subcontractors, suppliers, and other persons who County does not make written objection to. Contractor shall not be required to employ any subcontractor, supplier, other person or organization who Contractor has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility to the County for the proper completion of all Work to be executed under this contract.

**D.03 BIDS**

Bids are to be submitted in triplicate, one original and two copies, upon the County supplied forms. All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the Bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to bid requirements.

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

**D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Bid Documents; and (e) notify County of all conflicts, errors, or discrepancies in the Bid Document.

The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time price and other terms and conditions of the Contract Documents, County

**D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE (Continued)**

will provide each Bidder access to the site to conduct such explorations and tests. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work identified in the Contract Documents.

All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the Contract Documents.

**D.05 MATERIALS AND WORKMANSHIP**

All materials and apparatus required for this Work, except as specifically specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Construction shall be prescribed by good industry practice and in accordance with manufacturer's recommendations for the type being installed.

Use skilled workman trained and experienced in the necessary trades and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.

**D.06 REGULATIONS AND MATERIAL DISPOSAL**

It shall be the responsibility of the contractor to assure compliance with any OSHA, EPA, federal, state, and/or local rules, regulations or other requirements as each may apply.

**D.07 DISCRETIONARY WORK**

This Bid Item entails minor increases (that may be directed by staff) to existing bid item quantities or minor modification items not bid which were unforeseen and necessary during the construction to provide a safe, complete project in accordance with Bid Documents. (This will not affect the requirement for change orders involving major modifications to the project.) Payment for all Work under this item shall be made only at the County's discretion in order to satisfactorily complete the project. In general, this item is for unanticipated conflicts and/or design changes required during construction which are necessary to complete the project without changing the initial scope of Work and without costly delays.

**END OF SECTION "D"**

**SECTION E**  
**COMPLIANCE WITH FEDERAL LAWS**

**E.01 GENERAL PROVISIONS**

- a) Equal Employment Opportunity – Contractor is required to comply with EO 11246, “Equal Employment Opportunity,” as amended by E.O 11246, Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR, Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”; and
- b) Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S. 276c) Contractor is required to comply with the Copeland “Anti-Kickback” Act (18 USC 874), as supplemented by Department of Labor Regulations (29 CFR Pat 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled; and
- c) Rights to Inventions Made Under a contract – Contractor shall comply with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD; and
- d) Byrd Anti-Lobbying Amendment (31 U.S.C., 1352) – Contractor is required to file the required certification for bids over \$100,000. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award; and
- e) Debarment and Suspension – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O 12549. Contractors with awards that exceed the small

E.01 GENERAL PROVISIONS (Continued)

purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees; and

- f) Drug-Free Workplace Requirements – The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Contractor is required to comply with drug-free workplace requirements in accordance with the Act and with HUDs rules at 24 CFR part 24, subpart F (*Section H*); and

E.02 SECTION 3 CLAUSE

- a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended; 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding; if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135; and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause; upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E.02 SECTION 3 CLAUSE (Continued)

- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with section 3 covered Indian housing assistance; section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

E.03 FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS

- a) **Davis Bacon Act**, as amended (40 U.S.C. 267a to a-7) – **Contractor is required to comply with the Davis-Bacon Act** (40 U.S.C 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of labor. In addition, contractors shall be required to pay wages not less than once a week. (See Attachment #1 for Current Federal Wage Decision); and
- b) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 through 333) Contractor is required to comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

**E.03 FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS (Continued)**

- b) Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous; and
- c) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.); and

**E.04 BONDING REQUIREMENTS FOR PROJECTS OVER \$100,000**

- a) A bid guarantee equivalent to five percent (5%) of the bid price is required. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument which must be submitted with the bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified; and
- b) Performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract; and
- c) A payment bond on the part of the contractor for 100% of the contract price. A “payment bond” is one executed in connection with a contract to assure payment is required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**E.05 LABOR STANDARDS (PROJECTS OVER \$2,000)**

The following Federal Labor Standards provisions are in effect and must be complied with by all contractors and subcontractors. As before mentioned it is mandatory that these legislative acts are complied with. Specific reporting requirements include, but shall not be limited to the following:

- a) Federal Wage Decision for Manatee County in Florida. Per the Davis-Bacon Act, these are applicable prevailing federal wage rates for this project. There are no State prevailing wage rates. These wage rates will be compared against those posted by the U.S. Department of Labor. In the event the Federal Wage

**E.05 LABOR STANDARDS (PROJECTS OVER \$2,000.00 (Continued))**

- a) Decision has been updated, proposers will be notified in writing in accordance with the current Federal Wage Decision (See Attachment #2); and
- b) United States Department of Labor, Payroll Form WH-347 (OMB Approval No. 1215-0149) with accompanying Statement of Compliance. Per the Davis-Bacon Act and the Copeland Act, the awarded contractor and its subcontractor's are required to submit weekly payrolls, being accompanied by the Statement of Compliance, bearing an original signature; and
- c) United States Department of Housing and Urban Development and the Office of Labor Relations, Record of Employee Interview, Form HUD-11 (OMB Approval No 2501-0009). Employees of the Contractor and its sub-contractors will be interviewed at different intervals for public recording purposes only, and is used to measure compliance with the Federal Labor Standards.

**END OF SECTION "E"**



**SECTION F**  
**MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**

**F.01 VENDOR REGISTRATION**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on [www.mymanatee.org](http://www.mymanatee.org).

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section of the bid, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on [www.manateechamber.com](http://www.manateechamber.com) as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941)749-3014 if you wish to have a purchasing staff member assist you.

**Quick steps to on line registration:**                      **[www.mymanatee.org](http://www.mymanatee.org)**

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the bid.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory, however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid, and proposal opportunities to your business.

**F.02 SECTION 2-26-6 LOCAL PREFERENCE, TIE BIDS, LOCAL BUSINESS DEFINED**

1. Unless otherwise specified, whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.
2. Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.
3. Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.
4. Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.
5. For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

F.02 SECTION 2-26-6 LOCAL PREFERENCE, TIE BIDS, LOCAL BUSINESS DEFINED (cont'd)

6. Local preference shall not apply to the following categories of contracts:
  - a. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
  - b. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
  - c. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
  - d. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
  - e. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.
  
7. To qualify for local preference under this section, a local business must certify to the County that it:
  - a. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
  - b. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
  - c. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17<sup>th</sup> day of March, 2009.

**MANATEE COUNTY GOVERNMENT  
AFFIDAVIT AS TO LOCAL BUSINESS  
(Complete and Initial Items B-F)**

**A. AUTHORIZED REPRESENTATIVE**

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_

and the duly authorized representative of: [name of business] \_\_\_\_\_,  
and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

**B. PLACE OF BUSINESS:** I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: \_\_\_\_\_ [Initial] \_\_\_\_\_

**C. BUSINESS HISTORY:** I certify that business operations began at the above physical address with at least one fulltime employee on [date] \_\_\_\_\_ [Initial] \_\_\_\_\_

**D. CRIMINAL VIOLATIONS:** I certify that within the past five years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] \_\_\_\_\_

**E. CITATIONS OR CODE VIOLATIONS:** I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this bid announcement. [Initial] \_\_\_\_\_

**F. FEES AND TAXES:** I certify that within this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a legal current appeal. [Initial] \_\_\_\_\_

*Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.*

Signature of Affiant \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

(Notary Seal) Signature of Notary: \_\_\_\_\_

Name of Notary (Typed or Printed): \_\_\_\_\_

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

**Submit executed copy to Manatee County Purchasing, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205**

**SECTION G**  
 (Submit in Triplicate)  
**BID FORM FOR BASE BID "A" AND BASE BID "B"**

For: **IFB #11-1591-OV / Samoset Area / Sidewalks / Drainage**  
**(A/K/A: Central County Infrastructure Improvement Project)**  
**Manatee County Project No. 9012109 1.1 / CSDG Project No. 17873.04**

<b>TOTAL BID PRICE "A": \$ _____</b>
Based on a Completion Time of <b><u>180</u></b> calendar days
<b>TOTAL BID PRICE "B": \$ _____</b>
Based on a Completion Time of <b><u>210</u></b> calendar days

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term, and condition contained in the Invitation For Bids.

We understand that the bid specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Print Person's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_ EMAIL: \_\_\_\_\_

COMPANY'S NAME: \_\_\_\_\_

MBE: \_\_\_\_ WBE: \_\_\_\_ SEC3 \_\_\_\_

AUTHORIZED SIGNATURE(S): \_\_\_\_\_

\_\_\_\_\_  
 Name and Title of Above Signer(s)

CO. MAILING ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

Acknowledge Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

**SIGN AND CONFIRM DATE OF PROJECT VISIT: \_\_\_\_\_ DATE: \_\_\_\_\_**

# SECTION 00300 - BID FORM

IFB #11-1591-OV

(Submit in Triplicate) -

## IFB #11-1591-OV / SAMOSET IMPROVEMENT AREA / SIDEWALKS

(Bid "A" - Based on Completion Time of 180 calendar days)

Manatee County Project No. 9012109 1.1 / CSDG Project No. 17873.04

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
101- 1-	MOBILIZATION	1	LS	\$	\$
102- 1-	MAINTENANCE OF TRAFFIC	1	LS	\$	\$
102- 3-	COMMERCIAL MATERIALS FOR DRIVEWAY MAINT	155	CY	\$	\$
104- 10- 3	SEDIMENT BARRIER	2462	LF	\$	\$
104- 18	INLET PROTECTION SYSTEM	27	EA	\$	\$
110- 1-1	CLEARING AND GRUBBING	1	LS	\$	\$
120- 1-	REGULAR EXCAVATION	355	CY	\$	\$
120- 6	EMBANKMENT	266	CY	\$	\$
425- 1-521	INLETS (DITCH BOTTOM TYPE "C") (<10')	12	EA	\$	\$
425- 1-525	INLETS (DITCH BOTTOM TYPE "C") (<10') PARTIAL	1	EA	\$	\$
425- 1-531	INLETS (DITCH BOTTOM TYPE "C") (<10') MODIFIED	11	EA	\$	\$
425- 1-541	INLETS (DITCH BOTTOM TYPE "D") (<10')	3	EA	\$	\$
425- 2-41	MANHOLE (P-7) (<10')	3	EA	\$	\$
430-175-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12" S/CD	351	LF	\$	\$
430-175-215	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH, 15" S/CD	751	LF	\$	\$
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH, 18" S/CD	516	LF	\$	\$
430-984-121	MITERED END SECTION, OPTIONAL ROUND, 12" SD	3	EA	\$	\$
430-984-623	MITERED END SECTION 15" (ELIP/ARCH) SD	5	EA	\$	\$
430-984-625	MITERED END SECTION 18" (ELIP/ARCH) (SD)	2	EA	\$	\$
515- 2-301	PEDESTRIAN, BICYCLE RAILING, ALUMINUM ONLY, 42" picket rail	170	LF	\$	\$
522- 1-	CONCRETE SIDEWALK, 4" THICK	1,376	SY	\$	\$
522- 2-	CONCRETE SIDEWALK, 6" THICK	395	SY	\$	\$

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

# SECTION 00300 - BID FORM

IFB #11-1591-OV

(Submit in Triplicate) -

## IFB #11-1591-OV / SAMOSET IMPROVEMENT AREA / SIDEWALKS

(Bid "A" - Based on Completion Time of **180** calendar days)

**Manatee County Project No. 9012109 1.1 / CSDG Project No. 17873.04**

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
527- 1-	DETECTABLE WARNING ON EXISTING SIDEWALK	3	EA	\$	\$
570- 1- 2	PERFORMANCE TURF (SOD)	3969	SY	\$	\$
700-20-40	SINGLE SIGN POST, RELOCATE	3	AS	\$	\$
711- 11-123	THERMOPLASTIC (WHITE, SOLID, 12")	250	LF	\$	\$
711- 11-125	THERMOPLASTIC (WHITE, SOLID, 24")	36	LF	\$	\$
	DISCRETIONARY WORK	1	LS		<b>\$55,480.14</b>
	<b>BID TOTAL - BID "A" - Based on a Completion Time of <u>180</u> calendar days</b>				<b>\$</b>

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

# SECTION 00300 - BID FORM

IFB#11-1591-OV

(Submit in Triplicate)

## WORK BY SUBCONTRACTORS

### IFB #11-1591-OV / SAMOSET IMPROVEMENT AREA / SIDEWALKS

BID "A" Based on a Completion Time of **180** calendar days

Manatee County Project No. 9012109 1.1 / CSDG Project No. 17873.04

ITEM NO.	DESCRIPTION	WORK BY SUBCONTRACTOR		DESCRIPTION OF WORK BY CONTRACTOR
		%	MBE/WBE	
101- 1-	MOBILIZATION			
102- 1-	MAINTENANCE OF TRAFFIC			
102- 3-	COMMERCIAL MATERIALS FOR DRIVEWAY MAINT			
104- 10- 3	SEDIMENT BARRIER			
104- 18	INLET PROTECTION SYSTEM			
110- 1-1	CLEARING AND GRUBBING			
120- 1-	REGULAR EXCAVATION			
120- 6	EMBANKMENT			
425- 1-521	INLETS (DITCH BOTTOM TYPE "C") (<10')			
425- 1-525	INLETS (DITCH BOTTOM TYPE "C") (<10') PARTIAL			
425- 1-531	INLETS (DITCH BOTTOM TYPE "C") (<10') MODIFIED			
425- 1-541	INLETS (DITCH BOTTOM TYPE "D") (<10')			
425- 2-41	MANHOLE (P-7) (<10')			
430-175-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12" S/CD			
430-175-215	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH, 15" S/CD			
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH, 18" S/CD			
430-984-121	MITERED END SECTION, OPTIONAL ROUND, 12" SD			
430-984-623	MITERED END SECTION 15" (ELIP/ARCH) SD			
430-984-625	MITERED END SECTION 18" (ELIP/ARCH) (SD)			
515- 2-301	PEDESTRIAN, BICYCLE RAILING, ALUMINUM ONLY, 42" picket rail			
522- 1-	CONCRETE SIDEWALK, 4" THICK			
522- 2-	CONCRETE SIDEWALK, 6" THICK			

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_



# SECTION 00300 - BID FORM

IFB#11-1591-OV

(Submit in Triplicate)

## WORK BY SUBCONTRACTORS

**IFB #11-1591-OV / SAMOSET IMPROVEMENT AREA / SIDEWALKS**

**BID "A" Based on a Completion Time of 180 calendar days**

**Manatee County Project No. 9012109 1.1 / CSDG Project No. 17873.04**

ITEM NO.	DESCRIPTION	WORK BY SUBCONTRACTOR		DESCRIPTION OF WORK BY CONTRACTOR
		%	MBE/WBE	
527- 1-	DETECTABLE WARNING ON EXISTING SIDEWALK			
570- 1- 2	PERFORMANCE TURF (SOD)			
700-20-40	SINGLE SIGN POST, RELOCATE			
711- 11-123	THERMOPLASTIC (WHITE, SOLID, 12")			
711- 11-125	THERMOPLASTIC (WHITE, SOLID, 24")			

**This is a duplication of the bid items where the Bidder shall state the percentage to work (of each item listed) and a description of the work which shall be performed by a subcontractor.**

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

# SECTION 00300 - BID FORM

IFB #11-1591-OV

(Submit in Triplicate) -

## IFB #11-1591-OV / SAMOSET IMPROVEMENT AREA / SIDEWALKS

(Bid "B" - Based on Completion Time of 210 calendar days)

Manatee County Project No. 9012109 1.1 / CSDG Project No. 17873.04

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
101- 1-	MOBILIZATION	1	LS	\$	\$
102- 1-	MAINTENANCE OF TRAFFIC	1	LS	\$	\$
102- 3-	COMMERCIAL MATERIALS FOR DRIVEWAY MAINT	155	CY	\$	\$
104- 10- 3	SEDIMENT BARRIER	2462	LF	\$	\$
104- 18	INLET PROTECTION SYSTEM	27	EA	\$	\$
110- 1-1	CLEARING AND GRUBBING	1	LS	\$	\$
120- 1-	REGULAR EXCAVATION	355	CY	\$	\$
120- 6	EMBANKMENT	266	CY	\$	\$
425- 1-521	INLETS (DITCH BOTTOM TYPE "C") (<10')	12	EA	\$	\$
425- 1-525	INLETS (DITCH BOTTOM TYPE "C") (<10') PARTIAL	1	EA	\$	\$
425- 1-531	INLETS (DITCH BOTTOM TYPE "C") (<10') MODIFIED	11	EA	\$	\$
425- 1-541	INLETS (DITCH BOTTOM TYPE "D") (<10')	3	EA	\$	\$
425- 2-41	MANHOLE (P-7) (<10')	3	EA	\$	\$
430-175-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12" S/CD	351	LF	\$	\$
430-175-215	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH, 15" S/CD	751	LF	\$	\$
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH, 18" S/CD	516	LF	\$	\$
430-984-121	MITERED END SECTION, OPTIONAL ROUND, 12" SD	3	EA	\$	\$
430-984-623	MITERED END SECTION 15" (ELIP/ARCH) SD	5	EA	\$	\$
430-984-625	MITERED END SECTION 18" (ELIP/ARCH) (SD)	2	EA	\$	\$
515- 2-301	PEDESTRIAN, BICYCLE RAILING, ALUMINUM ONLY, 42" picket rail	170	LF	\$	\$
522- 1-	CONCRETE SIDEWALK, 4" THICK	1,376	SY	\$	\$
522- 2-	CONCRETE SIDEWALK, 6" THICK	395	SY	\$	\$

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

# SECTION 00300 - BID FORM

IFB #11-1591-OV

(Submit in Triplicate) -

## IFB #11-1591-OV / SAMOSET IMPROVEMENT AREA / SIDEWALKS

(Bid "B" - Based on Completion Time of 210 calendar days)

**Manatee County Project No. 9012109 1.1 / CSDG Project No. 17873.04**

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
527- 1-	DETECTABLE WARNING ON EXISTING SIDEWALK	3	EA	\$	\$
570- 1- 2	PERFORMANCE TURF (SOD)	3969	SY	\$	\$
700-20-40	SINGLE SIGN POST, RELOCATE	3	AS	\$	\$
711- 11-123	THERMOPLASTIC (WHITE, SOLID, 12")	250	LF	\$	\$
711- 11-125	THERMOPLASTIC (WHITE, SOLID, 24")	36	LF	\$	\$
	DISCRETIONARY WORK	1	LS		<b>\$55,480.14</b>
	<b>BID TOTAL - BID "B" - Based on a Completion Time of <u>210</u> calendar days</b>				<b>\$</b>

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

# SECTION 00300 - BID FORM

IFB#11-1591-OV

(Submit in Triplicate)

## WORK BY SUBCONTRACTORS

**IFB #11-1591-OV / SAMOSET IMPROVEMENT AREA / SIDEWALKS**

BID "B" Based on a Completion Time of **210** calendar days

**Manatee County Project No. 9012109 1.1 / CSDG Project No. 17873.04**

ITEM NO.	DESCRIPTION	WORK BY SUBCONTRACTOR		DESCRIPTION OF WORK BY CONTRACTOR
		%	MBE/WBE	
101- 1-	MOBILIZATION			
102- 1-	MAINTENANCE OF TRAFFIC			
102- 3-	COMMERCIAL MATERIALS FOR DRIVEWAY MAINT			
104- 10- 3	SEDIMENT BARRIER			
104- 18	INLET PROTECTION SYSTEM			
110- 1-1	CLEARING AND GRUBBING			
120- 1-	REGULAR EXCAVATION			
120- 6	EMBANKMENT			
425- 1-521	INLETS (DITCH BOTTOM TYPE "C") (<10')			
425- 1-525	INLETS (DITCH BOTTOM TYPE "C") (<10') PARTIAL			
425- 1-531	INLETS (DITCH BOTTOM TYPE "C") (<10') MODIFIED			
425- 1-541	INLETS (DITCH BOTTOM TYPE "D") (<10')			
425- 2-41	MANHOLE (P-7) (<10')			
430-175-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12" S/CD			
430-175-215	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH, 15" S/CD			
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH, 18" S/CD			
430-984-121	MITERED END SECTION, OPTIONAL ROUND, 12" SD			
430-984-623	MITERED END SECTION 15" (ELIP/ARCH) SD			
430-984-625	MITERED END SECTION 18" (ELIP/ARCH) (SD)			
515- 2-301	PEDESTRIAN, BICYCLE RAILING, ALUMINUM ONLY, 42" picket rail			
522- 1-	CONCRETE SIDEWALK, 4" THICK			
522- 2-	CONCRETE SIDEWALK, 6" THICK			

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

# SECTION 00300 - BID FORM

IFB#11-1591-OV

(Submit in Triplicate)

## WORK BY SUBCONTRACTORS

**IFB #11-1591-OV / SAMOSET IMPROVEMENT AREA / SIDEWALKS**

BID "B" Based on a Completion Time of **210** calendar days

**Manatee County Project No. 9012109 1.1 / CSDG Project No. 17873.04**

ITEM NO.	DESCRIPTION	WORK BY SUBCONTRACTOR		DESCRIPTION OF WORK BY CONTRACTOR
		%	MBE/WBE	
527- 1-	DETECTABLE WARNING ON EXISTING SIDEWALK			
570- 1- 2	PERFORMANCE TURF (SOD)			
700-20-40	SINGLE SIGN POST, RELOCATE			
711- 11-123	THERMOPLASTIC (WHITE, SOLID, 12")			
711- 11-125	THERMOPLASTIC (WHITE, SOLID, 24")			

**This is a duplication of the bid items where the Bidder shall state the percentage to work (of each item listed) and a description of the work which shall be performed by a subcontractor.**

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**SECTION G – BID FORM  
SWORN STATEMENT  
THE FLORIDA TRENCH SAFETY ACT**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with IFB No. #11-1591-OV
2. This Sworn Statement is submitted by \_\_\_\_\_  
whose business address is \_\_\_\_\_  
and, if applicable, its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.
3. Name of individual signing this Sworn Statement is: \_\_\_\_\_,  
Whose relationship to the above entity is: \_\_\_\_\_.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

<u>Trench Safety Measure (Description)</u>	<u>Units of Measure (LF, SY)</u>	<u>Unit Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
a. _____	_____	_____	\$ _____	_____
b. _____	_____	_____	\$ _____	_____
c. _____	_____	_____	\$ _____	_____
d. _____	_____	_____	\$ _____	_____

7. The undersigned intends to comply with these standards by instituting the following procedures:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

THE UNDERSIGNED, in submitting this Bid, represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as they may deem necessary to adequately design the trench safety system(s) to be utilized on this project.

\_\_\_\_\_  
(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(impress official seal)

\_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

**SECTION G – BID FORM**  
**CONTRACTOR'S QUESTIONNAIRE**  
 (Submit in Triplicate)

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.**

1. LICENSE # and COMPANY'S NAME: \_\_\_\_\_  
 CO. PHYSICAL ADDRESS: \_\_\_\_\_  
 STATE OF INCORPORATION, IF APPLICABLE: \_\_\_\_\_  
 TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_
2. Bidding as an individual: \_\_\_\_; a partnership: \_\_\_\_; a corporation: \_\_\_\_; a joint venture: \_\_\_\_
3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers and the same if any venturer is a corporation, partnership, or joint venture:  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Your organization has been in business (under this firm's name) as a \_\_\_\_\_  
 for how many years? \_\_\_\_\_ Years experience in directional drilling, in particular pilot hole steering and position monitoring? \_\_\_\_\_
5. Have you ever failed to complete work awarded to you? Or provide projects not completed within contract time. If so, state when, where (contact name, address, phone number) and why?  
 \_\_\_\_\_  
 \_\_\_\_\_
6. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:  
 \_\_\_\_\_  
 \_\_\_\_\_
7. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_

8. What specific steps have you taken to examine the physical conditions at or contiguous to the site(s), including but not limited to, the location of existing underground facilities?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. What specific physical conditions found will, in any manner, affect cost, progress, performance, or finishing of the work?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. If any, list (with contract amount) WBE/MBE/SEC3s to be utilized, including self:

\_\_\_\_\_  
\_\_\_\_\_

11. What equipment do you own to accomplish this Work?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. What equipment will you purchase/rent for the Work? (specify which)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. List the following in connection with the Surety which is providing the Bond(s), if applicable:

Surety's Name: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

Name, address and phone number of Surety's resident agent for service of process in Florida:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_



## SECTION H

### Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),  
MANATEE COUNTY PURCHASING CODE

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the Manatee County Board of County Commissioners by \_\_\_\_\_  
[print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_ (If the entity has no FEIN,

include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and

Drug Free Work Place Certification (Cont'd.)

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 200\_\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

# PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

## SWORN STATEMENT PURSUANT TO ARTICLE 5, MANATEE COUNTY PURCHASING CODE

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the Manatee County Board of County Commissioners by \_\_\_\_\_  
[print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include

the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Public Contracting and Environmental Crimes Certification (Cont'd.)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**FORM OF AGREEMENT  
BETWEEN THE  
COUNTY OF MANATEE, FLORIDA  
AND THE CONTRACTOR AS IDENTIFIED BELOW  
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE**

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "COUNTY" and \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at located at \_\_\_\_\_, \_\_\_\_\_.

**Article 1. WORK**

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **IFB#11-1591-OV / SAMOSET AREA / SIDEWALKS / DRAINAGE (A/K/A: Central County Infrastructure Improvement Project) MANATEE COUNTY, FL** in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

**Article 2. ENGINEER**

The County of Manatee, Project Management Department, is responsible as the COUNTY and **CIVILSURV DESIGN GROUP, LAKELAND, FL** hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee  
Project Management Division, Public Works  
Project Manager  
Mr. Walter Sowa  
IFB#11-1591-OV  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208  
Ph: 941-749-3052

CivilSurv Design Group  
Engineer of Record  
2525 Drane Field Rd., Suite 7  
Mr. John E. Howle, P.E.  
Lakeland, FL 33811  
Ph: 863-646-4771

Where the terms ENGINEER and/or COUNTY are used in the Contract Documents, it shall mean the COUNTY'S project management team.

**Article 3. CONTRACTOR'S REPRESENTATIONS**

In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.

- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

**Article 4. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 4.1 This Agreement and Bid Document **IFB#11-1591-OV**
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda \_\_\_ and \_\_\_\_ inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.

- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

**Article 5. MISCELLANEOUS**

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 5.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.



IFB #10-3612-OV  
Lincoln Park Splash Pad & Restroom Pavilion

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #11-1591-OV / Samoset Area / Sidewalks / Drainage (A/K/A: Central County Infrastructure Improvement Project) Manatee County FL) subject to additions and deduction as provided therein, the sum of \_\_\_\_\_ and \_\_\_\_ (Cents) for Bid "X" Based on Completion Time of XXX calendar days and the sum of \$1,148.00 as liquidated damages for each calendar day of delay.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Signer (printed)

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

MANATEE COUNTY GOVERNMENT

BY: \_\_\_\_\_ For the County  
Signature

R. C. "Rob" Cuthbert, CPM, CPPO, Purchasing Official  
Name and Title of Signer

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

## SECTION J GENERAL CONDITIONS

### ARTICLE I - DEFINITIONS

Whenever used in the Bid Documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

Addendum - Written or graphic instruments issued prior to the opening of bids which clarify or change the bidding documents or the contract documents.

Agreement - The written Agreement between County and Contractor covering the Work to be performed; other contract documents are attached to the Agreement and made a part thereof as provided therein.

Amendment - A written amendment of the contract documents, signed by County and Contractor on or after the effective date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly work related aspects of the contract documents.

Application for Payment - The form accepted by Project Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the contract documents.

Award - Acceptance of the bid from the person, firm, or corporation which in the County's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made by a majority vote of a quorum of Manatee County Board of County Commissioners in open session; or by the Purchasing Official in accordance with Manatee County Code of Laws.

Bid - The offer of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - One who submits a bid directly to the County, as distinct from a sub-bidder, who submits a bid to a Bidder.

Bidding Documents - Consists of the Invitation For Bid, which includes but is not limited to: the bid form, drawings, Contract Documents, terms and conditions, and the proposed contract documents (including all Addenda issued prior to receipt of bids); and becomes a part of the Agreement.

Bonds - Performance and payment bonds and other instruments of security.

Change Order - A document recommended by Project Representative which is signed by Contractor and County and authorizes an addition, deletion, or revision in the Work or an adjustment in the contract price or the contract time, issued on or after the effective date of the Agreement.

Compensable Delay - Any delay beyond the control and without the fault or negligence of the Contractor resulting from County-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by County.

Contract Documents - The Agreement, Addenda (which pertain to the contract documents), Contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the Notice of Award), the bonds, the specifications and the drawings, together with all amendments, modifications and supplements issued on or after the effective date of the Agreement.

Contract Price - The monies payable by County to Contractor under the contract documents as stated in the Agreement.

Contract Time - The number of days or the date stated in the Notice to Proceed for the completion of the Work.

Contractor - The person, firm or corporation with whom County has entered into an Agreement.

County - Manatee County, Florida, Board of County Commissioners.

Days - All references to days are to be considered calendar days except as specified differently.

Defective - An adjective which when modifying the work refers to work that is unsatisfactory, faulty or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the contract documents, or has been damaged prior to Project Representative's recommendation of final payment (unless responsibility for the protection thereof has been assumed by County).

Discretionary – Payment for all work that shall be made only at the County's discretion in order to satisfactorily complete the project in accordance with the Plans and Specifications.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the bidding and contract documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective (date of execution).

Excusable Delay - Any delay beyond the control and without the negligence of the Contractor, the County, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, fires, floods, freight embargoes, acts of government other than County, or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Inexcusable Delay - Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor.

Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the contract time.

Notice of Award - The written notice to the successful bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Official in accordance with Ordinance 09-52, Manatee County Purchasing Code.

Notice of Intent to Award - The written notice to the apparent low bidder stating Award has been recommended with final Award to be authorized by the Board of County Commissioners.

Notice to Proceed - Written notice by County (after execution of contract) to Contractor fixing the date on which the contract time will commence to run and on which Contractor shall start to perform (ten (10) days from date of such notice) Contractor's obligations under the contract documents.

Preconstruction Conference - Prior to starting the Work, a meeting scheduled by County with Contractor to review the Work schedules, to establish procedures for handling shop drawings and other submissions, for processing periodical pay estimates, and such other matters as may be pertinent to the project.

Prejudicial Delay - Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the contract time unless the Work is accelerated.

Pre-operation Testing - All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the work have been properly constructed and do operate in accordance with the contract documents for their intended purposes.

Project - The total construction of which the Work to be provided under the contract documents may be the whole or a part as indicated elsewhere in the contract documents.

Project Representative - The authorized representative of County who is assigned to the project or any part thereof.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

**Specifications** - Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

**Subcontractor** - An individual or corporation having a direct contact with Contractor or with any other subcontractor for the performance of a part of the Work at the site. Such person or firm has contractual relations with the Contractor, not with the County.

**Substantial Completion** - The Work (or a specified part thereof) has progressed to the point when, in the opinion of the Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete in accordance with contract documents so that the work can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due.

**Successful Bidder** - The lowest qualified, responsible and responsive bidder to whom an award is made.

**Supplier** - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

**Underground Facilities** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**Unit Price Work** - Work to be paid for on the basis of unit prices.

**Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

**Work Directive Change** - A written directive to contractor, issued on or after the effective date of the Agreement and signed by County and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A work directive change may not change the contract price or the contract time; but is evidence that the parties expect that the change directed or documented by a work directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the contract price or contract time.

## ARTICLE 2 - PRELIMINARY MATTERS

Computation of Time: When time is referred to in the contract documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the County to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The County shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The County, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the County, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the County's review and approval. In addition, more detailed schedules may be required by the County for daily traffic control.
- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the notice to proceed, but no work shall be done at the site prior to the date on which the contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the County as insufficient or improper for securing the quality of work required or the required rate of progress, the County may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the County to demand any increase of such efficiency or any improvement shall not release the County from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the contract. The County may require the Contractor to remove from the Work such employees as the County deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the County's interest.
- 2.4 The County reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

## ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, RE-USE

- 3.1 The contract documents comprise the entire Agreement between County and Contractor concerning the work. The contract documents are complementary; what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with the laws and ordinances of the State of Florida and the County of Manatee.

Should a conflict exist within the contract documents, the precedence in ascending order of authority are as follows: 1) Standard Printed Contract Documents, 2) Special Conditions, 3) General Conditions and 4) Drawings. Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the contract documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the contract documents. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of County, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.

- 3.3 The contract documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.3.1 A Formal Written Amendment
- 3.3.2 A Change Order
- 3.3.3 Administrative Contract Adjustment (ACA)

- 3.4 In addition, the requirements of the contract documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

- 3.4.1 Discretionary Work – Field Directive
- 3.4.2 Engineer's approval of a Shop Drawing or sample.

## ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or legal holiday without County's written consent given after prior notice to Engineer (at least 72 hours in advance).
  - 4.2.1 Contractor shall pay for all additional engineering charges to the County for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by County on account of such overtime work. At County's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the contract documents.
- 4.5 Contractor shall be fully responsible to County for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between County or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of County to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization.



- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. County shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by County. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 **Safety and Protection**: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the work and other persons and organizations who may be affected thereby;
  - 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
  - 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the County's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

- 4.10 **Emergencies:** In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or County, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County prompt written notice if Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If County determines that a change in the contract documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, County/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the bid, but proposed after the effective date of the agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the County and an appropriate change order executed.
- 4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the contract documents.
- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 4.11.3 Contractor shall reimburse County for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the work while the substitute was undergoing review.

- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the work and all other matters which can in any way affect the work under this contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the contract documents. No verbal agreement or conversation with any officer, agent or employee of the County, before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the County in writing, and the County shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

#### ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 County shall furnish the data required of County under the contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than 45 days) after the Work has been accepted by the County. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the contract documents shall be determined by the County/Engineer. Standard County forms shall be utilized.
- 5.2 The County shall provide the lands upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

- 5.3 The County shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

#### ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any surety, County may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any Work performed that is not required by the contract documents as amended, modified and supplemented.
- 6.3 County and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by County, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the contract price or contract time for the proposed change. Engineer shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

#### ARTICLE 7 - CHANGE OF CONTRACT PRICE

- 7.1 The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the contract price.
- 7.2 The contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.

- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at County's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
  - 7.3.2 By mutual acceptance of lump sum.
  - 7.3.3 On the basis of the cost of the Work, plus a 20% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either County or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
  - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
  - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
  - 7.4.4 If County believes that the quantity variation entitles it to an adjustment in the unit price; or
  - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

#### ARTICLE 8 - CHANGE OF CONTRACT TIME

- 8.1 Contract time may only be changed by a change order or a written amendment. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.

- 8.2 The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by County or others performing additional work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.
- 8.3 All time limits stated in the contract documents are of the essence.

**ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION**

- 9.1 Contractor warrants (for a minimum period of three years or as otherwise stated herein) and guarantees to County that all work will be in accordance with the contract documents and will not be defective; that County, representatives of County, governmental agencies with jurisdictional interests will have access to the work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by County).
- 9.2 If any work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the contract documents.
- 9.3 If the work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, County may order Contractor to stop the work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by County due to delays to other Contractors performing additional work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the contract time and the recovery of delay damages due to correcting or removing defective work.
  - 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective work, or fails to perform the work in accordance with the contract documents, or fails to comply with any other provision of the contract documents, County may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from all or part of the site, take possession of all or part of the work, Contractor's tools, construction equipment and machinery at the site or for which County has paid

Contractor but which are stored elsewhere. All direct, indirect and consequential costs of County in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.

- 9.3.2 If within three years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective work or if it has been rejected by County, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instruction, County may have the defective work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

#### ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

- 10.1 County may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which work will be resumed. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.2 County may terminate the contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the work in accordance with the contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the contract.
- 10.2.1 County may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the work all materials and equipment stored at the site or for which county has paid Contractor but which are stored elsewhere, and finish the work as County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, Contractor shall pay the difference to County. Such costs incurred by County shall be verified by County and incorporated in

a change order; but in finishing the work, County shall not be required to obtain the lowest figure for the work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

- 10.3 If, through no act or fault of Contractor, the work is suspended for a period of more than ninety (90) days by County or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to County terminate the Agreement and recover from County payment for all work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Engineer has failed to act on any application of payment or County has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to County stop the work until payment of all amounts then due.

#### ARTICLE 11 - CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by County or Contractor of such right or remedies as either may otherwise have under the contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which County/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.
- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of contract claims to the Purchasing Official for a decision; the Contractor may request a conference with the Purchasing Official. Claims include, without limitation, disputes arising under the contract and those based upon breach of contract, mistake, misrepresentation, or other cause for modification or revision. Contract claims shall use the process detailed in Section 2-26-63, Manatee County Purchase Code, Ordinance 09-52.

#### ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/County's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with County/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the



County/Engineer and Contractor and dealings with subcontractors shall only be through or with the full knowledge of Contractor.

12.2 Resident Project Representative will:

- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with County/Engineer concerning their acceptability.
- 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with County/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- 12.2.3 Serve as County/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. As requested by County/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
- 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify County/Engineer of their availability for examination.
- 12.2.5 Advise County/Engineer and Contractor or his superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the County/Engineer.
- 12.2.6 Conduct on-site observations of the work in progress to assist County/Engineer in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.
- 12.2.7 Report to County/Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approvals required or if work has been damaged prior to final payment; and advise County/Engineer when he believes work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.

- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to County/Engineer.
- 12.2.10 Transmit to Contractor, County/Engineer's clarifications and interpretations of the contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to County/Engineer.
- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, County/Engineer's clarifications and interpretations of the contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to County/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 12.2.15 Furnish County/Engineer periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with County/Engineer in advance of scheduling major tests, inspections or start of important phases of the work.
- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to County/Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 12.2.19 During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to County/Engineer for his review prior to final acceptance of the work.

- 12.2.20 Before County/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of County/Engineer and Contractor and prepare a final list of items to be completed or corrected.
- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to County/Engineer concerning acceptance.
- 12.3 Except upon written instructions of County/Engineer, Resident Project Representative;
- 12.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment;
- 12.3.2 Shall not exceed limitations on County/Engineer's authority as set forth in the contract documents;
- 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent, or expedite the work;
- 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents;
- 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work;
- 12.3.6 Shall not authorize County to occupy the project in whole or in part; and
- 12.3.7 Shall not participate in specialized field or laboratory tests.

#### ARTICLE 13 - APPRENTICES

- 13.1 If Successful Contractor employs Apprentices, he shall be governed and shall fully comply with the provisions of Florida State Statute 446.011.

**END OF SECTION**

# ATTACHMENT "1" (Grant Forms) PAYROLL (For Awardee - 8 Pages)

**U.S. Department of Labor**  
Wage and Hour Division



(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS \_\_\_\_\_ PROJECT AND LOCATION \_\_\_\_\_ PROJECT OR CONTRACT NO. \_\_\_\_\_

PAYROLL NO. \_\_\_\_\_ FOR WEEK ENDING \_\_\_\_\_

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER	(2) EXEMPTIONS OR DEFERRED PAYMENTS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK				
													FICA	WITH- HOLDING TAX	TOTAL DEDUCTIONS					
			MON	TUE	WED	THUR	FRI	SAT	SUN											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(2)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_ (Building or Work) \_\_\_\_\_, that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full \_\_\_\_\_ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

# Record of Employee Interview

## U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009  
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name			
1b. Project Number			2b. Employee Phone Number (including area code)			
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code			
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>			
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?		4c. Pay stub?
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/>	Medical Yes <input type="checkbox"/> No <input type="checkbox"/>	Pension Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary						
6. Your duties						
7. Tools or equipment used						
8. Are you an apprentice or trainee?		Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>	
9. Are you paid for all hours worked?		Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <input type="checkbox"/>	
12a. Employee Signature			12b. Date			
13. Duties observed by the Interviewer (Please be specific.)						
14. Remarks						
15a. Interviewer name (please print)			15b. Signature of Interviewer		15c. Date of interview	

### Payroll Examination

16. Remarks	
17a. Signature of Payroll Examiner	17b. Date



**Part II: Contracts Awarded**

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.



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Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.\* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

- HUD Field Office: Enter the Field Office name .
1. Recipient: Enter the name and address of the recipient submitting this report.
  2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
  3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
  - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
  6. Reporting Period: Indicate the time period (months and year) this report covers.
  7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

**Part I: Employment and Training Opportunities**

**Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers

**Column B: (Mandatory Field)** Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column C: (Mandatory Field)** Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column D:** Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

**Column E:** Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

**Column F: (Mandatory Field)** Enter the number of Section 3 residents that were trained in connection with this award.

**Part II: Contract Opportunities**

**Block 1: Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Block 2: Non-Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Part III: Summary of Efforts – Self -explanatory**

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Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

\* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

# Manatee County Community Development Block Grant Contractor and Subcontractor Report

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

Project Name: \_\_\_\_\_

Contractor/Subcontractor: \_\_\_\_\_  
(circle one)

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

Contractor /Subcontractor IRS Identification Number: \_\_\_\_\_

Contractor/Subcontractor DUNS Number: \_\_\_\_\_

Contractor/Subcontractor Race/Ethnicity: (Circle One)

1 – White American; 2 – Black American; 3- Native American

4 – Hispanic American; 5- Asian/Pacific American; 6 – Hasidic Jew

Women Owned Business?: Yes No (Circle One, Attach Certification)

Section 3 Contractor?: Yes No (Circle One)

Contracts/Subcontracts Awarded for this Project:

	Type Contract	
	Construction	Non-Construction
Total dollar amount of all contracts/subcontracts awarded		
Total dollar amount awarded to Section 3 businesses		
Percentage of the total dollar amount that was awarded to Section 3 businesses		
Total number of Section 3 businesses receiving contracts		



**ATTACHMENT "2"**  
**(Federal Wage Rates Table**  
**4 Pages)**

General Decision Number: FL100264 10/08/2010 FL264

Superseded General Decision Number: FL20080264

State: Florida

Construction Type: Heavy

County: Manatee County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	03/12/2010
1	07/23/2010
2	10/08/2010

ELEC0915-003 12/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 24.16	34%+\$0.22

\* ENGI0925-008 07/01/2010

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain Cranes; and Any Crane not otherwise described below...\$ 27.91		10.59
Hydraulic Cranes Rated 100 Tons or Above but Less Than 250 Tons; and Lattice Boom Cranes Less Than 150 Tons if not described below.\$ 28.91		10.59
Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size; Mobile Tower Cranes or Luffing Boom Cranes of Any Size; Electric Tower Cranes; Hydraulic Cranes Rated at 250 Tons or Above; and Any Crane Equipped with 300 Foot or More of Any Boom Combination.....\$ 29.91		10.59
Oiler.....\$ 21.38		10.59

IRON0397-006 07/01/2010

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.67	11.16

LABO0517-002 05/01/2008

	Rates	Fringes
LABORER: Grade Checker.....	\$ 17.20	5.47

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PAIN0088-008 07/01/2008

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 16.00	6.85

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SUFL2009-161 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 14.95	2.92
CEMENT MASON/CONCRETE FINISHER...\$	14.77	3.50
LABORER: Common or General.....\$	10.90	0.38
LABORER: Landscape.....\$	7.25	0.00
LABORER: Pipelayer.....\$	13.75	2.06
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....\$	10.63	2.20
OPERATOR: Asphalt Paver.....\$	11.59	0.00
OPERATOR: Backhoe Loader Combo.....\$	16.10	2.44
OPERATOR: Backhoe/Excavator.....\$	15.00	0.52
OPERATOR: Blade/Grader.....\$	16.00	2.84
OPERATOR: Bulldozer.....\$	17.00	0.00
OPERATOR: Loader.....\$	14.75	0.00
OPERATOR: Mechanic.....\$	14.32	0.00
OPERATOR: Roller.....\$	10.76	0.00
OPERATOR: Scraper.....\$	11.00	1.74
OPERATOR: Trackhoe.....\$	20.92	5.50
OPERATOR: Tractor.....\$	10.54	0.00
TRUCK DRIVER: Lowboy Truck.....\$	12.73	0.00
TRUCK DRIVER: Off the Road Truck.....\$	12.21	1.97
TRUCK DRIVER: Dump Truck.....\$	11.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).  
Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
GENERAL CONSTRUCTION  
PERMIT NO. 44035415.000

**Expiration Date: March 23, 2016**

PERMIT ISSUE DATE: March 23, 2011

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

**PROJECT NAME:** Manatee County - Samoset Area Improvements

**GRANTED TO:** Manatee County Board of County Commissioners  
Manatee County Public Works Department  
1022 26th Avenue East  
Bradenton, FL 34208

**ABSTRACT:** This permit authorizes the construction of a surface water management system designed to serve a 3.27 acre government project in Manatee County. The surface water management system has been designed to provide peak attenuation storage for the project. Information regarding the surface water management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

**OP. & MAINT. ENTITY:** Manatee County Public Works Department

**COUNTY:** Manatee

**SEC/TWP/RGE:** 6/35S/18E

**TOTAL ACRES OWNED  
OR UNDER CONTROL:** 3.27

**PROJECT SIZE:** 3.27 Acres

**LAND USE:** Road Project

**DATE APPLICATION FILED:** January 28, 2010

**AMENDED DATE:** N/A



I. Water Quantity/Quality

Comments: Development consists of the alteration of an existing surface water management system to serve a proposed sidewalk project. The proposed sidewalk is approximately 3,045 linear feet in total length located along the east side of 17th Street East (between 36th Avenue East and 30th Avenue East), along the south side of 33rd Avenue East (between 15th Street East to 17th Street East), and along the south side of 30th Avenue East (between 17th Street East to U.S. 301). Six (6) shallow swales with raised inlet grates are provided to offset displaced water quality treatment in existing drainage ditches

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result (feet)
0.0728	0.0745	EE	N/A

EE = Equivalent Excavation to offset project filling per Section 4.4 of the District's Basis of Review;

Comments: According to FEMA floodplain determinations the project lie within Flood Zone X.

III. Environmental Considerations

**Wetland/Other Surface Water Comments:**

Wetlands and/or other surface waters are not located within the project area for this ERP.

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

**SPECIFIC CONDITIONS**

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Sarasota Regulation Department  
 Southwest Florida Water Management District  
 6750 Fruitville Road  
 Sarasota, FL 34240-9711

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

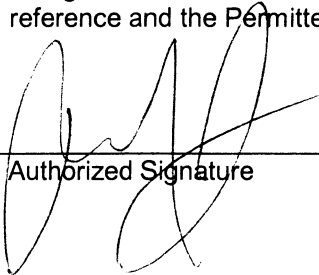
3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. All construction is prohibited within the permitted project area until the Permittee acquires legal ownership or legal control of the project area as delineated in the permitted construction drawings.
7. The District, upon prior notice to the Permittee, may conduct on-site inspections to assess the effectiveness of the erosion control barriers and other measures employed to prevent violations of state water quality standards and avoid downstream impacts. Such barriers or other measures should control discharges, erosion, and sediment transport during construction and thereafter. The District will also determine any potential environmental problems that may develop as a result of leaving or removing the barriers and other measures during construction or after construction of the project has been completed. The Permittee must provide any remedial measures that are needed.
8. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.
9. It is the Permittee's responsibility to resolve all contaminated site assessment concerns with the Florida Department of Environmental Protection prior to beginning any construction activities on their project.

#### **GENERAL CONDITIONS**

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

---

Authorized Signature



6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
  - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
  - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
  - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.



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# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
TDD only: 1-800-231-6103 (FL only)  
On the Internet at [WaterMatters.org](http://WaterMatters.org)

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

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Chair, Pasco
- Hugh M. Gramling**  
Vice Chair, Hillsborough
- H. Paul Senft, Jr.**  
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Sarasota
- Maritza Rovira-Forlino**  
Hillsborough

- David L. Moore**  
Executive Director
- William S. Bilenky**  
General Counsel

March 23, 2011

Manatee County Board of County Commissioners  
c/o Sia Mollanazar, P.E., Public Works Dept.  
1022 26th Avenue East  
Bradenton, FL 34208

Subject: **Final Agency Action Transmittal Letter**  
ERP General Construction  
Permit No.: 44035415.000  
Project Name: Manatee County - Samoset Area Improvements  
County: Manatee  
Sec/Twp/Rge: 6/35S/18E

Dear Mr. Mollanazar:

This letter constitutes notice of Final Agency Action for **approval** of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes, (F.S.), and Chapter 28-106, Florida Administrative Code, (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C.* Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

**RECEIVED**

MAR 24 2011

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If you have questions concerning the permit, please contact Steven J. Lopes, P.E., at the Sarasota Service Office, extension 6506. For assistance with environmental concerns, please contact David W. Jenkins, extension 6545.

Sincerely,



Ross T. Morton, P.W.S., Director  
Sarasota Regulation Department

RTM: SXL:DWJ:AJR

Enclosures:   Approved Permit w/Conditions Attached  
                  Approved Construction Drawings  
                  Statement of Completion  
                  Notice of Authorization to Commence Construction  
                  Noticing Packet (42.00-039)  
                  Sections 28-106.201 and 28-106.301, F.A.C.

cc/enc: File of Record 44035415.000  
          Naomi A. Tillett, P.E., Civilsurv Design Group, Inc.  
          Terri L. Behling, Southwest Florida Water Management District



**STATEMENT OF COMPLETION AND REQUEST FOR TRANSFER TO OPERATION ENTITY**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

2379 BROAD STREET, BROOKSVILLE, FL 34604-6899  
(352) 796-7211 OR FLORIDA WATS 1 (800) 423-1476

Within 30 days after completion of construction of the surface water management system, the owner or authorized agent must submit the original plus one copy of this form and two complete sets of certified as-built drawings for the surface water management system structures and appurtenances. Upon receipt, this Statement of Completion will be reviewed and the system may be inspected for compliance with the approved permit and as-built drawings. The operation phase of this permit is effective when the Statement of Completion form is signed by an authorized District representative.

**1. SURFACE WATER MANAGEMENT SYSTEM INFORMATION:**

Permit No.: \_\_\_\_\_ County: \_\_\_\_\_

Project Name: \_\_\_\_\_ Permittee: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

**2. I HEREBY CERTIFY THAT (please choose accurately and check only one box):**

A. At the time of final inspection, the surface water management system was completed substantially in accordance with the permitted construction plans and information. Any minor deviations from the permitting plans and specifications will not prevent the system from functioning in compliance with the requirements of Chapters 40D-4 and 40D-40, Florida Administrative Code (F.A.C.). (The as-built drawings and information submitted to the District shall confirm this certification.)

B. At the time of final inspection, the system was NOT completed in substantial conformance with the permitted construction plans and information. (The registered professional engineer shall describe the deviation(s) in writing, and provide confirming depiction on the as-built drawings and information.)

This certification shall be verified by TWO COPIES of attached "as-built" drawings (as-built drawings must be signed, dated and sealed by a Florida Registered Professional Engineer or Professional Land Surveyor and Mapper, as required by State Law).

By: \_\_\_\_\_  
Signature of Engineer of Record Name (please type) Fla. P.E. Reg. No.

• AFFIX SEAL •

\_\_\_\_\_  
Company Name

Date: \_\_\_\_\_  
mm/dd/yyyy Company Address

Phone: (\_\_\_\_) \_\_\_\_\_  
City, State, Zip

**3. NOTIFICATION OF COMPLETION:** The District is hereby notified that construction of the surface water management system is completed, and the Permittee requests that the surface water management permit be transferred to the legal entity (individual owner or corporate) responsible for operation and maintenance (O&M) as named in Section 4. An authorized agent must submit a letter of authorization from the permittee authorizing him or her to execute this Notification.

By: \_\_\_\_\_  
 Signature of Permittee or Authorized Agent                      Name and Title (*please type*)

\_\_\_\_\_

Permit Number                                                              Company Name

\_\_\_\_\_

Company Address

\_\_\_\_\_

City, State, Zip

**4. AGREEMENT FOR SYSTEM OPERATION AND MAINTENANCE RESPONSIBILITY:** The below-named legal entity responsible for O&M agrees to operate and maintain the surface water management system in compliance with all permit conditions and the provisions of Chapters 40D-4 and 40D-40, F.A.C. An authorized agent must submit a letter of authorization from the owner or other legal entity authorizing him or her to execute this agreement.

By: \_\_\_\_\_  
 Signature of Representative of Acceptable                      Name of Owner or Other Acceptable  
 O&M Entity or Authorized Agent                                      Legal Entity for O&M

\_\_\_\_\_

Name and Title (*please type*)                                              Address

\_\_\_\_\_

Permit Number                                                              City, State, Zip

\_\_\_\_\_

Phone                                                                              Date

**RESPONSIBILITY FOR OPERATION AND MAINTENANCE MAY BE TRANSFERRED TO ANOTHER ENTITY ONLY UPON WRITTEN NOTICE AND APPROVAL BY THE DISTRICT IN ACCORDANCE WITH RULE 40D-4.351, F.A.C.**

<b><u>AGENCY USE ONLY</u></b>	
<b>OPERATION AUTHORIZATION:</b> Based upon the certification by the Engineer of Record in Section 2., and the notice of completion in Section 3., the responsibility for operation and maintenance of the system is transferred to the legal entity named in Section 4., and the operation phase of this permit is effective on the date indicated below.	
<b>SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT:</b>	
Authorized District Representative	Name and Title
Effective Date (mm/dd/yyyy)	Permit Number

15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.
17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.





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# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
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6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

March 22, 2011

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- Hugh M. Gramling**  
Vice Chair, Hillsborough
- H. Paul Senft, Jr.**  
Secretary, Polk
- Douglas B. Tharp**  
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Former Chair, Hernando
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- Carlos Beruff**  
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- Bryan K. Beswick**  
DeSoto
- Jennifer E. Closshey**  
Hillsborough
- Albert G. Joergel**  
Sarasota
- Maritza Rovira-Forino**  
Hillsborough

Naomi A. Tillett, P.E.  
Civilsurv Design Group, Inc.  
2525 Drane Field Road, Suite 7  
Lakeland, FL 33811

Subject: **Status of Permit Application (Completeness)**  
 Project Name: Manatee County - Samoset Area Improvements  
 Application No.: 44035415.000  
 County: Manatee  
 Sec/Twp/Rge: 6/35S/18E

References: Chapters 40D-1.1020, and 28-107.002, Florida Administrative Code (F.A.C.)  
Sections 373.4141 and 120.60, Florida Statutes (F.S.)

Dear Ms. Tillett:

The permit application referenced above is complete with the information received on March 18, 2011.

**Please note that this letter does not constitute authority to begin construction; construction is authorized once the permit is issued.** District staff are now processing the completed application, and will act on the application within 90 days.

Please be advised that any construction activities that disturb (includes clearing, grading and excavation) one (1) acre or more of land (total plan of development) and that may result in a stormwater discharge to a Water of the State or a municipal separate storm sewer system may require coverage under a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, including a Stormwater Pollution Prevention Plan. Information about the NPDES Stormwater program can be accessed via the FDEP-NPDES Stormwater section's website at: [www.dep.state.fl.us/water/stormwater/npdes/](http://www.dep.state.fl.us/water/stormwater/npdes/).

If you have questions concerning the District's procedures, or if I may be of assistance, please contact me at the Sarasota Service Office at extension 6506.

Sincerely,

Steven J. Lopes, P.E.  
Sarasota Regulation Department

SXL:AJR

cc: File of Record 44035415.000  
Manatee County Board of County Commissioners, c/o Sia Mollanazar, P.E.,  
Public Works Dept.  
Terri L. Behling, Southwest Florida Water Management District

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**NOTICE OF FINAL AGENCY ACTION BY  
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

Notice is given that the District's Final Agency Action is approval of the \_\_\_\_\_

on \_\_\_\_\_ acres to serve \_\_\_\_\_ known as \_\_\_\_\_.

The project is located in \_\_\_\_\_ County, Section(s) \_\_\_\_\_,

Township \_\_\_\_\_ South, Range \_\_\_\_\_ East. The permit applicant

is \_\_\_\_\_ whose address is \_\_\_\_\_.

The permit No. is \_\_\_\_\_.

The file(s) pertaining to the project referred to above is available for inspection Monday through Friday except for legal holidays, 8:00 a.m. to 5:00 p.m., at the Southwest Florida Water Management District (District) \_\_\_\_\_.

**NOTICE OF RIGHTS**

Any person whose substantial interests are affected by the District's action regarding this permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or final action; (2) state all material facts disputed by each person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C.* A request for hearing must be filed with and received by the Agency Clerk of the District at the District's Brooksville address, 2379 Broad Street, Brooksville, FL 34604-6899 within 21 days of publication of this notice (or within 14 days for an Environmental Resource Permit with Proprietary Authorization for the use of Sovereign Submerged Lands). Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Sections 120.569 and 120.57, F.S.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice of final agency action. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's final action in this matter is not available prior to the filing of a request for hearing.

NAME OF NEWSPAPER  
Published (Weekly or Daily)  
(Town or City) (County) FLORIDA

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_:

Before the undersigned authority personally appeared \_\_\_\_\_, who on oath says that he or she is \_\_\_\_\_ of the \_\_\_\_\_, a \_\_\_\_\_ newspaper published at \_\_\_\_\_ in \_\_\_\_\_ County, Florida; that the attached copy of advertisement, being a \_\_\_\_\_ in the matter of \_\_\_\_\_ in the \_\_\_\_\_ Court, was published in said newspaper in the issues of \_\_\_\_\_.

Affiant further says that the said \_\_\_\_\_ is a newspaper published at \_\_\_\_\_, in said \_\_\_\_\_ County, Florida, and that the said newspaper has heretofore been continuously published in said \_\_\_\_\_ County, Florida, each \_\_\_\_\_ and has been entered as <sup>1</sup>second-class mail matter at the post office in \_\_\_\_\_, in said \_\_\_\_\_ County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced (type of identification) as identification.

\_\_\_\_\_(Signature of Notary Public)\_\_\_\_\_  
\_\_\_\_\_(Print, Type, or Stamp Commissioned Name of Notary Public)\_\_\_\_\_  
\_\_\_\_\_(Notary Public)\_\_\_\_\_

**History.**-s. 2, ch. 19290, 1939; CGL 1940 Supp. 4668(2); s. 6, ch. 67-254; s. 1, ch. 93-62; s. 291, ch. 95-147.

<sup>1</sup>**Note.**¥Redesignated as "Periodicals" by the United States Postal Service, *see* 61 F.R. 10123-10124, March 12, 1996.

**Note.**-Former s. 49.05.

**50.061 Amounts chargeable.¥**

(1) The publisher of any newspaper publishing any and all official public notices or legal advertisements shall charge therefore the rates specified in this section without rebate, commission or refund.

(2) The charge for publishing each such official public notice or legal advertisement shall be 70 cents per square inch for the first insertion and 40 cents per square inch for each subsequent insertion, except that:

(a) In all counties having a population of more than 304,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 80 cents per square inch for the first insertion and 60 cents per square inch for each subsequent insertion.

(b) In all counties having a population of more than 450,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 95 cents per square inch for the first insertion and 75 cents per square inch for each subsequent insertion.

(3) Where the regular established minimum commercial rate per square inch of the newspaper publishing such official public notices or legal advertisements is in excess of the rate herein stipulated, said minimum commercial rate per square inch may be charged for all such legal advertisements or official public notices for each insertion, except that a governmental agency publishing an official public notice or legal advertisement may procure publication by soliciting and accepting written bids from newspapers published in the county, in which case the specified charges in this section do not apply.

(4) All official public notices and legal advertisements shall be charged and paid for on the basis of 6-point type on 6-point body, unless otherwise specified by statute.

(5) Any person violating a provision of this section, either by allowing or accepting any rebate, commission, or refund, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) Failure to charge the rates prescribed by this section shall in no way affect the validity of any official public notice or legal advertisement and shall not subject same to legal attack upon such grounds.

**History.**-s. 3, ch. 3022, 1877; RS 1298; GS 1729; RGS 2944; s. 1, ch. 12215, 1927; CGL 4668; ss. 1, 2, 2A, 2B, ch. 20264, 1941; s. 1, ch. 23663, 1947; s. 1, ch. 57-160; s. 1, ch. 63-50; s. 1, ch. 65-569; s. 6, ch. 67-254; s. 15, ch. 71-136; s. 35, ch. 73-332; s. 1, ch. 90-279.

**Note.**¥Former s. 49.06.

**50.071 Publication costs; court docket fund.¥**

(1) There is established in Broward, Dade, and Duval Counties a court docket fund for the purpose of paying the cost of the publication of the fact of the filing of any civil case in the circuit court in those counties by their counties by their style and of the calendar relating to such cases. A newspaper qualified under the terms of s. 50.011 shall be designated as the record newspaper for such publication by an order of a majority of the judges in the judicial circuit in which the subject county is located and such order shall be filed and recorded with the clerk of the circuit court for the subject county. The court docket fund shall be funded by a service charge of \$1 added to the filing fee for all civil actions, suits, or proceedings filed in the circuit court of the subject county. The clerk of the circuit court shall maintain such funds separate and apart, and the aforesaid fee shall not be diverted to any other fund or for any purpose other than that established herein. The clerk of the circuit court shall dispense the fund to the designated record newspaper in the county on a quarterly basis. The designated record newspaper may be changed at the end of any fiscal year of the county by a majority vote of the judges of the judicial circuit of the county so ordering 30 days prior to the end of the fiscal year, notice of which order shall be given to the previously designated record newspaper.

(2) The board of county commissioners or comparable or substituted authority of any county in which a court docket fund is not specifically established in subsection (1) may, by local ordinance, create such a court docket fund on the same terms and conditions as established in subsection (1).

(3) The publishers of any designated record newspapers receiving the court docket fund established in subsection (1) shall, without charge, accept legal advertisement for the purpose of service of process by publication under s. 49.011(4), (10), and (11) when such publication is required of persons authorized to proceed as insolvent and poverty-stricken persons under s. 57.081.

**History.**-s. 1, ch. 75-206.

**PART II HEARINGS INVOLVING  
DISPUTED ISSUES OF MATERIAL FACT**

**28-106.201 Initiation of Proceedings.**

(1) Unless otherwise provided by statute, initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 ½ by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

(4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.

(5) The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

*Specific Authority 120.54(3), (5) F.S. Law Implemented 120.54(5), 120.569, 120.57 F.S. History—New 4-1-97, Amended 9-17-98.*

**PART III PROCEEDINGS AND HEARINGS  
NOT INVOLVING DISPUTED ISSUES OF  
MATERIAL FACT**

**28-106.301 Initiation of Proceedings**

(1) Initiation of a proceeding shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document which requests a proceeding. Each petition shall be legible and on 8 ½ by 11 inch white paper or on a form provided by the agency. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(e) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(f) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) If the petition does not set forth disputed issues of material fact, the agency shall refer the matter to the presiding officer designated by the agency with a request that the matter be scheduled for a proceeding not involving disputed issues of material fact. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

(4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this Rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.

(5) The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

*Specific Authority 120.54(5) F.S. Law Implemented 120.54(5), 120.569, 120.57 F.S. History—New 4-1-97, Amended 9-17-98.*

## AS-BUILT DRAWINGS AND INFORMATION CHECKLIST

Following is a list of information that is to be verified and submitted by the Engineer of Record in support of the Statement of Completion.

1. On behalf of the permittee, the Engineer shall certify that:

a. At the time of final inspection, the surface water management system was completed substantially in accordance with the permitted construction plans and information. Any minor deviations from the permitting plans and specifications will not prevent the system from functioning in compliance with the requirements of Chapters 40D-4 and 40D-40, F.A.C. (The as-built drawings and information submitted to the District shall confirm this certification.); or

b. At the time of final inspection, the system was NOT completed in substantial conformance with the permitted construction plans and information. (The registered professional engineer shall describe the deviation(s) in writing, and provide confirming depiction on the as-built drawings and information.)

2. The Engineer's certification shall be based upon on-site observation of construction (scheduled and conducted by the professional engineer of record or by a project representative under direct supervision) and review of as-built drawings, with field measurements and verification as needed, for the purpose of determining if the work was completed in accordance with original permitted construction plans, information and specifications.

3. The as-built drawings are to be based on the District permitted construction drawings revised to reflect any changes made during construction. Both the original design and constructed condition must be clearly shown. The plans need to be clearly labeled as "as-built" or "record" drawings. As required by law, all surveyed dimensions and elevations required shall be verified and signed, dated and sealed by a Florida registered professional surveyor and mapper or professional engineer. The following information, at a minimum, shall be verified on the as-built drawings, and supplemental documents if needed:

a. Discharge structures - Locations, dimensions and elevations of all, including weirs, orifices, gates, pumps, pipes, and oil and grease skimmers;

b. Side bank and underdrain filters, or exfiltration trenches - locations, dimensions and elevations of all, including clean-outs, pipes, connections to control structures and points of discharge to receiving waters;

c. Storage areas for treatment and attenuation - dimensions, elevations, contours or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems;

d. System grading - dimensions, elevations, contours, final grades or cross-sections to determine contributing drainage areas, flow directions and conveyance of runoff to the system discharge point(s);

e. Conveyance - dimensions, elevations, contours, final grades or cross-sections of systems utilized to divert off-site runoff around or through the new system;

f. Water levels - existing water elevation(s) and the date determined;

g. Benchmark(s) - location and description (minimum of one per major water control structure); and

h. Wetland mitigation or restoration areas - Show the plan view of all areas, depicting a spatial distribution of plantings conducted by zone (if plantings are required by permit), with a list showing all species planted in each zone, numbers of each species, sizes, date(s) planted and identification of source of material; also provide the dimensions, elevations, contours and representative cross-sections depicting the construction.

4. Submit the final subdivision plat or other legal documents, as recorded in the county public records, showing dedicated rights-of-way, easement locations and special use areas that are reserved for water management purposes and continuing operation and maintenance.

5. Additional information will be shown on the as-built drawings or otherwise provided as needed to verify and support the Statement of Completion (example: home owners association final documents, and other items required by permitting conditions.)



An Equal Opportunity Employer

# Southwest Florida Water Management District

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)  
SUNCOM 572-6200

**Lecanto Service Office**  
Suite 226  
3600 West Sovereign Path  
Lecanto, Florida 34461-8070  
(352) 527-8131

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: WaterMatters.org

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)  
SUNCOM 531-6900

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)  
SUNCOM 578-2070

## NOTICING PACKET PUBLICATION INFORMATION

### PLEASE SEE THE REVERSE SIDE OF THIS NOTICE FOR A LIST OF FREQUENTLY ASKED QUESTIONS (FAQ)

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1.) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2.) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county or counties where the proposed activities are to occur. Publication of notice informs "third parties" of their right to challenge the District's action. If proper notice is provided by publication, "third parties" have a 21-day time limit in which to file a petition opposing the District's action. A shorter 14-day time limit applies to District action regarding Environmental Resource Permits linked with an authorization to use Sovereign Submerged Lands. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken or intends to take final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frames stated above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication and guidelines for publishing are included in this packet.

#### Guidelines for Publishing a Notice of Agency Action

1. Prepare a notice for publication in the newspaper. The District's Notice of Agency Action, included with this packet, contains all of the information that is required for proper noticing. However, you are responsible for ensuring that the form and **the** content of your notice comply with the applicable statutory provisions.
2. Your notice must be published in accordance with Chapter 50, Florida Statutes. A copy of the statute is enclosed.
3. Select a newspaper that is appropriate considering the location of the activities proposed in your application, and contact the newspaper for further information regarding their procedures for publishing.
4. You only need to publish the notice for one day.
5. Obtain an "affidavit of publication" from the newspaper after your notice is published.
6. Immediately upon receipt send the **ORIGINAL** affidavit to the District at the address below, for the file of record. **Retain a copy of the affidavit for your records.**

Southwest Florida Water Management District  
Records and Data Supervisor  
2379 Broad Street  
Brooksville, Florida 34604-6899

**Note:** If you are advertising a notice of the District's proposed action, and the District's final action is different, publication of an additional notice may be necessary to prevent future legal challenges. If you need additional assistance, please contact us at ext. 4360, at the Brooksville number listed above. **(Your question may be on the FAQ list).**

- Judith C. Whitehead**  
Chair, Hernando
- Neil Combee**  
Vice Chair, Polk
- Todd Pressman**  
Secretary, Pinellas
- Jennifer E. Closshey**  
Treasurer, Hillsborough
- Thomas G. Dabney**  
Sarasota
- Patricia M. Glass**  
Manatee
- Heidi B. McCree**  
Hillsborough
- Sallie Parks**  
Pinellas
- Talmadge G. "Jerry" Rice**  
Pasco
- Maritza Rovira-Forino**  
Hillsborough
- Patsy C. Symons**  
DeSoto
- David L. Moore**  
Executive Director
- William S. Bilenky**  
General Counsel

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT  
**NOTICE OF  
AUTHORIZATION**  
TO COMMENCE CONSTRUCTION

Manatee County - Samoset Area Improvements

---

PROJECT NAME

Road Project

---

PROJECT TYPE

Manatee

---

COUNTY

6/35S/18E

---

SEC(s)/TWP(s)/RGE(s)

Manatee County Board of County Commissioners - Public Works Department

---

PERMITTEE

APPLICATION NO.: 44035415.000

DATE ISSUED: March 23, 2011



A handwritten signature in black ink, appearing to be "J. J. ...", is written over a horizontal line.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY  
DISPLAYED AT THE SITE OF THE WORK**

# SPECIAL PROVISIONS – DATED 4/6/2011

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## **SPECIAL PROVISIONS**

### **GENERAL**

This Section amends, enhances or otherwise revises the Technical Specifications.

### **STANDARD SPECIFICATIONS**

The standard Specifications to be used for this work shall be Division II and III the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction*, 2007 Edition and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended under this Contract.

The Contractor's work shall follow the current Manatee County Public Works Utility Standards and Specifications (2009) for the water main work.

These specifications cover the usual construction requirements for work specified by the County Transportation Department; however, in the event it is determined that the specific work to be done is of such a nature that the method of construction, type and/or kind of material is not defined by the *Standard Specifications*, such work shall be performed in accordance with the Special Provisions.

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

### **NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS**

No separate payment will be made for the Contractor to execute Special Provisions. All expenses borne by the Contractor shall be included in the individual unit prices for the particular pay item.

### **MATERIALS**

- a. **Delivery Tickets:** It will be necessary to submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
- b. **Job Mix Formula for Asphaltic Concrete:** Attention is directed to the requirement that job mix formulas for asphaltic concrete, of the type specified, be submitted at least 14 days before plant operations begin. The submitted formula should be derived, or approved, by the laboratory approved by the Owner to make test on the Project. Costs for such job mix formulation will be paid by the Contractor directly to the assigned laboratory.

- c. **Job Mix Formula for Portland Cement Concrete:** Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least 14 days prior to use on the project. The submitted formulas shall be derived or approved by the Owner and/or its agents. All concrete mix designs shall meet FDOT Concrete Class mix guidelines, except as follows: when approved, in writing by the Engineer, an Alternate Class I Concrete mix design formula, for concrete curb and gutter to be placed by automated curb machines, may show, as a substitution for #57 aggregate, an amount of #89 aggregate not to exceed 33 percent, by weight, of the #57 aggregate.

## **LABORATORY TESTING**

Testing for the Work shall be performed at no expense to the Contractor. However, any test that fails or is not performed, as a result of the Contractor's action will, in turn, be back-charged to the Contractor, including the cost of all re-testing due to defective materials or construction. The testing laboratory shall be approved by the Owner.

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

Testing shall also be in accordance with the applicable portions of Section 6 of the *Standard Specifications* and these specifications.

## **MEASUREMENT AND PAYMENT**

- a. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- b. All measurements shall be taken horizontally or vertically unless specifically provided otherwise.
- c. No payment will be made for construction over a greater area than authorized, nor for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the Engineer.
- d. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the Owner.
- e. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for on the plans, the Contractor shall accept

payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.

- f. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The Owner will not be responsible for quantities ordered in excess of those installed and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities.

No payment shall be made for contingency quantities or additional work unless otherwise directed and approved in writing by the Engineer.

- g. Bid Schedule Completion - the blank spaces in the bid schedule shall be filled in correctly where indicated for each and every item for which a description is given, as the bidder must state the unit prices for which he proposes to do each part of the work contemplated, and the total price for all the parts included in any or all of the combinations of the work. In case of a discrepancy, the written words for "unit price", where stated, shall be considered as being the unit price. If the bid schedule does not use the written words for the unit price, then the numerically correct "total price", shall be considered as being the total price.

## **RESTORATION**

If a specific restoration Pay Item is not listed in the proposal, the cost of such work shall be included in the applicable Pay Item unless otherwise provided under separate restoration section or pay quantity of these Specifications.

## **COOPERATION WITH OTHERS**

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations, in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted. The Owner shall not be responsible for costs associated with delays, disruptions and remobilizations attributed to utility agency scheduling.

## **PRIORITY**

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

## **SITE INVESTIGATION**

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, water stages, tides or similar physical conditions at

the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the work.

The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered, insofar as this information presented by the drawings and Specifications made a part of this contract.

The Contractor shall carefully review and adhere to conditions and recommendations made in the project geotechnical report.

Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless (1) such understanding or interpretations are made in writing by the Engineer or are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

## **PROJECT IDENTIFICATION SIGNS**

The Contractor shall be responsible for furnishing, installing and maintaining two (2) County project identification signs and removal of same upon completion of the construction. Project identification sign shall be constructed and maintained at the project site as directed by the Owner. The Contractor shall erect, maintain and relocate the sign as directed for the duration of the Project.

The Contractor shall mount the sign using 4-inch pressure treated lumber or as approved by the Engineer, and other supports as required, at a location mutually agreed by the Engineer and the Contractor.

The identification signs shall not be less than 32 square feet in area. The Contractor shall coordinate with the Owner for the sign verbiage before fabrication. The signs shall be painted with graphic content to include:

- Title of Project
- Name of Owner
- Names and Titles of authorities, as directed by Owner
- Prime Contractor
- Construction Cost

The signs shall be erected prior to commencement of work at a lighted location of high public visibility, adjacent to the main entrance at each end of the project, as approved by the Engineer and Owner.

The signs shall be a minimum of 8 feet wide and 4 feet high. The signs shall be constructed of high density ¾-inch exterior plywood without waves or buckles, mounted and braced with pressure treated lumber as necessary and maintained in a presentable condition for the duration of the project. Hardware shall be galvanized. The surface of the sign shall be of exterior softwood plywood with medium density overlay.

Painting shall be constructed with materials to resist weathering and fading during the construction period. Experienced professionals shall perform painting. Graphic design and style shall be in accordance with the following:

- The signs will be placed in accordance with Manatee County Development Code, Ordinance 90-01, Section 724, Signs and Section 713, Visibility Triangles.

Payment for installing and maintaining the project identification signs shall be included as part of the lump sum quantity under Pay Item Number 1 (101-1) for Mobilization. The sign will remain the property of the Owner upon completion of the Project unless otherwise directed.

## **SPECIAL TERMS AND CONDITIONS**

### **Soil Erosion and Siltation**

The Contractor shall plan and control the Work to minimize all soil erosion and the siltation of drains and canals resulting from such erosion.

At the pre-construction meeting, the Contractor shall present his proposed plan and schedule, which shall specifically indicate the proposed used of temporary erosion control features. The plan shall include:

- **Baled hay and straw barriers** designed, furnished and installed by the Contractor in accordance with the plans, FDOT Section 104-6-4, and FDOT Design Standard Index No. 102.
- **Floating turbidity barriers and staked turbidity barriers** furnished and installed by the Contractor as shown on the plans and/or required by conditions of the permits and as outlined in FDOT Section 104-6.4.11.

### **Shop Drawings**

The Contractor shall submit to the Engineer for approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work.

The working and shop drawings shall be certified by a Florida licensed Professional Engineer and state that the design is sufficient for the successful completion of the Work. The working drawings and shop drawings shall include, but not be limited to:

- Traffic Control Plan
- Erosion Control Plan

- Shop Drawings listed in the Plans

### **Temporary Pavement**

Temporary pavement shall consist of a minimum of Optional Base Group 04 and one (1) inch of Type SP structural course (Traffic C) over a firm, unyielding, well-compacted subgrade. The Contractor shall immediately repair all potholes that develop within the project limits and shall maintain a supply of cold mix on the project site to expedite these repairs.

Payment for the temporary pavement and maintenance of this pavement shall be included under the optional base and Type SP structural course pay item.

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

Payment for dewatering, sheeting and bracing shall be included in the applicable pay items unless separate pay items are specified.

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

At least 10 days prior to the commencement of any dewatering activity, the Contractor shall submit to the Project Manager for record purposes only, a detailed description of the proposed dewatering system. This plan shall include design computations, layout, type, and spacing of dewatering devices, number and size of pumps and other equipment, with a description of the installation and operating procedures.

### **MAINTENANCE OF TRAFFIC**

The Contractor shall provide access to businesses and local residents at all times. Business Entrance signs per FDOT Index 17355 (FTP-59) shall be placed at all business entrance points and maintained during all phases of construction. Payment for these items shall be included under the pay item for Maintenance of Traffic.

### **MAINTENANCE OF TRAFFIC PLAN**

The Contractor shall prepare a Maintenance of Traffic plan and submit it to the Engineer and the Project Manager for review prior to implementation. It must comply with all FDOT safety criteria, FDOT Design Standards 600 Series Indexes, FHWA and MUTCD standards, and allow for traffic to operate in daytime or nighttime. The Maintenance of Traffic plan will require the seal of a licensed professional engineer with a current FDOT Advanced Work Zone certification. No road closures will be allowed without approval from the Engineer.

### **MAINTENANCE OF STORM DRAINAGE SYSTEM**

The Contractor shall be responsible at all times to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide equivalent capacity alternate forms of stormwater removal adequate to prevent upstream flooding in excess of existing conditions. This responsibility shall include the installation of temporary connections, bypass pumping, or other temporary means necessary until the new drainage system is fully operational. Payment for these items shall be included under the applicable pay item.

## **SIDEWALKS TO REMAIN OPEN**

Existing sidewalks and proposed sidewalks completed during construction shall remain open at all times unless approved otherwise by the Engineer. Temporary sidewalk shall be constructed as shown in the plans or as required to maintain pedestrian movement. Payment for these items shall be included under the lump sum pay item for Maintenance of Traffic.

## **DUST CONTROL**

The Contractor shall control dust resulting from construction operations at all times. The locations and frequencies of applications shall be as directed by the Engineer. Dust control is required to be in accordance with the FDOT *Standard Specifications* Section 102-5. Payment for Dust Control shall be made under Mobilization unless separate pay item for Dust Control is specified.

## **UNDERGROUND UTILITY LOCATIONS**

The Contractor shall field verify by means of subsurface locating or other approved method all existing utilities to remain and conditions as may be required for the work area. This shall include all areas of potential conflicts with proposed storm, sanitary, force main and water main. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before ordering any proposed structures. The Contractor shall contact and coordinate with "Sunshine" as well the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All utility coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the Owner.

The cost of all labor, materials and incidentals required for the performance of any survey and utility location work shall be included under the pay item for Mobilization. A Florida registered land surveyor shall perform all survey work.

## **UTILITY COORDINATION**

The Contractor shall be responsible for coordination of the work with all affected utility owners. The Contractor must take into consideration the required utility adjustments and relocations in development of his schedule for completing the work including construction of temporary work to allow phased construction of the permanent facilities.

The Contractor shall coordinate and schedule utility relocations and/or adjustments with the utility owners along the project in order to avoid delays. The work includes remobilization if required after utility relocation is complete. The intent is to coordinate utility construction activities so the project construction continues and is not stopped or delayed at any time due to utility work being done. Once Notice to Proceed is issued, the Contractor shall contact the affected utilities to discuss the Contractor's anticipated means and methods so temporary and permanent relocation plans can be implemented as needed to meet OSHA safety requirements.

Payment for Utility Coordination shall be included under the lump sum Bid Item Number 101-1, Mobilization.

## **UTILITY CONFLICTS**

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

## **DAILY CLEAN-UP REQUIREMENTS**

The Contractor shall clean up the job site at the end of each workday. Clean up will include the elimination of rubble and waste material on public and private property. Driveways shall remain accessible by residents. Each Friday, the Contractor shall prepare the road surface and barricades in an acceptable manner for weekend traffic use.

## **MAINTENANCE AND RESTORATION OF JOB SITE**

The Contractor shall conduct his operations in such a manner as will result in a minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as may be required by the Project Manager. All final restoration must be performed to an equal or better condition than that which existed prior to construction.

Good housekeeping on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean, with debris being removed daily as the work progresses or as otherwise directed by the Project Manager. Good housekeeping at the job site shall include: Removing all tools and temporary structures, dirt, rubbish, etc.; hauling all excess dirt, rock, etc., from excavations to a dump provided by the Contractor; and all clean up shall be accomplished to the satisfaction of the Project Manager. Dust will be controlled daily as may be required. Immediately after construction completion in an area or part thereof (including restoration), barricades, construction equipment and surplus and discarded materials shall be removed by the Contractor.

In the event that the timely clean up and restoration of the job site is not accomplished to the satisfaction of the Project Manager, the Project Manager shall make arrangements to affect the necessary clean up by others. The Contractor shall be charged for these costs through deductions in payment due the contractor. If such action becomes necessary on the part of and in the opinion of the Project Manager, the Owner shall not be responsible for the inadvertent removal from the work site of materials which the Contractor would not normally have disposed of had he affected the required clean up.

## **NOTICE AND SERVICE THEREOF**

All notices, which shall include demands, instructions, requests, approvals, and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified in the bid (or to such other office as the Contractor may, from time to time, designate to the Owner in writing), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered, with charges prepaid, sent via fax transmission, or to any telegraph company for transmission, in each case addressed to such office.



All notices required to be hand delivered to the Owner, unless otherwise specified in writing to the Contractor, shall be delivered to the Project Manager, and any notice to or demand upon the Owner shall be sufficiently given as delivered to the office of the Project Manager, or if deposited in the United States mail in a sealed, postage prepaid envelope, sent via fax transmission, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Project Manager or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or in the case of a fax transmission or telegram at the time of actual receipt, as the case may be.

## **REQUIREMENTS FOR CONTROL OF THE WORK**

Prior to the start of the Work described in this contract, a pre-construction conference may be held by the Project Manager to be attended by the Contractor and representatives of the various utilities and others as required, for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract with all related work to be done by others within the limits of the project.

All items of work in this contract shall be coordinated so that progress of each related item will be continuous from week to week. The progress of the work will be reviewed by the Project Manager at the end of each week, and if the progress of any item of work during that week is found to be unsatisfactory, the Contractor shall be required to adjust the rate of progress on that item or other items as directed by the Project Manager without additional compensation. The Contractor will continuously control the work until completed.

## **PROJECT SCHEDULE**

The Contractor shall submit a detailed construction bar chart schedule within 15 days of the notification of award or its intent for the County to review. The submittal shall meet the following requirements:

- Schedule will be submitted on 11-inch by 17-inch paper.
- The time scale (horizontal) shall be in weeks. The activities shall be listed on the left hand side (vertical).
- Activities shall show most Work activities. The listing from top to bottom shall be in a logical sequence of how the Work will be accomplished. Space shall be provided between activities or within bars to allow for marking of actual progress.

A copy of the schedule, clearly showing progress made, shall be submitted on a monthly basis during the progress of the work. Review or acceptance will neither impose on the County responsibility for the progress or scheduling of the Work, nor relieve the Contractor from full responsibility therefore.

The Contractor shall provide a revised Work schedule if, at any time, the County considers the completion date to be in jeopardy because of "activities behind schedule". An activity that cannot be completed by its original or latest completion date shall be deemed to be behind schedule. The

revised Work schedule is designed to show how the Contractor intends to accomplish the Work to meet the contractual completion date. The form and method employed by the Contractor shall be the same as for the original Work schedule.

The cost to prepare and revise the schedule is considered incidental to the Work.

## **USE OF PRIVATE PROPERTY**

All construction activities required to complete this project in accordance with the Contract Documents shall be confined to public right-of-way, easements of record or temporary construction easements, unless the Contractor makes specific arrangements with private property owners for his use of their property. Written authorization from the granting property owner shall be placed on file with the Project Manager prior to utilization of said private properties. The Owner assumes no responsibility for damage to private property in such instances. The Contractor is responsible for protection of private property abutting all work areas on this project. Adequate equipment storage and material storage shall also be accomplished outside the Owner's right-of-way. Pipe and other materials shall not be strung out along the right-of-way, but will be delivered in quantities adequate for one day's installation. The Owner will coordinate with the Contractor to identify possible storage sites.

## **CONSTRUCTION PHOTOGRAPHY**

### **General**

The Contractor shall employ a competent photographer to take construction record photographs and perform videotaping, including providing all labor, materials, equipment and incidentals necessary to obtain photographs and/or videotapes of all areas specified in the Contract specifications.

The word "Photograph" includes standard photographic methods involving negatives, prints and slides and it also includes digital photographic methods involving computer technology items such as diskettes and CD-ROMs.

### **Qualifications**

A competent camera operator who is fully experienced and qualified with the specified equipment shall do all photography.

For the videotape recording, the audio portion should be done by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarity and diction so as to be easily understood.

### **Project Photographs**

Provide photographs of the entire work area prior to any construction for the purpose of records of conditions prior to construction. Photographs should be spaced at approximately 100-foot intervals. In addition, all special features shall be photographed prior to construction.

Provide three prints of each standard photograph to the Owner. In addition to the CD-ROM media, provide one print of each digital/digitized photograph to the Owner.

The Contractor shall pay all costs associated with the required photography and prints. Any parties requiring additional photography or prints will pay the photographer directly.

All project photographs shall be a single weight, color image. All finishes shall be smooth surface and glossy, and all prints shall be 8 inches by 10 inches.

Each print shall have clearly marked on the back the name of the project, the orientation of view, the date and time of exposure, name and address of photographer and the photographers numbered identification of exposure.

All project photographs shall be taken from locations to adequately illustrate conditions prior to construction, or conditions of construction and state of progress. The Contractor shall consult with the Owner at each period of photography for instructions concerning views required.

The Contractor shall deliver prints in conformance with the above requirements to the Owner. No construction shall begin until pre-construction photographs are completed and submitted to the Owner.

### **Negatives**

The Contractor shall require that photographer maintain negatives for a period of two years from date of Substantial Completion of the Project. Negatives shall be conveyed to Owner at the end of the two-year period.

Photographer shall agree to furnish additional prints to Owner at commercial rates applicable at the time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as expert witness.

### **Videotape Recording**

Videotaping may be used in lieu of construction photographs.

Videotaping shall be accomplished along all routes that are scheduled for construction.

The taping shall, when viewed, depict an image with  $\frac{1}{4}$  of the image being the roadway fronting of property and  $\frac{3}{4}$  of the image being of the property. The taping shall be done so as to show the roadway and property in an oblique view (30 degrees).

A complete view, in sufficient detail, of all driveways, with audio description of the exact location shall be provided.

The Engineering plans shall be used as a reference for stationing in the audio portion of the tapes for easy location identifications. If visible, house numbers shall be mentioned on the audio.

Two complete sets of videotapes shall be delivered to the Owner for the permanent and exclusive use of the Owner prior to the start of any construction on the project.

All videotapes shall contain the name of the project, the date and time of the videotaping, the name and address of the photographer and any other identifying information required.

Payment for this item shall be included under the pay item for Mobilization.

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

The Contractor shall inspect and televise all newly constructed storm pipes on the project. The purpose is to assure the pipes are properly constructed and do not leak at the joints. Payment for this item shall be included under the pay item for Mobilization.

### **CONTRACTOR TO EXECUTE NPDES “NOTICE OF INTENT”**

Prior to proceeding with construction, the Contractor shall prepare and submit a “Notice of Intent to Use Generic Permit for Stormwater Discharge from Construction Activities that Disturb One or More Acres of Land” to the Florida Department of Environmental Protection (FDEP). The Contractor shall monitor the site at all times and take appropriate action to prevent erosion including the use of BMPs. No pumping of ground or surface water shall be performed without approval from the Water Management District. Following completion of construction, Contractor shall prepare and submit a “Notice of Termination of Generic Permit Coverage” to FDEP. Payment for this item shall be included under the pay item for Mobilization.

### **WORKSITE TRAFFIC SUPERVISOR**

- a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the FDOT *Standard Specifications for Road and Bridge Construction* and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to work site traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.
- b. The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day-to-day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
- c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance.

- e. Payment for Worksite Traffic Supervisor shall be included under the pay item for Maintenance of Traffic.

### **CONTRACTOR'S SUPERVISION**

- a. Prosecution of Work: The Contractor shall give the work the constant attention necessary to assure the scheduled progress. He shall cooperate fully with the Engineer and with other Contractors at work in the vicinity.
- b. Contractor's Superintendent: The Contractor shall at all times have on the work site as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer and to supply promptly any materials, tools, equipment, labor and incidentals that may be required. Such superintendence shall be furnished regardless of the amount of work sublet.
- c. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours.
- d. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a 24-hour basis, 7 days a week, in order that he may be contacted for emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that may arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location to the Florida Highway Patrol and all other local law enforcement agencies.

### **LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE**

The Contractor shall obtain and maintain a list of emergency contact phone numbers for all utilities during the course of the project. The Contractor shall maintain utility service during the project except for interruptions authorized by the utility owner. If interruptions are required, the Contractor shall notify the Owner 48 hours in advance.

### **EXISTING SIDEWALK**

If the Contractor, in the process of performing his contract operations, breaks any of the existing sidewalk that is to remain in place, replacement of this sidewalk will be at the Contractor's expense.

### **PEDESTRIAN ACCESS**

The Contractor shall provide access and make provisions to maintain school zones during construction. The Contractor is to facilitate pedestrian traffic whether for school or public transportation.

## **RECORD DRAWINGS AND PROJECT CERTIFICATION**

This section and number of copies applies only to roadway and drainage record drawings.

The Owner and/or Engineer will furnish the Contractor copies of the bid plans to be used for the record drawings. A Florida Registered Surveyor shall perform a field survey and any differences between the plan elevations or dimensions shall be marked through and the as-built elevation or dimension legibly entered. All elevations and dimensions that are correct shall have a check mark placed beside it.

The Contractor shall keep a complete set of surveyed "As-built" records. These records shall show all items of Work and existing features of utilities revealed by excavation work. The records shall be kept in a professional manner, in a form that shall be approved by the County prior to the Work. These results shall be available at all times during construction for reference by the Engineer and shall be delivered to the Engineer upon completion of the Work. All completed "As-builts" must be certified by a Florida Licensed Surveyor or Engineer per Chapter 61 G 17-6, Florida Administrative Code, pursuant to Sec. 47207, Florida Statutes. At a minimum all Utility Record Drawings shall be in accordance with Manatee County Standards.

The following information is required on the "Record Drawings":

- A. Roadway centerline profile [100-foot maximum interval].
- B. Roadway cross sections [100-foot maximum interval].
- C. All underground piping with elevations and dimensions, changes to piping locations, horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc. Dimensions at these locations shall indicate distance from the centerline of construction.
- D. Elevations on all drainage control structures, verifying all plan dimensions.
- E. Stormwater ponds with cross sections [25-foot maximum interval] (sufficient to calculate volumes).
- F. Flow line elevations on all ditch breaks (vertical and horizontal).
- G. Field changes of dimensions and details.
- H. Details not on original contract drawings.
- I. Equipment and piping relocations.
- J. The locations of all headwalls, pipes and any other structures shall be located by station and offset.
- K. Benchmarks and elevation datum shall be indicated.
- L. Additional elevations or dimensions as required by the Engineer

Following completion of construction and prior to final payment, the Contractor shall submit a Certification by the Contractor and Manufacturer including test data that the materials (filter fabric, filter media, etc.) installed meet plan specifications and regulatory requirements.

Upon completion of the work, four (4) sets of draft "Record Drawings" shall be submitted to the Owner for review. Such drawings shall accurately show all approved field changes to the

original Construction Drawings, including actual locations, dimensions and elevations and shall be subject to a field review in the presence of the Engineer or his designated representative. The drawings are to be prepared by competent personnel, neatly drafted and certified, signed and sealed by a Florida Registered Surveyor.

The Contractor shall incorporate any comments from the Owner and/or Engineer and shall submit two write-only CD-ROMs, one set of 24-inch by 36-inch mylar record drawings and four sets of 24-inch by 36-inch certified prints with the Surveyor's certification.

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD format (Release 2004 or later) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

In addition, \$25,000 or five percent (whichever is smaller) of the Contract price shall be retained until the Owner has approved the "Record Drawings". The Owner and/or Engineer will review and approve the "Record Drawings" within 30 days unless additional information is required. No final payment shall be made until such time as the "Record Drawings" have been approved and accepted.

**COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) STORMWATER MANAGEMENT AND DISCHARGE PERMIT REQUIREMENTS AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) DREDGE AND FILL PERMIT REQUIREMENTS**

Southwest Florida Water Management District Stormwater Management and Discharge permits or exemptions, if any, and/or a Department of Environmental Protection Dredge and Fill permit, if any, required for this project have been obtained by the Owner. The Contractor shall comply with the stipulations of the Permits or Exemptions as stated herein.

The Contractor shall allow periodic inspection of the work by authorized representatives of the Department of Environmental Protection, the Southwest Florida Water Management District, as well as other duly authorized law enforcement officers of the State.

## MATERIAL TESTING TABLE

ITEM	TEST	TEST IDENTIFICATION	TEST REQUIREMENTS VERTICAL	TEST FREQUENCY HORIZONTAL
UTILITY TRENCH BACKFILL	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-180	PER PLANS	
SUBGRADE UNCLEAR NEW CURB	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-180	PER PLANS	
LIMEROCK/ SHELL BASE	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-180	PER PLANS	
SOIL CEMENT BASE	SOIL CEMENT PLACEMENT/ MONITORING DENSITIES THICKNESS DETERMINATIONS	AASHTO T-134 AND AASHTO T-135	PER PLANS	ONE PER 200 LF
CONCRETE	COMPRESSIVE STRENGTH (THREE CYLINDERS/TEST)	AASHTO T-23 AND AASHTO T-119	PER SPECS	PER SPECS/MIN. OF ONE SET/DAY FOR POURS BETWEEN 10 & 50 CY
	SLUMP, AIR CONTENT	AASHTO T-22 AND AASHTO T-180	PER SPECS	ADDITIONAL SET FOR EACH 50 CY DAILY OR 1 PER 50 CY MAX
ASPHALT	MATERIAL QUALITY GRADATION, STABILITY BITUMEN CONTENT	FLORIDA D.O.T.	PER SPECS	PER SPECS DAILY OR 1 PER 50 CY MAX
RECYCLED CONCRETE BASE	GRADATION DENSITIES THICKNESS DETERMINATIONS	AASHTO T-180	PER SPECS	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF



## SPECIAL PROVISIONS

The following Special Provisions use the term "Inspector in Charge". The Inspector in Charge will mean the County. The County's representative will be the Project Manager. Any work on the job site may be reviewed or observed by a number of County inspectors; however, the Inspector in Charge shall be the primary point of contact for the Contractor while on the job site. For contractual issues he may contact the Project Manager.

1. Project Schedule:

Within 15 days of the notification to award, the Contractor shall submit a detailed construction bar chart schedule to the County for review. The submittal shall meet the following requirements:

- A. The schedule will be submitted on a standard drawing sheet size (maximum size - 11 x 17 inches).
- B. The time scale (horizontal) shall be in weeks. The activities shall be listed on the left hand side (vertical).
- C. Activities shall show most of the work tasks required to construct the project. The listing shall be from top to bottom and shall be in a logical sequence for which the work will be accomplished. Sufficient space shall be provided between activities or within bars to allow for marking of actual progress.

A copy of the schedule, clearly showing progress made, shall be submitted on a monthly basis along with the application for payment. Review or acceptance of the schedule by the County does not relieve the Contractor from any or all responsibility for maintaining the schedule and progress of the work.

The Contractor shall provide a revised Work schedule if, at any time, the County considers the completion date to be in jeopardy because of "activities behind schedule". An activity that cannot be completed by its original or latest completion date shall be deemed to be behind schedule. The revised work schedule is designed to show how the Contractor intends to accomplish the work to meet the contractual completion date. The form and method employed by the Contractor shall be the same as for the original work schedule.

The cost to prepare and revise the schedule shall be incidental to the work and shall be at no additional cost to the County.

2. Working Hours.

Normal construction hours of operation will be Monday through Friday from 7:00 am to 7:00 pm. If the contractor finds it necessary to change these hours the contractor shall notify the County's Inspector in Charge for approval. Work to be performed at night or

in addition to normal working hours must be reviewed and approved by the County prior to working the overtime hours.

3. Monthly Meetings

The contractor shall hold bi-weekly meetings as to the progress being made and the status of utility relocations. The Project Manager, Inspector in Charge, and CivilSurv Design Group, Inc. (Professional) shall be notified and invited.

4. Water Utility Construction and As-Built Information

All water utility construction noted on the plans shall be performed in accordance with Manatee County Utility Operations Department standards and specifications.

5. Stormwater Record Drawings and As-Built Information

The Engineer will furnish the Contractor a copy of the SWFWMD approved permit plans (if permitted by SWFWMD) to be used for the record drawings. A field survey shall be performed by a Florida Registered Surveyor and any differences between the plan elevations or dimensions shall be marked through and the as-built elevation or dimension legibly entered. All elevations and dimensions that are correct shall have a check mark placed beside it. If there is not a SWFWMD permit then the construction plans shall be used. Upon completion of the work, four sets of draft "Record Drawings" shall be submitted to the Inspector in Charge for review. Such drawings shall accurately show all approved field changes to the original Construction Drawings, including actual locations, dimensions, and elevations and shall be subject to a field review in the presence of the Engineer or his designated representative. The drawings are to be prepared by competent personnel, neatly drafted, and certified, signed, and sealed by a Florida Registered Surveyor. The drawings shall show as a minimum the following:

1. Elevations on all drainage control structures, verifying all plan dimensions.
2. Flow line on all pipes.
3. Flow line elevation on all ditch breaks (vertical and horizontal).
4. Additional elevations or dimensions as required by the Engineer.

After review by the Inspector in Charge he shall transmit them to the Engineer and Project Manager. Any additional information required by County or the Engineer shall be marked on the review copy and the Contractor shall pick it up from the Inspector in Charge. The Contractor shall then gather the additional information and if adequate and approved shall submit two (2) read only CD-ROM's and six sets of 24" x 36" certified prints with the Surveyor's certification to the Inspector in Charge.

Following completion of construction, the contractor shall submit a certification by the Contractor and Manufacturer including test data that the materials (filter fabric, filter

media, etc.) installed meet plan specifications and those materials meet regulatory requirements.

In addition, 5% of the contract price shall be retained until the "Record Drawings" have been approved by the Engineer. The Engineer will review and approve the "Record Drawings" within 30 days unless additional information is required. No final payment shall be made until such time as the "Record Drawings" have been approved and accepted.

6. Underground Facilities

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the County or the Professional by the owners of such Underground Facilities or by others. The County and Professional shall not be responsible for the accuracy or completeness of any such information or data.

The contractor shall contact Sunshine One Call prior to starting construction and utility locates shall be maintained during the time of construction.

7. Contractor to execute NPDES "Notice of Intent"

Prior to proceeding with construction, the Contractor shall prepare an erosion control plan acceptable to Federal EPA and submit same with the appropriate forms to Federal EPA and obtain approval. The Contractor shall monitor the site at all times and take appropriate action to prevent erosion including the use of BMP's.

8. List of Emergency Contact Numbers and Utility Service Maintenance

The Contractor shall obtain and maintain a list of emergency contact phone numbers for all utilities during the course of the project. Utility service shall be maintained by the Contractor during the project except for interruptions authorized by the utility owner. If interruptions are required, the Contractor shall notify the County 48 hours in advance.

9. Pedestrian Access

The Contractor shall provide access and make provisions to maintain school zones during construction. The Contractor is to facilitate pedestrian traffic whether for school or public transportation.

10. No separate Payment for Special Provisions

No separate payment will be made for the Contractor to execute Special Provisions. All expenses born by the contractor shall be included in the individual unit prices for the particular pay item.

11. Permits

The Contractor shall at all times comply with all permits included in the bid documents.

Permits are pending from FDOT and SWFWMD. No addition time or money will be given for delays to project due to permitting delays.

12. Testing

All required testing is to be preformed by the County. The cost for re-testing will be paid for by the Contractor.

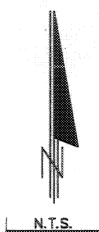
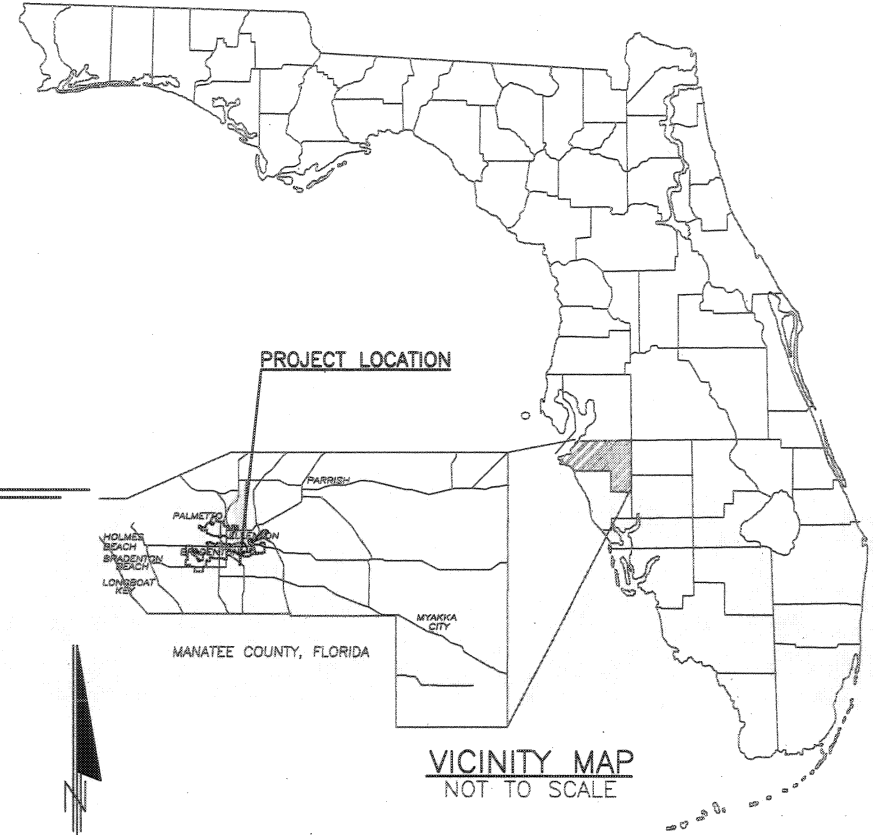
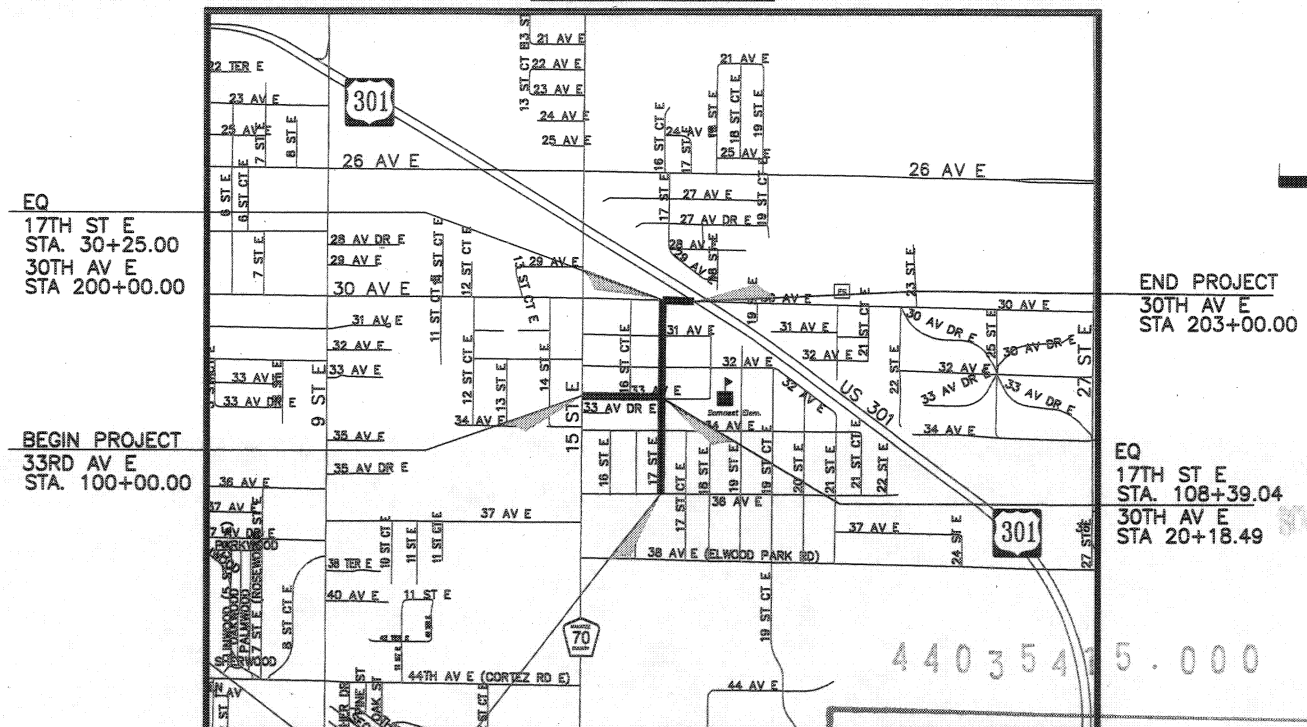
**MANATEE COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**BRADENTON, FLORIDA**



**PLANS OF PROPOSED**  
**SAMOSET IMPROVEMENT AREA**  
**SIDEWALKS**

**COUNTY PROJECT NO. 9012109 1.1**  
**CSDG PROJECT NO. 17873.04**  
**MANATEE COUNTY, FLORIDA**

S6 T35S R18E



**INDEX OF PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	TYPICAL SECTION
4-14	PLAN AND PROFILE
15-21	CROSS SECTIONS
22	DRAINAGE STRUCTURE DETAILS
23	SWALE STORAGE COMPENSATION
24	COUNTY STANDARD DETAILS
25	STORMWATER POLLUTION PREVENTION PLAN
A1-A4	ADDITIONAL CROSS SECTIONS

\*TEXT IN BOLD INCLUDED IN SET  
 TEXT NOT IN BOLD NOT INCLUDED IN SET

**UTILITY OWNERS**

TOM WRIGHT BRIGHT HOUSE P.O. BOX 25206 BRADENTON, FL 34206	GREG COKER FLORIDA POWER & LIGHT 1253 12TH AVENUE EAST PALMETTO, FL 34221
DENISE HUTTON VERIZON 1701 RINGLING BLVD. SARASOTA, FL 34236	DAN SHANAHAN TECO PEOPLES GAS 8261 VICO CT. SARASOTA, FL 34240

PLANS PREPARED BY:



CivilSurv Design Group  
 2525 Drane Field Rd.  
 Suite 7  
 Lakeland, FL 33811  
 Tel: 863-646-4771  
 Certificate of Authorization  
 No: 28988

ENGINEER OF RECORD:  
**JOHN E. HOWLE, P.E.**  
 P.E. NO. 27584

**NOTES:**

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2010, AND DIVISION II AND III OF THE STANDARDS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2007, AS AMENDED BY CONTRACT DOCUMENTS

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 7-1-10. FOR DESIGN STANDARDS MODIFICATIONS CLICK ON "DESIGN STANDARDS" AT THE FOLLOWING WEB SITE: [HTTP://WWW.DOT.STATE.FL.US/RDDESIGN/](http://www.dot.state.fl.us/rddesign/).

UNDERGROUND UTILITIES: THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN ON THE PLANS HAVE BEEN OBTAINED BY FIELD SURVEYS AND SEARCHES OF AVAILABLE RECORDS. IT IS BELIEVED THAT THIS DATA IS ESSENTIALLY CORRECT. HOWEVER, THESE PLANS DO NOT GUARANTEE THEIR ACCURACY OR COMPLETENESS. THE CONTRACTOR WILL BE REQUIRED TO VERIFY THE EXACT LOCATION OF EACH FACILITY WITH THE UTILITY COMPANY WHEN THE POTENTIAL EXISTS FOR INVOLVEMENT AND SHALL TAKE DUE CARE IN ALL PHASES OF THE CONSTRUCTION TO PROTECT ANY SUCH FACILITIES WHICH MAY BE AFFECTED BY THE WORK. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

**PLANS SUBMITTED**  
**FOR SWFWMD CRI**  
**MARCH 7, 2011**

**LOCATION MAP**  
**PROJECT LENGTH**  
 3250 LF OR 0.62 MILES

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT - SARASOTA**  
**PERMITTED DRAWING**

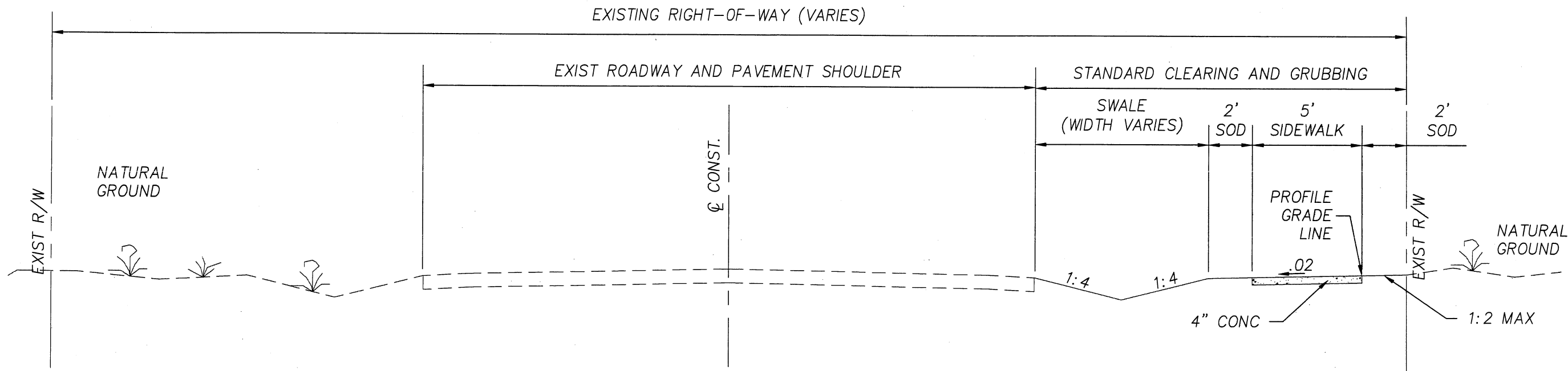
For construction permits, the contractor shall notify in writing the Sarasota Regional Office when construction begins. **811** KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG. It's fast. It's free. It's the law. [www.call811.com](http://www.call811.com)

ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

DATE	BY	DESCRIPTION
4/4/11	J.E.H.	KEY SHEET REVISIONS

APPROVED BY:   
 John E. Howle, P.E. NO. 27584  
 DATE: 3/17/11

**OWNER**



TYPICAL SECTION

NOTES:

1. RELOCATE ANY WATER METER LOCATED WITHIN THE LIMITS OF THE SIDEWALK AS DIRECTED BY THE MANATEE COUNTY UTILITIES DEPARTMENT. COST TO BE INCLUDED IN CLEARING AND GRUBBING.
2. REPLACE ANY SERVICES DAMAGED DURING CONSTRUCTION FROM MAIN TO METER.
3. ALL EXISTING VALVE BOXES SHALL BE ADJUSTED TO FINISHED GRADE IN SIDEWALK. (SEE MANATEE COUNTY SPEC UW-2, UW-17, UW-5, UW 6)
4. SOD ALL DISTURBED AREAS IN LIKE KIND OF EXISTING
5. ANY EXISTING SEWER SERVICE CLEANOUT IN THE AREA OF CONSTRUCTION SHALL BE ADJUSTED PER MANATEE COUNTY SPEC US-13)

44035415.000

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT (SWFWMD)  
PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.

*Free*

REVISIONS					
Date	By	Description	Date	By	Description

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT

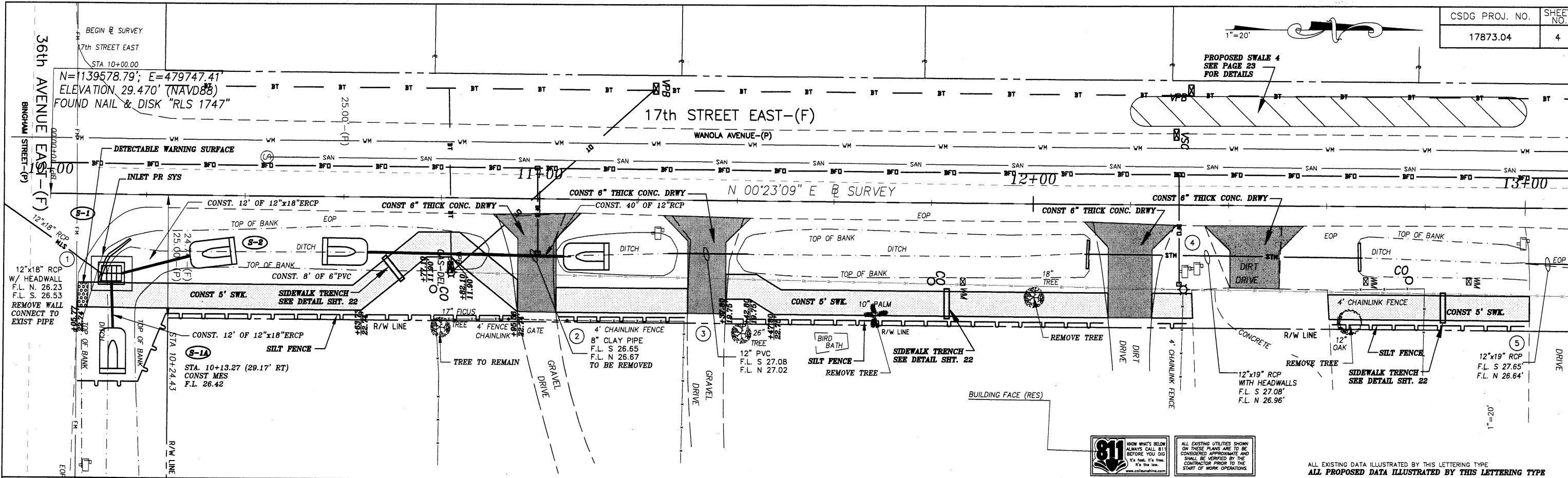


CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 883-646-4771  
Certificate of  
Authorization  
No. 28800

DESIGNED BY	RLB	10/09
DRAWN BY	RVD	10/09
CHECKED BY	JEH	10/09

DATE: 10/14/09

SAMOSSET AREA IMPROVEMENTS  
TYPICAL SECTION  
MANATEE COUNTY, FLORIDA



**811** KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG  
 IT'S FREE, IT'S FAST, IT'S THE WAY TO SAFETY.  
www.call811.com

ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

ALL EXISTING DATA ILLUSTRATED BY THIS LETTERING TYPE  
 ALL PROPOSED DATA ILLUSTRATED BY THIS LETTERING TYPE

- GENERAL NOTES:**
- HORIZONTAL DATUM NAD 1983 (ADJ 1999) FL ZONE WEST. VERTICAL DATUM NAVD 1988. TO CONVERT VERTICAL DATUM TO NGVD 1929, ADD 0.817
  - EXISTING DRAINAGE STRUCTURES ARE TO REMAIN UNLESS OTHERWISE NOTED.
  - THE LOCATIONS OF UTILITIES ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.
  - EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
  - ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION WITHOUT DELAY. ANY SURVEY MONUMENTS REMOVED BY THE CONTRACTOR WITHOUT REFERENCE BEING ESTABLISHED, SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

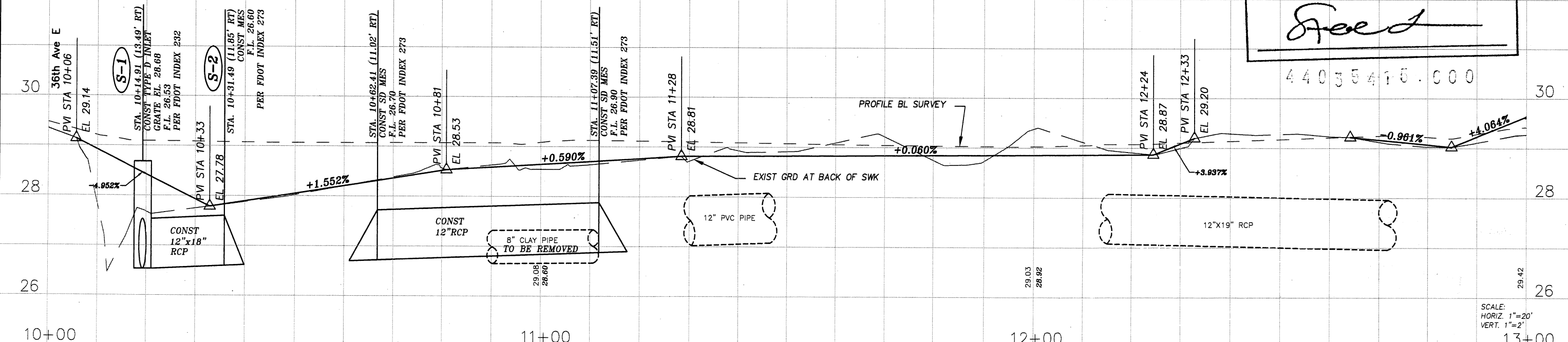
BM #1 (A1) - PK NAIL & DISK  
 RLS 1747  
 STA. 10+00.00, 0.000  
 ELEV. 29.470

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.

*Free*

44035415.000



REVISIONS	
Date	By

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

**CIVILSURV**  
 A Tradition of Innovative Engineering

CivilSurv Design Group  
 2525 Drone Field Rd.  
 Suite 7  
 Lakeland, FL 33811  
 Tel: 863-646-4771

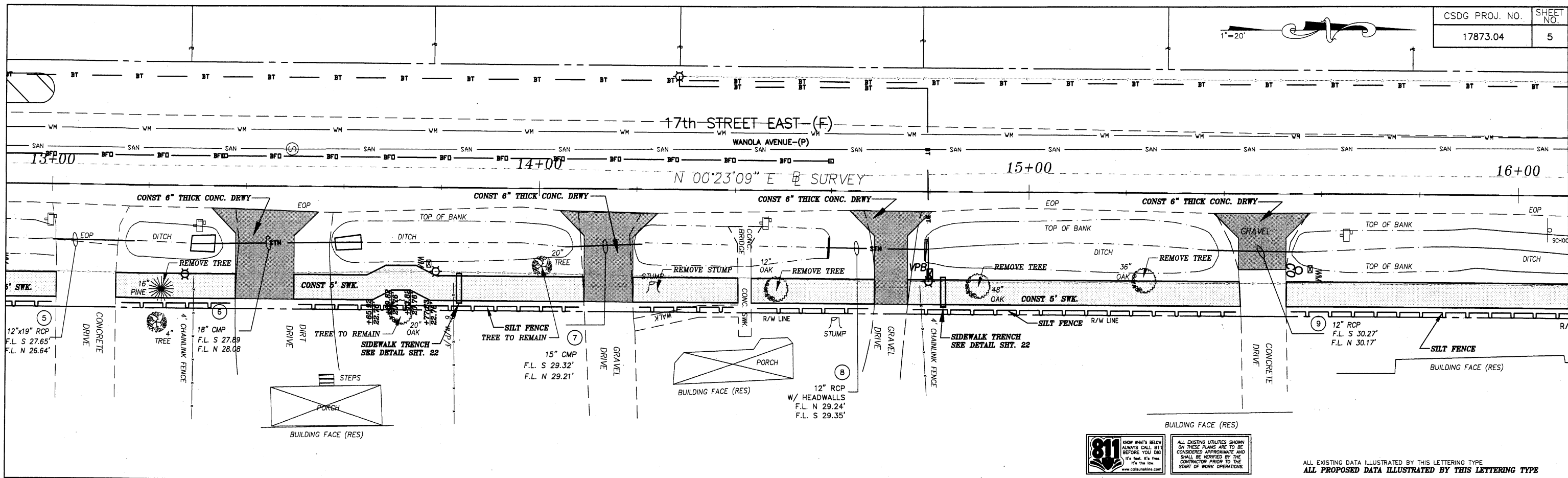
Certificate of Authorization No. 29988

NAME	DATE
DESIGNED BY RLB	10/09
DRAWN BY RVD	10/09
CHECKED BY JEH	10/09

SAMOSET AREA IMPROVEMENTS

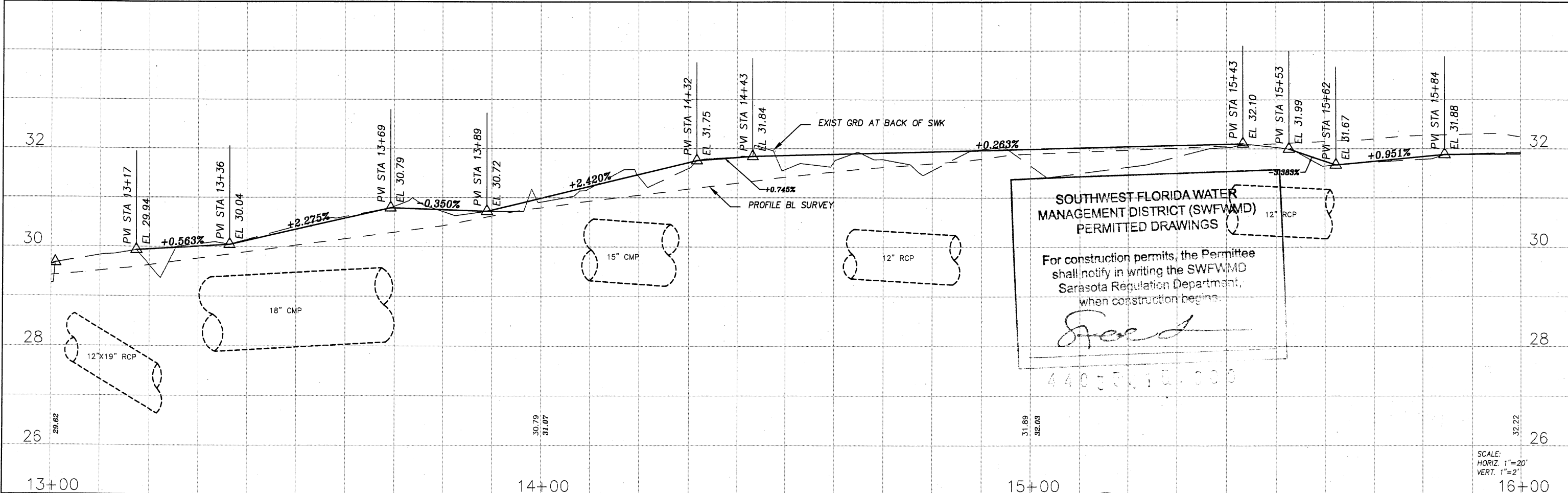
**PLAN & PROFILE SHEET (1)**  
 STA. 10+00 TO STA. 13+00  
 MANATEE COUNTY, FLORIDA

DATE: 10/11/11



ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

ALL EXISTING DATA ILLUSTRATED BY THIS LETTERING TYPE  
ALL PROPOSED DATA ILLUSTRATED BY THIS LETTERING TYPE



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) PERMITTED DRAWINGS**

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.

*Handwritten signature*

44055.15.000

REVISIONS							
Date	By	Description	Date	By	Description	Date	By

MANATEE COUNTY PUBLIC WORKS DEPARTMENT  
CSDG Field Book Nos.: 1118,1139,1276

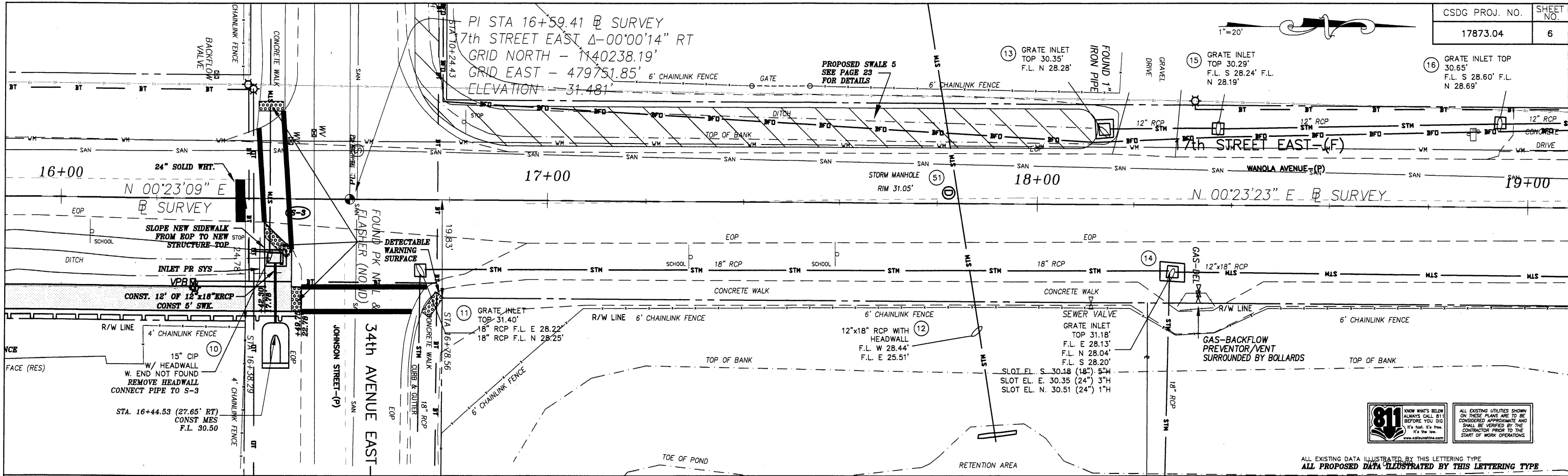
**CIVILSURV**  
A Tradition of Innovative Engineering

CivilSurv Design Group  
2525 Drane Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771  
Certificate of Authorization No. 28888

NAME	DATE
DESIGNED BY: RLB	10/09
DRAWN BY: RVD	10/09
CHECKED BY: JEH	10/09

SAMOSET AREA IMPROVEMENTS  
**PLAN & PROFILE SHEET (2)**  
STA. 13+00 TO STA. 16+00  
MANATEE COUNTY, FLORIDA

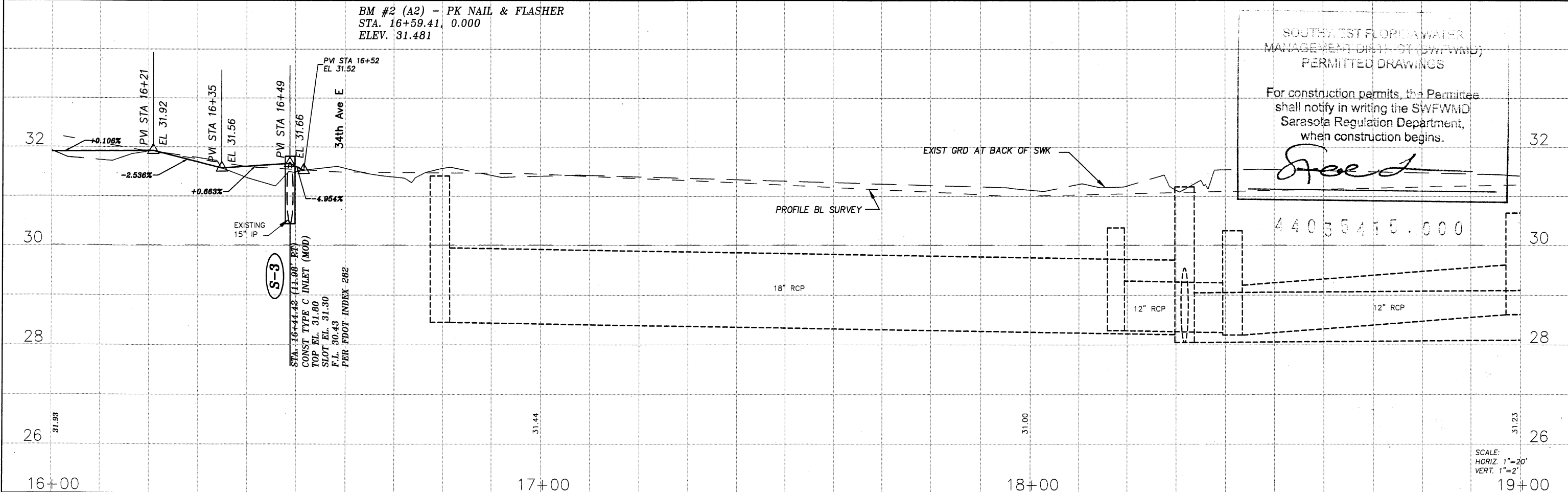




BM #2 (A2) - PK NAIL & FLASHER  
 STA. 16+59.41 0.000  
 ELEV. 31.481



ALL EXISTING DATA ILLUSTRATED BY THIS LETTERING TYPE  
 ALL PROPOSED DATA ILLUSTRATED BY THIS LETTERING TYPE



SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.

*Free*

44035415.000

REVISIONS							
Date	By	Description	Date	By	Description	Date	By

MANATEE COUNTY PUBLIC WORKS DEPARTMENT  
 CSDG Field Book Nos.: 1116,1139,1276



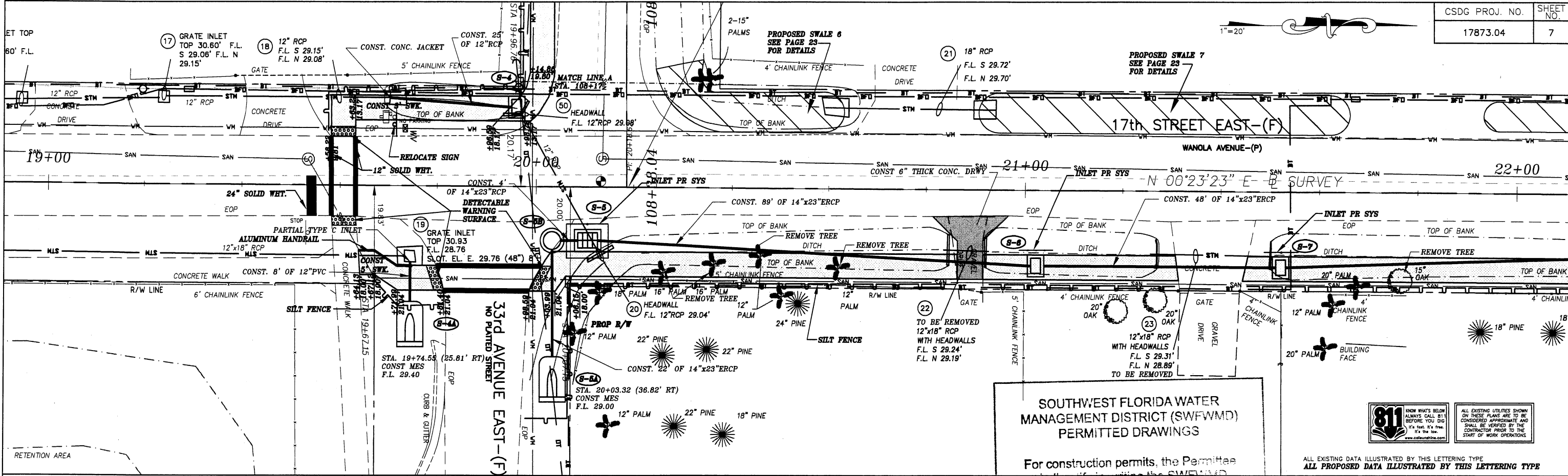
CivilSurv Design Group  
 2525 Drone Field Rd.  
 Suite 7  
 Lakeland, FL 33811  
 Tel: 863-646-4771  
 Certificate of Authorization No. 28988

NAME	DATE
DESIGNED BY: RLB	10/09
DRAWN BY: RVD	10/09
CHECKED BY: JEH	10/09

DATE: *10/11/11*

SAMOSSET AREA IMPROVEMENTS  
**PLAN & PROFILE SHEET (3)**  
 STA. 16+00 TO STA. 19+00  
 MANATEE COUNTY, FLORIDA

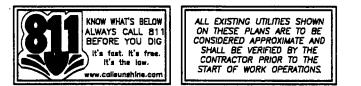
SCALE:  
 HORIZ. 1"=20'  
 VERT. 1"=2'



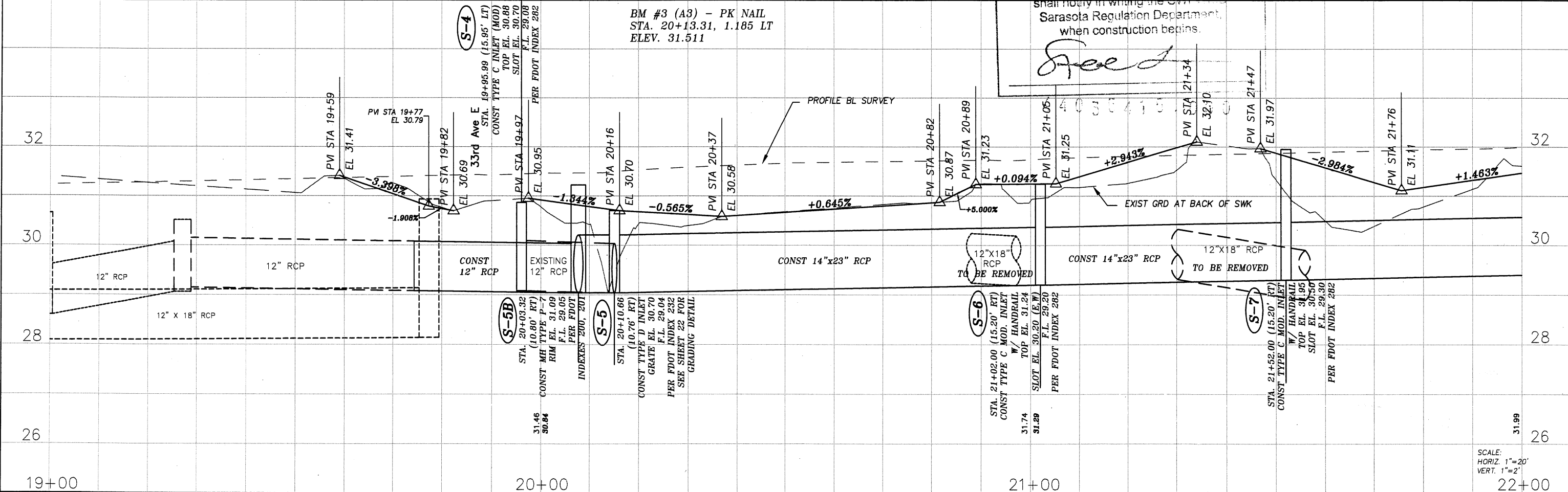
**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) PERMITTED DRAWINGS**

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.

*Feed*



ALL EXISTING DATA ILLUSTRATED BY THIS LETTERING TYPE  
ALL PROPOSED DATA ILLUSTRATED BY THIS LETTERING TYPE



REVISIONS					
Date	By	Description	Date	By	Description

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT

CSDG Field Book Nos.: 1116,1139,1276



CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771

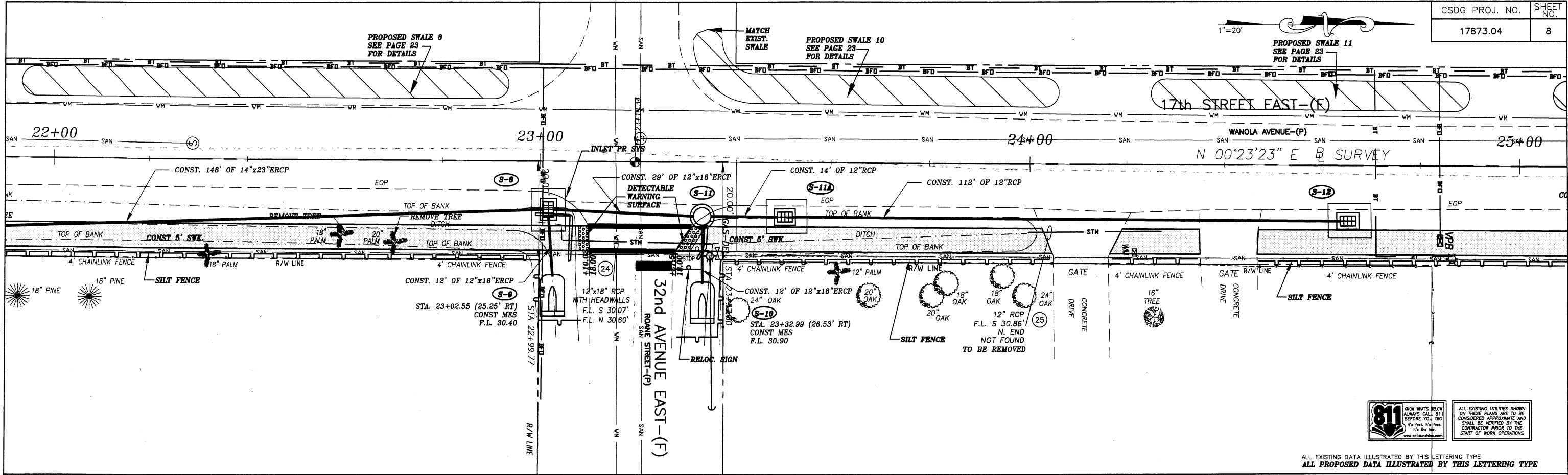
Certificate of Authorization  
No. 28988

NAME	DATE
DESIGNED BY RLB	10/09
DRAWN BY RVD	10/09
CHECKED BY JEH	10/09

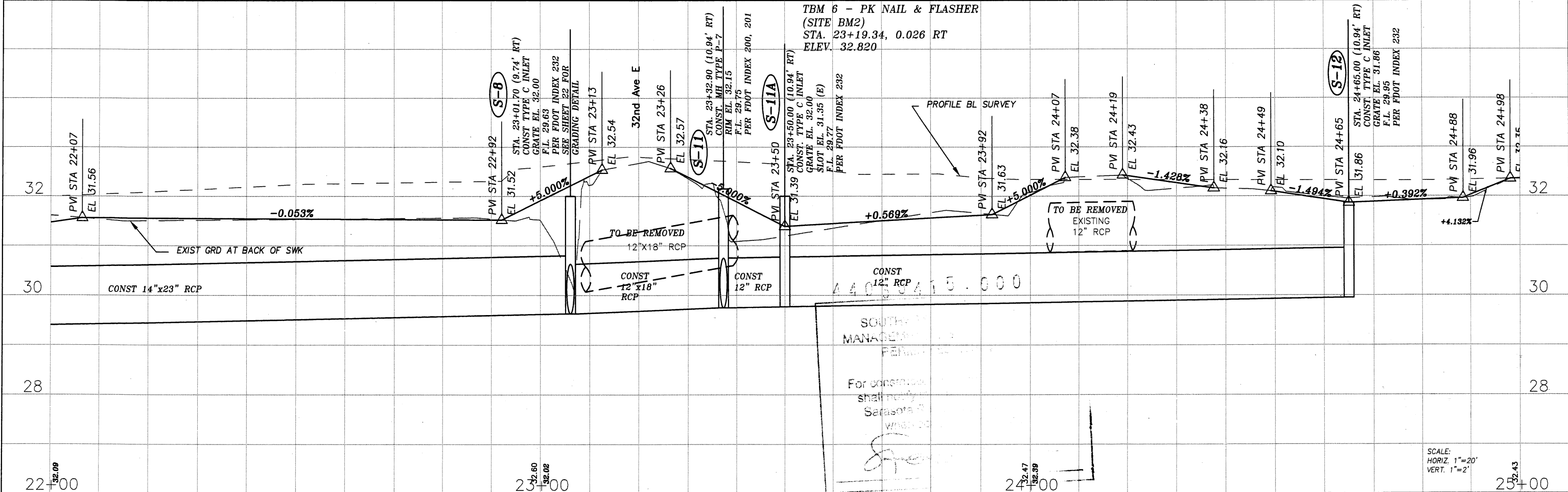
DATE: *10/11/10*

SAMOSSET AREA IMPROVEMENTS  
**PLAN & PROFILE SHEET (4)**  
STA. 19+00 TO STA. 22+00  
MANATEE COUNTY, FLORIDA

SCALE:  
HORIZ. 1"=20'  
VERT. 1"=2'



ALL EXISTING DATA ILLUSTRATED BY THIS LETTERING TYPE  
ALL PROPOSED DATA ILLUSTRATED BY THIS LETTERING TYPE



TBM 6 - PK NAIL & FLASHER  
(SITE BM2)  
STA. 23+19.34, 0.026 RT  
ELEV. 32.820

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT

For construction of  
sanitary sewer  
Manatee County  
with...

DATE: 10/21/11

SCALE:  
HORIZ. 1"=20'  
VERT. 1"=2'

REVISIONS							
Date	By	Description	Date	By	Description	Date	By

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT

CSDG Field Book Nos.: 1116,1139,1276

**CIVILSURV**  
A Tradition of Innovative Engineering

CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771

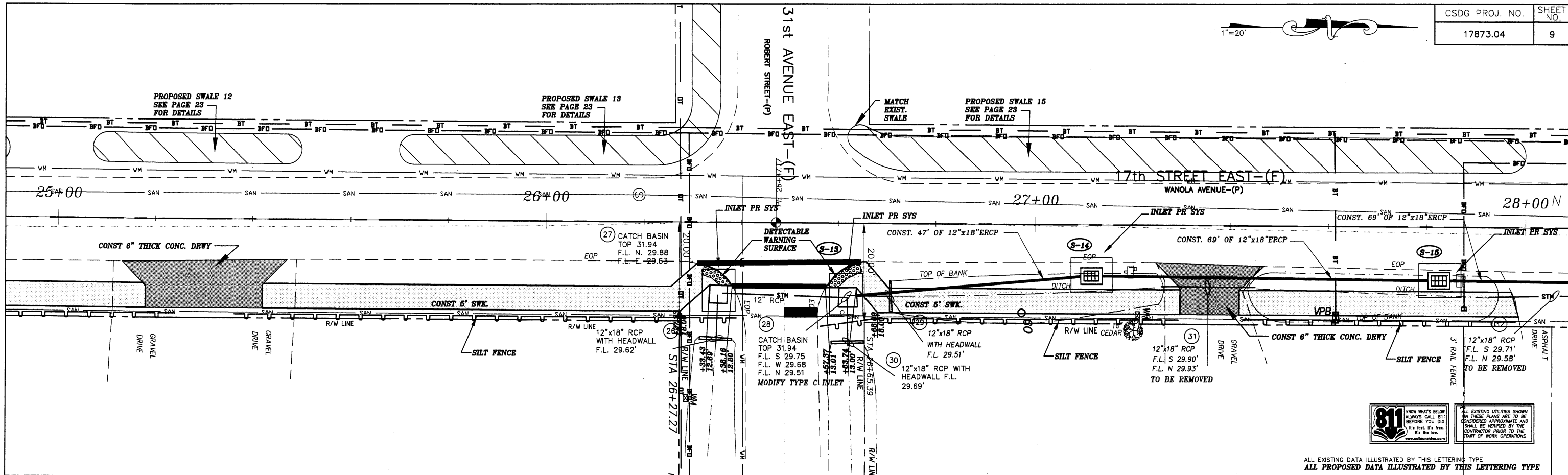
Certificate of  
Authorization  
No. 28988

NAME	DATE
DESIGNED BY: RLB	10/09
DRAWN BY: RVD	10/09
CHECKED BY: JEH	10/09

JOHN E. HOWLE, P.E.  
FLA. REG. NO. 27584

DATE: 10/21/11

SAMOSET AREA IMPROVEMENTS  
**PLAN & PROFILE SHEET (5)**  
STA. 22+00 TO STA. 25+00  
MANATEE COUNTY, FLORIDA

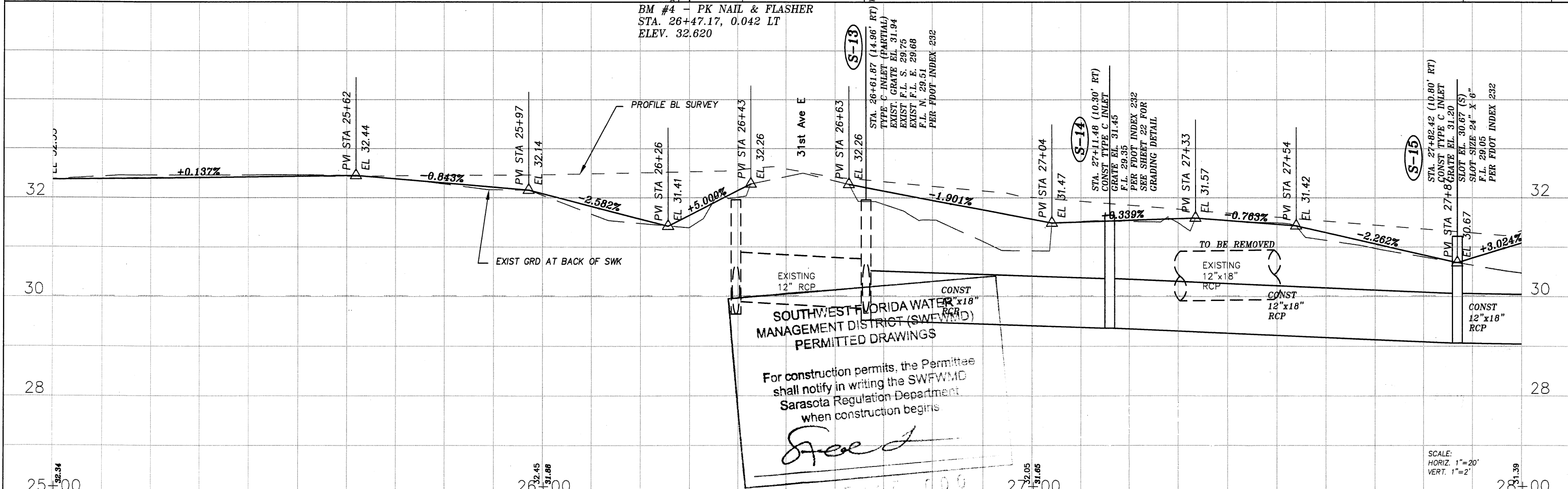


**811** HOW MANY'S BELIEF ALWAYS CALL 811 BEFORE YOU DIG. It's the law. www.call811.com

ALL EXISTING UTILITIES SHOWN IN THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

ALL EXISTING DATA ILLUSTRATED BY THIS LETTERING TYPE  
ALL PROPOSED DATA ILLUSTRATED BY THIS LETTERING TYPE

BM #4 - PK NAIL & FLASHER  
STA. 26+47.17, 0.042 LT  
ELEV. 32.620



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department when construction begins

*Free*

SCALE:  
HORIZ. 1"=20'  
VERT. 1"=2'

REVISIONS							
Date	By	Description	Date	By	Description	Date	By

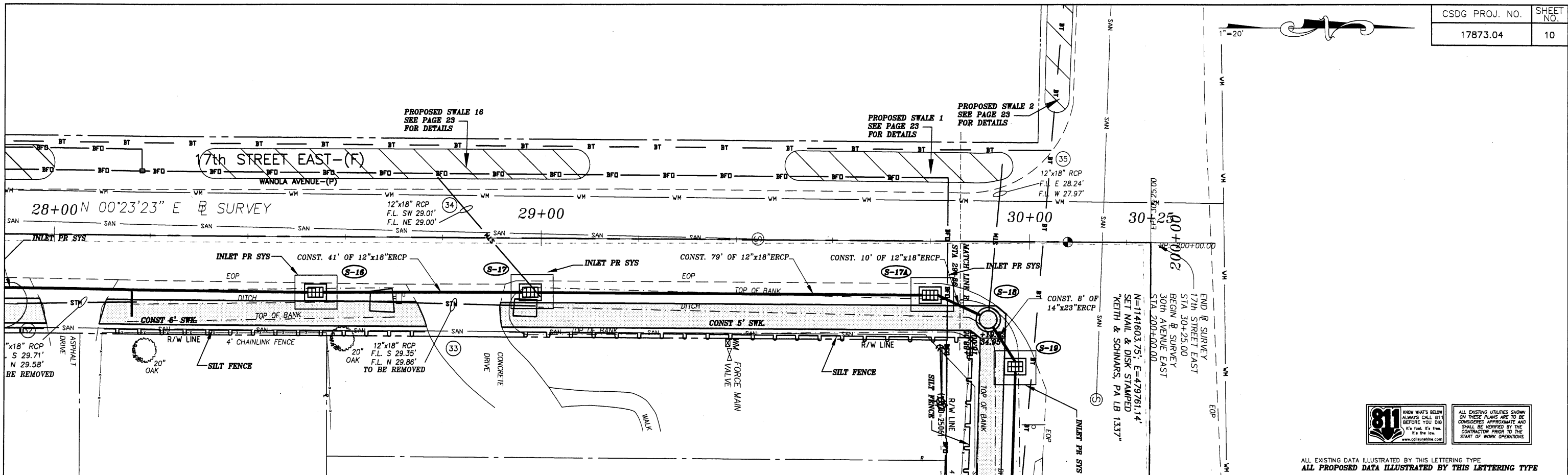
MANATEE COUNTY PUBLIC WORKS DEPARTMENT  
CSDG Field Book Nos.: 1116,1139,1276

**CIVILSURV**  
A Tradition of Innovative Engineering

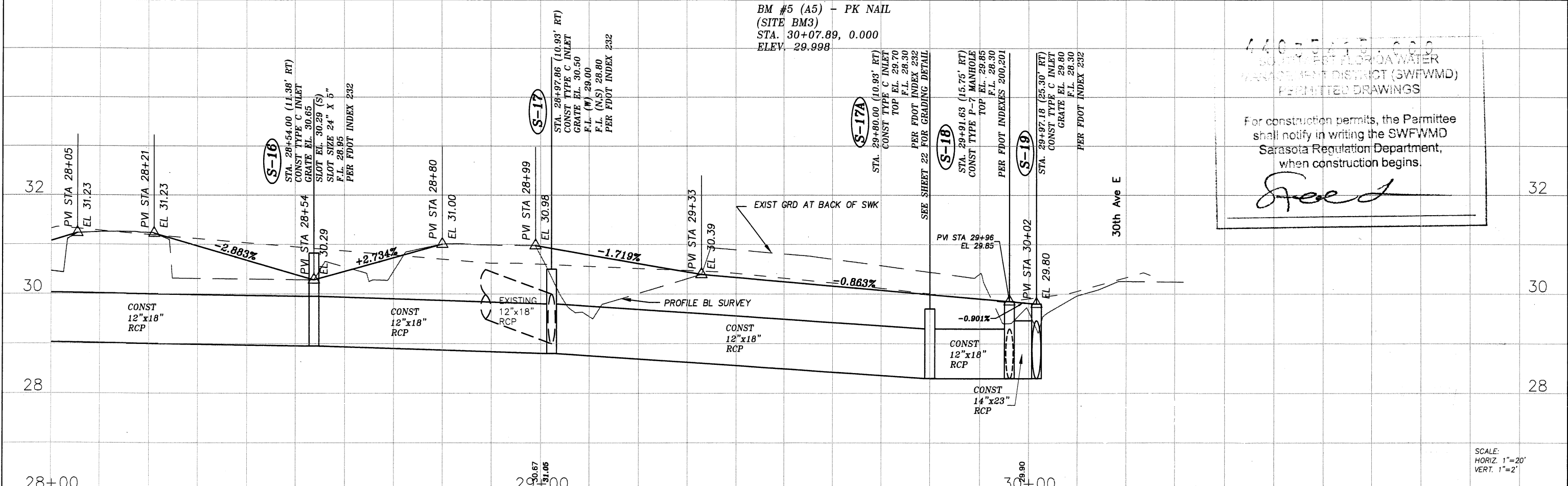
CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771  
Certificate of Authorization No. 28968

NAME	DATE
DESIGNED BY: RLB	10/09
DRAWN BY: RVD	10/09
CHECKED BY: JEH	10/09

SAMOSSET AREA IMPROVEMENTS  
**PLAN & PROFILE SHEET (6)**  
STA. 25+00 TO STA. 28+00  
MANATEE COUNTY, FLORIDA



ALL EXISTING DATA ILLUSTRATED BY THIS LETTERING TYPE  
ALL PROPOSED DATA ILLUSTRATED BY THIS LETTERING TYPE



440-211-000  
SARASOTA FLORIDA WATER  
MANAGEMENT DISTRICT (SWFWMD)  
PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.

*Free*

REVISIONS							
Date	By	Description	Date	By	Description	Date	By

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT

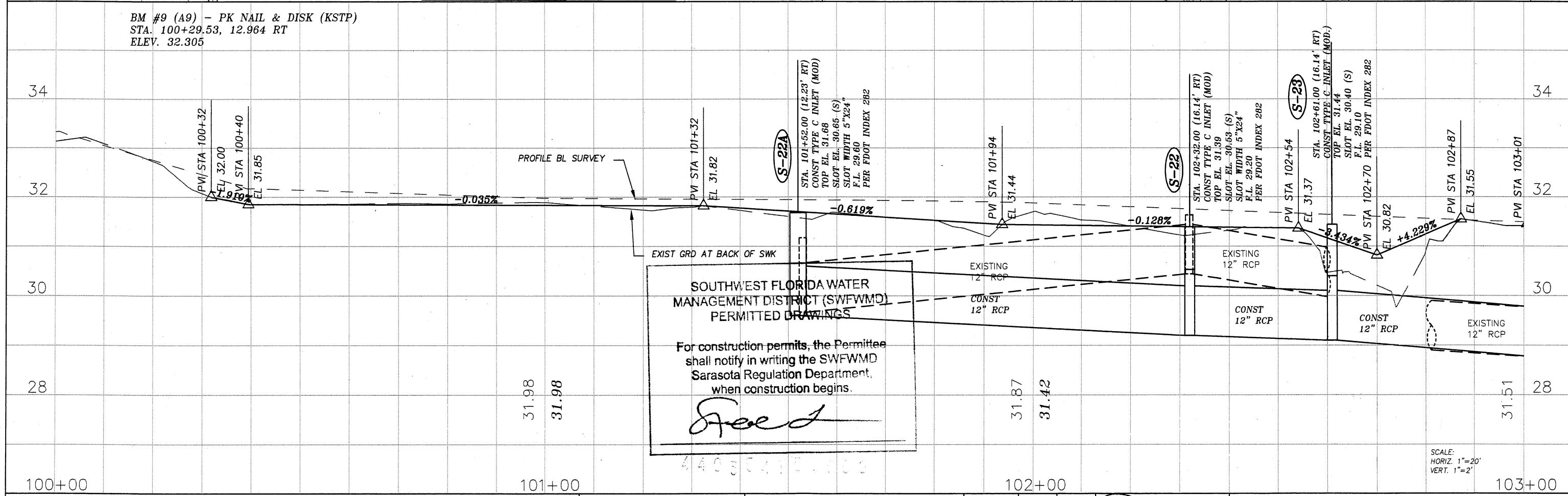
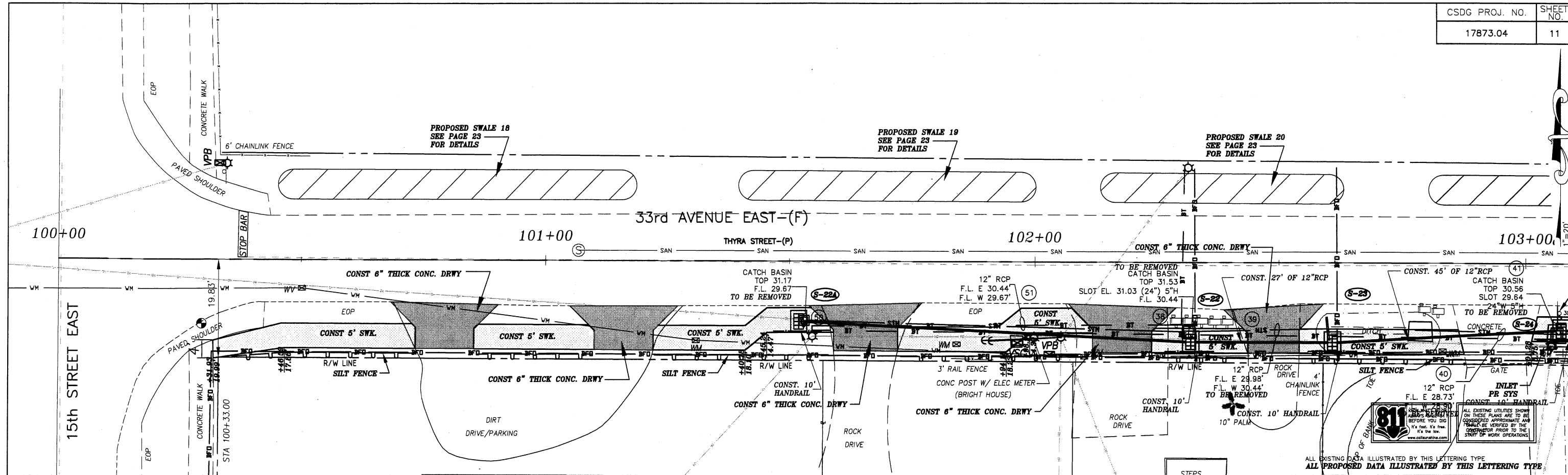
CSDG Field Book Nos.: 1118,1139,1276



DESIGNED BY	NAME	DATE
RLB	RLB	10/09
RVD	RVD	10/09
JEH	JEH	10/09

SAMOSSET AREA IMPROVEMENTS  
**PLAN & PROFILE SHEET (7)**  
STA. 28+00 TO STA. 30+00  
MANATEE COUNTY, FLORIDA

SCALE:  
HORIZ. 1"=20'  
VERT. 1"=2'



BM #9 (A9) - PK NAIL & DISK (KSTP)  
 STA. 100+29.53, 12.964 RT  
 ELEV. 32.305

SOUTHWEST FLORIDA WATER  
 MANAGEMENT DISTRICT (SWFWMD)  
 PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.

*Free*

REVISIONS							
Date	By	Description	Date	By	Description	Date	By

MANATEE COUNTY  
 PUBLIC WORKS DEPARTMENT



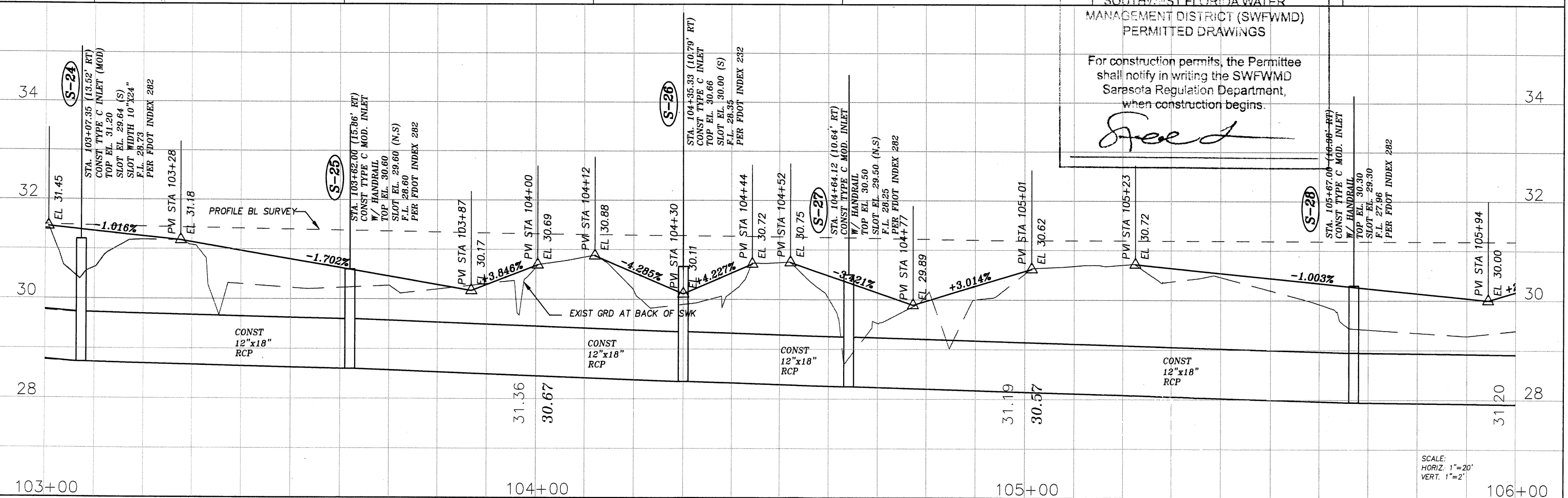
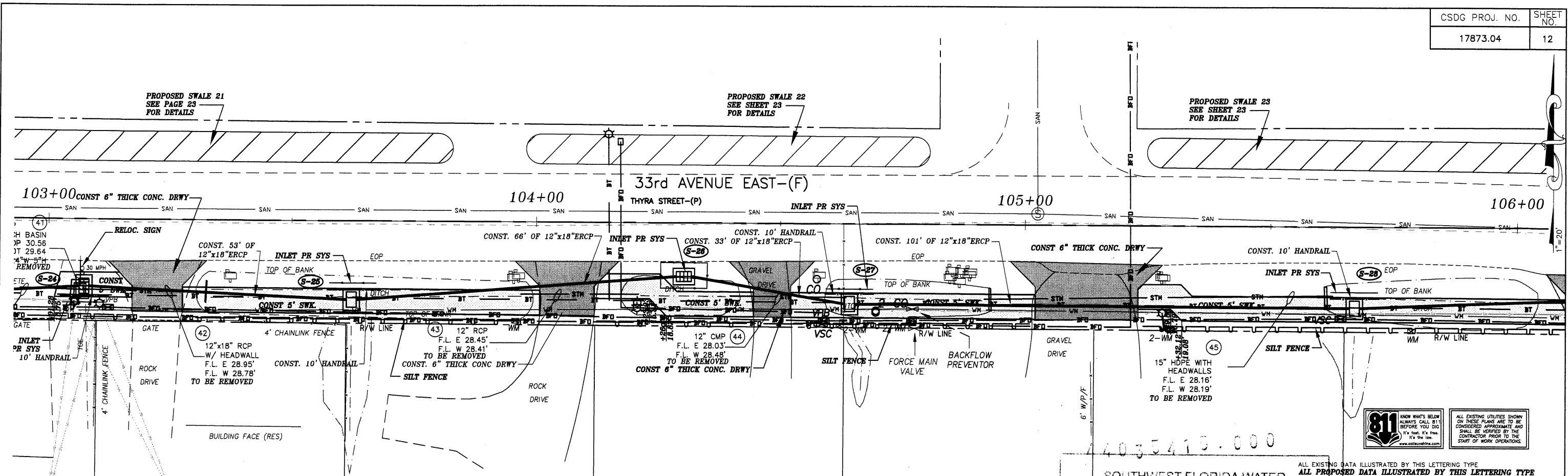
CivilSurf Design Group  
 2525 Drone Field Rd.  
 Suite 7  
 Lakeland, FL 33811  
 Tel: 863-646-4771

DESIGNED BY	RLB	DATE	10/09
DRAWN BY	RVD	DATE	10/09
CHECKED BY	JEH	DATE	10/09

JOHN E. HOWLE, P.E.  
 FLA. REG. NO. 27384  
 DATE: 3/17/11

SAMOSET AREA IMPROVEMENTS  
**PLAN & PROFILE SHEET (8)**  
 STA 100+00 TO STA. 103+00  
 MANATEE COUNTY, FLORIDA

SCALE:  
 HORIZ. 1"=20'  
 VERT. 1"=2'



4035415.000

ALL EXISTING DATA ILLUSTRATED BY THIS LETTERING TYPE  
ALL PROPOSED DATA ILLUSTRATED BY THIS LETTERING TYPE

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT (SWFWMD)  
PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.

*Free*

REVISIONS					
Date	By	Description	Date	By	Description

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT

CSDG Field Book Nos.: 1116,1139,1276

**CIVILSURV**  
A Tradition of Innovative Engineering

CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771

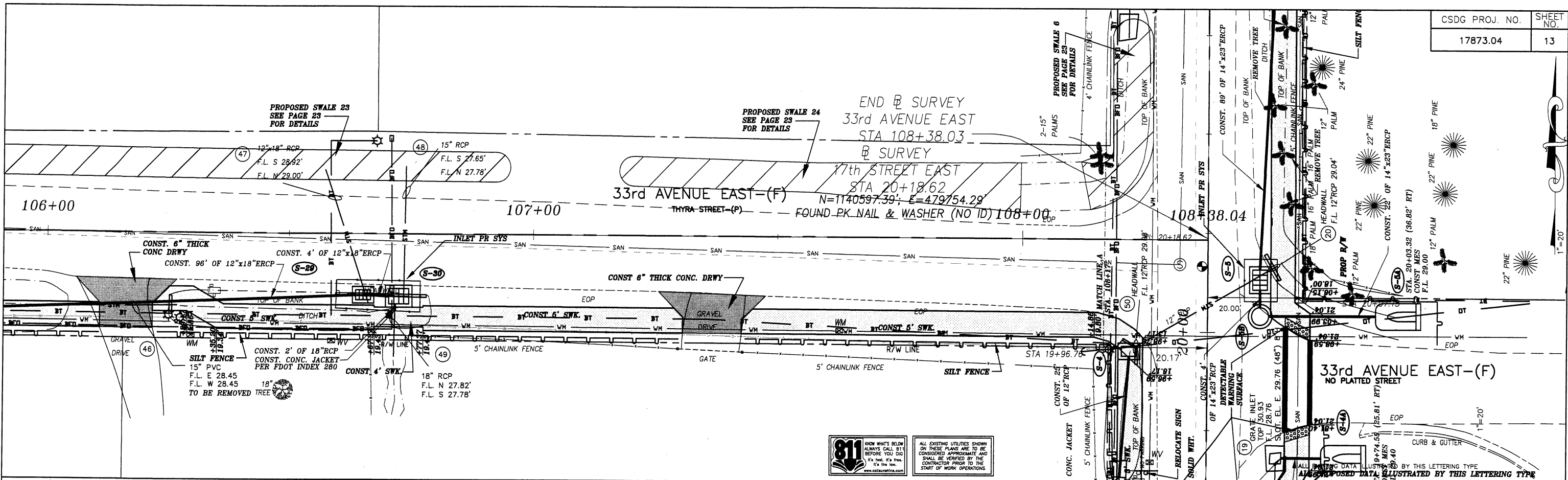
Certificate of Authorization  
No. 26898

NAME	DATE
DESIGNED BY: RLB	10/09
DRAWN BY: RVD	10/09
CHECKED BY: JEH	10/09

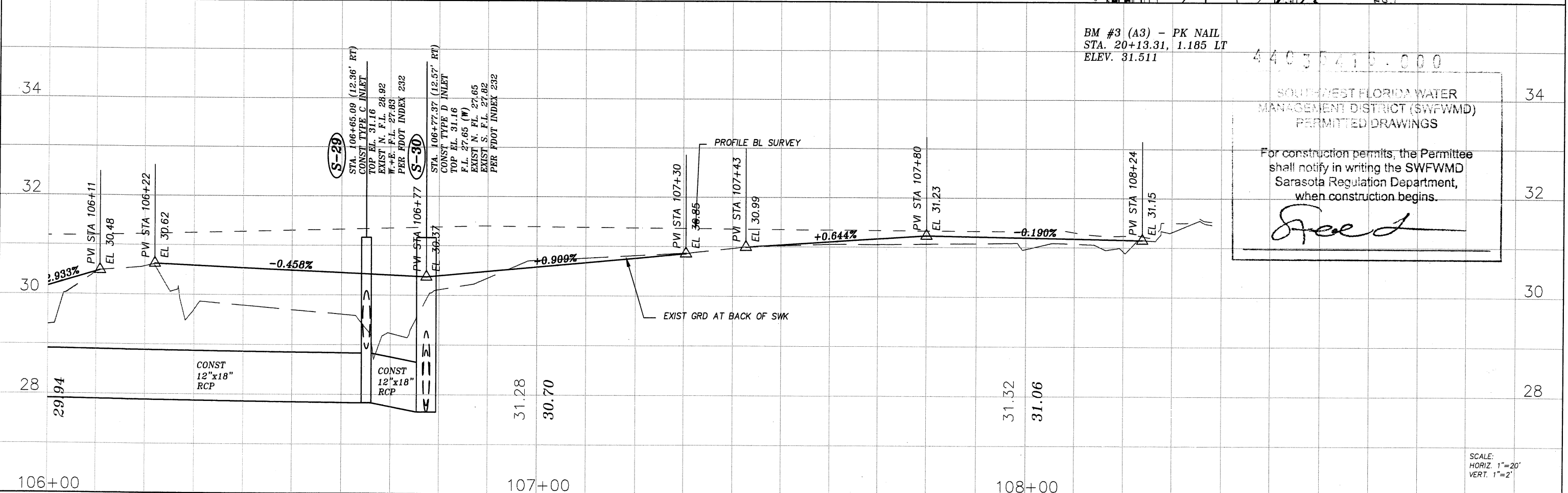
JOHN E. HOWLE, P.E.  
FLA. REG. NO. 27884

*Signature*

SAMOSEA AREA IMPROVEMENTS  
**PLAN & PROFILE SHEET (9)**  
STA. 103+00 TO STA. 106+00  
MANATEE COUNTY, FLORIDA



**811** KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG  
 ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.



BM #3 (A3) - PK NAIL  
 STA. 20+13.31, 1.185 LT  
 ELEV. 31.511

44035415.000  
 SOUTH WEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) PERMITTED DRAWINGS  
 For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.  
*Free*

REVISIONS					
Date	By	Description	Date	By	Description

MANATEE COUNTY PUBLIC WORKS DEPARTMENT  
 CSDG Field Book Nos.: 1116,1139,1276



CivilSurv Design Group  
 2525 Drone Field Rd.  
 Suite 7  
 Lakeland, FL 33811  
 Tel: 863-646-4771  
 Certificate of Professional Engineer  
 No. 28888

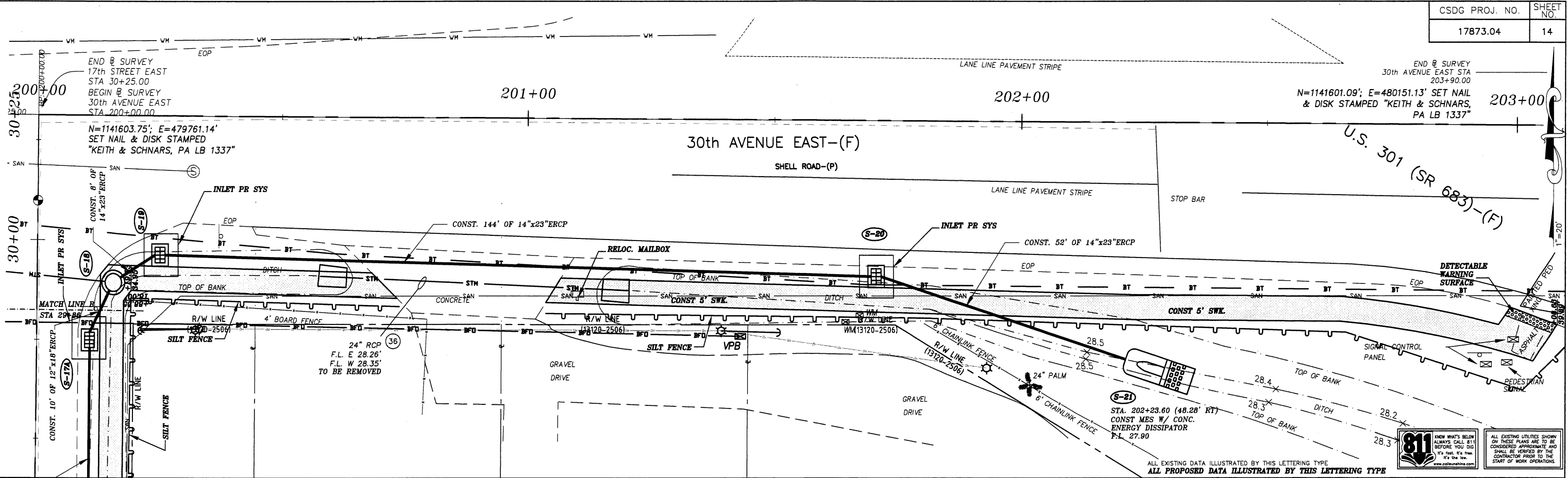
NAME	DATE
DESIGNED BY: RLB	10/09
DRAWN BY: RVD	10/09
CHECKED BY: JEH	10/09

JOHN E. HOWLE, P.E.  
 FLA. REG. NO. 27584  
 DATE: 5/12/11

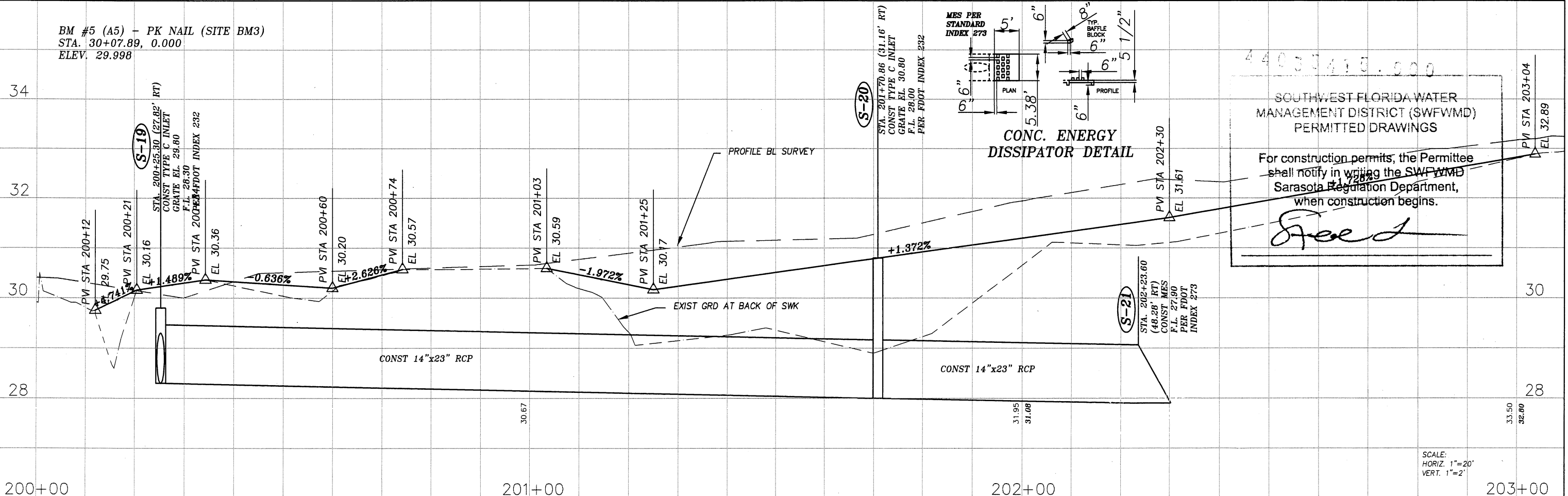
SAMOSSET AREA IMPROVEMENTS  
**PLAN & PROFILE SHEET (10)**  
 STA. 106+00 TO STA. 108+00  
 MANATEE COUNTY, FLORIDA

SCALE:  
 HORIZ. 1"=20'  
 VERT. 1"=2'





BM #5 (A5) - PK NAIL (SITE BM3)  
 STA. 30+07.89, 0.000  
 ELEV. 29.998



44033415.000

SOUTHWEST FLORIDA WATER  
 MANAGEMENT DISTRICT (SWFWMD)  
 PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.

*Free*

SCALE:  
 HORIZ. 1"=20'  
 VERT. 1"=2'

REVISIONS					
Date	By	Description	Date	By	Description

MANATEE COUNTY  
 PUBLIC WORKS DEPARTMENT

CSDG Field Book Nos.: 1116,1139,1276



CivilSurv Design Group  
 2525 Drone Field Rd.,  
 Suite 7  
 Lakeland, FL 33811  
 Tel: 863-646-4771

Certificate of  
 Authorization  
 No. 28988

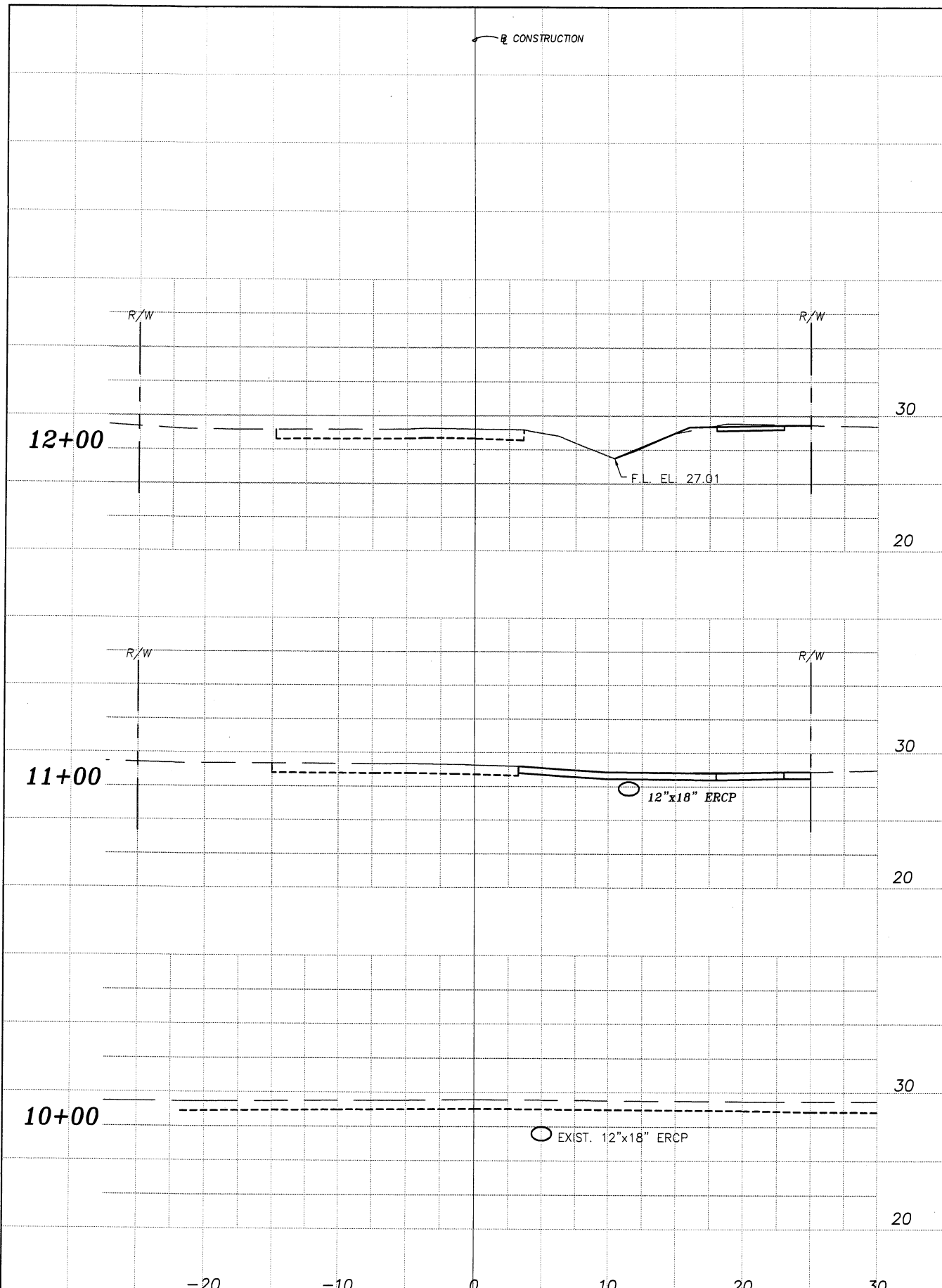
DESIGNED BY	NAME	DATE
RLB	RLB	10/09
DRAWN BY	RVD	10/09
CHECKED BY	JEH	10/09

JOHN E. HOWLE, P.E.  
 FCA REG. NO. 27584

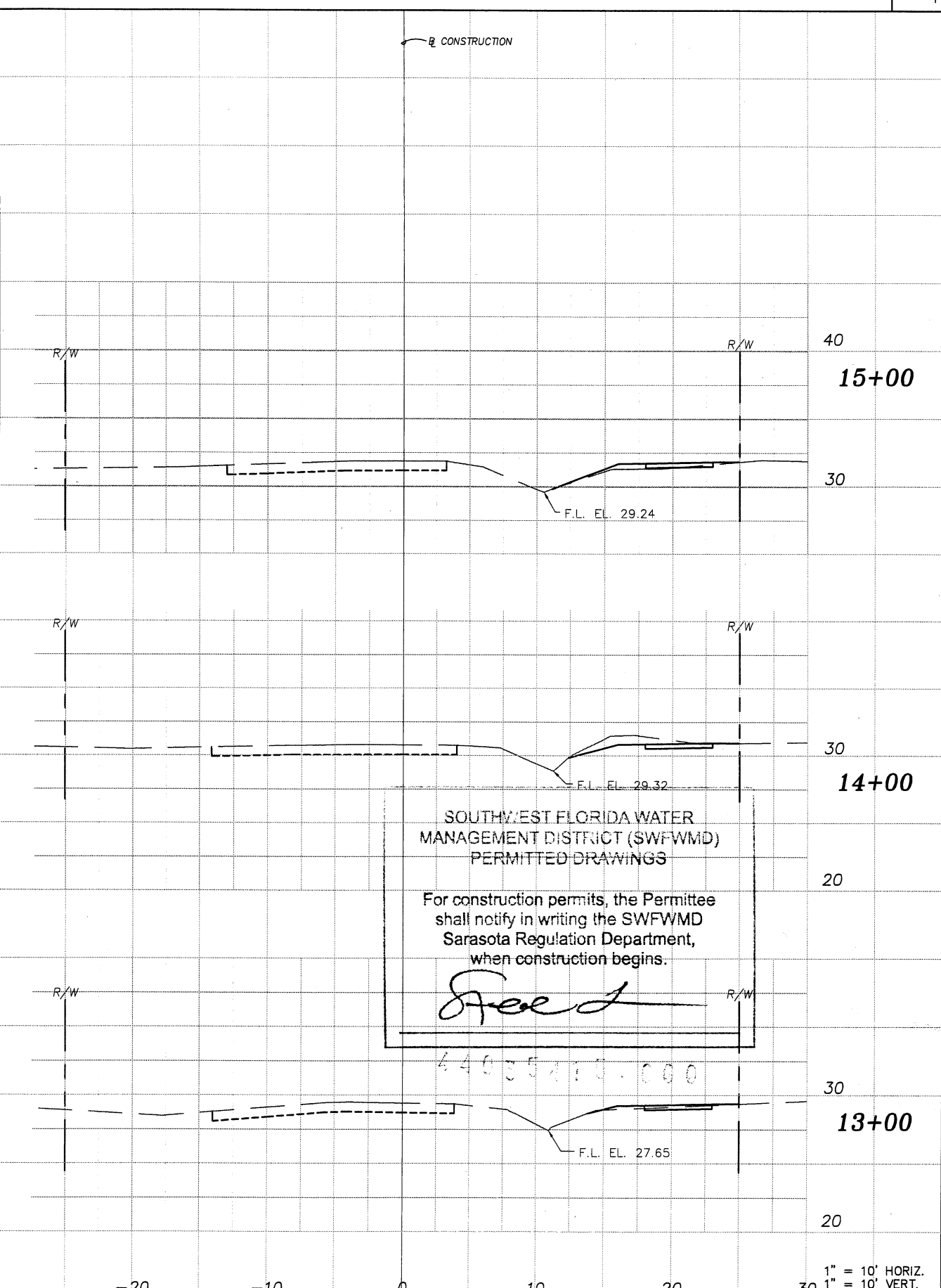
*John E. Howle*

DATE: 10/09

SAMOSSET AREA IMPROVEMENTS  
**PLAN & PROFILE SHEET (11)**  
 STA. 200+00 TO STA. 203+00  
 MANATEE COUNTY, FLORIDA



EARTHWORK			
RDWY EXC		FILL	
A	V	A	V
6.1		2.4	
2.3		0.6	
25.2		1.1	
11.3		0	
20.9		0	
0		0	



EARTHWORK			
RDWY EXC		FILL	
A	V	A	V
2.8		3.9	
0.2		1.7	
10.7		3.3	
5.6		0.1	
12.2		1.5	
1.0		0.7	

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT (SWFWMD)  
PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.

*Free*

44005410.000

REVISIONS								
Date	By	Description	Date	By	Description	Date	By	Description

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT

CSDG Field Book Nos.: 1116,1139,1276

**CIVILSURVY**  
A Tradition of Innovative Engineering

CivilSurv Design Group  
2525 Drane Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771

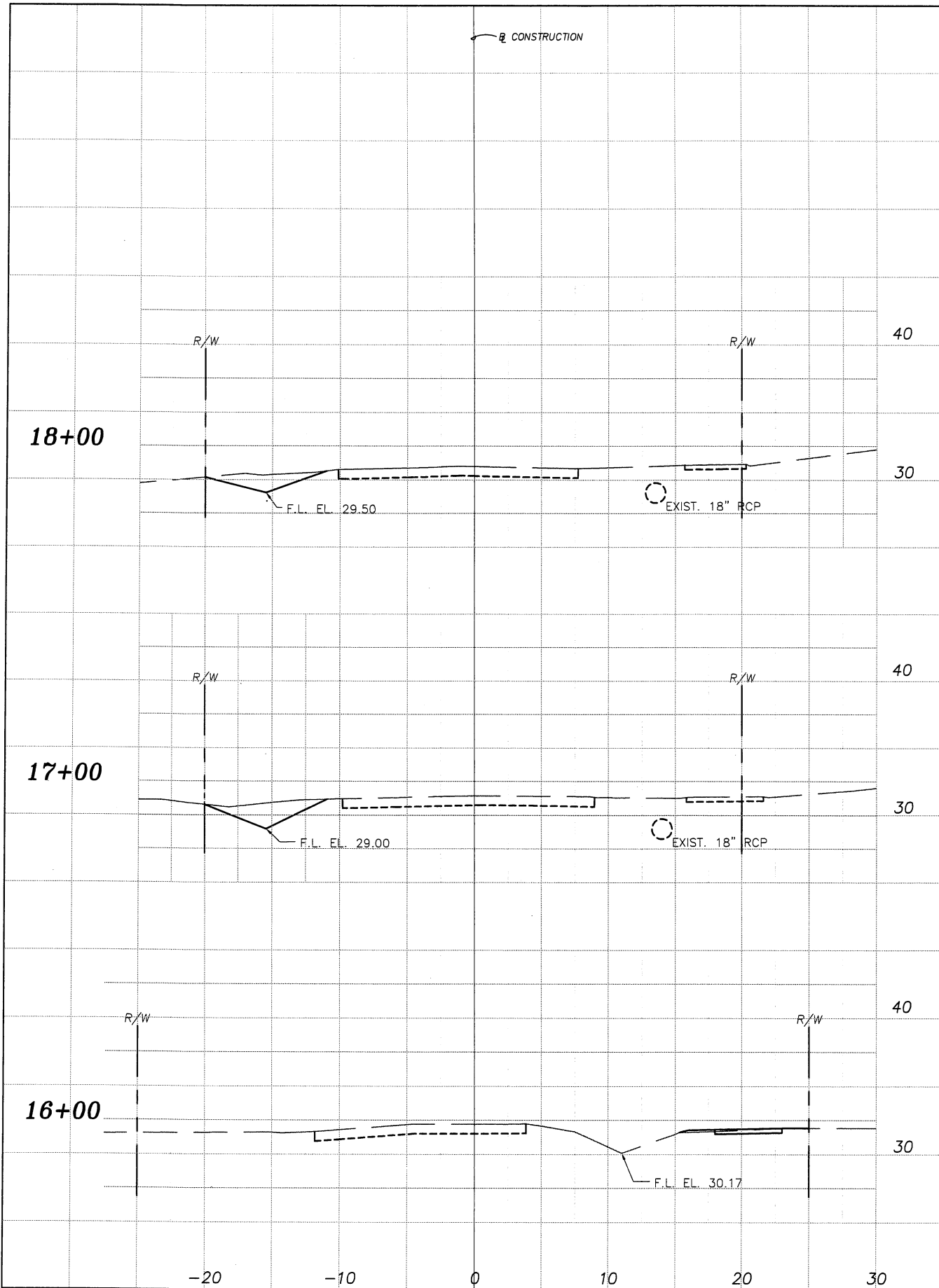
Certificate of Authorization  
No. 26988

DESIGNED BY	NAME	DATE
DRAWN BY	RVD	10/09
CHECKED BY	JEH	10/09

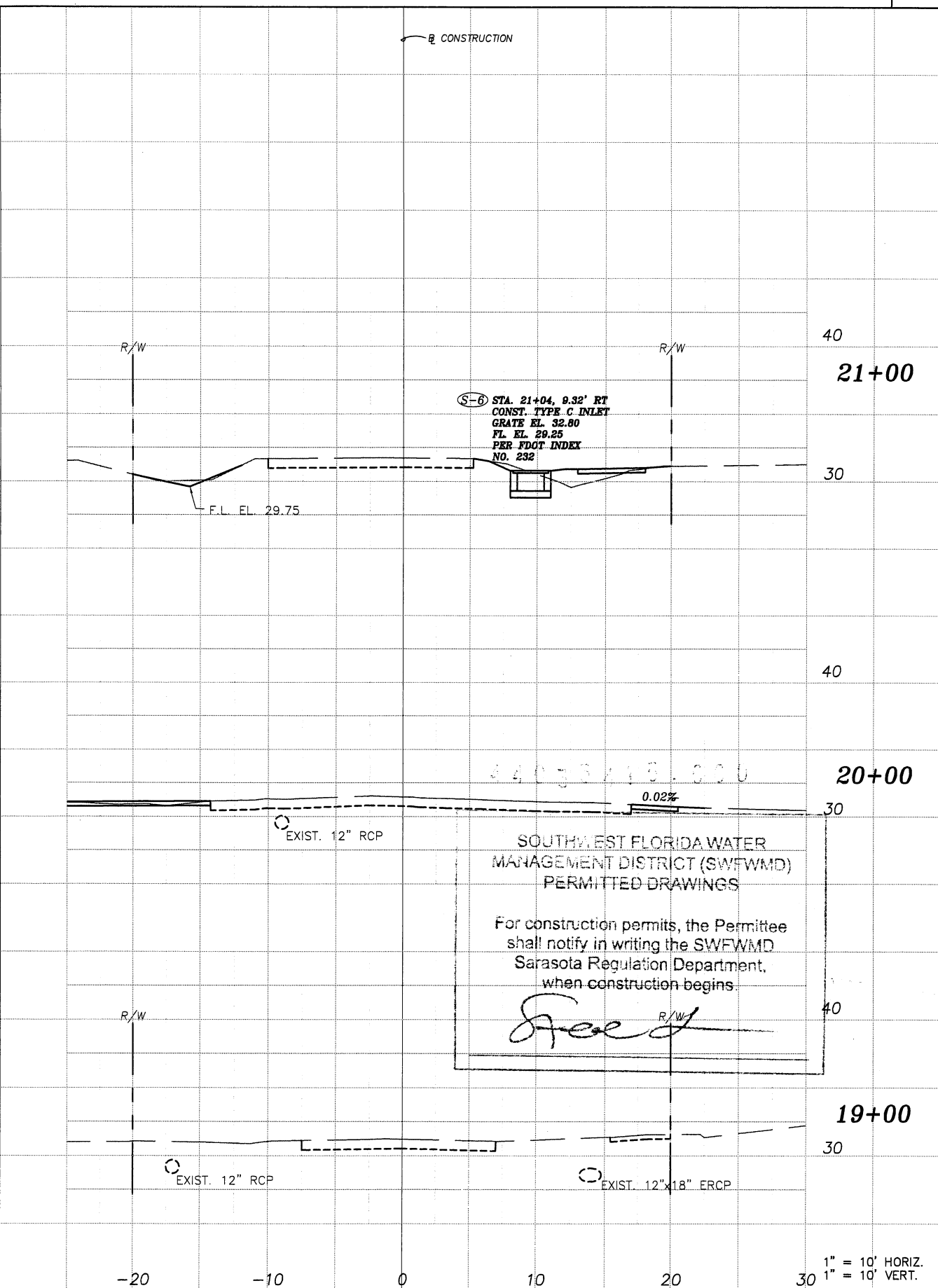
DATE: 3/27/11

SAMOSET AREA IMPROVEMENTS - 17TH ST E  
**CROSS SECTIONS**  
STA. 10+00 TO STA. 15+00  
MANATEE COUNTY, FLORIDA

1" = 10' HORIZ.  
1" = 10' VERT.



EARTHWORK			
RDWY EXC		FILL	
A	V	A	V
0	0	0	0
0	0	0	0
0	0	0	0
2.4	0.7		
1.3	0.4		



EARTHWORK			
RDWY EXC		FILL	
A	V	A	V
0.4	41.7		
0.1	7.8		
2.2	14.6		
1.1	0.1		
2.0	0.2		
0	0		

REVISIONS							
Date	By	Description	Date	By	Description	Date	By

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

**CIVILSURV**  
A Tradition of Innovative Engineering

CivilSurv Design Group  
2525 Drans Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771

DESIGNED BY	NAME	DATE
DRAWN BY	RLB	10/09
CHECKED BY	RVD	10/09
	JEH	10/09

Certificate of Registration  
No. 29988

JOHN E. HOWE, P.E.  
FLA. REG. NO. 37584

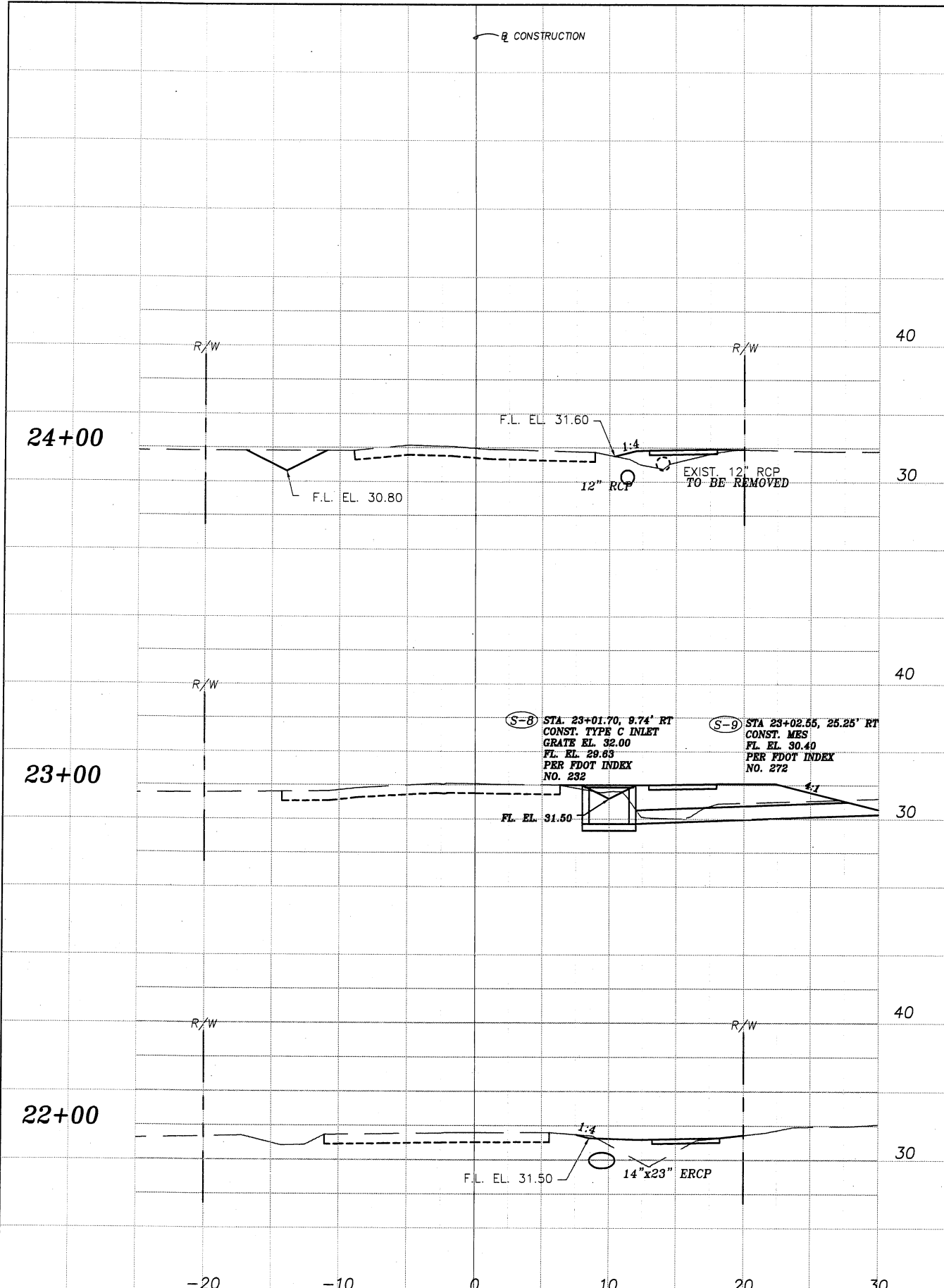
SOUTH EAST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.

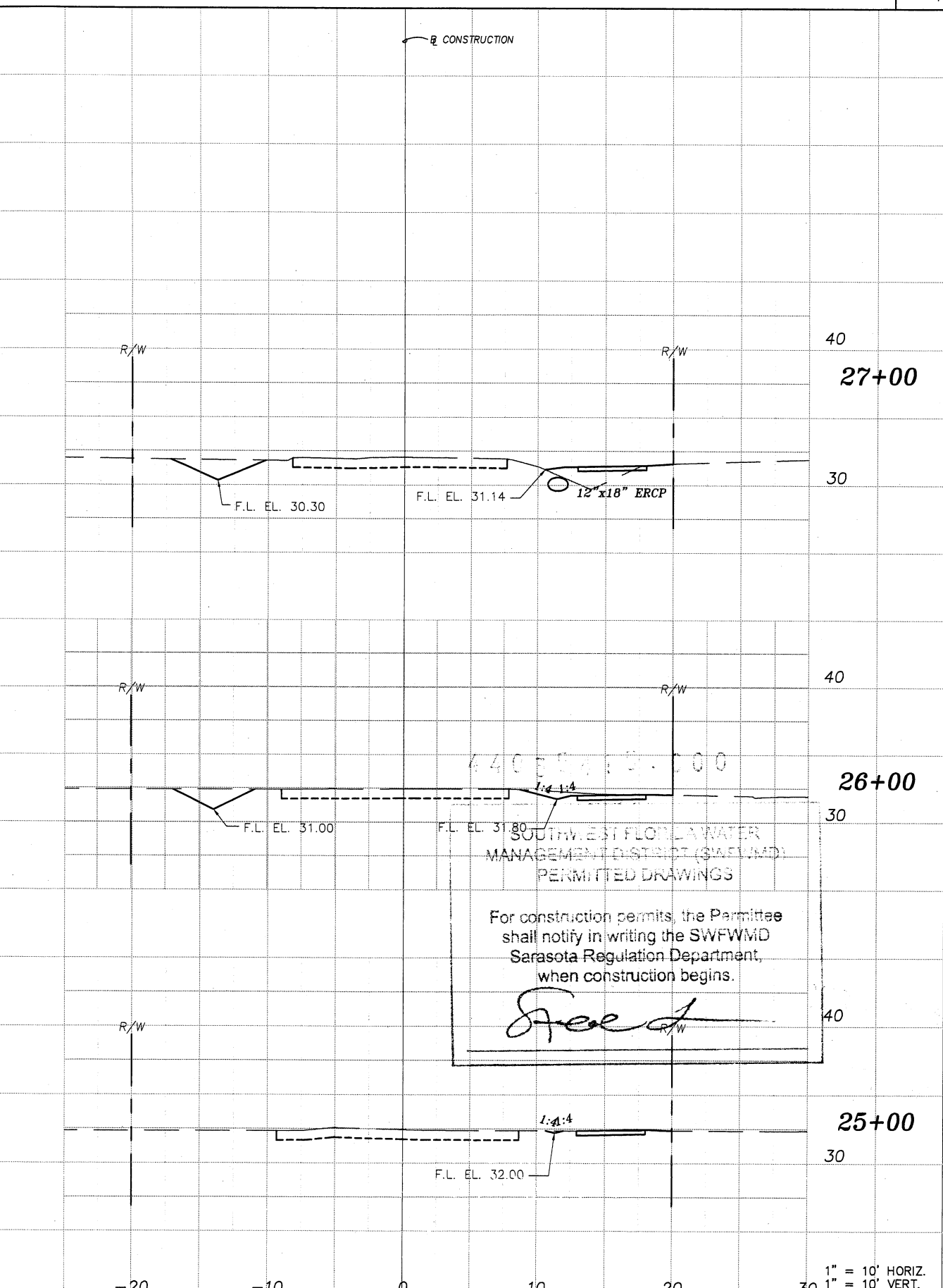
*Free*

1" = 10' HORIZ.  
1" = 10' VERT.

SAMOSET AREA IMPROVEMENTS - 17TH ST E  
**CROSS SECTIONS**  
STA. 16+00 TO STA. 21+00  
MANATEE COUNTY, FLORIDA



EARTHWORK			
RDWY EXC		FILL	
A	V	A	V
	3.2		8.2
0.1		4.3	
0.1		40.7	
0		17.7	
0.2		60.0	
0.1		14.7	



EARTHWORK			
RDWY EXC		FILL	
A	V	A	V
	0.2		11.0
0.1		6.0	
0.1		12.4	
0.3		0.1	
0.2		9.1	0.4
0.1		1.6	0.1

REVISIONS								
Date	By	Description	Date	By	Description	Date	By	Description

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT

CSDG Field Book Nos.: 1116,1139,1276

**CIVILSURVY**  
A Tradition of Innovative Engineering

CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771

Certificate of  
Registration  
No. 28988

DESIGNED BY	NAME	DATE
DRAWN BY		
CHECKED BY		

DATE: 10/09

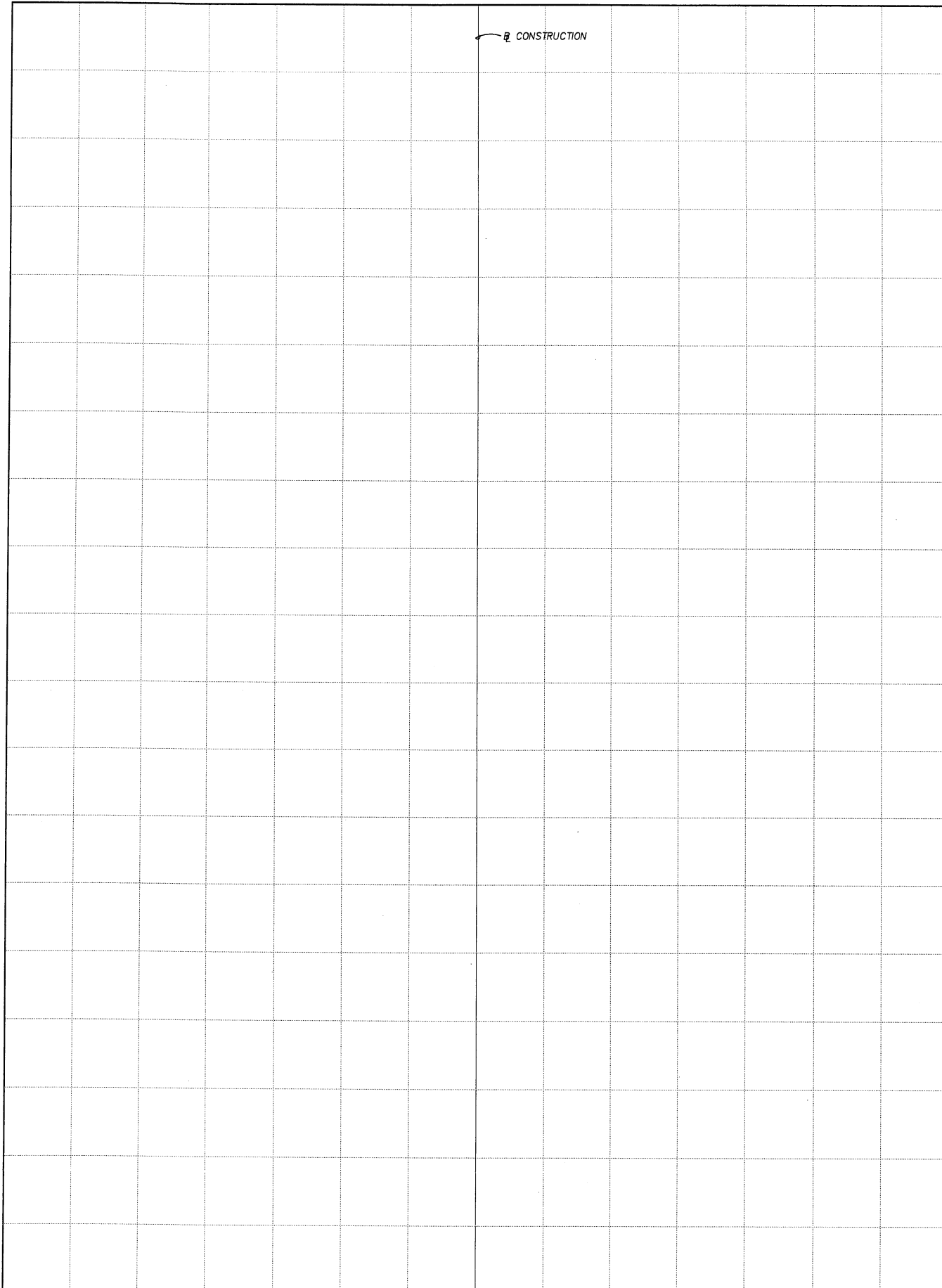
SOUTH WEST FLORIDA WATER  
MANAGEMENT DISTRICT (SWFWMD)  
PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins.

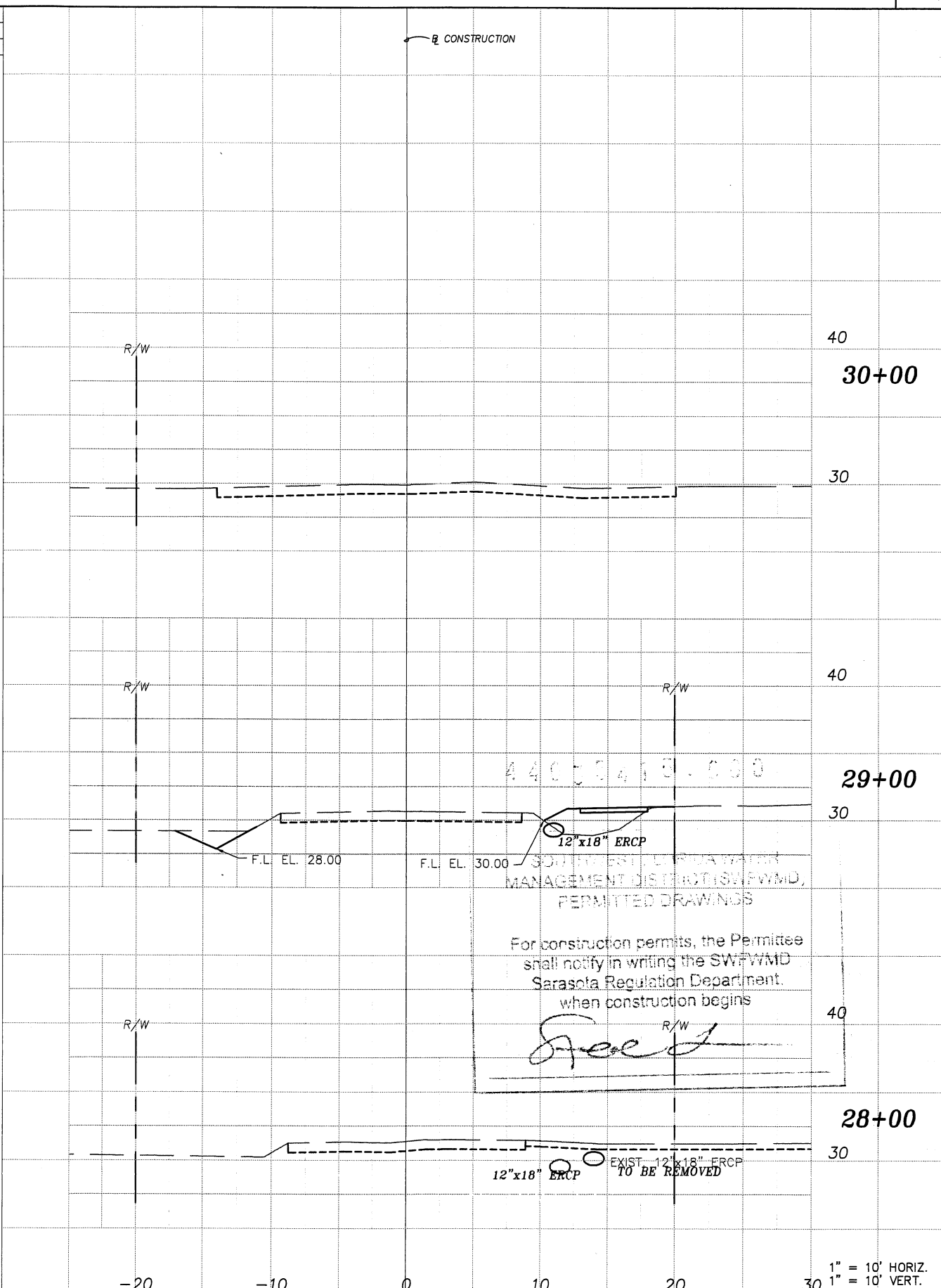
*Free*

1" = 10' HORIZ.  
1" = 10' VERT.

SAMOSET AREA IMPROVEMENTS - 17TH ST E  
**CROSS SECTIONS**  
STA. 22+00 TO STA. 27+00  
MANATEE COUNTY, FLORIDA



EARTHWORK			
RDWY	EXC	FILL	
A	V	A	V



EARTHWORK			
RDWY	EXC	FILL	
A	V	A	V

REVISIONS							
Date	By	Description	Date	By	Description	Date	By

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT



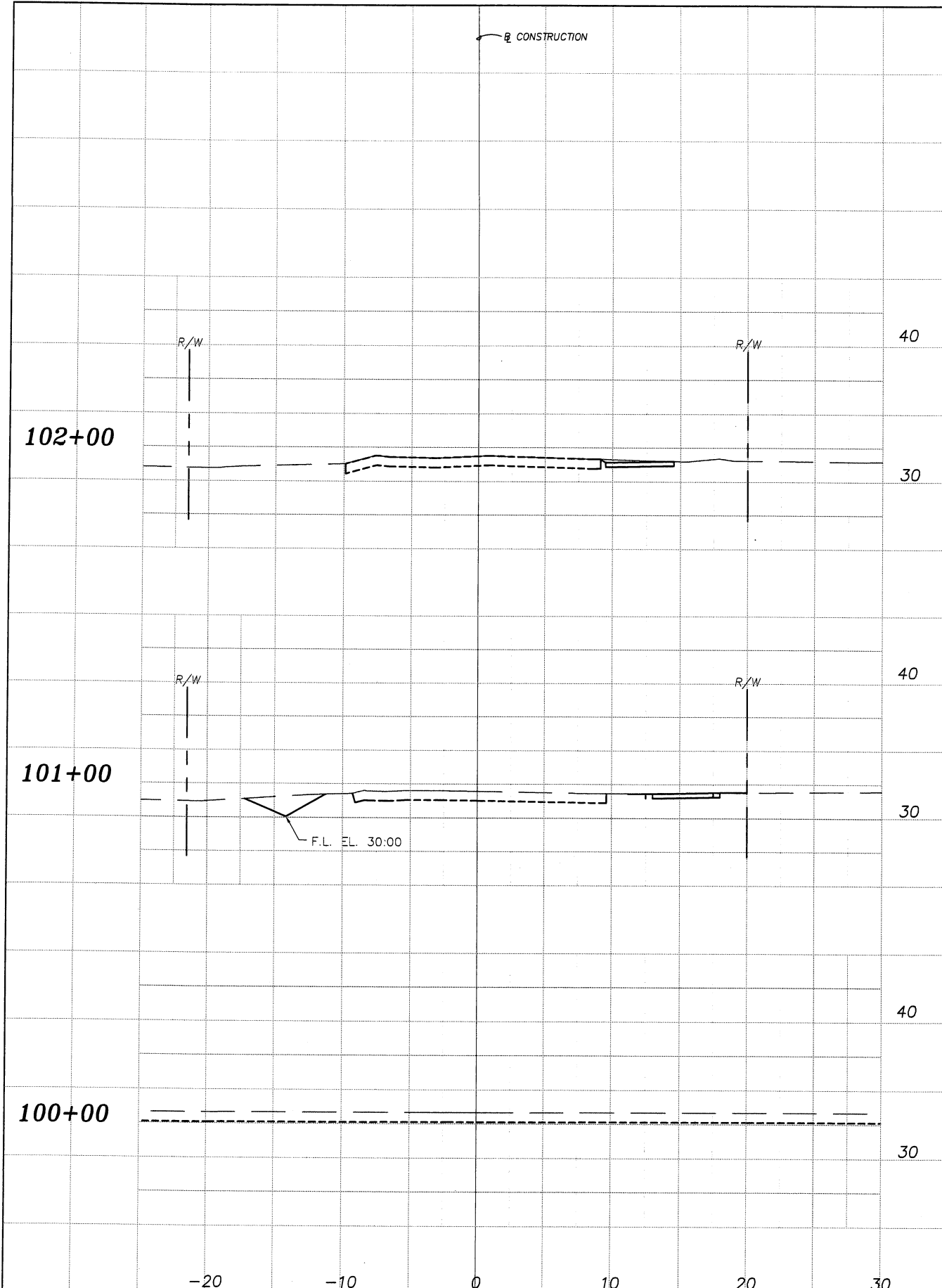
CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771  
Certificate of Authorization  
No. 28988

NAME	DATE
DESIGNED BY: RLB	10/09
DRAWN BY: RVD	10/09
CHECKED BY: JEH	10/09

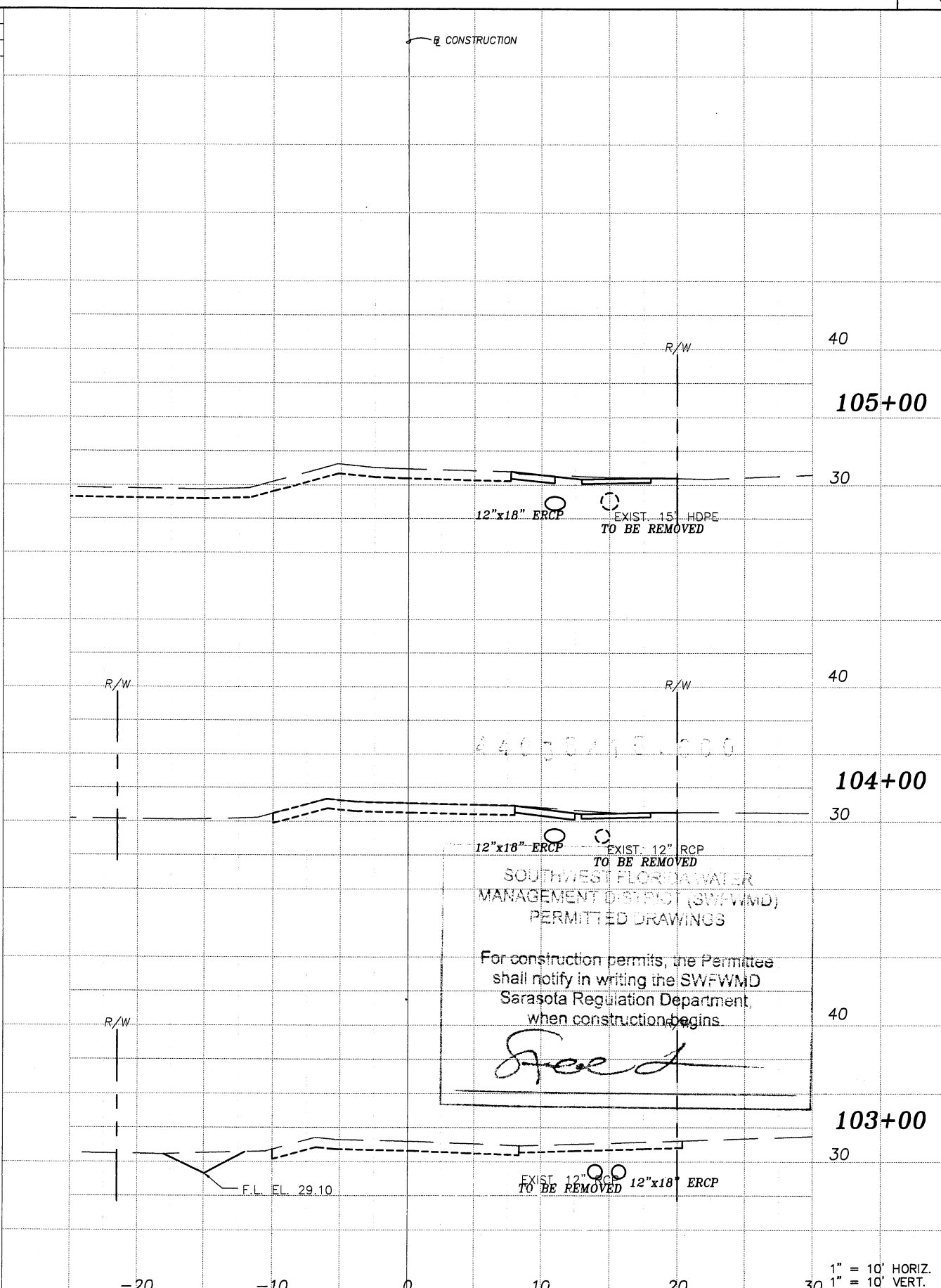
JOHN E. HOWLE, P.E.  
FLA. REG. NO. 27584  
DATE: 10/7/11

SAMOSET AREA IMPROVEMENTS - 17TH ST E  
**CROSS SECTIONS**  
STA. 28+00 TO STA. 30+00  
MANATEE COUNTY, FLORIDA

1" = 10' HORIZ.  
1" = 10' VERT.



EARTHWORK			
RDWY	EXC	FILL	
A	V	A	V
		1.9	1.1
		1.0	0.6
		5.2	1.3
		1.8	0.1
		3.3	0.2
		0	0



EARTHWORK			
RDWY	EXC	FILL	
A	V	A	V
		7.6	8.9
		4.0	0
		16.5	0.2
		4.9	0.1
		9.1	0.2
		0	0

REVISIONS								
Date	By	Description	Date	By	Description	Date	By	Description

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT  
CSDG Field Book Nos.: 1116,1139,1276



DESIGNED BY	NAME	DATE
DRAWN BY	NAME	DATE
CHECKED BY	NAME	DATE

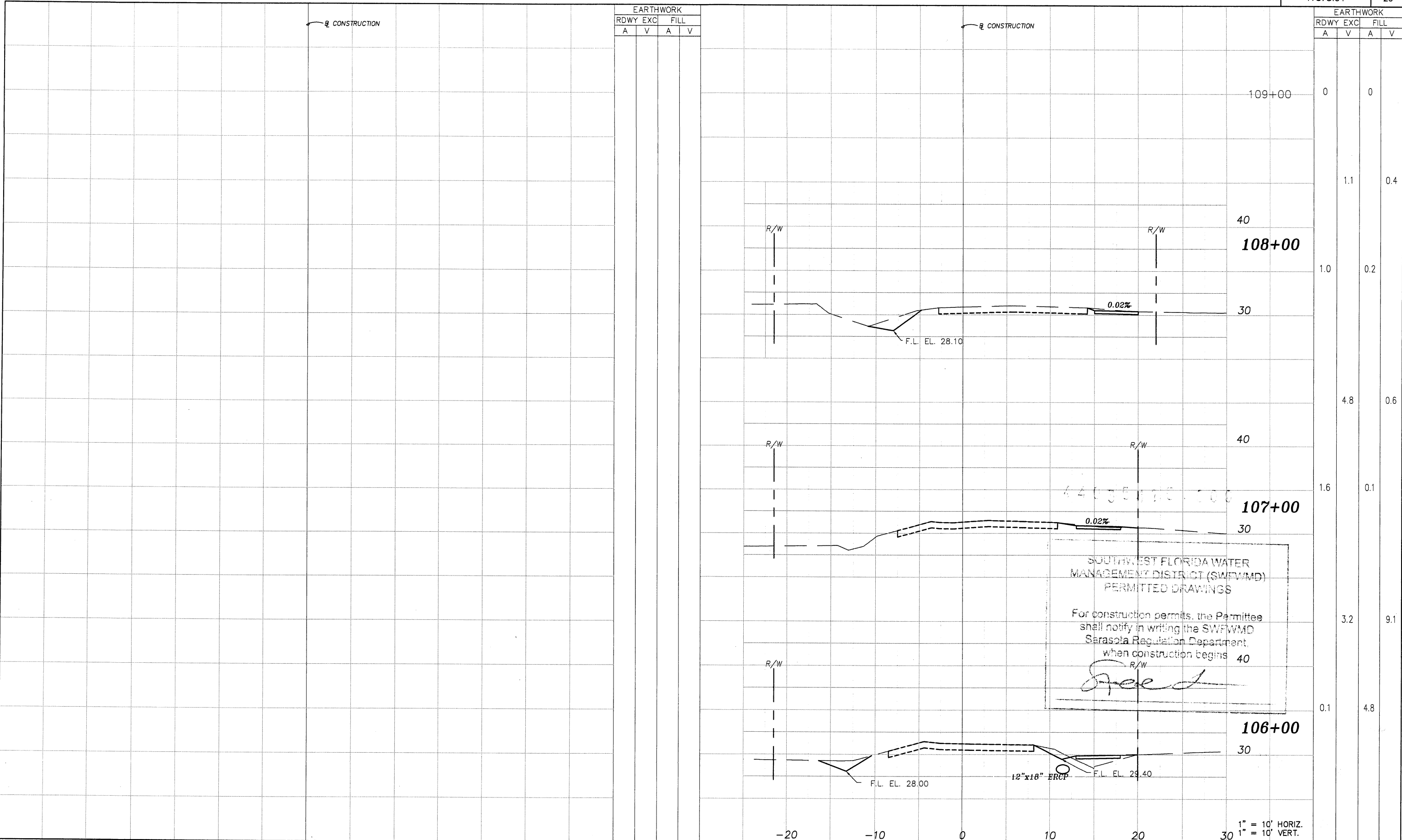
JOHN E. HOWLE, P.E.  
FLA. REG. NO. 27884  
DATE: 5/17/11

SAMOSET AREA IMPROVEMENTS - 33RD AV E  
**CROSS SECTIONS**  
STA. 100+00 TO STA. 105+00  
MANATEE COUNTY, FLORIDA

1" = 10' HORIZ.  
1" = 10' VERT.

EARTHWORK			
RDWY	EXC	FILL	
A	V	A	V

EARTHWORK			
RDWY	EXC	FILL	
A	V	A	V



SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT (SWFWMD)  
PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department when construction begins

*[Signature]*

REVISIONS							
Date	By	Description	Date	By	Description	Date	By

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT

CSDG Field Book Nos.: 1116,1139,1276



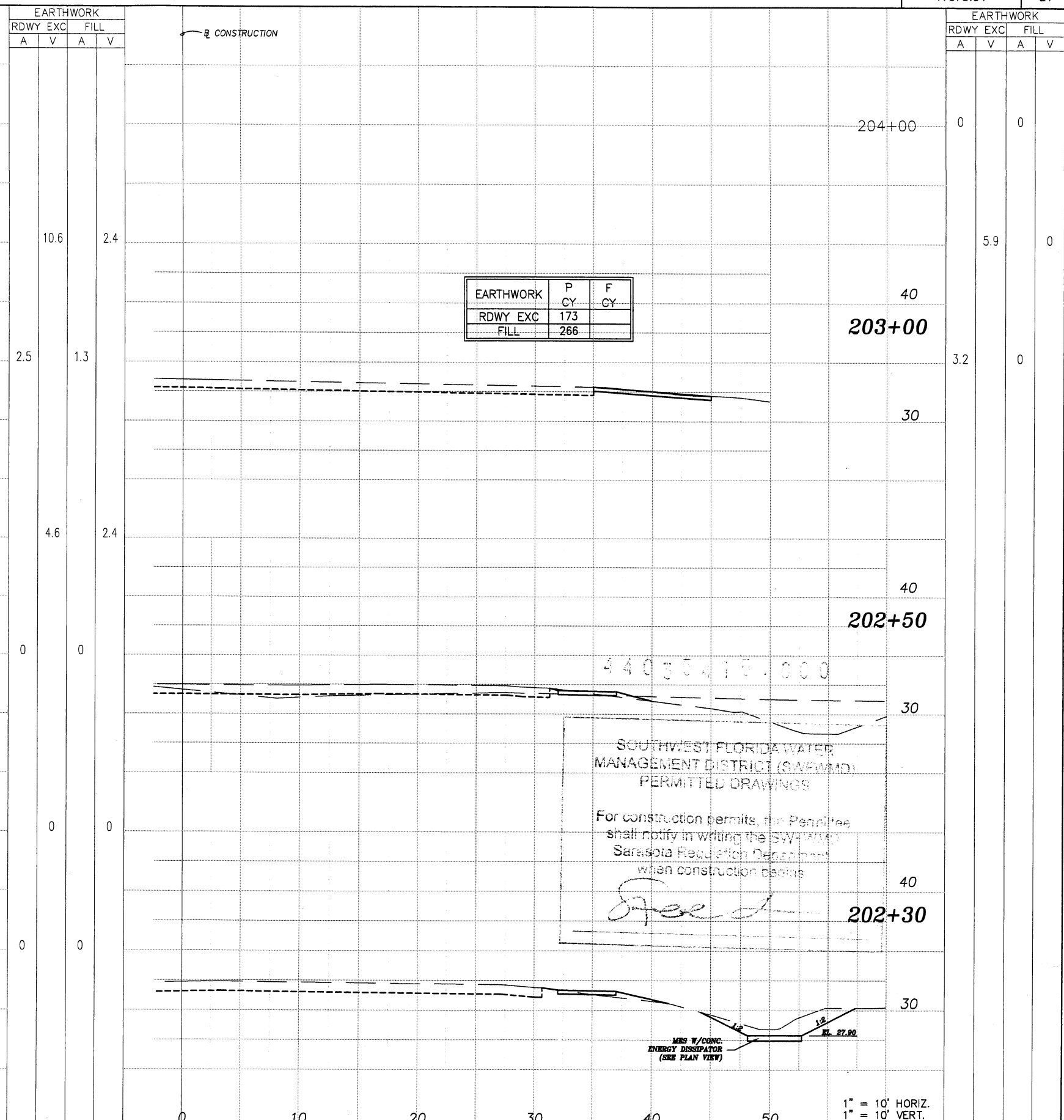
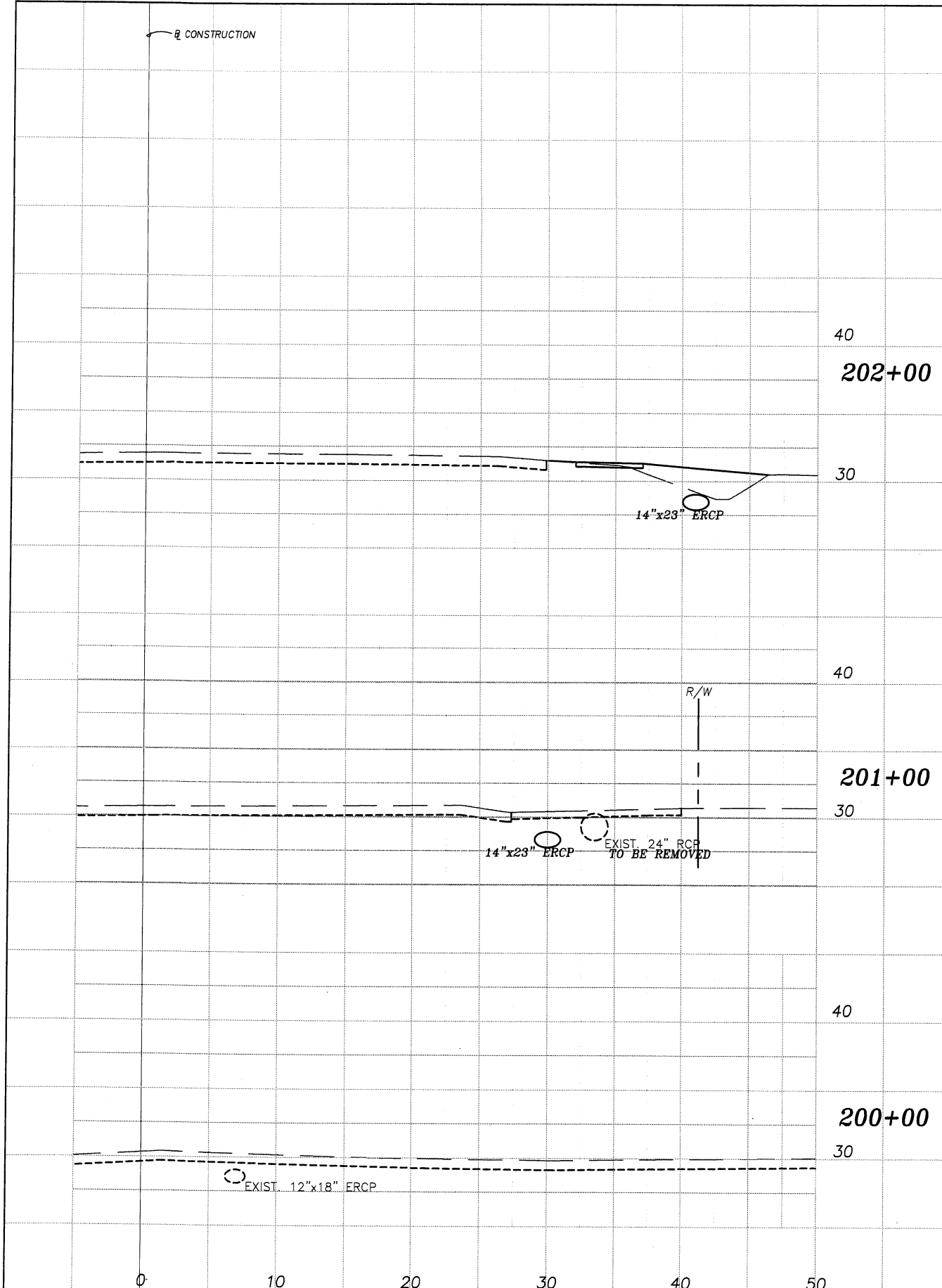
CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771  
Certificate of  
Professional  
No. 26556

DESIGNED BY	NAME	DATE
DRAWN BY	RLB	10/09
CHECKED BY	RVD	10/09
	JEH	10/09

JOHN E. HOWLEK P.E.  
FLA. REG. NO. 27584  
DATE: *[Signature]*

SAMOSET AREA IMPROVEMENTS - 33RD AV E  
**CROSS SECTIONS**  
STA. 106+00 TO STA 108+00  
MANATEE COUNTY, FLORIDA

1" = 10' HORIZ.  
1" = 10' VERT.



REVISIONS							
Date	By	Description	Date	By	Description	Date	By

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT  
CSDG Field Book Nos.: 1116,1139,1276

**CIVILSURV**  
A Tradition of Innovative Engineering

CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771  
Certificate of Authorization  
No. 28586

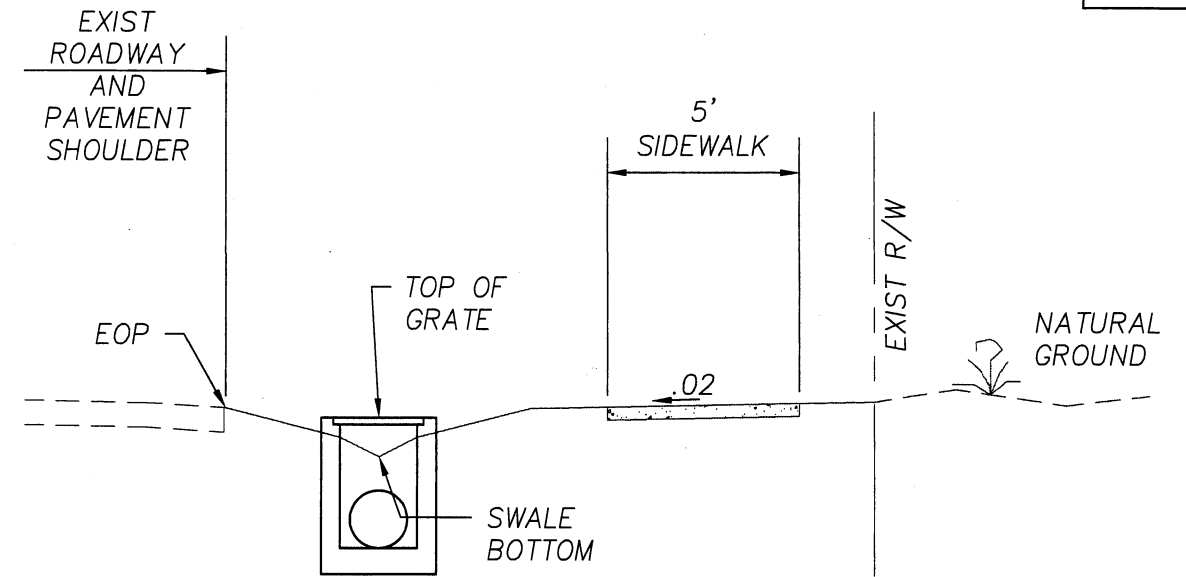
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DESIGNED BY	RLB	10/09
DRAWN BY	RVD	10/09
CHECKED BY	JEH	10/09

SAMOSET AREA IMPROVEMENTS - 30TH AV E  
**CROSS SECTIONS**  
STA. 200+00 TO STA. 203+00  
MANATEE COUNTY, FLORIDA

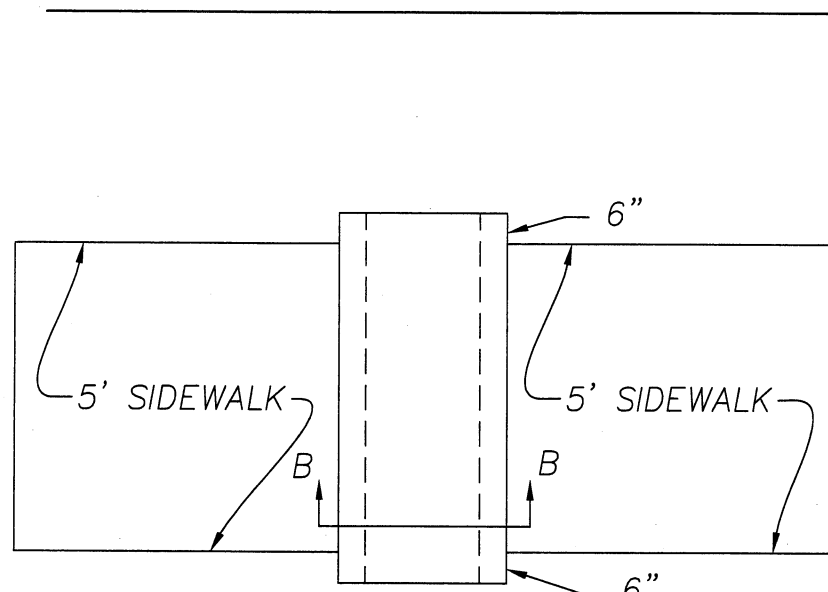
1" = 10' HORIZ.  
1" = 10' VERT.



DRAINAGE STRUCTURE CHART			
STRUCTURE ID	EOP ELEVATION	GRATE ELEVATION	SWALE BOTTOM ELEVATION
S-5	31.23	30.70	30.20
S-8	32.48	32.00	31.50
S-14	31.96	31.45	31.14
S-17A	29.88	29.70	29.20



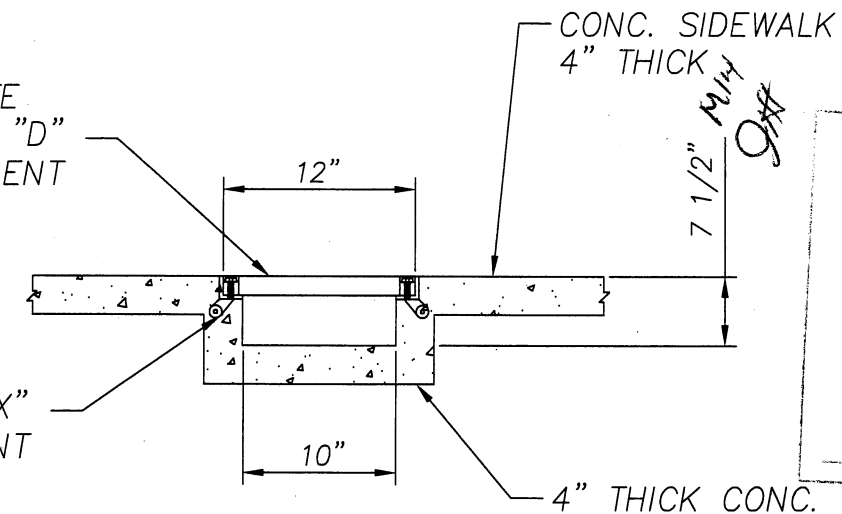
SPECIAL GRADING DETAIL AT  
SELECTED TYPE C AND D INLETS  
N.T.S.



PLAN VIEW  
SCALE: NTS

SOLID COVER GRATE  
USE NEENAH TYPE "D"  
COVER OR EQUIVALENT

FRAME AND BOLT  
USE NEENAH TYPE "X"  
FRAME OR EQUIVALENT



SECTION B-B  
SCALE: NTS

TRENCH DRAIN DETAIL  
SCALE: NTS

44035410-000

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT (SWFWMD)  
PERMITTED DRAWINGS

For construction permits, the Permittee  
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Sarasota Regulation Department  
when construction begins.

*Free*

REVISIONS							
Date	By	Description	Date	By	Description	Date	By

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT

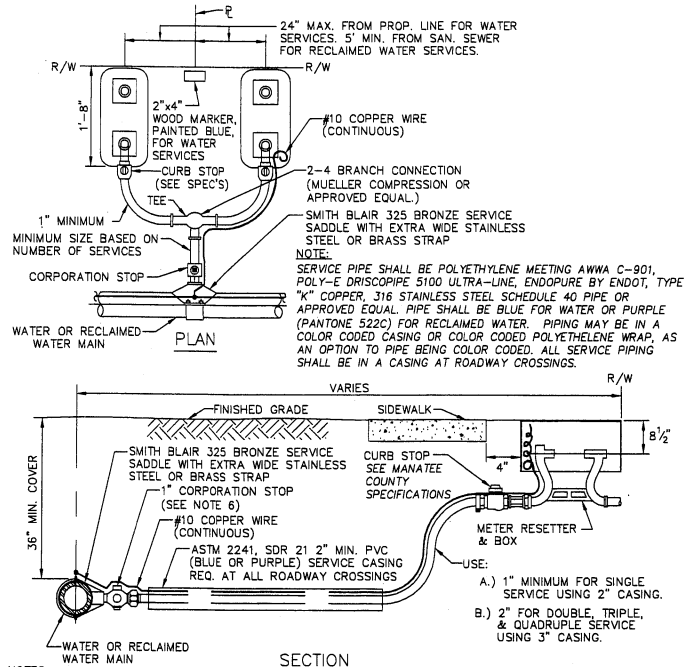


CivilSurv Design Group  
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Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771  
Certificate of  
Authorization  
No. 28988

	NAME	DATE
DESIGNED BY	RLB	12/10
DRAWN BY	RVD	12/10
CHECKED BY	JEH	12/10

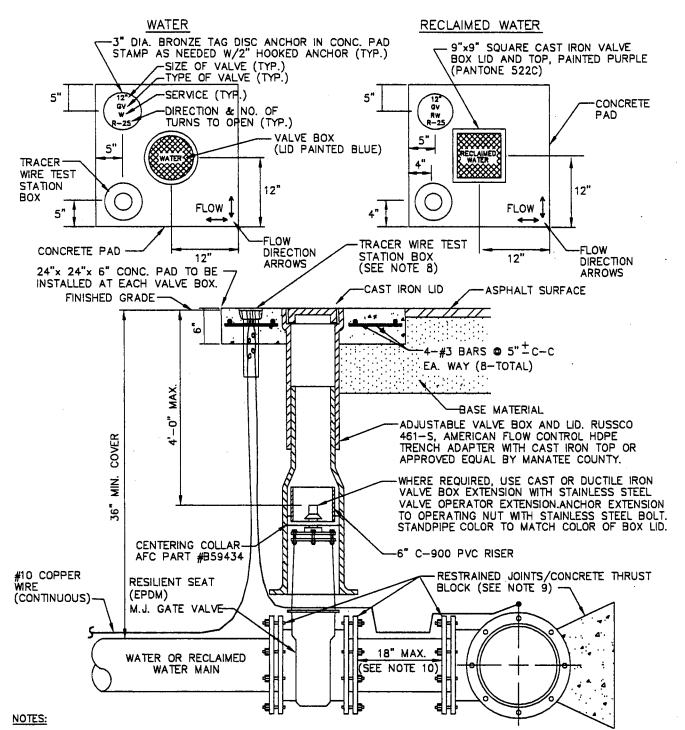
*John E. Houlz*  
JOHN E. HOULZ, P.E.  
FLA. REG. NO. 21584  
DATE: 12/10/10

SAMOSET AREA IMPROVEMENTS  
**DRAINAGE STRUCTURE DETAILS**  
MANATEE COUNTY, FLORIDA



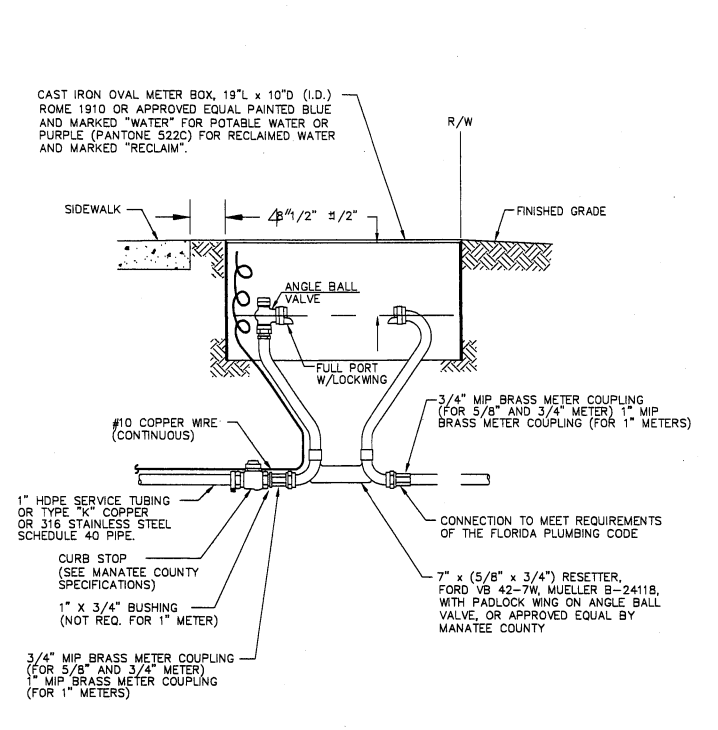
- NOTES:**
1. ALL SERVICE TAPS TO BE LOCATED IN THE FIELD. TAPS SHALL BE NO CLOSER THAN 2'-0" STAGGERED INTERVALS OR WITHIN 2'-0" FROM BELL OR SPIGOT ENDS.
  2. METER BOXES & RESETTERS ARE TO BE INSTALLED BY THE INFRASTRUCTURE CONTRACTOR AND SHALL NOT BE SET IN DRAINAGE SWALES, SIDEWALKS OR DRIVEWAYS.
  3. "WM" OR "RW" TO BE IMPRESSED INTO THE NEWLY POURED CONCRETE CURB ALONG WITH DISTANCE IN FEET TO THE METER. IF NO CURB, INSTALL A BLUE DISC WITH "WM" OR A PURPLE DISC WITH "RW" AND A 1/8" x 1" GALVANIZED STEEL SCREW IN THE EDGE OF PAVEMENT WITH THE DISTANCE (IN FEET) FROM THE DISC TO THE METER.
  4. #10 COPPER WIRE SHALL BE INSTALLED WITH WATER AND RECLAIMED MAIN AND ALL SERVICES. SERVICE WIRE SHALL BE CONNECTED TO THE TRACER WIRE ALONG THE MAIN.
  5. WATER AND RECLAIMED WATER SERVICE LINES TO BE 5" MINIMUM FROM SEWER SERVICE PIPES.
  6. FOR 2" SERVICES REPLACE CORPORATION STOP WITH 2" RESILIENT WEDGE GATE VALVE W/BOX, LID & TAG. SEE STANDARD DETAIL UW-2. M.J. GATE VALVE IN DETAIL UW-2 SHALL BE SUBSTITUTED WITH THREADED FIP GATE VALVE AND BRASS NIPPLE. CENTERING COLLAR NOT REQUIRED ON 2" GATE VALVES.
  7. WHEN THE DISTANCE BETWEEN THE EDGE OF THE SIDEWALK AND THE R/W IS ONE FOOT (CUL-DE-SAC W/ MEDIAN) A 10 FOOT PUBLIC UTILITY EASEMENT SHALL BE LOCATED IN THE FRONT OF THE LOTS, ADJACENT TO THE R/W.

TYPICAL SERVICE CONNECTION (UW-19)  
N.T.S.



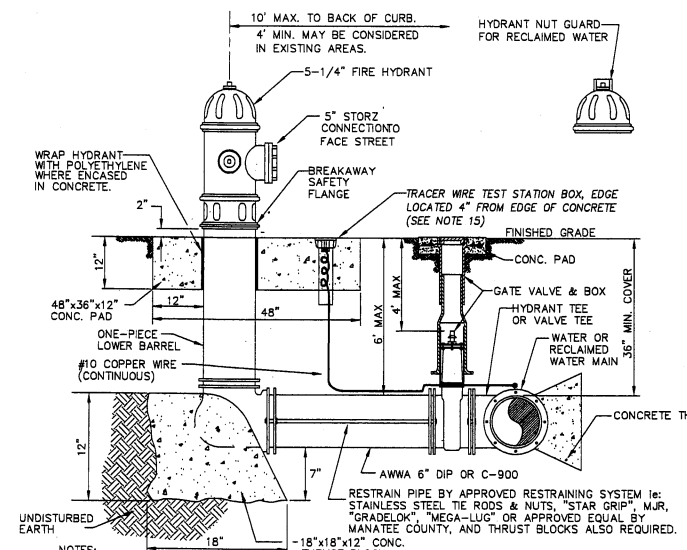
- NOTES:**
1. "WM" OR "RW" TO BE IMPRESSED INTO THE NEWLY-POURED CONCRETE CURB, ALONG WITH DISTANCE IN FEET TO THE VALVE. IF NO CURB, INSTALL A BLUE DISC WITH "WM" OR PURPLE DISC WITH "RW" AND A 1/8" x 1" GALVANIZED STEEL SCREW IN THE EDGE OF PAVEMENT WITH THE FOOTAGE FROM THE DISC TO THE VALVE.
  2. ALL EXISTING AND PROPOSED VALVE BOXES SHALL BE ADJUSTED TO FINISHED GRADES AS DETERMINED IN THE FIELD.
  3. WATER VALVES SHALL NOT BE PLACED IN HANDICAPPED RAMPS.
  4. PRECAST CONCRETE PADS & THRUST BLOCKS SHALL NOT BE USED.
  5. ALL EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 1/2".
  6. FOR VALVES 1 1/2" AND LARGER, USE BUTTERFLY VALVES.
  7. "FLOW" AND "FLOW DIRECTION" ARROWS TO BE IMPRESSED INTO NEWLY POURED CONCRETE PAD.
  8. TRACER WIRE TEST STATION BOX IS NOT REQUIRED IN VALVE BOX PAD IF THE GATE VALVE IS LOCATED WITHIN 200 FEET OF A WATER SERVICE, BLOW-OFF, BACKFLOW PREVENTER OR FIRE HYDRANT THAT HAS A TRACER WIRE BOX. A TRACER WIRE BOX IS REQUIRED IN THE CONCRETE PAD AT ALL GATE VALVES AT CONNECTIONS TO EXISTING MAINS. CONCRETE THRUST BLOCK IS ALSO REQUIRED UNLESS RESTRAINED JOINT LENGTH IS TREATED AS A PLUG SHOWN IN STANDARD DETAIL UW-2.
  9. SHOULD THERE BE AN OBSTACLE/CONFLICT IN INSTALLING THE VALVE, THE ENGINEER OF RECORD MAY PROPOSE A REVERSE TAP, ETC. AND SEPARATE APPROVAL SHALL BE OBTAINED FROM MANATEE COUNTY.

GATE VALVE, BOX, LID AND TAG (UW-2)  
N.T.S.



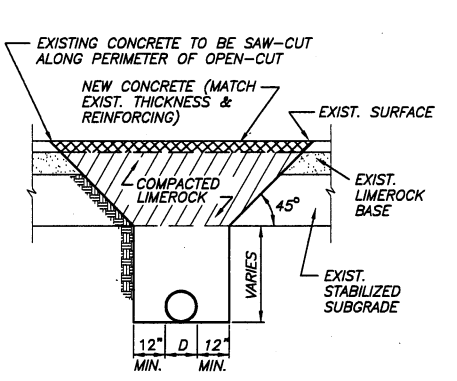
- NOTES:**
1. FORD 40 SERIES RESETTERS VB43 AND VB44 OR EQUAL FOR 3/4" OR 1" METERS ALSO ALLOWED.
  2. METER BOX AND RESETTER ARE TO BE INSTALLED BY THE INFRASTRUCTURE CONTRACTOR AND SHALL NOT BE SET IN DRAINAGE SWALES, SIDEWALKS OR DRIVEWAYS.
  3. SEE TYPICAL SERVICE CONNECTION STANDARD DETAIL UW-19.
  4. RESETTER IS NOT REQUIRED ON EXISTING SERVICE LINE REPLACEMENT THAT INITIALLY DID NOT HAVE A RESETTER, UNLESS THE EXISTING SERVICE LINE IS TO BE RELOCATED.
  5. WHEN THE DISTANCE BETWEEN THE EDGE OF THE SIDEWALK AND THE R/W IS ONE FOOT (CUL-DE-SAC W/ MEDIAN) A 10 FOOT PUBLIC UTILITY EASEMENT SHALL BE LOCATED IN THE FRONT OF THE LOTS, ADJACENT TO THE R/W.

METER BOX ASSEMBLY FOR 5/8" X 3/4", 3/4" & 1" METERS (UW-17)  
N.T.S.



- NOTES:**
1. WEEPHOLES SHALL BE EXCLUDED FROM THE FIRE HYDRANT.
  2. FIRE HYDRANTS SHALL BE A MINIMUM OF 6' OFF EDGE OF PAVEMENT AND 10' MAX. FROM BACK OF CURB. WHERE POSSIBLE AND WHERE SIDEWALK IS TO BE INSTALLED, FIRE HYDRANT SHALL BE LOCATED BETWEEN SIDEWALK AND RIGHT-OF-WAY LINE.
  3. HYDRANTS SHALL BE FUSION BONDED EPOXY COATED SAFETY YELLOW FOR WATER AND PURPLE (PANTONE 522C) FOR RECLAIMED WATER. HYDRANT SHALL BE DUCTILE IRON CONSTRUCTION.
  4. FIRE HYDRANTS SHALL BE PLACED SO THAT STORM WATER FLOWS AWAY FROM THE HYDRANT.
  5. FIRE HYDRANTS SHALL BE CONSTRUCTED WITH "GROUND LINE" SET TO FINISHED GRADES AS ESTABLISHED IN THE FIELD. NORMAL BURY IS 3 FEET OF COVER FOR ALL WATER LINES.
  6. FIRE HYDRANTS MAY BE CONSTRUCTED WITH "GRADELOK" OFFSET FITTING.
  7. RAISED REFLECTIVE PAVEMENT MARKER (BLUE) FOR POTABLE WATER (PURPLE) FOR RECLAIMED WATER SHALL BE INSTALLED AT CENTERLINE OF PAVEMENT ADJACENT TO EACH HYDRANT.
  8. PRECAST CONCRETE THRUST BLOCKS & PADS SHALL NOT BE USED.
  9. ALL EXPOSED EDGES OF CONCRETE SHALL HAVE 1/2" CHAMFER.
  10. FIRE HYDRANT VALVE SHALL BE FASTENED DIRECTLY TO TEE.
  11. IN-LINE VALVES SHOULD BE LOCATED AT HYDRANT TEES.
  12. HYDRANTS SHALL BE LOCATED ON SAME SIDE OF ROAD AS WATER MAIN UNLESS APPROVED BY M.C.U.O.D. 7 1/2 FEET FROM FRONT AND BOTH SIDES, AND FOUR FEET TO THE
  13. THERE MUST BE A CLEARANCE OF REAR OF THE HYDRANT, TO ABOVE GRADE OBSTRUCTIONS INCLUDING POSTS, FENCES, TREES, ETC. PER THE FLORIDA FIRE PREVENTION CODE.
  14. SEE GATE VALVE, BOX AND LID STANDARD DETAIL UW-2.
  15. SHOULD THE FIRE HYDRANT'S CONCRETE PAD OVERLAP THE SIDEWALK; THE TRACER WIRE TEST STATION BOX SHALL NOT BE LOCATED WITHIN THE SIDEWALK.

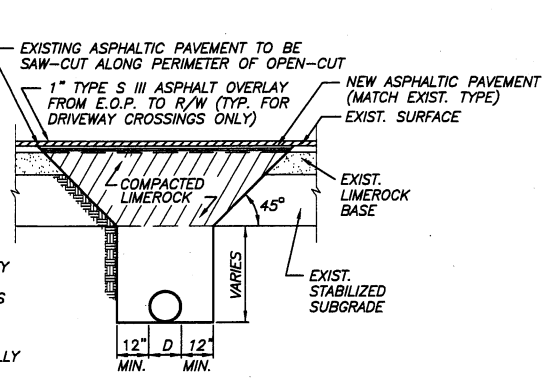
FIRE HYDRANT ASSEMBLY (UW-5)  
N.T.S.



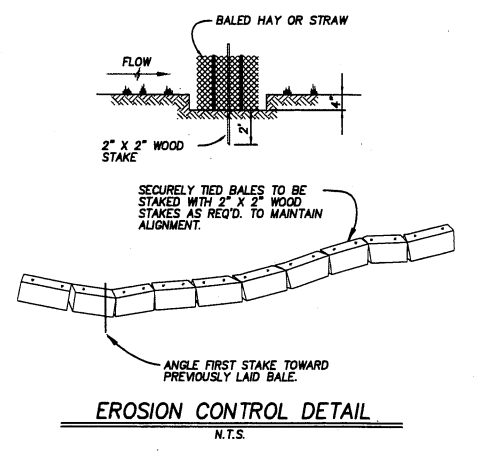
CONCRETE PAVEMENT REPLACEMENT

- BACKFILL PROCEDURES**
1. BACKFILL TO WITHIN 12" OF BOTTOM OF EXISTING BASE WITH LOCAL SUBGRADE MATERIAL.
  2. BACKFILL TO BOTTOM OF PROPOSED REPLACEMENT PAVEMENT COURSE WITH COMPACTED LIMEROCK MATERIAL. MINIMUM THICKNESS 18".
  3. UNDER NO CONDITION SHALL REPLACEMENT ASPHALTIC CONCRETE SURFACE THICKNESS BE LESS THAN 1-1/2".
- NOTES:**
- THE BACKFILL OF ALL THREE STAGES SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. THE CITY'S INSPECTOR WILL DETERMINE LOCATIONS FOR DENSITY TESTS.
- CONTRACTOR TO PROVIDE TO THE CITY OF LAKELAND (2) TWO ROADWAY "CORES" EQUALLY SPACED ALONG THE ROADWAY CENTERLINE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ASPHALT OVERLAY (WHERE APPLICABLE) TO BE FEATHERED DOWN AT E.O.P. AND R/W LIMITS

BACKFILL DETAIL FOR ASPHALT PAVEMENT / CONCRETE REPLACEMENT  
N.T.S.



ASPHALT PAVEMENT REPLACEMENT



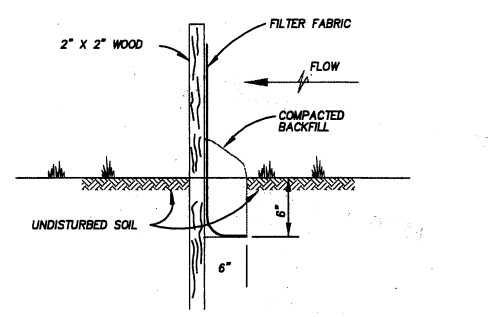
EROSION CONTROL DETAIL  
N.T.S.

44035415.000

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department when construction begins

*Free*



EROSION CONTROL DETAIL  
N.T.S.

1. THE BARRIER SHALL BE ENVIROFENCE (BY MIRAF, INC. OR EQUAL), AND IT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS IN CONJUNCTION WITH THE ENGINEERING CONSTRUCTION PLANS.
2. BARRIER MAINTENANCE:
  - A. IT SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
  - B. SHOULD IT DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, IT SHALL BE REPLACED PROMPTLY.
  - C. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. SEDIMENT MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
  - D. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIER IS NOT REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXIST. GRADE, PREPARED AND SODDED (SEEDED AND MULCHED).
3. THE BARRIER SHALL BE PERMANENTLY REMOVED ONLY WHEN IT HAS SERVED ITS USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

EROSION CONTROL DETAIL  
N.T.S.

REVISIONS					
Date	By	Description	Date	By	Description

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

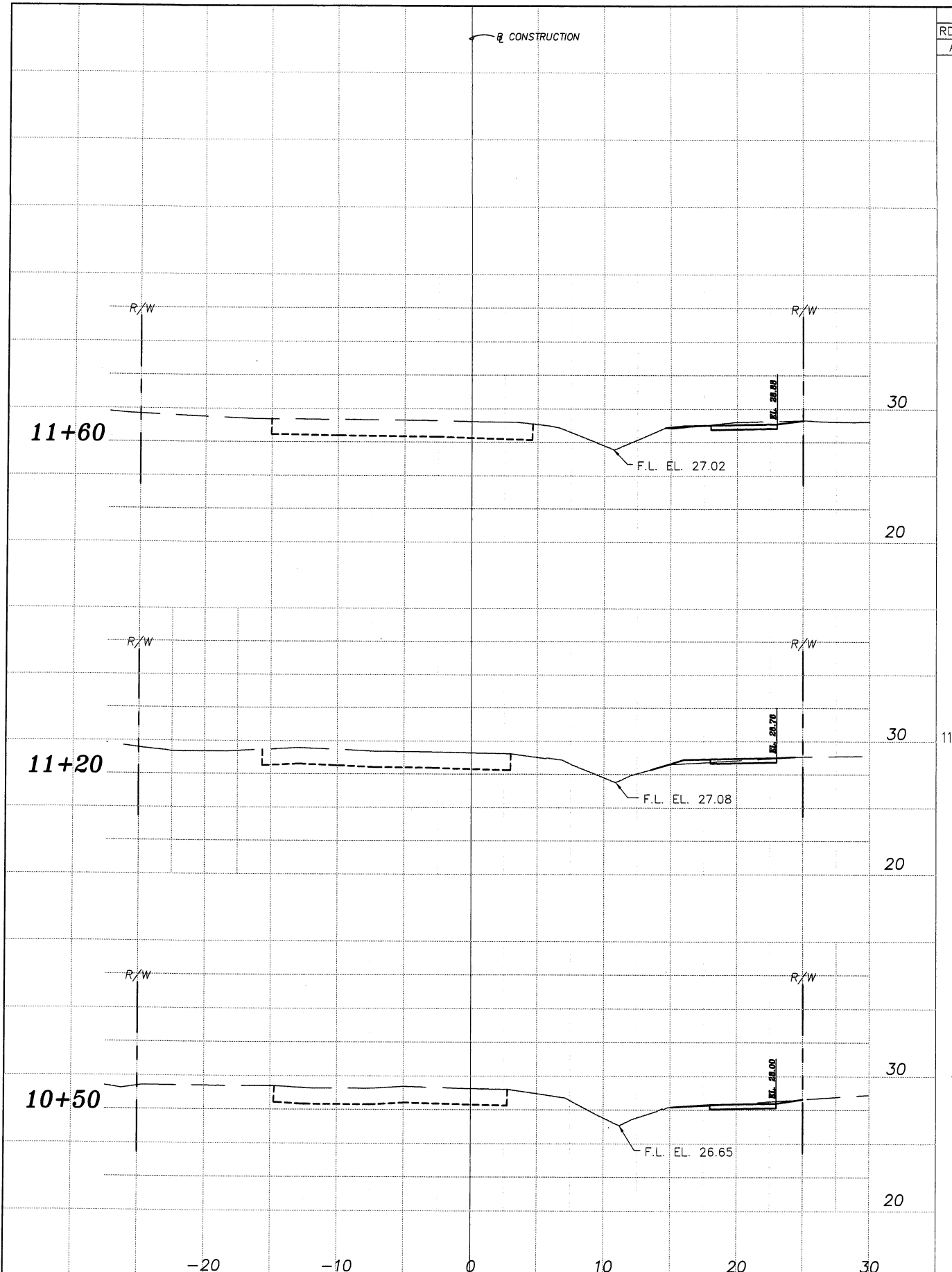
**CIVILSURV**  
A Tradition of Innovative Engineering

CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771

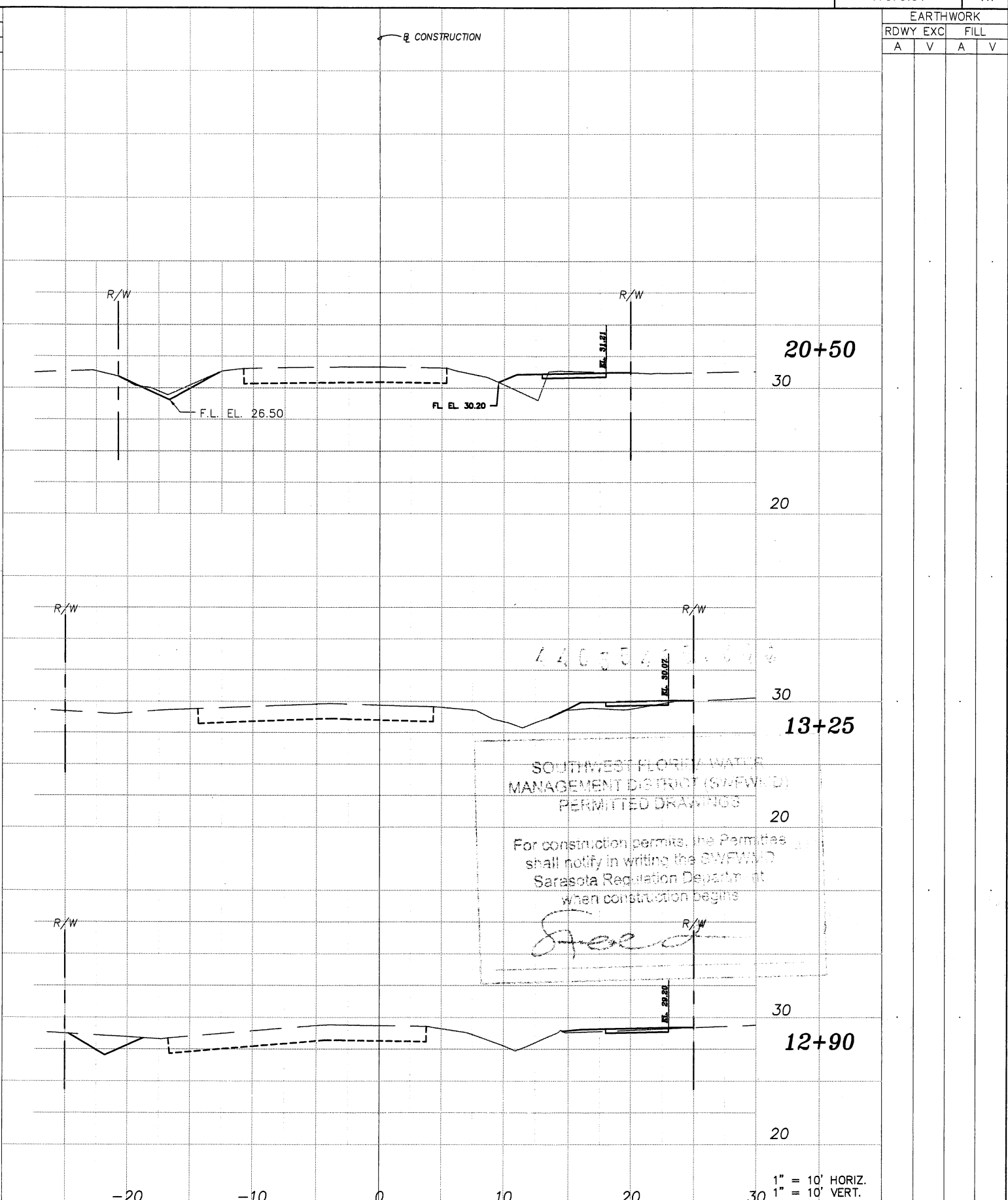
Certificate of Authorization No. 28958

NAME	DATE
DESIGNED BY: RLB	03/10
DRAWN BY: RVD	03/10
CHECKED BY: JEH	03/10

JOHN E. HOUDE, P.E.  
FLA. REG. NO. 22664  
DATE: 3/17/10



EARTHWORK			
RDWY EXC		FILL	
A	V	A	V



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) PERMITTED DRAWINGS

For construction permits, the Permittees shall notify in writing the SWFWMD Sarasota Regulation Department when construction begins

*Free*

1" = 10' HORIZ.  
1" = 10' VERT.

REVISIONS								
Date	By	Description		Date	By	Description		

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

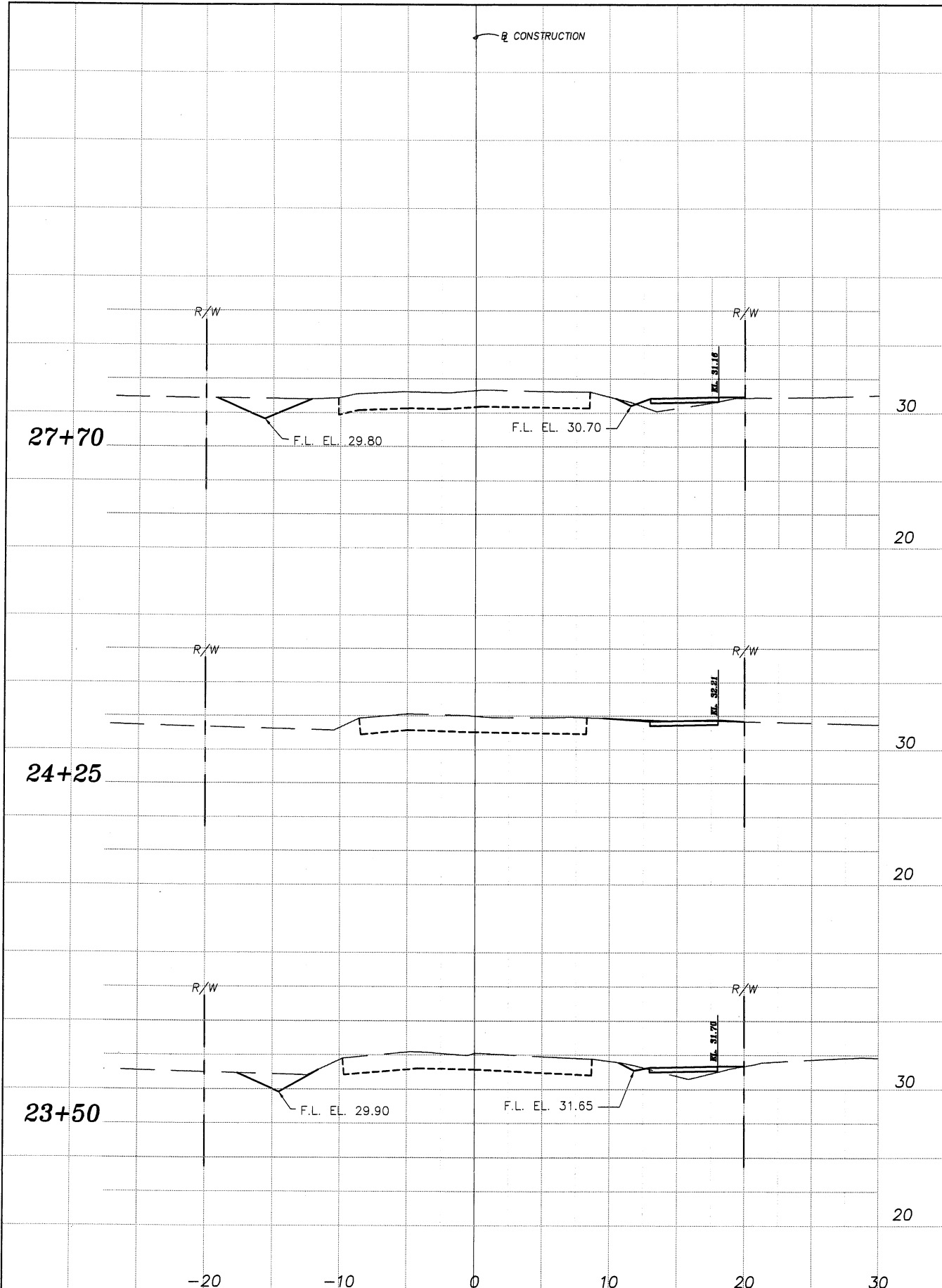
**CIVIL SURV**  
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2525 Drane Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771

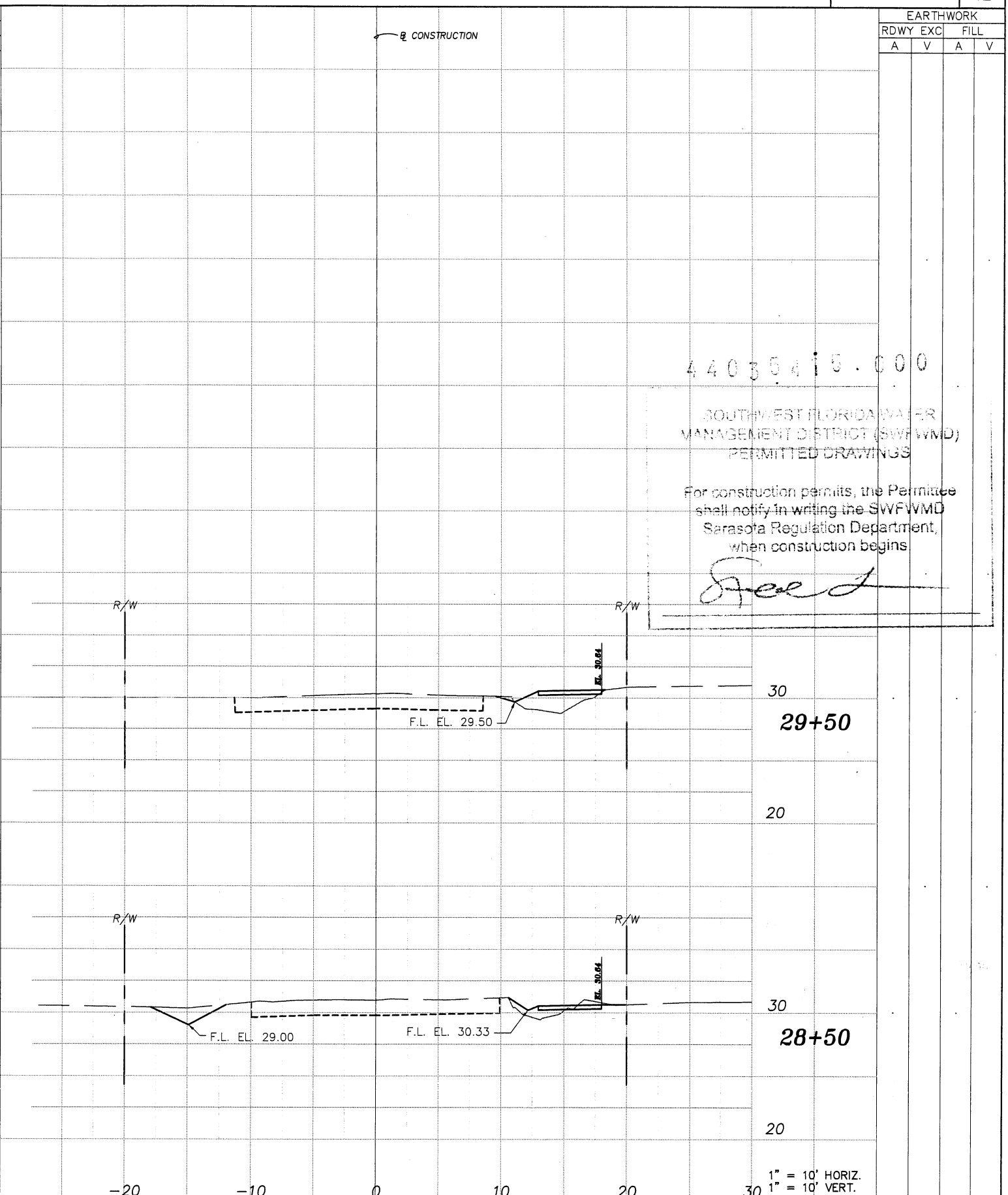
Certificate of Authorization No. 28986

NAME	DATE
DESIGNED BY: RLB	10/09
DRAWN BY: RVD	10/09
CHECKED BY: JEJ	10/09
DATE:	

SAMOSET AREA IMPROVEMENTS - 17TH ST E  
**ADDITIONAL CROSS SECTIONS**  
STA. 10+50 TO STA. 20+50  
MANATEE COUNTY, FLORIDA



EARTHWORK			
RDWY EXC		FILL	
A	V	A	V



44035415.000

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) PERMITTED DRAWINGS

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*Handwritten signature*

REVISIONS								
Date	By	Description	Date	By	Description	Date	By	Description

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

CIVILSURV  
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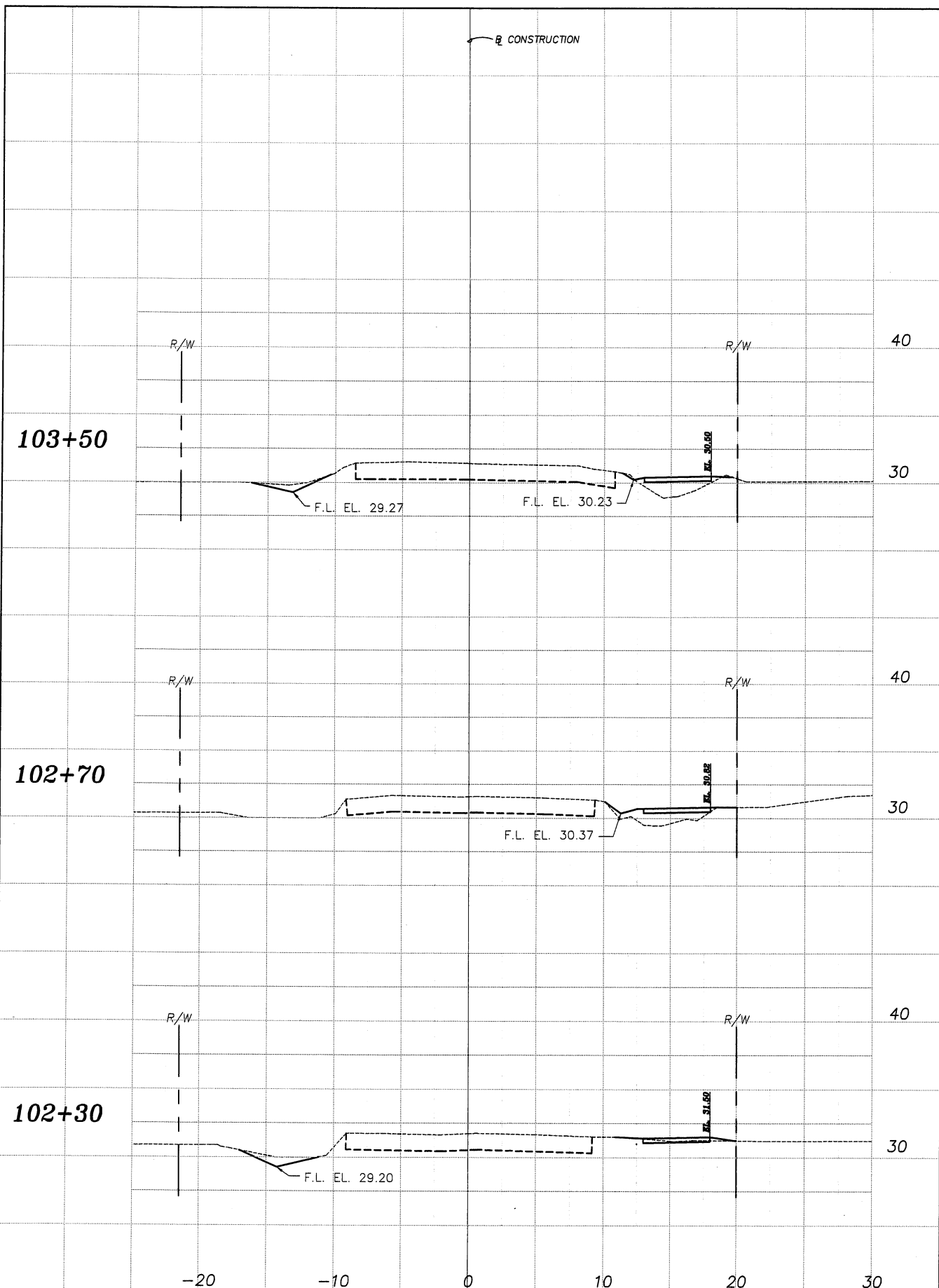
CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771

Certificate of Professional Engineer  
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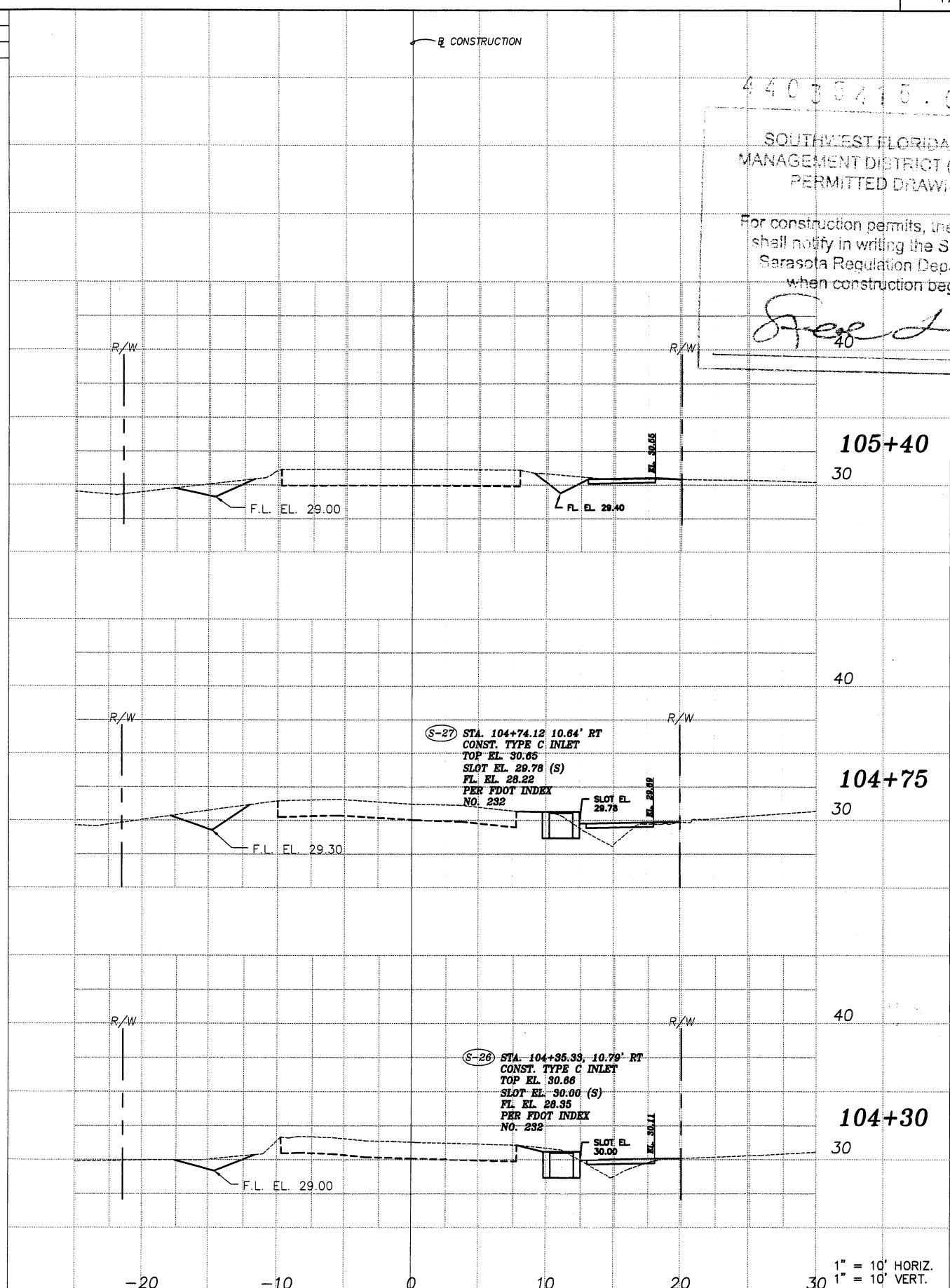
NAME	DATE
DESIGNED BY: RLB	10/09
DRAWN BY: RVD	10/09
CHECKED BY: JEH	10/09

SAMOSET AREA IMPROVEMENTS - 17TH ST E  
**ADDITIONAL CROSS SECTIONS**  
 STA 23+50 TO STA. 29+50  
 MANATEE COUNTY, FLORIDA

1" = 10' HORIZ.  
 1" = 10' VERT.



EARTHWORK			
RDWY EXC		FILL	
A	V	A	V



EARTHWORK			
RDWY EXC		FILL	
A	V	A	V

44035415.000

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT (SWFWMD)  
PERMITTED DRAWINGS

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PUBLIC WORKS DEPARTMENT

CSDG Field Book Nos.: 1116,1139,1276



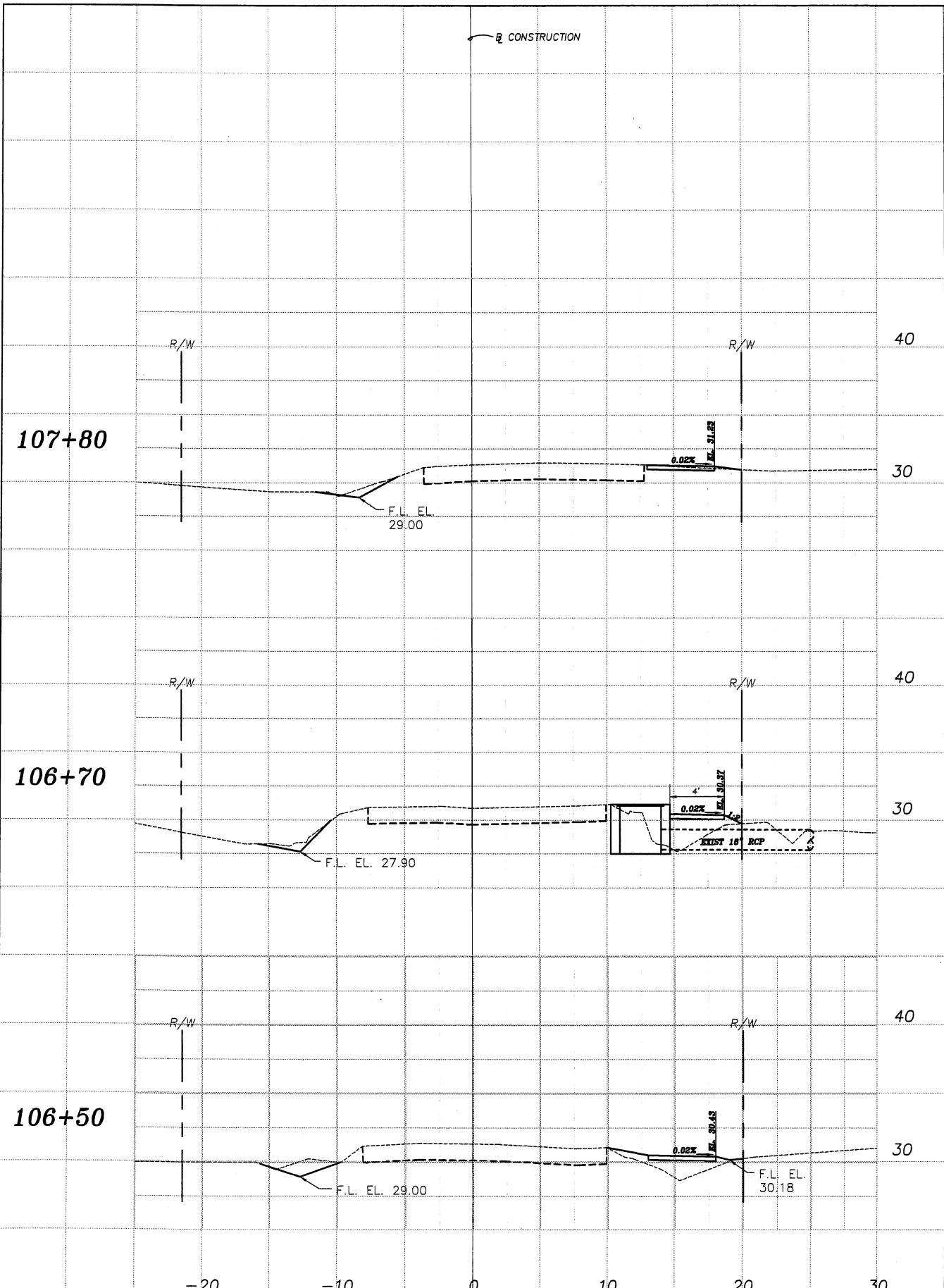
CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771

Certificate of  
Authorization  
No. 28968

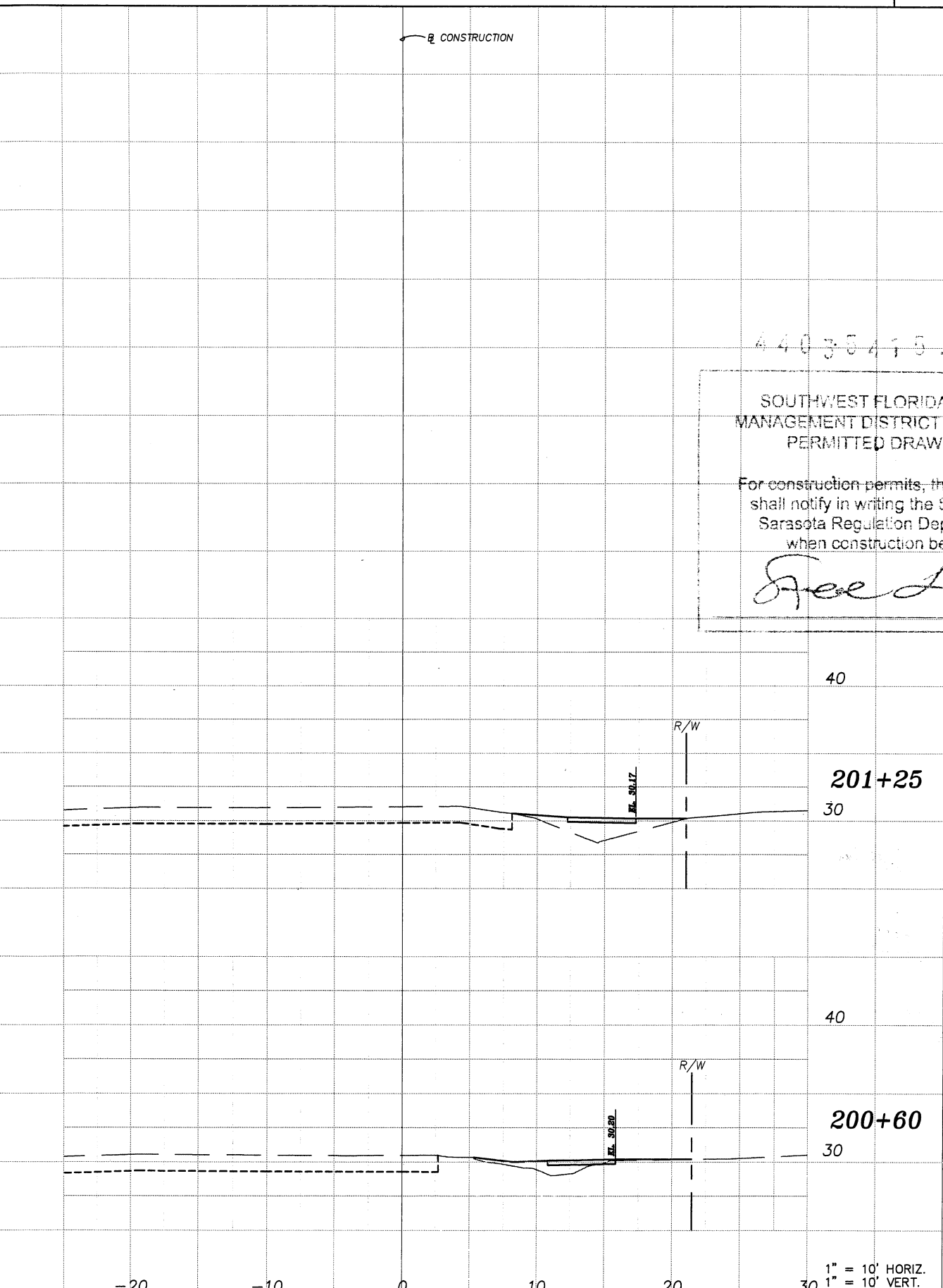
NAME	DATE
DESIGNED BY: RLB	10/09
DRAWN BY: RVD	10/09
CHECKED BY: JEH	10/09

1" = 10' HORIZ.  
1" = 10' VERT.

SAMOSET AREA IMPROVEMENTS - 33RD AV E  
ADDITIONAL CROSS SECTIONS  
STA. 102+30 TO STA. 105+40  
MANATEE COUNTY, FLORIDA



EARTHWORK			
RDWY EXC		FILL	
A	V	A	V



44035415.000

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) PERMITTED DRAWINGS

For construction permits, the Permittee shall notify in writing the SWFWMD Sarasota Regulation Department, when construction begins

*Free*

REVISIONS								
Date	By	Description	Date	By	Description	Date	By	Description

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

CSDG Field Book Nos.: 1116,1139,1276

**CIVILSURVY**  
A Tradition of Innovative Engineering

CivilSurv Design Group  
2525 Drone Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 863-646-4771

DESIGNED BY	NAME	DATE
DRAWN BY		
CHECKED BY		

JOHN E. HOWLE, P.E.  
FLA. REG. NO. 27584

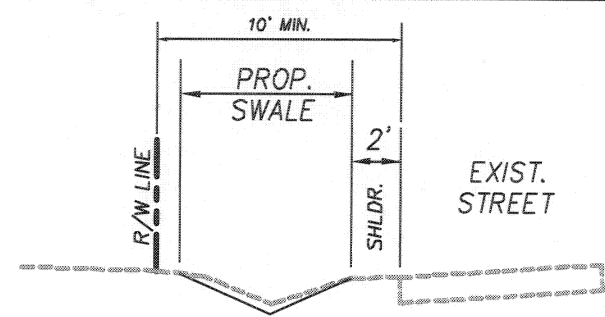
DATE: 3/17/11

1" = 10' HORIZ.  
1" = 10' VERT.

SAMOSSET AREA IMPROVEMENTS - 33RD AV E & 30TH AV E  
**ADDITIONAL CROSS SECTIONS**  
STA. 106+50 TO STA. 201+25  
MANATEE COUNTY, FLORIDA





1" = 200'



TYPICAL PROPOSED SWALE

	Beginning Station	Ending Station	Length	Width	Depth	Volume	EOP EL	SHWE
1	STA 29 + 20 LT	STA 29 + 30 LT	10	6	1.5	45	30.6	28.9
2	STA 199 + 50 RT	STA 199 + 80 RT	30	6	1.5	135	30.5	28.8
3	STA 197 + 70 RT	STA 199 + 30 RT	160	6	1.5	720	30.4	28.7
4	STA 12 + 20 LT	STA 13 + 0 LT	80	6	1.5	360	29.1	27.4
5	STA 16 + 80 LT	STA 18 + 15 LT	135	9	1.75	1063.1	31.2	29.5
6	STA 20 + 20 LT	STA 20 + 60 LT	40	8	1.5	240	31.5	29.8
7	STA 20 + 90 LT	STA 21 + 65 LT	75	8	1.5	450	31.7	30.0
8	STA 21 + 95 LT	STA 23 + 0 LT	105	6	1.5	472.5	31.9	30.2
9	32ND AVE E (southside)		80	6	1.5	360	32.0	30.3
10	STA 23 + 35 LT	STA 24 + 10 LT	75	6	1.5	337.5	32.4	30.7
11	STA 24 + 25 LT	STA 24 + 90 LT	65	6	1.5	292.5	32.4	30.7
12	STA 25 + 5 LT	STA 25 + 50 LT	45	6	1.5	202.5	32.4	30.7
13	STA 25 + 65 LT	STA 26 + 30 LT	65	6	1.5	292.5	32.5	30.8
14	31ST AVE E (southside)		130	6	1.5	585	32.1	30.4
15	STA 26 + 60 LT	STA 27 + 95 LT	135	7	1.5	708.75	32.0	30.3
16	STA 28 + 30 LT	STA 29 + 5 LT	75	6	1.5	337.5	30.7	29.0
18	STA 100 + 40 LT	STA 101 + 20 LT	80	6	1.5	360	31.8	30.1
19	STA 101 + 40 LT	STA 102 + 0 LT	60	6	1.5	270	31.6	29.9
20	STA 102 + 15 LT	STA 102 + 65 LT	50	6	1.5	225	31.5	29.8
21	STA 102 + 80 LT	STA 103 + 80 LT	100	6	1.5	450	31.2	29.5
22	STA 104 + 0 LT	STA 104 + 85 LT	85	6	1.5	382.5	31.2	29.5
23	STA 105 + 30 LT	STA 106 + 95 LT	165	6	1.5	742.5	31.2	29.5
24	STA 107 + 15 LT	STA 108 + 20 LT	105	6	1.5	472.5	31.2	29.5
25	34th AVE E (northside) @ 17th ST E		120	6	1.5	540	31.3	29.6

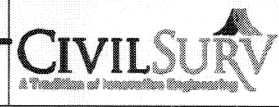
**LEGEND**

 PROP. SWALES  
 PROJECT AREA

REVISIONS					
Date	By	Description	Date	By	Description

MANATEE COUNTY  
PUBLIC WORKS DEPARTMENT

CSDG Field Book No.:



CivilSurv Design Group, Inc.  
2625 Drose Field Rd.  
Suite 7  
Lakeland, FL 33811  
Tel: 941-646-4771

Certificate of Authorization  
No. 28988

	NAME	DATE
DESIGNED BY	RLB	12/10
DRAWN BY	RVD	12/10
CHECKED BY	NAT	12/10

JOHN E. HOWLE, P.E.  
FLA. REG. NO. 27584

DATE:

SAMOSET AREA IMPROVEMENTS

**SWALE STORAGE COMPENSATION**

MANATEE COUNTY, FLORIDA