

INVITATION FOR BID  
CONSTRUCTION  
NO. 22-TA004318DJ  
SOUTHWEST WATER  
RECLAMATION FACILITY  
STORMWATER SYSTEM  
REHABILITATION  
PROJECT NO. 6036085  
AUGUST 24, 2022

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**ADVERTISEMENT**

**INVITATION FOR BID CONSTRUCTION NO. 22-TA004318DJ  
SOUTHWEST WATER RECLAMATION FACILITY STORMWATER SYSTEM  
REHABILITATION**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Southwest Water Reclamation Facility Stormwater System Rehabilitation, as specified in this Invitation for Bid Construction to include stormwater and underground utility work.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Bids in response to this Invitation for Bid Construction (IFBC) is **October 26, 2022 at 11:00 AM ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

**SOLICITATION INFORMATION CONFERENCE:**

A non-mandatory Information Conference will be held at 9:00 AM on September 6, 2022, at the Southwest Water Reclamation Facility, Admin Building, 5101 65<sup>th</sup> St. West, Bradenton, FL 34210. A non-mandatory site visit will be conducted immediately following the information conference. Attendance to non-mandatory information conferences is not required, but is strongly encouraged.

**DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid Construction to the Manatee County Procurement Division is September 23, 2022. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Dave Janney, Senior Procurement Agent  
(941) 749-3056, Fax (941) 749-3034  
Email: Dave.Janney@mymanatee.org  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: \_\_\_\_\_

## **Table of Contents**

### **Section A, Information to Bidders**

### **Section B, Bid Forms to be completed and returned with Bid**

- Appendix A, Minimum Qualifications
- Appendix B, Bidder's Questionnaire
- Appendix C, Environmental Crimes Certification
- Appendix D, Florida Trench Safety Act
- Appendix E, ePayables Application
- Appendix F, Scrutinized Company Certification
- Appendix G, Hold Harmless
- Appendix H, Insurance Statement
- Appendix I, Acknowledgement of Addenda
- Appendix J, Affidavit of No Conflict
- Appendix K, Bid Pricing Form

### **Section C, Bid Attachments**

- Bid Attachment 1- Insurance and Bond Requirements
- Bid Attachment 2 - Technical Specifications
- Bid Attachment 3 - Plans

### **Section D, Sample Construction Agreement with General Conditions of the Construction Agreement and Agreement Exhibits**

## **SECTION A, INFORMATION FOR BIDDERS**

To receive consideration, entities who submit a response to this Invitation for Bid Construction (Bidders) must meet the minimum qualification requirements and comply with the following instructions. Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships or corporations.

### **A.01 BID DUE DATE**

The Due Date and Time for submission of Bids in response to this Invitation for Bid Construction (IFBC) is **October 26, 2022 at 11:00 AM ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

Effective Monday (August 1, 2022), all visitors coming into the Administration Building will need to check in with 311 staff on the first floor by the main entrance to obtain a visitors' badge to access all floors. Badges will be signed out and provided by 311 staff members. Visitors will be instructed to turn the badge in to staff upon departure.

Bids received after the Due Date and Time will not be considered. **It will be the sole responsibility of the Bidder to deliver its Bid to the Manatee County Procurement Division for receipt on or before the Due Date and Time.** If a Bid is sent by U.S. Mail, courier or other delivery services, the Bidder will be responsible for its timely delivery to the Procurement Division. Bids delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Bidder's request and expense.

### **A.02 SOLICITATION INFORMATION CONFERENCE AND SITE VISIT:**

A non-mandatory Information Conference will be held at 9:00 AM on September 6, 2022, at the Southwest Water Reclamation Facility, Admin Building, 5101 65th St. West, Bradenton, FL 34210. A non-mandatory site visit will be conducted immediately following the information conference.

Attendance to mandatory information conferences and/or site visits are required to meet the minimum qualification requirements of the IFBC. Attendance to non-mandatory information conferences and/or site visit is not required, but is strongly encouraged.

### **A.03 PUBLIC OPENING OF BIDS**

Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 in the presence of County officials. Bidders or their representatives may attend the Bid opening.

Manatee County will make public at the opening the names of the business entities which submitted a Bid and the total bid price submitted. No review or analysis of the Bids will be conducted at the Bid opening.

#### **A.04 SUBMISSION OF BIDS**

The contents of the Bid sealed package must include:

- One (1) bound original clearly identifying Bidder and marked “ORIGINAL”.
- One (1) electronic format copy clearly identifying Bidder.

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drive or compact disc (CD) in Microsoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFBC NO. 22-TA004318DJ, Southwest Water Reclamation Facility Stormwater System Rehabilitation, Bidder’s name, and Bidder’s address. Bids must be delivered to the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

#### **A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this IFBC are distributed electronically and available for download at no charge at [www.mymanatee.org](http://www.mymanatee.org) > *Bids and Proposals*. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize third-party providers to distribute proposals. Visit the third-party’s website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

Additionally, the IFBC and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manatee County Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

#### **A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)**

It is the responsibility of each bidder before submitting a bid, to (a) examine the IFBC documents thoroughly; (b) visit the Project Site(s) 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 IFBC documents; and (e) notify County in writing of all conflicts, errors, or discrepancies in the IFBC documents.

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 Project Site(s) 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 IFBC documents. County will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the Project Site(s) 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 successful bidder in performing the Work are identified in the IFBC documents.

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

Inspection of the Project Site(s) is not a requirement to be considered for award of this bid. Prior to submitting a bid, each bidder shall examine the Project Site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with Project Site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the Project Plans and Specifications. Bidder shall acknowledge inspection of the Project Site(s) on his/her signed, submitted Bid Form.

#### **A.07 ADDENDA**

Any interpretations, corrections or changes to this IFBC will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on a third-party website, addenda will also be posted on the third-party's distribution system on the 'Planholders' link.

All addenda are a part of the IFBC and each Bidder will be bound by such addenda. It is the responsibility of each Bidder to read and comprehend all addenda issued. Failure of any Bidder to acknowledge an issued addendum in its Bid will not relieve the Bidder from any obligation contained therein.

#### **A.08 BID FORMS**

Bids must include the forms provided in this IFBC. If needed, additional pages may be

attached to a form. Bidders must fully complete and execute all Bid Forms. Bid Forms must be executed by an authorized official of the company who has the legal authority to bind the company.

**A.09 BID EXPENSES**

All costs incurred by Bidder in responding to this IFBC will be the sole responsibility of the Bidder.

**A.10 QUESTION AND CLARIFICATION PERIOD**

Each Bidder shall examine all IFBC documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this IFBC, including the sample Agreement, shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org). All questions received and responses given will be provided to potential bidders via an addendum to this IFBC.

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

**A.11 FALSE OR MISLEADING STATEMENTS**

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Bid, and the attribute, condition or capability is a requirement of this IFBC. Such Bidder will be disqualified from consideration for this IFBC and may be disqualified from submitting a response on future solicitation opportunities with the County.

**A.12 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
  - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel

or motel development in the possession of, submitted to County.

- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent successful Bidder receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

### **A.13 LOBBYING**

After the issuance of any IFBC, prospective bidders, bidders, or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFBC with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this IFBC, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFBC and ends upon execution of the final Agreement or when the IFBC has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

### **A.14 UNBALANCED BIDDING PROHIBITED**

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 requirements 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 County determines that a Bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its Bid. County reserves the right to deem any presumptive unbalanced Bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

### **A.15 FRONT LOADING OF BID PRICING PROHIBITED**

Prices offered for performance and/or acquisition activities which 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 loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

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

#### **A.16 WITHDRAWAL OR REVISION OF BIDS**

Bidders may withdraw Bids under the following circumstances:

- a. If Bidder discovers a mistake(s) prior to the Due Date and Time. Bidder may withdraw its Bid by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Bids. A copy of the request shall be retained, and the unopened Bid returned to the Bidder; or
- b. After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact if:
  1. The mistake is clearly evident in the solicitation document; or
  2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made in the Bid. Request to withdraw a Bid must be in writing and approved by the Purchasing Official.

#### **A.17 IRREVOCABLE OFFER**

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred twenty (120) days to provide the goods or services set forth in this IFBC or until one or more of the Bids have been duly accepted by County, whichever occurs first.

#### **A.18 RESERVED RIGHTS**

County reserves the right to accept or reject any and/or all bids, to waive irregularities and minor technicalities, and to request resubmission. Also, 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 County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of 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 meets or exceeds the quality of goods and/or services set forth in the IFBC documents or otherwise required by County.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFBC.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, 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 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.19 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 the Manatee County Procurement Division shall be in accordance with the Manatee County Procurement Ordinance as amended.

#### **A.20 COLLUSION**

By submitting a bid in response to this IFBC, Bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Further, Bidder, and in the case of a joint bid each party thereto, certifies as to their own organization, that in connection with this IFBC that:

- a. All 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. All 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 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 is/are named in Bidder's Bid and that no person other than those identified has any interest in the Bid or in the resulting Agreement to be entered into.
- e. No person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by Bidder for purpose of doing business.

**A.21 CODE OF ETHICS**

With respect to this and any bid, if a Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be ineligible for award to perform the work described in this IFBC, and may be disqualified from submitting on any future quote or bid requests to supply goods or services to Manatee County. By submitting a bid, the Bidder represents to County that all statements made, and materials submitted are truthful, with no relevant facts withheld.

**A.22 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (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 ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with 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 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 form is attached herein for this purpose.

**A.23 SCRUTINIZED COMPANIES**

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant. To the extent a certification is required, it shall be provided on the form located at Appendix F *Vendor Certification Regarding Scrutinized Companies Lists*.

**A.24 AGREEMENT**

The successful Bidder will be required to execute the Agreement, a sample of which is attached hereto and made a part hereof. The County will transmit the Agreement to the successful Bidder for execution. The successful Bidder agrees to deliver the required number of duly executed copies of the Agreement, with any other required documents, to the County within ten calendar days of receipt.

**A.25 LEGAL NAME**

Bidders shall clearly indicate the full legal name, including any d/b/a, address, email address, and telephone number on the Bid Form. Bid Forms shall be signed above the typed or printed name and title of the signer. The signer must be an official of the organization and have the authority to bind the bidder to the submitted bid.

When bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a bidder, the authorized corporate officers shall sign.

Bidders who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by County.

When submitting a bid as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a bid.

**A.26 DISCOUNTS**

All discounts must be incorporated in the prices contained in the bid and not shown separately. Unless otherwise specified in this IFBC, pricing must be all inclusive, including delivery costs. The prices indicated on the Pricing Form shall be the prices used in determining award.

**A.27 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the

Bidder is prohibited from delineating a separate line item in its bid for any sales or service taxes.

The successful Bidder will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

**A.28 QUALITY**

Unless otherwise specifically provided in the IFBC documents, all goods provided shall be new, the latest make or model, of the best quality, of the highest grade of workmanship, and of the most suitable for the purpose intended.

Unless otherwise specifically provided in the IFBC documents, 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.29 AUTHORIZED PRODUCT REPRESENTATION**

Bidder, 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 do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

**A.30 ROYALTIES AND PATENTS**

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

**A.31 AMERICANS WITH DISABILITIES ACT**

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of 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 cover page of this document at least twenty-four (24) hours in advance of either activity.

**A.32 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFBC and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

**A.33 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES**

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at [https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd) or by calling (850) 487-0915.

**A.34 DELIVERY**

Unless otherwise specified, all prices shall include all delivery cost (FOB Destination).

**A.35 MATHEMATICAL ERRORS**

- a. Bid pricing forms without imbedded mathematical formulas: 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. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the Bid.
- b. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
- c. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting its Bid.
- d. Regardless of the type of bid pricing form used, all Bids shall be reviewed mathematically by the County using these standards.

**A.36 SUBCONTRACTORS**

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work each will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful Bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

**A.37 E-Verify**

Prior to the employment of any person under this contract, the successful Bidder shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to

United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a bid in response to this IFBC, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

### **A.38 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this IFBC become “Public Records,” and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the bids shall be conducted at the public opening.

Based on the above, County will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid.

If County rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

Pursuant to Florida Statutes 119.0701, to the extent successful Bidder is performing services on behalf of the County, successful Bidder must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Bidder does not transfer the records to the public agency.

- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Bidder transfers all public records to the public agency upon completion of the contract, the successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Bidder keeps and maintains public records upon completion of the contract, the successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Phone: (941) 742-5845**

**Email: [debbie.scaccianoce@mymanatee.org](mailto:debbie.scaccianoce@mymanatee.org)**

**Mail: Manatee County BCC**

**Attn: Records Manager**

**1112 Manatee Ave W.**

**Bradenton, FL 34205.**

### **A.39 LOCAL PREFERENCE**

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its Bid that for at least six (6) full months prior to the advertisement of this IFBC it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

Local preference shall not apply to the following categories of agreements:

- a. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
- b. Any bid announcement which specifically provides that local preference, as set forth in this section, is 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.
- c. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state.
- d. To qualify for local preference under this section, **a local business must certify to County** by completing an **"Affidavit as to Local Business Form,"** which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on "Affidavit for Local Business"

to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

- e. It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

#### **A.40 VENDOR REGISTRATION**

Registering your business will provide Manatee County a sourcing opportunity to identify suppliers of needed goods and services and identify local businesses. To register as a supplier with the County go to [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). For assistance with supplier registration, call the Procurement Division main number at (941) 749-3014. Office hours are Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays.

A link to Vendor Registration is listed on the Procurement Division’s web page at <http://www.mymanatee.org/home/government/departments/financial-management/purchasing.html>. Click on “*Register as a Vendor*”, then “*Vendor Registration Form*”. Registration is not mandatory to submit a Bid.

#### **A.41 ENVIRONMENTAL SUSTAINABILITY**

All bidders are encouraged to use as many environmentally preferable "green" products, materials, as supplies, as possible to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidder shall acknowledge in its Bid if Bidder has an environmental sustainability initiative. In addition, Bidder shall submit with its Bid a brief summary of Bidder’s environmental sustainability initiative. This information will be used as a determining factor in the award decision when all other factors, including local preference, are otherwise equal.

#### **A.42 ePAYABLES**

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If Bidder is interested in participating in this program, complete the ePayables Application attached herein and return the completed form via email to [tina.mancini@manateeclerk.com](mailto:tina.mancini@manateeclerk.com).

#### **A.43 BASIS OF AWARD**

County will not make award to a Bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Bidder attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Bidder's statement is discovered to be false, bidder will be subject to suspension and/or debarment and the County may terminate any award it has with bidder.

Award shall be to the lowest, responsive, responsible bidder(s) meeting specifications which includes delivery time requirements, qualification requirements, and having the lowest total offer for requirements listed on the Bid Form for the Work as set forth in this IFBC. Bid prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work to the County's satisfaction, in accordance with and in the manner set forth and described in the IFBC documents and within the prescribed time.

Only one (1) completion schedule for 270 calendar days shall be submitted and considered.

In evaluating Bids, County shall consider the qualifications of the Bidders; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more responsive, responsible bids which are equal with respect to price and all other evaluation factors are received, the bid from the local business shall be given preference in award.

Whenever two or more responsive, responsible bids which are equal with respect to price are received, and both or neither of these bids are from a local business, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Procurement Division and open to the public.

Bidder acknowledges that County has, or may hire, others to perform work similar to or the same as that which is within the scope of work of this IFBC. In the event that the successful Bidder cannot meet the delivery time or availability requirements of materials, the County, at its sole discretion can obtain the goods and services from other sources.

#### **A.44 SCOPE OF WORK**

The successful Bidder shall furnish and install all materials, equipment and labor which is reasonably inferable and necessary for the proper completion of the Work specified in this IFBC, whether specifically indicated in the IFBC or not.

The successful Bidder shall furnish all shop drawings, work drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these Specifications.

The successful Bidder 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 County.

The Scope of Work consists of re-establishing plant yard and swales to historical grades or grade per new design to convey stormwater to existing or new stormwater features for treatment and/or conveyance off site. Rehabilitate stormwater piping, inlets and outlets. Re-establish stormwater pond volumes, littoral zones and banks to historical or new permit conditions. Eliminate ponding in roads, yard and parking lots. Inspect North Lake toe drain and recommend maintenance.

#### **A.45 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. Completion time shall be based on 270 calendar days.

#### **A.46 LIQUIDATED DAMAGES**

If the successful Bidder fails to achieve substantial completion of the Work within the contract time and as otherwise required by the Agreement (to include not only the entire Work but any portion of the Work as set forth therein), the County shall be entitled to retain or recover from the successful Bidder, as liquidated damages and not as a penalty, the sum of \$877.00 per calendar day, commencing upon the first day following expiration of the contract time and continuing until the actual date of substantial completion.

Such liquidated damages are hereby agreed to be a reasonable estimate of damages the County will incur because of delayed completion of the Work. The County may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the County at the demand of the County, together with interest from the date of the demand at the maximum allowable rate.

#### **A.47 CONTRACT CONTINGENCY WORK**

Contract contingency is a monetary allowance used solely at County's discretion to handle unexpected conditions as required to satisfactorily complete the Work in accordance with the IFBC documents. A Field Directive must be issued by an authorized County representative to authorize use of contract contingency funds.

The percentage for contract contingency is listed on the Bid Form. Bidder shall enter the dollar amount for contract contingency based on the percentage of the total base bid. The total contract award will include contract contingency.

Appropriate uses of contract contingency include increases to existing bid item quantities that do not change the initial Scope of Work, which may be directed by County staff; modification items not originally bid which were unforeseen yet necessary during the Work to provide a safe, complete Project and that do not change the initial Scope of Work; and unanticipated conflicts and/or design changes required during construction which are necessary to provide a safe, complete Project and that do not change the initial Scope of Work.

Inappropriate uses of contract contingency include anything that changes the initial Scope of Work, including the Contract Sum and Contract Time, and adding bid items not previously contemplated that change the initial Scope of Work.

#### **A.48 LICENSES AND PERMITS**

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

#### **A.49 PROTEST**

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Purchasing Official.

Protest must be in writing and delivered via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Purchasing Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

#### **A.50 ACCESSIBILITY**

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by phone at 941-748-4501 X3014.**

Successful Bidder shall ensure all its electronic information, documents, applications, reports, and deliverables required under this Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Bidder

shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Bidder shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

**A.51 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County’s website ([www.mymanatee.org](http://www.mymanatee.org) > Business > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Non-Mandatory Information Conference and Non-Mandatory site tour per Article A.02	September 6, 2022 @ 9:00 AM ET
Question and Clarification Deadline	September 23, 2022
Final Addendum Posted	October 7, 2022
Bid Response Due Date and Time	October 26, 2022, 11:00 AM, ET
Projected Award	December 2022

NOTE: Any statements contained in the Scope of Work, Bid Summary, Construction Agreement, General Conditions of the Construction Agreement and/or Exhibits which vary from the information in Section A, Information for Bidders, shall have precedence over the Information for Bidders.

**END OF SECTION A**

**SECTION B, BID FORMS**

(To be completed and returned with Bid)

## APPENDIX A, MINIMUM QUALIFICATIONS

IFBC No. 22-TA004318DJ

Bidders must submit the information and documentation requested in this Attachment that confirms Bidder meets the following minimum qualification requirement(s):

1. Must have been registered with the State of Florida, Division of Corporations to do business in Florida.

**No documentation is required. The County will verify registration.**

2. Bidder, or Bidder's subcontractor combined must possess a General Contractor or Underground Utility license issued by the Florida Department of Business and Professional Regulation for a period of at least three (3) consecutive years since September 1, 2019. License must be current and valid through the Due Date for submission of bids for this IFBC.

**If Bidding as a General or Underground Utility Contractor, provide a copy of the license, issued by the Florida Department of Business and Professional Regulation and documentation confirming Bidder or Bidders Subcontractor has been licensed and or certified for the period of September 1, 2019, through the date of submission of the bid.**

3. Bidder or Bidder's subcontractor has provided Stormwater Rehabilitation or Underground Utility work for at least three (3) projects since September 1, 2015. Project clients must be agreeable to responding to an inquiry by the County.

**Provide the following information for the three (3) qualifying project references.**

- a) Name of client
  - b) Project name
  - c) Location (City/State)
  - d) Client contact name
  - e) Contact phone
  - f) Contact email
  - g) Service dates (Start/End)
4. Bidder, on the day the bid is submitted, has a certified or registered Qualifying Agent, as required by Section 489.119, Florida Statutes, and that Qualifying Agent has been the same Qualifying Agent of Bidder for a period of at least two (2) consecutive years, since September 1, 2020.

**Submit a copy of Bidder's Qualifying Agent's registration or certification along with supporting documentation confirming Qualifying Agent has been the Qualifying Agent for Bidder for two years, since September 1, 2020.**

5. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor Lists.

**No documentation is required. The County will verify.**

6. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation.**

7. Bidder has no reported conflict of interests in relation to this IFBC.

**If no conflicts of interests are present, Bidder must submit a fully completed copy of Appendix J.**

**If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Bidder's firm or any of its branches.**

**END OF APPENDIX A**

**APPENDIX B, BIDDER'S QUESTIONNAIRE**

IFBC No. 22-TA004318DJ

**Bidder must fully complete and return this form with its Bid. Bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)**

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

1. Contact Information:

FEIN #: \_\_\_\_\_  
License #: \_\_\_\_\_  
License Issued to: \_\_\_\_\_  
Date License Issued (MM/DD/YR): \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_  
Email address: \_\_\_\_\_

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 ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

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

4. Bidder is authorized to do business in the State of Florida:  Yes  No

For how many years? \_\_\_\_\_

5. Your organization has been in business (under this firm's name) as a

\_\_\_\_\_

Is this firm in bankruptcy? \_\_\_\_\_

6. Attach a list of projects where this specific type of Work was performed.

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

7. Is this firm currently contemplating or in litigation? Provide summary details.

---

---

---

8. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address and phone number) and why.

---

---

---

9. Have you ever failed to complete Work awarded to you? Or failed to complete projects within contract time? If so, state when, where (contact name, address, phone number) and why.

---

---

---

10. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.

---

---

---

11. Will you subcontract any part of this Work? If so, describe which portion(s) and to whom.

---

---

---

12. If any part of work will be subcontracted, list MBE/DBE/WBE/VETERAN to be utilized. Include the estimated dollar amount of the portion of Work each will perform.

---

---

---

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

13. What equipment do you own to accomplish this Work? (A listing may be attached)

---

---

14. What equipment will you purchase/rent for the Work? (Specify which)

---

---

15. If applicable to the Work for this IFBC, Drilling Supervisor Qualifications: Contractor shall provide a boring specialist who shall remain on the project site during the entirety of the directional boring operation. This includes, but is not limited to, drilling fluid preparation, seaming, boring and pulling. The boring specialist shall have a minimum of five (5) years' experience in supervising directional bores of similar nature, diameter, materials and lengths. (Reference: Specification Section 02619, Horizontal Directional Drilling).

Provide the contact information for a minimum of three (3) projects wherein the boring specialist has performed this type of work, diameter, materials and lengths.

Boring specialist's name: \_\_\_\_\_

Boring specialist's years of experience in supervising directional bores \_\_\_\_\_

Provide contact name, and contact number for projects:

---

---

---

16. If applicable to the Work for this IFBC, Pipe Fusion Qualifications: All boring and fusing equipment shall be certified for operation. The Contractor responsible for thermal butt fusing pipe and fittings shall have manufacturer certification for performing such work or a minimum of five (5) years of experience performing this type of work.

Thermal butt fusing pipe and fittings contractor or subcontractor's name: \_\_\_\_\_

Attach a copy of contractor's/subcontractor's manufacturer certification to this Questionnaire

OR

Provide contractor's/subcontractor's years of experience in thermal butt fusing pipe and fittings

\_\_\_\_\_

If manufacturer certification is not provided, include contact name, and contact number for projects that confirms five years of experience:

---

---

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

17. If applicable to the Work for this IFB, Pipe Bursting Qualifications: The Contractor shall be certified by the manufacturer of the pipe bursting system that they are fully trained licensed installer of the manufacturer's pipe bursting system. Contractor shall provide a letter to the County documenting this requirement. (Reference: Specification Section 02619A, Pipe Bursting (PB) of Existing Mains).

18. List the following regarding the surety which is providing the bond(s):

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

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

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

Agent's Name: \_\_\_\_\_

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

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

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

19. Is Bidder a local business as defined in Section A.38, Local Preference?

Yes

No

If yes, by signing below Bidder certifies that for at least six months prior to the advertisement date of this IFB it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota counties with at least one full-time employee at that location.

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

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

PRINTED NAME: \_\_\_\_\_

TITLE/DATE: \_\_\_\_\_

PHYSICAL ADDRESS OF QUALIFYING LOCAL LOCATION: \_\_\_\_\_

\_\_\_\_\_

NAME OF QUALIFYING EMPLOYEE AT LOCAL LOCATION: \_\_\_\_\_

---

20. Confirm if Bidder has an environmental sustainability initiative as defined in Section A.41.

Yes       No

If yes, submit a brief summary (2-3 paragraphs) of the environmental sustainability initiative.

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

**APPENDIX C, ENVIRONMENTAL CRIMES CERTIFICATION**

IFBC No. 22-TA004318DJ

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PROCUREMENT CODE

**Bidder must fully complete and return this form with its Bid. 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 an Owner’s Agreement for public improvements, procurement of goods or services (including professional services) or an Owner’s lease, franchise, concession or management agreement, or shall receive a grant of Owner’s monies unless such person or entity has submitted a written certification to Owner 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 Owner’s Purchasing Official, 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 an 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.

(Continued)

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 Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

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 AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH** PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

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

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

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

Who is personally known / has produced \_\_\_\_\_ as  
identification

[Type of identification]

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
[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.

**APPENDIX D, FLORIDA TRENCH SAFETY ACT**

**Bidder must fully complete and return this form with its Bid. 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 **IFBC NO. 22-TA004318DJ**
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 County and Engineer of Record, 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:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
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 \_\_\_\_\_ : \_\_\_\_\_

My commission expires: \_\_\_\_\_



# Angelina M. Colonnese

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 Fax (941) 741-4082, P.O. Box 25400, Bradenton, Florida 34206 - [www.manateeclerk.com](http://www.manateeclerk.com)

**Bidder must fully complete and return this form with its Bid.**

## APPENDIX E: ePAYABLES APPLICATION

Company name \_\_\_\_\_

Contact person \_\_\_\_\_

Phone number \_\_\_\_\_

Email Address \_\_\_\_\_

### FINANCE USE ONLY

.....

Open orders: YES or NO

PEID \_\_\_\_\_

CREATE DATE \_\_\_\_\_

CONFIRMED \_\_\_\_\_ WITH

\_\_\_\_\_  
Name and phone number

IFAS \_\_\_\_\_

BANK \_\_\_\_\_

INITIALS \_\_\_\_\_

Return completed form Via email to:

[tina.mancini@manateeclerk.com](mailto:tina.mancini@manateeclerk.com)

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

Revised: September 30, 2015

“Pride in Service with a Vision to the Future”

Clerk of the Circuit Court – Clerk of Board of County Commissioners – County Comptroller – Auditor and Recorder

**APPENDIX F, SCRUTINIZED COMPANY CERTIFICATION**  
IFBC No. 22-TA004318DJ

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

**Bidder must fully complete and return this form with its Bid.**

Company \_\_\_\_\_ FID \_\_\_\_\_ or EIN \_\_\_\_\_ No. \_\_\_\_\_

Address \_\_\_\_\_

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

I, \_\_\_\_\_, as a representative of \_\_\_\_\_ certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

**APPENDIX G, MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA INDEMNITY AND HOLD HARMLESS**

IFBC No. 22-TA004318DJ

**Bidder must fully complete and return this form with its Bid.**

Bidder shall defend, indemnify and hold harmless the County and all of the County’s officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Respondent, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Bidder recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract/Agreement. Compliance with any insurance requirements required elsewhere within this Contract/Agreement shall not relieve Bidder of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the County’s liability beyond that provided in section 768.28, Florida Statutes.

<b>PROJECT NUMBER AND/OR NAME</b>	
<b>INSURANCE AGENT</b>	
<b>RESPONDENT SIGNATURE</b>	<b>DATE</b>

Acknowledgement:

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_ by \_\_\_\_\_ [FULL LEGAL NAME], who is

personally known to me / has produced \_\_\_\_\_ as identification.

Notary Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**APPENDIX H, INSURANCE STATEMENT**

IFBC No. 22-TA004318DJ

**Bidder must fully complete and return this form with its Bid.**

THE UNDERSIGNED has read and understands the insurance requirements of this IFBC applicable to any contract resulting from this solicitation and shall provide the insurances required by this Appendix within ten (10) days from the date of Notice of Intent to Award.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official): \_\_\_\_\_

Printed  
Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

**APPENDIX I, ACKNOWLEDGMENT OF ADDENDA**

IFBC No. 22-TA004318DJ

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Bidder’s information below:

_____	_____
Name of Bidder	Telephone Number
_____	_____
Street Address	City/State/Zip
_____	_____
Email Address	
_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Official    Date

**APPENDIX J, AFFIDAVIT OF NO CONFLICT**

IFBC No. 22-TA004318DJ

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

BEFORE ME, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared, \_\_\_\_\_, a principal with full authority to bind \_\_\_\_\_ (hereinafter the "Affiant"), who being first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Affiant to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into an Agreement for Southwest Water Reclamation Facility Stormwater System Rehabilitation.

If applicable, on a separate page Bidder shall disclose the name of any officer, director or agent of Bidder who is also an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interest are present, submit a statement to that affect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SUBSCRIBED to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Notary Seal]

Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name

Personally known OR produced identification. Type of identification produced \_\_\_\_\_

**APPENDIX K, BID PRICING FORM**

IFBC No.22-TA004318DJ, Southwest Water Reclamation Facility Stormwater System Rehabilitation

Total Bid Price/Offer for Bid : \$ \_\_\_\_\_ Complete. Base on a completion time of 270 calendar days.

We, the undersigned, hereby declare that we have carefully reviewed the IFBC Documents in their entirety and with full knowledge and understanding of the Bid information and all its requirements, submit this Bid, which is complete in meeting each specification, term, and condition contained therein.

As Bidder, we understand that the IFBC documents, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between County and the successful Bidder. Failure by successful Bidder to comply with such specifications, terms and conditions shall result in Agreement default, whereupon, the defaulting successful Bidder shall be required to pay for all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit its bid bond.

**Authorized Signature(s):** \_\_\_\_\_

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

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

**APPENDIX K, BID PRICING FORM**  
**22-TA004318DJ SOUTHWEST WATER RECLAMATION FACILITY STORMWATER**  
**SYSTEM REHABILITATION**  
**COUNTY PROJECT NO. 6036085**

**Bidders must provide prices for each available line item for their bid to be considered responsive.**

<b>ITEM #</b>	<b>BRIEF DESCRIPTION OF ITEMS</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE 270 Calendar Days</b>	<b>EXTENDED AMOUNT 270 Calendar Days</b>
1	<b>MOBILIZATION/DEMobilIZATION</b>	LS	1		
2	<b>Site Work</b>				
2A	Silt Fence - Type III	LF	6355		
2B	Silt Fence - Type IV	LF	890		
3	Tree Protection	LF	600		
4	Baled Hay or Straw	EA	800		
5	Erosion Control Plan prepared by certified technician	LS	1		
6	Construct Stabilized Gravel Entrance	SY	340		
7	NPDES Construction General Permit, NOI, NOT, &	LS	1		
8	Clearing & Grubbing	ACRE	4.84		
9	Tree Removal, 12"+	EA	32		
10	Saw Cut Existing Asphalt	LF	415		
11A	Pavement Removal - Asphalt	SY	3211		
11B	Pavement Removal - Concrete	SY	50		
11C	Pavement Removal - Gravel	SY	63		
12A	Storm Structure Removal - Ditch Bottom Inlet	EA	1		
12B	Storm Structure Removal - Mitered End Section	EA	1		
13A	Pipe Removal - Stormwater	LF	65		
13B	Pipe Removal - Abandoned Sanitary Force Main	LF	1065		
13C	Cap & Grout Fill - Abandoned 20-inch Sanitary Force Main	LF	725		
14	Clean Existing Storm System	LF	1845		
15	Fence Removal	LF	1065		
16	Dewatering Headworks Pond	LS	1		
17	Underground Utility Identification and Protection	LS	1		
18	Adjust Existing Valve Boxes and Vaults to Finished Grade	LS	1		
19	Earthwork - Excavation	CY	11850		
20	Earthwork - Establishing Grade	SY	25750		
21	Sodding	SY	24200		
22A	Reinforced Concrete Pipe - 18" RCP	LF	273		
22B	Reinforced Concrete Pipe - 14" x 23" ERCP	LF	114		
23A	Pre-Cast Inlets - Type "E" with Double Traversable Slot	EA	2		
23B	Pre-Cast Inlets - Type "E" with Single Traversable Slot	EA	1		
23C	Pre-Cast Inlets - Type "H"	EA	1		
23D	Pre-Cast Inlets - Type "F"	EA	1		
24	New Storm Connections to Existing Structures, Pipes	EA	2		
25A	Concrete Mitered End Section - 18"	EA	3		
25B	Concrete Mitered End Section - 12" x 18"	EA	2		
25C	Concrete Mitered End Section - 14" x 23"	EA	3		
25D	Concrete Mitered End Section - 19" x 30"	EA	2		
26	Concrete Flume	SY	25		
27	Riprap Pad	SY	171		
28	Stabilized Subgrade - 8"	SY	3785		
29	Limerock Base - 8"	SY	3369		
30	Prime Coat	SY	3324		
31	Asphalt - 3" SP-12.5	SY	3324		
32	Steel Reinforced Concrete - 6"	SY	45		
33	Gravel Access Road	SY	63		
34A	Concrete Curb - Type "F" with Gutter	LF	850		
34B	Concrete Curb - 12" Ribbon	LF	630		
35	Chainlink Fence	LF	1100		
36	Cantilever Slide Gate	EA	1		
37	Building Permit Allowance	LS	1		
38	Record Drawings	LS	1		
<b>SUBTOTAL</b>					
39	Contract Contingency	10%			
<b>TOTAL BID</b>					

**BIDDER NAME** \_\_\_\_\_

**BIDDER SIGNATURE** \_\_\_\_\_

**SECTION C, BID ATTACHMENTS**

## **BID ATTACHMENT 1, INSURANCE AND BOND REQUIREMENTS**

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

### **Automobile Liability Insurance Required Limits**

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$2,000,000 Combined Single Limit; OR
- \$ 1,000,000 Bodily Injury and \$1,000,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

*This policy shall contain severability of interests’ provisions.*

### **Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$100,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

*This policy shall contain severability of interests’ provisions.*

### **Employer’s Liability Insurance**

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

- Worker’s Compensation Insurance**
- US Longshoremen & Harbor Workers Act**
- Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers’ compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should ‘leased employees’ be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers’ Compensation coverage and Employer’s Liability coverage for all personnel on the worksite and in compliance with the above Workers’ Compensation requirements. NOTE: Workers’ Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

**Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a ‘smooth’ limit.
- \$ General Aggregate.

**Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

**Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

**Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

**Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

**Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

**Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the

State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

***Pollution Liability***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

***Asbestos Liability (If handling within scope of Contract)***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

***Disposal***

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

**Hazardous Waste Transportation Insurance**

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

**Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

**Garage Keeper’s Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

**Bailee’s Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR’S care, custody and control.

**Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

**Other [Specify]**

## **BOND REQUIREMENTS**

### **Bid Bond**

A Bid Bond in the amount of 5% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of 5% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

### **Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

**[Remainder of Page Intentionally Left Blank]**

## **INSURANCE REQUIREMENTS**

### **I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **1. Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the successful Bidder, his agents, representatives, and employees; products and completed operations of the successful Bidder; or automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the successful Bidder shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The successful Bidder's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of successful Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### **2. Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the successful Bidder for the County.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, successful Bidder will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

3. The project's solicitation number and title shall be listed on each certificate.
4. successful Bidder shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. successful Bidder agrees that should at any time successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
6. The successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
8. It is the successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.

- III.** Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of successful Bidder's obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the successful Bidder and shall become a part of the contract.
- V.** Successful Bidder understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

**BID ATTACHMENT 2, TECHNICAL SPECIFICATIONS**

# **CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS**

## **SOUTHWEST WATER RECLAMATION FACILITY STORMWATER SYSTEM REHABILITATION**

**Prepared for  
BOARD OF COUNTY COMMISSIONERS  
COUNTY OF MANATEE, FLORIDA**

**COUNTY PROJECT NO. 6036085**



**ISSUED FOR BID SUBMITTAL**

**JUNE 2022**

**Prepared by**



**1365 Hamlet Ave  
Clearwater, Florida 33756  
Ph: 727/442-7196  
Fax: 727/461-3827**



**TABLE OF CONTENTS**  
**MANATEE COUNTY SWWRF STORMWATER SYSTEM REHABILITATION**  
**ISSUED FOR BID SUBMITTAL**  
**COUNTY PROJECT NO. 6036085**

---

**DIVISION 1 - GENERAL REQUIREMENTS**

00005	Certification .....	00005-1 - 6
01005	General Requirements .....	01005-1 - 9
01010	Summary of Work.....	01010-1 - 3
01015	Control of Work .....	01015-1 - 5
01030	Special Project Procedures .....	01030-1 - 3
01045	Cutting and Patching .....	01045-1 - 2
01050	Field Engineering and Surveying .....	01050-1 - 2
01090	Reference Standards .....	01090-1 - 3
01150	Measurement and Payment .....	01150-1 - 12
01152	Requests for Payment.....	01152-1 - 1
01153	Change Order Procedures .....	01153-1 - 4
01200	Project Meetings .....	01200-1 - 2
01310	Construction Schedule & Project Restraints.....	01310-1 - 5
01340	Shop Drawings, Project Data and Samples .....	01340-1 - 7
01370	Schedule of Values .....	01370-1 - 1
01380	Construction Photographs.....	01380-1 - 2
01410	Testing & Testing Laboratory Services.....	01410-1 - 2
01510	Temporary & Permanent Utilities .....	01510-1 - 2
01570	Traffic Regulation.....	01570-1 - 2
01580	Project Identification & Signs.....	01580-1 - 3
01600	Material .....	01600-1 - 2
01620	Storage and Protection.....	01620-1 - 2
01700	Contract Closeout .....	01700-1 - 3
01710	Cleaning.....	01710-1 - 2
01720	Project Record Documents .....	01720-1 - 4
01740	Warranties and Bonds.....	01740-1 - 2
01900	Permits.....	01900-1 - 1

**DIVISION 2 - SITE WORK**

02010	Subsurface Investigation.....	02010-1 - 1
02050	Demolition .....	02050-1 - 3
02100	Site Preparation .....	02100-1 - 2
02101	Tree Removal and Replacement.....	02101-1 - 1
02221	Trenching, Bedding and Backfill for Pipe.....	02221-1 - 6
02223	Excavation Below Grade and Crushed Stone or Shell Fill.....	02223-1 - 1
02240	Dewatering (During Construction) .....	02240-1 - 3
02260	Finish Grading.....	02260-1 - 2
02276	Temporary Erosion and Sedimentation Control .....	02276-1 - 2
02444	Fencing .....	02444-1 - 7
02485	Seeding and Sodding.....	02485-1 - 3

02513	Asphalt Concrete Paving.....	02513-1 - 10
02575	Pavement Repair and Restoration .....	02575-1 - 3
02612	Reinforced Concrete Drain Pipe.....	02612-1 - 6
02801	Restoration of Surface Improvements .....	02801-1 - 4

**DIVISION 3 - CONCRETE**

03410	Precast Concrete Structures .....	03410-1 - 6
-------	-----------------------------------	-------------

**DIVISION 4 - 16 NOT USED**

**APPENDICES**

**Permitting**

FDEP - Environmental Resource Permit - DEP Project No. 41-0297915-003-EI issued March 24, 2022.

**Geotechnical Reports**

Report of Geotechnical Investigation - Headworks & CCC Rehab - SWWRF - 53<sup>rd</sup> Avenue W Manatee County - DES 178063 dated February 18, 2019 prepared by Driggers Engineering.

Report of Preliminary Geotechnical Investigation - Equalization System Rehabilitation - SWWRF - 53<sup>rd</sup> Avenue W Manatee County - DES 198482 dated January 31, 2020 prepared by Driggers Engineering.

Report of Geotechnical Investigation - Bleach Tank Roofover - SWWRF - 53<sup>rd</sup> Avenue W Manatee County - DES 198480 dated February 24, 2020 prepared by Driggers Engineering.

Boring Location Plan - Proposed Headworks Structure - SWWRF Manatee County - 53<sup>rd</sup> Avenue W - DES 178063 dated December 31, 2018 prepared by Driggers Engineering.

Boring Location Plan - EQ System Rehabilitation - SWWRF Manatee County - 53<sup>rd</sup> Avenue W. - DES 198482 - dated November 29, 2019 - prepared by Driggers Engineering.

Boring Location Plan - Bleach Tank Roofover - SWWRF Manatee County - 53<sup>rd</sup> Avenue W. - DES 198480 - dated November 29, 2019 - prepared by Driggers Engineering.

**This specification includes by reference the Manatee County Public Works Standards, Part I Utilities Standards Manual approved February 26, 2020**

**END OF TOC**

## SECTION 00005 - CERTIFICATION PAGES

### PROFESSIONAL ENGINEER'S CERTIFICATION FOR D. PATRICK JEHLE, JR., PE

PROJECT NAME: SOUTHWEST WATER RECLAMATION FACILITY  
STORMWATER SYSTEM REHABILITATION

The following sections of the Technical Specifications in the Issued for Bid submittal for the above referenced project were prepared under my direction and supervision.

#### DIVISION 1 - GENERAL REQUIREMENTS

01005 General Requirements  
01010 Summary of Work  
01015 Control of Work  
01030 Special Project Procedures  
01045 Cutting and Patching  
01050 Field Engineering and Surveying  
01090 Reference Standards  
01150 Measurement and Payment  
01152 Requests for Payment  
01153 Change Order Procedures  
01200 Project Meetings  
01310 Construction Schedule & Project Restraints  
01340 Shop Drawings, Project Data and Samples  
01370 Schedule of Values  
01380 Construction Photographs  
01410 Testing & Testing Laboratory Services  
01510 Temporary & Permanent Utilities  
01570 Traffic Regulation  
01580 Project Identification & Signs  
01600 Material and Equipment  
01620 Storage and Protection  
01700 Contract Closeout  
01710 Cleaning  
01720 Project Record Documents  
01740 Warranties and Bonds  
01900 Permits

#### DIVISION 2 - SITE WORK

02010 Subsurface Investigation  
02100 Site Preparation  
02101 Tree Removal and Replacement  
02221 Trenching, Bedding and Backfill for Pipe  
02223 Excavation Below Grade and Crushed Stone or Shell Refill  
02240 Dewatering (During Construction)  
02260 Finish Grading  
02276 Temporary Erosion and Sedimentation Control

02444 Fencing  
02485 Seeding and Sodding  
02513 Asphalt Concrete Paving  
02575 Pavement Repair and Restoration  
02615 Reinforced Concrete Drain Pipe  
02801 Restoration of Surface Improvements

**DIVISION 3 - CONCRETE**

03410 Precast Portland Concrete Structures

---

D. Patrick Jehle, Jr., PE  
Florida Professional Engineer No. 71528  
McKim & Creed, Inc.  
1206 N. Palafox Street  
Pensacola, FL 32501

**END OF SECTION**

## DIVISION 1 GENERAL REQUIREMENTS

### SECTION 01005 GENERAL REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 SCOPE AND INTENT

###### A. Description

The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract.

###### B. Work Included

The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, shop drawings, working drawings and other means of construction necessary or proper for performing and completing the work. He shall obtain and pay for all required permits necessary for the work, other than those permits such as the SWFWMD ERP permit which have already been obtained. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the County, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all incidental costs. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made.

The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment.

###### C. Public Utility Installations and Structures

Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto.

The Contractor shall protect all installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the County. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor, which are shown on the Plans or have been located in the field by the utility, shall be repaired by the Contractor, at his expense, as approved by the County. No separate payment shall be made for such protection or repairs to public utility installations or structures.

Public utility installations or structures owned or controlled by the County or other governmental body, which are required by this contract to be removed, relocated, replaced or rebuilt by the Contractor not identified in any separate bid item shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made.

Where public utility installations or structures owned or controlled by the County or other governmental body are encountered during the course of the work, and are not indicated on the Plans or in the Specifications, and when, in the opinion of the County, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the County, for the contractor to accomplish. If such work is accomplished by the utility having jurisdiction, it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be in accordance with the General and Supplemental General Conditions.

The Contractor shall give written notice to County and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the "Sunshine State One-Call of Florida, Inc. Call Center ("Call Sunshine") and per all requirements provided for in the Florida Underground Facilities Damage Prevention and Safety Act (Florida Statutes, Title XXXIII, Chapter 556).

The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the County.

## **1.02 PLANS AND SPECIFICATIONS**

### **A. Plans**

When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.

### **B. Copies Furnished to Contractor**

The Contractor shall furnish each of the subcontractors, manufacturers, and material men such copies of the Contract Documents as may be required for their work. Additional copies of the Plans and Specifications, when requested, may be furnished to the Contractor at cost of reproduction.

### **C. Supplementary Drawings**

When, in the opinion of the County, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications

pertaining thereto, will be prepared by the County and five paper prints thereof will be given to the Contractor.

D. Contractor to Check Plans and Data

The Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the County, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the County, should such errors or omissions be discovered. All schedules are given for the convenience of the County and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials included in work to be done under the Contract.

E. Specifications

The Technical Specifications consist of three parts: General, Products and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements for the work and shall always govern whenever there appears to be a conflict.

F. Intent

All work called for in the Specifications applicable to this Contract, but not shown on the Plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

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, and interpretation of these Specifications shall be made upon that basis.

The inclusion of the Related Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the Contractor and shall not be interpreted as a complete list of related Specification Sections.

### 1.03 MATERIALS

A. Manufacturer

All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request, in writing to the County, that the manufacturer or subcontractor deal directly with the County. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.

B. Delivery

The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

**1.04 INSPECTION AND TESTING**

A. General

Inspection and testing of materials will be performed by the County unless otherwise specified.

For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Three (3) copies of the reports shall be submitted, and authoritative certification thereof must be furnished to the County as a prerequisite for the acceptance of any material.

If, in the making of any test of any material, it is ascertained by the County that the material does not comply with the Contract, the Contractor will be notified thereof and he will be directed to refrain from delivering said material, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the County.

B. Costs

All inspection and testing of materials furnished under this Contract will be performed by the County or duly authorized inspection engineers or inspections bureaus without cost to the Contractor, unless otherwise expressly specified.

C. Failure of Tests

Any defects in the materials or their failure to meet the tests, guarantees or requirements of the Contract Documents shall be promptly corrected by the Contractor. The decision of the County as to whether or not the Contractor has fulfilled his obligations under the Contract shall be final and conclusive. If the Contractor fails to make these corrections or if the improved materials, when tested, shall again fail to meet the guarantees of specified requirements, the County, notwithstanding its partial payment for work, and materials, may reject the materials and may order the Contractor to remove them from the site at his own expense.

In case the County rejects any materials, then the Contractor shall replace the rejected materials within a reasonable time. If he fails to do so, the County may, after the expiration of a period of thirty (30) calendar days after giving him notice in writing, proceed to replace such rejected materials, and the cost thereof shall be deducted from any compensation due or which may become due the Contractor under his Contract.

I. Final Inspection

During such final inspections, the work shall be clean and free from water. In no case will the final pay application be prepared until the Contractor has complied with all requirements set forth and the County has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Document.

**1.05 TEMPORARY STRUCTURES**

A. Temporary Fences

If, during the course of the work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall, at his own expense, if so ordered by the County, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced. The County shall be solely responsible for the determination of the necessity for providing a temporary fence and the type of temporary fence to be used.

**1.06 TEMPORARY SERVICES**

A. First Aid

The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when people are employed on the work.

**1.07 LINES AND GRADES**

A. Grade

All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans, or as given by the County. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

B. Safeguarding Marks

The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of reestablishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or removing without authorization such established points, stakes and marks.

The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, shall bear the cost of reestablishing them if disturbed or destroyed.

C. Datum Plane

All elevations indicated or specified refer to the Mean Sea Level Datum of the NAVD 1988 and/or NGVD 1929.

**1.08 ADJACENT STRUCTURES AND LANDSCAPING**

A. Responsibility

The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Plans, and the removal, relocation and reconstruction of such items called for on the Plans or specified shall be included in the various Contract Items and no separate payments will be made therefore. Where such public and private property, structures of any kind and appurtenances thereto are not shown on the Plans and when, in the opinion of the County, additional work is deemed necessary to avoid interference with the work, payment therefore will be made as provided for in the General Conditions.

Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.

Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the County. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the County.

Prior to the beginning of any excavations, the Contractor shall advise the County of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees

1. All trees and shrubs shall be adequately protected by the Contractor with boxes and otherwise and in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the

Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season and at the sole expense of the Contractor.

2. Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.
3. The County may order the Contractor, for the convenience of the County, to remove trees along the line or trench excavation. If so ordered, the County will obtain any permits required for removal of trees. Such tree removal ordered shall be paid for under the appropriate Contract Items.

C. Lawn Areas

Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod.

D. Restoration of Fences

Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work. The manner in which the fence is repaired or replaced, and the materials used in such work shall be subject to the approval of the County. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or items, or if no specific Item is provided therefore, as part of the overhead cost of the work, and no additional payment will be made therefore.

**1.09 PROTECTION OF WORK AND PUBLIC**

A. Barriers and Lights

During the prosecution of the work, the Contractor shall put up and maintain at all times such barriers and lights as will effectually prevent accidents. The Contractor shall provide suitable barricades, red lights, "danger" or "caution" or "street closed" signs and watchmen at all places where the work causes obstructions to the normal traffic or constitutes in any way a hazard to the public, in accordance with state and local requirements.

B. Smoke Prevention

A strict compliance with ordinances regulating the production and emission of smoke will be required. No open fires will be permitted.

C. Noise

The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all engines or other power equipment shall be provided with mufflers. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

D. Access to Public Services

Neither the materials excavated nor the materials used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.

E. Dust prevention

The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

**1.10 CUTTING AND PATCHING**

- A. The Contractor shall do all cutting, fitting or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the County and in accordance with the Plans and Specifications. The work must be done by competent workmen skilled in the trade required by the restoration.

**1.11 CLEANING**

A. During Construction

During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the County, such material, debris, or rubbish constitutes a nuisance or is objectionable. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

B. Final Cleaning

At the conclusion of the work, all equipment, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

**1.12 MISCELLANEOUS**

A. Protection Against Siltation and Bank Erosion

1. The Contractor shall arrange his operations to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage ditches.
2. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the County which results from his construction operations.

B. Protection of Wetland Areas

The Contractor shall properly dispose of all surplus material, including soil, in accordance with Local, State and Federal regulations. Under no circumstances

shall surplus material be disposed of in wetland areas as defined by the Florida Department of Environmental Protection or Southwest Florida Water Management District.

C. Existing Facilities

The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Requirements and schedules of operations for maintaining existing facilities in service during construction shall be as described in the Special Provisions.

D. Use of Chemicals

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



## SECTION 01010 SUMMARY OF WORK

### PART 1 GENERAL

#### 1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. The work included in this contract consists of the construction:
1. Area A: Maintenance Building - Repave the existing parking lot and access road such that they drain toward a new swale located to the west that will then discharge into the new headworks pond. Modifications to the discharge configuration of the new headworks pond outfall, including removal of the pipe and mitered end sections downstream of the junction structure south of the pond, and conversion of that structure into a bubble-up configuration with a lower discharge elevation than is currently provided by the pipe and MES discharges.
  2. Area B: Dewatering Facilities - Installation of a new 18" piped connection be installed between the improved southern swales and the existing pond to the east, adjacent to 65th Street. All existing pipes, inlets, and swales should be thoroughly cleaned and desilted, and all overgrown vegetation should be cut back and removed.
  3. Area C: Sitewide Flooding South - The existing swale adjacent to the eastern gate and access road be expanded to allow for increased storage and conveyance. The existing fence should be relocated east, closer to the local road connecting the south and east entrances. The intersection and concrete flume northwest of the swale shall be graded and paved with an improved concrete flume into the swale. The swale along the southern plant boundary shall be regraded to a smooth, consistent cross section and profile grade, and have overgrown vegetation cut back and removed. Contractor shall protect the existing ERCP connection to the southern golf course pond during these improvements. The dewatering stormwater pond's existing discharge connection to the north be removed, the existing control structure shall be removed and replaced with a new control structure in the southeastern end of the pond, and a new 14" x 23" ERCP connection be installed directly to the east beneath 65th Street W and into the swale that runs along the golf course.
  4. Area D: Sitewide Flooding North - the three wet ponds within the storage tank site south of the entrance shall be maintained and rehabilitated such that they are returned to their originally designed and permitted conditions. Work shall include removal of sediment from the pond bottoms and banks, discharge structures, inlets, and pipes. Side bank vegetation shall remain but should be cut back in all areas and removed in isolated areas such that flows to and from the ponds are not restricted. The existing swale running north along 65th Street shall be desilted and regraded with a consistent profile and cross section from north of the equalization tank to the golf course and 66th Street W connection.
- B. 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 Drawings.

- C. 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 County.
- D. 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.

**1.02 CONTRACTS**

- A. Construct all the Work under a single contract.

**1.03 WORK SEQUENCE**

- A. All work done under this Contract shall be done with a minimum of inconvenience to the users of the system or facility. The Contractor shall coordinate his work with private property owners such that existing utility services are maintained to all users to the maximum extent possible.
- B. The Contractor shall, if necessary and feasible, construct the work in stages to accommodate the County's use of the premises during the construction period; coordinate the construction schedule and operations with the County's Representative.
- C. The Contractor shall, where feasible, construct the Work in stages to provide for public convenience and not close off public use of any facility until completion of construction to provide alternative usage.

**1.04 CONSTRUCTION AREAS**

- A. The Contractor shall: Limit his use of the construction areas for work and for storage, to allow for:
  - 1. Work by other Contractors.
  - 2. County's Use.
  - 3. Public Use.
- B. Coordinate use of work site under direction of County's Representative.
- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- D. Move any stored products under the Contractor's control, which interfere with operations of the County or separate contractor.
- E. Obtain and pay for the use of additional storage of work areas needed for Contractor operations.

**1.05 COUNTY OCCUPANCY**

- A. It is assumed that portions of the Work will be completed prior to completion of the entire Work. Upon completion of construction of each individual facility, including

testing, if the County, at its sole discretion, desires to accept the individual facility, the Contractor will be issued a dated certificate of completion and acceptance for each individual facility. The County will assume ownership and begin operation of the individual facility on that date and the three-year guaranty period shall commence on that date. The County has the option of not accepting the entire work as a whole until it is completed, tested and approved by the County.

**1.06 PARTIAL COUNTY OCCUPANCY**

- A. The Contractor shall schedule his operations for completion of portions of the Work, as designated, for the County's occupancy prior to substantial completion of the entire work.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



## **SECTION 01015 CONTROL OF WORK**

### **PART 1 GENERAL**

#### **1.01 WORK PROGRESS**

- A. The Contractor shall furnish personnel and equipment which will be efficient, appropriate and adequately sized to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Contract. If at any time such personnel appears to the County to be inefficient, inappropriate, or insufficient for securing the quality of work required for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character, or increase the personnel and equipment and the Contractor shall conform to such order. Failure of the County to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

#### **1.02 PRIVATE LAND**

- A. The Contractor shall not enter or occupy private land outside of easements, except by permission of the affected property owner.

#### **1.03 WORK LOCATIONS**

- A. Work shall be located substantially as indicated on the drawings, but the County reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

#### **1.04 OPEN EXCAVATIONS**

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the County may require special construction procedures such as limiting the length of open trench, prohibiting stacking excavated material in the street and requiring that the trench shall not remain open overnight.
- B. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be barricaded and well lighted at all times when construction is not in progress.

#### **1.05 DISTRIBUTION SYSTEMS AND SERVICES**

- A. The Contractor shall avoid interruptions to water, telephone, cable TV, sewer, gas, or other related utility services. He shall notify the County and the appropriate agency well in advance of any requirement for dewatering, isolating, or relocating

a section of a utility, so that necessary arrangements may be made.

- B. If it appears that utility service will be interrupted for an extended period, the County may order the Contractor to provide temporary service lines at the Contractor's expense. Inconvenience of the users shall be kept to the minimum, consistent with existing conditions. The safety and integrity of the systems are of prime importance in scheduling work.

#### **1.06 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES**

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures and utilities, public or private, including poles, signs, services to building utilities, gas pipes, water pipes, hydrants, sewers, drains and electric and telephone cables and other similar facilities, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by the Contractor at his expense.
- B. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines and sewers). Services to buildings shall be maintained and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the work under the Contract and all costs in connection therewith shall be included in the unit prices established in the Bid.
- D. If, in the opinion of the County, permanent relocation of a utility owned by the County is required, the County may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work as classified in the General Conditions. If relocation of a privately owned utility is required, the County will notify the utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and utility and shall have no claim for delay due to such relocation. The Contractor shall notify public utility companies in writing at least 48 hours (excluding Saturdays, Sundays and legal holidays) before excavating near their utilities.

#### **1.07 TEST PITS**

- A. Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor immediately after the utility location and the surface shall be restored in a manner equal or better than the original condition. No separate payment will be made.

#### **1.08 CARE AND PROTECTION OF PROPERTY**

- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the

part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition equal or better to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the County.

- B. All sidewalks which are disturbed by the Contractor's operations shall be restored to their original or better condition by the use of similar or comparable materials. All curbing shall be restored in a condition equal to the original construction and in accordance with the best modern practice.
- C. Along the location of this work, all fences, walks, bushes, trees, shrubbery and other physical features shall be protected and restored in a thoroughly workmanlike manner unless otherwise shown on the drawings. Fences and other features removed by the Contractor shall be replaced in the location indicated by the County as soon as conditions permit. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be regraded and sodded to equal or exceed original conditions.
- D. Trees close to the work which drawings do not specify to be removed, shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are liable to damage because of his operations, but in no case shall any tree be cut or removed without prior notification to the County. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting and painting according to approved methods, using only approved tools and materials.
- E. The protection, removal and replacement of existing physical features along the line of work shall be a part of the work under the Contract and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the items in the Bid.

#### **1.09 MAINTENANCE OF TRAFFIC**

- A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, Contractor shall, at his own expense, provide normal traffic flow during extended construction stoppage. Extended stoppage will be defined by the County.
- B. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other safety measures which are satisfactory to the County.
- C. Any changes to the traffic pattern require a Traffic Control Plan as detailed in section 01570 of this specification.

#### **1.10 WATER FOR CONSTRUCTION PURPOSES**

- A. In locations where public water supply is available, the Contractor may purchase water for all construction purposes.

- B. The Contractor shall be responsible for paying for all water tap fees incurred for the purpose of obtaining a potable water service or temporary use meter.

#### **1.11 MAINTENANCE OF FLOW**

- A. The Contractor shall at his own cost, provide for the flow of sewers, drains and water courses interrupted during the progress of the work and shall immediately cart away and remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the County well in advance of the interruption of any flow.

#### **1.12 CLEANUP**

- A. During the course of the work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residue resulting from the construction work and at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and shall leave the entire site of the work in a neat and orderly condition.

#### **1.13 COOPERATION WITHIN THIS CONTRACT**

- A. All firms or person authorized to perform any work under this Contract shall cooperate with the General Contractor and his subcontractors or trades and shall assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or directed by the County.

#### **1.14 PROTECTION OF CONSTRUCTION AND EQUIPMENT**

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the Contractor at his own expense.
- B. All structures shall be protected in a manner approved by the County. Should any of the floors or other parts of the structures become heaved, cracked, or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the Contractor, at his own expense and to the satisfaction of the County. If, in the final inspection of the work, any defects, faults, or omissions are found, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the warranty period described in the Contract.

#### **1.15 CONSTRUCTION WITHIN RIGHT-OF-WAY**

- A. Where pipe lines are installed within FDOT right-of-way, all excavation backfill and compaction for the purpose of reconstructing roadways and/or adjacent slopes

contiguous thereto shall be in accordance with FDOT or Manatee County Standards and Specifications, whichever is applicable. Contractor shall satisfy the authorized representative of the FDOT with respect to proper safety procedures, construction methods, required permitting, etc., within the FDOT right-of-way.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



## **SECTION 01030 SPECIAL PROJECT PROCEDURES**

### **PART 1 GENERAL**

#### **1.01 PERMITS**

- A. Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the County to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the County. The costs for obtaining all permits shall be borne by the Contractor.

#### **1.02 CONNECTIONS TO EXISTING SYSTEM**

- A. The Contractor shall perform all work necessary to locate, excavate and prepare for connections to the existing systems all as shown on the Drawings or where directed by the County. The cost for this work and for the actual connection shall be included in the price bid for the project and shall not result in any additional cost to the County. The termination point for each contract shall be as shown on the Contract Drawings.

#### **1.03 RELOCATIONS**

- A. The Contractor shall be responsible for the coordination of the relocation of structures, including but not limited to light poles, power poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. No relocation of the items under this Contract shall be done without approval from the County.

#### **1.04 EXISTING UNDERGROUND PIPING, STRUCTURES AND UTILITIES**

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines as to avoid damage to the existing lines.
- B. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice.
- C. The existing utility locations are shown without express or implied representation, assurance, or guarantee that they are complete or correct or that they represent a true picture of underground piping to be encountered. The Contractor shall be responsible for notifying the various utility companies to locate their respective utilities in advance of construction in conformance with all requirements provided for in the Florida Underground Facilities Damage Prevention and Safety Act (Florida Statutes, Title XXXIII, Chapter 556).
- D. The existing piping and utilities that interfere with new construction shall be rerouted as shown, specified, or required. Before any piping and utilities not shown

on the Drawings are disturbed, the Contractor shall notify the County and shall provide suggestions on how best to resolve the issue.

- E. The Contractor shall exercise care in any excavation to locate all existing piping and utilities. All utilities which do not interfere with complete work shall be carefully protected against damage. Any existing utilities damaged in any way by the Contractor shall be restored or replaced by the Contractor at his expense as directed by the County.

#### **1.05 SUSPENSION OF WORK DUE TO WEATHER**

- A. Refer to FDOT Standards and Specifications Book, Section 8.

#### **1.06 HURRICANE PREPAREDNESS PLAN**

- A. Within 30 days of the date of Notice to Proceed, the Contractor shall submit to the County a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the County in case of a hurricane warning.
- B. In the event of inclement weather, or whenever County shall direct, Contractor shall insure that he and his Subcontractors shall carefully protect work and materials against damage or injury from the weather. If, in the opinion of the County, any portion of work or materials is damaged due to the failure on the part of the Contractor or Subcontractors to protect the work, such work and materials shall be removed and replaced at the expense of the Contractor.

#### **1.07 POWER SUPPLY**

- A. Electricity as may be required for construction and permanent power supply shall be secured and purchased by the Contractor.

#### **1.08 DEWATERING**

- A. The Contractor shall do all groundwater pumping necessary to facilitate the required construction operations with his own equipment.
- B. The Contractor shall pump out water which may seep or leak into the excavations for the duration of the Contract and with his own equipment. He shall dispose of this water in an appropriate manner.

#### **1.09 ADDITIONAL PROVISIONS**

- A. Before commencing work the Contractor shall notify the County, in writing, at least 10 calendar days in advance of the date he proposes to commence such work.
- B. The Contractor shall provide, at his own expense, all necessary temporary facilities for access to and for protection of, all existing facilities. The County's personnel must have ready access at all times to the existing facilities. The Contractor is responsible for all damage to existing structures, equipment and facilities caused by his construction operations and must repair all such damage when and as ordered by the County.

**1.10 CONSTRUCTION CONDITIONS**

- A. The Contractor shall strictly adhere to the specific requirements of the governmental unit(s) and/or agency(ies) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

**1.11 PUBLIC NUISANCE**

- A. The Contractor shall not create a public nuisance including but not limited to encroachment on adjacent lands, flooding of adjacent lands, excessive noise or dust.
- B. Sound levels must meet Manatee County Ordinance #87-34, (which amends Ordinance 81-3, The Manatee County Noise Control Ordinance). Sound levels in excess of such ordinance are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the County for excessive noise shall not relieve the Contractor of the other portions of this specification.
- C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

**1.12 WARRANTIES**

- A. All improvements executed under these Specifications shall be warranted by the Contractor for a period of three (3) years. Warranty period shall commence on the date of County acceptance.

**1.13 FUEL STORAGE & FILLING**

- A. If the contractor is storing fuel on site or doing his own fuel filling of portable equipment (other than hand-held equipment), he is responsible for any required response, clean-up or reporting required, at no additional cost to the county.
- B. The Contractor shall prepare and submit a fuel storage / spill abatement plan prior to start of construction if required.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



## **SECTION 01045 CUTTING AND PATCHING**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall be responsible for all cutting and patching, including excavation and backfill, required to complete the work or to:
  - 1. Make its improvements tie together properly with existing conditions to remain.
  - 2. Uncover portions of the work to provide for installation of ill-timed work.
  - 3. Remove and replace defective work.
  - 4. Remove and replace work not conforming to requirements of Contract Documents.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS**

- A. Comply with specifications and standards for each specific product involved.

### **PART 3 EXECUTION**

#### **3.01 INSPECTION**

- A. Inspect existing conditions of project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products, or performance of work.
- C. Report unsatisfactory or questionable conditions to County. Do not proceed with work until County has provided further instructions.

#### **3.02 PREPARATION**

- A. Provide adequate temporary support as necessary to assure structural integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of project from damage.
- C. Provide protection from elements for that portion of the project which may be exposed by cutting and patching work and maintain excavations free from water.

#### **3.03 PERFORMANCE**

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Fit and adjust improvements to provide a finished installation complying with specified materials, functions, tolerances, and finishes.
- D. Restore work which has been cut or removed; construct improvements to provide completed work in accordance with the requirements of the Contract Documents.

**END OF SECTION**

## **SECTION 01050 FIELD ENGINEERING AND SURVEYING**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall provide and pay for field surveying service required for the project.
- B. The Contractor shall furnish and set all necessary stakes to establish the lines and grades as shown on the Contract Drawings and layout each portion of the Work of the Contract.

#### **1.02 QUALIFICATION OF SURVEYOR AND ENGINEER**

- A. All construction staking shall be conducted by or under the supervision of a Florida Registered Professional Surveyor and Mapper. The Contractor shall be responsible for the layout of all such lines and grades, which will be subject to verification by the County.

#### **1.03 SURVEY REFERENCE POINTS**

- A. Existing basic horizontal and vertical control points for the Project are designated on the Contract Drawings.
- B. Locate and protect all survey monumentation, property corners and project control points prior to starting work and preserve all permanent reference points during construction. All costs associated with the replacement of all survey monumentation, property corners and project control points shall be borne by the Contractor.
- C. Make no changes or relocations without prior written notice to County.
- D. Report to County when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
- E. Require surveyor to replace project control points which may be lost or destroyed.
- F. Establish replacements based on original survey control.

#### **1.04 PROJECT SURVEY REQUIREMENTS**

- A. The Contractor shall establish temporary bench marks as needed, referenced to data established by survey control points.

#### **1.05 RECORDS**

- A. The Contractor shall employ a Professional Engineer or Surveyor registered in the State of Florida to verify survey data and properly prepare record drawings per Section 01720.

**PART 2      PRODUCTS (NOT USED)**

**PART 3      EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01090 REFERENCE STANDARDS

### PART 1 GENERAL

#### 1.01 REQUIREMENTS

- A. Abbreviations and acronyms used in Contract Documents to identify reference standards.
- B. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes established stricter standards.
- C. Publication Date: The most recent publication in effect on the date of issue of cContract Documents, except when a specific publication date is specified.

#### 1.03 ABBREVIATIONS, NAMES AND ADDRESSES OR ORGANIZATIONS

Obtain copies of reference standards direct from publication source, when needed for proper performance of work, or when required for submittal by Contract Documents.

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AASHTO	American Association of State Highway and Transportation Officials 444 North Capital Street, N.W. Washington, DC 20001
ACI	American Concrete Institute Box 19150 Reford Station Detroit, MI 48219
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AISC	American Institute of Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16th Street NW Washington, DC 20036

ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 179I Tullie Circle, N.E. Atlanta, GA 30329
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
AWS	American Welding Society 2501 N.W. 7th Street Miami, FL 33125
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street, Suite 2110 Chicago, IL 60601
FDEP	Florida Department of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, Florida 32399
FDOT	Florida Department of Transportation Standards Specifications for Road and Bridge Construction Maps & Publication Sales - Mail Station 12 605 Suwannee St. Tallahassee, FL 32399-0450
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
MCPW UTIL STD	Manatee County Utility Engineering 1022 26 <sup>th</sup> Ave E Bradenton, FL 34208
MLSFA	Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601

MMA Monorail Manufacturer's Association  
1326 Freeport Road  
Pittsburgh, PA 15238

NAAMM National Association of Architectural Metal Manufacturers  
221 North LaSalle Street  
Chicago, IL 60601

NEMA National Electrical Manufacturer's Assoc.  
2101 L Street N.W.  
Washington, DC 20037

OHSA Occupational Safety and Health Assoc.  
5807 Breckenridge Pkwy., Suite A  
Tampa, FL 33610-4249

PCA Portland Cement Association  
5420 Old Orchard Road  
Skokie, IL 20076

PCI Prestressed Concrete Institute  
20 North Wacker Drive  
Chicago, IL 60606

SDI Steel Door Institute  
712 Lakewood Center North  
Cleveland, OH 44107

SMACNA Sheet Metal and Air Conditioning Contractor's National Association  
8224 Old Court House Road  
Vienna, VA 22180

SSPC Steel Structures Painting Council  
402 24<sup>th</sup> Street, Suite 600  
Pittsburgh, PA 15213

SWFWMD Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604-6899

UL Underwriter's Laboratories, Inc.  
333 Pfingston Road  
Northbrook, IL 60062

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



## **SECTION 01150 MEASUREMENT AND PAYMENT**

### **PART 1 GENERAL**

#### **1.01 SCOPE**

- A. The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Form section of the Contract Documents. Payment will be made based on the specified items included in the description in this section for each bid item.
- B. All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as specified in the Contract Documents to be performed under this Contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the Specifications. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.

#### **1.02 ESTIMATED QUANTITIES**

- A. The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The County does not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

#### **1.03 WORK OUTSIDE AUTHORIZED LIMITS**

- A. No payment will be made for work constructed outside the authorized limits of work.

#### **1.04 MEASUREMENT STANDARDS**

- A. Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

#### **1.05 AREA MEASUREMENTS**

- A. In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

#### **1.06 LUMP SUM ITEMS**

- A. Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be complete, tested and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the lump sum

totals.

## 1.07 UNIT PRICE ITEM

- A. Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work. Final payments shall not be requested by the Contractor or made by the County until as-built (record) drawings have been submitted and approved by the County.

1. Project signs and photographs.
2. Removal, repair, replacement or relocation of all signs, walls, private irrigation systems and related items.
3. Rubbish and spoil removal.
4. Shop Drawings, Working Drawings.
5. Clearing, grubbing and grading except as hereinafter specified.
6. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
7. Dewatering and disposal of surplus water.
8. Structural fill, backfill, and grading.
9. Replacement of unpaved roadways, and shrubbery plots.
10. Cleanup & miscellaneous work.
11. Foundation and borrow materials, except as hereinafter specified.
12. Testing and placing system in operation.
13. Any material and equipment required to be installed and utilized for the tests.
14. Pipe, structures, pavement replacement, asphalt and shell driveways and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
15. Maintaining the existing quality of service during construction.
16. Appurtenant work as required for a complete and operable system.
17. Seeding and hydromulching.

**(THE BID ITEM SECTION IS TO BE COMPLETED FOR EACH ITEM TO BE BID. EXAMPLES AS FOLLOWS)**

### **BID ITEM NO.1: MOBILIZATION**

Measurement and payment for this Bid Item shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, all required insurance for the project and the Contractor's mobilization and demobilization costs as shown in the Bid Form. Mobilization includes, but it not limited to: preparation and movement of personnel, equipment, supplies and incidentals such as safety and sanitary supplies/ facilities

Payment for mobilization shall not exceed 10 percent (10%) of the total Contract cost unless the Contractor can prove to the County that his actual mobilization cost exceeds 10 percent (10%).

Partial payments for this Bid Item will be made in accordance with the following schedule:

Percent of Original Contract Amount:	Percent Allowable Payment of Mobilization/Demobilization Bid Item Price:
5	25
10	35
25	45
50	50
75	75
100	100

These payments will be subject to the standard retainage provided in the Contract. Payment of the retainage will be made after completion of the work and demobilization.

**BID ITEM NO. 2 - SILT FENCE**

Measurement will be based on the actual linear feet of silt fence installed, as measured along the face of the silt fence. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to satisfactorily furnish and install the silt fence at the locations shown on the Drawings, also including routine inspection, removal of accumulated sediment, maintenance and replacement, removal at the end of construction after upgrade areas are stabilized, and restoration of the areas disturbed by the installation, maintenance, and removal of the silt fence to match the adjacent existing conditions or per the proposed limits of sodding shown in the plans.

- 2A - Type III (Standard)
- 2B - Type IV (Wire-Backed)

**BID ITEM NO. 3 - TREE PROTECTION**

Measurement will be based on the actual linear feet of tree protection barricades installed, as measured along the face of the barricade. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to satisfactorily furnish and install tree protection barricades at the locations shown on the Drawings, also including routine inspection, maintenance and replacement, removal at the end of construction after upgrade areas are stabilized, and restoration of the areas disturbed by the installation, maintenance, and removal of the silt fence to match the adjacent existing conditions or per the proposed limits of sodding shown in the plans.

**BID ITEM NO. 4 - BALED HAY OR STRAW**

Measurement will be based on the actual number baled hay or straw units that are installed. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to satisfactorily furnish and install the bales at the locations shown on the Drawings, also including inspection, maintenance and replacement, removal at the end of construction after upgrade

areas are stabilized, and restoration of the areas disturbed by the installation, maintenance, and removal of the bales to match the adjacent existing condition or per the proposed limits of sodding shown in the plans.

#### **BID ITEM NO. 5 - EROSION CONTROL PLAN PREPARED BY A CERTIFIED TECHNICIAN**

Payment of all work included in this Bid Item will be made at the applicable Contract lump sum price for furnishing all labor, materials and equipment necessary to develop an erosion control plan to supplement or otherwise revise the erosion control measures shown on the drawings. In that the erosion control measures shown on the drawings represent only the minimum requirements for the job as a whole, and that additional measures may be necessary based on the Contractor's intended means, methods, and project sequencing, the Contractor must develop his own Erosion Control Plan to ensure that sediment, turbidity, and other forms of soil/solids transport are not allowed to exit the active work zones. The Erosion Control Plan shall be developed by a Certified Technician, defined as a person that: 1. Has successfully completed the FDEP Stormwater, Erosion, and Sedimentation Control Inspector Training Program and received a certificate of completion., 2. Has successfully completed an equivalent formal training program; or 3. Is qualified by other training or practical experience in the field of stormwater pollution prevention and erosion and sedimentation control.

#### **BID ITEM NO. 6 - CONSTRUCT STABILIZED GRAVEL ENTRANCE**

Measurement will be based on the actual number of square yards of gravel entrance installed, as measured within the boundary of the installed entrance. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to satisfactorily install, maintain, and remove at the end of construction stabilized gravel entrances at the ingress/egress points of the active work zones, including stabilized base, geotextile fabric, and aggregate, and for and restoration of the areas disturbed by the installation, maintenance, and removal of the gravel entrance to match the adjacent existing conditions or per the proposed limits of sodding shown in the plans.

#### **BID ITEM NO. 7 - NPDES CONSTRUCTION GENERAL PERMIT, NOI, NOT, & SWPPP**

Payment of all work included in this Bid Item will be made at the applicable Contract lump sum price for furnishing all labor, materials and equipment necessary to develop a Stormwater Pollution Prevention Plan (SWPPP) narrative document and supporting exhibits; for submitting a Notice of Intent (NOI) to FDEP to authorize coverage under FDEP's NPDES Construction General Permit (CGP); for executing the inspections required under the CGP; for record keeping and documentation of inspections; and for submitting a Notice of Termination (NOT) to FDEP after all disturbed areas are stabilized.

#### **BID ITEM NO. 8 - CLEARING & GRUBBING**

Measurement will be based on the actual number of acres that are cleared and grubbed, as measured within the boundary of cleared and grubbed areas. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials,

and equipment necessary to perform clearing and grubbing at locations necessary to facilitate installation of the proposed improvements, including removal of trees and other landscape features less than 12" in diameter, stripping of topsoil, root mat, and other organics down to the top of underlying native soil, off-site disposal of debris, leveling of terrain, etc.

**BID ITEM NO. 9 - TREE REMOVAL, 12"+**

Measurement will be based on the actual number trees with diameters of 12" or greater. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to remove trees 12" or greater in diameter at locations shown on the Drawings, including removal of branches, trunk, stump, and root mass, off-site disposal of debris, leveling of terrain, etc.

**BID ITEM NO. 10 - SAW CUT EXISTING ASPHALT**

Measurement will be based on the actual linear feet of saw cut, as measured along the alignment of the saw cut. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to saw cut existing asphalt at locations shown on the Drawings, including the surface course and structural course(s) (if present) down to the top of base course.

**BID ITEM NO. 11 - PAVEMENT REMOVAL**

Measurement will be based on the actual number of square yards of pavement removal. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to remove existing pavements, including adjacent curbs where shown on the Drawings, surface courses, structural course(s) (if present), base material down to the top of stabilized subgrade and/or native soils where encountered, and off-site disposal of removed materials.

- 11A - Asphalt
- 11B - Concrete
- 11C - Gravel

**BID ITEM NO. 12 - STORM STRUCTURE REMOVAL**

Measurement will be based on the actual number structures that are removed. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to remove existing structures at the locations shown on the Drawings, also including off-site disposal of removed structures, backfill, and leveling of terrain.

- 12A - Ditch Bottom Inlet
- 12B - Mitered End Section

**BID ITEM NO. 13 - PIPE REMOVAL**

Measurement will be based on the actual linear feet of pipe removed, as measured along the centerline of the removed pipe. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to remove the pipe and any bedding materials (if present) down to native soils at

locations shown on the Drawings, also including off-site disposal of removed pipe, sealing any remaining pipe or structures in a watertight fashion such as brick and mortar, manufactured cap, manufactured plug, or similar, and leveling of terrain.

13A - Stormwater

13B - Abandoned Sanitary Force Main

#### **BID ITEM NO. 13C - PIPE ABANDONMENT GROUT**

Measurement will be based on the actual linear feet of abandoned pipe that is grout filled, as measured along the centerline of the abandoned pipe. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to cap and grout fill the pipe between the limits shown on the Drawings.

#### **BID ITEM NO. 14 - CLEAN EXISTING STORM SYSTEM**

Measurement will be based on the actual linear feet of storm system that is cleaned, as measured along the centerline of the pipe, trench drain, or similar, and through the center of any structures along the length of cleaning. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to clean the existing storm system at locations shown on the Drawings, including flushing of all sediment and debris within the system, vacuum and/or manual removal of sediment and debris and off-site disposal of removed materials.

#### **BID ITEM NO. 15 - FENCE REMOVAL**

Measurement will be based on the actual linear feet of fence removed, as measured along the alignment of the removed fence. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to remove fence at locations shown on the Drawings, including fabric, rails, posts, wire, gates, foundations, etc., and leveling of terrain.

#### **BID ITEM NO. 16 - DEWATERING HEADWORKS POND**

Payment of all work included in this Bid Item will be made at the applicable Contract lump sum price for furnishing all labor, materials and equipment necessary to dewater the existing headworks pond in Area A, including pump(s), shoring, cofferdams, piling, etc. as required by the Contractor's dewatering means and methods, and all permitting, monitoring, testing, and reporting to ensure compliance with all applicable local, state, and federal statutes, including but not limited to F.A.C. 62-621.300(2).

#### **BID ITEM NO. 17 - UNDERGROUND UTILITY IDENTIFICATION AND PROTECTION**

Payment of all work included in this Bid Item will be made at the applicable Contract lump sum price for furnishing all labor, materials and equipment necessary to identify and protect all underground utilities within the limits of proposed work, including designation by GPR, EM, potholing, etc.; temporary support, bracing, and/or other methods of protecting utilities exposed by required excavations or in proximity to the installation of proposed improvements; and restoration/repair of any existing utilities that are damaged or impaired due to inadequate identification or protection.

**BID ITEM NO. 18 - ADJUST EXISTING VALVE BOXES AND VAULTS TO FINISHED GRADE**

Payment of all work included in this Bid Item will be made at the applicable Contract lump sum price for furnishing all labor, materials and equipment necessary to adjust existing valve boxes, vaults, and similar on-grade enclosures such that their rings, covers, lids, tops, etc. are left flush with finished grade within areas of proposed work shown on the Drawings.

**BID ITEM NO. 19 - EARTHWORK - EXCAVATION**

Measurement will be based on the actual number of cubic yards of soil removal based on volume of in-place excavation. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to excavate existing soils as necessary to facilitate proposed grading shown on the Drawings, and transport of suitable soils to other areas of proposed work for placement as fill and/or off-site disposal of excess or unsuitable soils.

**BID ITEM NO. 20 - EARTHWORK - ESTABLISHING GRADE**

Measurement will be based on the actual number of square yards of project area in which grading operations are required to establish proposed grades. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to establish proposed grades, including placement, compaction, and compaction testing of suitable materials in areas of fill, rough grading areas of excavation and fill, and fine grading of all areas of work to achieve plan grades shown on the Drawings.

**BID ITEM NO. 21 - SODDING**

Measurement shall be per square yards of sod installed that is established, viable, growing and ready for approval and acceptance by the County at the time of request for payment. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to install new sod at the locations shown on the Drawings, including fine grading underlying native soils to ensure top of root mass is +/- 1" below adjacent hard surfaces, placement of topsoil, installation with staggered joints between pieces, overlapping downgrade edges and pinning in areas of slope and/or channelized flow of water, temporary watering until roots are established, and mowing and litter removal until time of acceptance by the County. Sod that is placed with root mat above edges of adjacent hard surfaces or in another manner that impedes the intended flow patterns off of hard surfaces or across sodded areas will not be accepted.

**BID ITEM NO. 22 - REINFORCED CONCRETE PIPE**

Measurement will be based on the actual number of linear feet of reinforced concrete pipe that is satisfactorily furnished and installed, as measured along the length of the reinforced concrete pipe from structure to structure. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to install the reinforced concrete pipe at the locations shown on the Drawings, also including excavation, bedding, backfilling,

compaction, sloping, sheeting or shoring, wrapping of pipe joints, disposal of unsuitable material and replacement of disposed unsuitable material.

- 22A - 18" RCP
- 22B - 14"x23" ERCP

### **BID ITEM NO. 23 - PRE-CAST INLETS**

Measurement will be based on the actual number of pre-cast inlets with grates, (height varies) that are satisfactorily furnished and installed. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to furnish and install the precast inlets at the locations shown on the Drawings, also including excavation, bedding, backfilling, compaction, sloping, sheeting or shoring, disposal of unsuitable material and replacement of disposed unsuitable material, wrapping all joints of the structures, trimming pipe connections flush with structure walls, installing watertight mortared pipe connections, and installing poured invert channels in structure bottom.

- 23A - Type "E" with Double Traversable Slot
- 23B - Type "E" with Single Traversable Slot
- 23C - Type "H"
- 23D - Type "F"

### **BID ITEM NO. 24 - NEW STORM CONNECTIONS TO EXISTING STRUCTURES, PIPES**

Measurement will be based on the actual number of connections of new storm pipe to existing structures and new storm structures to existing pipes. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to modify existing structures and pipe and make watertight mortared connections between existing and new features.

### **BID ITEM NO. 25 - CONCRETE MITERED END SECTION**

Measurement will be based on the actual number of concrete mitered end sections that are satisfactorily furnished and installed. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to furnish and install concrete mitered end sections at the locations shown on the Drawings, also including excavation, bedding, backfilling, compaction, sloping, sheeting or shoring, disposal of unsuitable material and replacement of disposed unsuitable material, and watertight mortared connection between the input pipe and the end section.

- 25A - 18" Concrete Mitered End Section
- 25B - 12"x18" Concrete Mitered End Section
- 25C - 14"x23" Concrete Mitered End Section
- 25D - 19"x30" Mitered End Section

### **BID ITEM NO. 26 - CONCRETE FLUME**

Measurement will be based on the actual number of square yards of concrete flumes that are satisfactorily furnished and installed. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to furnish and install concrete flumes at the locations shown on the Drawings, also including excavation, bedding, backfilling, compaction, sloping, and disposal of unsuitable material and replacement of disposed unsuitable material.

**BID ITEM NO. 27 - RIPRAP PAD**

Measurement will be based on the actual number of square yards of minimum 24" thick riprap pads that are satisfactorily furnished and installed. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to furnish and install rip rap pads at the locations shown on the Drawings, also including excavation to ensure top of stone does not extend above flow line of adjacent input structure, disposal of unsuitable material and replacement of disposed unsuitable material, bedding stone, and engineering fabric. Riprap pads that have stone extending above the flow line or otherwise impeding the normal course of flow from adjacent input structures will not be accepted.

**BID ITEM NO. 28 - STABILIZED SUBGRADE - 8"**

Measurement will be based on the actual number of square yards of minimum 8" thick stabilized subgrade that is satisfactorily furnished and installed. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to place suitable subgrade material and/or improve native soils to serve as subgrade at locations of new asphalt pavement and curbing shown on the Drawings, also including compaction and compaction testing.

**BID ITEM NO. 29 - LIMEROCK BASE - 8"**

Measurement will be based on the actual number of square yards of minimum 8" thick limerock base course that is satisfactorily furnished and installed. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to place base material beneath areas of new asphalt pavement shown on the Drawings, also including compaction and compaction testing.

**BID ITEM NO. 30 - PRIME COAT**

Measurement will be based on the actual number of square yards of asphaltic tack coat that is satisfactorily furnished and installed on top of limerock base course prior to installation of asphalt surface course. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to place base material on top of limerock base course in areas of new asphalt pavement shown on the Drawings

**BID ITEM NO. 31 - ASPHALT - 3" SP-12.5**

Measurement will be based on the actual number of square yards of asphalt that is

satisfactorily furnished and installed. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to place new asphalt at locations shown on the Drawings, including placement of asphalt course, breakdown rolling with steel wheel roller, second pass rolling with pneumatic rubber tire roller, finish rolling with steel wheel roller, key in joint at connections to existing pavements, and materials testing to demonstrate compliance with thickness and surface smoothness requirements. Areas of new asphalt that have areas of ponding water without suitable runoff of water off of pavement surface will not be accepted.

**BID ITEM NO. 32 - STEEL REINFORCED CONCRETE - 6"**

Measurement will be based on the actual number of square yards of traffic rated, steel reinforced concrete road that is satisfactorily furnished and installed. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to place new reinforced concrete at locations shown on the Drawings, including free-draining stabilized subgrade, rock base, steel reinforcing, greased dowels (where required), and concrete with all joints and finishing as specified.

**BID ITEM NO. 33 - GRAVEL ACCESS ROAD**

Measurement will be based on the actual number of square yards of gravel access road that is satisfactorily furnished and installed. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to place new gravel access road at locations shown on the Drawings, including stabilized subgrade, engineering fabric, and #57 stone.

**BID ITEM NO. 34 - CONCRETE CURB**

Measurement will be based on actual linear feet of new concrete curb installed, measured along the edge of pavement adjacent to which the curb is located. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials and equipment necessary to place new curb at locations shown on the Drawings, including forming, furnishing, placing the concrete, installing joints, finishing as specified, and all incidentals necessary for completion.

- 34A - Type "F" with Gutter
- 34B - 12" Ribbon

**BID ITEM NO. 35- CHAINLINK FENCE**

Measurement will be based on the actual linear feet of 6' tall chainlink fence installed, as measured along the alignment of the fence. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to install fence at locations shown on the Drawings, including fabric, rails, posts, wire, foundations, and related incidentals.

**BID ITEM NO. 36 - CANTILEVER SLIDE GATE**

Measurement will be based on the actual number of slide gates installed. Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment necessary to install gates at locations shown on the Drawings,

including fabric, rails, posts, wire, rollers, foundations, etc.

**BID ITEM NO. 37 - BUILDING PERMITTING ALLOWANCE**

Payment of all work included in this Bid Item will be made for the actual cost paid to obtain the Building Permit. Contractor shall include the receipt with his pay application for reimbursement.

**BID ITEM NO. 38 - RECORD DRAWINGS**

Payment for all work included under this Bid Item shall be made at the Contract lump sum price bid listed in the Bid Form and shall represent full compensation for all labor, materials and equipment required to generate and provide record drawings approved and accepted by the County. Record drawings shall be in strict accordance with Section 1.14 of the Manatee County Public Work Utility Standards.

**BID ITEM NO. 39 - CONTRACT CONTINGENCY**

Payment for all work under this Bid Item shall be made only at the County's discretion. This Bid Item shall not exceed 10% of the Bidders Total Base Bid. The Bidder shall calculate and enter a dollar amount for this Bid Item.

**PART 2      PRODUCTS (NOT USED)**

**PART 3      EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01152 REQUESTS FOR PAYMENT**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Submit Applications for Payment to the Project Manager or as directed at the preconstruction meeting, in accordance with the schedule established by Conditions of the Contract and Agreement between County and Contractor.

#### **1.02 FORMAT AND DATA REQUIRED**

- A. Submit payment requests in the form provided by the County with itemized data typed in accordance with the Bid Form.
- B. Provide construction photographs in accordance with Contract Documents.

#### **1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS**

- A. When the County requires substantiating data, Contractor shall submit suitable information with a cover letter.
- B. Submit one copy of data and cover letter for each copy of application.

#### **1.04 PREPARATION OF APPLICATION FOR FINAL PAYMENT**

- A. Fill in application form as specified for progress payments.

#### **1.05 SUBMITTAL PROCEDURE**

- A. Submit applications for payment at the times stipulated in the Agreement.
- B. Number: Three (3) copies of each application; all signed and certified by the Contractor.

### **PART 2 PRODUCTS (NOT USED)**

### **PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



## **SECTION 01153 CHANGE ORDER PROCEDURES**

### **PART 1 GENERAL**

#### **1.01 DEFINITION**

- A. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V of the General Conditions of the Construction Agreement.
- B. Administrative Change Adjustment: Minor change order under 10% of project cost or 20% time, does not have to be Board approved.
- C. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner's contingency funds.
- D. Field Order: Minor change to contract work that does not require adjustment of contract sum or expected date of completion.

#### **1.02 REQUIREMENTS INCLUDED**

- A. The Contractor shall promptly implement change order procedures:
  - 1. Provide full written data required to evaluate changes.
  - 2. Maintain detailed records of work done on a time-and-material/force account basis.
  - 3. Provide full documentation to County on request.
- B. The Contractor shall designate a member of the Contractor's organization who:
  - 1. Is authorized to accept changes to the Work.
  - 2. Is responsible for informing others in the Contractor's employ of the authorized changes into the Work.

#### **1.03 PRELIMINARY PROCEDURES**

- A. Project Manager may initiate changes by submitting a Request to Contractor. Request will include:
  - 1. Detailed description of the change, products, costs and location of the change in the Project.
  - 2. Supplementary or revised Drawings and Specifications.
  - 3. The projected time extension for making the change.
  - 4. A specified period of time during which the requested price will be considered valid.
  - 5. Such request is for information only and is not an instruction to execute the changes, nor to stop work in progress.

- B. Contractor may initiate changes by submitting a written notice to the Project Manager, containing:
  - 1. Description of the proposed changes.
  - 2. Statement of the reason for making the changes.
  - 3. Statement of the effect on the Contract Sum and the Contract Time.
  - 4. Statement of the effect on the work of separate contractors.
  - 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

#### 1.04 FIELD ORDER CHANGE

- A. In lieu of a Change Order, the Project Manager may issue a Field Order for the Contractor to proceed with additional work within the original intent of the Project.
- B. Field Order will describe changes in the work, with attachments of backup information to define details of the change.
- C. Contractor must sign and date the Field Order to indicate agreement with the terms therein.

#### 1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal and for each unit price which has not previously been established, with sufficient substantiating data to allow the County to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations:
  - 1. Labor required.
  - 2. Equipment required.
  - 3. Products required.
    - a. Recommended source of purchase and unit cost.
    - b. Quantities required.
  - 4. Taxes, insurance and bonds.
  - 5. Credit for work deleted from Contract, similarly documented.
  - 6. Overhead and profit.
  - 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal.
  - 1. Name of the County's authorized agent who ordered the work and date of the order.
  - 2. Date and time work was performed and by whom.
  - 3. Time record, summary of hours worked and hourly rates paid.
  - 4. Receipts and invoices for:
    - a. Equipment used, listing dates and time of use.

- b. Products used, listing of quantities.
- c. Subcontracts.

**1.06 PREPARATION OF CHANGE ORDERS**

- A. Project Manager will prepare each Change Order.
- B. Change Order will describe changes in the Work, both additions and deletions, with attachments as necessary to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

**1.07 LUMP SUM/FIXED PRICE CHANGE ORDER**

- A. Project Manager initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by the Contractor, or requests from the County, or both.
- B. Once the form has been completed, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to County for approval. The County will distribute executed copies after approval by the Board of County Commissioners.

**1.08 UNIT PRICE CHANGE ORDER**

- A. Contents of Change Orders will be based on, either:
  - 1. County's definition of the scope of the required changes.
  - 2. Contractor's Proposal for a change, as approved by the County.
  - 3. Survey of completed work.
- B. The amounts of the unit prices to be:
  - 1. Those stated in the Agreement.
  - 2. Those mutually agreed upon between County and Contractor.

**1.09 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION**

- A. Refer to Article V.5.6 of the General Conditions of the Construction Agreement.

**1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS**

- A. Periodically revise Schedule of Values and Application for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time. Revise sub schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record

Documents.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01200 PROJECT MEETINGS

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. The County shall schedule the pre-construction meeting, periodic progress meetings and special meetings, if required, throughout progress of work.
- B. Representatives of contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The Contractor shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules.

#### 1.02 PRE-CONSTRUCTION MEETING

- A. Attendance:
  - 1. County's Engineer.
  - 2. County's Project Manager
  - 3. Contractor.
  - 4. Resident Project Representative.
  - 5. Related Labor Contractor's Superintendent.
  - 6. Major Subcontractors.
  - 7. Major Suppliers.
  - 8. Others as appropriate.
- B. Suggested Agenda:
  - 1. Distribution and discussion of:
    - a. List of major subcontractors.
    - b. Projected Construction Schedules.
    - c. Coordination of Utilities
  - 2. Critical work sequencing.
  - 3. Project Coordination.
    - a. Designation of responsible personnel.
    - b. Emergency contact persons with phone numbers.
  - 4. Procedures and processing of:
    - a. Field decisions.
    - b. Submittals.
    - c. Change Orders.
    - d. Applications for Payment.
  - 5. Procedures for maintaining Record Documents.

6. Use of premises:
  - a. Office, work and storage areas.
  - b. County's REQUIREMENTS.
7. Temporary utilities.
8. Housekeeping procedures.
9. Liquidated damages.
10. Equal Opportunity Requirements.
11. Laboratory testing.
12. Project / Job meetings: Progress meeting, other special topics as needed.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01310 CONSTRUCTION SCHEDULE & PROJECT RESTRAINTS**

### **PART 1 GENERAL**

#### **1.01 GENERAL**

- A. Construction under this contract must be coordinated with the County and accomplished in a logical order to maintain utilization and flow through existing facilities and public properties and rights-of-way and to allow construction to be completed within the time allowed by Contract Documents and in the manner set forth in the Contract.

#### **1.02 CONSTRUCTION SCHEDULING GENERAL PROVISIONS**

- A. No work shall be done between 7:00 p.m. and 7:00 a.m. nor on weekends or legal holidays without written permission of the County. However, emergency work may be done without prior permission.
- B. Night work may be established by the Contractor as regular procedure with the written permission of the County. Such permission, however, may be revoked at any time by the County if the Contractor fails to maintain adequate equipment and supervision for the proper execution and control of the work at night.
- C. Due to potential health hazards and requirements of the State of Florida and the U.S. Environmental Protection Agency, existing facilities must be maintained in operation.
- D. The Contractor shall be fully responsible for providing all temporary piping, plumbing, electrical hook-ups, lighting, temporary structure, or other materials, equipment and systems required to maintain the existing facility's operations. All details of temporary piping and temporary construction are not necessarily shown on the Drawings or covered in the Specifications. However, this does not relieve the Contractor of the responsibility to insure that construction will not interrupt proper facility operations.
- E. The Contractor shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the Contractor shall have direct project control and complete authority to act on behalf of the Contractor in fulfilling the commitments of the Contractor's schedule.

### **PART 2 PRODUCTS**

#### **2.01 GENERAL REQUIREMENTS**

- A. The Contractor shall submit a critical path schedule as described herein.
- B. The planning, scheduling, management and execution of the work is the sole responsibility of the Contractor. The progress schedule requirement is established to allow County to review Contractor's planning, scheduling, management and execution of the work; to assist County in evaluating work progress and make

progress payments and to allow other contractors to cooperate and coordinate their activities with those of the Contractor.

## **2.02 FORM OF SCHEDULES**

- A. Prepare schedules using the latest version of Microsoft Project, or other County approved software, in the form of a horizontal bar chart diagram. The diagram shall be time-scaled and sequenced by work areas. Horizontal time scale shall identify the first work day of each week.
- B. Activities shall be at least as detailed as the Schedule of Values. Activity durations shall be in whole working days. In addition, man-days shall be shown for each activity or tabulated in an accompanying report.
- C. Diagrams shall be neat and legible and submitted on sheets at least 8-1/2 inches by 11 inches suitable for reproduction. Scale and spacing shall allow space for notations and future revisions.

## **2.03 CONTENT OF SCHEDULES**

- A. Each monthly schedule shall be based on data as of the last day of the current pay period.
- B. Description for each activity shall be brief, but convey the scope of work described.
- C. Activities shall identify all items of work that must be accomplished to achieve substantial completion, such as items pertaining to Contractor's installation and testing activities; items pertaining to the approval of regulatory agencies; contractor's time required for submittals, fabrication and deliveries; the time required by County to review all submittals as set forth in the Contract Documents; items of work required of County to support pre-operational, startup and final testing; time required for the relocation of utilities. Activities shall also identify interface milestones with the work of other contractors performing work under separate contracts with County.
- D. Schedules shall show the complete sequence of construction by activities. Dates for beginning and completion of each activity shall be indicated as well as projected percentage of completion for each activity as of the first day of each month.
- E. Submittal schedule for shop drawing review, product data, and samples shall show the date of Contractor submittal and the date approved submittals will be required by the County, consistent with the time frames established in the Specifications.
- F. For Contract change orders granting time extensions, the impact on the Contract date(s) shall equal the calendar-day total time extension specified for the applicable work in the Contract change orders.
- G. For actual delays, add activities prior to each delayed activity on the appropriate critical path(s). Data on the added activities of this type shall portray all steps leading to the delay and shall further include the following: separate activity identification, activity description indicating cause of the delay, activity duration consistent with whichever set of dates below applies, the actual start and finish

dates of the delay or, if the delay is not finished, the actual start date and estimated completion date.

- H. For potential delays, add an activity prior to each potentially delayed activity on the appropriate critical path(s). Data for added activities of this type shall include alternatives available to mitigate the delay including acceleration alternatives and further show the following: separate activity identification, activity description indicating cause of the potential delay and activity duration equal to zero work days.

## 2.04 SUPPORTING NARRATIVE

- A. Status and scheduling reports identified below shall contain a narrative to document the project status, to explain the basis of Contractor's determination of durations, describe the Contract conditions and restraints incorporated into the schedule and provide an analysis pertaining to potential problems and practical steps to mitigate them.
- B. The narrative shall specifically include:
  - 1. Actual completion dates for activities completed during the monthly report period and actual start dates for activities commenced during the monthly report period.
  - 2. Anticipated start dates for activities scheduled to commence during the following monthly report period.
  - 3. Changes in the duration of any activity and minor logic changes.
  - 4. The progress along the critical path in terms of days ahead or behind the Contract date.
  - 5. If the Monthly Status Report indicates an avoidable delay to the Contract completion date or interim completion dates as specified in the Agreement, Contractor shall identify the problem, cause and the activities affected and provide an explanation of the proposed corrective action to meet the milestone dates involved or to mitigate further delays.
  - 6. If the delay is thought to be unavoidable, the Contractor shall identify the problem, cause, duration, specific activities affected and restraints of each activity.
  - 7. The narrative shall also discuss all change order activities whether included or not in the revised/current schedule of legal status. Newly introduced change order work activities and the CPM path(s) that they affect, must be specifically identified. All change order work activities added to the schedule shall conform with the sequencing and Contract Time requirements of the applicable Change Order.
  - 8. Original Contract date(s) shall not be changed except by Contract change order. A revision need not be submitted when the foregoing situations arise unless required by County. Review of a report containing added activities will not be construed to be concurrence with the duration or restraints for such added activities; instead the corresponding data as ultimately incorporated into the applicable Contract change order shall govern.
  - 9. Should County require additional data, this information shall be supplied by Contractor within 10 calendar days.

## **2.05 SUBMITTALS**

- A. Contractor shall submit estimated and preliminary progress schedules (as identified in the Terms and Conditions of the Contract and the General Conditions), monthly status reports, a start-up schedule and an as-built schedule report all as specified herein.
- B. All schedules, including estimated and preliminary schedules, shall be in conformance with the Contract Documents.
- C. The finalized progress schedule discussed in the Contract Documents shall be the first monthly status report and as such shall be in conformance with all applicable specifications contained herein.
- D. Monthly Status Report submittals shall include a time-scaled (days after notice to proceed) diagram showing all contract activities and supporting narrative. The initial detailed schedule shall use the notice to proceed as the start date. The finalized schedule, if concurred with by County, shall be the work plan to be used by the contractor for planning, scheduling, managing and executing the work.
- E. The schedule diagram shall be formatted as above. The diagram shall include (1) all detailed activities included in the preliminary and estimated schedule submittals, (2) calendar days prior to substantial completion, (3) summary activities for the remaining days. The critical path activities shall be identified, including critical paths for interim dates, if possible.
- F. The Contractor shall submit progress schedules with each application for payment.

## **2.06 MONTHLY STATUS REPORTS**

- A. Contractor shall submit detailed schedule status reports on a monthly basis with the Application for Payment. The first such status report shall be submitted with the first Application for Payment and include data as of the last day of the pay period. The Monthly Report shall include a "marked-up" copy of the latest detailed schedule of legal status and a supporting narrative including updated information as described above. The Monthly Report will be reviewed by County and Contractor at a monthly schedule meeting and Contractor will address County's comments on the subsequent monthly report. Monthly status reports shall be the basis for evaluating Contractor's progress.
- B. The "marked-up" diagram shall show, for the latest detailed schedule of legal status, percentages of completion for all activities, actual start and finish dates and remaining durations, as appropriate. Activities not previously included in the latest detailed schedule of legal status shall be added, except that contractual dates will not be changed except by change order. Review of a marked-up diagram by County will not be construed to constitute concurrence with the time frames, duration, or sequencing for such added activities; instead the corresponding data as ultimately incorporated into an appropriate change order shall govern.

## **2.07 STARTUP SCHEDULE**

- A. At least 60 calendar days prior to the date of substantial completion, Contractor

shall submit a time-scaled (days after notice to proceed) diagram detailing the work to take place in the period between 60 days prior to substantial completion, together with a supporting narrative. County shall have 10 calendar days after receipt of the submittal to respond. Upon receipt of County's comments, Contractor shall make the necessary revisions and submit the revised schedule within 10 calendar days. The resubmittal, if concurred with by County, shall be the Work Plan to be used by Contractor for planning, managing, scheduling and executing the remaining work leading to substantial completion.

- B. The time-scaled diagram shall use the latest schedule of legal status for those activities completed ahead of the last 60 calendar days prior to substantial completion and detailed activities for the remaining 60-day period within the time frames outlined in the latest schedule of legal status.
- C. Contractor will be required to continue the requirement for monthly reports, as outlined above. In preparing this report, Contractor must assure that the schedule is consistent with the progress noted in the startup schedule.

## **2.08 REVISIONS**

- A. All revised Schedule Submittals shall be made in the same form and detail as the initial submittal and shall be accompanied by an explanation of the reasons for such revisions, all of which shall be subject to review and concurrence by County. The revision shall incorporate all previously made changes to reflect current as-built conditions. Minor changes to the approved submittal may be approved at monthly meetings; a minor change is not considered a revision in the context of this paragraph.
- B. A revised schedule submittal shall be submitted for review when required by County.

## **PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



## SECTION 01340 SHOP DRAWINGS, PROJECT DATA AND SAMPLES

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the County for review and approval: working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this section called data) that have been produced within the last three (3) years, and material samples (hereinafter in this section called samples) as are required for the proper control of work, including, but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings. Submittals may be done electronically via PDF documents.
- B. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the County. The County will provide the initial submittal log in electronic format. The electronic log (excel file) shall be passed back and forth between the Contractor and the County for each submittal package. This log shall include the following items:
1. Submittal description and number assigned.
  2. Date to County.
  3. Date returned to Contractor (from County).
  4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
  5. Date of Resubmittal and Return (as applicable).
  6. Date material released (for fabrication).
  7. Projected date of fabrication.
  8. Projected date of delivery to site.
  9. Projected date and required lead time so that product installation does not delay contact.
  10. Status of O&M manuals submitted.

#### 1.03 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the County for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the County without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the contract Documents.
- B. The Contractor shall ensure that all submitted cut sheets, product sheets, product documentation, etc. are current versions of the product information and are not older than three (3) years. Product certification(s) shall be no older than three (3) years. Any submitted documents found to be beyond the acceptable date ranges shall be rejected.

- C. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
  - 4. Conformance with Specifications and indicate all variances from the Specifications.
- D. The Contractor shall furnish the County a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- E. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the County, with No Exceptions Taken or Approved As Noted.
- F. The Contractor shall submit to the County all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the County receives them. Submittals are to be scheduled, submitted, reviewed, and approved prior to the acquisition of the material or equipment. Coordinate scheduling, sequencing, preparing, and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow time for potential resubmittal.
- G. No delay costs or time extensions will be allowed for time lost in late submittals or resubmittals.
- H. All material & product submittals, other than samples, may be transmitted electronically as a pdf file. All returns to the contractor will be as a pdf file only unless specifically requested otherwise.
- I. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by County of the necessary Shop Drawings.

#### **1.04 COUNTY'S REVIEW OF SHOP DRAWINGS AND WORKING DRAWINGS**

- A. The County's review of drawings, data and samples submitted by the Contractor shall cover only general conformity to the Specifications, external connections and dimensions which affect the installation.
- B. The review of drawings and schedules shall be general and shall not be construed:
  - 1. As permitting any departure from the Contract requirements.
  - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions and materials.
  - 3. As approving departures from details furnished by the County, except as otherwise provided herein.

- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which the County finds to be in the interest of the County and to be so minor as not to involve a change in Contract Price or time for performance, the County may return the reviewed drawings without noting any exception.
- D. When reviewed by the County, each of the Shop and Working Drawings shall be identified as having received such review being so stamped and dated. Shop Drawings stamped "REJECTED" and with required corrections shown shall be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals, the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the County on previous submissions. The Contractor shall make any corrections required by the County.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the County.
- G. The County shall review a submittal/resubmittal a maximum of three (3) times after which cost of review shall be borne by the Contractor. The cost of engineering shall be equal to the County's actual payroll cost.
- H. When the Shop and Working Drawings have been completed to the satisfaction of the County, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the County.
- I. No partial submittals shall be reviewed. Incomplete submittals shall be returned to the Contractor and shall be considered not approved until resubmitted.

#### **1.05 SHOP DRAWINGS**

- A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, drawings, setting drawings, schedule drawings, manufacturer's scale drawings and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the County and shall bear the Contractor's stamp of approval and original signature as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval and original signature shall be returned to the Contractor for resubmission.
- C. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:

1. Number and title of the drawing.
  2. Date of Drawing or revision.
  3. Name of project building or facility.
  4. Name of contractor and subcontractor submitting drawing.
  5. Clear identification of contents and location of the work.
  6. Specification title and number.
- D. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility of executing the work in accordance with the Contract, even though such drawings have been reviewed.
- E. Data on materials and equipment shall include, without limitation, materials and equipment lists, catalog sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- F. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the County along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and have been in operation for a period of at least one (1) year.
- H. Only the County will utilize the color "red" in marking shop drawing submittals.

#### **1.06 SUBMITTAL PREPARATION**

- A. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.
- B. Collect required data for each specific material, product, unit of work, or system into a single submittal. Prominently mark choices, options, and portions applicable to the submittal. Partial submittals will not be accepted for expedition of construction effort. Submittal will be returned without review if incomplete.
- C. If available product data is incomplete, provide Contractor-prepared documentation to supplement product data and satisfy submittal requirements.
- D. All irrelevant or unnecessary data shall be removed from the submittal to facilitate accuracy and timely processing. Submittals that contain the excessive amount of irrelevant or unnecessary data will be returned with review.
- E. Provide a transmittal form for each submittal with the following information:

1. Project title, location and number.
  2. Construction contract number.
  3. Date of the drawings and revisions.
  4. Name, address, and telephone number of subcontractor, supplier, manufacturer, and any other subcontractor associated with the submittal.
  5. List paragraph number of the specification section and page number; and sheet number of the contract drawings by which the submittal is required.
  6. When a resubmission, the resubmittal document name shall remain the same, but shall add an alphabetic suffix on submittal description. For example, submittal 18 would become 18A, to indicate resubmission.
  7. Product identification and location in project.
- F. The Contractor is responsible for reviewing and certifying that all submittals are in compliance with contract requirements before submitting to the County for review.
- G. Stamp, sign, and date each submittal transmittal form indicating action taken.
- H. Stamp used by the Contractor on the submittal transmittal form to certify that the submittal meets contract requirements is to be similar to the following:

<p><b>CONTRACTOR</b> (Firm Name)</p> <p>____ Approved</p> <p>____ Approved with corrections as noted on submittal data and/or attached sheet(s).</p> <p>I certify that the following document and information has been verified to be is not more than three (3) years old.</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
--

**1.07 WORKING DRAWINGS**

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's fabrication and erection drawings for structures such as roof trusses, steelwork, precast concrete elements, bulkheads, support of open cut excavation, support of utilities, groundwater control systems, forming and false work; underpinning; and for such other work as may be required for construction of the project.
- B. Copies of working drawings as noted above, shall be submitted to the County where required by the Contract Documents or requested by the County and shall be submitted at least thirty (30) days (unless otherwise specified by the County) in advance of their being required for work.

- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the County, which review will be for general conformance and will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the County and Engineer shall not have responsibility therefor.

## 1.08 SAMPLES

- A. The Contractor shall furnish, for the review of the County, samples required by the Contract Documents or requested by the County. Samples shall be delivered to the County as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until reviewed by the County.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
  - 2. Full range of color, texture and pattern.
  - 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
  - 1. Name of product.
  - 2. Name of Contractor and Subcontractor.
  - 3. Material or equipment represented.
  - 4. Place of origin.
  - 5. Name of Producer and Brand (if any).
  - 6. Location in project.  
(Samples of finished materials shall have additional markings that will identify them under the finished schedules.)
  - 7. Reference specification paragraph.
- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the County. Review of a sample shall be only for the characteristics or use named in such and shall not be construed to change or modify any Contract requirements.
- E. Reviewed samples not destroyed in testing shall be sent to the County or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. If requested at the time of submission, samples which failed testing or were rejected shall be returned to the Contractor at his expense.

**1.09 APPROVED SUBMITTALS**

- A. County approval of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory.
- B. County approval of a submittal does not relieve the Contractor of the responsibility for any error which may exist. The Contractor is responsible for fully complying with all contract requirements and the satisfactory construction of all work, including the need to check, confirm, and coordinate the work of all subcontractors for the project. Non-compliant material incorporated in the work will be removed and replaced at the Contractor's expense.
- C. After submittals have been approved, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.
- D. Retain a copy of all approved submittals at project site, including approved samples.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



## **SECTION 01370 SCHEDULE OF VALUES**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall submit to the County a Schedule of Values allocated to the various portions of the work, within 10 days after date of Notice to Proceed.
- B. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.
- C. The Schedule of Values shall be used only as the basis for the Contractor's Applications for Payment.

#### **1.02 FORM AND CONTENT OF SCHEDULE OF VALUES**

- A. Schedule of Values will be considered for approval by County upon Contractor's request. Identify schedule with:
  - 1. Title of Project and location.
  - 2. Project number.
  - 3. Name and address of Contractor.
  - 4. Contract designation.
  - 5. Date of submission.
- B. Schedule of Values shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Follow the table of contents for the Contract Document as the format for listing component items for structures:
  - 1. Identify each line item with the number and title of the respective major section of the specification.
  - 2. For each line item, list sub values of major products or operations under item.
- D. Follow the bid sheets included in this Contract Documents as the format for listing component items for pipe lines.
- E. The sum of all values listed in the schedule shall equal the total Contract sum.

### **PART 2 PRODUCTS (NOT USED)**

### **PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



## **SECTION 01380 CONSTRUCTION PHOTOGRAPHS**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall employ a competent photographer to take construction record photographs or perform video, recording including furnishing all labor, materials, equipment and incidentals necessary to obtain photographs and/or video recordings of all construction areas.
- B. Preconstruction record information shall consist of video recordings on digital video disks (DVD).
- C. Construction progress information shall consist of photographs and digital photographs on a recordable compact disc (CD-R).

#### **1.02 QUALIFICATIONS**

- A. All photography shall be done by a competent camera operator who is fully experienced and qualified with the specified equipment.
- B. For the video 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.

#### **1.03 PROJECT PHOTOGRAPHS**

- A. Provide one print of each photograph with each pay application.
- B. Provide one recordable compact disc with digital photographs with each pay application.
- C. Negatives:
  - 1. All negatives shall remain the property of photographer.
  - 2. The Contractor shall require that photographer maintain negatives or protected digital files for a period of two years from date of substantial completion of the project.
  - 3. Photographer shall agree to furnish additional prints to County at commercial rates applicable at time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as an expert witness.
- D. The Contractor shall pay all costs associated with the required photography and prints. Any parties requiring additional photography or prints shall pay the photographer directly.
- E. 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 x 10 inches.

- F. 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 the photographer and the photographers numbered identification of exposure.
- G. 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 County at each period of photography for instructions concerning views required.

**1.04 VIDEO RECORDINGS**

- A. Video, recording shall be done along all routes that are scheduled for construction. Video, recording shall include full recording of the subject area of improvements, plus 10 feet beyond the limits of construction in all directions. All video recording shall be in full color.
- B. A complete view, in sufficient detail with audio description of the exact location shall be provided.
- C. The engineering plans shall be used as a reference for stationing in the audio portion of the recordings for easy location identification.
- D. Two complete sets of video recordings shall be delivered to the County on digital video disks (DVD) for the permanent and exclusive use of the County prior to the start of any construction on the project.
- E. All video recordings shall contain the name of the project, the date and time of the video, recording, the name and address of the photographer and any other identifying information required.
- F. Construction shall not start until preconstruction video recordings are completed, submitted and accepted by the County. In addition, no progress payments shall be made until the preconstruction video recordings are accepted by the County.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01410 TESTING AND TESTING LABORATORY SERVICES**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. County shall employ and pay for the services of an independent testing laboratory to perform testing specifically indicated on the Contract Documents or called out in the Specifications. County may elect to have materials and equipment tested for conformity with the Contract Documents at any time.
  - 1. Contractor shall cooperate fully with the laboratory to facilitate the execution of its required services.
  - 2. Employment of the laboratory shall in no way relieve the Contractor's obligations to perform the work of the Contract.

#### **1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY**

- A. Laboratory is not authorized to:
  - 1. Release, revoke, alter or enlarge on requirements of Contract Documents.
  - 2. Approve or accept any portion of the Work.
  - 3. Perform any duties of the Contractor.

#### **1.03 CONTRACTOR'S RESPONSIBILITIES**

- A. Cooperate with laboratory personnel; provide access to Work and/or to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The County may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor and no extra charge to the County shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
  - 1. To provide access to work to be tested.
  - 2. To obtain and handle samples at the project site or at the source of the product to be tested.

3. To facilitate inspections and tests.
  4. For storage and curing of test samples.
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
1. When tests or inspections cannot be performed due to insufficient notice, Contractor shall reimburse County for laboratory personnel and travel expenses incurred due to Contractor's negligence.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the County.
- H. If the test results indicate the material or equipment complies with the Contract Documents, the County shall pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the Contract Documents, the contractor shall pay for the laboratory costs directly to the testing firm or the total of such costs shall be deducted from any payments due the Contractor.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01510 TEMPORARY AND PERMANENT UTILITIES**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall be responsible for furnishing all requisite temporary utilities, i.e., power, water, sanitation, etc. The Contractor shall obtain and pay for all permits required as well as pay for all temporary usages. The Contractor shall remove all temporary facilities upon completion of work.

#### **1.02 REQUIREMENTS OF REGULATORY AGENCIES**

- A. Comply with National Electric Code.
- B. Comply with Federal, State and Local codes and regulations and with utility company requirements.
- C. Comply with County Health Department regulations.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS, GENERAL**

- A. Materials for temporary utilities may be "used". Materials for electrical utilities shall be adequate in capacity for the required usage, shall not create unsafe conditions and shall not violate requirements of applicable codes and standards.

#### **2.02 TEMPORARY ELECTRICITY AND LIGHTING**

- A. Arrange with the applicable utility company for temporary power supply. Provide service required for temporary power and lighting and pay all costs for permits, service and for power used.

#### **2.03 TEMPORARY WATER**

- A. The Contractor shall arrange with Manatee County Utilities Customer Service office to provide water for construction purposes, i.e., meter, pay all costs for installation, maintenance and removal, and service charges for water used.
- B. The Contractor shall protect piping and fitting against freezing.

#### **2.04 TEMPORARY SANITARY FACILITIES**

- A. The Contractor shall provide sanitary facilities in compliance with all laws and regulations.
- B. The Contractor shall service, clean and maintain facilities and enclosures.

**PART 3 EXECUTION**

**3.01 GENERAL**

- A. The Contractor shall maintain and operate systems to assure continuous service.
- B. The Contractor shall modify and extend systems as work progress requires.

**3.02 REMOVAL**

- A. The Contractor shall completely remove temporary materials and equipment when their use is no longer required.
- B. The Contractor shall clean and repair damage caused by temporary installations or use of temporary facilities.

**END OF SECTION**

## SECTION 01570 TRAFFIC REGULATION

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall be responsible for providing safe and expeditious movement of traffic through construction zones. A construction zone is defined as the immediate areas of actual construction and all abutting areas which are used by the Contractor and which interfere with the driving or walking public.
- B. The Contractor shall remove temporary equipment and facilities when no longer required, restore grounds to original or to specified conditions.

#### 1.02 TRAFFIC CONTROL

- A. The necessary traffic control shall include, but not be limited to, such items as proper construction warning signs, signals, lighting devices, markings, barricades, channelization and hand signaling devices. The Contractor shall be responsible for installation and maintenance of all devices and detour routes and signage for the duration of the construction period. The Contractor shall utilize the appropriate traffic plan from the FDOT Maintenance of Traffic Standards, Series 600 of the FDOT Roadway & Traffic Design Standards, Latest Edition.
- B. Should there be the necessity to close any portion of a roadway carrying vehicles or pedestrians the Contractor shall submit a Traffic Control Plan (TCP) at least 5 days before a partial or full day closure, and at least 8 days before a multi-day closure. TCP shall be submitted, along with a copy of their accreditation, by a certified IMSA or ATSA Traffic Control Specialist.
  - 1. At no time will more than one (1) lane of a roadway be closed to vehicles and pedestrians without an approved road closure from the County Transportation Department. With any such closings, adequate provision shall be made for the safe expeditious movement of each.
  - 2. All traffic control signs must be in place and inspected at least 1 day in advance of the closure. Multi-day closures notification signs shall be in place at least 3 days in advance of the closure. All signs must be covered when not in effect, and checked twice a day by the Worksite Traffic Supervisor when they are in effect.
- C. The Contractor shall be responsible for removal, relocation, or replacement of any traffic control device in the construction area which exists as part of the normal preconstruction traffic control scheme. Any such actions shall be performed by the Contractor under the supervision and in accordance with the instructions of the applicable highway department unless otherwise specified.
- D. The Contractor will consult with the County immediately on any vehicular or pedestrian safety or efficiency problem incurred as a result of construction of the project.
- E. The Contractor shall provide ready access to businesses and homes in the project

area during construction. The Contractor shall be responsible for coordinating this work with affected homeowners.

- F. When conditions require the temporary installation of signs, pavement markings and traffic barriers for the protection of workers and traffic, the entire array of such devices shall be depicted on working drawings for each separate stage of work. These drawings shall be submitted to the County for review and approval prior to commencement of work on the site.
- G. Precast concrete traffic barriers shall be placed adjacent to trenches and other excavations deeper than six inches below the adjacent pavement surface.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01580 PROJECT IDENTIFICATION AND SIGNS**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Furnish, install and maintain County project identification signs.
- B. Remove signs on completion of construction.
- C. Allow no other signs to be displayed except for traffic control and safety.

#### **1.02 PROJECT IDENTIFICATION SIGN (COUNTY)**

- A. Two painted sign, of not less than 32 square feet (3 square meters) area, with painted graphic content to include:
  - 1. Title of Project.
  - 2. Name of County.
  - 3. Names and titles of authorities as directed by County.
  - 4. Prime Contractor.
- B. Graphic design, style of lettering and colors: As approved by the County.
- C. Erect on the site at a lighted location of high public visibility, adjacent to main entrance to site, as approved by the County

#### **1.03 INFORMATIONAL SIGNS**

- A. Painted signs with painted lettering, or standard products.
  - 1. Size of signs and lettering: as required by regulatory agencies, or as appropriate to usage.
  - 2. Colors: as required by regulatory agencies, otherwise of uniform colors throughout project.
- B. Erect at appropriate locations to provide required information.

#### **1.04 QUALITY ASSURANCE**

- A. Sign Painter: Professional experience in type of work required.
- B. Finishes, Painting: Adequate to resist weathering and fading for scheduled construction period.

#### **1.05 PUBLIC NOTIFICATION**

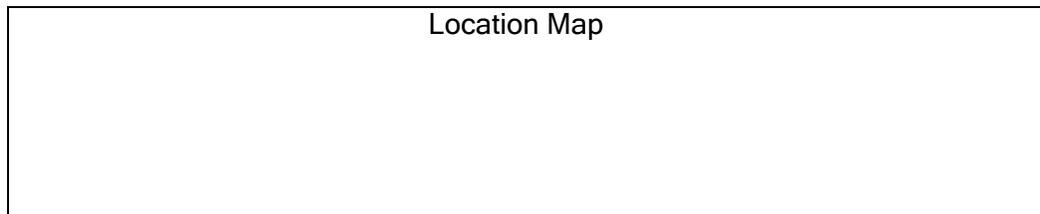
- A. Door Hangers: The Contractor shall generate and distribute door hangers to all residents who will be impacted by project construction.

1. Residents impacted include anyone who resides inside, or within 500 feet of project limits of construction.
- B. Door Hangers shall be distributed prior to start of construction of the project. Hangers shall be affixed to doors of residents via elastic bands or tape.

EXAMPLE:

PLEASE PARDON THE INCONVENIENCE WHILE THE ROADWAY IS BEING RECONSTRUCTED IN YOUR NEIGHBORHOOD

This project consists of utility improvements and the reconstruction of ??? Boulevard from U.S. ??? to ??? Street West. The project is expected to begin in August, 200X and be completed in July 200X.



WE HOPE TO KEEP ANY INCONVENIENCE TO A MINIMUM. HOWEVER, IF YOU HAVE ANY PROBLEMS, PLEASE CONTACT THE FOLLOWING:

- |    |   |  |
|----|---|--|
| A. | Contractor<br>Contractor Address<br>Contractor Phone (Site Phone) | Project Manager<br>PM Address<br>PM Phone No. & Ext. |
| B. | Project Inspector<br>Inspector Phone Number                       |  |

AFTER HOURS EMERGENCY NUMBER - (941) 747-HELP  
THANK YOU FOR YOUR UNDERSTANDING AND PATIENCE  
MANATEE COUNTY GOVERNMENT - PROJECT MANAGEMENT DEPT.

**PART 2 PRODUCTS**

**2.01 SIGN MATERIALS**

- A. Structure and Framing: May be new or used, wood or metal, in sound condition structurally adequate to work and suitable for specified finish.
- B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.
  1. Thickness: As required by standards to span framing members, to provide even, smooth surface without waves or buckles.
- C. Rough Hardware: Galvanized.

- D. Paint: Exterior quality, as specified in the Contract Documents.

**PART 3 EXECUTION**

**3.01 PROJECT IDENTIFICATION SIGN**

- A. Paint exposed surface or supports, framing and surface material; one coat of primer and one coat of exterior paint.
- B. Paint graphics in styles, size and colors selected.

**3.02 MAINTENANCE**

- A. The Contractor shall maintain signs and supports in a neat, clean condition; repair damages to structures, framing or sign.

**3.03 REMOVAL**

- A. The Contractor shall remove signs, framing, supports and foundations at completion of project.

**END OF SECTION**



## SECTION 01600 MATERIAL AND EQUIPMENT

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Material and equipment incorporated into the work:
1. Conform to applicable specifications and standards.
  2. Comply with size, make, type and quality specified, or as specifically approved in writing by the County.
  3. Manufactured and Fabricated Products:
    - a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
    - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
    - c. Two or more items of the same kind shall be identical and manufactured by the same manufacturer.
    - d. Products shall be suitable for service conditions.
    - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
  4. Do not use material or equipment for any purpose other than that for which it is specified.
  5. All material and equipment incorporated into the project shall be new.

#### 1.02 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to County. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with County prior to proceeding. Do not proceed with work without clear instructions.

#### 1.03 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals and that

products are properly protected and undamaged.

- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

#### **1.04 SUBSTITUTIONS AND PRODUCT OPTIONS**

Contractor's Options:

1. For products specified only by reference standard, select any product meeting that standard.
2. For products specified by naming one or more products or manufacturers and "or equal", Contractor must submit a request for substitutions of any product or manufacturer not specifically named in a timely manner so as not to adversely affect the construction schedule.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01620 STORAGE AND PROTECTION

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Provide secure storage and protection for products to be incorporated into the work and maintenance and protection for products after installation and until completion of Work.

#### 1.02 STORAGE

- A. Store products immediately on delivery and protect until installed in the Work, in accord with manufacturer's instructions, with seals and labels intact and legible.

- B. Exterior Storage

- 1. Provide substantial platform, blocking or skids to support fabricated products above ground to prevent soiling or staining.
  - a. Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
  - b. Prevent mixing of refuse or chemically injurious materials or liquids.

- A. Arrange storage in manner to provide easy access for inspection.

#### 1.03 MAINTENANCE OF STORAGE

- A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:

- 1. State of storage facilities is adequate to provide required conditions.
- 2. Required environmental conditions are maintained on continuing basis.
- 3. Surfaces of products exposed to elements are not adversely affected. Any weathering of products, coatings and finishes is not acceptable under requirements of these Contract Documents.

- B. Mechanical and electrical equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.

- 1. Equipment shall not be shipped until approved by the County. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the County.
- 2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the County until such time as the equipment is to be

installed.

3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
4. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
5. Lubricants shall be changed upon completion of installation and as frequently as required, thereafter during the period between installation and acceptance.
6. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guaranty the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

#### **1.04 PROTECTION AFTER INSTALLATION**

- A. Provide protection of installed products to prevent damage from subsequent operations. Remove when no longer needed, prior to completion of work.
- B. Control traffic to prevent damage to equipment and surfaces.
- C. Provide coverings to protect finished surfaces from damage.

#### **PART 2 PRODUCTS (NOT USED)**

#### **PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01700 CONTRACT CLOSEOUT

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the work.

#### 1.02 SUBSTANTIAL COMPLETION

- A. The Contractor shall submit the following items when the Contractor considers the work to be substantially complete:
  - 1. A written notice that the work, or designated portion thereof, is substantially complete.
  - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the County shall make an inspection to determine the status of completion.
- C. Project record documents and operations and maintenance manuals must be submitted before the project shall be considered substantially complete.
- D. If the County determines that the work is not substantially complete:
  - 1. The County shall notify the Contractor in writing, stating the reasons.
  - 2. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the County.
  - 3. The County shall reinspect the work.
- E. When the County finds that the work is substantially complete:
  - 1. The Engineer shall prepare and deliver to the County a tentative Certificate of Substantial Completion (Manatee County Project Management Form PMD-8) with a tentative list of the items to be completed or corrected before final payment.
  - 2. The Engineer shall consider any objections made by the County as provided in Conditions of the Contract. When the Engineer considers the work substantially complete, he will execute and deliver to the County a definite Certificate of Substantial Completion (Manatee County Project Management Form PMD-8) with a revised tentative list of items to be completed or corrected.

#### 1.03 FINAL INSPECTION

- A. When the Contractor considered the work to be complete, he shall submit written certification stating that:
  - 1. The Contract Documents have been reviewed.
  - 2. The work has been inspected for compliance with Contract Documents.

3. The work has been completed in accordance with Contract Documents.
  4. The equipment and systems have been tested in the presence of the County's representative and are operational.
  5. The work is completed and ready for final inspection.
- B. The County shall make an inspection to verify the status of completion after receipt of such certification.
- C. If the County determines that the work is incomplete or defective:
1. The County shall promptly notify the Contractor in writing, listing the incomplete or defective work.
  2. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to County that the work is complete.
  3. The County shall reinspect the work.
- D. Upon finding the work to be acceptable under the Contract Documents, the County shall request the Contractor to make closeout submittals.
- E. For each additional inspection beyond a total of three (3) inspections for substantial and final completion due to the incompleteness of the work, the Contractor shall reimburse the County's fees.

#### **1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO COUNTY**

- A. Project Record Documents (prior to substantial completion).
- B. Operation and maintenance manuals (prior to substantial completion).
- C. Warranties and Bonds.
- D. Evidence of Payment and Release of Liens: In accordance with requirements of General and Supplementary Conditions.
- E. Certification letter from Florida Department of Transportation and Manatee County Department of Transportation, as applicable.
- F. Certificate of Insurance for Products and Completed Operations.
- G. Final Reconciliation, Warranty Period Declaration, and Contractor's Affidavit (Manatee County Project Management Form PMD-9).

#### **1.05 FINAL ADJUSTMENT OF ACCOUNTS**

- A. Submit a final statement of accounting to the County.
- B. Statement shall reflect all adjustments to the Contract Sum:
  1. The original Contract Sum.
  2. Additions and deductions resulting from:

- a. Previous Change Orders
  - b. Unit Prices
  - c. Penalties and Bonuses
  - d. Deductions for Liquidated Damages
  - e. Other Adjustments
- 3. Total Contract Sum, as adjusted.
  - 4. Previous payments.
  - 5. Sum remaining due.
- C. Project Management shall prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

**1.06 FINAL APPLICATION FOR PAYMENT**

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



## SECTION 01710 CLEANING

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Execute cleaning during progress of the work and at completion of the work, as required by the General Conditions.

#### 1.02 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with all Federal, State and Local codes, ordinances, regulations and anti-pollution laws.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

### PART 3 EXECUTION

#### 3.01 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulation of waste materials, rubbish and wind-blown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

#### 3.02 DUST CONTROL

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

#### 3.03 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.

- B. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- C. Prior to final completion or County occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire work is clean.

**END OF SECTION**

## SECTION 01720 PROJECT RECORD DOCUMENTS

### PART 1 STANDARDS

#### 1.01 MINIMUM RECORD DRAWING STANDARDS FOR ALL RECORD DRAWINGS SUBMITTED TO MANATEE COUNTY

- A. Record drawings shall be submitted to at least the level of detail in the contract documents. It is anticipated that the original contract documents shall serve as at least a background for all record information. Original drawings in CAD format may be requested of the County.
- B. Drawings shall meet the criteria of paragraph 2.04 D above and as mentioned in Section 1.14 Record Drawings in the Manatee County Public Works Standards, Part I Utilities Standards Manual approved June 2015.

### PART 2 STANDARDS

#### 2.01 REQUIREMENTS INCLUDED

- A. Contractor shall maintain at the site for the County one record copy of:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. County's field orders or written instructions.
  - 6. Approved shop drawings, working drawings and samples.
  - 7. Field test records.
  - 8. Construction photographs.

#### 2.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the County.

#### 2.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the County.

## 2.04 RECORDING DRAWINGS PREPARATION

- A. Record information concurrently with construction progress.
- B. Do not conceal any work until required information is recorded.
- C. Drawings; Legibly mark to record actual construction:
  - 1. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc. Locations of drainage ditches, swales, water lines and force mains shall be shown every 200 feet (measured along the centerline) or alternate lot lines, whichever is closer. Dimensions at these locations shall indicate distance from centerline of right-of-way to the facility.
  - 2. Field changes of dimension and detail.
  - 3. Changes made by Field Order or by Change Order.
  - 4. Details not on original contract drawings.
  - 5. Equipment and piping relocations.
  - 6. Locations of all valves, fire hydrants, manholes, water and sewer services, water and force main fittings, underdrain cleanouts, catch basins, junction boxes and any other structures located in the right-of-way or easement, shall be located by elevation and by station and offset based on intersection P.I.'s and centerline of right-of-way. For facilities located on private roads, the dimensioning shall be from centerline of paving or another readily visible baseline.
  - 7. Elevations shall be provided for all manhole rim and inverts; junction box rim and inverts; catch basin rim and inverts; and baffle, weir and invert elevations in control structures. Elevations shall also be provided at the PVI's and at every other lot line or 200 feet, whichever is less, of drainage swales and ditches. Bench marks and elevation datum shall be indicated.
  - 8. Slopes for pipes and ditches shall be recalculated, based on actual field measured distances, elevations, pipe sizes, and type shown. Cross section of drainage ditches and swales shall be verified.
  - 9. Centerline of roads shall be tied to right-of-way lines. Elevation of roadway centerline shall be given at PVI's and at all intersections.
  - 10. Record drawings shall show bearings and distances for all right-of-way and easement lines, and property corners.
  - 11. Sidewalks, fences and walls, if installed at the time of initial record drawing submittal, shall be located every 200 feet or alternate lot lines, whichever is closer. Dimensions shall include distance from the right-of-way line and the back of curb and lot line or easement line.
  - 12. Sanitary sewer mainline wyes shall be located from the downstream manhole. These dimensions shall be provided by on-site inspections or televising of the sewer following installation.
  - 13. Elevations shall be provided on the top of operating nuts for all water and force main valves.
  - 14. Allowable tolerance shall be  $\pm 6.0$  inches for horizontal dimensions. Vertical dimensions such as the difference in elevations between manhole inverts shall have an allowable tolerance of  $\pm 1/8$  inch per 50 feet (or part thereof) of horizontal distance up to a maximum tolerance of  $\pm 2$  inch.

15. Properly prepared record drawings on mylar, together with two copies, shall be certified by a design professional (Engineer and/or Surveyor registered in the State of Florida), employed by the Contractor, and submitted to the County.
- D. Specifications and Addenda; Legibly mark each Section to record:
1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
  2. Changes made by field order or by change order.
- E. Shop Drawings (after final review and approval):
1. Five sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

## **2.05 SUBMITTAL**

- A. Prior to substantial completion and prior to starting the bacteria testing of water lines, deliver signed and sealed Record Documents and Record Drawings to the County. These will be reviewed and verified by the inspector. If there are any required changes or additions, these shall be completed and the entire signed and sealed set resubmitted prior to final pay application.
- B. The Contractor shall employ a Professional Engineer or Surveyor registered in the State of Florida to verify survey data and properly prepare record drawings. Record drawings shall be certified by the professional(s) (Engineer or Surveyor licensed in Florida), as stipulated by the Land Development Ordinance and submitted on signed and sealed paper drawings, signed and dated mylar drawings together with an AutoCAD version on a recordable compact disk (CD).
- C. The CD shall contain media in AutoCad Version 2004 or later, or in any other CAD program compatible with AutoCad in DWG or DXF form. All fonts, line types, shape files, external references, or other pertinent information used in the drawing and not normally included in AutoCad shall be included on the media with a text file or attached noted as to its relevance and use.
- D. Accompany submittal with transmittal letter, containing:
1. Date.
  2. Project title and number.
  3. Contractor's name and address.
  4. Title and number of each Record Document.
  5. Signature of Contractor or his authorized representative.

Note: The data required to properly prepare these record drawings shall be obtained at the site, at no cost to the County by the responsible design professional or his/her duly appointed representative. The appointed representative shall be a qualified employee of the responsible design professional or a qualified inspector retained by the responsible design professional on a project-by-project basis.

**PART 3      EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01740 WARRANTIES AND BONDS

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Submit to County for review and transmittal.

#### 1.02 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors.
- B. Number of original signed copies required: Two each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
  - 1. Product or work item.
  - 2. Firm, with name of principal, address and telephone number.
  - 3. Scope.
  - 4. Date of beginning of warranty, bond or service and maintenance contract.
  - 5. Duration of warranty, bond or service maintenance contract.
  - 6. Provide information for County's personnel:
    - a. Proper procedure in case of failure.
    - b. Instances which might affect the validity of warranty or bond.
  - 7. Contractor, name of responsible principal, address and telephone number.

#### 1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
  - 1. Size 8-1/2 inch x 11 inch punched sheets for standard 3-ring binder. Fold larger sheets to fit into binders.
  - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
    - a. Title of Project.
    - b. Name of Contractor.

- C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.

**1.04 TIME OF SUBMITTALS**

- A. Make submittals within ten days after date of substantial completion and prior to final request for payment.
- B. For items of work, where acceptance is delayed materially beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

**1.05 SUBMITTALS REQUIRED**

- A. Submit warranties, bonds, service and maintenance contracts as specified in respective sections of Specifications.
- B. Approval by the County of all documents required under this section is a prerequisite to requesting a final inspection and final payment

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01900 PERMITS**

**PART 1 GENERAL**

**1.01 GENERAL**

- A. The Contractor shall obtain all permits necessary to complete Work under this Contract.
  
- B. Where permits require that certain work is to be performed only in the presence of a representative of the permitting entity, the Contractor shall provide all coordination and notification required to assure the permit conditions are not violated.

**1.02 PERMITS**

- A. The Owner has obtained / will obtain permits from the following agencies where required for the construction of the work included in the project.
  - 1. SWFWMD - Environmental Resource Permit.
  
- B. All other permits and licenses required to perform the work included in the contract are the complete and total responsibility of the CONTRACTOR including but not limited to the following:
  - 1. FDEP - NOI including preparation of SWPPP
  - 2. FDEP - Generic Permit for the Discharge of Produced Groundwater
  - 3. Manatee County Building Permit (Signed and Sealed Drawings will be provided to Contractor by McKim & Creed).

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



## DIVISION 2 - SITE WORK

### SECTION 02010 SUBSURFACE INVESTIGATION

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. A geotechnical investigation and assessment has not been conducted for this site.

##### 1.02 QUALITY ASSURANCE

- A. Bidders should visit the site and acquaint themselves with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but all such investigations shall be performed under time schedules and arrangements approved in advance by the OWNER.

##### 1.03 JOB CONDITIONS

- A. The CONTRACTOR shall visit the site and acquaint himself with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the OWNER.

#### PART 2 PRODUCTS (NOT REQUIRED)

#### PART 3 EXECUTION

##### 3.01 PERFORMANCE

- A. All work relative to subsurface conditions shall be accomplished in accordance with the specific requirements of the individual sections of the Specifications.
- B. Readjust all work performed which does not meet technical or design requirements as hereinafter specified but make no deviations from the Contract Documents without specific and written approval of the General Contractor.

**END OF SECTION**



## SECTION 02050 DEMOLITION

### PART 1 GENERAL

#### 1.01 DESCRIPTION OF WORK

- A. This section includes demolition, debris removal, items to be abandoned in place and items to be salvaged as indicated on the Drawings and as specified herein.
- B. Demolition items may include, but may not be limited to the following:
  - 1. Concrete pads, curbs, walks, flumes, and pavement.
  - 2. Asphalt pavement.
  - 3. Gravel and crushed stone access roads.
  - 4. Stormwater pipe, structures, and rip-rap pads.
  - 5. Underground utility piping, fittings, and appurtenances.
  - 6. Fencing, gates, and posts.
  - 7. All other items required, whether or not shown on the Drawings or specified herein.

#### 1.02 QUALITY ASSURANCE

- A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).
- B. The Contractor shall comply with all municipal, county, state and federal ordinances regarding the disposal of all demolished features.
- C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

#### 1.03 JOB CONDITIONS

- A. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed before submitting his bid.
- B. Dust Control: Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in or create hazardous or objectionable conditions such as flooding and pollution.
- C. Protection of Existing Work: Protect existing work. Work damaged by the Contractor shall be repaired to match existing work.
- D. No interference with plant operations: Demolition work shall be scheduled and conducted so there is no interference with normal plant operations or deliveries.

**PART 2 PRODUCTS**

**2.01 REPAIR AND REPLACEMENT MATERIALS**

- A. Materials used in the repair or replacement of existing work to remain shall be the higher cost of 1) Materials specified or shown in the Contract Documents, or 2) items identical or equal to the materials used in existing work when new.

**2.02 PIPE ABANDONMENT GROUT**

- A. Pipe abandonment grout shall be a flowable fill mixture of cement, fly ash, and water, meeting the mix design requirements in the table below.

<u>Material</u>	<u>Description</u>	<u>Amount/Quantity</u>
Cement	Type I/II (ASTM C 150)	400 lbs
Fly Ash	Class F (ASTM C 618)	1350 lbs
Total Cementitious Material	ASTM C 595	1750 lbs
Water	Potable	±983 lbs (118 gallons)
Air Content		1.5% (±0.5%)
Unit Weight		100-125 lb / cu. Ft
28-Day Compressive Strength		Minimum 340 psi

**PART 3 EXECUTION**

**3.01 PAVEMENTS, PADS, CURBS, WALKS, AND FLUMES**

- A. Remove all asphalt, concrete, gravel, stone, or other surfacing and underlying base materials down to the depth of native underlying subgrade soils.

**3.02 UNDERGROUND PIPING**

- A. Underground utility, stormwater, or other piping shall be removed in their entirety, including any bedding materials other than native soils that may be present. Plug, cap, or seal to be watertight active facilities that are to remain at the point of disconnection of piping to be removed.

**3.03 STORMWATER STRUCTURES**

- A. Stormwater structures shall be removed in their entirety, including any bedding materials other than native soils that may be present. No portion of structures to be removed shall be abandoned in place unless otherwise noted on the plans.

### **3.04 FENCING, GATES, AND POSTS**

- A. All aspects of fencing and gates designated for demolition shall be removed, including fabric, posts, foundations, rails, tension wire, and other hardware.

### **3.05 DISPOSAL**

- A. All removed features shall become the property of the Contractor and shall be removed from the site and properly disposed of off-site in a legal manner. Contractor shall be required to pay all hauling, tipping, and other disposal fees.
- B. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

### **3.06 FILLING**

- A. Backfill excavations resulting from demolition.
- B. Place and compact backfill in excavations which will be beneath new paving with clean fill materials compacted to a minimum density of 98 percent of the maximum as determined by the Modified Proctor Density AASHTO T180. Finished backfill shall have a minimum bearing value of 40 pounds per square inch as determined by the Florida Bearing Test.
- C. Place and compact backfill in other excavations not beneath new paving to be firm and unyielding to produce an adequate foundation for grassing.

### **3.07 PIPE ABANDONMENT GROUT**

- A. Place flowable fill to the crown of the abandoned pipe by chute, pumping or other methods approved by the Engineer, without vibration or other means of compaction.
- B. Provide manufactured caps on each end of abandoned pipe segment to be grout filled. Take all necessary precautions to prevent any damages to the pipe and end caps caused by the hydraulic pressure of the fill during placement prior to hardening.
- C. Do not place flowable fill during inclement weather, rain, or when ambient temperatures are below 40°F.

### **3.08 CLEAN-UP**

- D. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

**END OF SECTION**



## **SECTION 02100 SITE PREPARATION**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. This Section covers clearing, grubbing and stripping of the project site and/or along the pipeline route.
- B. The Contractor shall clear and grub all of the area within the limits of construction or as required, which includes, but is not limited to utility easements. The width of the area to be cleared shall be reviewed by the County prior to the beginning of any clearing.
- C. The Contractor's attention is directed to any Soil Erosion and Sediment Control Ordinances in force in Manatee County. The Contractor shall comply with all applicable sections of these ordinances.

### **PART 2 PRODUCTS (NOT USED)**

### **PART 3 EXECUTION**

#### **3.01 CLEARING**

- A. The surface of the ground, for the area to be cleared and grubbed shall be completely cleared of all timber, brush, stumps, roots, grass, weeds, rubbish and all other objectionable obstructions resting on or protruding through the surface of the ground. However, trees shall be preserved as hereinafter specified unless otherwise designated by the County. Clearing operations shall be conducted so as to prevent damage to existing structures and installations and to those under construction, so as to provide for the safety of employees and others. Soil erosion control devices such as hay bales and silt fences shall be installed to satisfy all Federal, State and County requirements.

#### **3.02 GRUBBING**

- A. Grubbing shall consist of the complete removal of all stumps, roots larger than 1-1/2 inches in diameter, matted roots, brush, timber, logs and any other organic or metallic debris not suitable for foundation purposes, resting on, under or protruding through the surface of the ground to a depth of 18 inches below the subgrade. All depressions excavated below the original ground surface for or by the removal of such objects, shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface.

#### **3.03 STRIPPING**

- A. In areas so designated, topsoil shall be stockpiled. Topsoil so stockpiled shall be protected until it is placed as specified. The County shall have the option to receive all excess topsoil materials. The Contractor shall pay all equipment and labor cost to deliver excess top soil material to a remote site chosen by the County within a five mile radius of the construction site. Should County not choose to receive any

or all excess topsoil materials, the Contractor shall dispose of said material at no additional cost to County.

**3.04 DISPOSAL OF CLEARED AND GRUBBED MATERIAL**

- A. The Contractor shall dispose of all material and debris from the clearing and grubbing operation by hauling such material and debris off site. The cost of disposal (including hauling) of cleared and grubbed material and debris shall be considered a subsidiary obligation of the Contractor; the cost of which shall be included in the prices bid for the various classes of work.

**3.05 PRESERVATION OF TREES**

- A. Those trees which are not designated for removal by the County shall be carefully protected from damage. The Contractor shall erect such barricades, guards and enclosures as may be considered necessary by him for the protection of the trees during all construction operation.

**3.06 PRESERVATION OF DEVELOPED PRIVATE PROPERTY**

- A. The Contractor shall exercise extreme care to avoid unnecessary disturbance of developed private property adjacent to proposed project site. Trees, shrubbery, gardens, lawns and other landscaping, which are not designated by the County to be removed, shall be replaced and replanted to restore the construction easement to the condition existing prior to construction.
- B. All soil preservation procedures and replanting operations shall be under the supervision of a nursery representative experienced in such operations.
- C. Improvements to the land such as fences, walls, outbuildings and other structures which of necessity must be removed, shall be replaced with equal quality materials and workmanship.
- D. The Contractor shall clean up the construction site across developed private property directly after construction is completed upon approval of the County.

**3.07 PRESERVATION OF PUBLIC PROPERTY**

- A. The appropriate paragraphs of these Specifications shall apply to the preservation and restoration of public lands, parks, rights-of-way, easements and all other damaged areas. This includes but is not limited to the trimming of trees damaged by contractor's equipment.

**END OF SECTION**

## **SECTION 02101 TREE REMOVAL AND REPLACEMENT**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. Furnish all labor, materials, tools, equipment, and services for the removal and replacement of trees as shown on the Contract Drawings. Trees are to be removed as indicated on the Plans, and/or as otherwise required by the regulatory agency having purview over said tree removals. All other trees with a diameter of 4 1/2" or greater (DBH) are to be protected as stated in section 3.1 below. The Contractor is responsible for locating all trees within the construction limits and determining, with the guidance of the County personnel, which trees need to be removed to complete the project. The Contractor must obtain and comply with all necessary permits for tree removal, protection, and replacement prior to the start of construction.
- B. The Contractor's attention is directed to any Soil Erosion and Sediment Control Ordinances in force by the Manatee County and Section 02276 of the Contract Documents. The Contractor shall comply with all applicable sections of these ordinances.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 - EXECUTION**

#### **3.01 PRESERVATION AND REMOVAL OF TREES**

- A. Those trees which are designated for preservation by the Engineer shall be carefully protected from damage. The Contractor shall erect such barricades, guards, and enclosures as may be considered necessary by him for the protection of the trees during all construction operations. The Contractor shall comply with the Manatee County's Tree Removal/Grubbing permit, as required.

#### **3.02 DISPOSAL OF TREES**

- A. The Contractor shall dispose of all material and debris from the excavation, and removal of trees by hauling such material and debris away to an approved disposal facility or site. Disposal of material or debris by burning and burial will not be permitted. The cost of disposal (including hauling) of material and debris associated with the tree removal shall be unit price as described in Section 01150.

#### **3.03 REPLACEMENT OF TREES**

- A. Replace with new trees of minimum 4-inch caliper. Replacement trees will meet the Manatee County requirements. The Contractor will submit a landscape plan indicating the proposed locations of replacement for approval per Section 02480.

**END OF SECTION**



## SECTION 02221 TRENCHING, BEDDING AND BACKFILL FOR PIPE

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to perform all dewatering, excavation, backfill, fill, grading, trench protection or other related work required to complete the piping work shown on the Drawings and specified herein. The work shall include, but not be limited to pipe; roadways and paving; backfilling; required fill or borrow operations; grading; disposal of surplus and unsuitable materials; and all related work such as sheeting, bracing and dewatering.
- B. Prior to commencing work, the Contractor shall examine the site and review test borings if available or undertake his own subsurface investigations and take into consideration all conditions that may affect his work.
- C. The Contractor is responsible for the protection of every tree which is scheduled to remain in the project area. This includes trees which may or may not be shown on the plans. Every tree shall be adequately protected in place at no additional cost to the County. This includes but is not limited to protecting the root systems and adjusting grades as necessary for tree/root protection.

#### 1.02 PROTECTION

- A. Sheeting and Bracing in Excavations:
  - 1. In connection with construction of underground structures, the Contractor shall properly construct and maintain cofferdams. These shall consist of: sheeting and bracing as required to support the sides of excavations, to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction, and to protect adjacent structures, existing yard pipe and/or foundation material from disturbance, undermining, or other damage. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed.
  - 2. Trench sheeting for pipes: no sheeting is to be withdrawn if driven below, mid-diameter of any pipe and no wood sheeting shall be cut off at a level lower than one foot above the top of any pipe unless otherwise directed by the County. During the progress of the work, the County may direct the Contractor in writing to leave additional wood sheeting in place. If steel sheeting is used for trench sheeting, removal shall be as specified above, unless written approval is given for an alternate method of removal.
  - 3. All sheeting and bracing not left in place shall be carefully removed in such a manner as not to endanger the construction or other structures, utilities, existing piping, or property. Unless otherwise approved or indicated on the Drawings or in the Specification, all sheeting and bracing shall be removed after completion of the piping or structure, care being taken not to disturb or otherwise injure the pipeline or finished masonry. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by

- ramming with tools specifically made for that purpose, by watering, or as may otherwise be directed.
4. The Contractor shall construct, to the extent he deems it desirable for his method of operation, the cofferdams and sheeting outside the neat lines of the pipeline trench or foundation unless otherwise indicated on the Drawings or directed by the County. Sheeting shall be plumb and securely braced and tied in position. Sheeting, bracing and cofferdams shall be adequate to withstand all pressures to which the pipeline or structure will be subjected. Pumping, bracing and other work within the cofferdam shall be done in a manner to avoid disturbing any construction of the pipeline or the enclosed masonry. Any movement or bulging which may occur shall be corrected by the Contractor at his own expense so as to provide the necessary clearances and dimensions.
  5. Drawings of the cofferdams and design computations shall be submitted to the County and approved prior to any construction. However, approval of these drawings shall not relieve the Contractor of the responsibility for the cofferdams. The drawings and computations shall be prepared and stamped by a Registered Professional Engineer in the State of Florida and shall be in sufficient detail to disclose the method of operation for each of the various stages of construction, if required, for the completion of the pipeline and substructures.

B. Dewatering, Drainage and Flotation

1. The Contractor shall construct and place all pipelines, concrete work, select fill, bedding rock and limerock base course, in-the-dry. In addition, the Contractor shall make the final 24" of excavation for this work in-the-dry and not until the water level is a minimum of 18" below proposed bottom of excavation.
2. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavation and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations. At all times during the construction operations, the groundwater levels shall be maintained at an elevation 18 inches below the lowest level where structures are being installed.
3. Dewatering shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
4. Wellpoints may be required for dewatering the soil prior to final excavation for deeper in-ground structures or piping and for maintaining the lowered groundwater level until construction has been completed to avoid the structure, pipeline, or fill from becoming floated or otherwise damaged. Wellpoints shall be surrounded by suitable filter sand and no fines shall be removed by pumping. Pumping from wellpoints shall be continuous and standby pumps shall be provided.
5. The Contractor shall furnish all materials and equipment to perform all work required to install and maintain the proposed drainage systems for handling groundwater and surface water encountered during construction of structures, pipelines and compacted fills.

6. Prior to excavation, the Contractor shall submit his proposed method of dewatering and maintaining dry conditions to the County for approval. Such approval shall not relieve the Contractor of the responsibility for the satisfactory performance of the system. The Contractor shall be responsible for correcting any disturbance of natural bearing soils for damage to pipeline or structures caused by an inadequate dewatering system or by interruption of the continuous operation of the system as specified.
8. As part of his request for approval of a dewatering system, the Contractor shall demonstrate the adequacy of the proposed system and wellpoint filter sand by means of a test installation. Discharge water shall be clear, with no visible soil particles in a one quart sample. Discharge water shall not flow directly into wetlands or Waters of the State as defined by FDEP and SWFWMD.
9. During backfilling and construction, water levels shall be measured in observation wells located as directed by the County.
10. Continuous pumping will be required as long as water levels are required to be below natural levels.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. General
  1. Materials for use as fill and backfill shall be described below and shall be from an FDOT certified pit.
  2. Additional materials shall be furnished as required from off-site sources and hauled to the site.
- B. Bedding - shall conform to FDOT Standard Specifications for Road and Bridge Construction, Section 901 Coarse Aggregate, and shall be either coarse aggregate of Size No. 57 or coarse sand of Size No. 9. Washed shell size No.57 may be used as an alternate bedding material.
- C. Select Fill
  1. Select fill in trenches shall be used below spread footing foundations, slab-on-grade floors and other structures as backfill within three feet of the below grade portions of structures.
  2. Shall be either soil classification A-1, A-2 or A-3, per AASHTO M-145, and shall be free of organic matter, lumps of clay or marl, muck, compressible materials, and rock exceeding 2.5 inches in diameter. Broken concrete, masonry, rubble or other similar materials shall not be used as backfill. Minimum acceptable density shall be 98 percent of the maximum density as determined by AASHTO T-180.
- D. Common Fill
  1. Shall be either soil classification A-1, A-2, A-3, A-4, A-5 or A-6, per AASHTO M-145, and shall be free of organic matter, lumps of clay or marl, muck, compressible materials and rock exceeding 2.5 inches in diameter.

Broken concrete, masonry, rubble or other similar materials shall not be used as backfill.

2. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpiles for reuse. All material which, in the opinion of the County, is not suitable for reuse shall be spoiled as specified herein for disposal of unsuitable materials by the Contractor.

- E. Unsuitable Material - soil classification A-7 and A-8, per AASHTO M-145, shall not be used as backfill material.

## **PART 3 EXECUTION**

### **3.01 EXCAVATION**

- A. Excavate trenches and pits for structures to the elevations indicated on the construction drawings. Take special care to avoid over-excavating or disturbing the bottom of the trench or pit, so that the soil at the bottom of the hole remains in a naturally compacted condition. Excavate to widths sufficient to provide adequate working room to install the required structures. Do not excavate the final layer of soil to the designed grade until just before placing the bedding, foundation, pipe, structure, or masonry work required. Remove boulders, rocks, logs or any unforeseen obstacles encountered.
- B. In case the foundation soil found at the bottom of the trench or pit is soft, plastic or mucky, or does not conform to the soils classification specified as suitable foundation material, over-excavation to a greater depth will be required. Soils not meeting the classification required for foundation material shall be removed to a depth at least four inches below the bottom of the pipe, bedding or structure bottom elevation. Rock, boulders or other hard or lumpy material shall be removed to a depth 12 inches below the bottom of the pipe, bedding or structure bottom elevation. Remove muck, clay or other soft material to a depth as needed to establish a firm foundation.
- C. Where possible, the sides of trenches should be vertical up to at least the spring line of the installed pipe.
- D. Trench excavation shall be performed in accordance with Florida Statute Title XXXIII, Chapter 553, Part III, Trench Safety Act.

### **3.02 BACKFILLING**

- A. Backfill materials shall be placed on solid, firm, naturally compacted or compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180, dry or dewatered in place soil foundations.
- B. Where over-excavation is required due to nonconforming soil classification or rocky, unstable, or otherwise undesirable soil conditions, place Select Fill or Common Fill in the over-excavated zone up to the base of the bedding material layer. Compact the over-excavated zone to 98 percent of the maximum dry density of the material as determined by AASHTO T-180.

- C. When backfilling in an over-excavated zone where moist or watery conditions exist, backfill shall be coarse No. 9 sand or a mixture of No. 57 coarse aggregate with either No. 9 coarse sand, A-1, or A-3 material.
- D. After compaction, backfill material in the over-excavation zone shall form a solid and firm foundation on which to build up successive layers of backfill and structures.
- E. Bedding materials shall be placed on solid, firm soil foundations and shall be compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180.
- F. Trenching backfill for pipe installation shall be Select Fill for the pipe bedding zone. The pipe bedding envelope shall begin at the level four inches, six inches, or nine inches, depending on pipe diameter, below the bottom of the pipe, and shall extend vertically up to a level 12 inches above the top of the pipe. Where the in-place soil material within the four inch, six inch, or nine inch pipe bedding zone beneath the bottom of the pipe meets the soil classification for Select Common Fill, undercutting of the trench below the bottom of the pipe will not be required. In this case, loosen the soil in the bottom of the trench immediately below the middle third of the pipe diameter, and place the pipe upon it. Where the in-place soil material within the pipe bedding zone does not meet the soil classification for Select Fill, undercutting shall be required, and the bedding zone shall be backfilled with Selected Common Fill. In this case, place the pipe bedding material and leave it in a moderately firm uncompacted condition under the middle third of the pipe diameter, and compact the outer portions of the trench bottom to 98 percent of the maximum dry density. Soils that were over-excavated due to rocky, soft or otherwise unsuitable soil foundation conditions shall also be replaced with Select Fill. Compaction of Select Fill shall be 98 percent of the maximum dry density as determined by AASHTO T-180. Such backfill material shall have an optimized moisture content that will allow the required density to be achieved.
- G. Pipe sections for gravity flow systems shall be laid with spigots downstream and bells upstream. Excavate for pipe bells before laying pipe. Lay pipe true to the lines and grades indicated on the construction plans. Place backfill material on both sides of the pipe and compact to 98 percent of the maximum dry density of the material as determined by AASHTO T-180. Take special care to effectively fill and compact the material in the haunch areas under the sides of the pipe.
- H. For pipes that are not installed under roadways or driveways, trenching backfill for pipe installation shall be Common Fill above the pipe envelope zone and shall be compacted to 95 percent of the maximum dry density of the material as determined by AASHTO T-180 and shall have moisture content optimized to allow the required density. For pipes that are installed under roadways or driveways, trenching backfill for pipe installation shall be Select Fill above the pipe envelope zone and shall be compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180 and shall have moisture content optimized to allow the required density. Select Backfill shall be placed in layers not to exceed 6 inches. Common Backfill shall be placed in layers not to exceed 12 inches.

- I. Backfill compaction tests shall be performed every 500 feet in pipeline trenches and for every utility structure. Test reports shall be presented to the County Inspector.

### **3.03 GRADING AND CLEAN UP**

- A. Surplus and unsuitable soil materials not used on-site shall be removed and disposed of off-site in a manner that is consistent with state and local regulations. In no case shall surplus or unsuitable material be deposited on-site or on adjacent lands.
- B. The surface of backfilled areas shall be graded smooth and true to the lines and grades indicated on the construction plans. No soft spots or uncompacted areas shall be allowed in the work.
- C. Upon completion of the work, leave the work areas and all adjacent areas in a neat and presentable condition, clear of all temporary structures, rubbish and surplus materials. Pile any salvageable materials that have been removed in neat piles for pickup by County crews, unless otherwise directed.

**END OF SECTION**

**SECTION 02223 EXCAVATION BELOW GRADE AND CRUSHED STONE OR SHELL REFILL**

**PART 1 GENERAL**

**1.01 SCOPE OF WORK**

- A. If in the opinion of the County, the material at or below the normal grade of the bottom of the trench is unsuitable for pipe or structure foundation, it shall be removed to the depth directed by the County and replaced by crushed stone or washed shell.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 MATERIALS**

**3.01 EXCAVATION AND DRAINAGE**

- A. Whatever the nature of unstable material encountered or the groundwater conditions, trench stabilization shall be complete and effective.
- B. Should the Contractor excavate below the grade shown on the Contract drawings because of negligence or for his own convenience; due to failure in properly dewatering the trench; disturbs the subgrade before dewatering is sufficiently complete; he shall be directed by the County to excavate below grade. The work of excavating below grade and furnishing and placing the approved refill material shall be performed at the Contractor's expense.

**3.02 REFILL**

- A. Soils not meeting the classification required for foundation material shall be removed to a depth at least four inches below the bottom of the pipe, bedding or structure bottom elevation. Rock, boulders or other hard or lumpy material shall be removed to a depth 12 inches below the bottom of the pipe, bedding or structure bottom elevation. Remove muck, clay or other soft material to a depth as needed to establish a firm foundation.

**END OF SECTION**



## SECTION 02240 DEWATERING (DURING CONSTRUCTION)

### PART 1 GENERAL

#### 1.01 DESCRIPTION

- A. Scope of Work: The work to be performed under this Section shall include the design and installation of a temporary wellpoint system to dewater subsurface waters from structures as required. The system shall remain in place until completion of construction.
- B. Related Work Described Elsewhere:
  - 1. Trenching, Bedding, and Backfill for Pipe, 02221.

#### 1.02 QUALITY ASSURANCE

- A. Qualifications: The temporary dewatering system shall be designed by a firm who regularly engages in the design of dewatering systems and who is fully experienced, reputable, and qualified in the design of such dewatering systems. The firm shall have a successful record of operation for a minimum of five (5) years prior to bid date.
- B. In lieu of experience, the dewatering firm shall provide a performance and warranty bond for 1.5 times the total installed cost of the temporary dewatering system. This bond shall be executed prior to award and/or contract execution.
- C. Standards: The dewatering of any excavation areas and the disposal of water during construction shall be in strict accordance with all local and state government rules and regulations.

#### 1.03 SUBMITTALS

- A. Materials and Shop Drawings: Shop drawings required to establish compliance with the specifications shall be submitted in accordance with the provisions of Section 01340: Shop Drawings, Project Data and Samples. Submittals shall include at minimum the following:
  - 1. Design notes and drawings.
  - 2. Descriptive literature of the temporary dewatering system.
  - 3. Layout of all piping involved.
  - 4. Bill of materials.

#### 1.04 CRITERIA

- A. The wellpoint system shall be developed to the point that is capable of dewatering such that pipe can be laid and compacted satisfactorily as shown on the Drawings. Each wellpoint system shall be capable of dewatering and maintaining groundwater levels at the respective structures.

## **PART 2 PRODUCTS**

### **2.01 GENERAL**

- A. The equipment specified herein shall be standard wellpoint dewatering equipment of proven ability as designed and manufactured by firms having experience in the design and production of such equipment. The equipment furnished shall be designed, constructed and installed in accordance with the best practices and methods.
- B. The use of wrapped underdrains or “socks” for dewatering shall not be allowed unless approval is obtained by the OWNER.
- C. The CONTRACTOR shall be required to monitor the performance of the dewatering system during the progress of the work and require such modifications as may be required to assure that the systems will perform satisfactorily. Dewatering system shall be designed in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils and to preserve the integrity of adjacent structures.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Dewatering: The CONTRACTOR shall install a temporary wellpoint dewatering system for the removal of subsurface water encountered during construction of the proposed structures and/or piping.

### **3.02 PROTECTION AND SITE CLEAN-UP**

- A. At all times during the progress of the Work the CONTRACTOR shall use all reasonable precautions to prevent either tampering with the wellpoints or the entrance of foreign material.
- B. In the event that satisfactory dewatering cannot be accomplished due to subsurface conditions or where dewatering could damage existing structures, the CONTRACTOR shall obtain the Owner/Engineer's approval of wet trench.
- C. Immediately upon completion of the wellpoint system, the CONTRACTOR shall remove all of his equipment, materials, and supplies from the site of the work, remove all surplus materials and debris, fill in all holes or excavations, and grade the site to elevations of the surface levels which existed before work started. The site shall be thoroughly cleaned and approved by the Owner/Engineer.

### **3.03 DISPOSAL**

- A. Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals, or suitable disposal pits.
- B. CONTRACTOR is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the operation.

- C. In areas where adequate disposal sites are not available, partially backfilled trenches may be used for water disposal only when the CONTRACTOR'S plan for trench disposal is approved in writing by the Owner/Engineer. The CONTRACTOR'S plan shall include temporary culverts, barricades, and other protective measures to prevent damage to property or injury to any person or persons.
- D. No flooding of streets, roadways, driveways, or private property will be permitted. Engines driving dewatering pumps shall be equipped with residential type mufflers. Where practical and feasible, electrical "drops" should be used in lieu of portable generators.

**END OF SECTION**



## SECTION 02260 FINISH GRADING

### PART 1 GENERAL

#### 1.01 WORK INCLUDED

- A. The Contractor shall finish grade sub-soil.
- B. The Contractor shall cut out areas to receive stabilizing base course materials for paving and sidewalks.
- C. The Contractor shall place, finish grade and compact top soil.

#### 1.02 PROTECTION

- A. The Contractor shall prevent damage to existing fencing, trees, landscaping, natural features, bench marks, pavement and utility lines. Damage shall be corrected at no cost to the County.

### PART 2 PRODUCTS

- A. Topsoil: Shall be friable loam free from subsoil, roots, grass, excessive amount of weeds or other organics, stones, and foreign matter; acidity range (pH) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter. The Contractor may use topsoil stockpiles on site if they conform to these requirements.

### PART 3 EXECUTION

#### 3.01 SUB-SOIL PREPARATION

- A. The Contractor shall rough grade sub-soil systematically to allow for a maximum amount of natural settlement and compaction. Uneven areas and low spots shall be eliminated. Debris, roots, branches or other organics, stones, and sub-soil shall be removed by the Contractor and disposed of in a manner consistent with the latest Manatee County Standards as well as any affected regulatory agency. Should contaminated soil be found, the Contractor shall notify the County.
- B. The Contractor shall cut out areas to sub-grade elevation to stabilize base material for paving and sidewalks and shall be compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180, and shall have moisture content optimized to allow the required density.
- C. The Contractor shall bring sub-soil to required profiles and contour grades gradually; and blend slopes into level areas.
- D. The Contractor shall slope the structure grade a minimum of two (2) inches in ten (10) feet unless indicated otherwise on the Drawings.
- E. The Contractor shall cultivate sub-grade to a depth of 3 inches where the topsoil is to be placed. He shall repeat cultivation in areas where equipment use has

compacted sub-soil.

- F. The Contractor shall not make grade changes which causes water to flow onto adjacent lands.

### **3.02 PLACING TOPSOIL**

- A. The Contractor shall place topsoil in areas where seeding, sodding and planting is to be performed. He shall place from the following minimum depths, up to finished grade elevations:
  - 1. 6 inches for seeded areas
  - 2. 4-1/2 inches for sodded areas
  - 3. 24 inches for shrub beds
  - 4. 18 inches for flower beds
- B. The Contractor shall use topsoil in a dry state as determined by the County. He shall place the material during dry weather.
- C. The Contractor shall use fine grade topsoil eliminating rough and low areas to ensure positive drainage. He shall maintain levels, profiles and contours of the sub-grades.
- D. The Contractor shall remove stone, roots, grass, weeds, debris, and other organics or foreign material while spreading the material.
- E. The Contractor shall manually spread topsoil around trees, plants and structures to prevent damage which may be caused by grading equipment.
- F. The Contractor shall lightly compact and place the topsoil.

### **3.03 SURPLUS MATERIAL**

- A. The Contractor shall remove surplus sub-soil and topsoil from site at his expense.
- B. The Contractor shall leave stockpile areas and entire job site clean and raked, ready for landscaping operations.

**END OF SECTION**

## **SECTION 02276 TEMPORARY EROSION AND SEDIMENTATION CONTROL**

### **PART 1 GENERAL**

#### **1.01 DESCRIPTION**

- A. The work specified in this Section consists of the design, provision, maintenance and removal of temporary erosion and sedimentation controls as necessary.
- B. Temporary erosion controls include, but are not limited to grassing, mulching, netting, watering, and the reseeding of on-site surfaces and spoil and borrow area surfaces, interceptor ditches at ends of berms and other such work at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the County.
- C. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which shall ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the County.
- D. The Contractor is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

#### **1.02 REFERENCE DOCUMENTS**

- A. Florida Building Code.
- B. SWFWMD Permit Regulations and/or Permit as applicable.
- C. Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual.

### **PART 2 PRODUCTS**

#### **2.01 EROSION CONTROL**

- A. Netting - fabricated of material acceptable to the County.
- B. Seed and sod.

#### **2.02 SEDIMENTATION CONTROL**

- A. Bales - clean, seed free cereal hay type.
- B. Netting - fabricated of material acceptable to the County.
- C. Filter stone - crushed stone conforming to Florida Dept of Transportation specifications.
- D. Concrete block - hollow, non-load-bearing type.

- E. Concrete - exterior grade not less than one inch thick.

## **PART 3 EXECUTION**

### **3.01 EROSION CONTROL**

- A. Minimum procedures for grassing shall be:
  1. Scarify slopes to a depth of not less than six inches and remove large clods, rock, stumps, roots larger than 1/2 inch in diameter and debris.
  2. Sow seed within twenty-four (24) hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.
  3. Apply mulch loosely and to a thickness of between 3/4-inch and 1-1/2 inches.
  4. Apply netting over mulched areas on sloped surfaces.
  5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

### **3.02 SEDIMENTATION CONTROL**

- A. The Contractor shall install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Deteriorated hay bales and dislodged filter stone shall be replaced by the Contractor at his expense.

### **3.03 PERFORMANCE**

- A. The Contractor, at his own expense, shall immediately take whatever steps are necessary to correct any deficiencies of the temporary erosion and sediment control measures employed if they fail to produce results or do not comply with the requirements of the State of Florida or any other federal, governmental or regulatory agency.

**END OF SECTION**

## SECTION 02444 FENCING

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. Furnish all labor, material, equipment and incidentals necessary for complete installation of vinyl coated chain link fence system with privacy decorative slatting. The fencing shall be installed according to manufacturer's specifications unless otherwise directed or authorized by the County.
- B. The Contractor's security fencing is at his expense and option and is not covered in this Section.

#### 1.02 QUALITY ASSURANCE

- A. Standards of Manufacture shall comply with the standards of the Chain Link Fence Manufacturer's Institute for "Galvanized Steel Chain Link Fence Fabric" and as herein specified.
- B. Provide each type of steel fence and gates as a complete unit produced by a single manufacturer, including, but not limited to accessories, fittings, fasteners and appurtenances complete and ready for use.
- C. Acceptable Manufacturers: Anchor, Cyclone, or approved equal
- D. Erector Qualifications: The Contractor or approved subcontractor, must have a minimum of two years experience in similar fence installation.

#### 1.03 SUBMITTALS

- A. Product Data:

For Steel Fences and Gates, the Contractor shall submit for review and approval to the County, five (5) copies of the manufacturer's technical data, details of fabrication, installation instructions and procedures for steel fences and gates. The Contractor shall be responsible for a copy of each instruction to be given to the Installer.

- B. Samples:

The Contractor shall submit two samples approximate size 6-inches long, or 6-inches square of fabric material, framework members and typical accessories to the County for review and approval.

- C. Certificates:

The Contractor shall provide manufacturer's certification that materials meet or exceed the Contract Document requirements.

## **PART 2 PRODUCTS**

### **2.01 GENERAL**

- A. The pipe sizes indicated are commercial pipe sizes.
- B. The tube sizes indicated are nominal outside dimension.
- C. Framework and appurtenances shall be finished with not less than minimum weight of zinc per sq. ft. and shall comply with the following:
  - 1. Pipe: ASTM A53 (1.8 oz. zinc psf)
  - 2. Square tubing: ASTM A 123 (2.0 oz. zinc psf)
  - 3. Hardware and Accessories: ASTM A 153 (zinc weight per Table I).
- D. All fence components shall be galvanically compatible.
- E. Vinyl coatings for fabric, posts, rails, gates, and all other fittings and components shall be thermally fused polyvinyl chloride; heavy mil coating per ASTM F 668.

### **2.02 FABRIC**

- A. Fabric shall be 0.148 inch (9 gage) steel wire, 2-inch diamond mesh and both top and bottom salvages shall be twisted and barbed for fabric over 60-inches high. Finish shall be hot dipped galvanized, ASTM A 392, Class II.

### **2.03 POSTS, RAILS AND BRACES**

- A. End, Corner and Pull Posts:

The Contractor shall furnish end, corner and pull posts of the minimum size of 3" (2-1/2-inch min. OD) pipe weighing 3.65 pounds min. per linear ft.

- B. Line Post:

The Contractor shall furnish line posts of the minimum size of 2.5" Post (2-3/8-inch min. OD) pipe weighing 2.72 pounds min. per linear foot. Post shall be spaced 8 foot o.c. maximum, unless otherwise indicated:

- C. Gate Posts:

The Contractor shall furnish 4" (3-1/2-inch min. OD) gate posts for supporting a 6 feet wide, single gate leaf, or one leaf of a double gate installation, for nominal gate width; weighing 5.79 pounds min. per linear foot.

- D. Top Rails:

The Contractor shall furnish 1-5/8-inch min. Sch 40 vinyl coated top rail pipe weighing 2.27 pounds min. per linear, unless otherwise indicated.

E. Post Brace Assembly:

The Contractor shall furnish bracing assemblies at the end, gate, at both sides of corner and pull posts, with the horizontal brace located at mid-height of the fabric. Use 1-5/8-inch min. OD pipe weighing 2.27 pounds min. per linear foot for horizontal brace and 3/8-inch diameter rod with turnbuckles for diagonal truss.

F. Tension Wire:

The Contractor shall furnish tension wire consisting of galvanized 0.177 inch (7 gage) coiled spring wire as per ASTM A824 at the bottom of the fabric only.

G. Barbed Wire Supporting Arms (only when specified):

The Contractor shall furnish pressed steel, wrought iron, or malleable iron barbed wire supporting arms, complete with provisions for anchorage to posts and attaching three rows of barbed wire to each arm. Supporting arms may be attached either to posts or integral with post top weather cap. The Contractor shall provide a single 45 degree arm for each post where indicated.

H. Barbed Wire (only when specified):

The Contractor shall furnish barbed wire. It shall be 2 strand, 12-1/2 gauge wire with 14 gauge, 4-point barbs spaced 5-inch o.c., galvanized, complying with ASTM A121, Class 3.

I. Post Tops:

The Contractor shall furnish post tops. Tops shall be pressed steel, wrought iron, or malleable iron of ASTM F626 designed as a weathertight closure cap (for tubular posts). The Contractor shall furnish one cap for each post unless equal protection is afforded by a combination of post top cap and barbed wire supporting arm. The Contractor shall furnish caps with openings to permit through passage of the top rail.

J. Stretcher Bars:

The Contractor shall furnish stretcher bars. Bars shall be one piece lengths equal to the full height of the fabric, with a minimum cross-section of 3/16-inch x 3/4-inch. The Contractor shall provide one stretcher bar for each gate and end post and two bars for each corner and pull post, except where fabric is integrally woven into the post.

K. Stretcher Bar Bands:

The Contractor shall furnish stretcher bar bands. Bands shall be steel, wrought iron, or malleable iron, a maximum space of 15-inch o.c. to secure stretcher bars to end, corner, pull and gate posts.

## 2.04 GATES

A. The Contractor shall provide a 6 feet high, 6 feet wide fabricated gate perimeter

frames of 1-5/8-inch min. OD pipe tubular members weighting 2.27 pounds min. per linear foot. Additional horizontal and vertical members shall ensure proper gate operation and attachment of fabric, hardware and accessories. The maximum space of the frame members shall not be more than 8-inches apart.

- B. The Contractor shall assemble gate frames by welding or with special malleable or pressed steel fittings and rivets for rigid connections. He shall use the same fabric width as for the fence, unless otherwise indicated in the Contract Documents or authorized by the County. He shall install the fabric with stretcher bars at vertical edges. The bars may also be used at the top and bottom edges. The contractor shall attach stretchers to the gate frame at a maximum spacing of 15-inch o.c. He shall attach the hardware with rivets or by other means which will prevent removal or breakage.
- C. The Contractor shall install diagonal cross-bracing consisting of 3/8-inch diameter adjustable length truss rods on gates as necessary to ensure frame rigidity without sag or twist.
- D. The Contractor shall install barbed wire above the gates, (only when specified). He shall extend the end members of gate frames 12-inches above the top member which will be prepared for three strands of wire. The Contractor shall provide necessary clips for securing wire to extensions.
- E. Gate Hardware:
  - 1. The Contractor shall furnish the following hardware and accessories for each gate.
    - a. Hinges: Pressed or forged steel or malleable iron to suit gate size, non-lift-off type, offset to permit 180 degrees gate opening. Provide 1-1/2 pair of hinges for each leaf over six feet nominal height.
    - b. Latch: Forked type of plunger-bar type to permit operation from either side of gate with padlock eye as integral part of latch.
    - c. Keeper: Provide keeper for all vehicle gates, which automatically engages the gate leaf and holds it in the open position until manually released.
    - d. Double Gates: Provide gate stops for double gates, consisting of mushroom type of flush plate with anchors. Set in concrete to engage the center drip drop rod or plunger bar. Include locking device and padlock eyes as an integral part of the latch, using one padlock for locking both gate leaves.
    - e. Where gates are between masonry piers, provide "J" with 4-inch square anchor plate to masonry contractor for building in.

## **2.05 MISCELLANEOUS MATERIALS AND ACCESSORIES**

- A. Wire Ties: The Contractor shall tie fabric to line posts. He shall use 9 gauge wire ties spaced 12-inches o.c. For tying fabric to rails and braces, he shall use 9 gauge wire ties spaced 24-inches o.c. For tying fabric to tension wire, he shall use 11 gauge hog rings spaced 24-inches o.c. The finish of ties shall match the fabric finish.

- B. Concrete: The Contractor shall provide portland cement concrete in compliance with ASTM C-150 and the Contract Documents. Aggregates shall comply with ASTM C-33. The Contractor shall mix the materials to obtain a minimum 28-day compressive strength of 3,000 psi, using a minimum of 4 sacks of cement per cubic yard, a maximum size aggregate of 1-inch, a maximum 3-inch slump and air entrainment of 2 percent to 4 percent.
- C. Privacy Decorative Slating (PDS) shall be PVC, bottom locking, non-fin type, sized to match the fabric height and color in both the fence and gates.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. The Contractor shall not start the fence installation prior to the final grade completion, and the finish elevations established, unless otherwise authorized by the County.
- B. The Contractor shall repair damaged coatings in the shop or in the field by recoating utilizing manufacturers recommended repair compounds and as applied per manufacturer's recommendations.
- C. Excavation:
  - 1. For post footings, the Contractor shall drill holes in firm, undisturbed or compacted soil of the diameters and spacings shown or called out in the Contract Documents.
    - a. For holes not shown or called out on the Contract Documents, the Contractor shall excavate minimum diameters recommended by the fence manufacturer.
    - b. Post holes shall be in true alignment and of sufficient size to provide a permanent concrete foundation. Concrete shall be poured against undisturbed earth sides and bottom. All holes shall be 48-inches deep with posts and corner posts placed in the concrete to a depth of 36-inches. The gate posts shall be set in the concrete to a depth of 42-inches below the surface in firm, undisturbed soil. Holes shall be well centered on the posts. A minimum diameter of 12-inches shall be required for all corner and line post holes; 18-inches min. shall be required for all gate post holes.
    - c. Excavated soil shall be removed from the County's property.
    - d. If solid rock is encountered near the surface, the Contractor shall drill into rock at least 12-inches for line posts and at least 18-inches for end, pull, corner or gate posts. Hole shall be drilled to at least 1-inch greater diameter than the largest dimension of the post to be place.
    - e. If the Contractor encounters solid rock below solid overburden, he shall drill to the full depth required; however, rock penetration need not exceed the minimum depths specified.

D. Setting Posts:

1. The Contractor shall remove loose and foreign materials from the sides and bottoms of holes, and moisten soil prior to placing concrete.
  - a. Center and align posts in holes above bottom of excavation.
  - b. Place concrete around posts in a continuous pour and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations. The top of concrete shall extend 2-inches above finish grade.
  - c. Trowel finish tops of footings and slope or dome to direct water away from posts. Extend footings for gate posts to the underside of bottom hinge. Set keeps, stops, sleeves and other accessories into concrete as required.
  - d. Keep exposed concrete surfaces moist for at least 7 days after placement, or cure with membrane curing materials, or other acceptable curing method.
  - e. Grout-in posts set into sleeved holes, concrete constructions, or rock excavations with non-shrink portland cement grout, or other acceptable grouting material.

E. Concrete Strength:

The Contractor shall allow the concrete to attain at least 75% of its minimum 28-day compressive strength no sooner than 7 days after placement, before rails, tension wires, barbed wire, or fabric is installed. The Contractor shall not stretch and tension fabric or wires and shall not hang gates until the concrete has attained its full design strength.

F. Top Rails:

The Contractor shall run the rail continuously through post caps or extension arms and bend to radius for curved runs. He shall provide expansion coupling as recommended by fencing manufacturer.

G. Brace Assemblies:

The Contractor shall install braces so that posts are plumb when diagonal rod is under proper tension.

H. Tension Wire:

The Contractor shall install tension wires by weaving through the fabric and tying to each post with not less than 0.177 inch (7 gage) galvanized wire, or by securing the wire to the fabric.

I. Fabric:

The Contractor shall leave approximately 3-inches between finish grade and bottom salvage, except where the bottom of the fabric extends into the concrete.

He shall pull the fabric taut and tie it to posts, rails and tension wires. He shall install fabric on the security side of the fence and anchor it to the framework so that the fabric remains in tension after the pulling force is released.

J. Stretcher Bars:

The Contractor shall thread through or clamp the bars to the fabric 4-inches o.c. and secure them to posts with metal bands spaced 15-inches o.c.

K. Gate:

The Contractor shall install gates plumb, level and secure for full opening without interference. He shall install ground-set items in concrete for anchorage, as recommended by the fence manufacturer. He shall adjust hardware for smooth operation and lubricate where necessary.

L. Tie Wires:

The Contractor shall use U-shaped wire, conforming to the diameter of the attached pipe, and shall clasp the pipe and fabric firmly with twisted ends of at least 2 full turns. He shall bend the end of the wire to minimize hazard to persons or clothing.

M. Fasteners:

The Contractor shall install nuts for tension band and hardware bolts on the side of fence opposite the fabric side. Pen ends of bolts or score threads to prevent removal of nuts.

**3.02 INSTALLATION**

- A. Fence shall be constructed such that each run of fence between corner posts or gate posts has equal spacing between the line posts. Spacing shall not exceed 8 feet.

**END OF SECTION**



## **SECTION 02485 SEEDING AND SODDING**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all labor, materials and equipment necessary to satisfactorily return all construction areas to their original conditions or better.
- B. Work shall include furnishing and placing seed or sod, fertilizing, planting, watering and maintenance until acceptance by County.

#### **1.02 RELATED WORK NOT INCLUDED**

- A. Excavation, filling and grading required to establish elevation shown on the Drawings are included under other sections of these Specifications.

#### **1.03 QUALITY ASSURANCE**

- A. It is the intent of this Specification that the Contractor is obliged to deliver a satisfactory stand of grass as specified. If necessary, the Contractor shall repeat any or all of the work, including grading, fertilizing, watering and seeding or sodding at no additional cost to the County until a satisfactory stand is obtained. For purposes of grassing, a satisfactory stand of grass is herein defined as a full lawn cover over areas to be sodded or seeded, with grass free of weeds, alive and growing, leaving no bare spots larger than 3/4 square yard within a radius of 8 feet.
- B. All previously grassed areas where pipelines are laid shall be sodded. All sodding and grassing shall be installed in accordance with these Specifications or as directed by the County.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS**

- A. Fertilizer: The fertilizer shall be of the slow-release type meeting the following minimum requirements: 12 percent nitrogen, 8 percent phosphorus, 8 percent potassium; 40 percent other available materials derived from organic sources. At least 50 percent of the phosphoric acid shall be from normal super phosphate or an equivalent source which will provide a minimum of two units of sulfur. The amount of sulfur shall be indicated on the quantitative analysis card attached to each bag or other container. Fertilizer shall be uniform in composition, dry and free flowing delivered to sites in original unopened containers bearing manufacturer's statement or guarantee.
- B. Seeding/Grassing: The Contractor shall grass all unpaved areas disturbed during construction which do not require sod. All grassing shall be completed in conformance with FDOT Specifications, Sections 570 and 981. The grassed areas shall be mulched and fertilized in accordance with FDOT Specifications, except that no additional payment will be made for mulching, fertilizing and/or watering.

- C. Sodding: Sod shall be provided as required on the construction drawings or at locations as directed by the County in accordance with Florida Department of Transportation, Specifications Section 575 and 981. The Contractor shall furnish Bahia grass sod or match existing sod. Placement and watering requirements shall be in accordance with FDOT Specifications Section 575, except that no additional payment will be made for placement and/or watering. This cost shall be included in the Contract price bid for sodding.
- D. Topsoil: Topsoil stockpiled during excavation may be used as necessary. If additional topsoil is required to replace topsoil removed during construction, it shall be obtained off site at no additional cost to the County. Topsoil shall be fertile, natural surface soil, capable of producing all trees, plants and grassing specified herein.
- E. Water: It is the Contractor's responsibility to supply all water to the site, as required during seeding and sodding operations and through the maintenance period and until the work is accepted. The Contractor shall make whatever arrangements that may be necessary to ensure an adequate supply of water to meet the needs for his work. He shall also furnish all necessary hose, equipment, attachments and accessories for the adequate irrigation of lawns and planted areas as may be required. Water shall be suitable for irrigation and free from ingredients harmful to plant life.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. When the trench backfill has stabilized sufficiently, the Contractor shall commence work on lawns and grassed areas, including fine grading as necessary and as directed by the County.
- B. Finish Grading: Areas to be seeded or sodded shall be finish graded, raked, and debris removed. Soft spots and uneven grades shall be eliminated. The County shall approve the finish grade of all areas to be seeded or sodded prior to seed or sod application.
- C. Areas to be sodded shall be excavated or cut-down to accept the approximate 2" thick sod, so finish grade matches existing. Sod shall not be thrown over top of existing sod or debris.
- D. Protection: Seeded and sodded areas shall be protected against traffic or other use by placing warning signs or erecting barricades as necessary. Any areas damaged prior to acceptance by the County shall be repaired by the Contractor as directed by the County.

### **3.02 CLEANUP**

Soil or similar materials spilled onto paved areas shall be removed promptly, keeping those areas as clean as possible at all times. Upon completion of seeding and sodding operations, all excess soil, stones and debris remaining shall be removed from the construction areas.

**3.03 LANDSCAPE MAINTENANCE**

- A. Any existing landscape items damaged or altered during construction by the Contractor shall be restored or replaced as directed by the County.
- B. Maintain landscape work for a period of 90 days immediately following complete installation of work or until County accepts project. Watering, weeding, cultivating, restoration of grade, mowing and trimming, protection from insects and diseases, fertilizing and similar operations as needed to ensure normal growth and good health for live plant material shall be included at no additional cost to the County.

**3.04 REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR'S OPERATORS**

- A. Lawn areas planted under this Contract and all lawn areas damaged by the Contractor's operation shall be repaired at once by proper soil preparation, fertilizing and sodding, in accordance with these Specifications.

**END OF SECTION**



## SECTION 02513 ASPHALT CONCRETE PAVING

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, and equipment necessary to complete all milling asphalt pavement and asphalt concrete paving called out on the Contract Documents or as shown on the Drawings.

#### 1.02 QUALITY ASSURANCE

- A. Qualifications of Asphalt Concrete Producer: The only materials permitted shall be furnished by a bulk asphalt concrete producer exclusively engaged in the production of hot-mix, hot-laid asphalt concrete.
- B. Qualification of Testing Agency: The County may employ a commercial testing laboratory to conduct tests and evaluations of asphalt concrete materials and design. The Contractor shall:
1. Provide asphalt concrete testing and inspection service acceptable to County.
  2. Include sampling and testing asphalt concrete materials proposed, and tests and calculations for asphalt concrete mixtures.
  3. Provide field testing facilities for quality control testing during paving operations.
- C. Requirements of Regulatory Agencies: The Contractor shall comply with the applicable requirements of:
1. Manatee County Utility Operations Department
  2. Manatee County Transportation Department
  3. State of Florida Dept. of Transportation

#### 1.03 PAVING QUALITY REQUIREMENTS

- A. General: In addition to other specified conditions, the Contractor shall comply with the following minimum requirements:
1. In-place asphalt concrete course shall be tested for compliance with requirements for density, thickness and surface smoothness.
  2. Final surface shall be provided of uniform texture, conforming to required grades and cross sections.
  3. A minimum of four inch diameter pavement specimens for each completed course shall be taken from locations as directed by the County.
  4. Holes from test specimens shall be repaved as specified for patching defective work.
- B. Density:
1. When subjected to 50 blows of standard Marshall hammer on each side of

- an in place material specimen, densities shall be comparable to a laboratory specimen of same asphalt concrete mixture.
2. The minimum acceptable density of in-place course material shall be 98% of the recorded laboratory specimen density.
- C. Thickness: In-place compacted thicknesses shall not be acceptable if less than the minimum thicknesses shown on the Drawings.
- D. Surface Smoothness:
1. Finished surface of each asphalt concrete course shall be tested for smoothness, using a 10 ft. straightedge applied parallel to and at right angles to centerline of paved areas.
  2. Surface areas shall be checked at intervals directed by County.
  3. Surfaces shall not be acceptable if they exceed the following:
    - a. Base Course: 1/4 in. in 10 ft.
    - b. Surface Course: 3/16 in. in 10 ft.
    - c. Crowned Surfaces:
      - (1) Test crowned surfaces with a crown template, centered and at right angles to the crown.
      - (2) Surfaces will not be acceptable if varying more than 1/4 in. from the template.

#### 1.04 SUBMITTALS

- A. Samples: The Contractor may be required to provide samples of materials for laboratory testing and job-mix design.
- B. Test Reports: The Contractor shall submit laboratory reports for following materials tests:
1. Coarse and fine aggregates from each material source and each required grading:
    - a. Sieve Analysis: ASTM C 136 (AASHTO T 27).
    - b. Unit Weight of Slag: ASTM C29 (AASHTO T 19).
    - c. Soundness: ASTM C 88 (AASHTO T 104) for surface course aggregates only.
    - d. Sand Equivalent: ASTM D 2419 (AASHTO T 176).
    - e. Abrasion of Coarse Aggregate: ASTM C131 (AASHTO T 96), for surface course aggregates only.
  2. Asphalt cement for each penetration grade:
    - a. Penetration: ASTM D5 (AASHTO T49).
    - b. Viscosity (Kinematic): ASTM D2170 (AASHTO T 201).
    - c. Flash Point: ASTM D92 (AASHTO T 48).
    - d. Ductility: ASTM D 113 (AASHTO T 51).
    - e. Solubility: ASTM D 4 (AASHTO T 44).
    - f. Specific Gravity: ASTM D 70 (AASHTO T 43).

3. Job-mix design mixtures for each material or grade:
  - a. Bulk Specific Gravity for Coarse Aggregate: ASTM C 117 (AASHTO T 85).
  - b. Bulk Specific Gravity for Fine Aggregate: ASTM C 128 (AASHTO T 84).
4. Uncompacted asphalt concrete mix: Maximum Specific Gravity: ASTM D 2041 (AASHTO T 209).
5. Compacted asphalt concrete mix:
  - a. Bulk Density: ASTM D 1188 (AASHTO T 166).
  - b. Marshall Stability and Flow: ASTM D 1559.
6. Density and voids analysis:
  - a. Provide each series of asphalt concrete mixture test specimens, in accordance with A.I. MS-2 "Mix Design Methods for Asphalt Concrete".
  - b. Use Marshall method of mix design unless otherwise directed or acceptable to the County.
  - c. Report the quantity of absorbed asphalt cement in pounds of dry aggregate, percent air voids, and percent voids in mineral aggregate.
7. Sampling and testing of asphalt concrete mixtures for quality control during paving operations:
  - a. Uncompacted asphalt concrete mix.
    - (1) Asphalt Cement Content: ASTM D 2172 (AASHTO T 164).
    - (2) Penetration of Recovered Asphalt Cement: ASTM D 5 (AASHTO T 49).
    - (3) Ductility of Recovered Asphalt Cement: ASTM D 113 (AASHTO T 51).
  - b. Compacted asphalt concrete mix:
    - (1) Bulk Density: ASTM D 1188 (AASHTO T 166).  
Marshall Stability and Flow: ASTM D1559).
  - c. Perform at least one test for each day's paving.
8. Asphalt plant inspection: ASTM D 290.
9. Additional testing:
  - a. Retesting shall be required if previous tests indicate insufficient values, or if directed by the County.
  - b. Testing shall continue until specified values have been attained.

10. Asphalt concrete materials which do not comply with specified requirements shall not be permitted in the work.

## **1.05 JOB CONDITIONS**

- A. Weather Limitations:
  1. Apply bituminous prime and tack coats only when the ambient temperature in the shade is 50 degrees F. and when the temperature has not been below 35 degrees F. for 12 hours immediately prior to application.
  2. Do not apply when the base surface is wet or contains an excess of moisture which would prevent uniform distribution and the required penetration.
  3. Construct asphalt concrete surface course only when atmospheric temperature is above 40 degrees F., when the underlying base is dry, and when weather is not rainy.
  4. Base course may be placed when air temperature is not below 30 degrees F. and rising, when acceptable to the County.
- B. Grade Control: Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.
- C. Traffic Control: Maintain vehicular and pedestrian traffic during paving operations, as required for other construction activities.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Soil Cement or Shell Base Course: as specified in FDOT Section 285, "Optional Base Course", and as called for in the Contract Documents.
- B. Aggregate for Asphalt Concrete, General:
  1. Sound, angular crushed stone, crushed gravel, or crushed slag: ASTM D 692.
  2. Sand, stone, or slag screening: ASTM D 1073.
  3. Provide aggregate in gradations for various courses to comply with local highway standards.
- C. Surface Course Aggregates:
  1. Provide natural sand, unless sand prepared from stone, slag, or gravel or combinations are required to suit local conditions.
- D. Asphalt Cement: Comply with ASTM D 946 for 85-100 penetration grade.
- E. Prime Coat:
  1. Cut-back liquid asphalt.
  2. Medium-Curing type: ASTM D 2027, Grade MC-70.

## **2.02 ASPHALT-AGGREGATE MIXTURES**

### **A. Job-mix criteria:**

1. Provide job-mix formulas for each required asphalt-aggregate mixture.
2. Establish a single percentage of aggregate passing each required sieve size, a single percentage of asphalt cement to be added to aggregate, and a single temperature at which asphalt concrete is to be produced.
3. Comply with the mix requirements of local governing highway standards.
4. Maintain material quantities within allowable tolerances of the governing standards.

## **2.03 TRAFFIC AND PARKING MARKING MATERIALS**

### **A. Traffic lane marking paint with chlorinated rubber base.**

### **B. Factory mixed, quick drying and non-bleeding, FS TT-P-115C, Type III.**

### **C. Color: Driving Lane Dividers - White No Parking Zone - Yellow Parking Dividers - White**

## **PART 3 EXECUTION**

### **3.01 SURFACE PREPARATION**

#### **A. Subbase Preparation:**

1. The Contractor shall remove from the area all organic substance encountered to a depth of six or eight inches (6" or 8"), or to such depth and width as directed by the County. The entire area shall be plowed and dragged prior to placing a stabilizing additive, if required to meet minimum bearing value.
2. Subbase shall be compacted to a minimum density of 98 percent of the maximum as determined by the Modified Proctor Density AASHTO T180, and shall have a minimum bearing value of 40 pounds per square inch as determined by the Florida Bearing Test.

#### **B. Base Course:**

1. Check subgrade for conformity with elevations and section immediately before placing base material.
2. Place base material in compacted layers not more than 6 inches thick, unless continuing tests indicate the required results are being obtained with thicker layers.
3. In no case will more than 8-inches of compacted base be placed in one lift.
4. Spread, shape, and compact all base material deposited on the subgrade during the same day.
5. Compact base course material to be not less than 98% of maximum density: ASTM D 1557, Method D (98 percent maximum density: AASHTO T-180).
6. Test density of compacted base course: ASTM D 2167.

- 7 Conduct one test for each 250 sq. yds. of in-place material, but in no case not less than one daily for each layer.

C. Loose and Foreign Material:

1. Remove loose and foreign material from compacted subbase surface immediately before application of paving.
2. Use power brooms or blowers and brooming as required.
3. Do not displace subbase material.

D. Prime Coat:

1. Uniformly apply at rate of 0.20 to 0.5 gal. per sq. yd. over compacted and cleaned subbase surface.
2. Apply enough material to penetrate and seal, but not flood the surface.
3. Allow to cure and dry as long as required to attain penetration and evaporation of volatile, and in no case less than 24 hours unless otherwise acceptable to the County.
4. Blot excess asphalt with just enough sand to prevent pick-up under traffic.
5. Remove loose sand before paving.

E. Tack Coat:

1. Dilute material with equal parts of water and apply to contact surfaces of previously constructed asphalt concrete or portland cement concrete and similar surfaces.
2. Apply at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
3. Apply tack coat by brush to contact surfaces of structures projecting into or abutting asphalt concrete pavement.
4. Allow surfaces to dry until material is at condition of tackiness to receive pavement.

### **3.02 MANHOLE FRAME / VALVE BOX ADJUSTMENTS (IF APPLICABLE)**

A. Placing Manhole frames:

1. Surround manhole frames set to elevation with a ring of compacted asphalt concrete base prior to paving.
2. Place asphalt concrete mixture up to 1 in. below top of frame, slope to grade, and compact by hand tamping.

B. Adjust manhole frames to proper position to meet paving.

C. If permanent covers are not in place, provide temporary covers over openings until completion of rolling operations.

D. Set cover manhole frames to grade, flush with surface of adjacent pavement.

### **3.03 PREPARING THE MIXTURE**

A. Comply with ASTM D 995 for material storage, control, and mixing, and for plant equipment and operation.

- B. Stockpiles:
  - 1. Keep each component of the various-sized combined aggregates in separate stockpiles.
  - 2. Maintain stockpiles so that separate aggregate sizes shall not be intermixed.
- C. Heating:
  - 1. Heat the asphalt cement at the mixing plant to viscosity at which it can be uniformly distributed throughout mixture
  - 2. Use lowest possible temperature to suit temperature-viscosity characteristics of asphalt.
  - 3. Do not exceed 350 degrees F. (176.6 degrees C.).
- D. Aggregate:
  - 1. Heat-dry aggregates to reduce moisture content to not more than 2.0%.
  - 2. Deliver dry aggregate to mixer at recommended temperature to suit penetration grade and viscosity characteristics of asphalt cement, ambient temperature, and workability of mixture.
  - 3. Accurately weigh or measure dry aggregates and weigh or meter asphalt cement to comply with job-mix formula requirements.
- E. Mix aggregate and asphalt cement to achieve 90-95% of coated particles for base mixtures and 85-90% of coated particles for surface mixture, when tested in accordance with ASTM D 2489.
- F. Transporting:
  - 1. Transport asphalt concrete mixtures from mixing site in trucks having tight, clean compartments.
  - 2. Coat hauling compartments with a lime-water mixture to prevent asphalt concrete mixture from sticking.
  - 3. Elevate and drain compartment of excess solution before loading mix.
  - 4. Provide covers over asphalt concrete mixture when transporting to protect from weather and to prevent loss of heat.
  - 5. During periods of cold weather or for long-distance deliveries, provide insulation around entire truck bed surfaces.

### **3.04 EQUIPMENT**

- A. Provide size and quantity of equipment to complete the work specified within project time schedule.
- B. Bituminous Pavers: Self-propelled that spread hot asphalt concrete mixtures without tearing, shoving or gouging surfaces, and control pavement edges to true lines without use of stationary forms.
- C. Rolling Equipment:
  - 1. Self-propelled, steel-wheeled and pneumatic-tired rollers that can reverse

- direction without backlash.
- 2. Other type rollers may be used if acceptable to the County.
- D. Hand Tools: Provide rakes, lutes, shovels, tampers, smoothing irons, pavement cutters, portable heaters, and other miscellaneous small tools to complete the work specified.

### 3.05 PLACING THE MIX

- A. Place asphalt concrete mixture on prepared surface, spread and strike-off using paving machine.
- B. Spread mixture at a minimum temperature of 225 degrees F. (107.2 degrees C.).
- C. Inaccessible and small areas may be placed by hand.
- D. Place each course at thickness so that when compacted, it will conform to the indicated grade, cross-section, finish thickness, and density indicated.
- E. Paver Placing:
  - 1. Unless otherwise directed, begin placing along centerline of areas to be paved on crowned section, and at high side of sections on one-way slope, and in direction of traffic flow.
  - 2. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.
  - 3. Complete base courses for a section before placing surface courses.
  - 4. Place mixture in continuous operation as practicable.
- F. Hand Placing:
  - 1. Spread, tamp, and finish mixture using hand tools in areas where machine spreading is not possible, as acceptable to County.
  - 2. Place mixture at a rate that will ensure handling and compaction before mixture becomes cooler than acceptable working temperature.
- G. Joints:
  - 1. Carefully make joints between old and new pavements, or between successive days' work, to ensure a continuous bond between adjoining work.
  - 2. Construct joints to have same texture, density and smoothness as adjacent sections of asphalt concrete course.
  - 3. Clean contact surfaces free of sand, dirt, or other objectionable material and apply tack coat.
  - 4. Offset transverse joints in succeeding courses not less than 24 inches.
  - 5. Cut back edge of previously placed course to expose an even, vertical surface for full course thickness.
  - 6. Offset longitudinal joints in succeeding courses not less than 6 inches.
  - 7. When the edges of longitudinal joints are irregular, honeycombed, or inadequately compacted, cut back unsatisfactory sections to expose an even, vertical surface for full course thickness.

### 3.06 COMPACTING THE MIX

- A. Provide sufficient rollers to obtain the required pavement density.
- B. Begin rolling operations as soon after placing when the mixture will bear weight of roller without excessive displacement.
- C. Do not permit heavy equipment, including rollers to stand on finished surface before it has thoroughly cooled or set.
- D. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- E. Start rolling longitudinally at extreme lower side of sections and proceed toward center of pavement. Roll to slightly different lengths on alternate roller runs.
- F. Do not roll centers of sections first under any circumstances.
- G. Breakdown Rolling:
  - 1. Accomplish breakdown or initial rolling immediately following rolling of transverse and longitudinal joints and outside edge.
  - 2. Operate rollers as close as possible to paver without causing pavement displacement.
  - 3. Check crown, grade, and smoothness after breakdown rolling.
  - 4. Repair displaced areas by loosening at once with lutes or rakes and filling, if required, with hot loose material before continuing rolling.
- A. Second Rolling:
  - 1. Follow breakdown rolling as soon as possible, while mixture is hot and in condition for compaction.
  - 2. Continue second rolling until mixture has been thoroughly compacted.
- I. Finish Rolling:
  - 1. Perform finish rolling while mixture is still warm enough for removal of roller marks.
  - 2. Continue rolling until roller marks are eliminated and course has attained specified density.
- J. Patching:
  - 1. Remove and replace defective areas.
  - 2. Cut-out and fill with fresh, hot asphalt concrete.
  - 3. Compact by rolling to specified surface density and smoothness.
  - 4. Remove deficient areas for full depth of course.
  - 5. Cut sides perpendicular and parallel to direction of traffic with edges vertical.
  - 6. Apply tack coat to exposed surfaces before placing new asphalt concrete mixture.

### **3.07 MARKING ASPHALT CONCRETE PAVEMENT**

- A. Cleaning:
  - 1. Sweep surface with power broom supplemented by hand brooms to remove loose material and dirt.
  - 2. Do not begin marking asphalt concrete pavement until acceptable to the County.
- B. Apply paint with mechanical equipment.
  - 1. Provide uniform straight edges.
  - 2. Not less than two separate coats in accordance with manufacturer's recommended rates.

### **3.08 CLEANING AND PROTECTION**

- A. Cleaning: After completion of paving operations, clean surfaces of excess or spilled asphalt materials to the satisfaction of the County.
- B. Protection:
  - 1. After final rolling, do not permit vehicular traffic on asphalt concrete pavement until it has cooled and hardened, and in no case sooner than 6 hours.
  - 2. Provide barricades and warning devices as required to protect pavement.
  - 3. Cover openings of structures in the area of paving until permanent coverings are placed (if applicable).

**END OF SECTION**

## **SECTION 02575 PAVEMENT REPAIR AND RESTORATION**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals required and remove and replace pavements over trenches excavated for installation of utility lines and appurtenances as shown on the Contract Drawings.

#### **1.02 GENERAL**

- A. The Contractor shall take before and after photographs.
- B. The Contractor shall repair in a manner satisfactory to the County or State, all damage done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basin, flagstones, or stabilized areas or driveways and including all obstructions not specifically named herein, which results from this Project.
- C. The Contractor shall keep the surface of the backfilled area of excavation in a safe traffic bearing condition and firm and level with the remaining pavement until the pavement is restored in the manner specified herein. All surface irregularities that are dangerous or obstructive to traffic are to be removed. The repair shall conform to applicable requirements of Manatee County Transportation Department requirements for pavement repair and as described herein, including all base, subbase and asphalt replacement.
- D. All materials and workmanship shall meet or exceed the County requirements and as called for in the Contract Documents and nothing herein shall be construed as to relieve the Contractor from this responsibility.
- E. All street, road and highway repair shall be made in accordance with the FDOT and County details indicated on the Drawings and in accordance with the applicable requirements and approval of affected County and State agencies.

### **PART 2 PRODUCTS**

#### **2.01 PAVEMENT SECTION**

- A. Asphaltic concrete shall consist of asphalt cement, coarse aggregate, fine aggregate and mineral filler conforming to FDOT Type SP-12.5 Asphalt. Pavement replacement thickness shall match that removed but in no case shall be less than 1-1/2" compacted thickness. All asphalt concrete pavement shall be furnished, installed and tested in accordance with FDOT Specifications for Road and Bridge Construction.
- B. Asphalt or crushed concrete or approved equal base material shall be furnished and installed under all pavement sections restored under this Contract. Asphalt base shall have a minimum 6" compacted thickness, meet requirements of FDOT Section 234 Superpave Asphalt Base and be furnished, installed and tested in

accordance with the requirements of the FDOT Standards. Crushed concrete base shall be 10" minimum compacted thickness and meet the requirements of FDOT Section 911 Base and Stabilized Based Materials; Recycled Concrete Aggregate. Crushed concrete aggregate material shall have a minimum LBR of 140 compacted to 98% T-180 AASHTO density. Asphalt base and crushed concrete base are acceptable. Other bases shall be submitted for approval.

- C. Prime and tack will be required and applied in accordance with FDOT Section 300 Prime and Tack Coats.

## **PART 3 EXECUTION**

### **3.01 CUTTING PAVEMENT**

- A. The Contractor shall saw cut in straight lines and remove pavement as necessary to install the new pipelines and appurtenances and for making connections to existing pipelines.
- B. Prior to pavement removal, the Contractor shall mark the pavement for cuts nearly paralleling pipe lines and existing street lines. Asphalt pavement shall be cut along the markings with a rotary saw or other suitable tool. Concrete pavement shall be scored to a depth of approximately two (2) inches below the surface of the concrete along the marked cuts. Scoring shall be done by use of a rotary saw, after which the pavement may be broken below the scoring with a jackhammer or other suitable equipment.
- C. The Contractor shall not machine pull the pavement until it is completely broken and separated along the marked cuts.
- D. The pavement adjacent to pipe line trenches shall neither be disturbed nor damaged. If the adjacent pavement is disturbed or damaged, irrespective of cause, the Contractor shall remove and replace the pavement. In addition, the base and sub-base shall be restored in accordance with these Specifications, Florida Dept. of Transportation Standard Specifications and as directed by the County.

### **3.02 PAVEMENT REPAIR AND REPLACEMENT**

- A. The Contractor shall repair, to meet or exceed original surface material, all existing concrete or asphaltic pavement, driveways, or sidewalks cut or damaged by construction under this Contract. He shall match the original grade unless otherwise specified or shown on the Drawings. Materials and construction procedures for base course and pavement repair shall conform to those of the Florida Dept. of Transportation.
- B. The Contractor's repair shall include the preparation of the subbase and base, place and maintain the roadway surface, any special requirements whether specifically called for or implied and all work necessary for a satisfactory completion of this work. Stabilized roads and drives shall be finished to match the existing grade. Dirt roads and drives shall have the required depth of backfill material as shown on the Contract Drawings.

- C. The asphaltic concrete repairs shall be in accordance with the Manatee County Public Works Standards, Part I Utilities Standards Manual, Detail UG-12. The asphaltic concrete repairs shall extend the full width and length of the excavation or to the limits of any damaged section. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities. The existing asphalt beyond the excavation or damaged section shall be milled 25' back from the saw cut. Final overlay shall match existing with no discernable "bump" at joint.

### **3.03 MISCELLANEOUS RESTORATION**

- A. Sidewalks or driveways cut or damaged by construction shall be restored in full sections or blocks to a minimum thickness of four inches. Concrete curb or curb and gutter shall be restored to the existing height and cross section in full sections or lengths between joints. RCP pipe shall be repaired or installed in accordance with manufacturer's specifications. Grassed yards, shoulders and parkways shall be restored to match the existing sections with grass sod of a type matching the existing grass.

### **3.04 SPECIAL REQUIREMENTS**

- A. The restoration of all surfaces, as described herein, disturbed by the installation of pipelines shall be completed as soon as is reasonable and practical. The complete and final restoration of both paved and shell stabilized roads within a reasonable time frame is of paramount importance. To this end, the Contractor shall, as part of his work schedule, complete the restoration of any area of road within five weeks after removing the original surface. Successful leak testing shall be performed prior to restoring any area of road. All restoration and replacement or repairs are the responsibility of the Contractor.

### **3.05 CLEANUP**

- A. After all repair and restoration or paving has been completed, all excess asphalt, dirt and other debris shall be removed from the roadways. All existing storm sewers and inlets shall be checked and cleaned of any construction debris.

### **3.06 MAINTENANCE OR REPAIR**

- A. All wearing surfaces shall be maintained by the Contractor in good order suitable for traffic prior to completion and acceptance of the work.

**END OF SECTION**



## **SECTION 02612 REINFORCED CONCRETE DRAIN PIPE**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. Furnish all labor, materials, equipment, and incidentals necessary and install and test reinforced concrete pipe complete as shown on the Drawings and as specified herein.

#### **1.02 HANDLING AND STORAGE**

- A. Pipe, fittings, and accessories shall be loaded and unloaded by lifting with hoists or skidding in order to avoid shock or damage. Under no circumstances shall such material be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks, or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or internal lining of the pipes.
- B. Materials, if stored, shall be kept safe from damage. The interior of all pipes, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times.
- C. Gaskets for joints shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.
- D. Inspection. Pipe and appurtenances shall be inspected at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

#### **1.03 RELATED WORK**

- A. Excavation and backfilling is specified in Section 02221.
- B. Fill materials are specified in Section 02221.
- C. Concrete is included in Division 3.

#### **1.04 SUBMITTALS**

- A. Within 30 days of the Effective Date of the Agreement submit the name of the pipe and fitting supplier and a list of materials to be furnished.
- B. Submit shop drawings, in accordance with Section 01340, showing layout and details of reinforcement, joint, method of manufacture and installation of pipe, specials and fittings, and a schedule of pipe lengths by diameter for the entire job.

- C. Submit with the shop drawings certification from the manufacturer that the fine and coarse aggregates used in manufacture of the concrete pipe comply with the requirements of Paragraph 2.1C.
- D. Prior to each shipment of pipe, submit the manufacturer's certification that the pipe for this Contract conforms to the ASTM Standards specified herein.

## **1.05 REFERENCE STANDARDS**

- A. American Society for Testing and Materials (ASTM)
  - 1. ASTM C33 - Standard Specification for Concrete Aggregates.
  - 2. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain and Sewer Pipe.
  - 3. ASTM C150 - Standard Specification for Portland Cement.
  - 4. ASTM C361 - Standard Specification for Reinforced Concrete Low-Head Pressure Pipe.
  - 5. ASTM C443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
  - 6. ASTM E329 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
- B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

## **1.06 QUALITY ASSURANCE**

- A. The manufacturer shall perform the acceptance tests specified in ASTM C76, Paragraph 5.1.2.
- B. Inspection of the pipe will be made by the Engineer or other representatives of the Owner after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the requirements specified herein, even though pipes may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall immediately be removed from the job.

## **PART 2 PRODUCTS**

### **2.01 REINFORCED CONCRETE PIPE**

- A. Except as otherwise specified herein, pipe shall conform to ASTM C76, Class II and III, Wall B. The pipe interior shall be smooth and even, free from roughness, projections, indentations, offsets, or irregularities of any kind. The concrete mass shall be dense and uniform.
- B. Cement shall be non-air-entraining Portland cement conforming to ASTM C150, Type II. The use of any admixture shall be subject to the specific approval of the Engineer.
- C. Fine aggregate shall consist of washed inert natural sand conforming to the requirements of ASTM C33, except for gradation, with a maximum loss of 8

percent when subjected to 5 cycles of the soundness test using magnesium sulfate. Coarse aggregate shall consist of well-graded crushed stone or washed gravel conforming to the requirements of ASTM C33, except for gradation, with a maximum loss of 8 percent when subjected to 5 cycles of the soundness test using magnesium sulfate. Documentation that the aggregates to be used in the manufacture of reinforced concrete pipe meet these requirements shall be submitted to the Engineer as stated in Paragraph 1.4 above.

- D. The 28-day compressive strength of the concrete, as indicated by cores cut from the pipe shall be equal to or greater than the design strength of the concrete. The concrete mass shall be dense and uniform. Reinforcement shall be circular for all concrete pipe. Quadrant steel shall not be used. Reinforcement shall be installed in both the bell and the spigot. At least one circumferential reinforcement wire shall be in both the bell and spigot area and reinforcement in the bell and spigot shall be adequate to prevent damage to concrete during shipping, handling and after installation. When cores indicate that reinforcing steel has less than 85 percent bond the pipe shall be subjected to a 3-edge bearing test to 13 psi to verify strength and water tightness.
- E. Pipe may be rejected for any of the following reasons:
1. Exposure of any wires, positioning spacers or chairs used to hold the reinforcement cage in position, or steel reinforcement in any surface of the pipe, except as permitted by Section 8.2 of ASTM C76.
  2. Transverse reinforcing steel found to be in excess of 1/4-in out of specified position after the pipe is molded.
  3. Any shattering or flaking of concrete at a crack.
  4. Voids, with the exception of a few minor bugholes, on the interior and exterior surfaces of the pipe exceeding 1/4-in in depth unless properly and soundly pointed with mortar or other approved material.
  5. Unauthorized application of any wash coat of cement or grout. Any pipe dressing procedures shall be subject to approval of the Engineer.
  6. A hollow spot (identified by tapping the internal surface of the pipe) which is greater than 30-in in length or wider than 3 times the specified wall thickness. Repair of such defective areas not exceeding these limitations may be made as specified in Paragraph 2.1Q
  7. Defects that indicate imperfect molding of concrete; or any surface defect indicating honeycomb or open texture (rock pockets) greater in size than area equal to a square with a side dimension of 2-1/2 times the wall thickness or deeper than two times the maximum graded aggregate size; or local deficiency of cement resulting in loosely bonded concrete, the area of which exceeds in size the limits of area described in Paragraph 2.1E7 above when the defective concrete is removed. Repair of such defects not exceeding these limits may be made as specified in Paragraph 2.1Q.
  8. Any of the following:
    - a. A crack having a width of 0.005 to 0.01 inches throughout a continuous length of 36-inches or more.
    - b. A crack having a width of 0.00 to 0.03 inches or more throughout a continuous length of 36 inches or more.

- c. Any crack greater than 0.005 inches extending through the wall of the pipe and having a length in excess of the wall thickness.
  - d. Any crack showing two visible lines of separation for a continuous length of 2-feet or more, or an interrupted length of 3-feet or more anywhere in evidence both inside and outside.
  - e. Cracks anywhere great than 0.03 inches in width.
- F. The pipe shall be clearly marked as required by ASTM C76 in a manner acceptable to the Engineer. The markings may be at either end of the pipe for the convenience of the manufacturer, but for any one size shall always be at the same end of each pipe length. Pipe shall not be shipped until the compressive strength of the concrete has attained 4,000 psi.
- G. Pipe shall have a minimum laying length of approximately 8-ft, except for closure and other special pieces as approved by the Engineer. Have available at the site of the work sufficient of various lengths to affect closure at manholes or structures that cannot be located to accommodate standard lengths. Short lengths of pipe made for closure etc., may be used in the pipeline at the end of construction if properly spaced. The length of the incoming and outgoing concrete pipe at each structure shall not exceed 4-ft, except where the joint is cast flush with the exterior wall of the structure, where steel wall fittings are provided or where otherwise noted on the Drawings. Maximum laying length shall not exceed 16-ft, but the installation of 16-ft lengths will depend upon the ability to handle such lengths of pipe in sheeted trenches, comply with trench width requirements, maintain the integrity of the sheeting, and avoid disturbance to adjacent ground. If in the opinion of the Engineer the use of 16-ft lengths is impracticable, shorter lengths shall be used.
- H. Each length of pipe shall be checked against the length noted on the shop drawings. Pipe more than 1-1/2-in longer than that shown on the shop drawings shall not be used on this project. Variations in length of the same pipe shall not exceed ASTM C76 requirements.
- I. During manufacturing, measuring devices shall be used to assure joint assembly is within the tolerance of ASTM C76 and this Section.
- J. The Engineer shall have the right to take samples of the concrete after it has been mixed, or as it is being placed in the forms or molds and to make such inspection and tests thereof as he/she may wish.
- K. The Engineer shall have the right to cut cores from such pieces of the finished pipe as he/she selects for inspection and such tests as he/she may wish to apply. Holes left by the removal of cores shall be filled in an approved manner by and at the expense of the manufacturer. Core drilling shall be carried out by the pipe manufacturer at his/her expense. The number of cores shall not exceed the requirements of ASTM C76.
- L. Test cores may be taken for every 500 linear feet of pipe manufactured, but not less than once each day on which pipe is manufactured for the project. Cores may be reduced to one set of two per week (or possibly fewer, but not less than one set for every 1,500 linear feet), if a satisfactory relationship is established between cores and cylinders made and cured in the standard manner. This

relationship shall not vary by more than 10 percent more or less from the average ratio. Cores may be drilled in any manner which will provide a smooth core face. All pipe cylinders and cores shall be 4-in in diameter. Cores shall be carefully saw-trimmed and capped in a vertical position with a sulfur cap of minimum thickness, at least one day before being tested.

- M. Core testing shall conform to Standard ASTM Methods.
- N. At the time of inspection, the pipe will be carefully examined for compliance with the appropriate ASTM standard, as specified herein and shop drawings. All pipes shall be inspected for general appearance, dimension, "scratch-strength," blisters, cracks, roughness, soundness, etc. All pipes will be checked for soundness by being tapped and scratched at least once on every 50 sq in of pipe surface. The surface shall be dense and close-textured. Cores also shall serve as a basis for rejection of pipe, particularly if lamination or poor bond of reinforcement is apparent.
- O. The manufacturer shall use measuring devices to assure joint assembly is within tolerances of ASTM C76 and as specified herein. If, during construction, the pipes cannot be satisfactorily joined, the manufacturer shall pre-join the pipe at the plant.
- P. Unsatisfactory or damaged pipe will be either permanently rejected or returned for minor repairs. Only that pipe actually conforming to the specifications and accepted will be listed for approval, shipment, and payment. Approved pipe will be so stamped or stenciled on the inside before it is shipped. All pipe which has been damaged after delivery will be rejected and if such pipe already has been laid in the trench, it shall be acceptably repaired, if permitted, or removed and replaced, entirely at the Contractor's expense.
- Q. Pits, blisters, rough spots, breakage, and other imperfections may be repaired, subject to the approval of the Engineer, after demonstration by the manufacturer that strong and permanent repairs result. Repairs shall be carefully inspected before final approval. Non-shrink cement mortar used for repairs shall have a minimum compressive strength of 6,000 psi at the end of 7 days and 7,000 psi at the end of 28 days, when tested in 3-in cylinders stored in the standard manner. Epoxy mortar may be utilized for repairs subject to the approval of the Engineer.

## **PART 3 EXECUTION**

### **3.01 LAYING CONCRETE PIPE**

- A. Care shall be taken in loading, transporting, and unloading to prevent injury to the pipe or fittings and the joint surfaces. Pipe or fittings shall not be dropped. All pipe or fittings shall be examined before laying and no piece shall be installed which is found to be defective.
- B. As soon as the pipe is in place and before the come-along is released, backfill shall be placed as indicated on the Drawings and compacted for at least one-half the length of pipe. Not until this backfill is placed shall the come-along be released. If any motion at joints can be detected, a greater amount of backfill shall be placed before pressure is released. When pipe laying is not in progress,

including lunchtime, the open ends of the pipe shall be closed by a watertight plug or other approved means.

- C. Carefully regulate the equipment and construction operations such that the loading of the pipe does not exceed the loads for which the pipe is designed and manufactured. Any pipe damaged during construction operations shall promptly and satisfactorily be repaired or replaced at the Contractor's expense.

### **3.02 ALIGNMENT AND GRADE**

- A. The pipelines shall be laid and maintained to the lines and grades established by the drawings and specifications, with manholes, service connections, fittings, and appurtenances at the required locations unless otherwise approved by the Engineer.

**END OF SECTION**

## **SECTION 02801 RESTORATION OF SURFACE IMPROVEMENTS**

### **PART 1 GENERAL**

#### **1.01 DESCRIPTION OF WORK**

- A. This Section includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work, as shown on the Drawings, and as specified.

#### **1.02 QUALITY ASSURANCE**

- A. Standards
  - 1. Florida Grades and Standards for Nursery Plants, Part 1
  - 2. Florida Department of Transportation, Standard Specifications for Road and Bridge Construction (latest Edition), hereafter called the Standard Specifications.
- B. Asphaltic Concrete Mix Designs: Contractor shall provide mix designs prepared by an independent laboratory for each type of material used. Mix designs shall be prepared in accordance with the procedures described in Manual MS-2, Mix Design Methods for Asphalt Concrete, a publication of the Asphalt Institute.

### **PART 2 PRODUCTS**

#### **2.01 SOD**

- A. The sod shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without well established sod, Argentine Bahia shall be used.
- B. The sod shall have well matted roots and be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two inches. The sod shall be live, fresh, and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

#### **2.02 PLANTS**

- A. Existing damaged plants shall be replaced by plants of equal type, quality, and size whenever possible. All new plants shall be sound, healthy, vigorous, and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae.
- B. Existing plants may be removed, preserved, and replaced at the Contractors option. Plants shall be handled by an approved nursery.
- C. Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced. Plants used shall be in accordance with the

"Grades and Standards", Florida No. 1 or better.

- D. Plants shall conform to the sizes indicated by the OWNER.

## **2.03 MULCH**

- A. Mulch for all planter areas shall be Cypress Bark, clean, bright, and free from weeds, moss, sticks, and other debris. Bark size shall not be over 2-1/2-inch diameter.

## **2.04 WATER**

- A. The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, or organic matter.

## **2.05 PLANTING MIXTURE**

- A. The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

## **2.06 FERTILIZER**

- A. Fertilizer shall be pelletized 8-8-8, or equivalent.

## **2.07 PORTLAND CEMENT**

- A. Portland cement used in the performance of restoration work on this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

## **PART 3 EXECUTION**

### **3.01 LANDSCAPING RESTORATION**

- A. Lawn Areas: Any lawn area affected by the required work shall be restored to a condition equal to or better than the conditions existing before the commencement of work. Grass areas disturbed by CONTRACTOR shall be restored with sod.
- B. Balled Plants:
  - 1. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.
  - 2. Option: Plants may be furnished as container grown instead of balled if all other requirements are met.

- C. Preparation of Plant Pits: All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3-gallon containers shall have pits that are two feet wider than the width of the plant ball and 6-inches deeper than the depth of the ball. Smaller shrubs shall have pits that are at least one foot wider than the width of the plant ball and 6-inches deeper than the ball depth.
- D. Setting Plants
  - 1. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.
  - 2. Balled and burlapped plants and palms shall be placed on 6 inches to 12 inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.
- E. Water: Water to be used initially during plant installation shall be furnished by the CONTRACTOR. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.
- F. Sod Placement:
  - 1. Immediately before sod is placed, 8-8-8 fertilizer shall be applied at the rate of approximately 500 pounds per acre, by broadcasting and raking into the planting area.
  - 2. Sod shall be firmly embedded by light tamping. Wherever necessary to prevent an erosion condition caused by vertical edges at the outer limits of the sodded area, the sod shall be tamped so as to produce a featheredge at the outer limits. The sod shall be kept in a moist condition after it is planted. Water shall not be applied between the hours of 8 A.M. and 4 P.M., or when there is danger of freezing.
- G. Maintenance: CONTRACTOR shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, filling, leveling, and repairing of any washed or eroded areas as may be necessary.

### **3.02 PAVEMENT, CURB AND SIDEWALK REMOVAL**

- A. Pavement materials shall be removed and separated from other excavated materials. Prior to removal, asphaltic and Portland cement materials shall be saw cut to neat lines parallel to the trench and sufficiently remote from the edge of the trench to prevent settling or breaking off.

### 3.03

### TESTS

- A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. If the densities as determined by the specified tests fall below the required minimums, the CONTRACTOR shall pay for all retests.

**END OF SECTION**

## DIVISION 3 - CONCRETE

### SECTION 03410 PRECAST PORTLAND CONCRETE STRUCTURES

#### PART 1 GENERAL

##### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all materials, labor and equipment and construct stormwater drainage structures, concrete pipe, and accessory items, consisting of precast sections as shown on the Drawings and as specified herein.
- B. The forms, dimensions, concrete and construction methods shall be approved by the County in advance of construction.
- C. These Specifications are intended to give a general description of what is required, but do not purport to cover all of the structural design details which will vary in accordance with the requirements of the plans. It is, however, intended to cover the furnishing, shop testing, delivery and complete installation of all precast structures whether specifically mentioned in these Specifications or not.
- D. The supplier of the precast items shall coordinate his work with that of the Contractor to ensure that the units will be delivered and installed in the excavation provided by the Contractor, in accordance with the Contractor's construction schedule.
- E. The Contractor will ensure coordination of the precast structures fabrication with the supplier to achieve the proper dimensions for the specified precast structures.
- F. The top slabs, frames, covers, and subsurface structures outside of roadways shall be capable of live load of 300 pounds per square foot unless noted otherwise. Inside of roadways these features shall be heavy duty traffic rated (H20).

##### 1.02 SUBMITTALS

- A. Submit to the County in accordance with the Contract Documents, shop drawings showing details of construction, reinforcing, and joints.
- B. Shop Drawings
  - 1. Content
    - a. Dimensions.
    - b. Reinforcing and connection details.
    - c. Lifting and erection inserts.
    - d. Other items cast into members.
  - 2. Show location of unit by same identification mark placed on member.
  - 3. Include design calculations.
- C. Manufacturer's Literature: Manufacturer's recommended installation instructions.

- D. Manufacturer's certificates of material conformance with Specifications.

## 1.03 INSPECTION

- A. The quality of all materials, the process of manufacture and the finished sections shall be subject to inspection and approval by the County, or other representatives of the County. Such inspection may be made at the place of manufacture, or at the site after delivery, or at both places and the sections shall be subject to rejection at any time due to failure to meet any of the Specification requirements; even though sample sections may have been accepted as satisfactory at the place of manufacture. Sections rejected after delivery to the project site shall be marked for identification and shall be removed from the project site at once. All sections, which have been damaged after delivery will be rejected and if already installed, shall be acceptably repaired, if permitted, or removed and replaced entirely at the Contractor's expense.
- B. At the time of inspection, the sections will be carefully examined for compliance with the applicable ASTM designation and these Specifications and with the approved manufacturer's drawings.
  - 1. All sections shall be inspected for general appearance, dimension, "scratch-strength", blisters, cracks, roughness, soundness, etc. The surface shall be dense and close-textured.
  - 2. All sections shall meet the manufacturing tolerance requirements of ASTM C-478 or the following casting tolerances, whichever are more severe:

Wall Thickness	$\pm 3/8"$
Inside Diameter	$\pm 3/8"$
Outside Diameter	$\pm 1/2"$
Height or Length	$\pm 3/8"$
- C. Imperfections may be repaired, subject to the approval of the County, after demonstration by the manufacturer that strong and permanent repairs result. Repairs shall be carefully inspected before final approval. Cement mortar used for repairs shall have a minimum compressive strength of 4,000 psi at the end of 7 days and 5,000 psi at the end of 28 days, when tested in 3-inch by 6-inch cylinders stored in the standard manner. Epoxy mortar may be utilized for repairs subject to the approval of the County.

## PART 2 PRODUCTS

### 2.01 PRECAST CONCRETE STRUCTURES

- A. Precast concrete stormwater drainage structures and manholes grade rings, flat slab tops, conical tops, risers, and base sections shall be fabricated in accordance with the material and design standards of ASTM C478, except as modified herein.
- B. Portland cement shall conform to ASTM C150, Type II, and concrete shall have a minimum compressive 28-day strength of 4,000 psi.
- C. The manufacturer shall make a minimum of four standard test cylinders for each 100 cubic yards of concrete (or part thereof) that is cast each day. These test

cylinders, along with sections cast that day, shall be marked in such a way that the test results can be matched with the appropriate castings. Two cylinders shall be cured with the product until the forms are stripped. At this time, one cylinder shall be broken to ascertain that a minimum strength of 2000 psi has been reached prior to moving the product from the forming location. The remaining two cylinders shall be cured and tested in accordance with ASTM C192 and C39. The average compressive strength for each day's production shall be greater than 4000 psi with no more than 10% of the tested cylinders falling below 4000 psi. In no case shall any cylinder strength fall below 3500 psi. All cylinder strengths shall be certified by a Florida Licensed Professional Engineer. Failure to meet these requirements for any day's production is cause for rejection of all sections cast that day.

- D. Minimum wall thickness for stormwater structures shall be 8 inches or 1/12 of the largest inside dimension of the structure, whichever is greater. The minimum thickness for the bottom of the base section shall be 8 inches.
- E. Reinforcing steel shall be as specified in ASTM C478.
- F. Precast structures shall be free of cracks, holes, voids, blisters, or rough surfaces. Structures shall be water-tight and shall be generally sound and free of defects of any sort. Lift holes shall not penetrate through the wall of any manhole tops, risers or base sections. Holes passing part-way through the structure section walls for lifting devices shall be filled with cement or epoxy grout after the manhole has been set in place.
- G. Pipe openings shall meet the recommended tolerances of the individual manufactured pipe to manhole connectors; however, the horizontal location shall be within +/- 2 degrees of arc of that detailed on the shop drawings.

## **2.02 STRUCTURE INVERTS**

- A. Channelized inverts shall be provided in the bottom of all drainage structures.
- B. The width of the invert channel shall be the same as the inside diameter of the connected pipes and shall have a "U" - shaped cross-section with the bottom of the channel shaped to correspond with the lower half of the pipe. The depth of the channel shall be a minimum of half the inside diameter of the connected pipes.
- C. The channel shall be formed smooth and streamlined, and, where the flow changes directions, shall have true curves of the largest radius possible within the structure base.
- D. The channel invert slope shall be uniform through the structure and shall have a typical vertical drop of 1 inch from the inlet(s) to the outlet.

## **2.03 RESILIENT PIPE CONNECTORS**

- A. Connections of manholes to pipes shall be made using resilient boot or seal connectors manufactured in accordance with ASTM C923 and shall maintain a resilient, hydrostatic seal between the pipe and the connector and between the connector and the manhole structure.

- B. Connectors shall be installed in strict accordance with the written installation instructions of the manufacturer. Non-shrink grout shall be placed in the gap between the boot or seal and the manhole invert channel, to make a smooth transition, unless otherwise directed by the manufacturer's instructions.

## **2.04 MANHOLE AND WET WELL JOINTS**

- A. Joints between manhole sections and wet well sections shall be modified tongue and groove, or modified bell and spigot, with a continuous elastomeric ring gasket (o-ring) joint conforming to the requirements of ASTM C443. In addition to the ring gasket, an additional sealing device shall be provided as follows:
  - 1. A minimum of six-inches wide of Rub'R-Nek RU116 elastomeric based plastic joint wrap shall be centered over the joint, on the outside of the manhole, or
  - 2. A minimum of 1/2-inch x 3/4-inch bead of Adeka Ultra Seal P-201 hydrophilic urethane paste applied to the interior of the joint just before manhole section assembly.
- B. Fill the joint at the inside face with non-shrink grout and strike the joint smooth and uniform with the structure interior walls.
- D. For structures with concrete grade-adjustment rings, joints between the top section and the grade ring, and between grade rings, and between the grade ring and the cast iron ring frame shall be made with non-shrink cement mortar.

## **2.05 STRUCTURE RINGS AND COVERS**

- A. Rings and covers shall be gray iron castings, conforming to ASTM A48, Class 30B. Cast patterns shall be per the details presented in the plans. Frame and cover castings shall be dense and even grained, and shall be free of blowholes, warping, or any other defects not true to pattern. Seating surfaces of covers and frames shall be machined true to prevent rocking. Castings shall be designed and tested to bear an AASHTO H-20 wheel loading with and added 30 percent impact factor and shall be Class Heavy Duty traffic bearing.

## **2.06 PRECAST CONCRETE STRUCTURE INSTALLATION**

- A. Structures shall be installed at the locations shown in the drawings.
- B. Precast concrete sections shall be set vertical and in true alignment as indicated by the construction plans. Excavation, bedding foundation and backfill shall be done in accordance with the Trenching and Excavation section of these Standards. All manholes shall meet the following installation tolerances:
  - 1. The finished structures shall not be out of plumb by more than 3/8 inch per 10 feet of height.
  - 2. Any jog or offset of the inside wall surface at a joint shall not exceed 1/2 inch.
  - 3. Variation in the joint width around the circumference of the manhole shall not exceed 1/4 inch.

## **2.07 SETTING STRUCTURE FRAMES, GRATES, RINGS, AND COVERS**

- A. Structure frames, grates, rings, and covers shall be set to conform accurately to the finished ground or pavement grade as indicated on the construction drawings or as directed by the County. Frames and grates shall be set such that the grate is left flush with the top of the structure and surrounding surfaces. Rings shall be set concentric with the adjusting rings and sealed so that the space between the top of the adjustment rings and the bottom flanges of the rings will be made watertight. A ring of mortar shall be placed around the outside of the bottom flange at least one inch thick and pitched to shed water away from the frame. Mortar shall be extended to the outer edge of the masonry and finished smooth and flush with the top of the flange.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. The Contractor shall be responsible for handling ground water to provide firm, dry subgrade for the structure, shall prevent water rising on new poured-in-place concrete or grouted joint sections within 24 hours after placing and shall guard against flotation or other damage resulting from ground water or flooding.
- B. A minimum of an 8-inch shell base compacted layer of washed shell or crushed stone shall be placed as a foundation for the structure's base slabs.
- C. Backfill materials around the structures and above the pipe bedding shall be select material as specified in the Contract Documents.
- D. Precast bases, conforming to all requirements of ASTM C478 and above listed requirements for precast sections, may be used.
- E. The structure shall not be set into the excavation until the installation procedure and excavation have been approved by the County.
- F. The base may be cast-in-place concrete placed on a thoroughly compacted crushed rock subbase, (98 percent of the maximum density as determined by AASHTO T-180. The tops of the cast-in-place bases shall be shaped to mate with the precast barrel section and shall be adjusted in grade so that the top slab section is at the approximately correct elevation.
- G. Precast concrete structure sections shall be set so as to be vertical and with sections in true alignment with a 1/4-inch maximum tolerance to be allowed. The joints shall be prepared as in 2.04 above and finished flush with the adjoining surfaces. Allow joints to set for 24 hours before backfilling. Backfilling shall be done in a careful manner, bringing the fill up evenly on all sides. The Contractor shall install the precast sections in a manner that will result in a watertight joint. Leaking joints are not acceptable.
- H. Holes in the concrete sections required for handling or other purposes shall be plugged with a non-shrink grout or by grout in combination with concrete plugs.
- I. Where holes must be cut in the precast sections to accommodate pipes, cutting

shall be done prior to setting them in place to prevent any subsequent jarring which may loosen the mortar joints.

- J. Penetrations and connections into precast or existing structures shall be accomplished by rotary core boring.

**3.04 TESTING**

- A. After constructed to its finished height and before being backfilled, each structure must be visually inspected and shall meet the satisfaction of the County.
- B. If the visual inspection reveals defects, poor workmanship, or suspect installation, it shall be at the sole discretion of the County to have the structure vacuum tested for water tightness.
  - 1. Plug pipelines and perform vacuum test. Observing all recommended safety measures induce a backpressure of 5.0 p.s.i. equivalent to 10" Hg (mercury). The manhole assembly is considered satisfactory if the vacuum loss is less than 1" Hg for the length of time listed in the following table:

Time of Test in Seconds			
Depth Feet	Structure Diameter / Max Wall Dim. in Feet		
	4	5	6
4	10	13	16
8	20	26	32
12	30	39	48
16	40	52	64
20	50	65	80
24	60	78	96
T	5	6.5	8

Note: Add "T" seconds for each additional 2'- of depth.

- C. Failure to pass this test requires the Contractor to correct the problems and retest. The Contractor will replace leaking gaskets and/or concrete sections and retest the completed manhole. No manhole will be accepted without successfully passing this test.

**END OF SECTION**



# FLORIDA DEPARTMENT OF Environmental Protection

Southwest District Office  
13051 North Telecom Parkway #101  
Temple Terrace, Florida 33637-0926

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

March 24, 2022

Manatee County  
c/o Mike Gore  
4410 66<sup>th</sup> St W  
Bradenton, FL 34210  
[Mike.Gore@mymanatee.org](mailto:Mike.Gore@mymanatee.org)

Dear Mr. Gore:

Enclosed is the Environmental Resource Permit, DEP Project No. 41-0297915-003-EI, issued pursuant to Part IV of Chapter 373, Florida Statutes, and Title 62, Florida Administrative Code. Appeal rights for you and for any affected third party are described in the text of the permit along with conditions that must be met when authorized activities are undertaken.

You, as the applicant, are responsible for all aspects of permit compliance. You should therefore review this permit document carefully to ensure compliance with the general conditions and specific conditions contained herein.

Please be aware of permit General Condition number 4, which states, "At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), 'Construction Commencement Notice.'"

If you have any questions about this document, please contact me at [Greg.Alba@floridadep.gov](mailto:Greg.Alba@floridadep.gov) or 813-470-5773. Thank you for your participation in the permit process and in managing the natural resources of the State of Florida.

Sincerely,

*Gregory Alba*

Gregory Alba  
Engineering Specialist II  
Permitting and Waste Cleanup Programs  
Southwest District

cc: Alexander Mainiero, McKim & Creed, [amainiero@mckimcreed.com](mailto:amainiero@mckimcreed.com)  
Southwest District, [SW\\_ERP@floridadep.gov](mailto:SW_ERP@floridadep.gov)  
Greg Alba, Southwest District, [greg.alba@floridadep.gov](mailto:greg.alba@floridadep.gov)  
Shannon Herbon, Southwest District, [Shannon.Herbon@FloridaDEP.gov](mailto:Shannon.Herbon@FloridaDEP.gov)

Enclosure: Environmental Resource Permit with Attachments (30 Pages)



# FLORIDA DEPARTMENT OF Environmental Protection

Southwest District Office  
13051 North Telecom Parkway #101  
Temple Terrace, Florida 33637-0926

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

## **Permittee/Authorized Entity:**

Manatee County  
c/o Mike Gore  
4410 66<sup>th</sup> St W  
Bradenton, FL 34210

## **SWWRF Storm Improvements**

### **Authorized Agent:**

McKim & Creed  
c/o Alexander Mainiero  
1206 N Palafox St  
Pensacola, FL 32501

## **Individual Environmental Resource Permit**

**State-owned Submerged Lands Authorization – Not Applicable**

**U.S. Army Corps of Engineers Authorization – SPGP Not Approved – State 404  
Not Regulated**

**Permit No.: 41-0297915-003-EI**

**Permit Issuance Date: March 24, 2022**

**Permit Construction Phase Expiration Date: March 24, 2027**



# FLORIDA DEPARTMENT OF Environmental Protection

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

Southwest District Office  
13051 North Telecom Parkway #101  
Temple Terrace, Florida 33637-0926

## Environmental Resource Permit

**Permittee: SWWRF Storm Improvements**  
**Permit No: 41-0297915-003-EI**

### PROJECT LOCATION

The activities authorized by this permit are located on 5101 65<sup>th</sup> St W, Bradenton, Florida 34210, Section 25, Township 24 South, Range 17 East in Manatee County, at lat/long 27°27'21.49", -82°37'33.23".

### PROJECT DESCRIPTION

The project is broken into four separate work areas A, B, C, and D. Area A consists of regrading and paving of an existing parking lot and access road that will drain to a proposed swale and discharge to the currently under construction pond located on-site. The pond will not be modified in any way other than connecting this runoff. Area B will have existing access roads repaved, a new storm water collection inlet and pipe installed, and regrading of existing swales to improve storm water conveyance to the existing treatment pond. Area C work consists of the expansion of swales along 65th St W to ensure storm water does not flood the site while maintaining pre-development discharge conditions. Area D similarly will have existing swales improved and expanded to allow detention of more water while maintaining pre-development discharge rates. Please note that this project is maintenance and repair of the existing system. All outfall structures and pipe systems that discharge off-site have been kept in their existing conditions. All treatment and attenuation have been maintained from the existing permits.

#### Floodplain

Per FEMA Flood Map, the site is located within Floodplain having a FEMA Flood Zone designation of Zone X. The Flood Zone designation of X is considered an area of minimal flood hazard. Due to the size of the site area and the grading of the site flooding is not considered a hazard.

### AUTHORIZATIONS

#### Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

#### Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rule 18-21, F.A.C.

#### Federal Authorization

As of Dec. 22, 2020, Florida has assumed authority to administer the dredge and fill permitting program under Section 404 of the federal Clean Water Act within certain waters in the state "assumed waters." The activity as proposed and outlined in the application and attached drawings has been determined to be located

within State 404 assumed waters and is therefore, **not eligible** for authorization pursuant to the State Programmatic General Permit. The activities are not regulated under the State 404 Program.

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

#### Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

#### Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

### **PERMIT CONDITIONS**

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit authorization, as described.

### **SPECIFIC CONDITIONS**

1. Submittals required herein for compliance (e.g. as-built drawings, etc.) shall be submitted electronically (via e-mail, CD or DVD, or through a file transfer site) when practicable and shall include the permittee's name and permit number (41-0297915-003-EI). Email submittals shall be sent to [SW\\_ERP@floridadep.gov](mailto:SW_ERP@floridadep.gov) with a subject line of “Compliance: Permit Number 41-0297915-003-EI”, or by mail to:

Department of Environmental Protection  
Southwest District  
ATTN: Compliance Assurance (ERP)  
13051 North Telecom Parkway, Suite 101  
Temple Terrace, FL 33637-0926

2. The work authorized by this permit shall not be placed/conducted on any property other than that owned by the permittee, without the prior written approval of that property owner.
3. In the event the permittee files for bankruptcy prior to completion of work permitted and required by this permit, the permittee must notify the Department within 30 days of filing. The notification shall identify the bankruptcy court and case number and shall include a copy of the bankruptcy petition.
4. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).

#### **SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION**

5. Prior to construction, the limits of impact shall be clearly marked in a way which is visible and obvious to anyone performing work on-site, including someone operating heavy equipment. Orange construction fence or tall flagged stakes along the construction limits are possible methods.
6. Best management practices for erosion control shall be implemented prior to construction commencement and shall always be maintained during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods may include, but are not limited to, the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site. Erosion control methods shall be implemented as depicted in the attached permit drawings.
7. Prior to initiation of any work authorized by this permit, all wetlands and surface waters outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring, including the placement of staked erosion control devices around the project area and staging area(s) that are located outside of any authorized impact areas.

#### **SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES**

8. The permittee shall be responsible for ensuring erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until areas disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.
9. Grass seed, or sod shall be installed and maintained on exposed slopes and disturbed soil areas within 48 hours of completing final grade, and at other times as necessary, to prevent erosion, sedimentation or turbid discharges into waters of the state and adjacent wetlands. A vegetative cover that stabilizes and prevents erosion of the fill material shall be established within 60 days of sodding or seeding. Turbidity barriers/erosion control devices shall be removed upon establishment of a substantial vegetative cover.
10. Areas of exposed soils shall be isolated from wetlands or other surface waters to prevent erosion and deposition of these soils into wetlands or other surface waters during permitted activities.

11. Wetland areas or waterbodies that are outside the specific limits of construction authorized by this permit, must be protected from erosion, sedimentation, siltation, scouring, excess turbidity, and/or dewatering. There shall be no discharge in violation of the water quality standards in Chapter 62-302, F.A.C. Turbidity/erosion controls shall be installed prior to clearing, excavation or placement of fill material, shall be maintained until construction is completed, disturbed areas are stabilized, and turbidity levels have fallen to less than 29 NTU's above background. The turbidity and erosion control devices shall be removed within 14 days once these conditions are met.
12. Unauthorized impacts to wetlands resulting from authorized construction shall be reported to the Department within 24 hours.
13. This permit does not authorize the installation of water, sewer, cable or utility lines within wetlands or waterbodies.
14. The permittee shall notify the Department of any sinkhole development in the stormwater management system within 24 hours after discovery and must submit a detailed sinkhole evaluation and repair plan for Department approval within 30 days of discovery.
15. The following measures shall be taken immediately by the permittee when turbidity levels within waters of the State surrounding the project site violate state water quality standards:
  - a. Immediately cease work contributing to the water quality violation.
  - b. Stabilize exposed soils contributing to the violation. Modify the work procedures responsible for the violation, install additional turbidity containment devices and repair non-functioning turbidity containment devices.
  - c. Notify the Department within 24 hours of the time the violation is first detected.
16. Excavation of stormwater management areas is limited to permitted design specifications as depicted on the attached permit drawings. If limestone bedrock is encountered during construction, the permittee shall notify the Department immediately and shall cease construction in the affected area. The permittee shall submit a design revision to the Department for review and approval that will demonstrate compliance with Rule 5.4.1.b. of the SWFWMD Applicant's Handbook, Volume II prior to proceeding with construction.

#### **SPECIFIC CONDITIONS – CONSTRUCTION COMPLETION**

17. The permittee shall submit one set of signed, dated and sealed as-built drawings to the Department via email at [SW\\_ERP@floridadep.gov](mailto:SW_ERP@floridadep.gov) for review and approval within **30 days** of completion of construction. (Please contact the Department for files that are too large to email for alternative means of submitting electronically.) The as-built drawings shall be based on the Department permitted construction drawings and any pertinent specific conditions, which should be revised to reflect changes made during construction. Both the original design and constructed elevations must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. Surveyed dimensions and elevations required shall be verified and signed, dated and sealed by a Florida registered professional. *As-builts shall be submitted to the Department regardless of whether deviations are present or not. In addition, the permittee shall submit the "As-Built Certification and Request for Conversion to Operation Phase" form (Ch. 62-330.310(1), F.A.C.); as required in General Condition #6.*

The following information shall be verified on the as-built drawing from the engineering drawings signed and sealed by Donald P. Jehle, Jr, P.E., #71528, on January 21, 2022.

Plan View/Cross Section Name	Drawing Number(s)
Project Area Overview & Keysheet	C01
Area A - Site Improvements Plan	C03
Area B – Site Improvements Plan	C06
Area B – Grading and Drainage Plan	C07
Area C – Site Improvements Plan	C13 & C15
Area C – Grading and Drainage Plan	C14
Area D – Site Improvements Plan	C19
Civil Details	C20 – C22

### **SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES**

18. The Permittee shall be responsible for the operation and maintenance of the stormwater management system. A maintenance schedule shall be implemented to ensure that the stormwater management system is functioning as designed. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.
19. The wet detention ponds must recover the total treatment volume within 120 hours after a rainfall event. A system that is unable to recover the treatment volume in the allotted timeframe shall not be considered in compliance with this permit and possible modifications to the system may be required.
20. SWMS conveyance pipes and inlets shall be maintained free of blockage and the pond must be kept free of obstructions or blockage by sediment. Any scouring or erosion at these locations must be repaired.
21. The permitted SWMS shall only be used for the purpose of controlling surface water runoff from the site and shall not be used to dispose of or store any solid/liquid waste or products generated or used during operation or construction of the facility.
22. The permittee shall notify the Department of any sinkhole development in the SWMS within 24 hours after discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the Department within 30 days of discovery.
23. Required inspections by the permittee.
  - a. The stormwater system shall be inspected periodically for accumulation of debris and trash. Accumulations of debris and trash that negatively affect the function of the system shall be removed upon discovery.
  - b. The stormwater system shall be inspected periodically for silt accumulation. Accumulations of silt that negatively affect the function of the system shall be removed.

24. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.
25. The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.
26. Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

### **GENERAL CONDITIONS FOR INDIVIDUAL PERMITS**

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – “Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
  - b. For all other activities – “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].
  - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
  - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  - b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
  - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  - b. Convey to the permittee or create in the permittee any interest in real property;
  - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
  - a. Immediately if any previously submitted information is discovered to be inaccurate; and
  - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. 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 Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

## **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, 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 are or 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 that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



---

Shannon Herbon  
Permitting Program Administrator  
Permitting and Waste Cleanup Programs  
Southwest District

**Attachments:**

1. Project Drawings and Design Specs Pt.1., 12 pages
2. Project Drawings and Design Specs Pt.2., 13 pages
3. Construction Commencement Notice/Form 62-330.350(1), 1 page
4. As-Built Certification and Request for Conversion to Operation Phase/Form 62-330.310(1), 3 pages
5. Operation and Maintenance Inspection Certification/Form 62-330.311(1), 2 pages
6. Request for Transfer of Permit to the Perpetual Operation Entity/Form 62-330.310(2), 1 page
7. Request to Transfer Permit/Form 62-330.340(1), 2 pages



# SOUTHWEST WATER RECLAMATION FACILITY STORMWATER SYSTEM REHABILITATION

COUNTY PROJECT No. 6036085

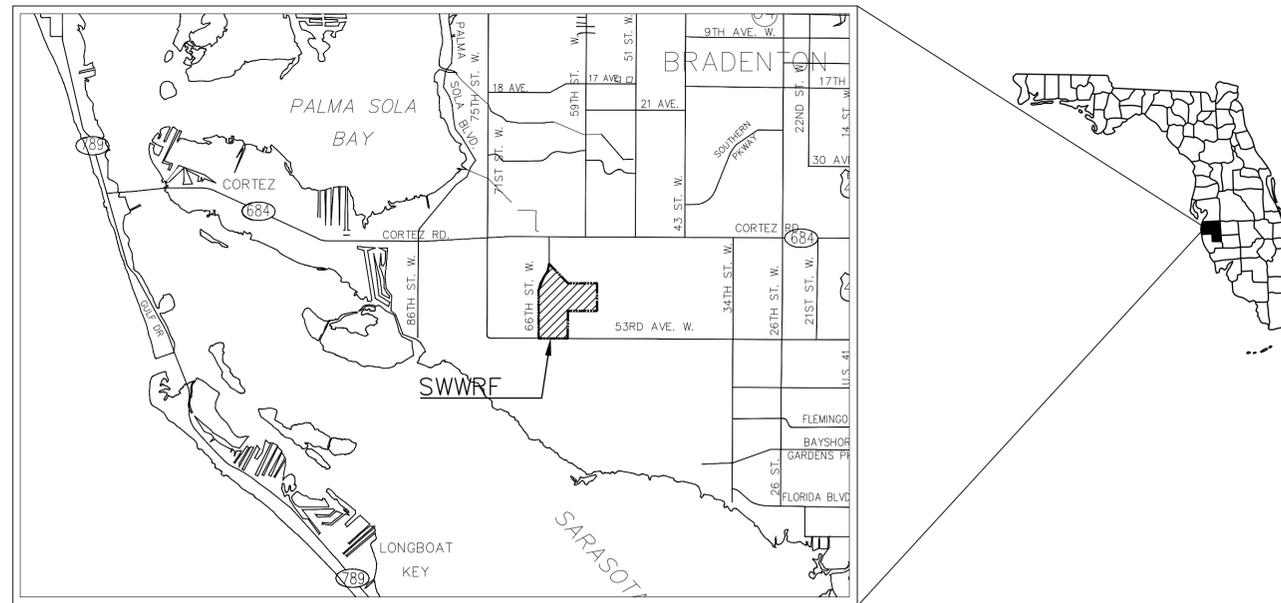
PERMIT SET  
JANUARY 2022



MANATEE COUNTY, FLORIDA

**PART 1**

Sheet List Table	
Sheet Number	Sheet Title
G01	COVER SHEET
G02	NOTES AND SHEET INDEX
C01	PROJECT AREA OVERVIEW & KEYSHEET
C02	AREA A - EXISTING CONDITIONS & DEMOLITION PLAN
C03	AREA A - SITE IMPROVEMENTS PLAN
C04	AREA B - EXISTING CONDITIONS
C05	AREA B - DEMOLITION PLAN
C06	AREA B - SITE IMPROVEMENTS AND LAYOUT PLAN
C07	AREA B - GRADING AND DRAINAGE PLAN
C08	AREA B - UTILITY PROFILE
C09	AREA C - EXISTING CONDITIONS
C10	AREA C - DEMOLITION PLAN
C11	AREA C - EXISTING CONDITIONS AND DEMOLITION PLAN.
C12	AREA C - EXISTING CONDITIONS AND DEMOLITION PLAN
C13	AREA C - SITE IMPROVEMENTS AND LAYOUT PLAN
C14	AREA C - GRADING AND DRAINAGE PLAN
C15	AREA C - SITE IMPROVEMENTS PLAN
C16	AREA C - 65TH STREET CROSSING PROFILE
C17	AREA D - EXISTING CONDITIONS AND DEMOLITION PLAN.
C18	AREA D - EXISTING CONDITIONS AND DEMOLITION PLAN
C19	AREA D - SITE IMPROVEMENTS PLAN
C20	CIVIL DETAILS
C21	CIVIL DETAILS
C22	CIVIL DETAILS



PROJECT VICINITY MAP  
SECTION 35S, TOWNSHIP 18E, RANGE 1



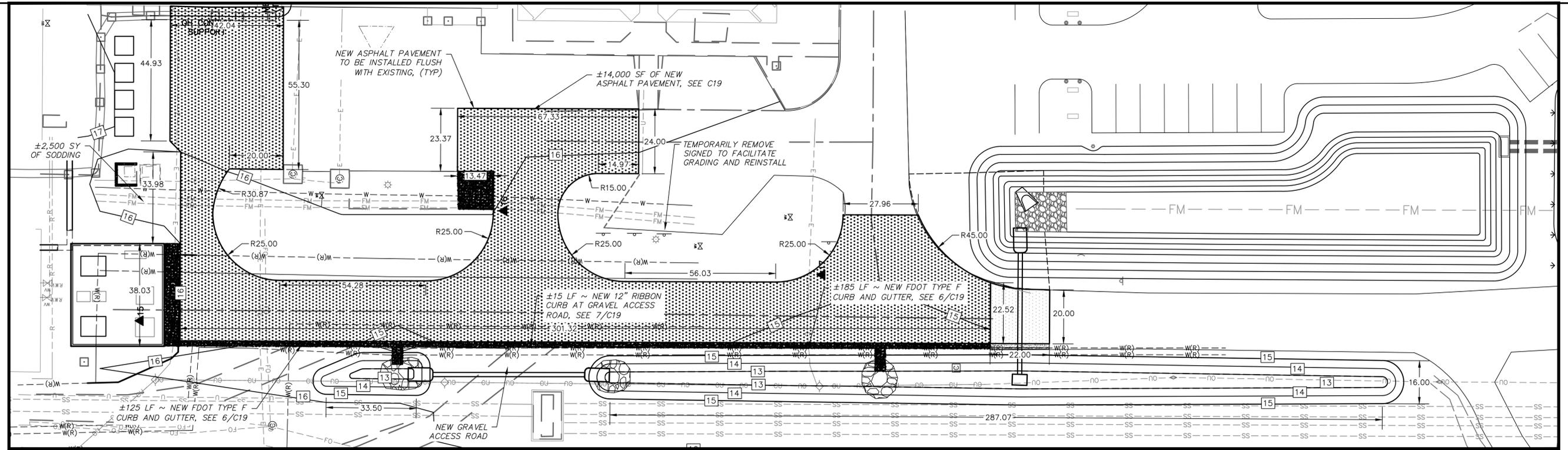
This item has been digitally signed and sealed by D. Patrick Jehle, Jr., P.E. 71528, on the date indicated in the signature below.

Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

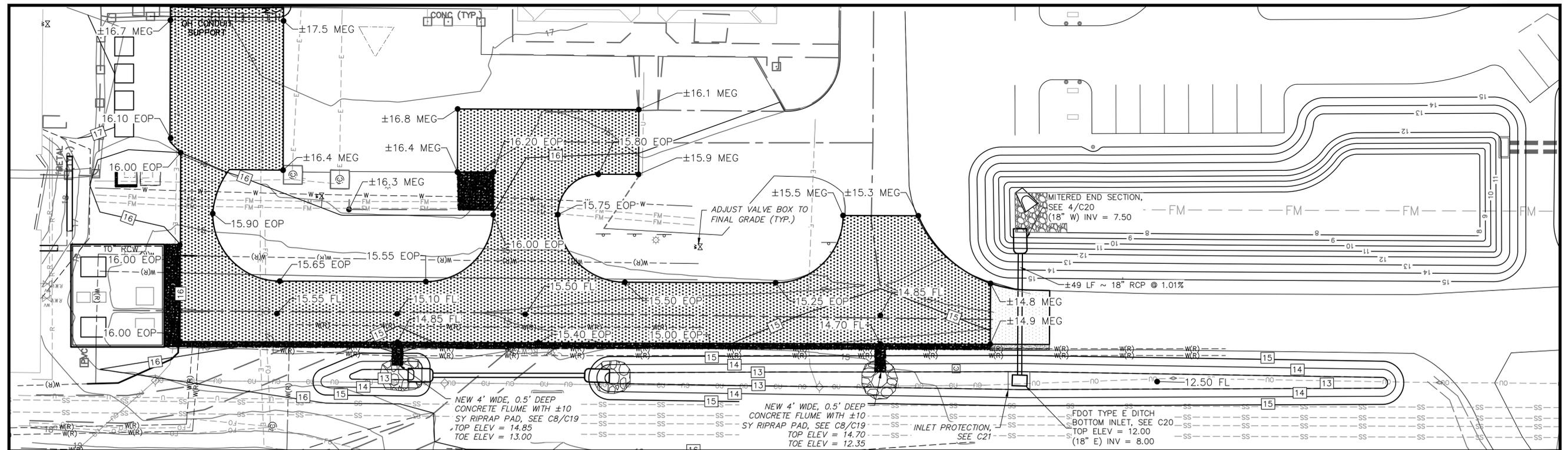








**IMPROVEMENTS AND LAYOUT PLAN**



**GRADING AND DRAINAGE PLAN**



REV. NO.	DESCRIPTIONS	DATE

SEAL

SEAL

**MCKIM & CREED**  
 1206 N. Palafox St.  
 Pensacola, Florida 32501  
 Phone: (850) 994-9503  
 CA LIC No. 29588  
 www.mckimcreed.com

**Manatee County**  
 FLORIDA

**SWRF**  
**STORMWATER SYSTEM REHABILITATION**

CIVIL

**AREA A - SITE IMPROVEMENTS PLAN**

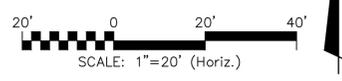
DATE: JANUARY 2022	SCALE	DRAWING NUMBER
MCE PROJ. # 1024-0192	HORIZONTAL: AS SHOWN	<b>C03</b>
DRAWN: ALM	VERTICAL: NA	A
DESIGNED: ALM		REVISION
CHECKED: DPJ		
PROJ. MGR. TLW		

STATUS: **PERMIT SUBMITTAL**  
 NOT RELEASED FOR CONSTRUCTION

I:\01024\0192\ENR\00-drawings\Civil\03 AREA A - SITE IMPROVEMENTS PLAN.dwg, 1/21/2022 11:56:20 AM, Alex Mohler



## EXISTING CONDITIONS



REV. NO.	DESCRIPTIONS	DATE

SEAL
------

SEAL
------

### MCKIM & CREED

1206 N. Palafox St.  
Pensacola, Florida 32501  
Phone: (850) 994-9503  
CA LIC No. 29588  
[www.mckimcreed.com](http://www.mckimcreed.com)

**SWRF  
STORMWATER SYSTEM REHABILITATION**

CIVIL

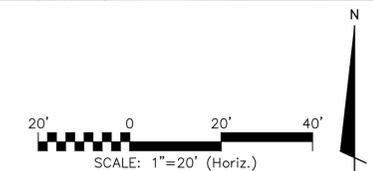
**AREA B - EXISTING CONDITIONS**

DATE: JANUARY 2022 MCE PROJ. # 1024-0192 DRAWN: ALM DESIGNED: ALM CHECKED: DPJ PROJ. MGR. TLW	SCALE HORIZONTAL: AS NOTED VERTICAL: NA	DRAWING NUMBER <h2 style="margin: 0;">C04</h2> A REVISION	STATUS: <b>PERMIT SUBMITTAL</b> <b>NOT RELEASED FOR CONSTRUCTION</b>
--	---	--	---

I:\01024\0192\KNO\90-drawings\CH04 AREA B - EXISTING CONDITIONS AND DEMOLITION PLAN.dwg, 1/21/2022 11:56:16 AM, Alex Molinari



# DEMOLITION PLAN



REV. NO.	DESCRIPTIONS	DATE

SEAL

SEAL

1206 N. Palafox St.  
Pensacola, Florida 32501  
Phone: (850) 994-9503  
CA LIC No. 29588  
www.mckimcreed.com

Manatee  
County  
FLORIDA

SWRF  
STORMWATER SYSTEM REHABILITATION

CIVIL

**AREA B - DEMOLITION PLAN**

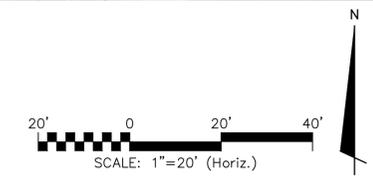
DATE: JANUARY 2022	SCALE	DRAWING NUMBER
MCE PROJ. # 1024-0192	HORIZONTAL: AS NOTED	<b>C05</b>
DRAWN ALM	VERTICAL: NA	A
DESIGNED ALM		REVISION
CHECKED I DPJ		
PROJ. MGR. TLW		

STATUS: **PERMIT SUBMITTAL**  
**NOT RELEASED FOR CONSTRUCTION**

I:\01024\0192\ENR\00-drawings\DEMOLITION PLAN.dwg, 1/21/2022 11:56:24 AM, Alex Mohraro



# IMPROVEMENTS AND LAYOUT PLAN



REV. NO.	DESCRIPTIONS	DATE

SEAL

SEAL

1206 N. Palafox St.  
Pensacola, Florida 32501  
Phone: (850) 994-9503  
CA LIC No. 29588  
www.mckimcreed.com

Manatee  
County  
FLORIDA

SWRF  
STORMWATER SYSTEM REHABILITATION

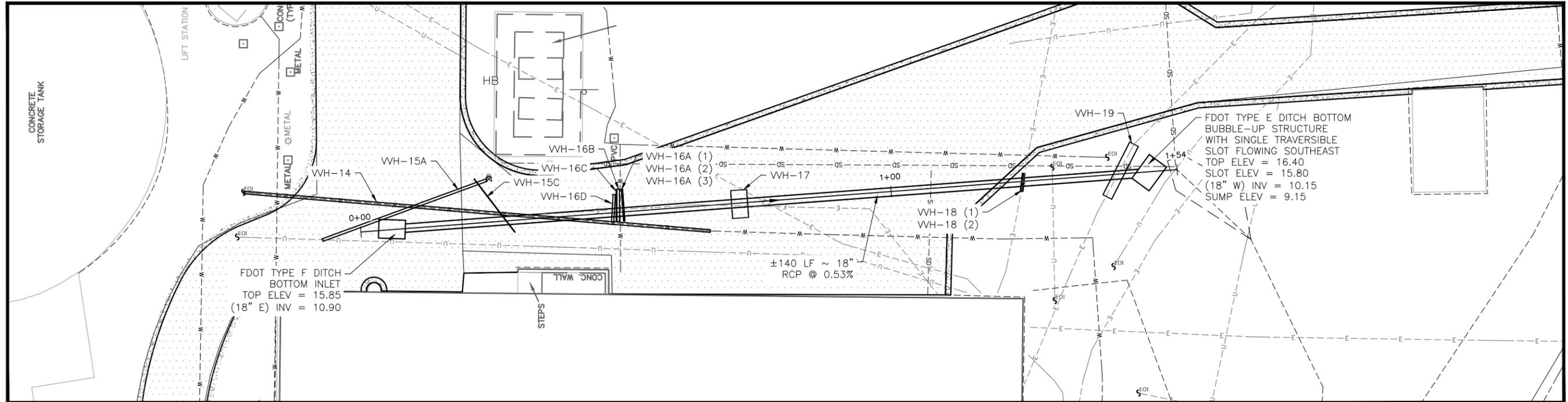
CIVIL

AREA B - SITE IMPROVEMENTS  
AND LAYOUT PLAN

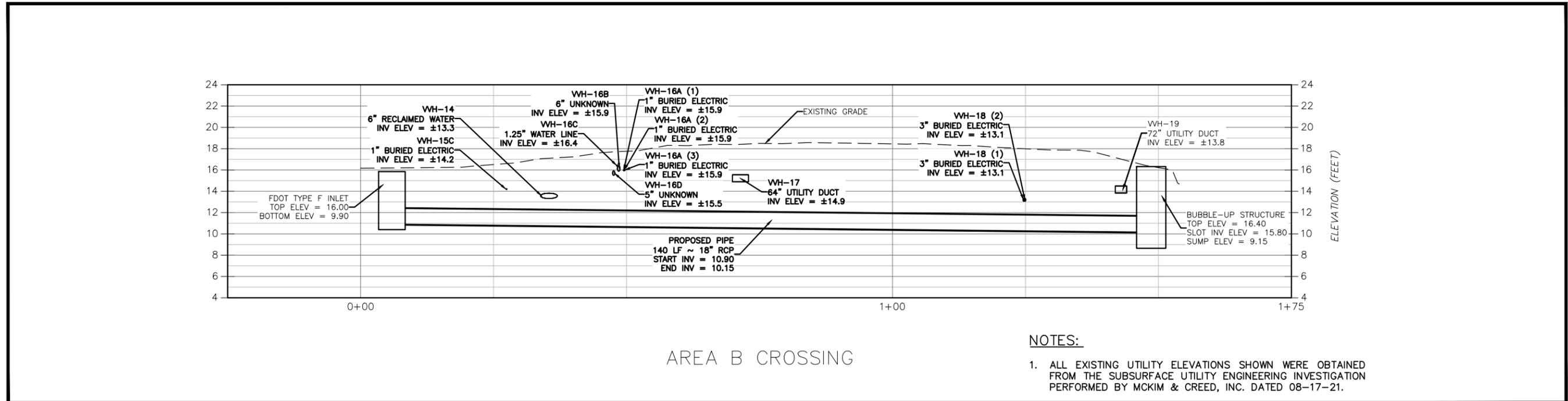
DATE: JANUARY 2022	SCALE	DRAWING NUMBER
MCE PROJ. # 1024-0192	HORIZONTAL: AS NOTED	<b>C06</b>
DRAWN: ALM	VERTICAL: NA	A
DESIGNED: ALM		REVISION
CHECKED: DPJ		
PROJ. MGR: TLW		
STATUS: PERMIT SUBMITTAL		
NOT RELEASED FOR CONSTRUCTION		

I:\01024\0192\ENR\00-drawings\Civil\05 AREA B - SITE IMPROVEMENTS PLAN.dwg, 1/21/2022 11:57:16 AM, Alex Molinari





PLAN VIEW



AREA B CROSSING

PROFILE VIEW

NOTES:

1. ALL EXISTING UTILITY ELEVATIONS SHOWN WERE OBTAINED FROM THE SUBSURFACE UTILITY ENGINEERING INVESTIGATION PERFORMED BY MCKIM & CREED, INC. DATED 08-17-21.

I:\0102A\0102A\ENR\00-Drawing\Area B - AREA B UTILITY PROFILE.dwg, 1/21/2022 11:56:12 AM, Alex Molinaro

REV. NO.	DESCRIPTIONS	DATE

SEAL

SEAL

1206 N. Palafox St.  
Pensacola, Florida 32501  
Phone: (850) 994-9503  
CA LIC No. 29588  
www.mckimcreed.com

SWRF  
STORMWATER SYSTEM REHABILITATION

CIVIL

**AREA B - UTILITY PROFILE**

DATE:	JANUARY 2022
MCE PROJ. #	1024-0192
DRAWN	ALM
DESIGNED	ALM
CHECKED	DPJ
PROJ. MGR.	TLW

SCALE	HORIZONTAL: AS SHOWN
	VERTICAL: AS SHOWN

DRAWING NUMBER  
**C08**

REVISION  
**A**

STATUS: **PERMIT SUBMITTAL**  
**NOT RELEASED FOR CONSTRUCTION**





# SOUTHWEST WATER RECLAMATION FACILITY STORMWATER SYSTEM REHABILITATION

COUNTY PROJECT No. 6036085

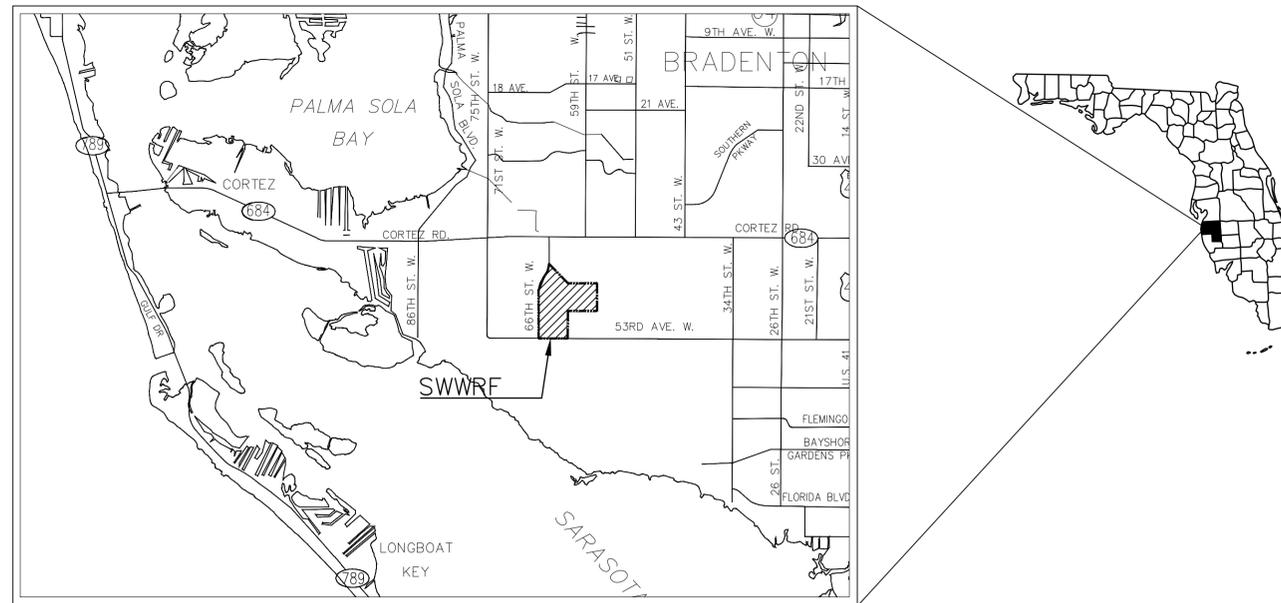
PERMIT SET  
JANUARY 2022



MANATEE COUNTY, FLORIDA

Sheet List Table	
Sheet Number	Sheet Title
G01	COVER SHEET
G02	NOTES AND SHEET INDEX
C01	PROJECT AREA OVERVIEW & KEYSHEET
C02	AREA A - EXISTING CONDITIONS & DEMOLITION PLAN
C03	AREA A - SITE IMPROVEMENTS PLAN
C04	AREA B - EXISTING CONDITIONS
C05	AREA B - DEMOLITION PLAN
C06	AREA B - SITE IMPROVEMENTS AND LAYOUT PLAN
C07	AREA B - GRADING AND DRAINAGE PLAN
C08	AREA B - UTILITY PROFILE
C09	AREA C - EXISTING CONDITIONS
C10	AREA C - DEMOLITION PLAN
C11	AREA C - EXISTING CONDITIONS AND DEMOLITION PLAN.
C12	AREA C - EXISTING CONDITIONS AND DEMOLITION PLAN
C13	AREA C - SITE IMPROVEMENTS AND LAYOUT PLAN
C14	AREA C - GRADING AND DRAINAGE PLAN
C15	AREA C - SITE IMPROVEMENTS PLAN
C16	AREA C - 65TH STREET CROSSING PROFILE
C17	AREA D - EXISTING CONDITIONS AND DEMOLITION PLAN.
C18	AREA D - EXISTING CONDITIONS AND DEMOLITION PLAN
C19	AREA D - SITE IMPROVEMENTS PLAN
C20	CIVIL DETAILS
C21	CIVIL DETAILS
C22	CIVIL DETAILS

**PART 2**



PROJECT VICINITY MAP  
SECTION 35S, TOWNSHIP 18E, RANGE 1



This item has been digitally signed and sealed by D. Patrick Jehle, Jr., P.E. 71528, on the date indicated in the signature below.

Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

I:\01024\0192\DWG\01024-0192.dwg, 1/21/2022 11:52:50 AM, Alex. Makhno

SWWRF STORMWATER SYSTEM REHABILITATION

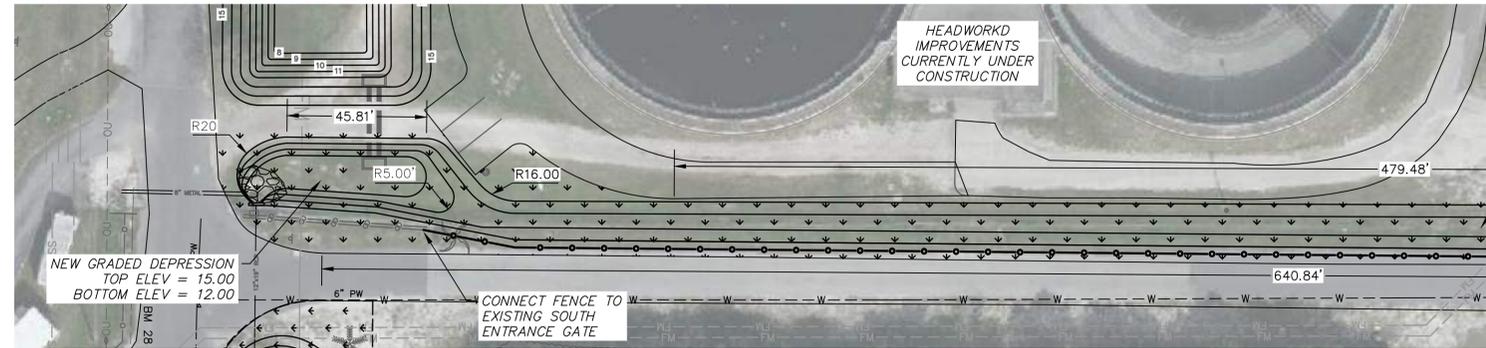
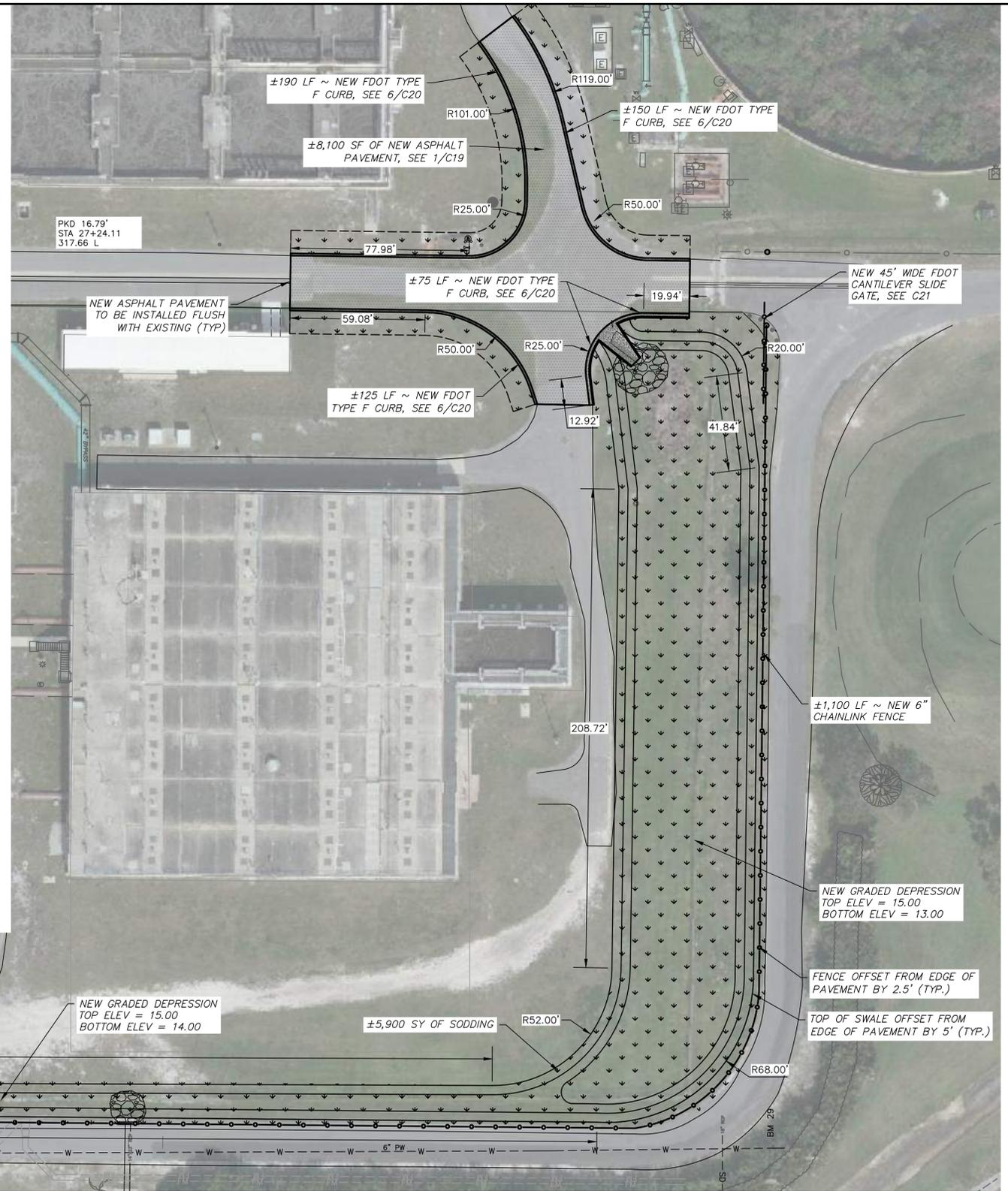
NOVEMBER 2021

MC 01024-0192

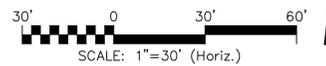
G01 - COVER SHEET







## IMPROVEMENTS AND LAYOUT PLAN



REV. NO.	DESCRIPTIONS	DATE

SEAL

SEAL

### MCKIM & CREED

1206 N. Palafox St.  
Pensacola, Florida 32501  
Phone: (850) 994-9503  
CA LIC No. 29588  
[www.mckimcreed.com](http://www.mckimcreed.com)

**SWRF**  
**STORMWATER SYSTEM REHABILITATION**

CIVIL

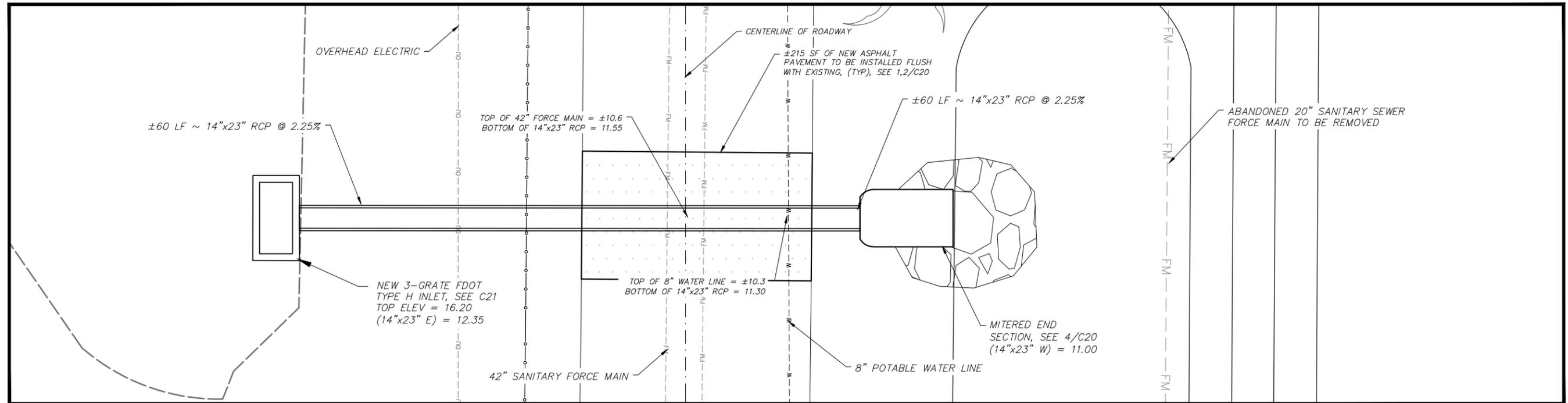
**AREA C - SITE IMPROVEMENTS**  
**AND LAYOUT PLAN**

DATE: JANUARY 2022 MCE PROJ. # 1024-0192 DRAWN: ALM DESIGNED: ALM CHECKED: DPJ PROJ. MGR: TLW	SCALE HORIZONTAL: AS NOTED VERTICAL: NA	DRAWING NUMBER <h2 style="margin: 0;">C13</h2> A REVISION	STATUS: <b>PERMIT SUBMITTAL</b> <b>NOT RELEASED FOR CONSTRUCTION</b>
--	---	--	---

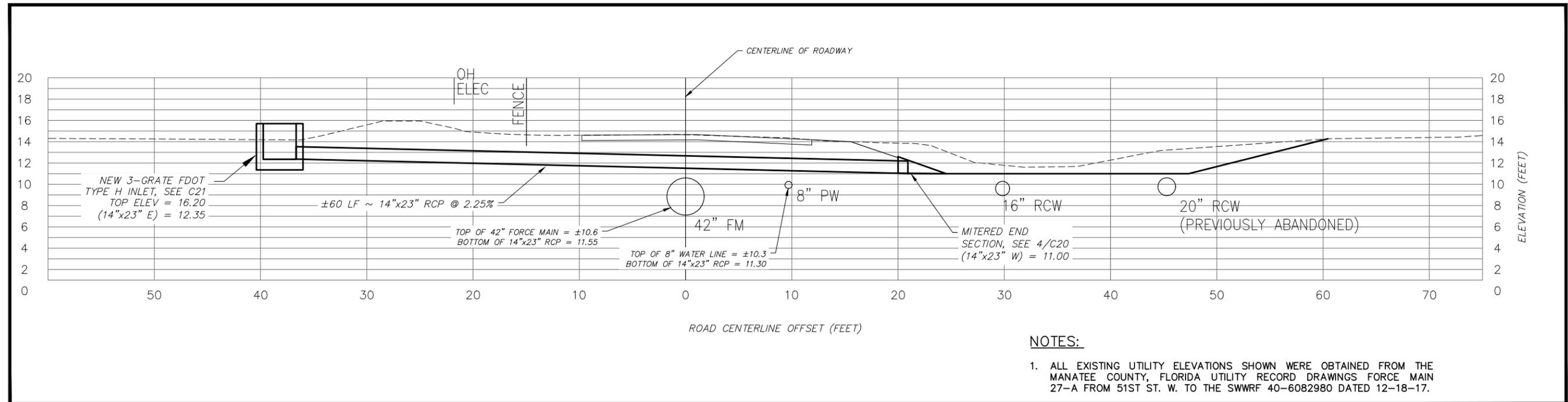
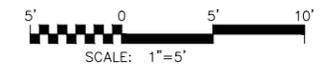
I:\01024\0192\ENR\00-drawings\Civil\C13 AREA C - GRADING AND DRAINAGE PLAN.dwg, 1/21/2022 12:00:57 PM, Alex, Molinaro







**PLAN VIEW**



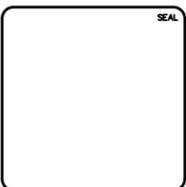
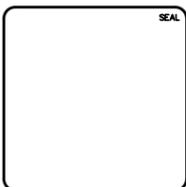
**PROFILE VIEW**

**NOTES:**

1. ALL EXISTING UTILITY ELEVATIONS SHOWN WERE OBTAINED FROM THE MANATEE COUNTY, FLORIDA UTILITY RECORD DRAWINGS FORCE MAIN 27-A FROM 51ST ST. W. TO THE SWWRF 40-6082980 DATED 12-18-17.

I:\0102A\0192\ENR\90-Drawing\Chil\C16 AREA C - 65TH STREET CROSSING PROFILE.dwg, 1/21/2022, 12:01:56 PM, Alex Malheiro

REV. NO.	DESCRIPTIONS	DATE



**MCKIM & CREED**  
 1206 N. Palafox St.  
 Pensacola, Florida 32501  
 Phone: (850) 994-9503  
 CA LIC No. 29588  
 www.mckimcreed.com



**SWWRF  
 STORMWATER SYSTEM REHABILITATION**

CIVIL

**AREA C - 65TH STREET CROSSING  
 PROFILE**

DATE:	JANUARY 2022
MCE PROJ. #	1024-0192
DRAWN	ALM
DESIGNED	ALM
CHECKED	DPJ
PROJ. MGR.	TLW

SCALE

HORIZONTAL:  
AS SHOWN

VERTICAL:  
AS SHOWN

DRAWING NUMBER  
**C16**

REVISION  
**A**

STATUS: **PERMIT SUBMITTAL**  
 NOT RELEASED FOR CONSTRUCTION















# AS-BUILT CERTIFICATION AND REQUEST FOR CONVERSION TO OPERATION PHASE

Instructions: Complete and submit this page within 30 days of completion of the permitted activities, as required by the permit conditions. **Any components of the permitted activities that are not in substantial conformance with the permit must be corrected or a modification of the permit will be required in accordance with Rule 62-330.315, Florida Administrative Code (F.A.C.).** The operation phase of the permit is effective when the construction certification for the entire permit/application is approved by the Agency. If the final operation and maintenance entity is not the permittee, the permittee shall operate the system, works or other activities temporarily until such time as the transfer to the operation entity is finalized (use Form 62-330.310(2)).

Permit No.:	Application No(s).	Permittee:
Project Name:		Phase (if applicable):

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

- I hereby notify the Agency of the completion of construction of all the components of the system, works or other activities for the above referenced project and certify that it has been constructed in substantial conformance with the plans specifications and conditions permitted by the Agency. Any minor deviations will not prevent the system from functioning in compliance with the requirements of Chapter 62-330, F.A.C. Attached is documentary evidence of satisfaction of any outstanding permit conditions, other than long term monitoring and inspection requirements.
- At the time of final inspection, the works or activities were NOT completed in substantial conformance with the plans and specifications permitted by the Agency. (The registered professional shall describe the substantial deviation(s) in writing, and provide confirming depiction on the as-built drawings and information.)

If there were substantial deviations, plans must be submitted clearly labeled as “as-built” or “record” drawings reflecting the substantial deviations. If there are no substantial deviations, do not submit “as built” drawings.

***For activities that require certification by a registered professional:***

By: \_\_\_\_\_

Signature	Print Name	Fla. Lic. or Reg. No
! AFFIX SEAL !	Company Name	
	Company Address	Date

***For activities that do not require certification by a registered professional:***

By: \_\_\_\_\_

Signature	Print Name	
	Company Name	
	Company Address	Date



## DRAWINGS AND INFORMATION CHECKLIST

**Following is a list of information that is to be verified and/or submitted by the Registered Professional or Permittee:**

1. All surveyed dimensions and elevations shall be certified by a registered Surveyor or Mapper under Chapter 472, F.S.
2. The registered professional's certification shall be based upon on-site observation of construction (scheduled and conducted by the registered professional 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, specifications and conditions.
3. If submitted, the as-built drawings are to be based on the permitted construction drawings revised to reflect any substantial deviations 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 that clearly highlight (such as through "red lines" or "clouds") any substantial deviations made during construction. As required by law, all surveyed dimensions and elevations required shall be verified and signed, dated and sealed by an appropriate registered professional. 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. Detention/Retention Area(s) – Identification number, size in acres, side slopes (h:v), 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,
  - c. 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;
  - 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. Benchmark(s) - location and description (minimum of one per major water control structure);
  - g. Datum- All elevations should be referenced to a vertical datum clearly identified on the plans, preferably the same datum used in the permit plans.
4. 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.
5. Any additional information or outstanding submittals required by permit conditions or to document permit compliance, other than long-term monitoring or inspection requirements.

---

# OPERATION AND MAINTENANCE INSPECTION CERTIFICATION

---

Instructions: Submit this form to the Agency within 30 days of completion of the inspection after any failure of a stormwater management system or deviation from the permit. This form may also be used to document inspections required under Section 12.4 of Applicant's Handbook Volume I, however submittal to the Agency is not required unless requested by the Agency.

Permit No.: \_\_\_\_\_ Application No.: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Identification or Name of Stormwater Management System: \_\_\_\_\_

Phase of Stormwater Management System (if applicable): \_\_\_\_\_

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

Inspection results: (check all that apply)

The undersigned hereby certifies that the works or activities are functioning in substantial conformance with the permit. This certification is based upon on-site observation of the system conducted by me or my designee under my direct supervision and my review of as-built plans.

The following maintenance was conducted since the last inspection (attach additional pages if needed):

\_\_\_\_\_

The undersigned hereby certifies that I or my designee under my direct supervision has inspected this surface water management system and the system does not appear to be functioning in substantial conformance with the permit. I am aware that maintenance or alteration is required to bring the system into substantial compliance with the terms and conditions of the permit. As appropriate, I have informed the owner of the following:

- (a) The system does not appear to be functioning properly;
- (b) That maintenance or repair is required to bring the system into compliance; and
- (c) If maintenance or repair measures are not adequate to bring the system into compliance, the system may have to be replaced or an alternative design constructed subsequent to approval by the agency below.

The following components of the system do not appear to be functioning properly (attach additional pages if needed):

---

**Any components of the constructed system that are not in substantial conformance with the permitted system shall require a written request to modify the permit in accordance with the provisions of Rule 62-330.315, F.A.C. If such modification request is not approved by the agency below, the components of the system that are not in conformance with the permit are subject to enforcement action under Sections 373.119, .129, .136, and .430, F.S.**



Name of Inspector: \_\_\_\_\_ Florida Registration Number: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Signature of Inspector

\_\_\_\_\_  
Date

---

### Report Reviewed by Permittee:

Name of Permittee: \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (if any)

# REQUEST FOR TRANSFER OF ENVIRONMENTAL RESOURCE PERMIT TO THE PERPETUAL OPERATION ENTITY

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume 1. (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.:	Application No(s).
Project Name:	Phase (if applicable):

A. **REQUEST TO TRANSFER:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: \_\_\_\_\_

Signature of Permittee	Name and Title
Company	Company Address
Phone	City, State, Zip

B. **AGREEMENT FOR SYSTEM OPERATION AND MAINTENANCE RESPONSIBILITY:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II in perpetuity. Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: \_\_\_\_\_

Signature of Representative of O&M Entity	Name of Entity for O&M
Name and Title	Address
Email Address	City, State, Zip
Phone	Date

Enclosed are the following documents, as applicable:

- Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- Copy of all recorded plats
- Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- Copy of filed articles of incorporation and documentary evidence of active corporate status with the Department of State, Division of Corporations (for corporations)
- A completed, signed, and notarized affidavit attesting that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I.(Note- this is optional, but aids in processing of this request)



---

# REQUEST TO TRANSFER PERMIT

---

Instructions: Submit this form to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Note: Use of this form is not required when a valid permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be letter, e-mail, or using this form, sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2012). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No.: \_\_\_\_\_ Application No(s): \_\_\_\_\_ Date Issued: \_\_\_\_\_

Identification or Name of Surface Water Management System: \_\_\_\_\_

Phase of Surface Water Management System (if applicable): \_\_\_\_\_

## **PART 1: PROPOSED PERMIT HOLDER**

The undersigned hereby notifies the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3 (d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions, and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permit Holder: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_



\_\_\_\_\_  
Signature of Proposed Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (if any)

**PART 2: RESPONSIBLE REGISTERED PROFESSIONAL**

Name of Registered Professional who will be responsible for system inspections and reporting as required by Chapter 62-330, F.A.C. (if applicable): \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Enclosures:

- Copy of recorded transfer of title for surface water management system
- Copy of plat(s)
- Copy of recorded restrictive covenants, articles of incorporation, and certificate of incorporation
- Other \_\_\_\_\_

**REPORT OF THE  
GEOTECHNICAL INVESTIGATION**

**HEADWORKS & CCC REHAB  
SWWRF – 53<sup>RD</sup> AVENUE W  
MANATEE COUNTY, FLORIDA**

February 18, 2019

McKim & Creed, Inc.  
3903 Northdale Blvd., Suite 115E  
Tampa, Florida 33624

Attention: Mr. David Wehner, P.E.

**RE: Report of the Geotechnical Investigation  
Headworks & CCC Rehab  
SWWRF – 53<sup>rd</sup> Avenue W  
Manatee County, Florida  
Our File: DES 178063**

Dear Mr. Wehner:

Pursuant to your authorization, **DRIGGERS ENGINEERING SERVICES, INC.** has completed a geotechnical investigation for the proposed improvements at the subject treatment plant. Results of our field and laboratory studies are included in this report together with our geotechnical design and construction recommendations.

### INTRODUCTION

Improvements to the facility will include the addition of a new Headworks structure and associated flume, a channel extension to the Anoxic Basin and new yard piping. Included herein are the results of field and laboratory studies completed together with geotechnical recommendations for your consideration.

### INVESTIGATION PROGRAM

**SOIL BORINGS** - Plate I of the report attachments identifies the respective positioning of seven (7) Standard Penetration Test (SPT) borings (GEO-1 through GEO-7) that were requested and staked in the field by the project surveyor. The following lists the borings conducted within the various improvement areas:

1. Boring GEO-1 was performed to a depth of fifteen (15) feet within a proposed valve bank pad.
2. Borings GEO-2 and GEO-7 were conducted to a depth of fifteen (15) feet within areas of new or modified yard piping.
3. Borings GEO-3, GEO-4 and GEO-5 were advanced to a depth of seventy (70) feet within the proposed headworks and flume structure.
4. Boring GEO-6 was conducted to a depth of forty (40) feet below grade within a channel extension at an anoxic basin.

The SPT borings were performed in general accordance with ASTM D-1586. Logs of the test borings are presented in the report attachments reflecting visual together with estimated Unified Soil Classification. Also included on each log are tabulated and graphically plotted Standard Penetration resistance values corresponding to each sample interval. A brief description of the Standard Penetration method of sampling used in our study is included in the report attachments. All the borings were grouted in accordance with the Southwest Florida Water Management District (SWFWMD) requirements. The upper 6 feet at each boring was excavated using hand auger equipment to further check for the presence of underground utilities. Hand cone soundings were performed within the upper hand augered portion to provide relative strength characteristics.

**LABORATORY TESTING** - A limited program of laboratory classification testing was performed on representative soil samples to aid in the engineering characterization of the soils. Our laboratory tests included eight (8) grainsize analyses, two (2) Atterberg limits determinations and two (2) organic content tests as deemed appropriate. The results of these classification tests are appended. Also, attached are the graphical representations of the individual grainsize analyses.

### **GENERALIZED SURFACE CONDITIONS**

**SOIL CONDITIONS** - The borings identified variable conditions within the upper 5 to 6 feet. Some of the borings identified interbedded layers of brown and gray sands with trace organic fines content containing some limerock fragments and shell as well as occasional seams of clayey sands. Where organic soils were noted, laboratory testing indicates organic contents of less than 3%, by weight, which is not considered excessive. The heterogeneity of the soils is likely due to various excavations and backfilling operations that have occurred historically within the treatment plant site. It should be noted that one of the borings, GEO-6, identified an obstruction at several attempted boring locations at a depth of 6 feet below grade. The obstruction appeared to be metallic in nature which could be either a pipe or buried debris in this area. Below 5 to 6 feet, the borings sampled brown and gray sands with variable shell content to a depth of about 18 feet below grade. The

majority of the soils within these upper strata were represented by the SP Unified Soil Classification System (USCS) designation. These upper strata were underlain by interbedded zones of shelly sands with variable silt fines content representing the SP to SM USCS designation. Below about 38 feet, the sandy soils were underlain by green, gray and brown, variably cemented dolomitic silts and clays to the completion depths of the borings.

Hand Cone and Standard Penetration resistance data typically revealed a medium dense to dense relative density within the upper 18 feet. Standard Penetration resistance information below that revealed primarily a very loose to loose relative density to a depth of about 33 feet where medium dense sandy soils were identified. The dolomitic silts and clays at depth varied from stiff to very stiff in consistency.

**GROUNDWATER CONDITONS** - Groundwater was recorded at a depth of about 2.8 to 4.4 feet below grade at the time of our investigation. You will note that these observations were obtained during a period of minimal rainfall prior to the wet season.

Groundwater should be expected to rise following periods of more pronounced rainfall during the summer wet season months. Based on our review of the soils maps published by the USDA Natural Resources Conservation Service (NRCS), the soils in the general project area are represented by the EauGallie soil series. EauGallie soils are characterized by seasonal high groundwater levels between 6 and 18 inches below grade. Accordingly, it should be expected that groundwater could occur within the upper 12 inches of the ground surface during periods of heavy rainfall associated with the wet season.

## **GEOTECHNICAL EVALUATION AND RECOMMENDATIONS**

**PROPOSED CONSTRUCTION AND LOADING CONDITIONS** - The planned construction will include a new headworks structure with associated flume/channel, a new channel extension for anoxic basins and new yard piping. The rectangular portions of the T-shaped headworks structure measure about 51 ft. by 35 ft. for the screenings room and 21 ft. by 55 ft. for the headcell unit, both of which will be supported by mat foundations. It is our understanding based on information provided by Sam Hobi, P.E. with McKim & Creed, Inc., that the screenings room structure will impose an average mat pressure of about 1,900 psf and the headcell unit structure will impose a bearing pressure of about 2,500 psf. The top of both foundation mats will be at about existing grade and the two (2) mat foundations will be separated by a control joint.

Flume/Channels are also planned. These flumes/channels will be supported by columns. The flume channel column for the headworks structure will have service column loads ranging from about 60 kips to on the order of 300 kips. The column loads for the channel extension at the anoxic basin are expected to be about 25 kips, or less. The columns will also be subjected to minor overturning moments. The bottom of the potential shallow foundations will likely be embedded 2 to 2.5 feet below grade.

**FOUNDATION CONDITIONS** - The borings conducted have revealed the presence of medium dense to dense sands within the upper 18 feet. The soils below this depth to depths of about 35 feet are considered moderately compressible. The deeper stiff to very stiff dolomitic clays and silts are not expected to produce significant settlement. The following sections present the specific foundation recommendations for the proposed structures investigated.

**Proposed Headworks** - We anticipate that the mat foundations settlement for the headworks building will primarily occur as a result of compression of very loose to loose sands below a depth of about 18 feet. Assuming a flexible mat, we would anticipate that the settlement at the center of each of the mats would be about 1.0 inch. The greatest settlement will be at the center of the line where the two (2) mat foundations meet. We would expect about 1.5 inches in that area. However, the differential settlement will be controlled by the stiffness of the mat. Therefore, for evaluation of the mat, we suggest utilizing a modulus of subgrade reaction,  $k_s$ , equal to 15 pounds per cubic inch. Peak bearing stresses beneath the mat should be limited to 3,500 psf. If necessary, once the initial analyses of the mat are completed, modifications of the subgrade modulus may be possible in certain areas, depending on the resulting stress distribution.

Subgrade preparation should include vibratory compaction at the mat subgrade elevation so as to achieve a density of at least 95% of the Modified Proctor maximum dry density in accordance with ASTM D1557 or to project specifications, whichever is more stringent. All fill and backfill soils should also be compacted to the above requirements in 12-inch lifts. Soils representing the SP to SP-SM Unified Soil Classification System (USCS) designation would be considered suitable fill or backfill. Heavy vibratory equipment should be avoided when operated close to adjacent structures to prevent excessive vibrations that could induce settlement.

In order to provide documentation with regards to settlement as a function of load, settlement points should be established on both the new and existing tank structures.

Detailed settlement monitoring is an important measure in order to check that actual total and differential settlements are within the expected range. It is important that the elevations be referenced to at least two (2) "fixed" benchmarks well outside of the influence of the structure. Settlement observations will be recorded to the nearest 0.002 feet.

**Proposed Flumes/Channels** - Based on the above loading conditions and the subsurface conditions identified, we recommend limiting the allowable soil bearing pressure to 3,500 pounds per square foot. Provided proper subgrade preparation is performed, foundations sized in accordance with this allowable soil bearing pressure should experience total settlement of about 0.75 inch, or less. A minimum foundation width of 4 feet is recommended.

Subgrade preparation should include vibratory compaction at the bottom of footing elevation so as to achieve a density of at least 95% of the Modified Proctor maximum dry density in accordance with ASTM D1557 or to project specifications, whichever is more stringent. All fill and backfill soils should also be compacted to the above requirements in 12-inch lifts. Soils representing the SP to SP-SM Unified Soil Classification System (USCS) designation would be considered suitable fill or backfill. Heavy vibratory equipment should be avoided when operated close to adjacent structures to prevent excessive vibrations that could induce settlement. Also, heavy vibratory equipment should be avoided adjacent to below grade walls to prevent excessive earth pressures that could result in damage to the constructed tank.

**NEW YARD PIPING** - The invert of the proposed underground piping will be embedded a nominal 6 to 10 feet below grade. In general, our geotechnical investigation indicates that the subgrade soils within the depths contemplated consist predominantly of sands and shelly sands comprising the SP Unified Soil Classification and the AASHTO A-3 classification. These soils should provide suitable subgrade support with routine subgrade preparation in accordance with applicable specifications. Pipe settlement is expected to be limited to less than 1 inch and the settlement should occur quickly following backfill placement.

In general, the soils excavated for pipe embedment would be suitable from a geotechnical perspective for re-use as compacted backfill with proper moisture control and compaction. Commonly, these soils consisted of fine sands representing the SP USCS designation or AASHTO A-3 designation. Backfill soils should be compacted to at least 95% of the Modified Proctor maximum dry density ASTM D-1557 or to applicable project specifications, whichever is more stringent.

Where soils may be excavated below the pre-construction groundwater table, these soils may occur in an elevated moisture content even with the utilization of construction dewatering. These soils will likely require aeration to reduce the moisture content to facilitate placement and compaction to project specification requirements. We would suggest that the moisture contents be controlled within  $\pm 2\%$  of the optimum moisture content as established by the Modified Proctor moisture density relationship of ASTM D-1557.

**SOIL STRENGTH PARAMETERS** - There will be various below grade construction as well as potential temporary earth retention systems to aid construction. Accordingly, the following geotechnical parameters are considered preliminary for use in the analyses of the various structures.

Soil Consistency	Total Unit Weight (pcf)	Buoyant Unit Weight (pcf)	Angle of Internal Friction, $\phi$	Undrained Shear Strength (psf)	Active Earth Pressure Coefficient (Ka)	At-Rest Earth Pressure Coefficient (Ko)	Passive Earth Pressure Coefficient (Kp)
<u>Very loose</u> fine sands and slightly silty sands	115	55	28	--	0.36	0.53	2.7
<u>Loose</u> fine sands and slightly silty sands	120	60	30	--	0.33	0.5	3.0
<u>Medium dense</u> fine sands and slightly silty sands	120	60	32	--	0.30	0.47	3.33

Note: Properly compacted sands and non-plastic slightly silty sands would likely possess a medium dense relative density for use in analyses.

Naturally, an appropriate factor of safety should be utilized in the design of earth retaining structures and one must consider potential surcharge loads both during and after construction. The coefficient of sliding friction ( $\tan \delta$ ) for concrete on compacted sands or gravel equal to 0.45 should be utilized in design.

**GEOTECHNICAL CONSTRUCTION CONSIDERATIONS** - We would expect that most, if not all of the below grade construction will take place in an open sloped excavation. Where open-excavations are contemplated, the contractor should comply with all the applicable City and County standards for construction. However, based on the soil types encountered, we would recommend construction side slopes no steeper than 1.5 horizontal to 1 vertical provided that effective dewatering is developed and maintained during the excavation and backfilling operations. Naturally, the contractor must also comply with applicable OSHA trench safety requirements.

We would also anticipate that portions of the below grade construction, where deeper excavations are planned or where adjacent utilities may be present, may incorporate trench box methodologies or sheeting. Careful consideration must be given to earth pressures, including hydrostatic pressures as well as horizontal stresses from surface loading. Where implemented, techniques should be utilized so as to minimize any vibrations and disturbance of previously placed piping or existing utilities during installation and advancement of the trench box. Also, where existing utilities or structures may occur within close proximity to construction, the contractor must exercise due care so as to avoid any deformation or damage to existing facilities. Clearly, techniques that would involve significant vibration such as vibratory sheeting installation and extraction or heavy vibratory compaction equipment should be avoided, where possible. Compaction of backfill in such areas should be performed utilizing relatively light hand-guided vibratory compaction equipment in thin lifts not in excess of 6 inches so as to achieve uniform compaction consistent with the equipment selected for compaction. We would certainly recommend that elevations be established on existing utilities or structures and that elevations be carefully monitored during all excavation and construction activities to detect any movements that might signal a need for a modification in the ways and means of construction. It would also be prudent to monitor vibrations within critical areas.

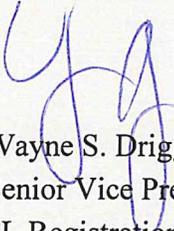
Appropriate dewatering is a critical aspect of below grade construction to allow proper preparation of the subgrade and appropriate backfilling and compaction of surrounding soils. Improper implementation of dewatering can result in de-stabilization of the subgrade soils which can cause enhanced total and differential settlement. It is recommended that the dewatering system consist of a properly designed wellpoint system. Due to the stratified nature of the soils and the required depth of dewatering, we would strongly recommend that the contractor retain the services of a qualified dewatering consultant to appropriately design and monitor performance of the dewatering system. As a minimum, the wellpoints should be fully slotted and encased in properly designed filter media for more effective dewatering. The dewatering system should be installed so as to maintain groundwater levels to no less than 1.5 feet below the planned bottom of the excavation.

**LIMITATIONS**

Our geotechnical investigation was conducted for the purpose of investigating generalized subsurface conditions to assist in the design of the planned facilities and to provide general information for use in construction. Our investigation may not have included development of all subsurface soils information that may be needed by the prospective contractor in the development of their construction procedures. The contractor is certainly encouraged to conduct such additional investigations as they may deem necessary to develop his bid proposal.

**DRIGGERS ENGINEERING SERVICES, INC.** appreciates the opportunity to be of service to you on this project. We trust if you have any questions concerning our report, you will not hesitate to contact this office at your convenience.

Respectfully submitted,  
**DRIGGERS ENGINEERING SERVICES, INC.**

  
Wayne S. Driggers, P.E.  
Senior Vice President  
FL Registration No. 58013



  
F. Jaime Driggers, P.E.  
President  
FL Registration No. 16989

WSD-REP\178063-rev

Copies submitted: (1)

**APPENDIX**

**PLATE I - BORING LOCATION PLAN**

**STANDARD PENETRATION TEST BORING (SPT) LOGS**

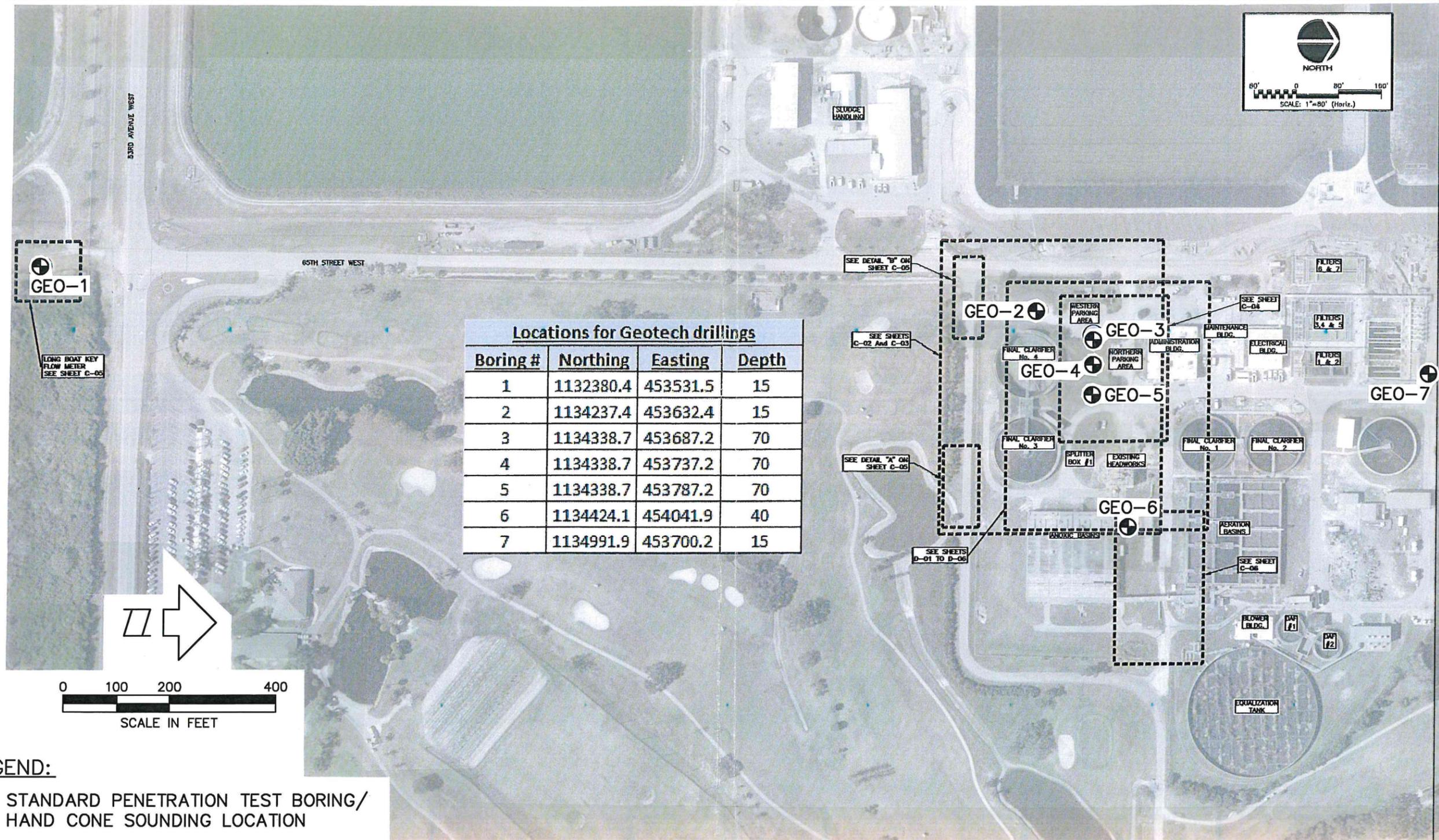
**HAND AUGER BORING / HAND CONE SOUNDING LOGS**

**SUMMARY OF LABORATORY TEST RESULTS**

**GRAINSIZE ANALYSES**

**METHOD OF TESTING**

**PLATE I - BORING LOCATION PLAN**



**LEGEND:**

⊕ STANDARD PENETRATION TEST BORING/  
HAND CONE SOUNDING LOCATION

CAD / ENGINEER	SHEET TITLE	PROJECT NO.	DATE
R.D.B. / W.S.D.	<b>BORING LOCATION PLAN</b>	DES 178063	12/31/18
PREPARED BY	PROJECT NAME	SCALE	SHEET NO.
 DRIGGERS ENGINEERING SERVICES, INCORPORATED	<b>PROPOSED HEADWORKS STRUCTURE SWRF MANATEE COUNTY, FLORIDA</b>	AS SHOWN	PLATE I

**STANDARD PENETRATION TEST BORING LOGS**



**DRIGGERS ENGINEERING SERVICES INCORPORATED**

Project No. DES 178063 **BORING NO. GEO-1**  
 Project Proposed Headworks Structure, SWWRF, Manatee County, Florida  
 Location See Plate I Foreman C.D.  
 Completion Depth 16.5' Date 12/5/18 Depth To Water 4.4' Time \_\_\_\_\_ Date 12/5/18

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
SURF. EL:										
0			Brownish-gray Fine SAND with trace of roots (SP) (A-3)							
			Brown Fine SAND with trace of shell (SP) (A-3)							
			Light brown Fine SAND with shell (SP) (A-3)							
			Light brown Fine SAND (SP) (A-3)							
5			Brown Fine SAND (SP) (A-3)							
			Dark brown slightly clayey to clayey Fine SAND (SP-SC) to (SC) (A-3) to (A-2-6)							
			Dark gray Fine SAND with trace of shell (SP) (A-3)	6/11/13						
			Medium dense light grayish-brown Fine SAND with shell (SP) (A-3)	8/11/14						
10			Medium dense gray Fine SAND with shell (SP) (A-3)	9/16/21						
			- trace of shell at depth 10.0'	17/20/23						
			Dense to medium dense light gray Fine SAND (SP) (A-3)	9/12/16						
15										
20										
25										
30										

Remarks \_\_\_\_\_ Casing Length \_\_\_\_\_



# DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 178063 **BORING NO. GEO-2**  
 Project Proposed Headworks Structure, SWWRF, Manatee County, Florida  
 Location See Plate I Foreman C.D.  
 Completion Depth 16.5' Date 12/5/18 Depth To Water 3.1' Time \_\_\_\_\_ Date 12/5/18

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)				
					10	20	40	60	80
SURF. EL:									
0			Brown Fine SAND with shell and rock fragments (SP) (A-3)						
			Dark brown Fine SAND with finely divided organic material and trace of shell (SP) (A-3)						
			Brownish-gray Fine SAND with shell (SP) (A-3)						
5			Light brown Fine SAND with abundant shell (SP) (A-3)						
			Dark brown and gray Fine SAND (SP) (A-3)	10/16/20					
			Dark brown Fine SAND with trace of shell (SP) (A-3)						
10			Dense light brown Fine SAND with abundant shell (SP) (A-3)	13/21/21					
			Dense light gray Fine SAND with shell (SP) (A-3)	11/13/23					
			Dense to medium dense light grayish-brown Fine SAND with trace of shell (SP) (A-3)	14/22/21					
15				6/13/11					
20									
25									
30									

Remarks \_\_\_\_\_ Casing Length \_\_\_\_\_



**DRIGGERS ENGINEERING SERVICES INCORPORATED**

Project No. DES 178063 **BORING NO. GEO-3**  
 Project Proposed Headworks Structure, SWWRF, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.D. \_\_\_\_\_  
 Completion Depth 71.5' Date 12/5/18 Depth To Water 3.1' Time \_\_\_\_\_ Date 12/5/18

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)				
					10	20	40	60	80
SURF. EL:									
0			Dark brownish-gray Fine SAND with finely divided organic material and roots (SP) (A-3)						
			Dark gray Fine SAND with finely divided organic material (SP) (A-3)						
			Gray Fine SAND (SP) (A-3)						
5			Dark brown slightly organic, slightly silty Fine SAND (SP-SM) (A-3)						
			Light brown Fine SAND with abundant shell (SP) (A-3)	10/15/14					
			Medium dense to dense light brown to light grayish-brown Fine SAND with shell (SP) (A-3)	9/15/20					
10			Dense to medium dense light brown to light gray Fine SAND with trace of shell (SP) (A-3)	12/19/23					
				11/20/14					
15				10/13/11					
			Very loose gray silty Fine SAND with shell (SM) (A-2-4)	2/2/2					
20									
			Medium dense gray Fine SAND with cemented sand and trace of shell (SP) (A-3)	3/3/16					
25									
			Very loose light brownish-gray slightly silty Fine SAND with shell (SP-SM) (A-3)	2/1/1					
30									
			Medium dense light grayish-brown Fine SAND (1)						

Remarks (1) with trace of shell (SP) (A-3) Casing Length 45.0'



# DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 178063

**BORING NO. GEO-3**

Project Proposed Headworks Structure, SWWRF, Manatee County, Florida

Location See Plate I

Foreman \_\_\_\_\_

C.D. \_\_\_\_\_

Completion

Depth 71.5'

Date 12/5/18

Depth To

Water 3.1'

Time \_\_\_\_\_

Date 12/5/18

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
SURF. EL:										
35			Medium dense light grayish-brown Fine SAND with trace of shell (SP) (A-3)	6/12/10						
40			Stiff to very stiff greenish-gray to dark green dolomitic, silty CLAY (CH) (A-7-6)	4/7/6						
45				5/5/7						
50				5/9/6						
55				7/6/8						
60				6/7/7						
65				8/7/10						

Remarks \_\_\_\_\_

Casing Length \_\_\_\_\_

45.0'

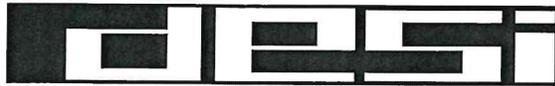


# DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 178063 **BORING NO. GEO-3**  
 Project Proposed Headworks Structure, SWWRF, Manatee County, Florida  
 Location See Plate I Foreman C.D.  
 Completion Depth 71.5' Date 12/5/18 Depth To Water 3.1' Time \_\_\_\_\_ Date 12/5/18

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
70			SURF. EL: Stiff to very stiff greenish-gray to dark green dolomitic, silty CLAY (CH) (A-7-6)	9/11/13		20				
75										
80										
85										
90										
95										
100										

Remarks \_\_\_\_\_ Casing Length 45.0'



**DRIGGERS ENGINEERING SERVICES INCORPORATED**

Project No. DES 178063                      **BORING NO. GEO-4**  
 Project Proposed Headworks Structure, SWWRF, Manatee County, Florida  
 Location See Plate I    Foreman \_\_\_\_\_ C.D. \_\_\_\_\_  
 Completion Date 12/6/18                      Depth To Water 3.1'                      Time \_\_\_\_\_ Date 12/5/18  
 Depth 71.5'

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)				
					10	20	40	60	80
SURF. EL:									
0			Brown Fine SAND with trace of roots (SP) (A-3)						
			Brown Fine SAND with shell (SP) (A-3)						
			Dark grayish-brown Fine SAND with shell (SP) (A-3)						
			Dark gray Fine SAND with trace of shell (SP) (A-3)						
5			Dark brown Fine SAND with finely divided organic material (SP) (A-3)	4/6/10					
			Light brown Fine SAND with abundant shell (SP) (A-3)	8/15/16					
10			Medium dense to dense light brown Fine SAND with shell (SP) (A-3)	12/20/22					
			Dense light gray Fine SAND (SP) (A-3)						
			Medium dense light brownish-gray Fine SAND with shell (SP) (A-3)	11/14/8					
15			Dense light brownish-gray Fine SAND (SP) (A-3)	9/19/16					
			Very loose gray slightly silty Fine SAND with shell (SP-SM) (A-3)	3/1/2					
20			Medium dense brownish-gray silty Fine SAND with abundant shell (SM) (A-2-4)	2/6/5					
25			Very loose light gray slightly silty Fine SAND with shell (SP-SM) (A-3)	3/2/2					
30			Medium dense gray Fine SAND (SP) (A-3)						

Remarks \_\_\_\_\_  
 \_\_\_\_\_ Casing Length 40.0'



# DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 178063 **BORING NO. GEO-4**  
 Project Proposed Headworks Structure, SWWRF, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.D. \_\_\_\_\_  
 Completion \_\_\_\_\_  
 Depth 71.5' Date 12/6/18 Depth To Water 3.1' Time \_\_\_\_\_ Date 12/5/18

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)				
					10	20	40	60	80
			SURF. EL:						
35			Medium dense gray Fine SAND (SP) (A-3)	8/13/9					
40			Hard light gray variably cemented, dolomitic, clayey SILT (ML) (A-4)	6/17/23					
45			Very stiff tan variably cemented, dolomitic SILT (ML) (A-4)	3/17/12					
50			Firm to stiff greenish-gray to dark greenish-gray dolomitic, clayey SILT (MH) (A-7-6)	3/4/1					
55				3/4/5					
60			Very stiff to stiff dark green dolomitic, silty CLAY (CH) (A-7-6)	5/8/10					
65				5/6/8					

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Casing Length 40.0'





**DRIGGERS ENGINEERING SERVICES INCORPORATED**

Project No. DES 178063 **BORING NO. GEO-5**  
 Project Proposed Headworks Structure, SWWRF, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.D. \_\_\_\_\_  
 Completion Depth 70.9' Date 12/7/18 Depth To Water 2.8' Time \_\_\_\_\_ Date 12/6/18

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
SURF. EL:										
0			Dark brown Fine SAND (SP) (A-3)							
			Brown Fine SAND with shell (SP) (A-3)							
			Dark gray Fine SAND with finely divided organic material (SP) (A-3)							
			Gray Fine SAND (SP) (A-3)							
5			Light gray Fine SAND (SP) (A-3)							
			Dark brown Fine SAND with finely divided organic material (SP) (A-3)	6/9/11						
			Medium dense brown Fine SAND with shell (SP) (A-3)	7/10/13						
10			Dense to medium dense light brown Fine SAND with abundant shell (SP) (A-3)	11/17/23						
				9/11/14						
15			Dense light grayish-brown Fine SAND with trace of shell (SP) (A-3)	11/15/17						
20			Very loose to loose dark gray to gray slightly silty Fine SAND with shell (SP-SM) (A-3)	3/2/1						
25				3/2/3						
30			Very loose to medium dense light grayish-brown silty Fine SAND with shell (SM) (A-2-4)	2/2/2						

Remarks \_\_\_\_\_ Casing Length 40.0'



# DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 178063 **BORING NO. GEO-5**  
 Project Proposed Headworks Structure, SWWRF, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.D. \_\_\_\_\_  
 Completion \_\_\_\_\_  
 Depth 70.9' Date 12/7/18 Depth To Water 2.8' Time \_\_\_\_\_ Date 12/6/18

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)
SURF. EL:					
35			Very loose to medium dense light grayish-brown silty Fine SAND with shell (SM) (A-2-4)	5/5/7	10
40			Very stiff gray dolomitic, clayey SILT (MH) (A-4)	5/10/13	20
45			Very stiff light brown variably cemented, dolomitic SILT (ML) (A-4)	12/8/7	30
50			Stiff to very stiff greenish-gray to dark greenish-gray dolomitic, silty CLAY (CH) (A-7-6)	3/4/5	40
55				3/4/5	50
60				11/7/8	60
65				10/8/9	70

Remarks \_\_\_\_\_ Casing Length 40.0'



# DRIGGERS ENGINEERING SERVICES INCORPORATED

**Project No.** DES 178063                      **BORING NO.** GEO-5  
**Project** Proposed Headworks Structure, SWWRF, Manatee County, Florida  
**Location** See Plate I    **Foreman** C.D.  
**Completion**                      **Depth To**  
**Depth** 70.9'                      **Date** 12/7/18                      **Water** 2.8'                      **Time** \_\_\_\_\_                      **Date** 12/6/18

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)				
					10	20	40	60	80
			SURF. EL:						
70			Hard brown cemented, dolomitic SILT (ML) (A-4)	7/50*	* 0.4' Penetration				
75									
80									
85									
90									
95									
100									

**Remarks** \_\_\_\_\_  
**Casing Length** 40.0'



**DRIGGERS ENGINEERING SERVICES INCORPORATED**

Project No. DES 178063 **BORING NO. GEO-6**  
 Project Proposed Headworks Structure, SWWRF, Manatee County, Florida  
 Location See Plate I Foreman C.D.  
 Completion Depth 41.5' Date 12/7/18 Depth To Water 3.7' Time \_\_\_\_\_ Date 12/6/18

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
SURF. EL:										
0			1-1/4" Asphalt Pavement							
			Brown Fine SAND with shell (SP) (A-3)							
			Light brown Fine SAND with shell (SP) (A-3)							
			Dark brown Fine SAND with trace of shell (SP) (A-3)							
5			Dark gray Fine SAND with finely divided organic material (SP) (A-3)							
			Gray Fine SAND (SP) (A-3)							
			Dark brown Fine SAND (SP) (A-3)	8/8/12						
			Light brown silty Fine SAND with trace of shell (SM) (A-2-4)	10/17/19						
10			Grayish-brown clayey Fine SAND (SC) (A-2-6)							
			Medium dense to dense light brown Fine SAND with abundant shell (SP) (A-3)	14/20/22						
			Dense light grayish-brown Fine SAND with shell (SP) (A-3)	17/15/18						
15			Very dense light gray Fine SAND with trace of shell (SP) (A-3)	13/26/26						
20			Very loose dark gray silty Fine SAND with shell (SM) (A-2-4)	2/1/2						
25			Loose gray slightly silty Fine SAND with shell (SP-SM) (A-3)	2/3/2						
30			Very loose light brownish-gray slightly silty Fine SAND with trace of shell (SP-SM) (A-3)	2/1/2						
			Loose light gray silty Fine SAND (1)							

Remarks (1) with shell (SM) (A-2-4) Casing Length \_\_\_\_\_



# DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 178063 **BORING NO. GEO-6**  
 Project Proposed Headworks Structure, SWWRF, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.D. \_\_\_\_\_  
 Completion \_\_\_\_\_  
 Depth 41.5' Date 12/7/18 Depth To Water 3.7' Time \_\_\_\_\_ Date 12/6/18

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)				
					10	20	40	60	80
			SURF. EL:						
35			Loose light gray silty Fine SAND with shell (SM) (A-2-4)	2/4/4					
40			Very stiff light gray dolomitic, clayey SILT (MH) (A-4)	8/9/14					
45									
50									
55									
60									
65									

Remarks \_\_\_\_\_ Casing Length \_\_\_\_\_



**DRIGGERS ENGINEERING SERVICES INCORPORATED**

Project No. DES 178063 **BORING NO. GEO-7**  
 Project Proposed Headworks Structure, SWWRF, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.D. \_\_\_\_\_  
 Completion Depth 16.5' Date 12/7/18 Depth To Water 3.7' Time \_\_\_\_\_ Date 12/7/18

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)				
					10	20	40	60	80
0			SURF. EL: 2" Asphalt Pavement						
			Brown Fine SAND with shell (SP) (A-3)						
			Dark grayish-brown Fine SAND with shell (SP) (A-3)						
5			Dark grayish-brown Fine SAND with abundant shell (SP) (A-3)	11/13/10					
			Medium dense brown Fine SAND with abundant shell (SP) (A-3)	5/9/7					
10			Medium dense light brown to light grayish-brown Fine SAND with shell (SP) (A-3)	6/7/6					
				6/10/11					
15			Medium dense light gray Fine SAND with shell (SP) (A-3)	7/8/12					
20									
25									
30									

Remarks \_\_\_\_\_ Casing Length \_\_\_\_\_

**HAND AUGER BORING / HAND CONE SOUNDING LOGS**





HAND AUGER BORING/HAND CONE SOUNDING LOG											
PROJECT: Proposed Headworks Structure SWWRF Manatee County, Florida Project No.: DES 178063			CLIENT: McKim & Creed								
TECHNICIAN: C.D./C.O.			WATER TABLE: 3.1'		DATE: 12/5/18						
LOCATION: See Plate I			DATE: 12/5/18		COMPLETION DEPTH: 6.0'						
			TEST NUMBER: GEO-3								
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	HAND CONE TIP RESISTANCE (TSF)							
				0	10	20	30	40	50	60	70
	Dark brownish-gray Fine SAND with finely divided organic material and roots (SP) (A-3)	0	[Symbol: Dotted pattern]								
		1									
	Dark gray Fine SAND with finely divided organic material (SP) (A-3)	2	[Symbol: Dotted pattern]								
		3									
	Gray Fine SAND (SP) (A-3)	4	[Symbol: Dotted pattern]								
		5									
	Dark brown slightly organic, slightly silty Fine SAND (SP-SM) (A-3)	6	[Symbol: Dotted pattern]								
		7									
	Light brown Fine SAND with abundant shell (SP) (A-3)	8	[Symbol: Inverted triangles]								
		9									
		10									
		11									
		12									
		13									
		14									
		15									
		16									
		17									
		18									
		19									
		20									
		21									
		22									
		23									
		24									
		25									
		26									
		27									
		28									
		29									
		30									
		31									
		32									
		33									
		34									
		35									
		36									
		37									
		38									
		39									
		40									
		41									
		42									
		43									
		44									
		45									
		46									
		47									
		48									
		49									
		50									
		51									
		52									
		53									
		54									
		55									
		56									
		57									
		58									
		59									
		60									
		61									
		62									
		63									
		64									
		65									
		66									
		67									
		68									
		69									
		70									
		71									
		72									
		73									
		74									
		75									
		76									
		77									
		78									
		79									
		80									
		81									
		82									
		83									
		84									
		85									
		86									
		87									
		88									
		89									
		90									
		91									
		92									
		93									
		94									
		95									
		96									
		97									
		98									
		99									
		100									

**LEGEND:**

- + Denotes Penetration Resistance in excess of 50 TSF









**SUMMARY OF LABORATORY TEST RESULTS**

**SUMMARY OF LABORATORY TEST RESULTS**

BORING NO.	DEPTH (ft)	DESCRIPTION	W %	Y <sub>d</sub> (pcf)	G <sub>s</sub>	ATTERBERG LIMITS				P.P. (tsf)	U.C.	CON.	G.S.	ORG. (%)	pH	Cl. (ppm)	SO <sub>4</sub> (ppm)	RES. (ohm-cm)
						LL	PL	PI										
GEO-1	6.0-7.5	Light grayish-brown Fine SAND with shell											*					
GEO-2	3.9-4.4	Dark brown Fine SAND with trace of shell											*					
GEO-2	6.0-7.5	Light brown Fine SAND with abundant shell											*					
GEO-3	3.9-4.8	Dark brown slightly organic, slightly silty Fine SAND											*	2.8				
GEO-3	30.0-31.5	Light brownish-gray slightly silty Fine SAND with shell											*					
GEO-4	20.0-21.5	Gray slightly silty Fine SAND with shell											*					
GEO-4	30.0-31.5	Light gray slightly silty Fine SAND with shell											*					
GEO-4	50.0-51.5	Greenish-gray dolomitic, clayey SILT	78.8			182	72	110				**	99.9					
GEO-5	4.6-5.3	Dark brown Fine SAND with finely divided organic material												1.9				
GEO-5	20.0-21.5	Dark gray slightly silty Fine SAND with shell											*					
GEO-6	5.2-5.8	Brown clayey Fine SAND	16.0			31	16	15				**	17.6					

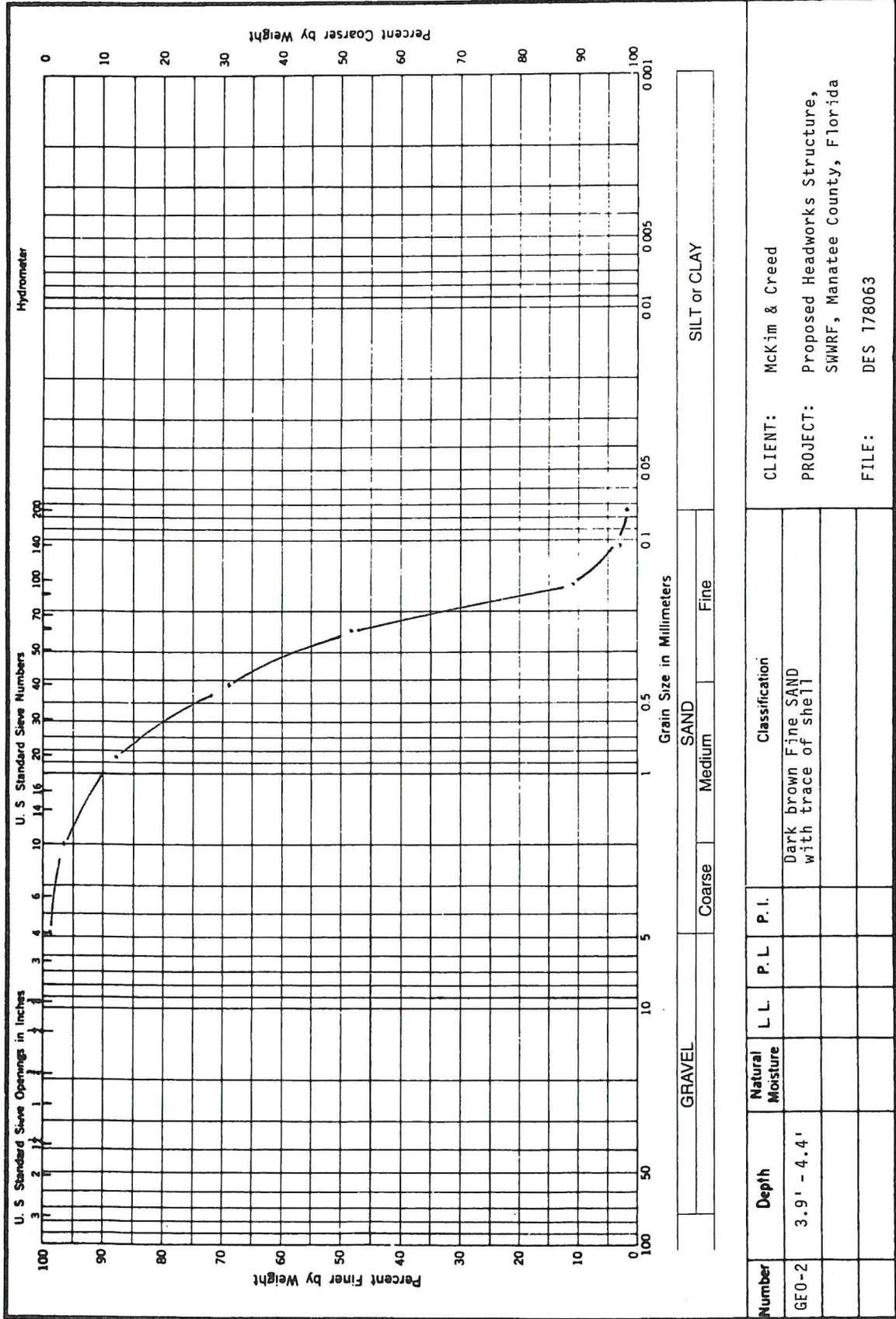
W %	=	Water Content	Con.
Y <sub>d</sub> (pcf)	=	Dry Density	G.S. (+1)
G <sub>s</sub>	=	Specific Gravity	ORG. (%)
LL	=	Liquid Limit	Cl. (ppm)
PL	=	Plastic Limit	SO <sub>4</sub> (ppm)
PI	=	Plasticity Index	RES. (ohm-cm)
P.P. (tsf)	=	Pocket Penetrometer	*
U.C.	=	Unconfined Compression	**

**CLIENT:** McKim & Creed  
**PROJECT:** Proposed Headworks Structure, SWWRF, Manatee County, Florida  
**FILE:** DES 178063

## **GRAINSIZE ANALYSES**



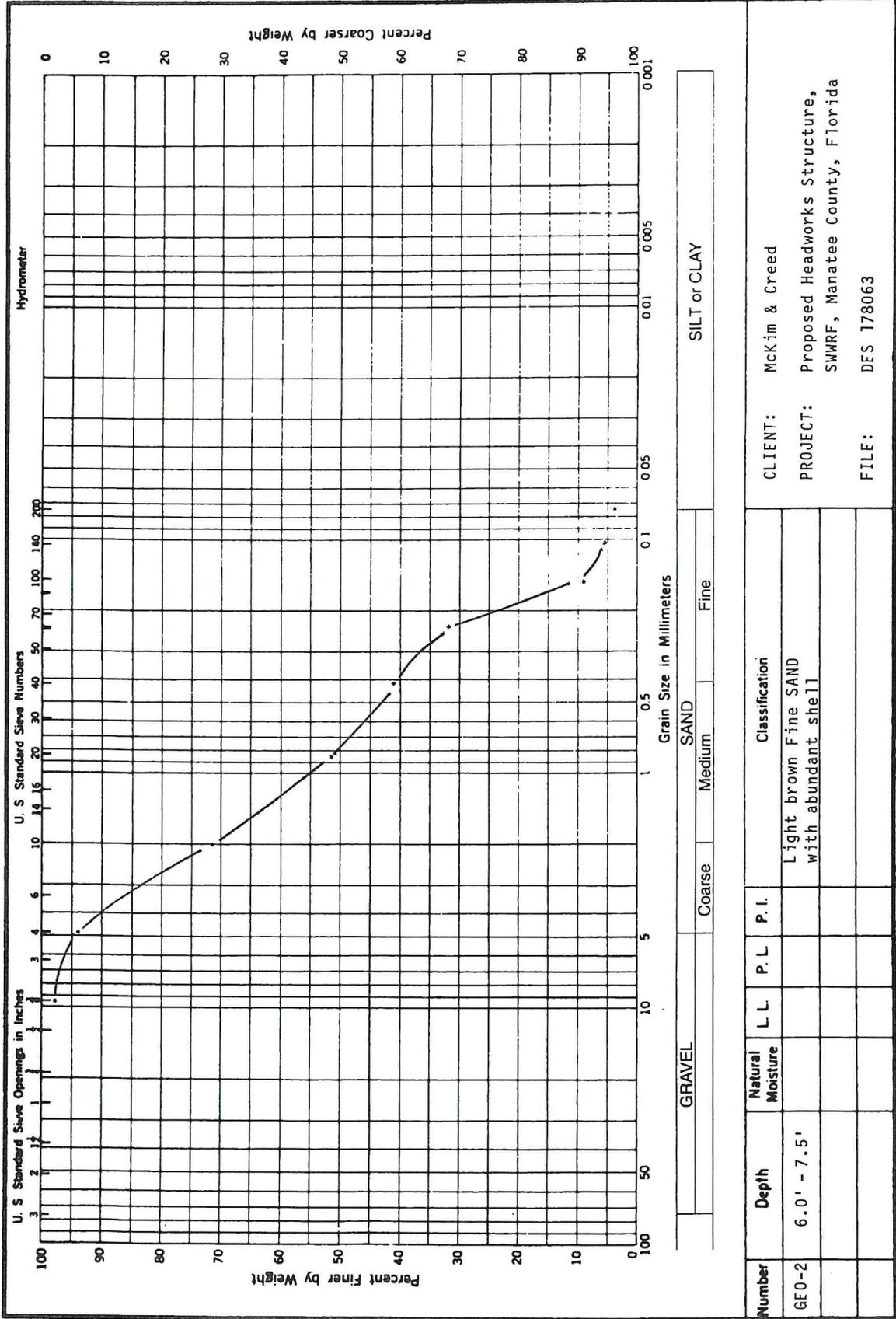
DRIGGERS ENGINEERING SERVICES, INC.



Number	Depth	Natural Moisture	L.L.	P.L.	P.I.	Classification
GEO-2	3.9' - 4.4'					Dark brown Fine SAND with trace of shell

CLIENT: McKim & Creed  
 PROJECT: Proposed Headworks Structure, SWRF, Manatee County, Florida  
 FILE: DES 178063

**DRIGGERS ENGINEERING SERVICES, INC.**

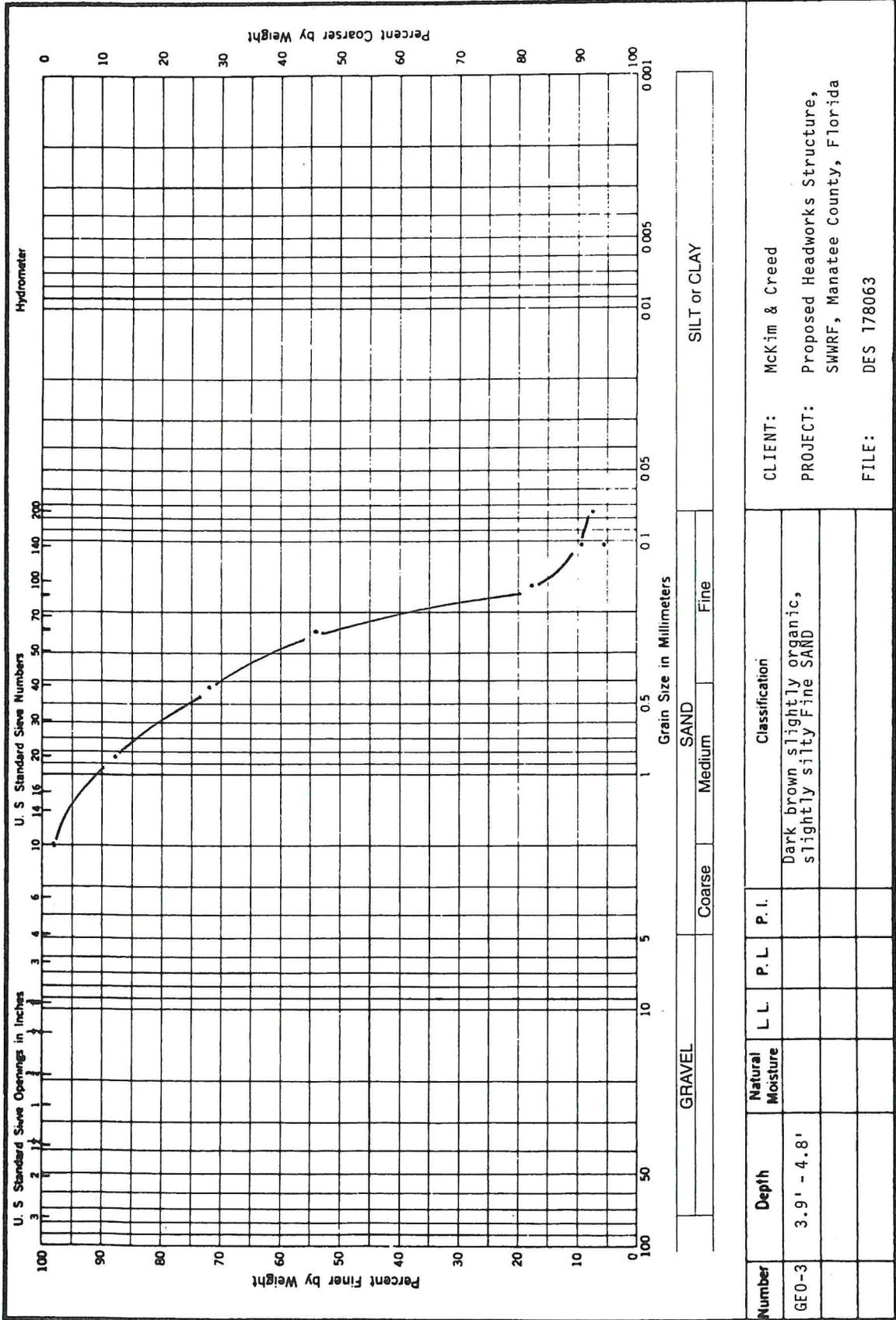


CLIENT: McKim & Creed  
 PROJECT: Proposed Headworks Structure,  
 SWRF, Manatee County, Florida  
 FILE: DES 178063

Number	Depth	Natural Moisture	L. L.	P. L.	P. I.	Classification
GEO-2	6.0' - 7.5'					Light brown Fine SAND with abundant shell

GRAVEL: Coarse Medium Fine  
 SAND: Medium Fine  
 SILT or CLAY

**DRIGGERS ENGINEERING SERVICES, INC.**

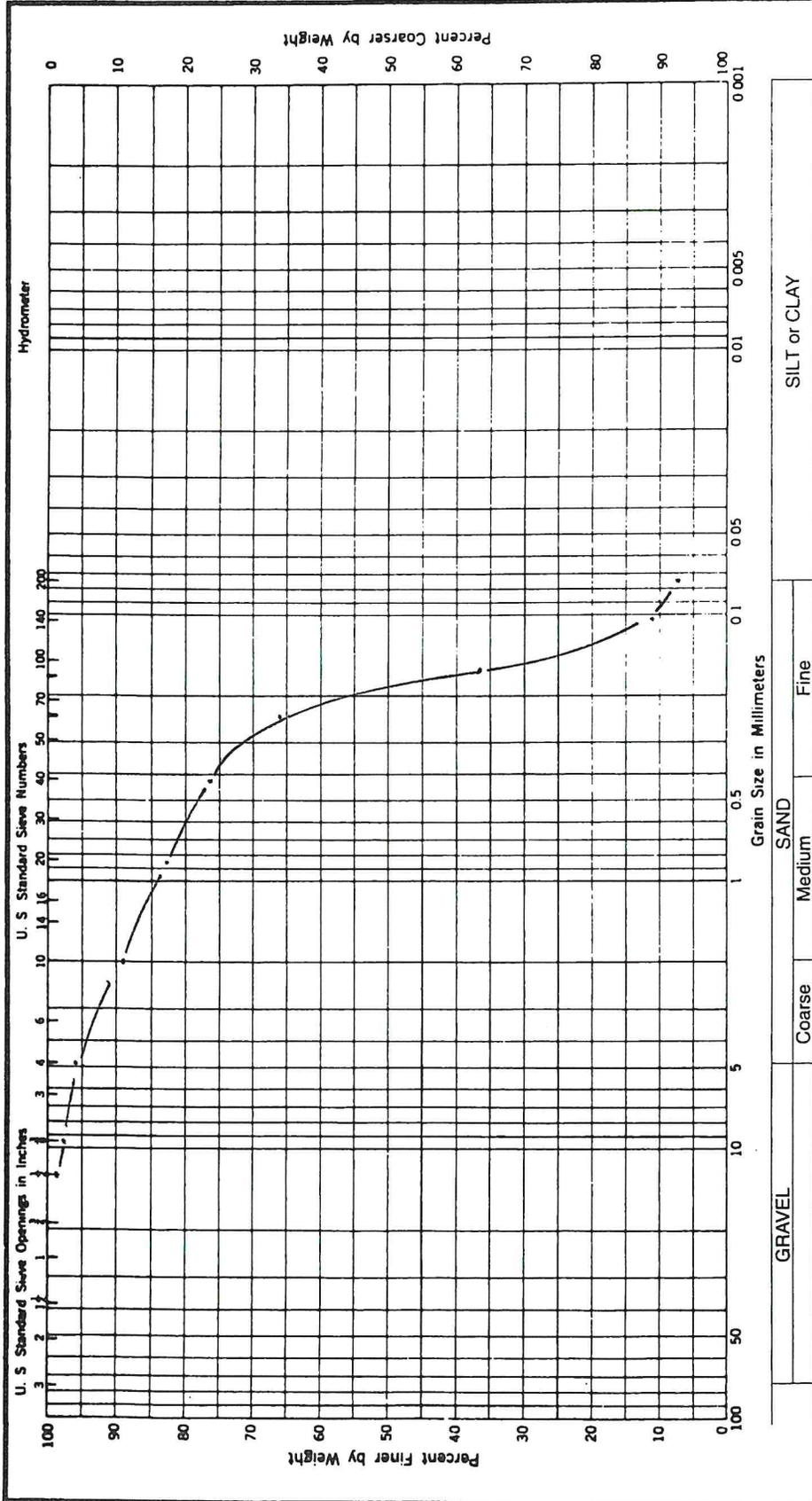


Number	Depth	Natural Moisture	L. L.	P. L.	P. I.	Classification
GEO-3	3.9' - 4.8'					Dark brown slightly organic, slightly silty Fine SAND

CLIENT: McKim & Creed  
 PROJECT: Proposed Headworks Structure, SWRF, Manatee County, Florida  
 FILE: DES 178063

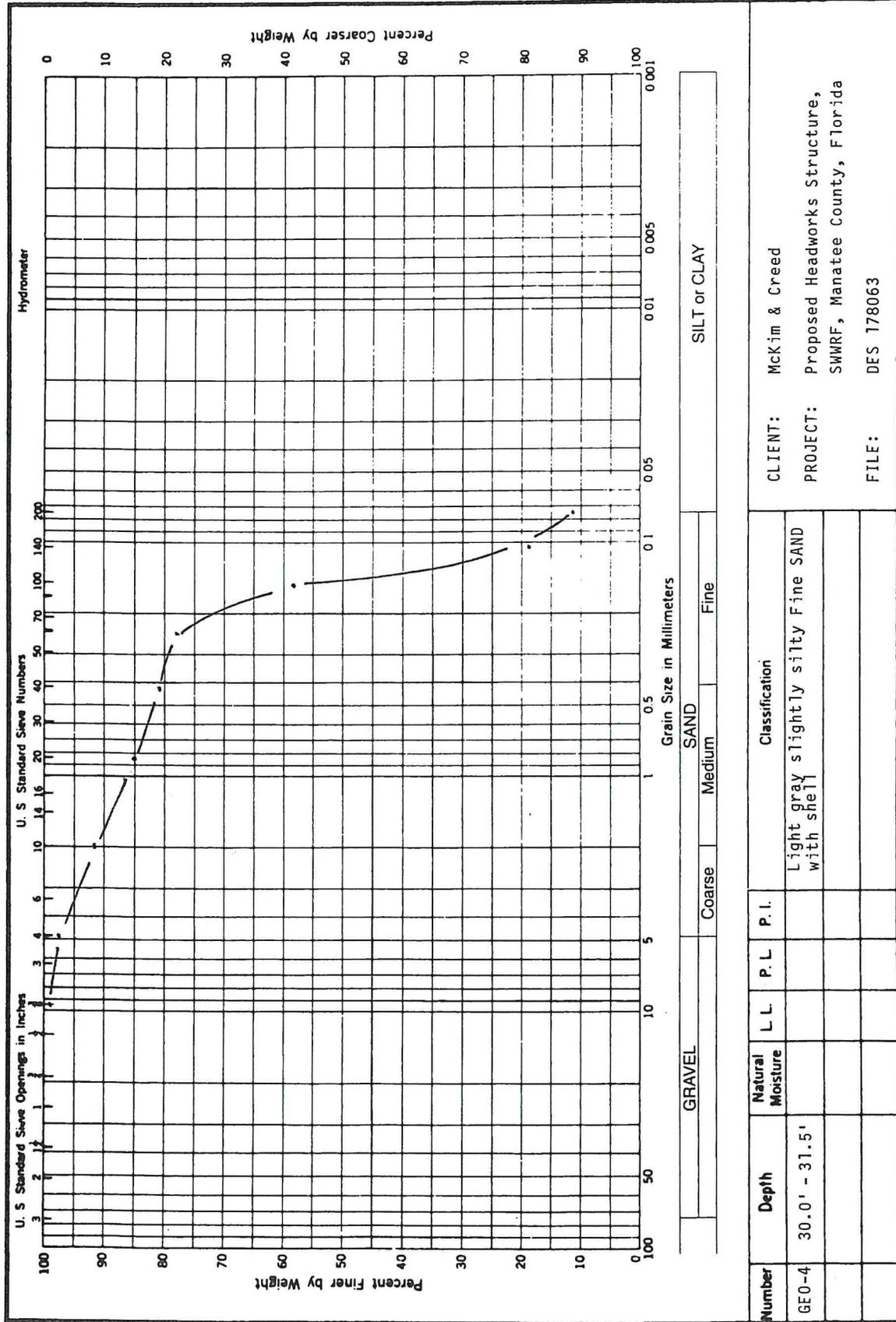


DRIGGERS ENGINEERING SERVICES, INC.

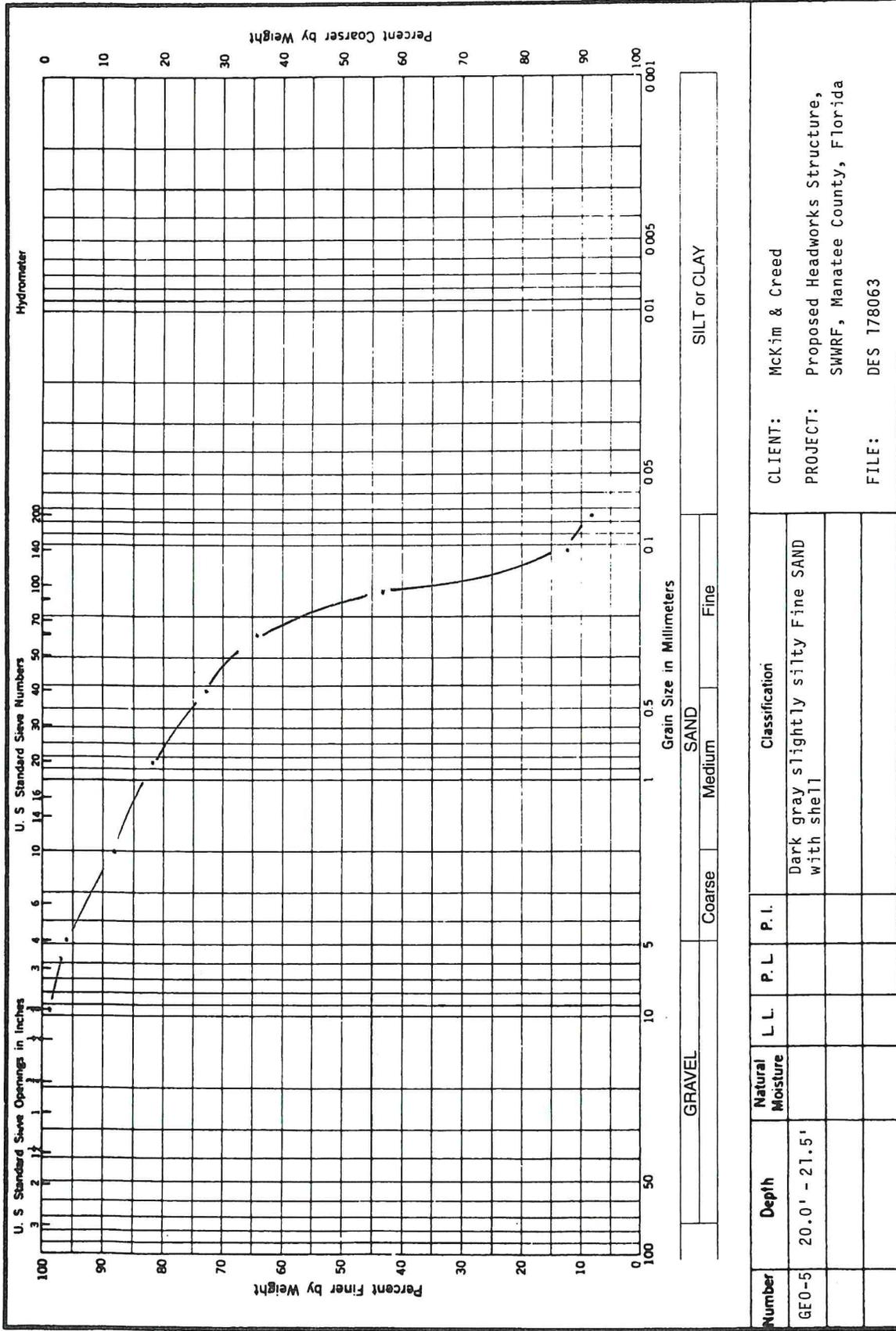


GRAVEL		SAND			SILT or CLAY		
Number	Depth	Natural Moisture	L.L.	P.L.	P.I.	Classification	CLIENT:
GEO-4	20.0' - 21.5'					Gray slightly silty Fine SAND with shell	McKim & Creed
							PROJECT: Proposed Headworks Structure, SWRF, Manatee County, Florida
							FILE: DES 178063

DRIGGERS ENGINEERING SERVICES, INC.



DRIGGERS ENGINEERING SERVICES, INC.



Number	Depth	Natural Moisture	L.L.	P.L.	P.I.	Classification
GEO-5	20.0' - 21.5'					Dark gray slightly silty Fine SAND with shell

CLIENT: McKim & Creed  
 PROJECT: Proposed Headworks Structure, SWRF, Manatee County, Florida  
 FILE: DES 178063

## **METHOD OF TESTING**

# **STANDARD PENETRATION TEST WITH AUTOMATIC HAMMER AND SOIL CLASSIFICATION**

## **STANDARD PENETRATION TEST (ASTM D-1586)**

In the Standard Penetration Test borings, a rotary drilling rig is used to advance the borehole to the desired test depth. A viscous drilling fluid is circulated through the drill rods and bit to stabilize the borehole and to assist in removal of soil and rock cuttings up and out of the borehole.

Upon reaching the desired test depth, the 2 inch O.D. split-barrel sampler or "split-spoon", as it is sometimes called, is attached to an N-size drill rod and lowered to the bottom of the borehole. A 140 pound automatic hammer, attached to the drill string at the ground surface, is then used to drive the sampler into the formation. The hammer is successively raised and dropped for a distance of 30 inches using an automated lifting mechanism. The number of blows is recorded for each 6 inch interval of penetration or until virtual refusal is achieved. In the above manner, the samples are ideally advanced a total of 18 inches. The sum of the blows required to effect the final 12 inches of penetration is called the blowcount, penetration resistance, or "N" value of the particular material at the sample depth.

After penetration, the rods and sampler are retracted to the ground surface where the core sample is removed, sealed in a glass jar and transported to the laboratory for verification of field classification and storage.

## **SOIL SYMBOLS AND CLASSIFICATION**

Soil and rock samples secured in the field sampling operation were visually classified as to texture, color and consistency. The Unified Soil Classification was assigned to each soil stratum per ASTM D-2487. Soil classifications are presented descriptively and symbolically for ease of interpretation. The stratum identification lines represent the approximate boundary between soil types. In many cases, this transition may be gradual.

Consistency of the soil as to relative density or undrained shear strength, unless otherwise noted, is based upon Standard Penetration resistance values of "N" values and industry-accepted standards. "N" values, or blowcounts, are presented in both tabular and graphical form on each respective boring log at each sample interval. The graphical plot of blowcount versus depth is for illustration purposes only and does not warrant continuity in soil consistency or linear variation between sample intervals.

The borings represent subsurface conditions at respective boring locations and sample intervals only. Variations in subsurface conditions may occur between boring locations. Groundwater depths shown represent water depths at the dates and time shown only. The absence of water table information does not necessarily imply that groundwater was not encountered.





**REPORT OF THE PRELIMINARY  
GEOTECHNICAL INVESTIGATION**

**EQ SYSTEM REHABILITATION  
SWWRF – 53<sup>RD</sup> AVENUE W  
MANATEE COUNTY, FLORIDA**

January 31, 2020

McKim & Creed, Inc.  
3903 Northdale Blvd., Suite 115E  
Tampa, Florida 33624

Attention: Mr. David Wehner, P.E.

**RE: Report of the Preliminary Geotechnical Investigation  
Equalization System Rehabilitation  
SWWRF – 53<sup>rd</sup> Avenue W  
Manatee County, Florida  
Our File: DES 198482**

Dear Mr. Wehner:

Pursuant to your authorization, **DRIGGERS ENGINEERING SERVICES, INC.** has completed a preliminary geotechnical investigation for the proposed improvements at the subject treatment plant. Results of our field and laboratory studies are included in this report together with our preliminary geotechnical design and construction recommendations.

### INTRODUCTION

Improvements to the facility will include replacement of the existing equalization tank with two (2) new 160 ft. diameter equalization tanks. An equalization return pump station and an odor control equipment building are also planned. Included herein are the results of preliminary field and laboratory studies completed together with geotechnical recommendations for your consideration. The recommendations herein are considered preliminary since much of the proposed construction area is occupied by existing structures and was generally not accessible to soil boring drilling equipment.

### INVESTIGATION PROGRAM

**SOIL BORINGS** - Plate I of the report attachments identifies the respective positioning of two (2) Standard Penetration Test (SPT) borings (B-1 and B-2) that were requested and staked in the field by the project surveyor. The borings were conducted to a depth of 100 feet below present grade.

The SPT borings were performed in general accordance with ASTM D-1586. Logs of the test borings are presented in the report attachments reflecting visual together with estimated Unified Soil Classification. Also included on each log are tabulated and graphically plotted Standard Penetration resistance values corresponding to each sample interval. A brief description of the Standard Penetration method of sampling used in our study is included in the report attachments. All the borings were grouted in accordance with the Southwest Florida Water Management District (SWFWMD) requirements. The upper 6 feet at each boring was excavated using hand auger equipment to further check for the presence of underground utilities. Hand cone soundings were performed within the upper hand augered portion to provide relative strength characteristics.

**LABORATORY TESTING** - A limited program of laboratory classification testing was performed on representative soil samples to aid in the engineering characterization of the soils. Our laboratory tests included three (3) grainsize analyses and one (1) organic content test. The results of these classification tests are appended. Also, attached are the graphical representations of the individual grainsize analyses.

### **GENERALIZED SURFACE CONDITIONS**

**SOIL CONDITIONS** - The borings identified variable conditions within the upper 5 to 6 feet consisting of interbedded layers of brown and gray sands with trace organic fines content containing some shell and cemented fragments as well as occasional seams of clayey sands. Where organic soils were noted, laboratory testing indicates organic contents of about 2%, by weight, which is not considered excessive. The heterogeneity of the soils is likely due to various excavations and backfilling operations that have occurred historically within the treatment plant site. Below 5 to 6 feet, the borings sampled brown and gray sands with variable shell content to depths of about 12 to 18 feet below grade. The majority of the soils within these upper strata were represented by the SP Unified Soil Classification System (USCS) designation. These upper strata were underlain by interbedded zones of shelly sands with variable silt fines content representing the SP to SM USCS designation. Below about 38 feet, the sandy soils were underlain by green, gray and brown, variably cemented dolomitic silts and clays interbedded with green clays to the completion depth of the borings.

Hand Cone and Standard Penetration resistance data typically revealed a medium dense to dense relative density within the upper 18 feet. Standard Penetration resistance information below that revealed primarily a very loose to loose relative density to a depth of about 33 feet where medium dense sandy soils were again noted at B-1. The dolomitic silts and clays at depth varied from very stiff to hard in consistency.

**GROUNDWATER CONDITONS** - Groundwater was recorded at a depth of about 2.3 to 3.9 feet below grade at the time of our investigation. You will note that these observations were obtained during a period of moderate rainfall at the beginning of the dry season.

Groundwater should be expected to rise following periods of more pronounced rainfall during the summer wet season months. Based on our review of the soils maps published by the USDA Natural Resources Conservation Service (NRCS), the soils in the general project area are represented by the EauGallie soil series. EauGallie soils are characterized by seasonal high groundwater levels between 6 and 18 inches below grade. Accordingly, it should be expected that groundwater could occur within the upper 12 inches of the ground surface during periods of heavy rainfall associated with the wet season.

### **GEOTECHNICAL EVALUATION AND RECOMMENDATIONS**

**PROPOSED CONSTRUCTION AND LOADING CONDITIONS** - The planned construction will include two (2) new equalization tanks, an associated equalization return pump station and an odor control equipment building.

The cylindrical equalization tanks each measure about 160 feet in diameter and have a minimum clear spacing between them of about 18 feet. Based on information provided by Mr. Emmett Anderson, P.E., the liquid weight will result in a bearing pressure of 1,200 psf over the entire tank area. We have assumed the bottom of the tank will be close to that of existing grade at the boring locations. A ring wall supporting the tank structure itself will induce a localized bearing pressure of 2,000 psf on the soils.

The equalization return pump station will be supported by a mat foundation measuring about 27 ft. by 24 ft. According to Mr. Anderson, the structure, equipment and contents will exert a bearing pressure of 2,200 psf at the bottom of the mat. However, the bottom of the pump station is about 5 feet below grade thus reducing the net "new" pressure on the soils below the mat.

The odor control and equipment building will also be supported by a mat foundation. Bearing pressures are not expected to exceed 1,000 psf. We have assumed the bottom of the mat will be close to existing grade.

**FOUNDATION CONDITIONS** - The borings conducted have revealed the presence of medium dense to dense sands within the upper 18 feet. The soils below this depth to depths of about 35 feet are considered moderately compressible and would be expected to produce the majority of the settlement associated with the structures depicted herein. The existing tank structure within the area of the new proposed tanks, pump station and odor control equipment measures about 240 feet in diameter and the bottom of the structure appears to be close to existing grade based on record drawings. The existing tank measures about 12 feet high and according to Mr. Anderson, the contents of the tank may induce a soil bearing pressure on the order of 800 psf. Accordingly, the soils beneath the existing tank will be pre-stressed and consequently pre-compressed to this level. New structures occurring within these pre-compressed areas will undergo less settlement than otherwise predicted.

Also due to the sandy nature of these soils, the majority of the settlement should occur quickly following the imposition of load. The deeper stiff to very stiff dolomitic clays and silts are not expected to produce significant settlement. The following sections present preliminary foundation recommendations for the proposed structures.

**Equalization Tanks** - It is anticipated that tank settlement will primarily occur as a result of compression of very loose to loose sands below a depth of about 18 feet. However, as noted previously, the current tank structure occurs over the majority of where the new tanks will rest. Accordingly, the actual settlement beneath the majority of the proposed tanks would be expected to be reduced. Therefore, assuming a flexible mat, we would anticipate that the settlement at the center of each of the tanks would be about 1.0 to 1.5 inches based on the soil conditions identified in the preliminary borings conducted to date. We would expect about half that magnitude of settlement at the perimeter, in general. However, some minor increase in settlement is expected in the vicinity of where the two tanks come within close proximity to one another. Also, some increase settlement would be expected within the areas where the new tanks extend out beyond the limits of the current tank but we would not expect settlement would exceed about 1.5 inches in those areas. Additional testing will certainly be warranted upon demolition of the existing structures.

In order to provide documentation with regards to settlement as a function of load, settlement points should be established on both the new tank structures. Detailed settlement monitoring is an important measure in order to check that actual total and differential settlements are within the expected range. It is important that the elevations be referenced to at least two (2) fixed benchmarks well outside of the influence of the structure. Settlement observations will be recorded to the nearest 0.002 feet.

**Equalization Return Pump Station** - The pump station will be supported by a mat foundation. As discussed above, since this pump station will be embedded 5 feet, the total applied soil bearing pressure will be partially compensated for by the removal of that depth of soil. Also, the area of the planned pump station has also been prestressed from the existing tank which will result in a reduction in the anticipated settlement of the pump station. Based on the two (2) preliminary SPT borings conducted in the general improvement area, we would expect settlement on the order of 0.5 to 0.75 inch. Differential settlement will be controlled by the stiffness of the mat.

**Odor Control and Equipment Building** - This equipment building will also be supported on a mat foundation. A soil bearing pressure imposed on the mat is expected to be 1,000 psf. This structure too is within the area of the existing tank structure. Based on the soil conditions identified in the preliminary borings, we would expect total settlement on the order of 0.5 inch, or less. Differential settlement will be controlled by the stiffness of the mat.

**PRELIMINARY SUBGRADE PREPARATION RECOMMENDATIONS** - Final recommendations relative to subgrade preparation will necessitate a comprehensive program of borings within the planned structures. However, at this preliminary stage, it should be assumed that subgrade preparation would include vibratory compaction at the mat subgrade elevation so as to achieve a density of at least 95% of the Modified Proctor maximum dry density in accordance with ASTM D1557 or to project specifications, whichever is more stringent. All fill and backfill soils should also be compacted to the above requirements in 12-inch lifts. Soils representing the SP to SP-SM Unified Soil Classification System (USCS) designation would be considered suitable fill or backfill. Heavy vibratory equipment should be avoided when operated close to adjacent structures to prevent excessive vibrations that could induce settlement.

**SOIL STRENGTH PARAMETERS** - There will likely be various below grade construction as well as potential temporary earth retention systems to aid construction. Accordingly, the following geotechnical parameters are considered preliminary for use in the analyses of the various structures.

Soil Consistency	Total Unit Weight (pcf)	Buoyant Unit Weight (pcf)	Angle of Internal Friction, $\phi$	Undrained Shear Strength (psf)	Active Earth Pressure Coefficient (Ka)	At-Rest Earth Pressure Coefficient (Ko)	Passive Earth Pressure Coefficient (Kp)
<u>Very loose</u> fine sands and slightly silty sands	115	55	28	--	0.36	0.53	2.7
<u>Loose</u> fine sands and slightly silty sands	120	60	30	--	0.33	0.5	3.0
<u>Medium dense</u> fine sands and slightly silty sands	120	60	32	--	0.30	0.47	3.33

Note: Properly compacted sands and non-plastic slightly silty sands would likely possess a medium dense relative density for use in analyses.

Naturally, an appropriate factor of safety should be utilized in the design of earth retaining structures and one must consider potential surcharge loads both during and after construction. The coefficient of sliding friction ( $\tan \delta$ ) for concrete on compacted sands or gravel equal to 0.45 should be utilized in design.

**GEOTECHNICAL CONSTRUCTION CONSIDERATIONS** - We would expect that most, if not all of the below grade construction will take place in an open sloped excavation. Where open-excavations are contemplated, the contractor should comply with all the applicable City and County standards for construction. However, based on the soil types encountered, we would recommend construction side slopes no steeper than 1.5 horizontal to 1 vertical provided that effective dewatering is developed and maintained during the excavation and backfilling operations. Naturally, the contractor must also comply with applicable OSHA trench safety requirements.

We would also anticipate that portions of the below grade construction, where deeper excavations are planned or where adjacent utilities may be present, may incorporate trench box methodologies or sheeting. Careful consideration must be given to earth pressures, including hydrostatic pressures as well as horizontal stresses from surface loading. Where implemented, techniques should be utilized so as to minimize any vibrations and disturbance of previously placed piping or existing utilities during installation and advancement of the trench box. Also, where existing utilities or structures may occur within close proximity to construction, the contractor must exercise due care so as to avoid any deformation or damage to existing facilities. Clearly, techniques that would involve significant vibration such as vibratory sheeting installation and extraction or heavy vibratory compaction equipment should be avoided, where possible. Compaction of backfill in such areas should be performed utilizing relatively light hand-guided vibratory compaction equipment in thin lifts not in excess of 6 inches so as to achieve uniform compaction consistent with the equipment selected for compaction. We would certainly recommend that elevations be established on existing utilities or structures and that elevations be carefully monitored during all excavation and construction activities to detect any movements that might signal a need for a modification in the ways and means of construction. It would also be prudent to monitor vibrations within critical areas.

Appropriate dewatering is a critical aspect of below grade construction to allow proper preparation of the subgrade and appropriate backfilling and compaction of surrounding soils. Improper implementation of dewatering can result in de-stabilization of the subgrade soils which can cause enhanced total and differential settlement. It is recommended that the dewatering system consist of a properly designed wellpoint system. Due to the stratified nature of the soils and the required depth of dewatering, we would strongly recommend that the contractor retain the services of a qualified dewatering consultant to appropriately design and monitor performance of the dewatering system. As a minimum, the wellpoints should be fully slotted and encased in properly designed filter media for more effective dewatering. The dewatering system should be installed so as to maintain groundwater levels to no less than 1.5 feet below the planned bottom of the excavation.

### **LIMITATIONS AND NEED FOR FURTHER TESTING**

Our preliminary geotechnical investigation herein was conducted for the purpose of investigating generalized subsurface conditions within areas currently accessible to our soil boring equipment. A more comprehensive program of soil borings and testing will be warranted once the existing structures are removed from the investigation area to allow access to the proposed structure areas in order to finalize the design recommendations. Dilatometer Test (DMT)

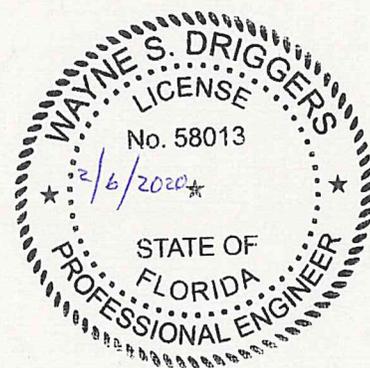
soundings could also be utilized to refine settlements predictions where critical. The recommendations herein are, therefore, considered preliminary. Also, our preliminary investigation may not have included development of all information that may be needed by the prospective contractor in the development of their construction procedures. The contractor is certainly encouraged to conduct such additional investigations as they may deem necessary to develop his bid proposal.

**DRIGGERS ENGINEERING SERVICES, INC.** appreciates the opportunity to be of service to you on this project. We trust if you have any questions concerning our report, you will not hesitate to contact this office at your convenience.

Respectfully submitted,

**DRIGGERS ENGINEERING SERVICES, INC.**

Wayne S. Driggers, P.E.  
Senior Vice President  
FL Registration No. 58013



F. Jaime Driggers, P.E.  
President

FL Registration No. 16989

WSD-REP\198482

Copies submitted: (1)

**APPENDIX**

**PLATE I - BORING LOCATION PLAN**

**STANDARD PENETRATION TEST BORING (SPT) LOGS**

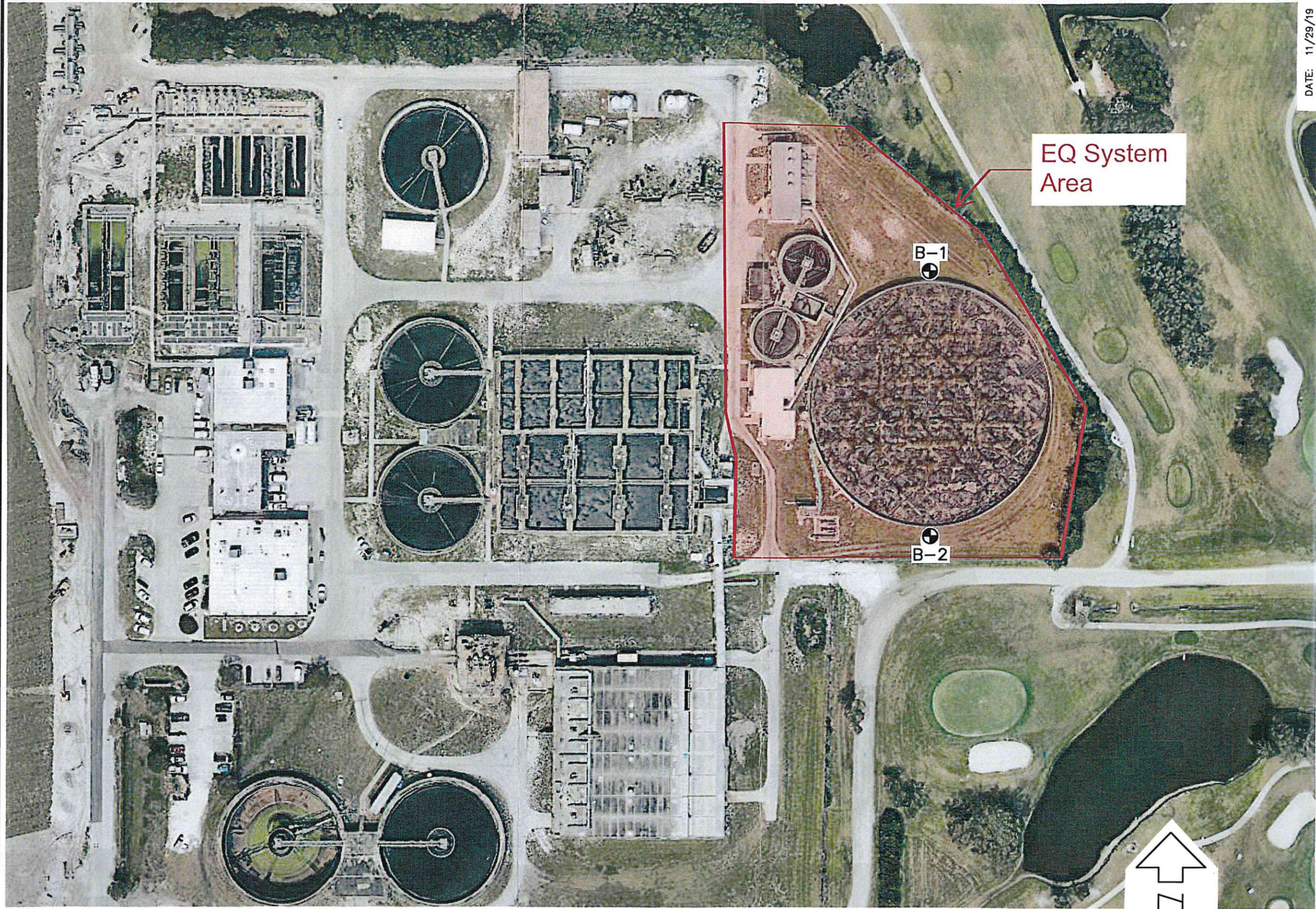
**HAND AUGER BORING / HAND CONE SOUNDING LOGS**

**SUMMARY OF LABORATORY TEST RESULTS**

**GRAINSIZE ANALYSES**

**METHOD OF TESTING**

**PLATE I - BORING LOCATION PLAN**



DATE: 11/29/19

**LEGEND:**

- ⊕ STANDARD PENETRATION TEST BORING/  
HAND CONE SOUNDING LOCATION



CAD / ENGINEER	SHEET TITLE	PROJECT NO.
R.D.B. / W.S.D.	<b>BORING LOCATION PLAN</b>	DES 198482
PREPARED BY	PROJECT NAME	SHEET NO.
 DRIGGERS ENGINEERING SERVICES, INCORPORATED	<b>EQ SYSTEM REHABILITATION SWRF - 53rd AVENUE WEST MANATEE COUNTY, FLORIDA</b>	PLATE 1

**STANDARD PENETRATION TEST BORING LOGS**



**DRIGGERS ENGINEERING SERVICES INCORPORATED**

Project No. DES 198482 **BORING NO. B-1**  
 Project EQ System Rehabilitation, SWWRF - 53rd Avenue West, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.O. \_\_\_\_\_  
 Completion Depth 101.5' Date 11/26/19 Depth To Water 2.3' Time \_\_\_\_\_ Date 11/26/19

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)				
					10	20	40	60	80
0			SURF. EL: Dark brown organic, silty Fine SAND with trace of roots (SM/Pt) (A-8)						
			Brown Fine SAND with shell (SP) (A-3)						
			Dark grayish-brown Fine SAND (SP) (A-3)						
			Dark brown Fine SAND with finely divided organic material (SP) (A-3)						
5			Light gray Fine SAND (SP) (A-3)						
			Dark brown slightly silty Fine SAND (SP-SM) (A-3)	9/10/12					
			Dark brown silty, slightly clayey Fine SAND with trace of roots (SM) (A-2-4)	8/11/11					
10			Light brown Fine SAND with shell (SP) (A-3)						
			Medium dense light brownish-gray Fine SAND with shell (SP) (A-3)	12/13/14					
			Medium dense light brownish-gray Fine SAND with trace of shell (SP) (A-3)	7/6/7					
			Medium dense light brownish-gray Fine SAND with shell (SP) (A-3)						
15			Medium dense grayish-brown silty Fine SAND with trace of shell (SM) (A-2-4)	8/9/10					
			Medium dense grayish-brown silty Fine SAND with shell (SM) (A-2-4)						
20			Very loose grayish-green silty, slightly clayey Fine SAND with trace of shell (SM) (A-2-4)	3/2/2					
			Loose grayish-green silty Fine SAND with shell (SM) (A-2-4)						
25				3/5/4					
			Very loose light grayish-brown silty Fine SAND with trace of shell (SM) (A-2-4)						
30				1/1/1					
			Soft light grayish-brown variably cemented, (1)						

Remarks (1) dolomitic SILT (ML) (A-4)  
 Borehole Grouted \_\_\_\_\_ Casing Length 40.0'

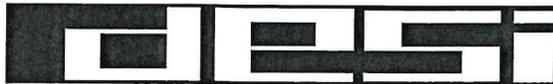


# DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 198482 **BORING NO. B-1**  
 Project EQ System Rehabilitation, SWWRF - 53rd Avenue West, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.O. \_\_\_\_\_  
 Completion \_\_\_\_\_  
 Depth 101.5' Date 11/26/19 Depth To Water 2.3' Time \_\_\_\_\_ Date 11/26/19

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
SURF. EL:										
35			Soft light grayish-brown variably cemented, dolomitic SILT (ML) (A-4)	4/2/2						
40			Medium dense dark gray Fine SAND with shell (SP) (A-3)	7/10/8						
45			Medium dense gray silty Fine SAND with shell (SM) (A-2-4)	5/6/7						
50			Very stiff green CLAY (CH) (A-7-6)	6/7/10						
55				7/7/8						
60			Stiff to very stiff greenish-gray dolomitic, silty CLAY (CH) (A-7-6)	5/6/7						
65				7/7/8						

Remarks Borehole Grouted Casing Length 40.0'



# DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 198482 **BORING NO. B-1**  
 Project EQ System Rehabilitation, SWWRF - 53rd Avenue West, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.O. \_\_\_\_\_  
 Completion Depth 101.5' Date 11/26/19 Depth To Water 2.3' Time \_\_\_\_\_ Date 11/26/19

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
SURF. EL:										
70			Very stiff greenish-gray weakly cemented, dolomitic, silty CLAY with shell (CH) (A-7-6)	8/11/10						
75			Very stiff light grayish-brown dolomitic, silty CLAY (CH) (A-7-6)	6/7/11						
80				7/8/9						
85			- trace of shell at depth 85.0' Stiff to very stiff greenish-gray CLAY (CH) (A-7-6)	6/5/7						
90				4/5/8						
95				5/7/9						
100				6/6/10						

Remarks Borehole Grouted Casing Length 40.0'



**DRIGGERS ENGINEERING SERVICES INCORPORATED**

Project No. DES 198482 **BORING NO. B-2**  
 Project EQ System Rehabilitation, SWWRF - 53rd Avenue West, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.O. \_\_\_\_\_  
 Completion Depth 101.5' Date 11/27/19 Depth To Water 3.9' Time \_\_\_\_\_ Date 11/27/19

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
SURF. EL:										
0			Dark brown organic Fine SAND with trace of roots (SP-SM/Pt) (A-8)							
			Dark grayish-brown Fine SAND (SP) (A-3)							
			Light brown Fine SAND with shell (SP) (A-3)							
			Dark brown Fine SAND with shell and cemented fragments (SP) (A-3)							
5			Grayish-brown slightly clayey Fine SAND with shell (SP-SC) (A-3)							
			Gray slightly silty Fine SAND with shell (SP) (A-3)	10/15/17						
			Dense light brown Fine SAND with shell (SP) (A-3)	12/13/16						
10			Medium dense to very dense light grayish-brown Fine SAND with trace of shell (SP) (A-3)	18/21/30						
			Medium dense light grayish-brown Fine SAND with shell and cemented fragments (SP) (A-3)	8/8/6						
15			Medium dense to very loose gray to brownish-gray slightly silty Fine SAND with shell (SP-SM) (A-3)	10/11/9						
20				3/2/1						
25			Loose to very loose brownish-gray to gray silty Fine SAND with trace of shell (SM) (A-2-4)	5/4/3						
30				3/2/2						
			Very stiff to hard gray variably cemented, (1)							

Remarks (1) dolomitic SILT (ML) (A-4)  
 Borehole Grouted \_\_\_\_\_ Casing Length 40.0'

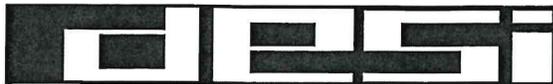


# DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 198482 **BORING NO. B-2**  
 Project EQ System Rehabilitation, SWWRF - 53rd Avenue West, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.O. \_\_\_\_\_  
 Completion \_\_\_\_\_  
 Depth 101.5' Date 11/27/19 Depth To 3.9' Time \_\_\_\_\_ Date 11/27/19

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
SURF. EL:										
35			Very stiff to hard gray variably cemented, dolomitic SILT (ML) (A-4)	9/8/13						
40				6/17/26						
45			Hard gray dolomitic, silty CLAY (CL) (A-7-6)							
50			Hard green CLAY (CL) (A-7-6)	5/15/44						
55			Hard gray variably cemented, dolomitic SILT (ML) (A-4) - 100% loss of circulation at depth 55.0'							
60			Very stiff dark greenish-gray CLAY (CH) (A-7-6)	6/14/30						
65			Very stiff dark green dolomitic, silty CLAY (CH) (A-7-6)	7/16/23						
				6/7/12						
				7/10/8						

**Remarks**Borehole Grouted**Casing Length**40.0'



# DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 198482 **BORING NO. B-2**  
 Project EQ System Rehabilitation, SWWRF - 53rd Avenue West, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.O. \_\_\_\_\_  
 Completion Depth 101.5' Date 11/27/19 Depth To Water 3.9' Time \_\_\_\_\_ Date 11/27/19

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
SURF. EL:										
70			Very stiff dark green dolomitic, silty CLAY (CH) (A-7-6)	6/7/9						
75				5/6/10						
80				9/9/13						
85			Very stiff dark greenish-gray silty CLAY (CH) (A-7-6)	10/9/12						
90				8/7/15						
95			Very stiff dark green CLAY (CH) (A-7-6)	7/8/13						
100				8/10/12						

Remarks Borehole Grouted Casing Length 40.0'

**HAND AUGER BORING / HAND CONE SOUNDING LOGS**



# DRIGGERS ENGINEERING SERVICES INCORPORATED

HAND AUGER BORING/HAND CONE SOUNDING LOG											
PROJECT: EQ System Rehabilitation SWWRF - 53rd Avenue West Manatee County, Florida Project No.: DES 198482			CLIENT: McKim & Creed, Inc.								
TECHNICIAN: C.O./K.M.			WATER TABLE: 2.3'	DATE: 11/26/19							
LOCATION: See Plate I			DATE: 11/26/19	COMPLETION DEPTH: 6.0'							
			TEST NUMBER: B-1								
ELEV. (FT)	DESCRIPTION	DEPTH (FT)	SYMBOL	HAND CONE TIP RESISTANCE (TSF)							
				0	10	20	30	40	50	60	70
	Dark brown organic, silty Fine SAND with trace of roots (SM/Pt) (A-8)	0	[Symbol]								
	Brown Fine SAND with shell (SP) (A-3)		[Symbol]								
	Dark grayish-brown Fine SAND (SP) (A-3)		[Symbol]								
	Dark brown Fine SAND with finely divided organic material (SP) (A-3)	1	[Symbol]								
	Light gray Fine SAND (SP) (A-3)		[Symbol]								
		2	[Symbol]								
			[Symbol]								
		3	[Symbol]								
			[Symbol]								
	Dark brown slightly silty Fine SAND (SP-SM) (A-3)	4	[Symbol]								
			[Symbol]								
		5	[Symbol]								
			[Symbol]								
	Dark brown silty, slightly clayey Fine SAND with trace of roots (SM) (A-2-4)		[Symbol]								
	Light brown Fine SAND with shell (SP) (A-3)	6	[Symbol]								
			[Symbol]								
		7	[Symbol]								

**LEGEND:**

•+ Denotes Penetration Resistance in excess of 50 TSF

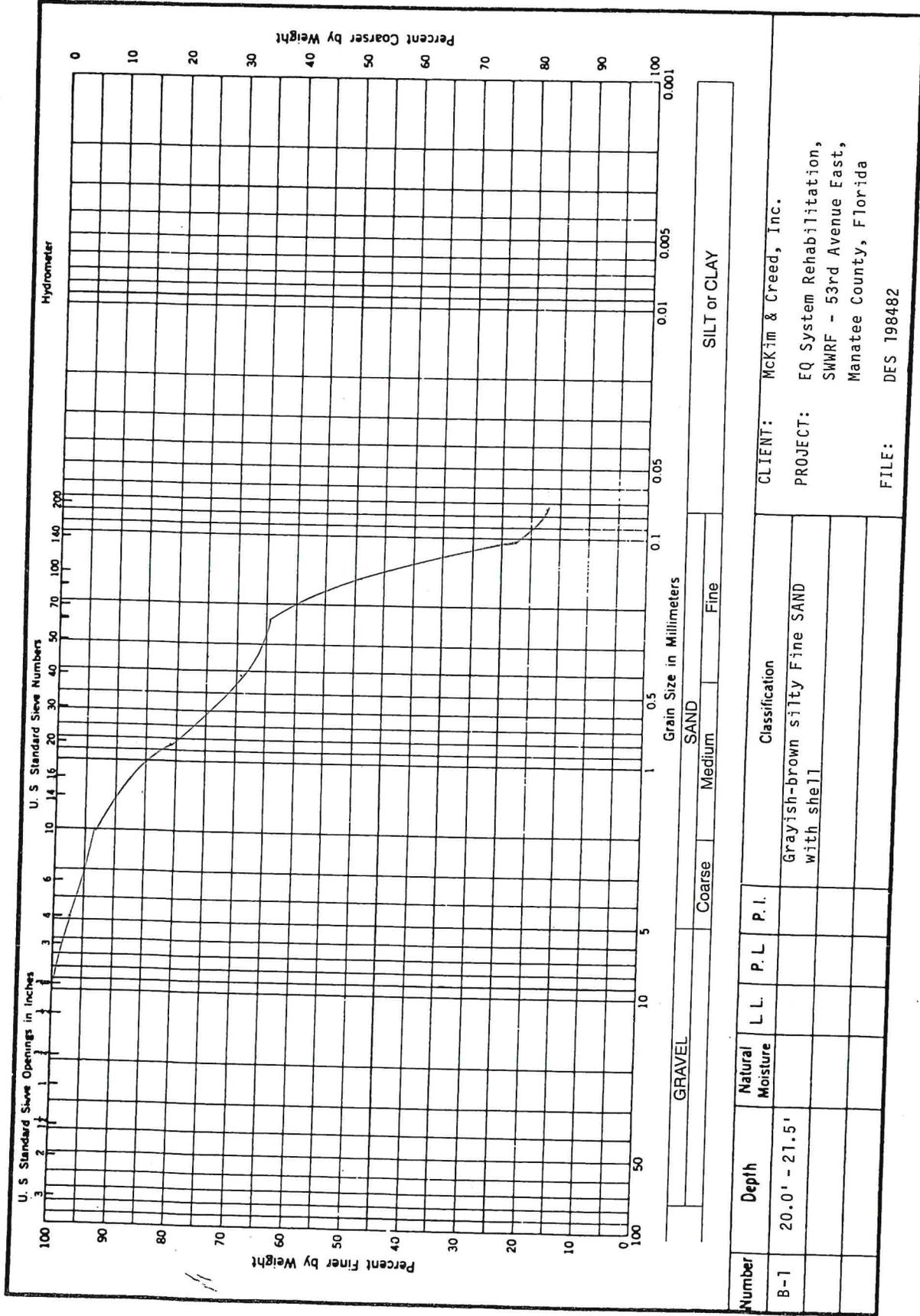


**SUMMARY OF LABORATORY TEST RESULTS**



**GRAINSIZE ANALYSES**

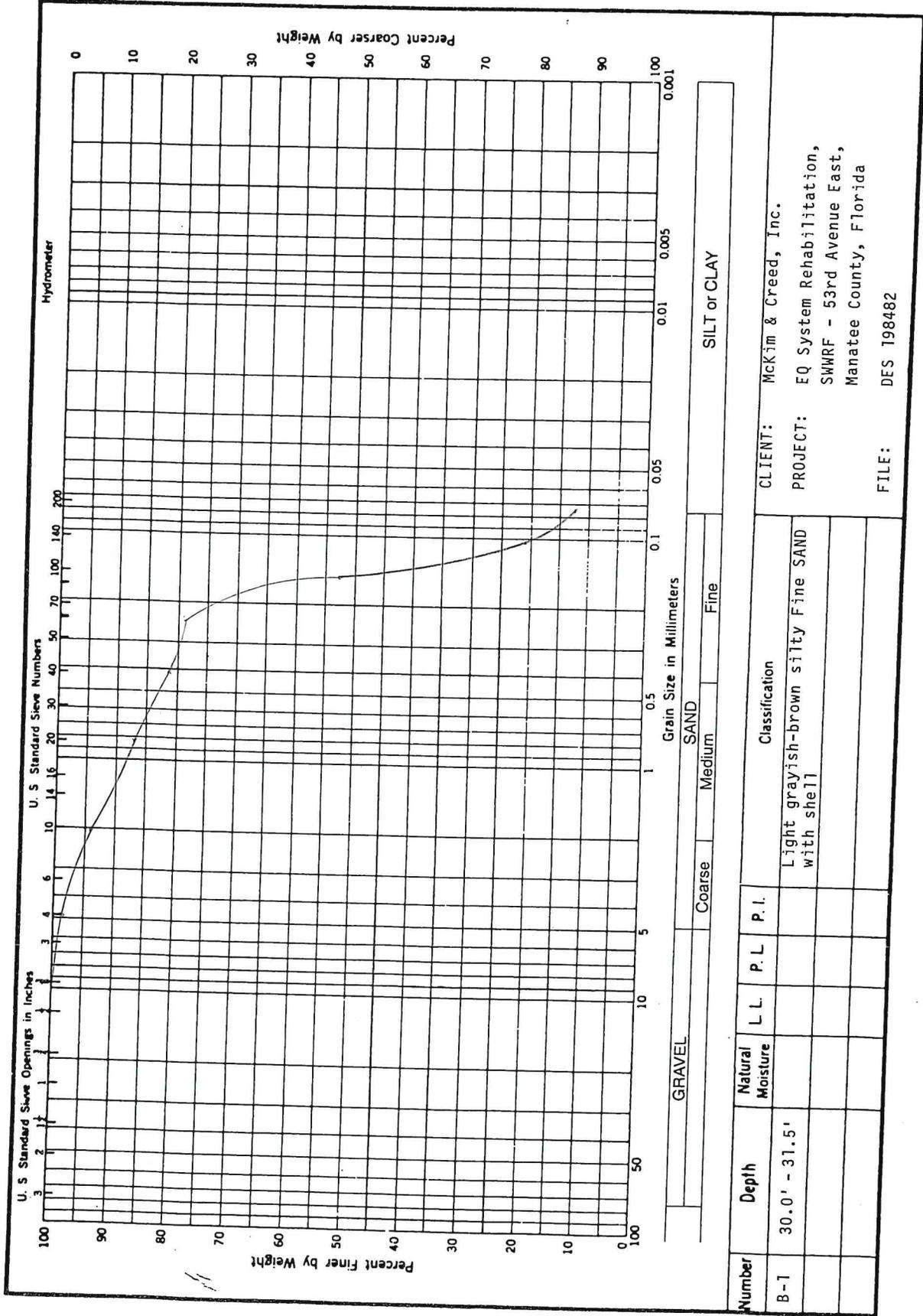
**DRIGGERS ENGINEERING SERVICES, INC.**



Number	Depth	Natural Moisture	L.L.	P.L.	P.I.	Classification
B-1	20.0' - 21.5'					Grayish-brown silty fine SAND with shell

CLIENT: McKim & Creed, Inc.  
 PROJECT: EQ System Rehabilitation, SWRF - 53rd Avenue East, Manatee County, Florida  
 FILE: DES 198482

DRIGGERS ENGINEERING SERVICES, INC.



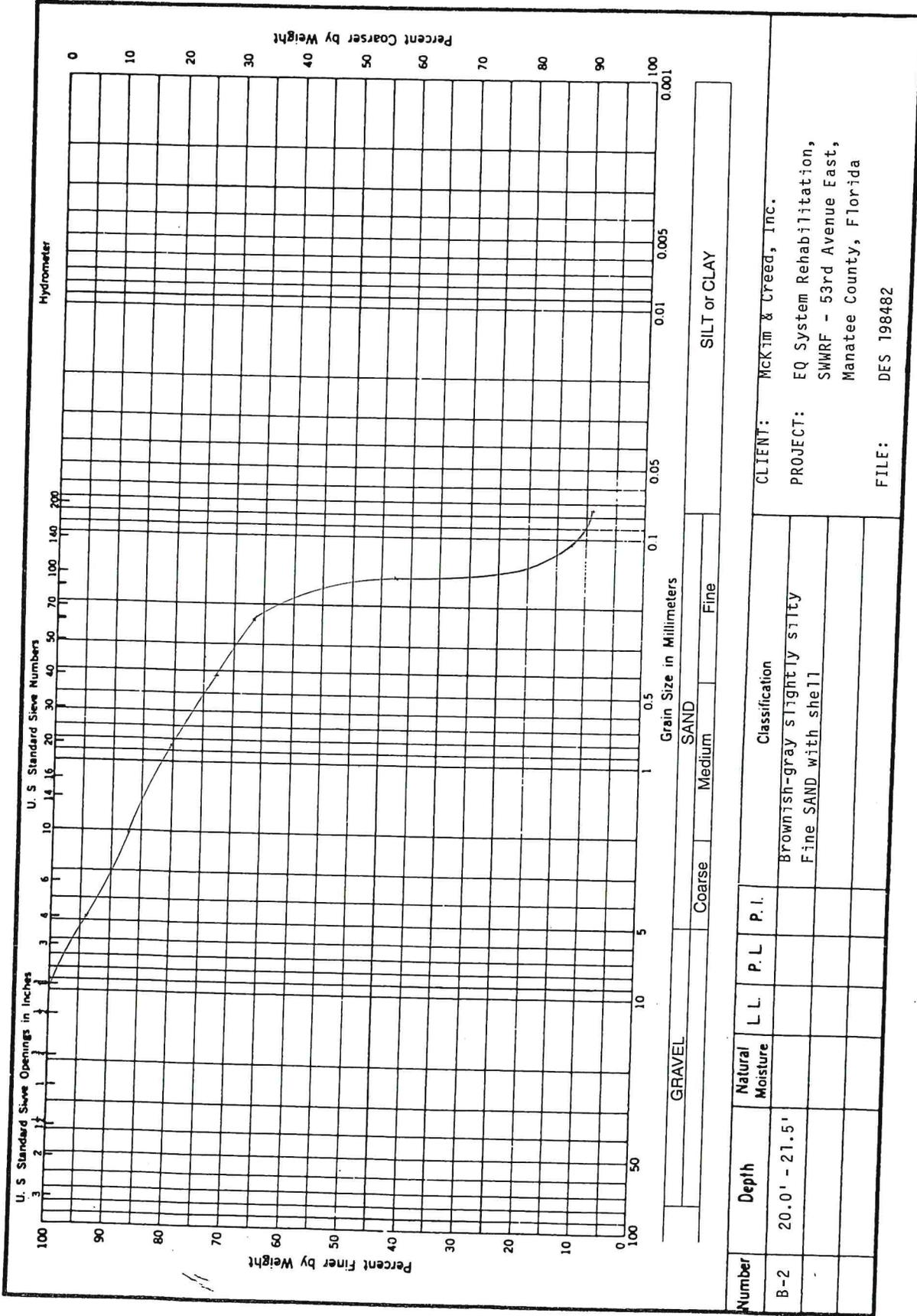
Number	Depth	Natural Moisture	L.L.	P.L.	P.I.	Classification
B-1	30.0' - 31.5'					Light grayish-brown silty fine SAND with shell

CLIENT: McKim & Creed, Inc.  
 PROJECT: EQ System Rehabilitation,  
 SWRF - 53rd Avenue East,  
 Manatee County, Florida  
 FILE: DES 198482

SILT or CLAY

GRAVEL SAND  
 Coarse Medium Fine

DRIGGERS ENGINEERING SERVICES, INC.



Number	Depth	Natural Moisture	L.L.	P.L.	P.I.	Classification
B-2	20.0' - 21.5'					Brownish-gray slightly silty Fine SAND with shell

CLIENT: MCKim & Creed, Inc.  
 PROJECT: EQ System Rehabilitation,  
 SWRF - 53rd Avenue East,  
 Manatee County, Florida  
 FILE: DES 198482

## **METHOD OF TESTING**

# **STANDARD PENETRATION TEST WITH AUTOMATIC HAMMER AND SOIL CLASSIFICATION**

## **STANDARD PENETRATION TEST (ASTM D-1586)**

In the Standard Penetration Test borings, a rotary drilling rig is used to advance the borehole to the desired test depth. A viscous drilling fluid is circulated through the drill rods and bit to stabilize the borehole and to assist in removal of soil and rock cuttings up and out of the borehole.

Upon reaching the desired test depth, the 2 inch O.D. split-barrel sampler or "split-spoon", as it is sometimes called, is attached to an N-size drill rod and lowered to the bottom of the borehole. A 140 pound automatic hammer, attached to the drill string at the ground surface, is then used to drive the sampler into the formation. The hammer is successively raised and dropped for a distance of 30 inches using an automated lifting mechanism. The number of blows is recorded for each 6 inch interval of penetration or until virtual refusal is achieved. In the above manner, the samples are ideally advanced a total of 18 inches. The sum of the blows required to effect the final 12 inches of penetration is called the blowcount, penetration resistance, or "N" value of the particular material at the sample depth.

After penetration, the rods and sampler are retracted to the ground surface where the core sample is removed, sealed in a glass jar and transported to the laboratory for verification of field classification and storage.

## **SOIL SYMBOLS AND CLASSIFICATION**

Soil and rock samples secured in the field sampling operation were visually classified as to texture, color and consistency. The Unified Soil Classification was assigned to each soil stratum per ASTM D-2487. Soil classifications are presented descriptively and symbolically for ease of interpretation. The stratum identification lines represent the approximate boundary between soil types. In many cases, this transition may be gradual.

Consistency of the soil as to relative density or undrained shear strength, unless otherwise noted, is based upon Standard Penetration resistance values of "N" values and industry-accepted standards. "N" values, or blowcounts, are presented in both tabular and graphical form on each respective boring log at each sample interval. The graphical plot of blowcount versus depth is for illustration purposes only and does not warrant continuity in soil consistency or linear variation between sample intervals.

The borings represent subsurface conditions at respective boring locations and sample intervals only. Variations in subsurface conditions may occur between boring locations. Groundwater depths shown represent water depths at the dates and time shown only. The absence of water table information does not necessarily imply that groundwater was not encountered.





**REPORT OF THE  
GEOTECHNICAL INVESTIGATION**

**BLEACH TANK ROOFOVER  
SWWRF – 53<sup>RD</sup> AVENUE W  
MANATEE COUNTY, FLORIDA**

February 24, 2020

McKim & Creed, Inc.  
3903 Northdale Blvd., Suite 115E  
Tampa, Florida 33624

Attention: Mr. David Wehner, P.E.

**RE: Report of the Geotechnical Investigation  
Bleach Tank Roofover  
SWWRF – 53<sup>rd</sup> Avenue W  
Manatee County, Florida  
Our File: DES 198480**

Dear Mr. Wehner:

Pursuant to your authorization, **DRIGGERS ENGINEERING SERVICES, INC.** has completed a geotechnical investigation for the proposed improvements at the subject treatment plant. Results of our field and laboratory studies are included in this report together with our geotechnical design and construction recommendations.

### INTRODUCTION

Improvements to the facility will include replacement of the existing sodium hypochlorite tanks with new tanks on a new mat foundation. A metal roof canopy will also be incorporated. A new pre-engineered metal building is also planned around an existing Ammonium Sulfate containment area. Included herein are the results of our field and laboratory studies completed together with geotechnical recommendations for your consideration.

### INVESTIGATION PROGRAM

**SOIL BORINGS** - Plate I of the report attachments identifies the respective positioning of two (2) Standard Penetration Test (SPT) borings (B-1 and B-2) that were requested and staked in the field by the project surveyor. The borings were conducted to a depth of 50 feet below present grade.

The SPT borings were performed in general accordance with ASTM D-1586. Logs of the test borings are presented in the report attachments reflecting visual together with estimated Unified Soil Classification. Also included on each log are tabulated and graphically plotted Standard Penetration resistance values corresponding to each sample interval. A brief description of the Standard Penetration method of sampling used in our study is included in the report attachments. All the borings were grouted in accordance with the Southwest Florida Water Management District (SWFWMD) requirements. The upper 6 feet at each boring was excavated using hand auger equipment to further check for the presence of underground utilities. Hand cone soundings were performed within the upper hand augered portion to provide relative strength characteristics.

**LABORATORY TESTING** - A limited program of laboratory classification testing was performed on representative soil samples to aid in the engineering characterization of the soils. Our laboratory tests included four (4) grainsize or sieve analyses. The results of these classification tests are appended. Also, attached are the graphical representations of the individual grainsize analyses.

### **GENERALIZED SURFACE CONDITIONS**

**SOIL CONDITIONS** - The borings identified surficial fill or backfill soils consisting of brown sands with limestone within the upper 1 foot below grade. Below the surficial materials, the borings sampled predominantly brown and gray sands with trace silt fines and variable shell content to depths of about 18 to 23 feet below grade. The majority of the soils within these upper strata were represented by the SP to SP-SM Unified Soil Classification System (USCS) or A-3 AASHTO designation. These upper strata were underlain by interbedded zones of shelly sands with variable silt fines content representing the SM USCS or A-2-4 AASHTO designations. Below about 33 to 43 feet, the sandy soils were underlain by green, gray and brown, variably cemented dolomitic silts and clays to the completion depth of the borings.

Hand Cone and Standard Penetration resistance data typically revealed a medium dense to dense relative density within the upper 18 feet. Standard Penetration resistance information below that revealed primarily a very loose to loose relative density to the surface of the dolomitic unit. The dolomitic silts and clays at depth varied typically from stiff to very stiff in consistency.

**GROUNDWATER CONDITONS** - Groundwater was recorded at depths of 3.8 and 3.9 feet below grade at the time of our investigation. You will note that these observations were obtained during a period of moderate rainfall at the beginning part of the dry season.

Groundwater should be expected to rise following periods of more pronounced rainfall during the summer wet season months. Based on our review of the soils maps published by the USDA Natural Resources Conservation Service (NRCS), the soils in the general project area are represented by the EauGallie soil series. EauGallie soils are characterized by seasonal high groundwater levels between 6 and 18 inches below grade. Accordingly, it should be expected that groundwater could occur within the upper 12 inches of the ground surface during periods of heavy rainfall associated with the wet season.

### **GEOTECHNICAL EVALUATION AND RECOMMENDATIONS**

**PROPOSED CONSTRUCTION AND LOADING CONDITIONS** - The planned improvements will include construction of a new containment vessel for three (3) sodium hypochlorite tanks supported by a mat foundation. The containment vessel will also include a pre-engineered metal roof canopy. Based on information provided by Mr. Emmett Anderson, P.E., the liquid weight will result in a mat bearing pressure of about 1,000 psf plus an additional 750 psf for the weight of the mat itself. The new columns which are expected to impose vertical service loads on the order of 10 to 12 kips will also be tied into the mat but will add minimal overall stress at the bottom of the mat.

The existing adjacent ammonium sulfate storage area is to remain. However, a pre-engineered metal building is planned around the containment area. The new columns will be tied into the existing mat foundation. New column service loads will be on the order of 10 kips according to Mr. Anderson.

**FOUNDATION RECOMMENDATIONS** - The borings conducted have revealed the presence of medium dense to dense sands within the upper 18 feet. The soils below this depth to depths of about 35 to 40 feet are considered moderately compressible and would be expected to produce the majority of the settlement associated with the structure depicted herein.

**Sodium Hypochlorite Storage** - There is an existing sodium hypochlorite storage structure measuring about 25'6" by 17'6" in plan that is to be demolished. This structure is within the footprint of the proposed storage structure. Accordingly, the soils beneath the existing structure will be pre-stressed and consequently pre-compressed. However, due to the limited footprint of the existing structure and anticipated foundation stresses, the reduction in settlement of the new structure in this area is expected to be minimal. Based on the results of the borings, we would anticipate that the settlement at the center of the

proposed storage structure would be about 1.5 inches based on the soil conditions identified in the borings. Differential settlement will be controlled by the stiffness of the mat foundation. Additional settlement associated with the pre-engineered metal structure surrounding the tanks is expected to be negligible.

Due to the sandy nature of the soils expected to produce the greatest settlement, the majority of the settlement should occur quickly following the imposition of load. The deeper stiff to very stiff dolomitic clays and silts are not expected to produce significant settlement.

In order to provide documentation with regards to settlement as a function of load, settlement points should be established on the new structure. Detailed settlement monitoring is an important measure in order to check that actual total and differential settlements are within the expected range. It is important that the elevations be referenced to at least two (2) fixed benchmarks well outside of the influence of the structure. Settlement observations will be recorded to the nearest 0.002 feet.

**Liquid Ammonium Sulfate Storage** - The existing liquid ammonium sulfate storage area is to remain. However, a pre-engineered metal building will be attached to the existing foundation system. However, due to the very light column loads, the settlement associated with the addition of the building is expected to be minimal. Your attention, however, is directed to the new sodium hypochlorite storage structure planned. Due to the increased size of that structure and the stresses imposed on the soils, some additional settlement is expected to be induced to the existing ammonium sulfate structure. In this regard, we would expect perhaps an additional 0.25 to 0.5 inches of settlement beneath the adjacent portion of the existing ammonium sulfate structure. This could induce some minor structure tilting depending on the rigidity of the foundation system.

We would recommend establishing some settlement points on this structure as well to document settlement as a function of load application on the adjacent sodium hypochlorite structure.

**SUBGRADE PREPARATION RECOMMENDATIONS** - Subgrade preparation should include vibratory compaction at the mat subgrade elevation so as to achieve a density of at least 95% of the Modified Proctor maximum dry density in accordance with ASTM D1557 or to project specifications, whichever is more stringent. All fill and backfill soils should also be compacted

to the above requirements in 12-inch lifts. Soils representing the SP to SP-SM Unified Soil Classification System (USCS) designation would be considered suitable fill or backfill. Heavy vibratory equipment should be avoided when operated close to adjacent structures to prevent excessive vibrations that could induce settlement.

**SOIL STRENGTH PARAMETERS** - There will likely be various below grade construction as well as potential temporary earth retention systems to aid construction. Accordingly, the following geotechnical parameters are considered preliminary for use in the analyses of the various structures.

Soil Consistency	Total Unit Weight (pcf)	Buoyant Unit Weight (pcf)	Angle of Internal Friction, $\phi$	Undrained Shear Strength (psf)	Active Earth Pressure Coefficient (Ka)	At-Rest Earth Pressure Coefficient (Ko)	Passive Earth Pressure Coefficient (Kp)
<u>Very loose</u> fine sands and slightly silty sands	115	55	28	--	0.36	0.53	2.7
<u>Loose</u> fine sands and slightly silty sands	120	60	30	--	0.33	0.5	3.0
<u>Medium dense</u> fine sands and slightly silty sands	120	60	32	--	0.30	0.47	3.33

Note: Properly compacted sands and non-plastic slightly silty sands would likely possess a medium dense relative density for use in analyses.

Naturally, an appropriate factor of safety should be utilized in the design of earth retaining structures and one must consider potential surcharge loads both during and after construction. The coefficient of sliding friction ( $\tan \delta$ ) for concrete on compacted sands or gravel equal to 0.45 should be utilized in design.

**GEOTECHNICAL CONSTRUCTION CONSIDERATIONS** - We would expect that most, if not all of the below grade construction will take place in an open sloped excavation. Where open-excavations are contemplated, the contractor should comply with all the applicable City and County standards for construction. However, based on the soil types encountered, we would recommend construction side slopes no steeper than 1.5 horizontal to 1 vertical provided that effective dewatering is developed and maintained during the excavation and backfilling operations. Naturally, the contractor must also comply with applicable OSHA trench safety requirements.

We would also anticipate that portions of the below grade construction, where deeper excavations are planned or where adjacent utilities may be present, may incorporate trench box methodologies or sheeting. Careful consideration must be given to earth pressures, including hydrostatic pressures as well as horizontal stresses from surface loading. Where implemented, techniques should be utilized so as to minimize any vibrations and disturbance of previously placed piping or existing utilities during installation and advancement of the trench box. Also, where existing utilities or structures may occur within close proximity to construction, the contractor must exercise due care so as to avoid any deformation or damage to existing facilities. Clearly, techniques that would involve significant vibration such as vibratory sheeting installation and extraction or heavy vibratory compaction equipment should be avoided, where possible. Compaction of backfill in such areas should be performed utilizing relatively light hand-guided vibratory compaction equipment in thin lifts not in excess of 6 inches so as to achieve uniform compaction consistent with the equipment selected for compaction. We would certainly recommend that elevations be established on existing utilities or structures and that elevations be carefully monitored during all excavation and construction activities to detect any movements that might signal a need for a modification in the ways and means of construction. It would also be prudent to monitor vibrations within critical areas.

Appropriate dewatering is a critical aspect of below grade construction to allow proper preparation of the subgrade and appropriate backfilling and compaction of surrounding soils. Improper implementation of dewatering can result in de-stabilization of the subgrade soils which can cause enhanced total and differential settlement. It is recommended that the dewatering system consist of a properly designed wellpoint system. Due to the stratified nature of the soils and the required depth of dewatering, we would strongly recommend that the contractor retain the services of a qualified dewatering consultant to appropriately design and monitor performance of the dewatering system. As a minimum, the wellpoints should be fully slotted and encased in properly designed filter media for more effective dewatering. The dewatering system should be

installed so as to maintain groundwater levels to no less than 1.5 feet below the planned bottom of the excavation.

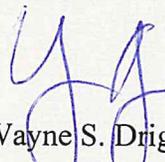
### LIMITATIONS

Our geotechnical investigation herein was conducted for the purpose of investigating generalized subsurface conditions within the vicinity of the planned improvements. Once the site plan and structure location are finalized, this office should be contacted to check for the need, if any, for additional testing. The investigation may not have included development of all information that may be needed by the prospective contractor in the development of their construction procedures. The contractor is certainly encouraged to conduct such additional investigations as they may deem necessary to develop his bid proposal.

**DRIGGERS ENGINEERING SERVICES, INC.** appreciates the opportunity to be of service to you on this project. We trust if you have any questions concerning our report, you will not hesitate to contact this office at your convenience.

Respectfully submitted,

**DRIGGERS ENGINEERING SERVICES, INC.**



Wayne S. Driggers, P.E.  
Senior Vice President  
FL Registration No. 58013



WSD-REP\198480

Copies submitted: (1)

**APPENDIX**

**PLATE I - BORING LOCATION PLAN**

**STANDARD PENETRATION TEST BORING (SPT) LOGS**

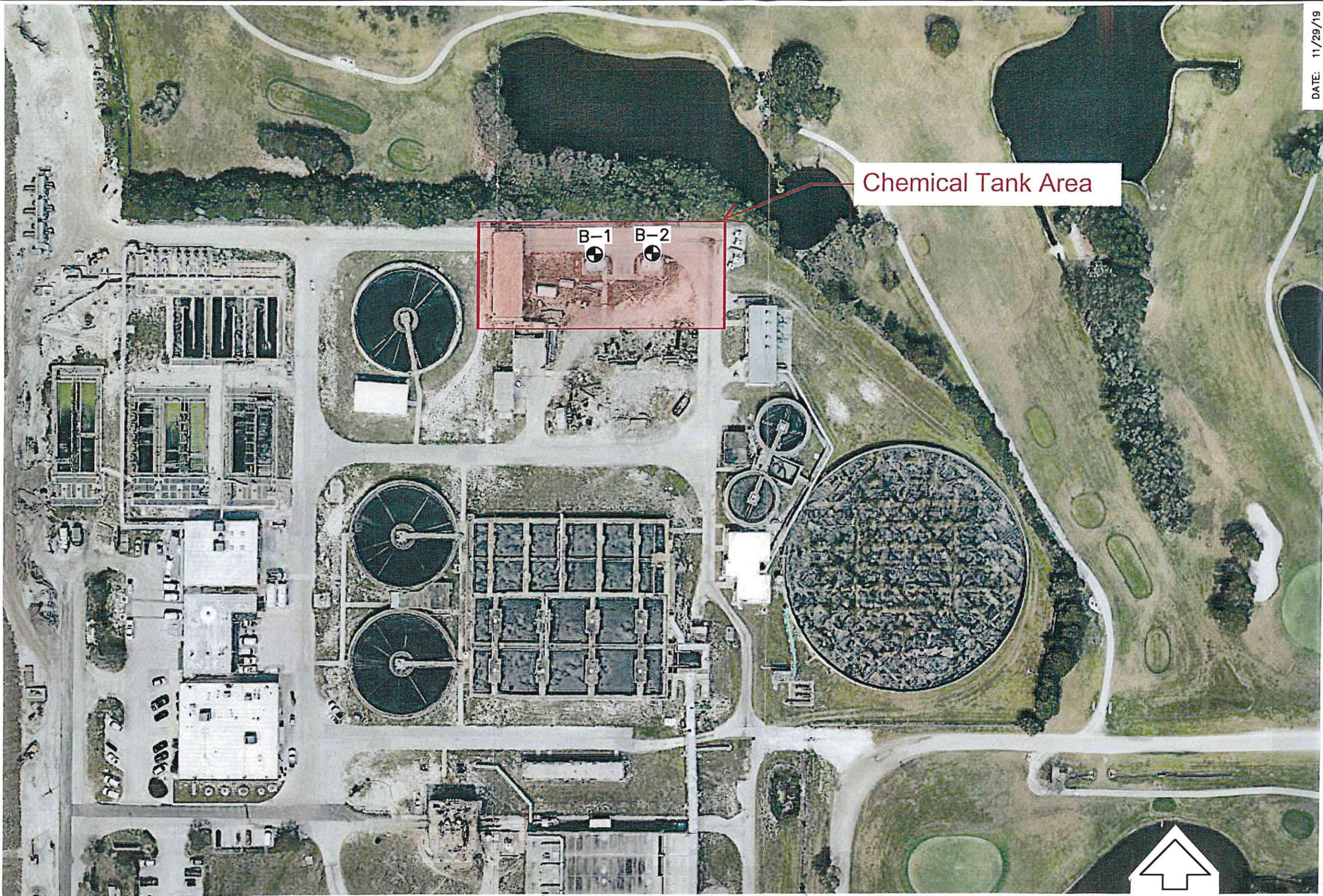
**HAND AUGER BORING / HAND CONE SOUNDING LOGS**

**SUMMARY OF LABORATORY TEST RESULTS**

**GRAINSIZE ANALYSES**

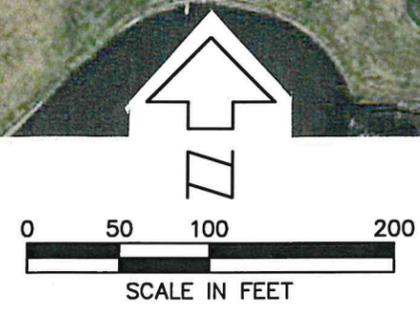
**METHOD OF TESTING**

**PLATE I - BORING LOCATION PLAN**



**LEGEND:**

- ⊕ STANDARD PENETRATION TEST BORING/  
HAND CONE SOUNDING LOCATION



CAD / ENGINEER	SHEET TITLE	PROJECT NO.
R.D.B. / W.S.D.	<b>BORING LOCATION PLAN</b>	DES 198480
PREPARED BY	PROJECT NAME	SHEET NO.
 <b>DRIGGERS ENGINEERING SERVICES, INCORPORATED</b>	<b>BLEACH TANK ROOFOVER</b> <b>SWRF - 53rd AVENUE WEST</b> <b>MANATEE COUNTY, FLORIDA</b>	PLATE I

**STANDARD PENETRATION TEST BORING LOGS**



**DRIGGERS ENGINEERING SERVICES INCORPORATED**

Project No. DES 198480 **BORING NO. B-1**  
 Project Bleach Tank Roofover, SWWRF - 53rd Avenue West, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.O. \_\_\_\_\_  
 Completion Depth 51.5' Date 11/25/19 Depth To Water 3.9' Time \_\_\_\_\_ Date 11/25/19

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)				
					10	20	40	60	80
SURF. EL:									
0			Dark brown Fine SAND with roots and trace of limestone fragments (SP) (A-3)						
			Brown Fine SAND with shell and rock fragments (SP) (A-3)						
			Dark brown Fine SAND with shell (SP) (A-3)						
5			Dark gray Fine SAND (SP) (A-3)						
			Light grayish-brown Fine SAND (SP) (A-3)						
			Brown Fine SAND (SP) (A-3)						
			Light brown slightly silty Fine SAND (SP-SM) (A-3)	8/13/19					
			Dense light brown to light grayish-brown Fine SAND with shell (SP) (A-3)	12/22/26					
10			Dense to medium dense light grayish-brown Fine SAND with trace of shell (SP) (A-3)	12/20/26					
				16/19/20					
15			- trace of cemented fragments at depth 15.0'	12/10/13					
			Very loose greenish-gray slightly silty Fine SAND with trace of shell (SP-SM) (A-3)						
20				7/2/2					
			Very loose greenish-gray silty Fine SAND with shell (SM) (A-2-4)						
25				2/1/1					
			Very loose light grayish-brown silty Fine SAND with trace of shell and cemented fragments (SM) (A-2-4)						
30				1/2/2					
			Very loose light grayish-brown silty (1)						

Remarks (1) Fine SAND with shell and cemented fragments (SM) (A-2-4)  
 Borehole Grouted \_\_\_\_\_ Casing Length \_\_\_\_\_



**DRIGGERS ENGINEERING SERVICES INCORPORATED**

Project No. DES 198480 **BORING NO. B-1**  
 Project Bleach Tank Roofover, SWWRF - 53rd Avenue West, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.O. \_\_\_\_\_  
 Completion Depth 51.5' Date 11/25/19 Depth To Water 3.9' Time \_\_\_\_\_ Date 11/25/19

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)				
					10	20	40	60	80
			SURF. EL:						
35			Very loose light grayish-brown silty Fine SAND with shell and cemented fragments (SM) (A-2-4)	3/2/2					
40			Medium dense grayish-brown silty Fine SAND with shell (SM) (A-2-4)	3/5/6					
45			Very stiff brownish-gray variably cemented, dolomitic SILT (ML) (A-4)	7/6/18					
50			Very stiff green dolomitic, silty CLAY (CH) (A-7-6)	6/8/8					
55									
60									
65									

Remarks Borehole Grouted Casing Length \_\_\_\_\_



**DRIGGERS ENGINEERING SERVICES INCORPORATED**

Project No. DES 198480 **BORING NO. B-2**  
 Project Bleach Tank Roofover, SWWRF - 53rd Avenue West, Manatee County, Florida  
 Location See Plate I Foreman \_\_\_\_\_ C.O. \_\_\_\_\_  
 Completion Depth 51.5' Date 11/25/19 Depth To Water 3.8' Time \_\_\_\_\_ Date 11/25/19

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
SURF. EL:										
0			Dark brown Fine SAND with trace of limestone fragments (SP) (A-3)							
			Brown Fine SAND with trace of shell (SP) (A-3)							
			Dark brown Fine SAND (SP) (A-3)							
			Brown Fine SAND (SP) (A-3)							
5			Tan Fine SAND (SP) (A-3)							
			Orangish-tan slightly silty Fine SAND (SP-SM) (A-3)							
			Medium dense light brown Fine SAND with shell (SP) (A-3)	8/8/12						
			Medium dense to dense light grayish-brown Fine SAND (SP) (A-3) - trace of shell at depth 10.0'	9/11/10						
10				17/23/27						
			Medium dense light grayish-brown to grayish-brown Fine SAND with shell (SP) (A-3)	13/11/12						
15				11/8/7						
			Loose gray Fine SAND with trace of shell (SP) (A-3)	7/3/2						
20				3/2/2						
			Very loose brownish-gray silty Fine SAND with shell (SM) (A-2-4)							
25										
			Very loose light grayish-brown slightly silty Fine SAND with trace of shell and cemented fragments (SP-SM) (A-3)	2/2/1						
30										
			Firm to stiff light grayish-brown (1)							

Remarks (1) variably cemented, dolomitic SILT (ML) (A-4)  
Borehole Grouted Casing Length \_\_\_\_\_



# DRIGGERS ENGINEERING SERVICES INCORPORATED

Project No. DES 198480

**BORING NO. B-2**

Project Bleach Tank Roofover, SWWRF - 53rd Avenue West, Manatee County, Florida

Location See Plate I

Foreman \_\_\_\_\_

C.O. \_\_\_\_\_

Completion

Depth 51.5'

Date 11/25/19

Depth To

Water 3.8'

Time \_\_\_\_\_

Date 11/25/19

DEPTH, FT	SYMBOL	SAMPLES	SOIL DESCRIPTION	BLOWS ON SAMPLER PER 6" OR PEN. STR.	STANDARD PENETRATION TEST BLOWS/FT. ON 2" O.D. SAMPLER-140 LB. HAMMER, 30" DROP (AUTOMATIC HAMMER)					
					10	20	40	60	80	
SURF. EL:										
35			Firm to stiff light grayish-brown variably cemented, dolomitic SILT (ML) (A-4)	5/4/3						
40				7/5/5						
45			Stiff greenish-gray variably cemented, dolomitic SILT (ML) (A-4)	5/4/6						
50			Stiff greenish-gray dolomitic, silty CLAY (CH) (A-7-6)	6/7/7						
55										
60										
65										

Remarks

Borehole Grouted

Casing Length \_\_\_\_\_

**HAND AUGER BORING / HAND CONE SOUNDING LOGS**



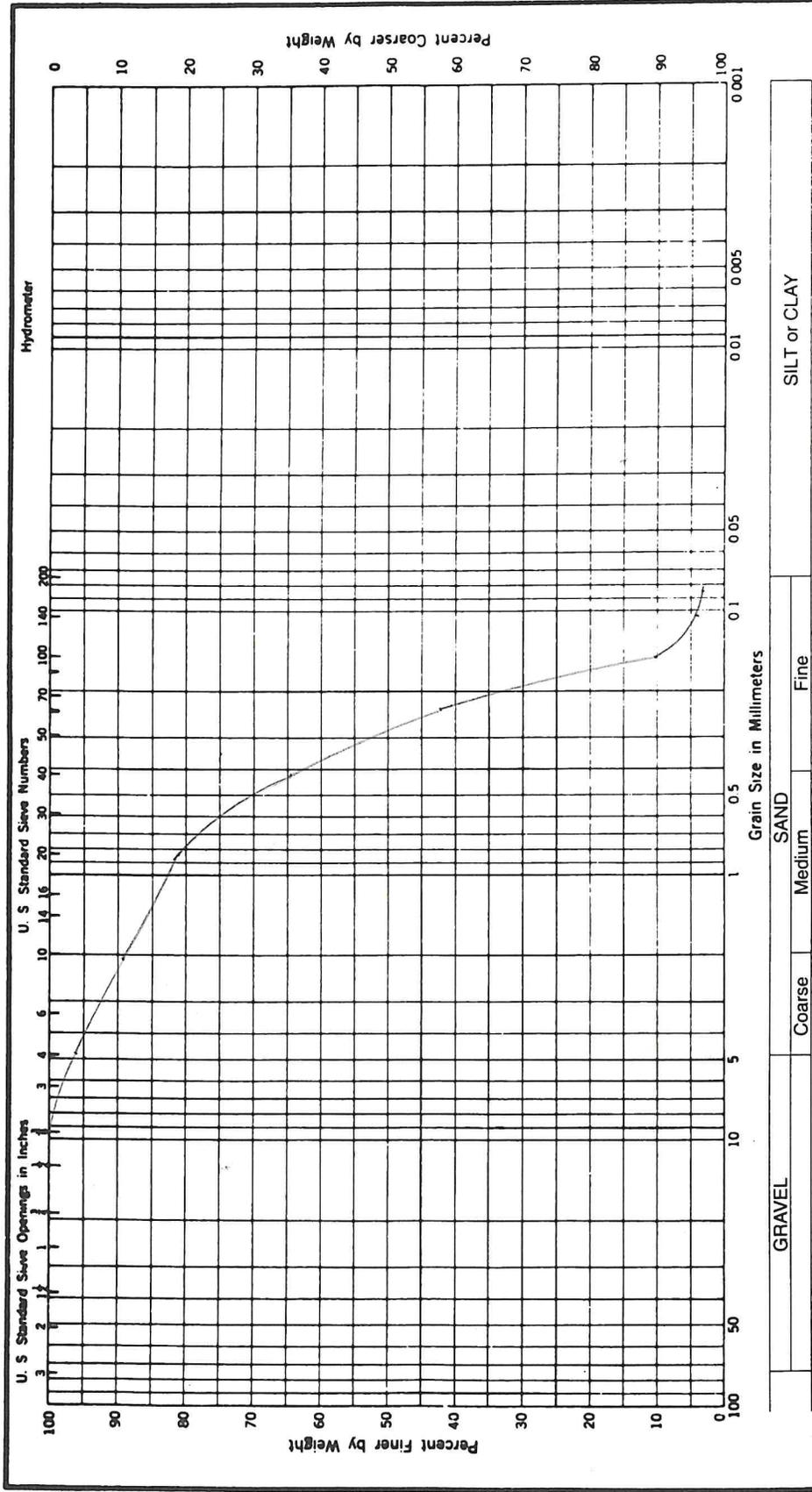


**SUMMARY OF LABORATORY TEST RESULTS**



## **GRAINSIZE ANALYSES**

DRIGGERS ENGINEERING SERVICES, INC.



Number	Depth	Natural Moisture	L.L.	P.L.	P.I.	Classification
B-1	2.1' - 2.6'					Dark brown Fine SAND with shell

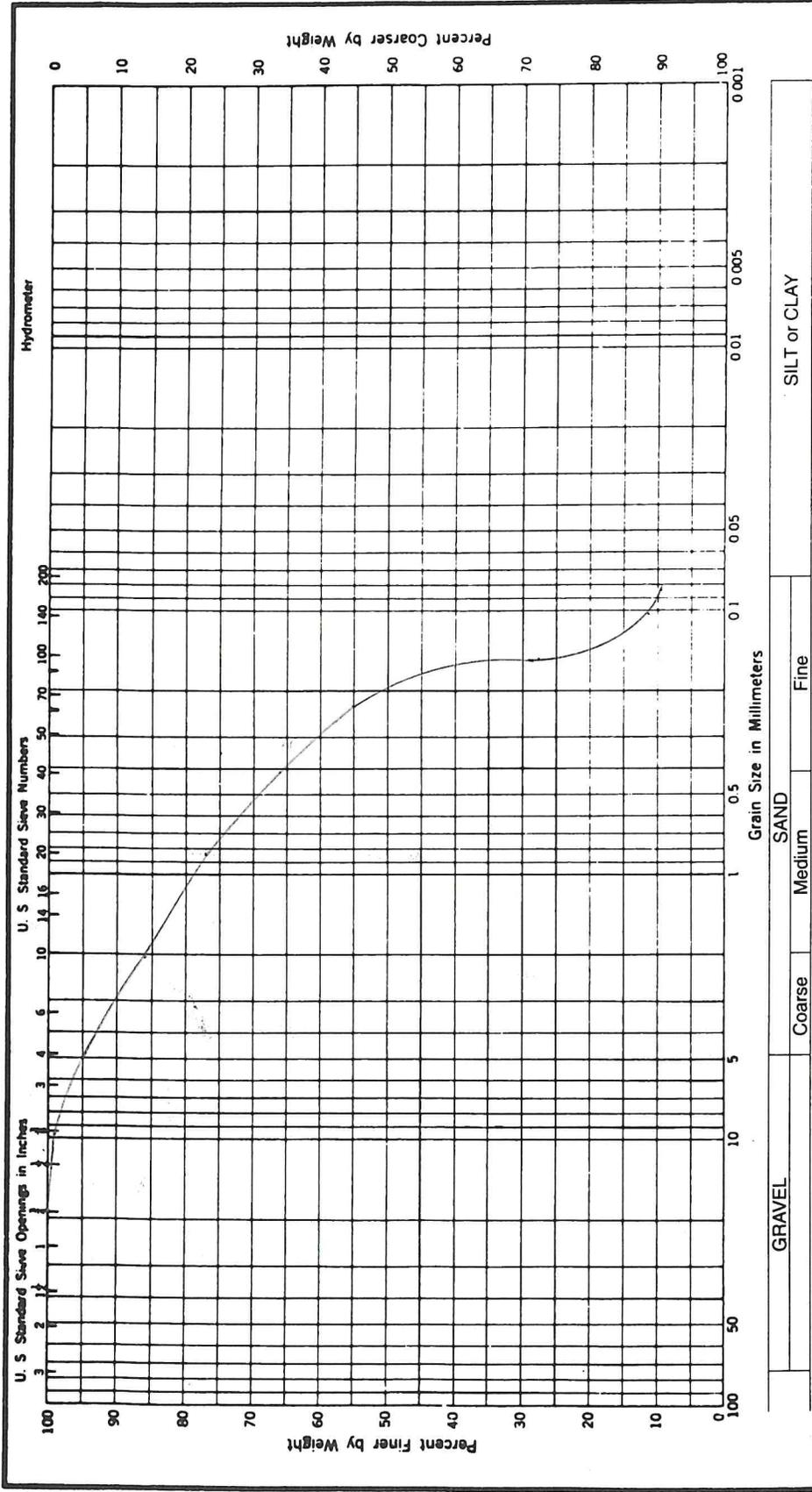
  

GRAVEL	Coarse	Medium	Fine	SILT or CLAY
--------	--------	--------	------	--------------

CLIENT:	McKim & Creed, Inc.
PROJECT:	Bleach Tank Roofover, SWRF - 53rd Avenue West, Manatee County, Florida
FILE:	DES 198480

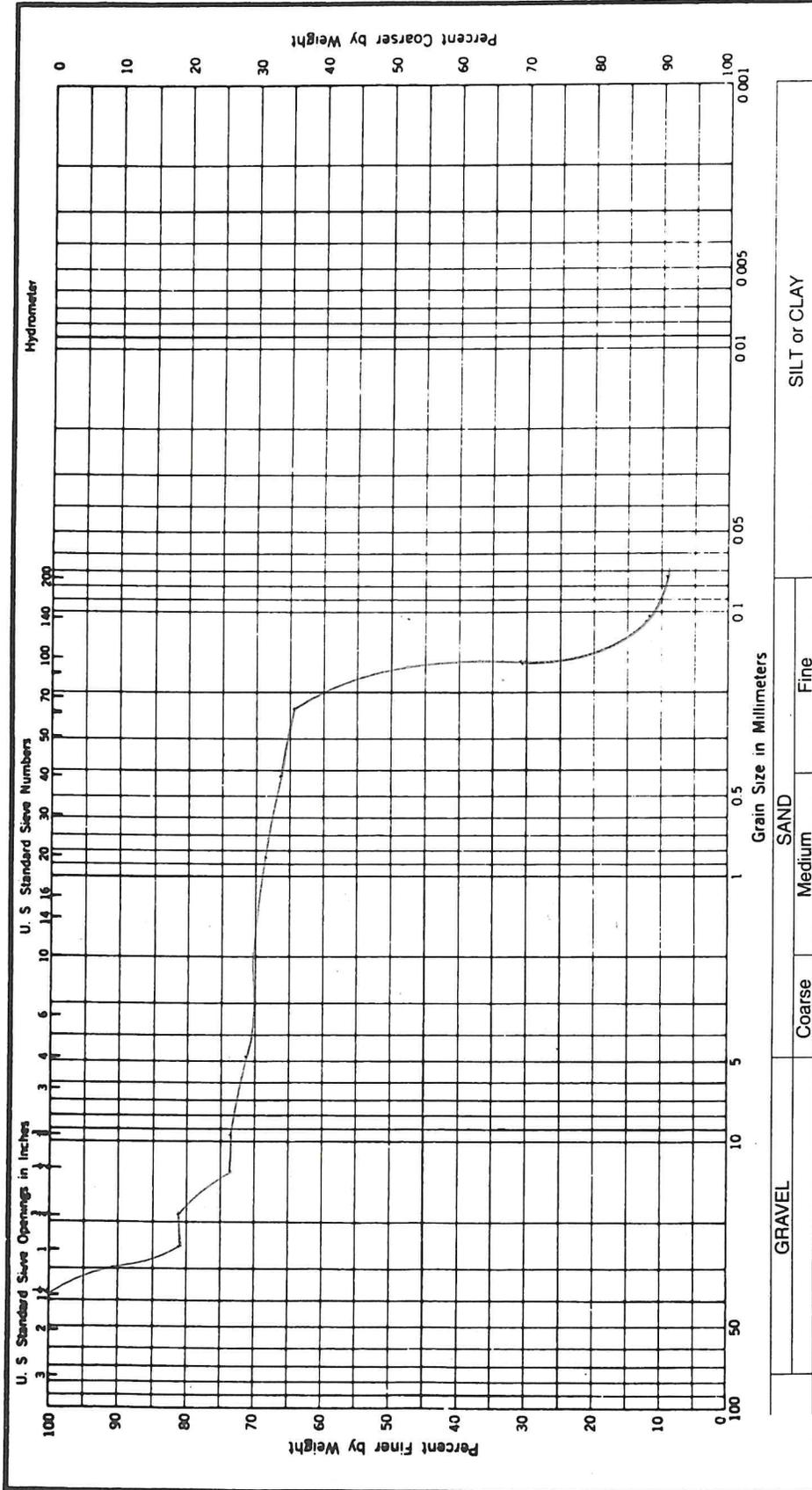
**DRIGGERS ENGINEERING SERVICES, INC.**



Number	Depth	Natural Moisture	L.L.	P.L.	P.I.	Classification	CLIENT: McKim & Creed, Inc.
							FILE: DES 198480



**DRIGGERS ENGINEERING SERVICES, INC.**



## **METHOD OF TESTING**

# **STANDARD PENETRATION TEST WITH AUTOMATIC HAMMER AND SOIL CLASSIFICATION**

## **STANDARD PENETRATION TEST (ASTM D-1586)**

In the Standard Penetration Test borings, a rotary drilling rig is used to advance the borehole to the desired test depth. A viscous drilling fluid is circulated through the drill rods and bit to stabilize the borehole and to assist in removal of soil and rock cuttings up and out of the borehole.

Upon reaching the desired test depth, the 2 inch O.D. split-barrel sampler or "split-spoon", as it is sometimes called, is attached to an N-size drill rod and lowered to the bottom of the borehole. A 140 pound automatic hammer, attached to the drill string at the ground surface, is then used to drive the sampler into the formation. The hammer is successively raised and dropped for a distance of 30 inches using an automated lifting mechanism. The number of blows is recorded for each 6 inch interval of penetration or until virtual refusal is achieved. In the above manner, the samples are ideally advanced a total of 18 inches. The sum of the blows required to effect the final 12 inches of penetration is called the blowcount, penetration resistance, or "N" value of the particular material at the sample depth.

After penetration, the rods and sampler are retracted to the ground surface where the core sample is removed, sealed in a glass jar and transported to the laboratory for verification of field classification and storage.

## **SOIL SYMBOLS AND CLASSIFICATION**

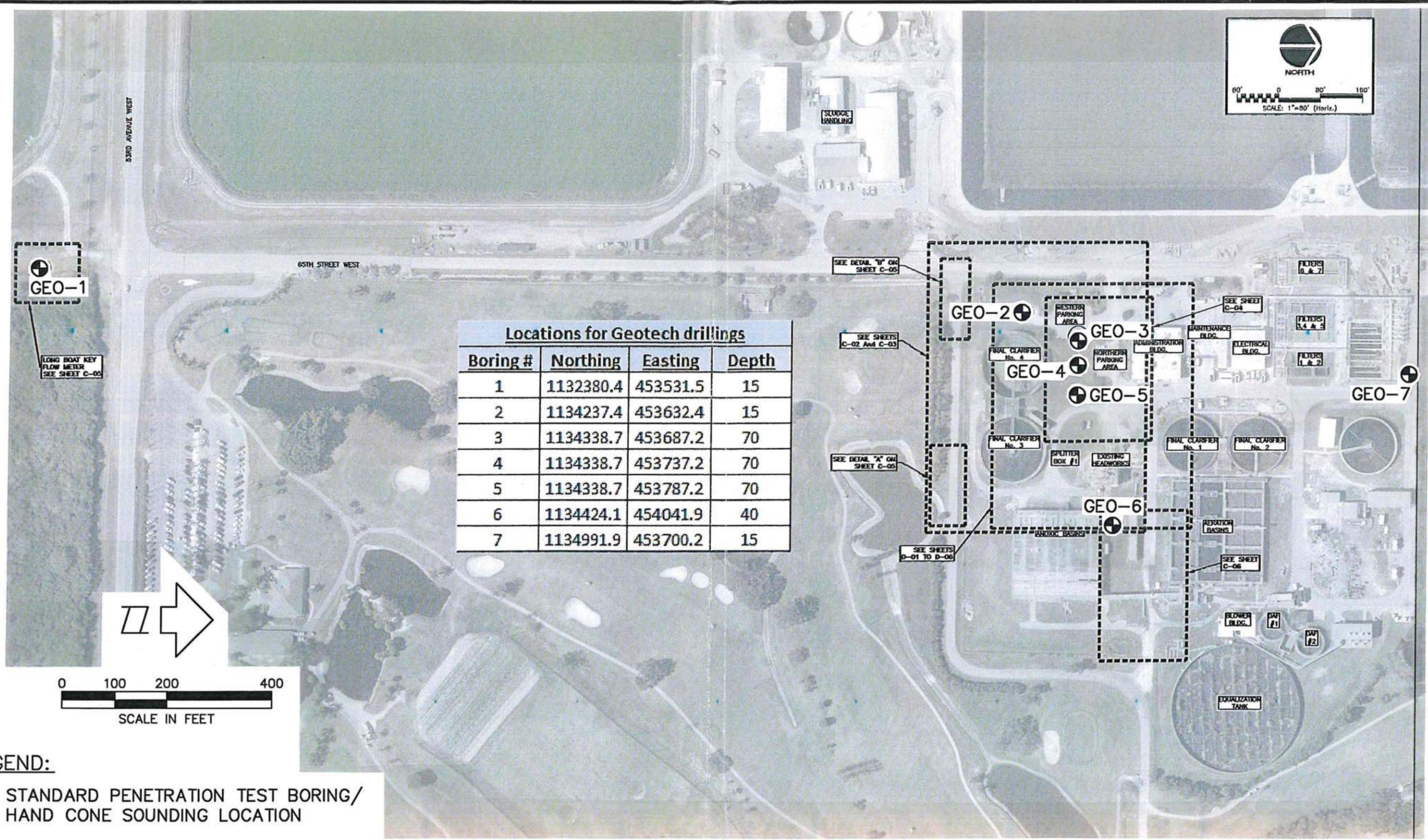
Soil and rock samples secured in the field sampling operation were visually classified as to texture, color and consistency. The Unified Soil Classification was assigned to each soil stratum per ASTM D-2487. Soil classifications are presented descriptively and symbolically for ease of interpretation. The stratum identification lines represent the approximate boundary between soil types. In many cases, this transition may be gradual.

Consistency of the soil as to relative density or undrained shear strength, unless otherwise noted, is based upon Standard Penetration resistance values of "N" values and industry-accepted standards. "N" values, or blowcounts, are presented in both tabular and graphical form on each respective boring log at each sample interval. The graphical plot of blowcount versus depth is for illustration purposes only and does not warrant continuity in soil consistency or linear variation between sample intervals.

The borings represent subsurface conditions at respective boring locations and sample intervals only. Variations in subsurface conditions may occur between boring locations. Groundwater depths shown represent water depths at the dates and time shown only. The absence of water table information does not necessarily imply that groundwater was not encountered.





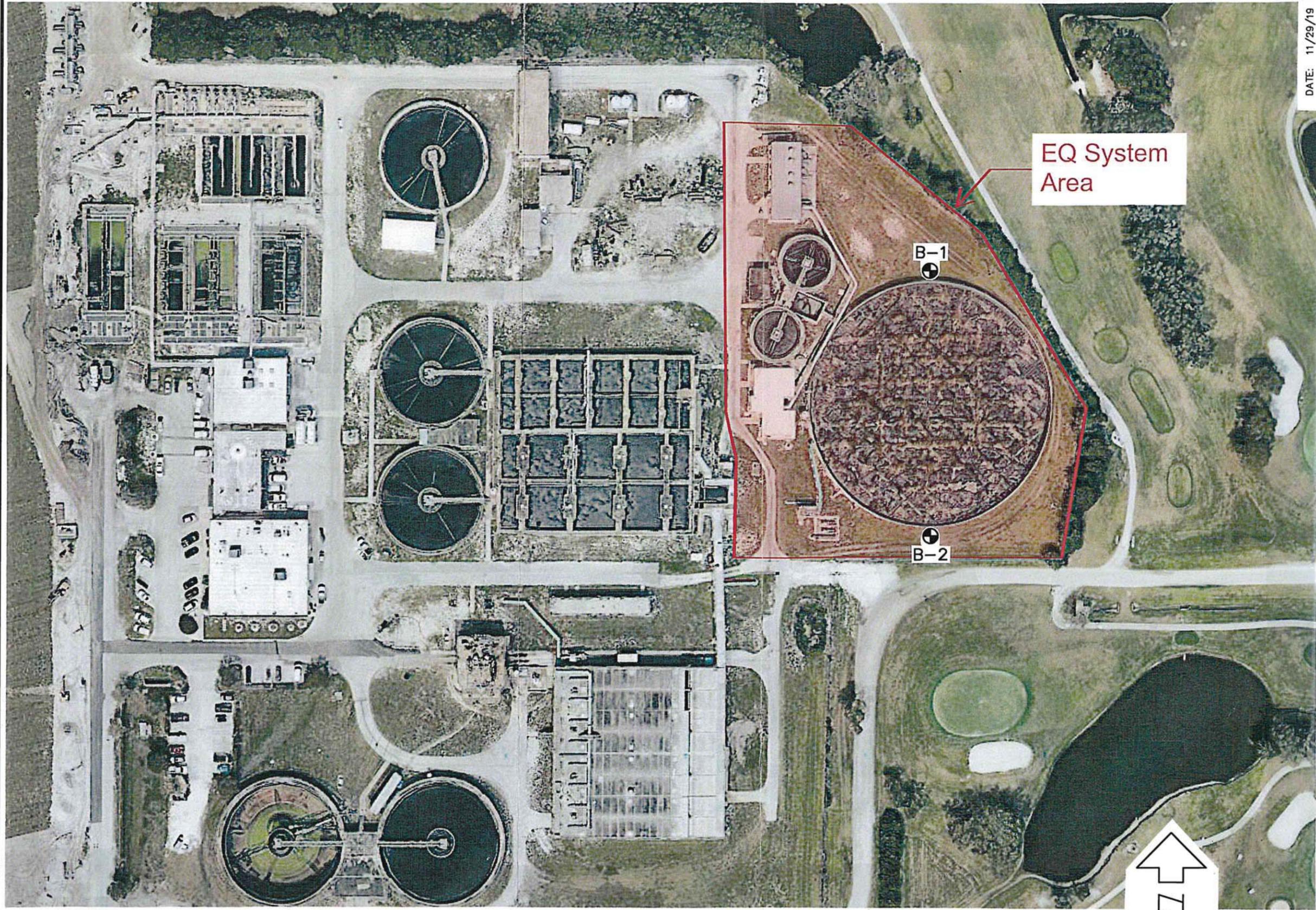


**LEGEND:**

⊕ STANDARD PENETRATION TEST BORING/  
HAND CONE SOUNDING LOCATION

CAD / ENGINEER	SHEET TITLE	PROJECT NO.	DATE
R.D.B. / W.S.D.	<b>BORING LOCATION PLAN</b>	DES 178063	12/31/18
PREPARED BY	PROJECT NAME	SCALE	SHEET NO.
 DRIGGERS ENGINEERING SERVICES, INCORPORATED	<b>PROPOSED HEADWORKS STRUCTURE SWRF MANATEE COUNTY, FLORIDA</b>	AS SHOWN	PLATE I





DATE: 11/29/19

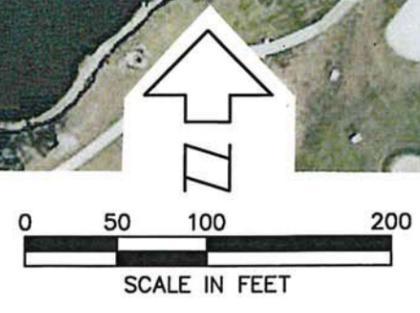
EQ System Area

B-1

B-2

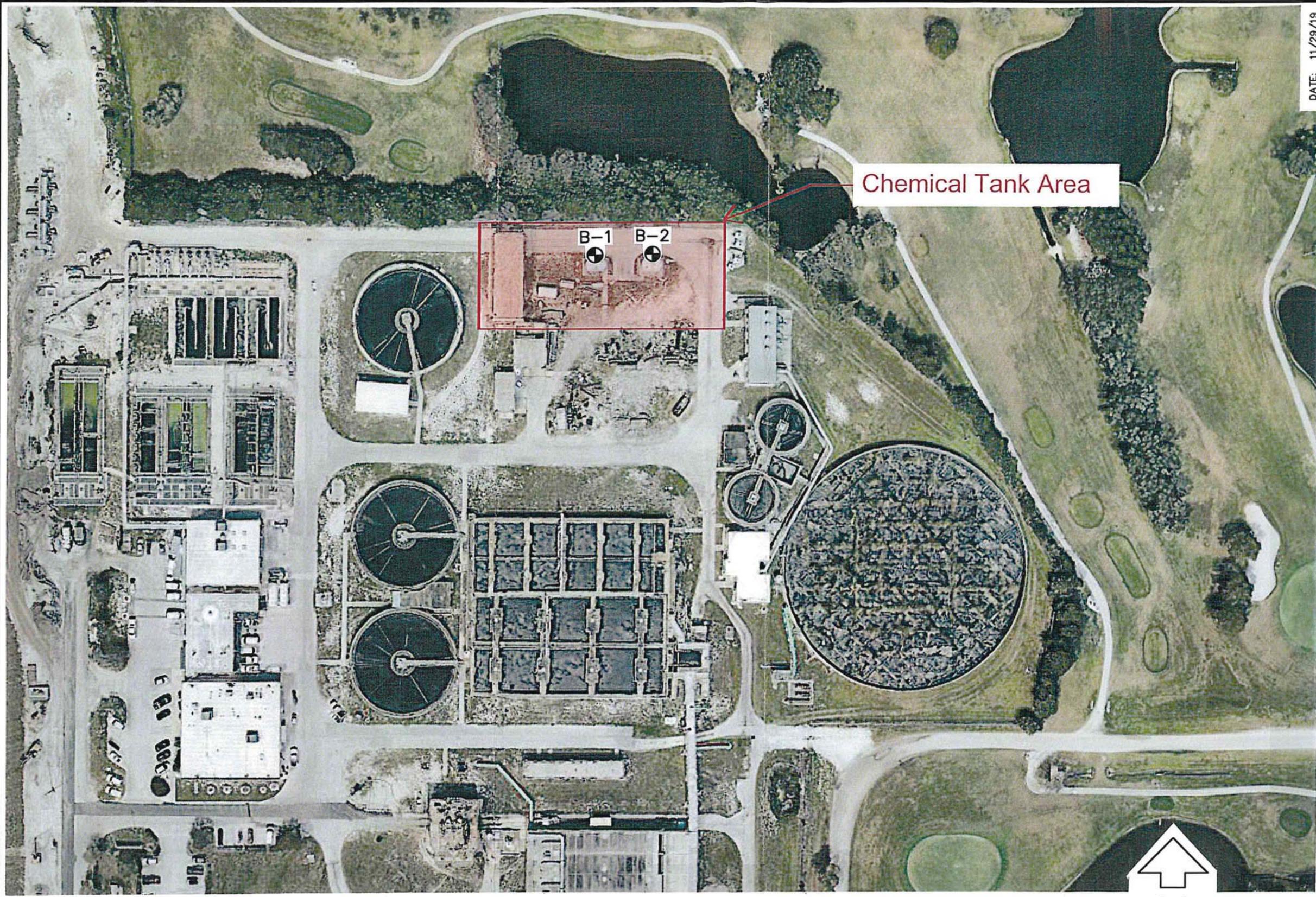
**LEGEND:**

⊕ STANDARD PENETRATION TEST BORING/  
HAND CONE SOUNDING LOCATION



CAD / ENGINEER	SHEET TITLE	PROJECT NO.
R.D.B. / W.S.D.	<b>BORING LOCATION PLAN</b>	DES 198482
PREPARED BY	PROJECT NAME	SHEET NO.
	<b>EQ SYSTEM REHABILITATION SWRF - 53rd AVENUE WEST MANATEE COUNTY, FLORIDA</b>	PLATE 1





DATE: 11/29/19

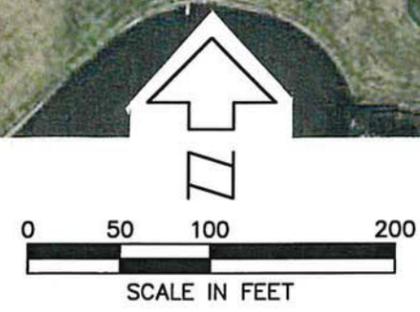
Chemical Tank Area

B-1

B-2

**LEGEND:**

- ⊕ STANDARD PENETRATION TEST BORING/  
HAND CONE SOUNDING LOCATION



CAD / ENGINEER	SHEET TITLE	PROJECT NO.
R.D.B. / W.S.D.	<b>BORING LOCATION PLAN</b>	DES 198480
PREPARED BY	PROJECT NAME	SHEET NO.
	<b>BLEACH TANK ROOFOVER</b> <b>SWRF - 53rd AVENUE WEST</b> <b>MANATEE COUNTY, FLORIDA</b>	PLATE I

**BID ATTACHMENT 3, PLAN SET / DRAWINGS**

**NOTE - This attachment is uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.**

**SECTION D, SAMPLE CONSTRUCTION AGREEMENT WITH GENERAL  
CONDITIONS OF THE CONSTRUCTION AGREEMENT AND AGREEMENT  
EXHIBITS**

CONSTRUCTION AGREEMENT

*for*

STIPULATED SUM

*between*

MANATEE COUNTY (AS OWNER)

*and*

\_\_\_\_\_ (AS CONTRACTOR)

AGREEMENT NO.

**CONSTRUCTION AGREEMENT FOR  
STIPULATED SUM  
[PROJECT NAME]**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and registered and licensed to do business in the State of Florida (license # \_\_\_\_\_), referred to herein as “Contractor.”

**WHEREAS**, the Owner intends to construct **[PROJECT DESCRIPTION]**, the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

**WHEREAS**, in response to Owner’s Invitation for Bid Construction No. \_\_\_\_\_ (the “IFBC”), Contractor has submitted its Bid (the “Contractor’s Bid”) to provide the aforementioned construction services.

**NOW THEREFORE**, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

**1. Contract Documents.** The Contract Documents consist of this Agreement and attached Exhibits, the attached General Conditions of the Construction Agreement, Supplementary Conditions (if any), Special Conditions (if any), Drawings (the titles of which are attached hereto as Exhibit A), Specifications (the titles of which are attached hereto as Exhibit B), Addenda issued prior to execution of this Agreement, the Invitation for Bid (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications), any interpretations issued pursuant to the Invitation for Bid, the Contractor’s Bid, permits, notice of intent to award, Notice to Proceed, purchase order(s), any other documents listed in this Agreement, and Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement. These form the Agreement, and are as fully a part of the Agreement as if attached or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. No other documents shall be considered Contract Documents.

**2. Work.** The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**3. Date of Commencement and Substantial Completion.**

A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

B. Contract Time. The Contract Time shall be measured from the date of commencement.

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than \_\_\_ days from the date of commencement, or as follows:

<b>Portion of Work</b>	<b>Substantial Completion Date</b>
------------------------	------------------------------------

subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work as set forth above), the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$ \_\_\_\_\_ per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur because of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

#### **4. Contract Sum.**

A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \_\_\_\_\_ Dollars and Zero Cents (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. *(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

#### **5. Payments.**

A. Progress Payments.

- (1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- (2) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

- (3) Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.
- (4) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (5) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
  - ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts, less retainage of five percent (5.00%);
  - iii. Subtract the aggregate of previous payments made by the Owner; and
  - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:
  - i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for

incomplete Work, retainage applicable to such work and unsettled claims.

- ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.

- (8) Reduction or limitation of retainage, if any, shall be as follows:

Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner may, with the concurrence of the Architect/Engineer, reduce to two and one-half percent (2.5%) the amount of retainage withheld from each subsequent progress payment.

- (9) Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

(1) The Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and

(2) A final Application for Payment has been approved by the Architect/Engineer.

## 6. **Termination or Suspension.**

A. Termination. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.

B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

## 7. **Other Provisions.**

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Contractor within fourteen (14) days.

E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.

F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Contractor. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.

G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

H. Governing Provisions; Conflicts. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

I. E-Verify. The Contractor's employment of unauthorized aliens is a violation of Section 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of all Subcontractors.

**8. Insurance and Bonding.** If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (10) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

**9. Independent Contractor.** The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

**10. Entire Agreement.** This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the parties.

**11. Amendments; Waivers; Assignment.**

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

**12. Validity.** Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

**13. Covenant to Defend.** Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

**14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

**15. Construction.**

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

B. Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**16. Severability.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**17. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

**18. Attorney’s Fees and Costs.** In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney’s fees and costs.

**19. Notices.** All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

To the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

**20. Public Records Law.** The Contractor shall comply with the Florida Public Records Act (Chapter 119, Florida Statutes), and shall:

- A. Keep and maintain public records required by the Owner to perform the services called for in this Agreement.
- B. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Owner.
- D. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain such public records. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT 941-748-4501, EXT. 5845; [DEBBIE.SCACCIANOCE@MYMANATEE.ORG](mailto:DEBBIE.SCACCIANOCE@MYMANATEE.ORG); POST OFFICE BOX 1000, BRADENTON, FLORIDA 34206.

**21. Exhibits.** Exhibits to this Agreement are as follows:

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

- 1—Application for Payment
- 2—Certificate of Substantial Completion
- 3—Final Reconciliation / Warranty / Affidavit
- 4—Change Order

*(Remainder of this page intentionally left blank)*

SAMPLE

***WHEREFORE, the parties hereto have executed this Agreement as of the date last executed below.***

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**MANATEE COUNTY**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

SAMPLE

GENERAL CONDITIONS  
*of the*  
CONSTRUCTION AGREEMENT

SAMPLE

TABLE OF CONTENTS FOR GENERAL CONDITIONS

	<u>Page</u>
<b>Article I -- Definitions.....</b>	<b>GC-1</b>
1.1 Definitions.....	GC-1
A. Acceptance.....	GC-1
B. Application for Payment.....	GC-1
C. Architect/Engineer .....	GC-1
D. Change Order .....	GC-1
E. Construction Services.....	GC-1
F. Construction Team .....	GC-1
G. Contract Sum.....	GC-1
H. Contract Time.....	GC-1
I. Contractor's Personnel.....	GC-1
J. Days.....	GC-1
K. Defective.....	GC-2
L. Field Directive .....	GC-2
M. Final Completion Date .....	GC-2
N. Float Time .....	GC-2
O. Force Majeure.....	GC-2
P. Notice to Proceed .....	GC-2
Q. Owner .....	GC-2
R. Owner's Project Representative.....	GC-2
S. Payment and Performance Bond.....	GC-2
T. Permitting Authority .....	GC-2
U. Procurement Ordinance.....	GC-2
V. Progress Report.....	GC-2
W. Project .....	GC-2
X. Project Costs .....	GC-3
Y. Project Manager .....	GC-3
Z. Project Plans and Specifications .....	GC-3
AA. Project Schedule .....	GC-3
BB. Project Site .....	GC-3
CC. Subcontractor .....	GC-3
DD. Substantial Completion and Substantially Complete.....	GC-3
EE. Substantial Completion Date .....	GC-3
FF. Substitute.....	GC-3
GG. Unit Price Work .....	GC-4
HH. Work .....	GC-4
II. Work Directive Change.....	GC-4
<b>Article II -- Relationship and Responsibilities .....</b>	<b>GC-4</b>

2.1	Relationship between Contractor and Owner .....	GC-4
	A. <i>Purpose</i> .....	GC-4
	B. <i>Construction Team</i> .....	GC-4
	C. <i>Owner’s Reliance on Bid (or GMP)</i> .....	GC-4
2.2	General Contractor Responsibilities .....	GC-5
	A. <i>Personnel</i> .....	GC-5
	B. <i>Cooperation with Architect/Engineer</i> .....	GC-5
	C. <i>Timely Performance</i> .....	GC-5
	D. <i>Duty to Defend Work</i> .....	GC-5
	E. <i>Trade and Industry Terminology</i> .....	GC-5
2.3	Project Schedule.....	GC-6
2.4	Construction Services .....	GC-7
	A. <i>Construction of Project</i> .....	GC-7
	B. <i>Notice to Proceed</i> .....	GC-7
	C. <i>Quality of Work</i> .....	GC-7
	D. <i>Materials</i> .....	GC-7
	E. <i>Accountability for Work</i> .....	GC-7
	F. <i>Contract Sum</i> .....	GC-8
	G. <i>Governing Specifications</i> .....	GC-8
	H. <i>Adherence to Project Schedule</i> .....	GC-8
	I. <i>Superintendent</i> .....	GC-8
	J. <i>Work Hours</i> .....	GC-8
	K. <i>Overtime-Related Costs</i> .....	GC-8
	L. <i>Insurance, Overhead and Utilities</i> .....	GC-9
	M. <i>Cleanliness</i> .....	GC-9
	N. <i>Loading</i> .....	GC-9
	O. <i>Safety and Protection</i> .....	GC-9
	P. <i>Emergencies</i> .....	GC-10
	Q. <i>Substitutes</i> .....	GC-10
	R. <i>Surveys and Stakes</i> .....	GC-10
	S. <i>Suitability of Project Site</i> .....	GC-11
	T. <i>Project Specification Errors</i> .....	GC-11
	U. <i>Remediation of Contamination</i> .....	GC-11
	V. <i>Interfacing</i> .....	GC-12
	W. <i>Job Site Facilities</i> .....	GC-13
	X. <i>Weather Protection</i> .....	GC-13
	Y. <i>Performance and Payment Bond</i> .....	GC-13
	Z. <i>Construction Phase; Building Permit; Code Inspections</i> .....	GC-13
	(1) <i>Building Permit</i> .....	GC-13
	(2) <i>Code Inspections</i> .....	GC-14
	(3) <i>Contractor’s Personnel</i> .....	GC-14
	(4) <i>Lines of Authority</i> .....	GC-14
	AA. <i>Quality Control</i> .....	GC-14
	BB. <i>Management of Subcontractors</i> .....	GC-15
	CC. <i>Job Requirements</i> .....	GC-15
	DD. <i>As-Built Drawings</i> .....	GC-17

<i>EE. Progress Reports</i> .....	GC-17
<i>FF. Contractor’s Warranty</i> .....	GC-17
<i>GG. Apprentices</i> .....	GC-18
<i>HH. Schedule of Values</i> .....	GC-18
<i>II. Other Contracts</i> .....	GC-18

**Article III -- Compensation..... GC-18**

3.1 Compensation .....	GC-18
<i>A. Adjustments</i> .....	GC-18
<i>B. Valuation</i> .....	GC-18
<i>C. Unit Price Work</i> .....	GC-19
3.2 Schedule of Compensation .....	GC-19
<i>A. Periodic Payments for Services</i> .....	GC-19
<i>B. Payment for Materials and Equipment</i> .....	GC-19
<i>C. Credit toward Contract Sum</i> .....	GC-19
3.3 Invoice and Payment.....	GC-20
<i>A. Invoices</i> .....	GC-20
<i>B. Additional Information; Processing of Invoices</i> .....	GC-20
<i>C. Architect/Engineer’s Approval</i> .....	GC-20
<i>D. Warrants of Contractor with Respect to Payments</i> .....	GC-20
<i>E. All Compensation Included</i> .....	GC-20

**Article IV -- Subcontractors ..... GC-21**

4.1 Subcontracts.....	GC-21
<i>A. Subcontracts Generally</i> .....	GC-21
<i>B. No Damages for Delay</i> .....	GC-21
<i>C. Subcontractual Relations</i> .....	GC-21
<i>D. Insurance; Acts &amp; Omissions</i> .....	GC-22
4.2 Relationship and Responsibilities.....	GC-22
4.3 Payments to Subcontractors; Monthly Statements .....	GC-22
<i>A. Payment</i> .....	GC-22
<i>B. Final Payment of Subcontractors</i> .....	GC-22
4.4 Responsibility for Subcontractors.....	GC-22
4.5 Contingent Assignment of Subcontracts.....	GC-23

**Article V -- Changes in Work ..... GC-23**

5.1 General.....	GC-23
5.2 Minor Changes in the Work.....	GC-23
5.3 Emergencies.....	GC-24
5.4 Concealed Conditions .....	GC-24
5.5 Hazardous Materials .....	GC-24
5.6 Change Orders; Adjustments to Contract Sum.....	GC-25
<i>A. Change Orders Generally</i> .....	GC-25

5.7 Owner-Initiated Changes .....	GC-25
5.8 Unauthorized Work.....	GC-25
5.9 Defective Work.....	GC-25
5.10 Estimates for Changes.....	GC-26
5.11 Form of Proposed Changes.....	GC-26
5.12 Changes to Contract Time .....	GC-26
<b>Article VI -- Role of Architect/Engineer.....</b>	<b>GC-26</b>
6.1 General.....	GC-26
<i>A. Retaining</i> .....	GC-26
<i>B. Duties</i> .....	GC-26
<i>C. Termination</i> .....	GC-26
6.2 Administration .....	GC-27
<i>A. Site Visits</i> .....	GC-27
<i>B. Reporting</i> .....	GC-27
6.3 Interpretation of Project Plans and Specifications.....	GC-27
6.4 Rejection of Non-Conforming Work .....	GC-27
6.5 Correction of Work.....	GC-27
6.6 Timely Performance of Architect/Engineer.....	GC-28
<b>Article VII -- Owner's Rights and Responsibilities .....</b>	<b>GC-28</b>
7.1 Project Site; Title .....	GC-28
7.2 Project Plans and Specifications; Architect/Engineer.....	GC-28
7.3 Surveys; Soil Tests and Other Project Site Information .....	GC-28
7.4 Information; Communication; Coordination .....	GC-29
7.5 Governmental Body.....	GC-29
7.6 Pre-Completion Acceptance .....	GC-29
7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.....	GC-29
7.8 Owner's Project Representative.....	GC-30
<i>A. Responsibilities</i> .....	GC-30
<i>B. Limitations</i> .....	GC-31
<b>Article VIII -- Resolution of Disagreements; Claims for Compensation.....</b>	<b>GC-31</b>
8.1 Owner to Decide Disputes .....	GC-31
8.2 Finality .....	GC-31
8.3 No Damages for Delay.....	GC-31
8.4 Permitted Claims Procedure .....	GC-32
8.5 Contract Claims and Disputes.....	GC-32
8.6 Claims for Consequential Damages.....	GC-33
<b>Article IX -- Indemnity.....</b>	<b>GC-33</b>
9.1 Indemnity .....	GC-33

A. Indemnification Generally.....	GC-33
B. Indemnification; Enforcement Actions.....	GC-33
C. Claims by Employees .....	GC-33
9.2 Duty to Defend.....	GC-33
<b>Article X-- Accounting Records; Ownership of Documents.....</b>	<b>GC-33</b>
10.1 Accounting Records.....	GC-34
10.2 Inspection and Audit.....	GC-34
10.3 Access .....	GC-34
10.4 Ownership of Documents .....	GC-34
<b>Article XI -- Public Contract Laws .....</b>	<b>GC-35</b>
11.1 Equal Opportunity Employment.....	GC-35
A. Employment .....	GC-35
B. Participation.....	GC-35
11.2 Immigration Reform and Control Act of 1986.....	GC-35
11.3 No Conflict of Interest .....	GC-35
A. No Interest in Business Activity.....	GC-35
B. No Appearance of Conflict .....	GC-36
11.4 Truth in Negotiations .....	GC-36
11.5 Public Entity Crimes.....	GC-36
<b>Article XII-- Force Majeure, Fire or Other Casualty .....</b>	<b>GC-36</b>
12.1 Force Majeure .....	GC-36
A. Unavoidable Delays .....	GC-36
B. Concurrent Contractor Delays.....	GC-36
C. Notice; Mitigation .....	GC-36
12.2 Casualty; Actions by Owner and Contractor .....	GC-37
12.3 Approval of Plans and Specifications .....	GC-37
12.4 Notice of Loss or Damage .....	GC-37
<b>Article XIII -- Representations, Warranties and Covenants.....</b>	<b>GC-38</b>
13.1 Representations and Warranties of Contractor .....	GC-38
13.2 Representations of the Owner.....	GC-40
<b>Article XIV -- Termination and Suspension.....</b>	<b>GC-41</b>
14.1 Termination for Cause by Owner .....	GC-41
A. Nonperformance .....	GC-41
B. Insolvency .....	GC-42
C. Illegality .....	GC-42
D. Rights of Owner .....	GC-42

14.2 Termination without Cause by Owner .....GC-42  
    *A. Release of Contractor* .....GC-43  
    *B. Waiver of Protest* .....GC-43  
14.3 Suspension without Cause .....GC-43  
14.4 Termination Based Upon Abandonment, Casualty or Force Majeure.....GC-43  
14.5 Vacation of Project Site; Delivery of Documents.....GC-43  
14.6 Termination by the Contractor .....GC-44

SAMPLE

**GENERAL CONDITIONS**  
**ARTICLE I**  
**DEFINITIONS**

**1.1 Definitions.** For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: \_\_\_\_\_, a \_\_\_\_\_ corporation or limited liability company, registered and licensed to do business in the State of Florida, OR \_\_\_\_\_, an employee of Owner.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

F. Construction Team: The working team established pursuant to Section 2.1.B.

G. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents

H. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

I. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

J. Days: Calendar days except when specified differently. 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.

K. Defective: When modifying the term “Work”, referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner’s approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

L. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner’s contingency funds.

M. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

N. Float Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying Substantial Completion of the Work.

O. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

P. Notice to Proceed: Written notice by Owner (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 the Work.

Q. Owner: Manatee County, a political subdivision of the State of Florida.

R. Owner’s Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

S. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

T. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

U. Procurement Ordinance: The Manatee County Procurement Code, Chapter 2-26 of the Manatee County Code of Laws, as amended from time to time.

V. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

W. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall

include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

X. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

Y. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

Z. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

AA. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

BB. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

CC. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

DD. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project or any designated portion thereof.

EE. Substantial Completion Date: The date on which the Project or designated portion thereof is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

FF. Substitute: Materials or equipment offered by the Contractor as an alternative to that set forth in the Project Plans and Specifications, where (i) the Project Plans and Specifications do not authorize an "approved equal", or (ii) the Owner, in its reasonable discretion, determines that a pre-authorized "approved equal" will result in a substantial change to the Work because of cost, quality or other difference in comparison to the materials or equipment specified.

GG. Unit Price Work: Work to be paid for on the basis of unit prices.

HH. Work: The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

II. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner’s 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 responding to emergencies.

## **ARTICLE II RELATIONSHIP AND RESPONSIBILITIES**

**2.1 Relationship between Contractor and Owner.** The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner’s Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner’s direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the “Construction Team” and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Owner’s Reliance on Bid (or Guaranteed Maximum Price Addendum). The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

**2.2 General Contractor Responsibilities.** In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

E. Trade and Industry Terminology. 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 (or at the time of execution of the Guaranteed Maximum Price Addendum), 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 Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

**2.3 Project Schedule.** The Contractor, within ten (10) days after being awarded the Agreement, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the

extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

- A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at 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 Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.
- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Agreement and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

**2.4 Construction Services.** The Contractor shall provide the following Construction Services:

- A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services

necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid (or Request for Proposal) and the Bid (or Guaranteed Maximum Price Addendum).

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. 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 issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/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.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means, methods, techniques, sequences and procedures of construction. If a specific means, method, technique, sequence or procedure of construction is required by the Contract Documents, the Contractor may utilize an alternative means, method, technique, sequence or procedure acceptable to the Architect/Engineer if the Contractor submits sufficient information to allow the Architect/Engineer to determine that the alternative is equivalent to that required by the Contract Documents.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws,

ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. 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 shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineer charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be an obligation of Contractor and no extra payment shall be made by Owner because such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment. Contractor's obligation to pay all overtime-related costs shall not apply if Contractor is directed by Owner to work overtime solely for Owner's convenience.

L. Insurance, Overhead and Utilities. 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.

M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Contractor.

N. Loading. 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.

O. Safety and Protection. Contractor shall comply with all applicable federal, state and 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:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;
- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- (3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement during 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 for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project 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.

Q. Substitutes. For Substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or

Guaranteed Maximum Price Addendum), Contractor shall make written application to Architect/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 provision 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 Architect/Engineer in evaluating the proposed Substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed Substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. If Substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), 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 Owner and an appropriate Change Order executed to adjust the Contract Sum.

- (1) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed Substitute. Architect/Engineer will be the sole judge of acceptability and no Substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any Substitute.
- (2) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/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.

R. Surveys and Stakes. The Contractor shall furnish, as part of the Contract Sum, 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 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 shall 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 shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid (or Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be

encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Contractor, during the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner 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 sole risk of non-payment and delay.

U. Remediation of Contamination. Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay of more than seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
- (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising because of any delay of more than seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.

- (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.
- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.
- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

- (1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.
- (2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the Project Site.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. For Changes in the Work that result in an increase in the Contract Sum, Owner reserves the right to require the Contractor to secure and deliver additive riders to the Payment and Performance Bond.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner 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.

(1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.

(2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.

- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.
- (4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

- (1) The Contractor shall provide each of the following as a part of its services hereunder:
  - (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
  - (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
  - (c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
  - (d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;
  - (e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;
  - (f) Provide a quality control program as provided under Section 2.4.C above;
  - (g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;
  - (h) Provide for travel to and from its home office to the Project Site and to those other places within Manatee County as required by the Project;
  - (i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
  - (j) 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 after execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, Progress Reports, as-built drawings, and other project related documents;
  - (k) 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, and provide copies of same to Owner/Architect/Engineer;

- (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
  - (m) Furnish Owner/Architect/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;
  - (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
  - (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
  - (p) Cooperate with Owner in the administration of grants.
- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
- (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
  - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work, to include those parts of the Work 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 Owner's review

and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- (1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.
- (2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.
- (3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and shall comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Agreement by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner 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 III COMPENSATION

**3.1 Compensation.** The Contract Sum 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 Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum 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 fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all amounts to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

- (1) In the case of Unit Price Work, in accordance with Section 3.1.C, below; or
- (2) By mutual acceptance of a lump sum; or
- (3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum 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
- (2) If there is no corresponding adjustment with respect to any other item of Work; and
  - (i) If Contractor believes that it has incurred additional expense as a result thereof; or
  - (ii) If Owner believes that the quantity variation entitles it to an

adjustment in the unit price; or

- (iii) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

**3.2 Schedule of Compensation.** All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

**3.3 Invoice and Payment.** All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All Progress Reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment

request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

#### **ARTICLE IV SUBCONTRACTORS**

**4.1 Subcontracts.** At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the

contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.”

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

**4.2 Relationship and Responsibilities.** Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

**4.3 Payments to Subcontractors; Monthly Statements.** The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor’s Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor’s contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

**4.4 Responsibility for Subcontractors.** As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner 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.

**4.5 Contingent Assignment of Subcontracts.** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

- (1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- (2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE V CHANGES IN WORK**

**5.1 General.** Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor

shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

**5.2 Minor Changes in the Work.** The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

**5.3 Emergencies.** In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor because of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

**5.4 Concealed Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If the Contractor disputes the Architect/Engineer's determination or recommendation, the Contractor may proceed as provided in Article VIII. If the Owner disputes the Architect/Engineer's determination or recommendation, the Owner may appeal directly to the Purchasing Official and shall thereafter follow the process set forth in Section 8.5.

**5.5 Hazardous Materials.** In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by Change Order or written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or

other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

## **5.6 Change Orders; Adjustments to Contract Sum.**

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

**5.7 Owner-Initiated Changes.** Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. 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). A Work Directive Change may not change the Contract Sum 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 Sum or Contract Time.

**5.8 Unauthorized Work.** Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

**5.9 Defective Work.** Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

**5.10 Estimates for Changes.** At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty-one (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 Architect/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.

**5.11 Form of Proposed Changes.** 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 Owner. Standard Owner forms shall be utilized.

**5.12 Changes to Contract Time.** The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. 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 to because of the occurrence of said event. 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 Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

## **ARTICLE VI ROLE OF ARCHITECT/ENGINEER**

### **6.1 General.**

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or

extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. **Termination.** If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

**6.2 Administration.** The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. **Site Visits.** The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. **Reporting.** Based on the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**6.3 Interpretation of Project Plans and Specifications.** The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

**6.4 Rejection of Non-Conforming Work.** Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

**6.5 Correction of Work.** The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such

rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

**6.6 Timely Performance of Architect/Engineer.** The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. If Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. If Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

## **ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES**

**7.1 Project Site; Title.** The Owner shall provide the lands upon which the Work under the Contract Documents 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. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during construction.

**7.2 Project Plans and Specifications; Architect/Engineer.** The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

**7.3 Surveys; Soil Tests and Other Project Site Information.** Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or

soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

**7.4 Information; Communication; Coordination.** The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

**7.5 Governmental Body.** The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

**7.6 Pre-Completion Acceptance.** The Owner 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.

**7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.**

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The

Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.

- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

**7.8 Owner's Project Representative.** Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;

- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- (3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- (4) 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;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;
- (6) Authorize Owner to occupy the project in whole or in part; or
- (7) Participate in specialized field or laboratory tests.

## ARTICLE VIII RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

**8.1 Owner to Decide Disputes.** The Owner shall reasonably decide all questions and disputes (with the exception of matters pertaining to the interpretation of the Project Plans and Specifications which shall be resolved by the Architect/Engineer pursuant to Section 6.3) that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

**8.2 Finality.** The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

**8.3 No Damages for Delay.** If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner.

Contractor shall be responsible for liquidated damages for delay if otherwise provided for in the Contract Documents.

**8.4 Permitted Claims Procedure.** Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of the beginning of such occurrence. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner 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 Owner 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.

**8.5 Contract Claims and Disputes.** After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code of Laws, subject to an administrative hearing process as provided in Section 2-26-64. The decision of the hearing officer in accordance with Section 2-26-64 of the Manatee County Code of Laws shall be the final and conclusive decision subject to exclusive judicial review in circuit court by a petition for certiorari.

**8.6 Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, unless any of such damages or losses are covered by insurance placed by the Contractor; and
- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude assessment of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

## **ARTICLE IX INDEMNITY**

### **9.1 Indemnity.**

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Indemnification; Enforcement Actions. The Contractor's duty to indemnify and hold harmless the Owner in Section 9.1 above shall extend to fines, penalties and costs incurred by the Owner as related to any enforcement action taken by local, state, regional or federal regulatory entities. The Owner may deduct any of such fines, penalties and costs as described in this Section from any unpaid amounts then or thereafter due the Contractor under the Contract Documents. Any of such fines, penalties and costs not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

C. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly

employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**9.2 Duty to Defend.** The Contractor shall defend the Owner in any action, lawsuit, mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. Notwithstanding any other provisions within this Article IX, so long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

## **ARTICLE X ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS**

**10.1 Accounting Records.** Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

**10.2 Inspection and Audit.** The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

**10.3 Access.** The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

**10.4 Ownership of Documents.** Upon obtainment of Substantial Completion or termination of the Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

**ARTICLE XI  
PUBLIC CONTRACT LAWS**

**11.1 Equal Opportunity Employment.**

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

**11.2 Immigration Reform and Control Act of 1986.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

**11.3 No Conflict of Interest.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

A. No Interest in Business Activity. By accepting award of this Agreement, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Agreement. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering the Agreement. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of this Agreement, the County Administrator or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

**11.4 Truth in Negotiations.** By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

**11.5 Public Entity Crimes.** The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

## ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

### 12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed.

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in Section 12.1.A. and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance based on Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance based on Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

**12.2 Casualty; Actions by Owner and Contractor.** During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or

destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

**12.3 Approval of Plans and Specifications.** The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

**12.4 Notice of Loss or Damage.** The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

### **ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS**

**13.1 Representations and Warranties of Contractor.** The Contractor represents and warrants to the Owner each of the following.

A. The Contractor is a construction company, organized under the laws of the State of \_\_\_\_\_, authorized to transact business in the State of Florida, with \_\_\_\_\_ as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall give Architect/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 Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/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.

L. 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, Owner 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 Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner 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 the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. 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, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may temporarily exclude Contractor from all or part of the site, temporarily take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere, all for such duration as is reasonably necessary to correct the deficiency. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date 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 Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the

terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

**13.2 Representations of the Owner.** To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

- A. The Owner is a validly existing political subdivision of the State of Florida.
- B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.
- C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.
- D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.
- E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.
- F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.
- G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents,

certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

## ARTICLE XIV TERMINATION AND SUSPENSION

**14.1 Termination for Cause by Owner.** This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of its obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with its own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor because of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed because its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising because of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project Site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project 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 Project Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner 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 Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

**14.2 Termination without Cause by Owner.** The Owner, through its County Administrator or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

**14.3 Suspension without Cause.** Owner 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 Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

**14.4 Termination Based Upon Abandonment, Casualty or Force Majeure.** If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

**14.5 Vacation of Project Site; Delivery of Documents.** Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

**14.6 Termination by the Contractor.** If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

(Remainder of this page intentionally left blank)

Exhibit A  
Title(s) of Drawings

SAMPLE

Exhibit B  
Title(s) of Specifications

SAMPLE

Exhibit C  
Affidavit of No Conflict

SAMPLE

Exhibit D  
Contractor's Certificate(s) of Insurance

SAMPLE

Exhibit E  
Contractor's Payment and Performance Bond

SAMPLE

Exhibit F  
Standard Forms

SAMPLE

**APPLICATION FOR PAYMENT**

Request No.: \_\_\_\_\_ Project No.: \_\_\_\_\_  
 Purchase Order No.: \_\_\_\_\_  
 County Bid No.: \_\_\_\_\_  
 Consultant: \_\_\_\_\_

Project: \_\_\_\_\_  
 From: \_\_\_\_\_ To: \_\_\_\_\_

**CONTRACT PAYMENT SUMMARY**

Original Contract Amount:				\$	-
Change Order(s):				\$	-
Change order summary:					
Number	Date Approved	Additive	Deductive		
SUBTOTALS:		\$	-	\$	-
Net change order subtotal (Additive less Deductive):				\$	-
Current Contract Amount (CCA): (Original Amount + Change Order(s))				\$	-
		Previous Status	Total WIP		
Value of the Work in Place (WIP)	\$	-	\$	-	
Value of Stored Materials	\$	-	\$	-	
Total Earned (\$ and % of CCA)	\$	-	\$	-	
Retainage (\$ and % of CCA)	\$	-	\$	-	
Net Earned (Total earned minus retainage)				\$	-
TOTAL PREVIOUS PAYMENTS				\$	-
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)				\$	-

**CONTRACTOR'S AFFIDAVIT OF NOTICE**

CERTIFICATE: The undersigned CONTRACTOR certifies that all items and amounts shown on this Application for Payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the Amount Due this Payment shown is now due.

**NOTARY:**

**CONTRACTOR:**

State of Florida, County of \_\_\_\_\_

\_\_\_\_\_  
 Name of person authorized to sign Affidavit of Notice

Sworn to (or affirmed ) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_

TITLE

\_\_\_\_\_  
 (Name of person giving notice)

Contractor name, address and telephone no.:

\_\_\_\_\_  
 (Signature of Notary Public - State of Florida)

Print, Type or Stamp Commissioned Name of Notary Public:

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS**

(Signatures)

(Date)

Quantities verified by: \_\_\_\_\_

Consultant/Engineer: \_\_\_\_\_

Project Management: \_\_\_\_\_

Department Head: \_\_\_\_\_

Payment approved by the Board of County Commissioners: \_\_\_\_\_

Attested to by the Clerk of Circuit Court: \_\_\_\_\_

<b>CERTIFICATE OF SUBSTANTIAL COMPLETION (S.C.)</b>	<b>CHECK ONE:</b>	
	Partial	Total
Project Title:	Date Submitted:	
Contractor Data: Name: Address: City/State/Zip:	Project No:	
	S. C. Date (Proposed)	
<p>If the "Partial" completion box above is checked, the following description applies to the work for which substantial completion is being sought. Otherwise, the work described in the Contract including approved changes, if any, is certified to be substantially complete: (Description of the portion of work substantially completed):</p> <p style="text-align: center;">(USE CONTINUATION SHEETS IF NECESSARY)</p>		
<p>A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the Contractor's responsibility to complete all of the contract work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within _____ days of substantial completion. The approved substantial completion date is: _____</p>		
_____ Contractor Signature	_____ Date	_____ Engineer's Approval
_____ Printed Name and Title	_____ Printed Name and Title	_____ Date
<p>The Contractor shall be responsible for security, operation, safety, maintenance, HVAC, insurance and warranties in accordance with the Contract. The County will assume the responsibility for paying the cost of electrical power from midnight of the date of Engineer's approval as indicated above.</p> <p><b>ATTACH THE INSPECTOR'S FINAL WALKTHROUGH LIST OF DEFICIENCIES.</b></p>		

**FINAL RECONCILIATION, WARRANTY PERIOD DECLARATION  
AND CONTRACTOR'S AFFIDAVIT**

Project Title: _____	Date Submitted: _____
----------------------	-----------------------

Contractor Data: Name: _____ Address: _____ City/State/Zip: _____	Project No: _____
	Warranty (months): _____

This Final Reconciliation is for the work performed for Manatee County by the above named contractor, hereinafter called CONTRACTOR, pursuant to the contract dated \_\_\_\_\_ as amended, and acts as an addendum thereto.

It is agreed that all quantities and prices in the attached Final Pay Estimate No. \_\_\_\_\_ are correct and that the amount of \$ \_\_\_\_\_ including retainage is due to the CONTRACTOR, that no claims are outstanding as between the parties, and that the above stated sum represents the entirety of monies owed the CONTRACTOR.

It is further agreed that the warranty period for CONTRACTOR'S work pursuant to the Contract is from \_\_\_\_\_ to \_\_\_\_\_

As (title) \_\_\_\_\_ for CONTRACTOR, I have authority to bind said CONTRACTOR, and as such make this final reconciliation, declaration and affidavit for the purpose of inducing Manatee County to make final payment to CONTRACTOR for work done at/upon \_\_\_\_\_ under said contract:

CONTRACTOR has paid all social security and withholding taxes accrued in connection with the construction project.

CONTRACTOR has paid all workers' compensation and other insurance premiums incurred in connection with this construction project.

CONTRACTOR has paid for all required permits in connection with this construction project.

All laborers, material, men, suppliers, subcontractors and service professionals who worked for and/or supplied materials, equipment and/or services to the CONTRACTOR under this construction contract have been paid in full.

\_\_\_\_\_  
(Affiant Signature)

NOTARY:  
State of Florida, County of \_\_\_\_\_, Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ (person giving notice).

Signature of Notary Public - State of Florida: \_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public: \_\_\_\_\_

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

# CONTRACT CHANGE ORDER

(for Total Contract Adjusted Amount Greater than \$1,000,000)

**PROJECT:** \_\_\_\_\_

**Change Order No.:** \_\_\_\_\_

**Contract Amount  
(Present Value)** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE

BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.

**TOTAL DECREASE:** \_\_\_\_\_

**TOTAL INCREASE:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City / State:** \_\_\_\_\_

THE NET CHANGE OF  
 ADJUSTS THE CURRENT CONTRACT AMOUNT FROM  
 \_\_\_\_\_ TO  
 \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_ CALENDAR DAYS ARE ADDED TO THE SCHEDULE  
 WHICH CHANGES THE FINAL COMPLETION DATE TO  
 \_\_\_\_\_ MONTH \_\_\_\_\_ DAY, \_\_\_\_\_ YEAR

## RECOMMENDATION, CONCURRENCES AND APPROVALS

### SIGNATURES

### DATE

**Consultant / Engineer:** \_\_\_\_\_

\_\_\_\_\_

**Project Manager:** \_\_\_\_\_

\_\_\_\_\_

**Division Manager:** \_\_\_\_\_

\_\_\_\_\_

**Project Management Division Manager**

**Manatee County Purchasing:** \_\_\_\_\_

\_\_\_\_\_

**Purchasing Official**

Authority to execute this contract per Manatee County Code, Chapter 2-26,  
 and per the delegation by the County Administrator effective 1/26/2009

**JUSTIFICATION FOR CHANGE**

**Change Order No :**

**Project Number:**

**1. NECESSITY FOR CHANGE:**



2. Is change an alternate bid? (If yes, explain)

3. Does change substantially alter the physical size of the project? (If yes, explain)

4 Effect of this change on other "Prime" contractors?

5 Has the Surety and insurance company been notified, if applicable? CONTRACTOR RESPONSIBILITY