

INVITATION FOR BID
CONSTRUCTION
NO. 23-TA004487DJ
LENA ROAD LANDFILL STAGE II
PHASE II GAS COLLECTION AND
CONTROL SYSTEM (GCCS)
EXPANSION
PROJECT NO. 6008207
NOVEMBER 29, 2022

Manatee County BCC
Procurement Division
1112 Manatee Avenue West Ste 803
Bradenton, FL 34205
purchasing@mymanatee.org



ADVERTISEMENT

INVITATION FOR BID CONSTRUCTION NO. 23-TA004487DJ

LENA ROAD LANDFILL STAGE II PHASE II GAS COLLECTION AND CONTROL SYSTEM (GCCS) EXPANSION

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 Lena Road Landfill Stage II Phase II Gas Collection and Control System (GCCS) Expansion, as specified in this Invitation for Bid Construction to include landfill infrastructure.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this Invitation for Bid Construction (IFBC) is **February 2, 2023 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 mandatory Information Conference will be held at 10:00 AM on December 14, 2022, at the Lena Road Landfill, 3333 Lena Rd, Bradenton, FL 34211. A mandatory site visit will be conducted immediately following the information conference. Attendance to mandatory information conferences is required.

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 January 6, 2023. 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: _____

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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 **February 2, 2023, 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.

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 mandatory Information Conference will be held at 10:00 AM on December 14, 2022, at the Lena Road Landfill, 3333 Lena Rd, Bradenton, FL 34211. A mandatory site tour will be conducted immediately following the Information Conference. Attendance to mandatory information conference and site visit are required.

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. 23-TA004487DJ, Lena Road Landfill Stage II Phase II Gas Collection and Control System (GCCS) Expansion, 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 > *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 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. 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 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

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. 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. 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.

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.

Multiple schedules for completion of Work shall be considered. Two (2) bids shall be submitted and considered, Bid 'A' based on 90 calendar days completion time and Bid 'B' based on 120 calendar days completion time. County, at its sole discretion, shall select either Bid 'A' or Bid 'B', whichever is in the best interest of the County. Only one (1) award will be made.

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 work consists of Stage II Phase II Installation of new landfill gas collection infrastructure, including additional horizontal and vertical gas collection. Extension of the primary vacuum header pipe northward in Stage II and interconnection of manholes for early gas collection. Required system maintenance including replacement extraction wells and condensate management systems on existing gas collection system in Stages I and III.

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 Bid 'A' for 90 calendar days or Bid 'B' based on 120 calendar days time at the County's sole discretion.

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 \$845.00 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 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 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 > Business > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Mandatory Information Conference and Mandatory site tour per Article A.02	December 14, 2022, 10:00 AM
Question and Clarification Deadline	January 6, 2023
Final Addendum Posted	January 20, 2023
Bid Response Due Date and Time	February 2, 2023, 11:00 AM, ET
Projected Award	April 2023

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

APPENDIX A, MINIMUM QUALIFICATIONS

IFBC No. 23-TA004487DJ

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 its representative(s), has made an inspection of the construction site for work specified in this IFBC on or after the date of advertisement of this IFBC and prior to the Due Date and Time, attendance will be verified with the sign in sheet.
3. Bidder, or Bidder's subcontractor combined must possess a General Contractor's License issued by the Florida Department of Business and Professional Regulation for a period of at least three (3) consecutive years since December 1, 2019. License must be current and valid through the Due Date for submission of bids for this IFBC.

If Bidding as a General 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 December 1, 2019, through the date of submission of the bid.

4. Bidder or Bidder's subcontractor has provided landfill infrastructure services for at least three (3) projects since December 1, 2017. 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)
5. 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 December 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 (2) years, since December 1, 2020.

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

No documentation is required. The County will verify.

7. 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.

8. 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. 23-TA004487DJ

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. 23-TA004487DJ

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. 23-TA004487DJ**
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

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

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. 23-TA004487DJ

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. 23-TA004487DJ

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.

PROJECT NUMBER AND/OR NAME	
INSURANCE AGENT	
RESPONDENT SIGNATURE	DATE

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. 23-TA004487DJ

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. 23-TA004487DJ

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. 23-TA004487DJ

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 Lena Road Landfill Stage II Phase II Gas Collection And Control System (GCCS) Expansion.

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.23-TA004487DJ, Lena Road Landfill Stage II Phase II Gas Collection And Control System (GCCS) Expansion

Total Bid Price/Offer for Bid "A": \$ _____ Complete. Base on a completion time of 90 calendar days.

Total Bid Price/Offer for Bid "B": \$ _____ Complete. Based on a completion time of 120 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
23-TA004487DJ LENA ROAD LANDFILL STAGE II PHASE II GAS COLLECTION AND CONTROL
SYSTEM (GCCS) EXPANSION
PROJECT # 6008207

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

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
001	Mobilization/Demobilization (Maximum of 5% of Total Bid Price)	LS	1		
002	Project Survey	LS	1		
003	LFG Wellheads - New and Installed	EA	8		
004	18-inch Header Isolation Valve	EA	2		
005	2-inch Air Supply Line Isolation Valve	EA	2		
006	4-inch Condensate (Discharge) Isolation Valve	EA	2		
007	4-inch Condensate (Discharge) Dual Cleanout	EA	3		
008	18-inch Header Access Riser	EA	1		
009	Connection to Existing GCCS (Flanged / Capped)	EA	1		
010	18-inch HDPE SDR 17 Landfill Gas Header Pipe	LF	1,100		
011	8-inch HDPE SDR 17 Landfill Gas Lateral Pipe	LF	250		
012	4-inch HDPE SDR 11 Condensate (Discharge) Pipe in Common Trench	LF	2,650		
013	4-inch HDPE SDR 11 Condensate (Discharge) Pipe Stub-Ups with Valves	EA	5		
014	4-inch HDPE SDR 11 Condensate (Discharge) Pipe Stub-Ups without Valves	EA	12		
015	2-inch HDPE SDR 9 Air Supply Pipe in Common Trench	LF	2,650		
016	2-inch HDPE SDR 9 Air Supply Pipe Stub-Up with Valves	EA	5		
017	2-inch HDPE SDR 9 Air Supply Pipe Stub-Up without Valves	EA	13		
018	36-inch HDPE SDR 17 Condensate Sump with Pump	EA	1		
019	Concrete Manhole Modifications	EA	11		
020	Concrete Manhole Tie-In	EA	4		
021	Gas Extraction Well Abandonment - Within Final Cover Liner	EA	7		
022	Gas Extraction Well Abandonment - Outside Final Cover Liner	EA	3		
023	Seeding - Top of Landfill	SY	5,167		
024	Sodding - Side Slopes and Swale	SY	4,500		
025	Horizontal Collectors HC-7 and HC-8 Modifications	LS	1		
SUBTOTAL					
CONTRACT CONTINGENCY WORK (USED ONLY WITH COUNTY APPROVAL)		LS	10%		
GRAND TOTAL					

BIDDER NAME _____

BIDDER SIGNATURE _____

*To be considered responsive, it is the sole responsibility of the bidder to correctly calculate and manually enter all sub-total, contingency and total bid price fields.

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)
- \$1,000,000 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.

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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.

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BID ATTACHMENT 2, TECHNICAL SPECIFICATIONS

CONTRACT DOCUMENTS

FOR

STAGE II PHASE II GCCS EXPANSION
LENA ROAD LANDFILL

PROJECT CIP # 6008207

November 2022

PROJECT OWNER:

County of Manatee, Florida
c/o Manatee County Procurement Division
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 748-3014

PREPARED BY:

Engineering Division
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208
(941) 708-7450

INFRASTRUCTURE ENGINEERING STANDARD SPECIFICATIONS

SECTION 01005	GENERAL REQUIREMENTS	5
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SECTION 01370	SCHEDULE OF VALUES	51
SECTION 01380	CONSTRUCTION PHOTOGRAPHS	52
SECTION 01410	TESTING AND TESTING LABORATORY SERVICES	(NOT USED)
SECTION 01510	TEMPORARY AND PERMANENT UTILITIES	54
SECTION 01570	TRAFFIC REGULATION	56
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SECTION 01590	COUNTY'S FIELD OFFICE	(NOT USED)
SECTION 01600	MATERIAL AND EQUIPMENT	60
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SECTION 01700	CONTRACT CLOSEOUT	64
SECTION 01710	CLEANING	67
SECTION 01720	PROJECT RECORD DOCUMENTS	69
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SECTION 01740	WARRANTIES AND BONDS	(NOT USED)
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SECTION 02276	TEMPORARY EROSION AND SEDIMENTATION CONTROL	79
SECTION 02325	ROAD AND RAILROAD CROSSINGS	(NOT USED)
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SECTION 02485	SEEDING AND SODDING	81
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SECTION 02575	PAVEMENT REPAIR AND RESTORATION	(NOT USED)
SECTION 02590	WATER SERVICES ON PRIVATE PROPERTY	(NOT USED)
SECTION 02614	STEEL PIPE AND FITTINGS	(NOT USED)
SECTION 02615	DUCTILE IRON PIPE AND FITTINGS	(NOT USED)
SECTION 02616	DISINFECTING POTABLE WATER PIPE LINES	(NOT USED)
SECTION 02617	INSTALLATION AND TESTING OF PRESSURE PIPE	(NOT USED)
SECTION 02618	PIPELINE CLEANING	(NOT USED)
SECTION 02619	HORIZONTAL DIRECTIONAL DRILLING	(NOT USED)
SECTION 02619A	PIPE BURSTING OF GRAVITY SANITARY SEWER MAINS	(NOT USED)

SECTION 02620	POLYETHYLENE (HDPE) PIPE AND FITTING	(NOT USED)
SECTION 02622	POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS (AWWA SPECIFICATIONS C-900 & C-905)	(NOT USED)
SECTION 02623	POLYVINYL CHLORIDE (PVC) PIPE (GRAVITY SEWER)	(NOT USED)
SECTION 02625	FIBERGLASS MANHOLES	(NOT USED)
SECTION 02626	SANITARY SEWER GRAVITY MAIN REHABILITATION	(NOT USED)
SECTION 02627	SANITARY SEWER MANHOLE REHABILITATION	(NOT USED)
SECTION 02628	SANITARY SEWER MANHOLE AND WET WELL FIBERGLASS LINERS	(NOT USED)
SECTION 02640	VALVES AND APPURTENANCES	(NOT USED)
SECTION 02720	SANITARY SEWER BYPASS PUMPING	(NOT USED)
DIVISION 3	CONCRETE	(NOT USED)
SECTION 03200	CONCRETE REINFORCEMENT	(NOT USED)
SECTION 03300	CAST-IN-PLACE CONCRETE	(NOT USED)
SECTION 03350	CONCRETE FINISHES	(NOT USED)
SECTION 03410	PRECAST PORTLAND CONCRETE STRUCTURES	(NOT USED)
SECTION 03420	PRECAST POLYMER CONCRETE STRUCTURES	(NOT USED)
SECTION 03500	LIFT STATION SPECIFICATION	(NOT USED)
DIVISION 4	MASONRY	(NOT USED)
SECTION 04220	MASONRY	(NOT USED)
DIVISION 5	METALS	(NOT USED)
SECTION 05500	MISCELLANEOUS METAL	(NOT USED)
SECTION 05550	AIR RELEASE ENCLOSURE	(NOT USED)
SECTION 05600	METAL BUILDINGS	(NOT USED)
DIVISION 6	WOOD AND PLASTIC	(NOT USED)
SECTION 06100	ROUGH CARPENTRY	(NOT USED)
SECTION 06200	FINISH CARPENTRY	(NOT USED)
SECTION 06600	FIBERGLASS REINFORCED POLYMER (FRP) PRODUCTS AND FABRICATIONS	(NOT USED)
SECTION 06900	WEIRS, BAFFLES AND SUPPORTS	(NOT USED)
DIVISION 7	THERMAL AND MOISTURE PROTECTION	(NOT USED)
SECTION 07100	WATERPROOFING, DAMPPROOFING AND CAULKING	(NOT USED)
DIVISION 8	DOORS AND WINDOWS	(NOT USED)
SECTION 08100	METAL DOORS AND FRAMES	(NOT USED)
SECTION 08200	FIBERGLASS REINFORCED PLASTIC DOORS AND FRAMES	(NOT USED)
SECTION 08331	OVERHEAD DOORS	(NOT USED)
DIVISION 9	PAINTING	(NOT USED)
SECTION 09150	CEMENT PLASTER (STUCCO)	(NOT USED)
SECTION 09865	SURFACE PREPARATION AND SHOP PRIME PAINTING	(NOT USED)
SECTION 09900	PAINTING	(NOT USED)
SECTION 09901	ROOF COATING AND MEMBRANE SYSTEM - NOXYDE	(NOT USED)
SECTION 09970	SURFACE PROTECTION SPRAY SYSTEM	(NOT USED)
DIVISION 10	SPECIALTIES	(NOT USED)
SECTION 10520	FIRE EXTINGUISHERS	(NOT USED)
DIVISION 11	EQUIPMENT	(NOT USED)
SECTION 11210	VERTICAL TURBINE PUMPS	(NOT USED)
SECTION 11215	DIESEL BACKUP PUMP	(NOT USED)
SECTION 11225	STATIC MIXERS	(NOT USED)
DIVISION 13	SPECIAL CONSTRUCTION	(NOT USED)
SECTION 13350	LIFT STATION REHABILITATION	(NOT USED)
SECTION 13350A	WET WELL CLEANING	(NOT USED)
DIVISION 14	CONVEYING SYSTEMS	(NOT USED)
SECTION 14600	HOISTS AND CRANES	(NOT USED)

DIVISION 15	MECHANICAL	(NOT USED)
SECTION 15094	PIPE HANGERS AND SUPPORTS	(NOT USED)
SECTION 15400	PLUMBING	(NOT USED)
SECTION 15500	AIR CONDITIONING SYSTEM	(NOT USED)
SECTION 15600	FUEL PIPING	(NOT USED)
DIVISION 16	ELECTRICAL	(NOT USED)
SECTION 16050	ELECTRICAL - GENERAL PROVISIONS	(NOT USED)
SECTION 16108	MISCELLANEOUS EQUIPMENT	(NOT USED)
SECTION 16110	CONDUITS AND FITTINGS	(NOT USED)
SECTION 16120	WIRES AND CABLES	(NOT USED)
SECTION 16150	MOTORS	(NOT USED)
SECTION 16152	INVERTER DUTY MOTORS	(NOT USED)
SECTION 16160	PANELBOARDS	(NOT USED)
SECTION 16231	EMERGENCY GENERATOR SET	(NOT USED)
SECTION 16231A	PORTABLE EMERGENCY GENERATOR SET	(NOT USED)
SECTION 16370	VARIABLE FREQUENCY DRIVES	(NOT USED)
SECTION 16450	GROUNDING	(NOT USED)
SECTION 16921	480 VOLT MOTOR CONTROL CENTER	(NOT USED)
APPENDIX		(NOT USED)

SECTION 99999 SUPPLEMENTAL SPECIFICATIONS

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This specification includes by reference the Manatee County Public Works Standards, Part I Utilities Standards Manual approved February 25, 2020.

All items and/or materials furnished and installed shall conform to the Manatee County Approved Products List. All items listed in the submittal requirements under each section shall be required to be submitted for review and/or acceptance.

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 DEP permit, which may 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 and equipment 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 AND EQUIPMENT

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.

Any two or more pieces or material or equipment of the same kind, type or classification, and being used for identical types of services, shall be made by the same manufacturer.

B. Delivery

The Contractor shall deliver materials in ample quantities to insure 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.

C. Tools and Accessories

The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

Spare parts shall be furnished as specified.

Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rating data.

D. Installation of Equipment.

The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans, unless directed otherwise by the County during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.

The Contractor shall furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the County and made of ample size and strength for the purpose intended. Substantial templates and working drawings for installation shall be furnished.

The Contractor shall furnish all materials and labor for, and shall properly bed in non-shrink grout, each piece of equipment on its supporting base that rests on masonry foundations.

Grout shall completely fill the space between the equipment base and the foundation. All metal surfaces coming in contact with concrete or grout shall receive a coat of coal tar epoxy equal to Koppers 300M or provide a 1/32-inch neoprene gasket between the metal surface and the concrete or grout.

E. Service of Manufacturer's Engineer

The Contract prices for equipment shall include the cost of furnishing (as required by equipment specifications sections) a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test and place in operation the equipment in conformity with the Contract Documents. After the equipment is placed in permanent operation by the County, such engineer or superintendent shall make all adjustments and tests required by the County to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the County in the proper operation and maintenance of such equipment.

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 or equipment.

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

Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the County formally takes over the operation thereof.

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.

The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor and such costs shall be deemed to be included in the Contract price.

Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the County for compliance. The Contractor shall reimburse the County for the expenditures incurred in making such tests on materials and equipment which are rejected for non-compliance.

C. Inspections of Materials

The Contractor shall give notice in writing to the County, at least two weeks in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the County will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or he will notify the

Contractor that inspection will be waived. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture

When inspection is waived or when the County so requires, the Contractor shall furnish to him authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

E. Shop Tests of Operating Equipment

Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents. No such equipment shall be shipped to the work until the County notifies the Contractor, in writing, that the results of such tests are acceptable.

The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

F. Preliminary Field Tests

As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make preliminary field tests of equipment. If the preliminary field tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to the acceptance tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the preliminary field tests as applicable.

G. Final Field Tests

Upon completion of the work and prior to final payment, all equipment and piping installed under this Contract shall be subjected to acceptance tests as specified or required to prove compliance with the Contract Documents.

The Contractor shall furnish labor, fuel, energy, water and all other materials, equipment and instruments necessary for all acceptance tests, at no additional cost to the County. The Supplier shall assist in the final field tests as applicable.

H. Failure of Tests

Any defects in the materials and equipment 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 and equipment, when tested, shall again fail to meet the guarantees of specified requirements, the County, notwithstanding its partial payment for

work, and materials and equipment, may reject the materials and equipment and may order the Contractor to remove them from the site at his own expense.

In case the County rejects any materials and equipment, then the Contractor shall replace the rejected materials and equipment 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 equipment, 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. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. 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 or plant 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

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.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

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 for the agreement consists of constructing an expansion to the existing Stage II Landfill Gas Collection and Control System (GCCS) at the Manatee County Lena Road Landfill located in Manatee County, Florida referred to as Stage II Phase II GCCS Expansion (Project). The work to be performed by the Contractor consists of, but is not limited to, furnishing all labor, materials, equipment, tools, transportation, incidentals and operations, and performing all work necessary to complete the Project in accordance with the Contract Drawings and Technical Specifications.

The work for the Project includes, but is not limited to, construction staking/system layout, surveying, excavation, waste relocation to the active face, installing below grade high-density polyethylene (HDPE) landfill gas (LFG) header and lateral piping, installing below grade HDPE condensate (dewatering) and air supply lines, installing LFG system appurtenances including wellheads, valves, fittings and related appurtenances, installing condensate sump with pump, installing dewatering and air supply line extensions and closed stub-ups on selected gas extraction wells, testing of new pneumatic pump at condensate sump, abandonment of selected gas extraction wells, modifications to existing (selected) pre-cast leachate manholes, connection of the proposed Stage II Phase II GCCS to the existing GCCS (above and below grade) or existing leachate collection manholes, system start-up and testing, grading, sodding, and restoring site conditions, conformance surveying, and as-built documentation (record survey drawings), and all related work in accordance with the Contract Drawings and Technical Specifications.

- 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

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.

1.04 COUNTY OCCUPANCY (NOT USED)

1.05 COUNTY OCCUPANCY (NOT USED)

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

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

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

1.03 WORK LOCATIONS

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

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

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

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.
- C. Further, the Contractor shall take all necessary precautions to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the County.

1.15 CONSTRUCTION WITHIN RIGHT-OF-WAY

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 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

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.

Make no changes or relocations without prior written notice to County.

Report to County when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

Require surveyor to replace project control points which may be lost or destroyed.

Establish replacements based on original survey control.

1.04 PROJECT SURVEY REQUIREMENTS

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

1.05 RECORDS

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 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

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

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

1.04 MEASUREMENT STANDARDS

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

1.05 AREA MEASUREMENTS

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

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

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.

BID ITEM NO.1: MOBILIZATION/DEMobilIZATION (LUMP SUM)

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 5 percent (5%) of the total Contract cost unless the Contractor can prove to the County that his actual mobilization cost exceeds 5 percent (5%).

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: PROJECT SURVEY (LUMP SUM)

Measurement for the work specified will not be measured for payment. All items and work shall be based on indicated schedule and included in the agreement lump sum price.

Payment for Survey will be made at the agreement Lump Sum, which price and payment shall be full compensation for Survey in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer based on the schedule below. Payment shall be full compensation for the preparatory work, establishing construction controls, baseline surveys, location of utilities, stakeout of elevation and positional information required to complete construction, record keeping, and obtaining all survey information required to compile Record Drawings. Record Drawings must be signed and sealed by a Florida registered Surveyor.

Survey Item Listed in Section 01500 Site Conditions Survey	Allowable Percent of the Lump Sum Price for the Item (Cumulative)
Preconstruction Survey	25
LFG System Survey	50
Final Survey	80
Record Drawings	100

The following defines complete documents for the surveys notated above:

1. **Preconstruction Survey** - The Preconstruction Survey shall include the existing conditions within the limits of construction of the Project. The survey shall note all above grade structures, piping, stormwater features, etc. which may or will be impacted by the work and shall include the areal extent of existing sod that must be removed. The Preconstruction Survey shall include proposed alignment of LFG header and lateral pipes, proposed location of condensate sumps and isolation valves, proposed location for connections to existing GCCS, existing utility crossings, and any other improvement as part of the Stage II, Phase II GCCS Expansion.
2. **LFG System Survey** - Following completion of the Preconstruction Survey, and as the Stage II, Phase II GCCS Expansion progresses, the Contractor shall submit a LFG System Survey to the Engineer for review in order to verify location of improvements made as part of the Stage II, Phase II GCCS Expansion. The LFG System Survey will include, but not limited to, LFG header and lateral pipes, condensate sumps and isolation valves, connections to existing GCCS, slopes and grades, blind flanges for future expansions. This survey must be submitted and approved by the Engineer to ensure compliance with the Contract Documents.
3. **Final Survey** - The Final Survey will include all features of the Project installed and all existing features within the limits of construction. The survey will include, but not

limited to, the Stage II, Phase II GCCS Expansion, above ground structures, piping, sod and/or seeding limits, and all other features related to the Project.

4. **Record Drawings** - The Contractor shall, throughout the Project, maintain a redline set of Construction Drawings noting deviations or actual installed conditions. As part of Final Completion, the Contractor must submit a complete set of Record Drawings based on the red lines maintained throughout the Project, which identify the actual constructed conditions. These Record Drawings shall use the Contract Drawings as a base and show changes by cloud and strikethrough in electronic format (AutoCAD r18 or later version). The Record Drawings shall incorporate the surveys listed above and any other changes made to the Project components into the set in order to create a single Record Drawings set for the Project. Draft Record Drawings, in both hardcopy and AutoCAD format in accordance with the Technical Specifications, must be submitted to the Owner and Engineer for review in order to grant Substantial Completion. Final Completion cannot be granted until the certified Record Drawings (hardcopy and AutoCAD format) signed and sealed by a Surveyor is submitted to and approved by the Engineer.
5. **Partial Surveys of Work** - It is understood the Contractor may elect to construct the Project at different time intervals and survey sections separately. Partial surveys must be submitted to the Engineer to determine the section the Contractor is requesting to continue working in meets the design requirements. The Contractor may not continue work until the partial survey is approved by the Engineer. Partial surveys are not required to be signed and sealed at the time of submittal, however, the partial surveys used to compile the complete survey for each of the surveys listed above, must not deviate from the partial survey submitted and the complete survey must be certified for submittal. Payment for surveys will not be made until the complete, certified survey is submitted and approved. However, partial surveys may be used for payment of work items such as soil and piping upon review, agreement, and approval by the Owner, Engineer, and CQA.

BID ITEM NO.3: LFG WELLHEADS - NEW AND INSTALLED (EACH)

Measurement for the work specified in this Bid Item will be based on Each LFG Wellhead installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this Bid Item will be on an Each basis for actual quantity of installed and accepted LFG Wellheads. This item shall include new QED type orifice plate wellheads with fine tune control valve and all required connections, QED well caps, Solarguard flex hose, steel clamps, fittings, UV-resistant identification labels, monitoring/sample port covers, high liquid level indicator, and HDPE reducers; and shall constitute full compensation for all material, labor, equipment, and all other incidentals associated with the work under this Bid Item.

BID ITEM NO.4 - 18-inch HEADER ISOLATION VALVE - (EACH)

Measurement for the work specified in this Bid Item will be based on Each 18-inch header isolation valve installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this item will be at the contract unit price per installed unit, including excavation, transportation of excavated refuse to the working face, backfilling, flanges, valves, valve stem

extension controls, fittings, valve spacers, piping installation and connections, monitoring ports, flexible hoses, and related component, identification markings, testing, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.5 - 2-inch AIR SUPPLY LINE ISOLATION VALVE (EACH)

Measurement for the work specified in this Bid Item will be based on Each 2-inch air supply isolation valve installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this item will be at the contract unit price per installed unit, including excavation, transportation of excavated refuse to the working face, backfill, valves, fittings, spacers, piping installation and connections, composite pipe supports, and related component, identification markings, testing, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.6 - 4-inch CONDENSATE (DISCHARGE) ISOLATION VALVE (EACH)

Measurement for the work specified in this Bid Item will be based on Each 4-inch condensate (discharge) isolation valve installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this item will be at the contract unit price per installed unit, including excavation, transportation of excavated refuse to the working face, backfill, valves, fittings, spacers, piping installation and connections, composite pipe supports, and related component, identification markings, testing, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.7 - 4-inch CONDENSATE (DISCHARGE) DUAL CLEANOUT (EACH)

Measurement for the work specified in this Bid Item will be based on Each 4-inch condensate (discharge) dual cleanout installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this item will be at the contract unit price per installed unit, including excavation, transportation of excavated refuse to the working face, backfill, fittings, bolted flanges, pressure gauge, installation and connections, testing, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.8 - 18-INCH HEADER ACCESS RISER (EACH)

Measurement for the work specified in this Bid Item will be based on Each 18-inch Header Access Riser installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this item will be at the contract unit price per installed 18-inch header access risers, including completed access riser, fittings, piping, blind flange with neoprene gaskets, connections to header line, identification markings, monitoring/access ports, camlock access, tubing for LFG sampling, testing, stainless steel hardware, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.9 - CONNECTION TO EXISTING GCCS (FLANGED / CAPPED) (EACH)

Measurement for the work specified in this Bid Item will be based on Connection to Existing GCCS at the east side of Stage II for the 18-inch Header (flanged), 4-inch Condensate (dewatering) (butt fusion), and 2-inch Air Supply (butt fusion) and installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this item shall be at the contract unit price per complete connection. Payment includes excavation, exposing existing 18-inch blind flange, 4-inch condensate cap, 2-inch air supply cap, transportation of excavated refuse to the working face, tie-ins to existing 18-inch Header pipe (flanged), 4-inch condensate (butt fusion), and 2-inch air supply line (butt fusion), bedding, clean soil backfill, backfilling, flange connection wrapping, soil compaction, fittings, piping, connections, stainless steel hardware, pipe location markings, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.10: 18-inch DIAMETER HDPE SDR 17 LANDFILL GAS HEADER PIPE (LINEAR FEET)

Measurement for the work specified in this Bid Item will be based on the Linear Feet of 18-inch Diameter HDPE SDR 17 Landfill Gas Header Pipe (and tees/sections for future laterals) installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer, wherein measurement will be made in plan view from the LFG System Survey.

Payment for this Bid Item will be on a Linear Feet basis for actual quantity of installed and accepted 18-inch Diameter HDPE SDR 17 Landfill Gas Header Pipe (and tees/sections for future laterals) at the Unit Price per Linear Feet times the actual quantity of work. Payment shall constitute full compensation for all associated costs including piping, welding, excavation, waste relocation to working face or location as directed by the Owner, placing pipe in trench, testing, backfilling, materials, fittings, couplings, pipe location markings, survey, tees/sections for future laterals, blind flanges for future header and lateral pipe expansions, flange connection wrapping, equipment, labor and all other incidentals associated with the work under this Bid Item.

BID ITEM NO.11: 8-inch DIAMETER HDPE SDR 17 LANDFILL GAS LATERAL PIPE

Measurement for the work specified in this Bid Item will be based on the Linear Feet of 8-inch Diameter HDPE SDR 17 Landfill Gas Lateral Pipe installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer, wherein measurement will be made in plan view from the LFG System Survey.

Payment for this Bid Item will be on a Linear Feet basis for actual quantity of installed and accepted 8-inch Diameter HDPE SDR 17 Landfill Gas Lateral Pipe at the Unit Price per Linear Feet times the actual quantity of work. Payment shall constitute full compensation for all

associated costs including piping, welding, excavation, waste relocation to working face or location as directed by the Owner, placing pipe in trench, soil backfilling, materials, fittings, couplings, connections to the new 18-inch HDPE header piping, stub-ups, pipe location markings, survey, equipment, labor and all other incidentals associated with the work under this Bid Item.

BID ITEM NO.12 - 4-INCH HDPE SDR 11 CONDENSATE (DISCHARGE) PIPE IN COMMON TRENCH (LINEAR FOOT)

Measurement for the work specified in this Bid Item will be based on an installed linear foot basis of 4-inch HDPE SDR 11 Condensate (Discharge) pipe installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer, wherein measurement will be made in plan view from the LFG System Survey.

Payment for this item shall be at the contract unit price per horizontal linear foot of installed 4-inch HDPE SDR 11 Condensate (Discharge) pipe in a common trench with the air line and header or lateral pipe (as applicable). Payment includes fittings, piping, connections, pipe location markings, HDPE fusion welded caps for future expansions, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.13 - 4-INCH HDPE SDR 11 CONDENSATE (DISCHARGE) PIPE STUB UPS WITH VALVES (EACH)

Measurement for the work specified in this Bid Item will be based on each 4-inch HDPE SDR 11 Condensate (Discharge) pipe stub ups with valves installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer, wherein measurement will be made in plan view from the LFG System Survey.

Payment for this item shall be at the contract unit price per each 4-inch HDPE SDR 11 Condensate (Discharge) pipe stub ups with valves. Payment includes fittings, piping, connections, stub ups for connection at wellheads / isolation valves / connections at sumps, reducers, stainless steel valves, pipe location markings, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.14 - 4-INCH HDPE SDR 11 CONDENSATE (DISCHARGE) PIPE STUB UPS WITHOUT VALVES (EACH)

Measurement for the work specified in this Bid Item will be based on each 4-inch HDPE SDR 11 Condensate (Discharge) pipe stub ups without valves installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer, wherein measurement will be made in plan view from the LFG System Survey.

Payment for this item shall be at the contract unit price per each 4-inch HDPE SDR 11 Condensate (Discharge) pipe stub up without valves. Payment includes fittings, piping, connections, stub ups for connection at wellheads, HDPE fusion welded caps, pipe location markings, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.15 - 2-INCH HDPE SDR 9 AIR SUPPLY PIPE IN COMMON TRENCH (LINEAR FOOT)

Measurement for the work specified in this Bid Item will be based on an installed linear foot basis of 2-inch HDPE SDR 9 Air Supply pipe installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer, wherein measurement will be made in plan view from the LFG System Survey.

Payment for this item shall be at the contract unit price per horizontal linear foot of installed 2-inch HDPE SDR 9 Air Supply pipe in a common trench with the condensate (discharge) line and header or lateral pipe (as applicable). Payment includes fittings, piping, connections, pipe location markings, HDPE fusion welded caps for future expansions, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.16 - 2-INCH HDPE SDR 9 AIR SUPPLY PIPE STUB UPS WITH VALVES (EACH)

Measurement for the work specified in this Bid Item will be based on each 2-inch HDPE SDR 9 Air Supply pipe stub ups installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer, wherein measurement will be made in plan view from the LFG System Survey.

Payment for this item shall be at the contract unit price per each 2-inch HDPE SDR 9 Air Supply pipe stub ups with valves. Payment includes fittings, piping, connections, stub ups for connection at wellheads / isolation valves / connections at sumps, reducers, stainless steel valves, pipe location markings, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.17 - 2-INCH HDPE SDR 9 AIR SUPPLY PIPE STUB UPS WITHOUT VALVES (EACH)

Measurement for the work specified in this Bid Item will be based on each 2-inch HDPE SDR 9 Air Supply pipe stub ups without valves installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer, wherein measurement will be made in plan view from the LFG System Survey.

Payment for this item shall be at the contract unit price per each 2-inch HDPE SDR 9 Air Supply pipe stub up without valves. Payment includes fittings, piping, connections, stub ups for connection at wellheads, HDPE fusion welded caps, pipe location markings, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.18 - 36-INCH HDPE SDR 17 CONDENSATE SUMP WITH PUMP (EACH)

Measurement for the work specified in this Bid Item will be based on Each 36-inch HDPE SDR 17 Condensate Sump with Pump installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this item will be at the contract unit price per installed condensate sump with

pneumatic pump (along the 18-inch HDPE header alignment), including excavation, stone base support, backfilling, clean soil backfill material, fittings, sump and piping installation and connections, monitoring ports, QED bottom loading AP-4 pneumatic pump, placement and testing of the pump, pump data modules, pump discharge hoses, airlines from pump data module to pump discharge stub, data module support system, check and ball valves, connectors for air and condensate (discharge) lines, sump flanged lid with quick release cap, factory leak testing, field testing, connection to header pipe, and any other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.19 - CONCRETE MANHOLE MODIFICATIONS (EACH)

Measurement for the work specified in this Bid Item will be based on Each concrete manhole modifications installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this item will be at the contract unit price per modifications to existing leachate concrete collection manholes, including excavation around concrete manhole, protection of existing features, selective demolition of top concrete cover, removal of any demolition debris from inside concrete manhole and disposing at the working face or location as directed by the Owner, installation of new HDPE flange lid system (with or without wellhead connection), seals, bolts, washers, nuts, fittings, flexible tubing, fernco caps, installation of the LFG wellhead as applicable (wellhead paid under separate bid line item), and all other required modifications as shown on the Contract Drawings to provide for a complete sealed system, mounting, connections, quality control, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.20 - CONCRETE MANHOLE TIE-IN (EACH)

Measurement for the work specified in this Bid Item will be based on Each concrete manhole tie-in installed in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this item will be at the contract unit price per tie-in to existing leachate concrete collection manholes, including excavation around concrete manhole, protection of existing features, core drilling, removal of any demolition debris from inside concrete manhole and disposing at the working face or location as directed by the Owner, installation of either new 4-inch HDPE SDR 11 Condensate (Discharge) pipe or 8-inch HDPE SDR 11 Lateral pipe, link-seals, fittings, concrete patching, and all other required modifications as shown on the Contract Drawings to provide for a complete sealed system, quality control, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

BID ITEM NO.21 - GAS EXTRACTION WELL ABANDONMENT - WITHIN FINAL COVER LINER (EACH)

Measurement for the work specified in this Bid Item will be based on Each gas extraction well abandonment - within final cover liner and in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this Bid Item will be on each gas extraction well abandonment - within final cover liner. Payment shall constitute full compensation for all associated costs including excavation, exposing liner boots, protection of existing final cover liners (geocomposite / liner), cutting well riser pipe and liner boots below surface, relocating stainless steel clamps, wrapping connection, butt-fusion caps, testing, backfilling, materials, fittings, survey, equipment, labor, replacing any damaged existing final cover liners (geocomposite / liner) at no cost to Owner, and all other incidentals associated with the work under this Bid Item.

BID ITEM NO.22 - GAS EXTRACTION WELL ABANDONMENT - OUTSIDE FINAL COVER LINER (EACH)

Measurement for the work specified in this Bid Item will be based on Each gas extraction well abandonment - outside final cover liner and in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this Bid Item will be on each gas extraction well abandonment - outside final cover liner. Payment shall constitute full compensation for all associated costs including excavation, cutting well riser pipe below surface, butt-fusion caps, testing, backfilling, materials, fittings, survey, equipment, labor and all other incidentals associated with the work under this Bid Item. Disposal of drilling spoils (waste) will be paid under Waste Removal and Relocation.

BID ITEM NO.23 - SEEDING - TOP OF LANDFILL (SQUARE YARD)

Measurement for the work specified in this Bid Item will be on a square yard basis of seeding wherein measurement will be made in plan view from the Final Survey. The area has been estimated to include a 30-foot wide section following the alignment of the LFG air and condensate (discharge) pipes. Areas disturbed by the Contractor that are not required as part of the performance of the work, as determined by the Owner and Engineer, will not be included in the quantity of payment.

Payment for this item shall be on a square yard basis for areas which have been disturbed by the Contractor estimating a 30-foot wide section following the alignment of the LFG air and condensate (discharge) pipes along top areas of the landfill as shown on the Contract Drawings and in accordance with the Specifications. The pay item includes addition of topsoil, conditioning the topsoil with fertilizer and/or lime application, soil testing, fine grading, supplying and installing hydroseed, watering, repair of erosion, maintaining seeded areas through final acceptance of the work, and any other work necessary to produce a uniform stand of grass. No payment will be made for seeding placed outside of the limits of construction shown on the Contract Drawings without prior approval of the Engineer. Payment of seeding shall not relieve the Contractor of the need to maintain sod throughout warranty period.

BID ITEM NO.24 - SODDING - SIDE SLOPES AND SWALE (SQUARE YARD)

Measurement for the work specified in this Bid Item will be on a square yard basis of sodding wherein measurement will be made in plan view from the Final Survey. The area has been estimated to include a 30-foot wide section following the alignment of the LFG header and lateral pipes along the side slopes. Areas disturbed by the Contractor that are not required as part of the performance of the work, as determined by the Owner and Engineer, will not be included in the quantity of payment.

Payment for this item shall be on a square yard basis for areas which have been disturbed by the Contractor estimating a 30-foot wide section following the alignment of the LFG header and lateral pipes along the side slopes as shown on the Contract Drawings and in accordance with

the Specifications. The pay item includes addition of topsoil, conditioning the topsoil with fertilizer and/or lime application, soil testing, fine grading, supplying and installing sod, anchoring/netting of sod, watering, mowing, replanting, repair of erosion, maintaining areas sodded through final acceptance of the work, and any other work necessary to produce a uniform stand of grass. No payment will be made for sod placed outside of the limits of construction shown on the Contract Drawings without prior approval of the Engineer. Payment of sod shall not relieve the Contractor of the need to maintain sod throughout warranty period.

BID ITEM NO.25 - HORIZONTAL COLLECTORS HC-7 AND HC-8 MODIFICATIONS (LUMP SUM)

Measurement for the work specified in this Bid Item shall include full compensation for the required effort to complete the Horizontal Collectors HC-7 and HC-8 modifications in accordance with the Contract Documents, Technical Specifications, and accepted by the Engineer.

Payment for this item will be at the contract lump sum price per modifications to existing Horizontal Collectors HC-7 and HC-8, including excavation around HC-7 and HC-8 riser pipes, drain and containment of leachate accumulated within HC riser pipes, disposing of leachate within active face, protection of existing features, cutting riser pipes and installing new fittings to connect HC riser pipes with lateral pipes, installation of new isolation valves with flanges, valve stem, extension controls, fittings, valve spacers, and all other required modifications as shown on the Contract Drawings to provide for a complete system, mounting, connections, quality control, testing, and incidentals. At no time leachate is to be allowed to drain to stormwater swales. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

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

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

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 work 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.

See Supplemental Specifications

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>CONTRACTOR (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 both sides of all streets and the entire width of easements plus 10 feet on each side on which construction is to be performed. 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 01510 TEMPORARY AND PERMANENT UTILITIES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

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

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 no 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. One 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.

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

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

3.03 REMOVAL

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

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

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

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

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

1.02 DISPOSAL REQUIREMENTS

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. Waste from construction activities shall be disposed of at the active face of the landfill or location as directed by the County.

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 below and as mentioned in Section 1.15 and/or 1.16 Record Drawings in the Manatee County Public Works Standards, Part I Utilities Standards Manual approved February 2020.

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 ± 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 ± 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 2020 or later, or in any other CAD program compatible with AutoCad 2020 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

DIVISION 2 SITE WORK

SECTION 02064 MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

Furnish all labor, materials, equipment and incidentals required to modify, alter and/or convert existing structures as shown or specified and as required for the installation of piping, mechanical equipment and appurtenances. Existing piping and equipment shall be removed and dismantled as necessary for the performance of facility alterations in accordance with the requirements herein specified.

PART 2 PRODUCTS

- A. Epoxy mortar shall be fiberglass fiber mixed with an epoxy filler.
- B. Non-shrink grout shall be a sand-cement, non-metallic formulation, having a 28-day strength of 4,000 psi and 0.0 percent shrinkage per ASTM C1090.
- C. Liners to be installed in existing manholes and wetwells shall be spray-applied, monolithic, reinforced urethane resin. Urethane resin-based manhole liner material shall be resistant to hydrogen sulfide gas, and other common contents found in a sanitary sewer environment.
- D. Approved spray liners can be found in the Utility Approved Product List approved on Feb 2020.

PART 3 EXECUTION

3.01 GENERAL

- A. Cut, repair, reuse, excavate, demolish or otherwise remove parts of the existing structures or appurtenances, as indicated on the construction drawings, or as necessary to complete the work as required. Dispose of surplus materials resulting from the above work in an approved manner. The work shall include all necessary cutting and bending of reinforcing steel, structural steel, or miscellaneous metal work found embedded in the existing structures.
- B. Dismantle and remove all existing equipment, piping, and other appurtenances required for the completion of the work. Where called for or required, cut existing pipelines for the purpose of making connections thereto.
- C. Anchor bolts for equipment and structural steel to be removed shall be cut off one inch below the concrete surface. Surfaces shall then be refinished using non-shrink grout or epoxy mortar or as indicated on the construction drawings. Repairs to the interior surfaces of existing concrete structures in sanitary sewers shall be made with epoxy mortar. Repairs to be made on other existing concrete surfaces using non-shrink grout shall be made using a bonding agent such as Acrylbond by Concrete Producers Solutions or an equal approved by the County. Remove all dirt, curing compounds, sealers, paint, rust or other foreign material, and etch with muriatic acid solution. Flush with clean water and while still damp,

apply a coating of the bonding agent. Place the new grout patch onto the treated area immediately.

- D. At the time that a new connection is made to an existing pipeline, additional new piping, extending to and including a new valve, shall be installed. Pipe restraint devices, if required, shall also be installed as required. At the time when a new potable or reclaimed water service is installed, a pipe locator tracer wire shall be installed and connected to the tracer wire at the main.
- E. No existing structure, equipment, or appurtenance shall be shifted, cut, removed, or otherwise altered except with the express approval of and only to the extent approved by the County. All existing valve boxes, fire hydrants, air release valve cabinets, and manholes shall be relocated to meet the new finished grade elevations after construction.
- F. When removing materials or portions of existing utility pipelines or structures or when making openings in walls and partitions, take all precautions and use all necessary barriers and other protective devices so as not to damage the structures beyond the limits necessary for the new work, and not to damage the structures or contents by falling or flying debris. Unless otherwise approved by the County, saw-cutting, rotary core-boring, or line drilling will be required in removing material from existing concrete structures or pipes.
- G. Materials and equipment removed in the course of making alterations and additions shall remain the property of the County, except that items not salvageable, as determined by the County, shall be disposed of off the work site.
- H. All alterations to existing utility pipes and structures shall be done at such time and in such a manner as to comply with the approved time schedule. Before any part of the work is started, all tools, equipment, and materials shall be assembled and made ready so that the work can be completed without delays.
- I. All cutting of existing concrete or other material to provide suitable bonding to new work shall be done in a manner to meet the requirements of the respective section of these Standards covering the new work. When not covered, the work shall be carried on in the manner and to the extent directed by the County or per the construction drawings.
- J. Surfaces of seals visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.
- K. Non-shrink cementitious grout shall be used for setting wall castings, sleeves, leveling pump bases, doweling anchors into existing concrete and elsewhere as shown on the construction drawings. The surface to which grout is to be applied shall be wetted to facilitate good bonding.
- L. Where necessary or required for the purpose of making connections; cut existing pipelines in a manner to provide an approved joint. Where required, use flanges, couplings, or adapters, all as required.
- M. Provide flumes, hoses, piping, pumps and well points, and other related items to divert or provide suitable plugs, bulkheads, or other means to hold back the flow of water or other liquids, all as required in the performance of the work.
- N. Care shall be taken not to damage any part of existing buildings or foundations or outside structures.

- O. Prior to entering confined spaces in sanitary sewer structures, conduct an evaluation of the atmosphere within, in accordance with local, state, and federal regulations. Provide ventilation equipment and other equipment as required to assure safe working conditions.

3.02 CONNECTING TO EXISTING PIPING AND EQUIPMENT

The Contractor shall verify exact location, material, alignment, joint, etc. of existing piping and equipment prior to making the connections called out in the Drawings. The verifications shall be performed with adequate time to correct any potential alignment or other problems prior to the actual time of connection. A County Inspector must be present for all tie-ins for a visual inspection.

3.03 CONNECTION TO EXSTING MANHOLE

- A. Where required or as indicated on the construction drawings, make connection of new pipelines to existing manhole structures. If pipe stub-outs of the correct size and position are not available, make connections by removing a portion of the manhole wall by mechanical rotary core boring. The connection between pipe and concrete manhole shall be complete with resilient seals meeting the requirements of ASTM C923.
- B. A new channel shall be formed in the manhole base by removing and reforming or by providing new concrete to convey the new flow into the existing channel in accordance with the standard requirements for new sewer manhole structures. Flow direction shall not change by more than 90 degrees within the manhole base.
- C. Repair internal coating of existing manholes cored during connection of new sewers by applying approved coating material as listed above in accordance with the manufacturer's recommendations. If existing manhole has an internal coating other than that listed above, sandblast the interior of the existing manhole and apply an approved coating in accordance with the manufacturer's recommendations.
- D. When connecting a force main to an existing manhole, the force main termination manhole and the next two manholes downstream shall be rehabilitated and lined with a currently approved liner. If the existing manholes are lined with a non-conforming liner according to Part 2.D above, the existing liner shall be removed and replaced, unless otherwise noted on the plans or with written approval by the County.

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: vaults; duct conduit; 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.

PART 2 PRODUCTS (NOT USED)

2.01 (NOT USED)

See Supplemental Specifications

PART 3 EXECUTION

3.01 (NOT USED)

3.02 (NOT USED)

See Supplemental Specifications

END OF SECTION

SECTION 02260 FINISH GRADING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall finish grade sub-soil.

- A. The Contractor shall place, finish grade and compact top soil.

1.02 PROTECTION

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 bring sub-soil to required profiles and contour grades gradually; and blend slopes into level areas.

- C. The Contractor shall slope the structure grade a minimum of two (2) inches in ten (10) feet unless indicated otherwise on the Drawings.

- D. 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.

- E. 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. FDEP/COE Dredge and Fill Regulations and/or Permit as applicable.
- C. SWFWMD Permit Regulations and/or Permit as applicable.
- D. 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 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

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

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 99999 – SUPPLEMENTAL SPECIFICATIONS

The following sections contain supplemental specifications for the Stage II, Phase II GCCS Expansion at Lena Road Landfill. The following information was prepared for Manatee County on behalf of SCS Engineers.

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SECTION 01010 SUMMARY OF WORK

Remove Part 1.05, County Occupancy, and Part 1.06, Partial County Occupancy. Add the following Parts.

1.07 WORK BY OTHERS

- A. WORK may be conducted at the PROJECT site by other contractors during the performance of the WORK under the AGREEMENT. The CONTRACTOR shall conduct its operations to minimize interference of other contractors and shall cooperate fully with such contractors and the PROJECT representatives to provide continued safe access to perform their respective contracts and normal landfill operations.

1.08 CONTRACTOR USE OF PREMISES

- A. No later than 5 calendar days after notice-to-proceed, the CONTRACTOR shall arrange with the OWNER a sequence of procedures, means of access, space for storage of materials and equipment, and use of approaches and roadways. The CONTRACTOR'S use of the premises shall be confined to the areas approved by the OWNER.
- B. The land available for the CONTRACTOR'S use during the performance of the PROJECT will be limited to the area as shown on the CONTRACT DRAWINGS and identified as "Contractors Storage/Laydown Area." The exact area will be determined during the pre-construction meeting with the coordination of the OWNER and CONTRACTOR.
- C. Smoking is prohibited at the landfill.
- D. The CONTRACTOR shall not dispose of any refuse on site without approval of the OWNER and in accordance with Section 02400 Refuse Handling, Storage, and Disposal.
- E. Areas outside the limits of construction that have been disturbed by the CONTRACTOR shall be returned to its original condition, or better, by the CONTRACTOR upon completion of the WORK at no additional cost to the OWNER.
- F. The CONTRACTOR shall be aware of the nature of the activities at a landfill which may restrict access to portions of the site due to general landfill operations.
- G. The CONTRACTOR shall enforce safety procedures to minimize hazards to workers, the public, and the environment.

1.09 WORK HOURS

- A. CONSTRUCTION QUALITY ASSURANCE (CQA) shall be the responsibility of the OWNER and CQA CONSULTANT who will act as the OWNER'S representative. The CQA CONSULTANT is a party independent of the CONTRACTOR, and is responsible for field testing, observing, and documenting activities related to the construction and/or permit documents. The CQA CONSULTANT will provide a full-time CONSTRUCTION QUALITY ASSURANCE REPRESENTATIVE (CQAR) who will observe construction activities.

- B. Regular working hours are defined as up to 10 hours per day, Monday through Friday, beginning no earlier than 7:30 a.m. and ending no later than 5:30 p.m., excluding Saturdays and Sundays and OWNER observed Holidays.
- C. Requests for approval by the CONTRACTOR to work other than regular working hours must be submitted to the OWNER and ENGINEER at least 48 hours prior to any proposed weekend WORK, OWNER observed Holidays, or extended workweek hours.
- D. Periodic unscheduled WORK hours on weekdays or weekend will be permitted provided that 24-hour notice is provided to the OWNER and ENGINEER. Maintenance and cleanup may be performed during hours other than regular working hours.
- E. The CONTRACTOR will be responsible for reimbursing the OWNER for the CQAR for all WORK hours and expenses exceeding 10 hours per day for Monday through Friday, and WORK on observed Holidays which the CONTRACTOR works and the CQAR, CQA CONSULTANT, and/or ENGINEER are required to be present onsite or provide direction.
- F. The CONTRACTOR shall pay to the OWNER, as reimbursement of costs incurred by the OWNER, the sum of \$100 per hour and expenses for the CQAR, \$160 per hour and expenses for the CQA CONSULTANT, and \$175 per hour and expenses for the ENGINEER for each hour of WORK conducted on Saturdays and Sundays and observed Holidays which the CONTRACTOR works and the CQAR, CQA CONSULTANT, and/or ENGINEER are required to be present onsite or provide direction.
- G. At the OWNER'S option, unscheduled WORK costs may either be deducted from the CONTRACTOR'S monthly payment request or deducted from the CONTRACTOR'S retainage prior to release of final payment.

1.10 OWNER OCCUPANCY AND LANDFILL OPERATIONS

- A. The CONTRACTOR shall cooperate with the OWNER during construction operations to minimize conflicts with OWNER work and facilitate OWNER usage. The CONTRACTOR shall perform the WORK so as not to interfere with the OWNER'S operations, maintenance, environmental monitoring, and other OWNER activities at the site.

1.11 SITE CONDITIONS

- A. Existing Grades - The existing grades may vary from those indicated on the CONTRACT DRAWINGS due to landfill settlement and ongoing filling operations.
- B. Existing Features - The contours, spot elevations, and above and below ground utilities and structures shown on the CONTRACT DRAWINGS reflect the best available information regarding existing site conditions at the time the design was prepared.
- C. Preconstruction Survey - The CONTRACT DOCUMENTS require the CONTRACTOR to prepare a preconstruction survey prior to beginning WORK. Refer to Section 01500 Site Conditions Surveys.

1.12 LINES, GRADES, AND ELEVATIONS

- A. All WORK shall be done to the lines, grades, and elevations shown on the CONTRACT DRAWINGS.

- B. Topographic survey information (north, the grid, and the coordinates shown) is referenced to the West Zone of the Florida State Plane Coordinate System, NAD 83, 1999 Adjustment. Elevations are to the National Geodetic Vertical Datum of 1929 (NGVD1929). Basic horizontal and vertical control points have been established. These points shall be used as the datum for the WORK. All additional survey, layout, and measurement work shall be performed by the CONTRACTOR as a part of the WORK.
- C. The CONTRACTOR shall provide experienced instrument personnel, competent assistants, and such instruments, tools, stakes, and other materials required to complete the survey, layout, and measurement WORK. In addition, the CONTRACTOR shall furnish, without additional cost to the OWNER, competent personnel from its force and such tools, stakes, and other materials as the ENGINEER may require in establishing or designating control points, checking surveys, layout, and measurement of WORK performed by the CONTRACTOR.

1.13 REFERENCE STANDARDS

- A. Reference to the standards of any technical society, organization, or association or to codes of local or state authorities shall mean the latest effective standard, code, specification, or standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

1.14 ERRORS AND/OR OMISSIONS IN PLANS AND SPECIFICATIONS

- A. The intent of the TECHNICAL SPECIFICATIONS is to outline or indicate the items of WORK, or both, which cannot be readily shown on the CONTRACT DRAWINGS and further to indicate the types and qualities of materials. The CONTRACT DRAWINGS and TECHNICAL SPECIFICATIONS shall be considered as being complimentary and items or WORK mentioned or indicated in one and not in the other shall be included as if mentioned in both.
- B. Should the CONTRACT DRAWINGS disagree in themselves or with the TECHNICAL SPECIFICATIONS the better quality or greater quantity of WORK or materials shall be estimated upon and shall be provided.

PART 2 - PRODUCTS

This Section is Not Applicable.

PART 3 - EXECUTION

This Section is Not Applicable.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

Add the following Parts.

1.03 PROGRESS MEETINGS

- H. The ENGINEER shall schedule and conduct up to 10 progress meetings and at other times as required by progress of the WORK. The CONTRACTOR and all SUBCONTRACTORS active on the site shall be represented at each meeting. The CONTRACTOR may, at own discretion, request attendance by representatives of his SUPPLIERS, MANUFACTURERS, and other SUBCONTRACTORS.
- A. The purpose of the progress meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve problems which may develop. Corrections, additions, or deletions to the minutes shall be noted and addressed at the following meeting.
- B. The CONTRACTOR shall submit a 2 week look-ahead schedule showing all activities in progress, uncompleted, or scheduled to be worked during the 2 weeks. The 2 weeks include the current week plus the following 1 week. The 2-week schedule shall list all activities from the approved baseline schedule for WORK during the period, which are currently planned to be worked even if out of sequence, and WORK which is unfinished but scheduled to be finished.
- C. Review of construction issues or questions, material test results, test failures, retests, procedures, weather conditions, working hours, holidays, communications, minutes from previous meetings, schedules, pay applications, problems and resolutions, documentation, and other PROJECT related topics.
- D. Minutes from the progress meetings shall be prepared by the ENGINEER and distributed to all parties in attendance, in addition to an established distribution list, for PROJECT communications.

1.04 CONSTRUCTION RESOLUTION MEETINGS

- I. In some cases, construction issues or problems may arise that demand specific attention outside of the regular progress meetings and may include parties not available at regular progress meetings. Such meetings shall be held as necessary to resolve construction problems or issues in a timely manner so that WORK can proceed. To the extent possible, these meetings shall be scheduled such that the key parties are available.
- J. Minutes from the construction resolution meetings shall be prepared by the ENGINEER and distributed to all parties in attendance, in addition to an established distribution list, for PROJECT communications.

1.05 CONTRACTOR PROGRESS REPORTS

- A. A progress report shall be furnished by the CONTRACTOR to the ENGINEER with each Application for Payment. If the WORK falls behind schedule, the CONTRACTOR shall submit additional progress reports at such intervals as the ENGINEER may request.

B. Each progress report shall include sufficient narrative to describe any current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. Any WORK reported complete, but which is not readily apparent to the ENGINEER must be substantiated with satisfactory evidence.

C. Each progress report shall include a list of the activities completed with their actual start and completion dates, a list of the activities currently in progress, and the number of working days required to complete each activity.

PART 4 - PRODUCTS

This Section is Not Applicable.

PART 5 - EXECUTION

This Section is Not Applicable.

END OF SECTION

SECTION 01400 QUALITY CONTROL

Add this new Section:

PART 1 GENERAL

1.1 SITE INVESTIGATION AND CONTROL

- A. The CONTRACTOR shall verify all dimensions in the field and check field conditions continuously during construction. The CONTRACTOR shall be solely responsible for any inaccuracies built into the WORK due to the CONTRACTOR'S failure to comply with this requirement.
- B. The CONTRACTOR shall inspect related and appurtenant WORK and report in writing to the OWNER and ENGINEER any conditions which will prevent proper completion of the WORK. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR at CONTRACTOR'S sole cost and expense.

1.2 INSPECTION OF THE WORK

- A. All WORK performed by the CONTRACTOR shall be inspected by the CONTRACTOR, CQAR, ENGINEER, and OWNER and nonconforming WORK shall be noted and promptly corrected. The CONTRACTOR is responsible for the WORK conforming to the CONTRACT DOCUMENTS.
- B. The WORK shall be conducted under the general observation of the ENGINEER and is subject to inspection by representatives of the OWNER acting on behalf of the OWNER to ensure compliance with the requirements of the CONTRACT DOCUMENTS. Such inspection may include mill, plant, shop, or field inspection, as required. The ENGINEER or any inspector(s) shall be permitted access to all parts of the WORK, including plants where materials or equipment are manufactured or fabricated.
- C. The presence of the ENGINEER or CQAR, however, shall not relieve the CONTRACTOR of the responsibility for the proper execution of the WORK in accordance with all requirements of the CONTRACT DOCUMENTS. Compliance is a duty of the CONTRACTOR and said duty shall not be avoided by any act or omission on the part of the ENGINEER or CQAR. Observation of WORK later determined to be nonconforming shall not be cause or excuse for acceptance of the nonconforming WORK. The acceptance of nonconforming WORK shall be approved by the OWNER when adequate compensation is offered and it is in the OWNER'S best interest.
- D. All materials and articles furnished by the CONTRACTOR shall be subject to inspection, and no materials or articles shall be used in the WORK until they have been inspected and accepted by the ENGINEER or other designated representative. No WORK shall be backfilled, buried, cast in concrete, hidden, or otherwise covered until it has been observed. Any WORK so covered in the absence of observation shall be subject to uncovering at the CONTRACTOR'S expense. Where unobserved WORK cannot be uncovered, such as in concrete cast over reinforcing steel, all such WORK shall be subject to demolition, removal, and reconstruction under proper observation and no additional payment will be allowed to the CONTRACTOR.

1.3 TIME OF INSPECTION AND TESTS

- A. Any samples and test specimens required under these TECHNICAL SPECIFICATIONS shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. The CONTRACTOR shall furnish and prepare all required test specimens at CONTRACTOR'S own expense. Whenever the CONTRACTOR is ready to backfill, bury, cast in concrete, hide, or otherwise cover any WORK under this CONTRACT, the ENGINEER shall be notified not less than 48 hours in advance to request observation before beginning any such WORK of covering. Failure of the CONTRACTOR to notify the ENGINEER at least 48 hours in advance of any such inspections shall be reasonable cause for the ENGINEER to order a sufficient delay in the CONTRACTOR'S schedule to allow time for such inspection, any remedial, or corrective work required, and all costs of such delays, including its impact on other portions of the WORK, shall be borne by the CONTRACTOR.

1.4 SAMPLING AND TESTING

- A. When not otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered. However, the OWNER reserves the right to use any generally-accepted system of inspection which, in the opinion of the ENGINEER, will ensure the OWNER that the quality of the workmanship is in full accord with the CONTRACT DOCUMENTS.
- B. Any waiver of specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work, shall not be construed as a waiver of any technical or qualitative requirements of the CONTRACT DOCUMENTS.
- C. Notwithstanding the existence of such waiver, the ENGINEER shall reserve the right to make independent investigations and tests as specified in the following paragraph and, upon failure of any portion of the WORK to meet any of the qualitative requirements of the CONTRACT DOCUMENTS, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such WORK.
- D. In addition to any other inspection or quality assurance provisions that may be specified, the ENGINEER shall have the right to independently select, test, and analyze, at the expense of the OWNER, additional test specimens of any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests or analyses made by the CONTRACTOR to determine compliance with the applicable specifications for the materials so tested or analyzed provided that wherever any portion of the WORK is discovered, as a result of such independent testing or investigation by the ENGINEER, which fails to meet the requirements of the CONTRACT DOCUMENTS, all costs of such independent inspection and investigation and

all costs of removal, correction, reconstruction, or repair of any such WORK shall be borne by the CONTRACTOR.

1.5 RIGHT OF REJECTION

- A. The ENGINEER or designated representative, acting for the OWNER, shall have the right at all times and places to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the CONTRACT DOCUMENTS, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the WORK at the site. If the ENGINEER or designated representative, through an oversight or otherwise, has accepted materials or WORK which is defective or which is contrary to the CONTRACT DOCUMENTS, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected.
- B. The CONTRACTOR shall promptly remove or replace rejected articles or materials from the site of the WORK after notification of rejection.
- C. All costs of removal and replacement of rejected articles or materials, as specified herein, shall be borne by the CONTRACTOR.
- D. Failure to promptly remove and replace rejected WORK shall be considered a breach of the TECHNICAL SPECIFICATIONS and the OWNER may after 7 calendar days notice, terminate the CONTRACTOR'S right to proceed with the affected WORK and remove and replace the WORK and issue a back charge to cover the cost of the WORK.

PART 2 - PRODUCTS

This Section is Not Applicable.

PART 3 - EXECUTION

3.1 QUALITY CONTROL PLAN

- A. The CONTRACTOR shall prepare and submit a Construction Quality Control (CQC) Plan to the ENGINEER for the WORK contained in the CONTRACT DOCUMENTS prior to beginning WORK. The CQC Plan will indicate the actions, documentation, and responsible party or parties that will assure compliance with the TECHNICAL SPECIFICATIONS and CONTRACT DOCUMENTS and quality requirements for inspections and testing that must be implemented. The CQC Plan will contain a checklist of QC related activities applicable to various construction activities for scheduling and implementation purposes.

END OF SECTION

SECTION 01500 SITE CONDITIONS SURVEY

Add this new Section:

PART 1 GENERAL

1.1 SUMMARY

- A. The CONTRACTOR shall perform, or obtain other professional subcontractors to complete surveys that meet the minimum standards of Chapter 61-G17 of the Florida Administrative Code (FAC), to document elevations, grades, locations, maintain survey control during construction, and perform related field engineering as specified in the CONTRACT DOCUMENTS.
- B. Throughout this Section, all references to "SURVEYOR" shall mean a professional land surveyor licensed in the State of Florida.

1.2 SURVEY REFERENCE POINTS

- A. The CONTRACTOR shall locate survey reference points prior to starting WORK and the CONTRACTOR shall protect and preserve all permanent survey reference points during construction.
 - 1. The CONTRACTOR shall make no changes or relocate any survey reference point without prior written notice to the ENGINEER.
 - 2. The CONTRACTOR shall report to the ENGINEER when any survey reference point is lost, destroyed, or requires relocation because of necessary changes in grades or locations.
 - 3. The CONTRACTOR, at no additional cost to the OWNER, shall replace and re-survey reference points that have been lost or destroyed. The replaced survey reference point shall be surveyed by a SURVEYOR. Replacement will be based on original survey control.
- A. Prior to any WORK, the CONTRACTOR shall immediately notify the ENGINEER and OWNER of any discrepancies with the survey reference points from the coordinates and elevations provided.

1.3 Record Drawings (AS-BUILT DRAWINGS)

- A. All survey record documents, submitted to the ENGINEER for progress review, do not require the signature and seal of a SURVEYOR; however, final Record Drawings shall be signed and sealed by a SURVEYOR.
- B. Submitted record documents shall include the following:
 - 1. As stages of the WORK are completed, the CONTRACTOR will submit surveys, signed and sealed by a SURVEYOR. The Record Drawings information shall be submitted on 24 inch by 36 inch sheets, as well as AutoCAD Drawing files (compatible with (AutoCAD r18 or later version) on universal serial bus drive (USB). The CONTRACTOR will submit 4 original signed and sealed hard copies by a SURVEYOR and 2 USBs with the AutoCAD drawing files, shall be submitted.

2. AutoCAD Drawing File Requirements - Contour lines shall be continuous, unbroken polylines with a width of zero and an elevation (z-coordinate) assigned according to the elevation of the contour line. All spot elevations shall have horizontal controls with vertical z-coordinates. Contours shall be at one-foot intervals, with index contours at every fifth interval. Objects in the Record Drawings shall be drawn to scale. Unless otherwise stated, all surveys shall be at a scale of 1" = 50'.
 3. Survey information (north, the grid, and the coordinates) is referenced to the West Zone of the Florida State Plane Coordinate System, NAD 83, 1999 Adjustment. The elevations are to the National Geodetic Vertical Datum of 1929 (NGVD1929).
 4. All Record Drawings shall have survey control monuments shown for the purposes of orientation, both horizontally and vertically.
 5. If multiple sheets are required for the Record Drawings, each sheet shall include match lines as required.
- C. The CONTRACTOR understands and agrees that existing elevations and contours shown on the CONTRACT DRAWINGS are solely for the ENGINEER'S information. Actual quantities of soils and other materials required to complete the WORK are the CONTRACTOR'S responsibility. The CONTRACTOR shall determine existing elevations for the purpose of conducting the WORK as required by the CONTRACT DOCUMENTS. The CONTRACTOR is responsible to notify the OWNER and ENGINEER in writing of any and all discrepancies prior to beginning WORK.

1.4 SUBMITTALS

- A. The CONTRACTOR shall submit the name and address of the SURVEYOR to the ENGINEER prior to any WORK for record purposes only.
- D. The CONTRACTOR shall submit documentation signed by the SURVEYOR that elevations and locations of improvements are in conformance with the CONTRACT DOCUMENTS, or if not in conformance, certify as to variances from the CONTRACT DOCUMENTS.
- E. The CONTRACTOR shall provide and submit to the ENGINEER for approval, signed and sealed drawings representing the horizontal and vertical limits, as follows:
 1. **Preconstruction Survey** - Prior to performing any earthwork, a Preconstruction Survey of the site must be provided to the ENGINEER for review and approval. The Preconstruction Survey shall include:
 - a. Survey of the existing conditions within the limits of construction of the PROJECT and 50 feet beyond the limits of construction.
 - b. The Preconstruction Survey shall be collected on a 50 foot by 50 foot grid, at a minimum, and note all above grade structures, piping, and stormwater features which may or will be impacted by the WORK and shall include the areal extent of existing sod that must be removed in order to enable the WORK to proceed.
 - c. The Preconstruction Survey shall also include proposed alignment of LFG header and lateral pipes and horizontal collectors, proposed location for connection to existing GCCS, proposed location of condensate sumps, existing pre-cast manholes, and any other

improvement as part of the Stage II, Phase II GCCS Expansion.

2. **LFG System Survey** - Following completion of the Preconstruction Survey, and as the Stage II, Phase II GCCS Expansion progresses, the CONTRACTOR shall submit a LFG System Survey to the ENGINEER for review in order to verify location of improvements made as part of the Stage II, Phase II GCCS Expansion. The LFG System Survey will include, but not limited to, LFG header and lateral pipes, horizontal collectors, condensate sumps, connections to existing GCCS, slopes and grades. This survey must be submitted and approved by the ENGINEER to ensure compliance with the CONTRACT DOCUMENTS.
3. **Final Survey** - The Final Survey will include, but is not limited to, the following:
 - a. All features of the PROJECT installed and all existing features within the limits of construction.
 - b. Above ground structures, piping, sod and/or seeding limits, and all other features related to the PROJECT.
 - c. Pipe invert elevations and locations shall be noted, at a minimum, every 50 linear feet along each pipe and at each change in pipe size, type, direction, tie-ins, risers, and elevation. For pipe runs of 100 linear feet or less, the pipe shall be located a minimum of every 20 feet
 - d. LFG pipe route survey including coordinates and elevations of surveyed top of LFG pipe, fittings, tie-ins, appurtenances, length of pipe segments, pipe slope between each surveyed station, and ground surface elevation. Each pipe segment shall be given a unique description. Pipe route survey data shall be provided in tabular format. Example formant depicted in the table on the next page.
 - e. LFG pipe profiles for lateral pipes. Profiles shall include pipe diameter, slope, grade breaks, section view of ground surface along pipe segment, location and description of existing utilities encountered, location and description of tie-ins, fittings, pipe crossings, and vertical and horizontal scale bar.

STATION	GRID COORDINATES		Surveyed Top of Pipe (ft)	Ground Elev. (ft)	Header Depth (ft)	Header Slope	Const. Notes and Fittings	Pipe Info.
	(north)	(east)						
Line F-F 0+00	5078.45	22997.65	1235.58	1239.66	3.8	-2.13%	Sta 0+02 Line E-E' 12"x4" Branch Saddle	31 ft of 4" Dia HDPE at 2.13%
0+04	50704.56	22997.42	1235.74	1240.40	4.47		Begin 8" CMP Road Casing	
0+26	50694.44	22977.80	1235.28	1239.09	3.8		End 8" CMP Road Casing	
0+31	50712.65	22981.02	1235.17	123.54	3.4		Sta 1+28 C-C' 4" Tee and Riser	
Lateral to EW-A								
0+00	50601.26	23272.90	1274.62	1278.90	4.3	2.00%	Sta 2+00 Line A-A' 6"x4" Branch Saddle	5 ft of 4" Dia HDPE at 2.00%
0+05	50606.27	23271.25	1274.72	1278.66	3.9		Well EW-A	
Lateral to EW-B								
0+00	50591.22	23078.87	1264.31	1268.29	4.0	2.00%	Sta 4+00 Line A-A' 6"x4" Branch Saddle	5 ft of 4" Dia HDPE at 2.00%
0+05	50595.82	23081.00	1264.41	1268.86	4.5		Well EW-B	

F. **Record Drawings** - The CONTRACTOR shall submit to the ENGINEER, for review and approval, signed and sealed Record Drawings for all WORK (to include any areas outside the limits of WORK disturbed by the CONTRACTOR) as follows:

1. The CONTRACTOR shall, throughout the PROJECT, maintain a redline set of CONSTRUCTION DRAWINGS noting deviations or actual installed conditions for the PROJECT.
2. As part of Final Completion, the CONTRACTOR must submit a complete set of 24 inch by 36 inch sheet Record Drawings based on the redlines maintained throughout the PROJECT which identify the actual constructed conditions. Record Drawings shall use the CONTRACT DRAWINGS as a base and show changes by cloud and strikethrough in electronic format (AutoCAD r18 or later version). These Record Drawings shall incorporate the surveys listed above and any other changes made to the PROJECT into the set in order to create a single Record Drawings set for the PROJECT.
3. The CONTRACTOR shall submit 2 draft copies of the completed Record Drawings, in both hardcopy and AutoCAD format, for review at Substantial Completion.

4. The CONTRACTOR shall submit 4 signed and sealed certified sets of final approved by the ENGINEER Record Drawings and AutoCAD files shall be submitted for final acceptance.
 5. Substantial Completion cannot be granted until a draft set of Record Drawings in both hardcopy and AutoCAD file formats are submitted to the OWNER and ENGINEER for review.
 6. Final Completion cannot be granted until the Record Drawings signed and sealed by a SURVEYOR and AutoCAD files are submitted to and approved by the OWNER and ENGINEER.
- G. **Partial Surveys** - It is understood the CONTRACTOR may elect to construct the PROJECT at different time intervals and survey each section separately. Partial Surveys must be submitted to the ENGINEER to determine the section the CONTRACTOR is requesting to continue working in meets the design requirements. The CONTRACTOR may not continue WORK until the Partial Surveys are approved. Partial Surveys are not required to be signed and sealed at the time of submittal, however, the surveys used to compile the complete survey must not deviate from the Partial Surveys submitted and the complete survey must be certified for submittal. Payment for surveys will not be made until the complete, certified survey is submitted and approved. However, Partial Surveys may be used for payment of WORK items upon review, agreement, and approval by the OWNER and ENGINEER.

PART 2 - PRODUCTS

This Section is Not Applicable.

PART 3 - EXECUTION

3.1 CONTRACTOR RESPONSIBILITIES

- H. The CONTRACTOR shall retain the services of a SURVEYOR to identify existing control points and maintain survey control during WORK.
- I. The CONTRACTOR shall identify all survey reference points.
- J. The CONTRACTOR shall provide civil, structural, or other professional engineering services specified or required to execute the CONTRACTOR'S construction methods.
- K. The CONTRACTOR shall be responsible for the preservation of all benchmarks, stakes, and marks. If any benchmarks, stakes, or marks are disturbed by the CONTRACTOR, the CONTRACTOR shall not proceed with any WORK until such points, marks, lines, and elevations as may be necessary for the WORK have been established.
- L. The accuracy of any method of staking shall be the responsibility of the CONTRACTOR. All engineering for vertical and horizontal control shall be the responsibility of the CONTRACTOR.
- M. The surveyors shall maintain a complete, accurate log of all control and survey WORK as it progresses. This log shall be available for periodic review by the ENGINEER.
- N. Grades, elevations, and locations will be required periodically during the prosecution of the WORK. The CONTRACTOR'S SURVEYOR will provide as-built notes and Record Drawings when construction is completed.

- O. All topographic surveys shall meet the minimum standards of Chapter 61-G17 of the Florida Administrative Code. Surveys shall include (but are not limited to) grading, elevations, structure locations, pipe inverts, piping, and other permanent structures as needed on a 50 foot by 50 foot grid.
- P. The elevation and grades shall be within an accuracy of 0.2 feet vertical and 0.5 feet horizontal as shown in the CONTRACT DOCUMENTS. Unless otherwise stated, all surveys shall be at a scale of 1" = 50', with contours at one-foot intervals.
- Q. For thickness verifications, **NO MINOR TOLERANCES ARE ACCEPTABLE**. The thicknesses indicated on the CONTRACT DRAWINGS are minimum thickness and **CANNOT** be less than the dimensions shown on the CONTRACT DRAWINGS.

END OF SECTION

SECTION 01800

HEALTH AND SAFETY REQUIREMENTS

Add this new Section:

PART 1 - GENERAL

1.1 GENERAL

- A. The CONTRACTOR shall comply with all federal, state, and local safety codes, ordinances, and regulations, including the requirements of the United States Occupational Safety and Health Administration (OSHA), and other such safety measures as may be required by the above-mentioned regulatory agencies as required for WORK being performed.
- B. The CONTRACTOR shall comply with the requirements of 29 CFR 1910.132 for worker personal protection equipment requirements.
- C. The CONTRACTOR shall review and comply with the safety information and requirements presented in "A Compilation of Landfill Gas Field Practices and Procedures" prepared by the Landfill Gas Division of the Solid Waste Association of North America (SWANA) dated October 2021.
- D. All WORK shall be performed in strict accordance with the CONTRACTOR'S Health and Safety Plan, as described below in this Section.
- E. The CONTRACTOR is advised that decomposing refuse produces landfill gas (LFG) which is approximately 50 percent methane by volume. LFG is colorless, can be odorless or odorous, may contain hydrogen sulfide, is combustible, and may contain no oxygen. Landfill gas can also migrate through soil on or near the landfill. The CONTRACTOR is therefore advised of the need for precautions against fire, explosion, and asphyxiation when working in or near excavations which are in or near refuse fill areas.
- F. The CONTRACTOR will use a Health and Safety Officer for construction oversight that is currently trained in accordance with OSHA regulations 29 CFR 1910.120. The Health and Safety Officer must have completed the 8-hour Management and Supervisor Training, 40-hour Health and Safety Training course and necessary refresher courses, and Medical Monitoring. Copies of current training certificates will be provided to the ENGINEER for the Health and Safety Officer prior to the start of the WORK. The Health and Safety Officer shall be on-site during all intrusive activities and shall inspect ongoing activities on a daily basis. The Health and Safety Officer shall conduct a weekly site safety meeting for all on-site personnel.
- G. No smoking will be allowed on the landfill or WORK areas within the landfill property.
- H. Actions that potentially endanger workers should be stopped immediately and brought to the OWNER or ENGINEER'S attention. Health and Safety for the CONTRACTOR'S and subcontractor's forces is the responsibility of the CONTRACTOR.

1.2 DESCRIPTION OF HEALTH AND SAFETY PLAN

- A. The CONTRACTOR shall submit a Health and Safety Plan to the ENGINEER. The Health and Safety

Plan shall include descriptions of the methods, equipment and safety procedures to be used during construction activities, including excavating, trenching, backfilling, and other construction activities. In preparing the Health and Safety Plan, the CONTRACTOR shall consider the various materials such as municipal solid waste (MSW), industrial waste, solvents, petroleum hydrocarbons, caustics, animal carcasses, asbestos, etc. that may be encountered while conducting all operations necessary to complete the WORK.

- B. At a minimum, the Health and Safety Plan shall address the following:
1. Organizational Structure - To include general supervision, Health and Safety officer, lines of authority, and responsibility and communication. The Health and Safety Officer shall be a worker who will be present at all times during site construction, in addition to his/her other site duties.
 2. Comprehensive Work Plan - To include the work tasks and objectives, resources needed, and training requirements for workers (health and safety, machine operations license, etc.). This shall also include a section on safety procedures to be followed for excavation and well drilling.
 3. Asbestos Work Plan - To include approach for workers to excavation and in environments possibly containing asbestos material. Plan shall include the WORK tasks and objective and resources needed.
 4. Health and Safety - To include identification of possible site hazards, training levels for each category of site workers, personal protective equipment and medical surveillance needed, site control measures, and confined space entry procedures.
 5. Emergency Response Plans - To include all emergency telephone numbers, a highlighted map showing the quickest route to the nearest emergency care facility, and directions to such facility.
 6. Air/Gas Monitoring Procedures - To include frequency and type of air/gas monitoring of exposed refuse and site worker areas, calibration of air/gas monitoring equipment, and action levels of air/gas contaminants for site worker protection. All equipment calibration and field gas measurements shall be recorded with the date and time of sample, and the sampler's name. Sampling shall be done by a CONTRACTOR worker trained in the use of the gas sampling equipment. These trained workers shall be designated in the CONTRACTOR'S Plan.
 7. Respiratory Protection Program - To include written documentation of the CONTRACTOR'S respiratory program.
 8. A signature page for all site workers covered by the Plan (CONTRACTOR and SUBCONTRACTOR site workers).
- C. In addition to addressing issues related to activities associated with construction activities in landfills, the Health and Safety Plan shall address issues including trench safety, operations adjacent to heavy equipment, traffic safety, first aid, heat stress and environmental monitoring, site security (including security of open excavations), and other PROJECT specific topics.
- D. The review of the Health and Safety Plan by the ENGINEER shall be for method and content only, and to inform the ENGINEER of the health and safety procedures which must be followed by the ENGINEER and OWNER. The CONTRACTOR shall retain responsibility and liability for the application, adequacy and safety of the methods and monitoring. However, the WORK shall not begin until the Health and Safety Plan has been submitted and reviewed by the ENGINEER.

- E. The CONTRACTOR'S duties and responsibilities for safety in connection with the WORK shall continue until such a time WORK is complete and the OWNER has released CONTRACTOR from WORK.

1.3 SAFETY EQUIPMENT

- A. At a minimum, the CONTRACTOR shall have the following equipment on site:
 - 1. Hard hats, work gloves, reflective work vests and safety-toe shoes for all personnel, and 4 Gas Meters.
 - 2. First aid kit.
 - 3. Fire extinguishers, two 50-pound dry chemical type.

1.4 SUBMITTALS

- A. The CONTRACTOR shall submit 1 copy of the site-specific Health and Safety Plan to the ENGINEER at the preconstruction meeting. The ENGINEER will review the plan for information purposes only. It is the CONTRACTOR'S responsibility to prepare and implement a Health and Safety Plan appropriate for the WORK to be conducted at the landfill.

1.5 GENERAL SAFETY REQUIREMENTS

- A. One person, to be present at all times during the construction, shall be designated to assure observance of the safety procedures. This person shall be trained in the use of all of the recommended safety equipment.
- B. Smoking or open flame shall be prohibited on the landfill property.
- C. No worker shall be allowed to work alone at any time in or immediately near an excavation and/or construction area. Another worker shall be present outside the area possibly affected by LFG.
- D. Site operations will take place in conditions of adequate light only.
- E. Areas of open refuse (i.e., excavations and trenches) will be monitored for combustible gases, methane, volatile organics, hydrogen sulfide and oxygen through the use of field gas meters or Drager-type colorimetric tubes. Respiratory protection for acid gases and organic vapors will be used by the worker while monitoring gas levels. Appropriate respiratory protection will be taken by other workers as necessary.
- F. No workers will be allowed in any trench or excavation while excavation of the area is in progress. Entry into the excavation shall be made only after the CONTRACTOR has monitored the air in the excavation and determined the appropriate level of personal protection required for entry into the excavation. Site workers in excavations must be supervised at all times.
- G. Site workers will limit their dermal exposure to excavated refuse. Minimal skin protection includes safety-toe boots, long pants, long-sleeved shirts, safety glasses, and rubber gloves to be used when handling refuse.

- H. All heat or torch welding or joining with solvents should take place in areas away from exposed refuse when possible. When WORK must take place in an excavation, appropriate ventilation measures shall be taken, as addressed in the CONTRACTOR'S Health and Safety Plan.
- I. All personnel must wear hard hats.
- J. Start-up and shutdown of equipment shall not be done in areas of exposed refuse.
- K. The CONTRACTOR shall comply with all provisions of state, federal, or local codes regarding WORK in confined spaces, including the need for monitoring, safety harnesses, and documentation of confined space activity. The atmospheric condition within confined spaces shall be monitored for oxygen, combustible gas, and hydrogen sulfide before entry. No confined spaces shall be entered without first verifying the safety of the environment.
- L. When construction and/or working in a manhole, vault, or other subgrade enclosure in and/or adjacent to the landfill site, the interior atmosphere shall be tested for the presence of oxygen, hydrogen sulfide, and combustible gas before entry and continuously when occupied. The person entering should wear a parachute-type safety harness with attached tether secured to the surface. A SCBA shall be available for use if needed. Forced air ventilation fans shall be used to provide a fresh air stream.
- M. In addition to conforming to the safety rules and regulations of governmental authorities having jurisdiction, the CONTRACTOR is advised of the presence of methane gas emanating from the natural decomposition of refuse buried at the job site and shall take precautions to ensure the safety of workers and the public.
- N. The CONTRACTOR shall demonstrate to the ENGINEER on a daily basis that all safety equipment is functioning properly, that all monitoring instruments are calibrated, and that the instrument operators are sufficiently knowledgeable in the use of the safety equipment.

1.6 ACCIDENT PREVENTION

- A. Precaution shall be exercised by the CONTRACTOR at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and of building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated. First aid kits shall be provided in a readily accessible location or locations.
- B. The CONTRACTOR shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the WORK being performed under this CONTRACT. Before proceeding with any construction WORK, the CONTRACTOR shall take the necessary action to comply with all provisions for safety and accident prevention.

1.7 PAYMENT FOR SAFETY REQUIREMENTS

- A. Payment for complying with the safety requirements for construction on the WORK site shall be included in the contract unit price paid for the various items of WORK wherein it is required and no separate payment will be made therefore.

PART 2 - PRODUCTS

This Section is Not Applicable.

PART 3 - EXECUTION

This Section is Not Applicable.

END OF SECTION

SECTION 02221

TRENCHING, BEDDING AND BACKFILL FOR PIPING

Remove Part 1.02, Dewatering, Drainage, and Flotation

Remove Part 2.01, Materials, and Replace with the following Sections:

2.01 CLEAN SOIL BACKFILL MATERIALS

- A. Excavated Intermediate Cover Soil - Soil material may be reused and incorporated into the PROJECT for clean soil backfill provided it does not contain waste, as determined by the ENGINEER, and pursuant to this Section. The following shall apply:
 - 1. Shall be non-organic, free of debris, sticks, roots, stones, waste and sharp materials greater than 1/2-inch in any dimension.
 - 2. ASTM D2487-17e1 Soil Classification Groups ML, MH, OH, OL, PT, SW, SP, SP-SC, SP-SM, SW-SC, SW-SM, and SC or other soil as approved by the ENGINEER. For soils with Atterberg Limits the LL < 50 and PI < 20.
- B. General Fill - The material shall meet the following:
 - 1. Shall be non-organic, free of debris, sticks, roots, stones, waste and sharp materials greater than 1/2-inch in any dimension.
 - 2. ASTM D2487-17e1 Soil Classification Groups SW, SP, SP-SC, SP-SM, SW-SC, SW-SM, and SC or other soil as approved by the ENGINEER. For soils with Atterberg Limits the LL < 50 and PI < 20.
 - 3. General Fill shall be used in any location on the CONTRACT DRAWINGS that calls for "General Fill" or "clean soil backfill" (same as General Fill) if excavated material is waste or is otherwise not suitable for reuse.

2.02 NON-CALCAREOUS STONE

- A. Prior to placement the CONTRACTOR shall certify the stone meets the requirements of this Section. Durable non-calcareous stone (FDOT No.4) may be obtained from an approved borrow source if it meets these requirements.
 - 1. Shall be non-carbonate (< 5%), non-organic (< 5%), free of debris, waste, vegetation, sticks, roots, organics, or other deleterious materials, and stones larger than 2-inches in any dimension.
 - 2. Shall be of sound, hard, and durable quality that will be free of open or incipient cracks, soft seams or other structural deficiencies. It shall not contain any soapstone, shale, or other material that easily disintegrates.
 - 3. Certified gradation analysis shall be provided by the gravel supplier for each type of stone or borrow site.

- B. The gradation shall comply with table, or other materials as approved by the ENGINEER.

STONE

SIEVE SIZE	PERCENT PASSING (MAXIMUM)
2-inch	100
1 1/2-inch	90-100
1-inch	20-55
3/4-inch	0-15
3/8-inch	0-5

2.03 TOPSOIL

- A. Material shall be fertile, natural soil, typical of the locality, free from MSW, stones (exceeding 2-inch in any dimension), roots or sticks (exceeding 1-inch diameter), clay, and weeds, and obtained from naturally well drained areas. It shall not be excessively acid or alkaline nor contain material harmful to plant growth. The material shall comply with the requirements of FDOT’s Standard Specifications for Road and Bridge Construction (2022), Section 987 for Topsoil.

2.04 PIPELINE LOCATOR/WARNING TAPE

- A. For LFG header and lateral piping as shown on the CONTRACT DRAWINGS, tape shall be a standard locator/warning tape imprinted with the words “Caution Gas Line Buried Below” or ENGINEER approved equal.

Remove 3.01, Excavation, 3.02, Backfilling, and 3.03, Grading and Cleanup. Replace with the following Sections:

3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. Locate, identify, and protect utilities from damage.
- C. Protect benchmarks, survey control points, monitoring wells, existing structures, and fences from excavating equipment and vehicular traffic.
- D. The CONTRACTOR shall at all times during construction provide and maintain proper equipment and facilities to remove all water entering excavations, and shall keep such excavations dry so as to obtain a satisfactory undisturbed Subgrade foundation condition until the fills, structures, or pipes to be built thereon have been completed to such extent they will not be floated or otherwise damaged by allowing water levels to return to natural levels.
- E. The CONTRACTOR shall protect excavated/graded areas against action of the elements. Re-establish grades where settlement, washouts, or erosion damage occurs. Any erosion that takes place during the construction of the PROJECT shall be repaired by the CONTRACTOR at no additional cost to the OWNER as per the CONTRACT DOCUMENTS and TECHNICAL SPECIFICATIONS.

3.02 PRE-CONSTRUCTION LAYOUT

- A. Prior to trenching and pipe installation, the CONTRACTOR shall stake out the entire proposed trench alignment or well boring location. The proposed alignment or well boring location must be approved by the ENGINEER prior to the CONTRACTOR beginning excavation or boring activities. Proposed pipe slopes must meet the minimum slopes listed in this Section and on the CONTRACT DRAWINGS.
- B. Survey notes with proposed pipe slope calculations shall be submitted to the ENGINEER for approval prior to pipe installation. Notes of pre-construction survey shall identify conflicts between the proposed WORK and existing features.

3.03 EXCAVATION

- A. Refuse materials shall be handled as directed in Section 02400 Refuse Handling, Storage, and Disposal.
- B. Excavate to lines, grades, and dimensions necessary to complete the WORK.
- C. Bell holes shall provide adequate clearance for tools and methods used in installing pipe. No part of any bell or coupling shall be in contact with the trench bottom, trench walls, or granular embedment when the pipe is jointed.
- D. Trenching Tolerances
 - 1. Excavate to install pipes in straight runs at a uniform grade, without sags or humps, between vertical and horizontal control points in accordance with the CONTRACT DRAWINGS.
 - 2. Trenches shall be excavated to a width which will provide adequate working space and sidewall clearances for proper pipe installation, jointing, and embedment.
 - 3. Maintain thickness of soil cover over the top of the pipe, as shown on the CONTRACT DRAWINGS, or approved by the ENGINEER.
 - 4. Whenever so identified by the ENGINEER, the CONTRACTOR shall excavate to such depth below grade as the ENGINEER may direct and the trench bottom shall be brought to grade with such material as the ENGINEER may identify installed.
- E. The CONTRACTOR may not excavate more trench daily than can be completely backfilled after installation of the pipe the same day. Excavations shall not be left open overnight. In the event that a trench must be left open overnight the CONTRACTOR must get permission from the OWNER to leave trench open and trench must be encircled in safety/warning tape attached to stakes placed along the perimeter on all edges of the trench. In the event that the trench has exposed refuse, all refuse must be covered with a tarp or other cover material as approved by the OWNER, which is secured on all corners and along its perimeter.
- F. The CONTRACTOR shall use appropriate survey/level instrumentation during excavation to ensure required trench slope. Verification of installed pipe slope shall be as specified in this Section.

3.04 DEWATERING

- A. Water that enters excavations with waste shall be considered leachate and shall not be discharged to the ground or other means that are typical for stormwater. Water determined to be leachate by the ENGINEER shall be pumped into sealed tanks, hauled, and disposed of by the CONTRACTOR or as directed by the ENGINEER.
- B. The CONTRACTOR shall establish and maintain temporary drainage ditches, diversions outside excavation limits, or other acceptable methods as determined by the CONTRACTOR and approved by the ENGINEER to convey surface water and water removed from excavations to collecting or runoff areas as deemed necessary. The CONTRACTOR shall not use trench excavations as temporary drainage ditches.
- C. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottom and soil changes detrimental to stability of subgrades and foundations. Subgrade soils which become soft, loose, "quick", or otherwise unsuitable for support of structure as a result of inadequate dewatering or other construction methods shall be removed and replaced by suitable materials as approved by the ENGINEER at the CONTRACTOR'S expense. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
- D. Disposal of Water Removed by Dewatering System
 - 1. Water conveyed away from excavations which has not contacted waste materials shall be discharged within the PROJECT area as approved by the ENGINEER.
 - 2. The CONTRACTOR shall not cause flooding by overloading or blocking up the flow in drainage facilities, and shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored as directed by the OWNER or the authority having jurisdiction, at no cost to the OWNER.
 - 3. Dispose of water by procedures approved by the ENGINEER in such a manner as to cause no inconvenience to the OWNER, the ENGINEER, or others involved in WORK about the site.
- E. If pipe trench becomes watered-in after placement of pipe, but before backfilling, CONTRACTOR shall dewater the trench, demonstrate that the pipe trench and pipe slope remain satisfactory, and upon approval by the ENGINEER, backfill the pipe with clean dry soil in accordance with this Section.

3.4 PIPE SURVEY

- A. The CONTRACTOR shall verify that pipe slope meets the requirements specified in this Section, Section 01500 Site Conditions Survey, and on the CONTRACT DRAWINGS at required intervals along each LFG pipe, and any other pipes installed for the PROJECT and record such information in the PROJECT notes. Station numbering shall be used and marked on the pipe, as approved by the ENGINEER.
 - 1. The CONTRACTOR shall measure each length of installed pipe and mark each station.
 - 2. Survey equipment shall be used to measure the change in pipe size, type, direction, and elevation prior to burial of any pipe.

3. The surveyed elevations and calculated change in elevation and slope for section shall be recorded in the CONTRACTOR'S PROJECT notes.
 4. A trench laser will not be considered acceptable survey equipment for the purpose of verifying pipe slope.
- B. The PROJECT notes detailing the required pipe slope confirmation shall be provided daily to the ENGINEER.
- C. A conformance survey shall be conducted on all installed pipe prior to backfilling the trench.
1. The survey shall document the horizontal and vertical location of the top of each pipe at required intervals and at each change in pipe direction, ground surface grade break, change in pipe grade, fitting, and connection.
 2. The survey shall also document the type of pipe, location (horizontal and vertical coordinate) of structures and appurtenances such as, but not limited to, pipe crossing and tie-ins.
 3. This surveying shall be sealed by a SURVEYOR as described in Section 01500 Site Conditions Survey.

3.5 BACKFILLING

- A. The CONTRACTOR shall notify the ENGINEER 48 hours prior to beginning backfilling. The CQAR shall inspect all pipe, fittings, pressure tests, and connections prior to approving backfilling. If the CONTRACTOR backfills pipe without observation of the pipe while pipe is installed in the open trench, the CONTRACTOR shall uncover all uninspected buried pipe so that it may be properly inspected. This shall be done at no additional cost to the OWNER or ENGINEER.
- B. Backfilling procedures shall be modified as necessary as approved by the ENGINEER in order to not displace (either horizontally or vertically) piping installed in the trench during backfill placement.
- C. Pipeline Locator/Warning Tape shall be placed in trench at least 1-foot below grade and at least 1-foot above the casing of all buried LFG pipe.

Place soil backfill in maximum 6-inch lifts to the existing grade. The CONTRACTOR shall compact soil backfill in 6-inch lifts with a mechanical compaction device such as a walk-behind vibratory compactor. Compaction shall be to a density where subsequent passes with the mechanical compaction device will not reduce the surface elevation of the trench backfill material by more than three-quarters of an inch.

3.6 PLACEMENT OF NON-CALCAREOUS STONE

- A. Place non-calcareous stone prior to installation of condensate sump to the required depth and approved by the CQAR and ENGINEER. Place stone to the lines and grades shown on the CONTRACT DRAWINGS.

3.7 REFUSE DISPOSAL

- A. The CONTRACTOR shall be responsible for loading and transporting refuse to the working face as specified in Section 02400 Refuse Handling, Storage, and Disposal. No excavated waste shall be left overnight at any excavation at any time.

3.8 GRADING DISTURBED AREAS

- A. The CONTRACTOR shall regrade and return to their original condition, as determined by the ENGINEER, all areas disturbed by CONTRACTOR'S WORK. This includes but is not limited to ruts caused by construction equipment, soil stockpile areas, and landfill benches and terraces used for access.

3.9 TESTING REQUIREMENTS DURING PLACEMENT

- A. The CONTRACTOR shall place backfill and fill materials to achieve an equal or "higher" degree of compaction than undisturbed materials adjacent to the WORK; however, in no case shall the degree of compaction fall below minimum compaction specified in this Section.
- B. Where laboratory or field testing is specified herein to verify that the constructed, in-place WORK meets the TECHNICAL SPECIFICATIONS and quality control requirements herein, the OWNER shall employ and bear the expense for an independent testing laboratory to conduct such tests. The CONTRACTOR shall pay for the costs of all retests required due to the initial testing not passing the requirements herein.

END OF SECTION

SECTION 02400

REFUSE HANDLING, STORAGE, AND DISPOSAL

Add this new Section:

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK specified in this Section includes removal of waste materials after completing any excavation or drilling for Landfill Gas (LFG) piping, LFG condensate sumps, or LFG extraction well installation. This waste material is not suitable for construction of the WORK as shown on the CONTRACT DRAWINGS and specified herein.
- B. The CONTRACTOR shall notify the OWNER in advance of planned excavation or drilling activities.
- C. Excavated or drilled waste material shall be removed from the immediate excavation or drilled area and properly disposed of by the CONTRACTOR except as specified below and approved by the OWNER.

PART 2 - PRODUCTS

This Section is Not Applicable.

PART 3 – REFUSE HANDLING AND DISPOSAL

3.1 REQUIREMENT

- A. The CONTRACTOR shall be responsible for loading and transporting waste and waste materials not incorporated into the PROJECT to the active face of the landfill or other area as directed by the OWNER for disposal. The OWNER will not charge the CONTRACTOR a tipping fee, but the CONTRACTOR shall be responsible for all other costs.
- B. At no time shall waste material be stored outside the permitted landfill boundary and in landfill areas with installed intermediate or final cover systems.
- C. Exposed waste, or soil containing waste materials, shall not be allowed to remain exposed overnight. At the end of each workday, the CONTRACTOR shall cover exposed waste, or soil containing waste materials, in a temporary or permanent manner by the means of a compacted 3-inch earthen cover or tarp suitable for odor control and protection from rain, birds, and other hazards. At no time shall water exposed to waste be allowed to enter the stormwater management system. Water exposed to waste shall be considered leachate and handled accordingly.
- D. The CONTRACTOR shall include all costs associated for loading, hauling, and dumping waste at the active face of the landfill or other area as directed by the OWNER, and included in the respective bid item.
- E. The CONTRACTOR is responsible for the proper disposal and associated processing fees for any CONTRACTOR generated waste and shall be at no additional cost to the OWNER.

END OF SECTION

SECTION 02500

LFG WELLHEADS

Add this new Section:

PART 1 - GENERAL

1.1 DESCRIPTION

- R. The WORK specified in this Section includes the labor, equipment, materials, appurtenances, CONSTRUCTION QUALITY CONTROL (CQC), testing, and installation of LANDFILL GAS (LFG) WELLHEADS as part of the PROJECT as shown on the CONTRACT DRAWINGS and as specified herein.
- S. All materials shall conform to the requirements of this Section and shall be of new stock of the highest grade available, free from defects, and recently manufactured.
- T. All WORK shall be performed in strict accordance with the TECHNICAL SPECIFICATIONS, CONTRACT DRAWINGS, conformance with the MANUFACTURER'S recommendations, and with current industry standards.
- U. It is expected that combustible and asphyxiant gases will be venting from pre-cast concrete manholes and LFG pipe installed within waste. The CONTRACTOR'S bid price shall include provision for all equipment and procedures necessary to safely install wellheads under this condition. All WORK shall be performed by qualified workers in accordance with the best standards and practices available.
- V. Upon completion of each new wellhead, CONTRACTOR shall dispose of all construction refuse materials as specified in Section 02400 Refuse Handling, Storage, and Disposal or as directed by the OWNER.

1.2 REFERENCED DOCUMENTS

- A. Related Work Described Elsewhere:
 - 1. Section 02221 Trenching, Bedding, and Backfill for Pipe
 - 2. Section 02400 Refuse Handling, Storage, and Disposal
 - 3. Section 15090 LFG Pipe and Pipe Fittings

1.3 SUBMITTALS

- A. The CONTRACTOR shall prepare and submit to the ENGINEER, for review and approval, Certificates of Compliance on materials furnished, and MANUFACTURER'S brochures containing complete information and instructions pertaining to the storage, handling, installation, and inspection of pipe and appurtenances furnished as described in CONTRACTOR Submittals.

- B. The CONTRACTOR shall prepare and submit to the ENGINEER for review and approval, Shop Drawings showing dimensions, materials, and MANUFACTURER'S information for LFG wellheads.

1.4 CONSTRUCTION QUALITY ASSURANCE

- A. CQA will be performed by an independent profession retained by the OWNER who is experienced in installation of LFG wellheads and shall be responsible for observing and documenting information related to all installation activities.
- B. The CQA inspector will verify materials for cleanliness, deformations, and imperfections, and ensure conformance with the TECHNICAL SPECIFICATIONS prior to use.
- C. Presence of a CQA inspector shall not in any way or to any extent relieve the CONTRACTOR of any responsibility concerning the condition of LFG wellhead installation, or of CONTRACTOR'S obligations under the CONTRACT.

PART 2 - PRODUCTS

2.1 WELLHEAD MATERIALS

- A. Wellheads shall be Precision Quick-Change™ orifice plate wellheads provided by QED Environmental or approved equal.

2.2 MONITORING PORTS

- A. Monitoring ports shall be Easy Port™ ¼ inch male NPT screw-capped “long” barb fittings.

PART 3 – EXECUTION

3.1 TEMPORARY CAP

- A. The CONTRACTOR shall temporarily cap the riser pipe of the vertical extraction well or pre-cast concrete manhole to prevent venting of LFG into the atmosphere. The CONTRACTOR shall remove this cap during the installation of the wellheads. Lag screws may be necessary due to the internal gas pressure within the well or pre-cast concrete manhole.

3.2 WELLHEAD INSTALLATION

- A. Vertical extraction wellheads shall be installed in accordance with MANUFACTURER'S recommendations. All pipe sections of the wellhead shall be air-tight. Any leaks shall be repaired by CONTRACTOR at no additional cost to the OWNER.
- B. Install QED Solarguard flex hose on all wells so that hose has no sags, as shown on the CONTRACT DRAWINGS. However, flexible hose shall not be taut. Provide enough slack to accommodate minor pipe settlement, as approved by the ENGINEER.

END OF SECTION

SECTION 15090

LFG PIPE AND PIPE FITTINGS

Add this new Section:

PART 1 - GENERAL

1.1 DESCRIPTION

W. The WORK specified in this Section includes all labor, materials, equipment and incidentals necessary to install complete and make ready for use all Landfill Gas (LFG) pipe, pipe fittings, and valves as specified herein and as indicated in the CONTRACT DRAWINGS.

1.2 REFERENCED DOCUMENTS

- A. The following American Society of Testing and Materials (ASTM) test methods shall be incorporated into this TECHNICAL SPECIFICATIONS in their entirety, subject to the indicated test modifications.
1. ASTM D4976-12a (2020) Standard Specification for Polyethylene Plastics Molding and Extrusion Materials
 2. ASTM D2321 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and other gravity-flow applications
 3. ASTM D2513-20 Standard Specification for Polyethylene (PE) Gas Pressure Pipe, Tubing, and Fittings
 4. ASTM D2774 Standard Practice for Underground Installation of Thermoplastic Pressure Piping
 5. ASTM D3261-16 Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
- X. Related WORK Described Elsewhere:
6. Section 02221 Trenching, Bedding, and Backfill for Pipe
 7. Section 2500 LFG Extraction Wells and Wellheads

1.3 SUBMITTALS

- A. The CONTRACTOR shall prepare and submit to the ENGINEER, for review and approval prior to commencement of construction, certificates of compliance on materials furnished and MANUFACTURER'S brochures containing complete information and instructions pertaining to the storage, handling, installation, inspection, maintenance, and repair of each type of pipe, pipe fitting, and valve furnished.

- B. The CONTRACTOR shall prepare and submit Shop Drawings to the ENGINEER for review and approval. The Shop Drawings shall show the following:
1. All dimensions, slopes, and invert elevations at connections to existing pipes.
 2. All tie-ins to the existing GCCS system shall be field-verified and shown on the Shop Drawings. This shall include pipe size and burial depth at a minimum.
 3. Pipe Dimensions for each pipe size used:
 - a. Average outside diameter.
 - b. Average inside diameter.
 - c. Minimum average wall thickness.
 4. Each pipe, fitting, and valve size to be used.

PART 2 - PRODUCTS

2.1 FLEXIBLE PVC PIPE ON WELLHEADS

- A. Flexible PVC pipe shall be UV-Resistant Solarguard™ Flexible Hose supplied by QED Environmental.
- B. Fasteners for flexible PVC pipe shall be high strength stainless steel banding kits supplied by QED Environmental.

2.2 HIGH DENSITY POLYETHYLENE (HDPE) PIPE

- A. All HDPE header and lateral pipe and fittings 4-inch diameter and greater as indicated on the CONTRACT DRAWINGS shall be Standard Dimension Ratio (SDR) 17 high density polyethylene pipe using a PE 4710 type resin or equal.
- B. All HDPE pipe and fittings for LFG condensate flow that are 4-inch diameter as indicated on the CONTRACT DRAWINGS shall be SDR 11 high density polyethylene pipe using a PE 4710 type resin or equal.
- C. All HDPE pipe and fittings for LFG air supply that are 2-inch diameter as indicated on the CONTRACT DRAWINGS shall be SDR 9 high density polyethylene pipe using a PE 4710 type resin or equal. HDPE LFG air supply pipe shall include yellow striping.
- D. Pipe shall be extruded from a Type III, Class C, Category 5, Grade P36 compound as described in ASTM D4976-12a (2020). It shall be classified as cell 445574C according to ASTM D 3350 and have the material designation of PE 4710. The pipe shall be manufactured to meet the requirements of ASTM D2513-20. MANUFACTURER'S literature shall be adhered to when "MANUFACTURER'S recommendations" are specified. All pipe and fittings shall be provided by one MANUFACTURER.

E. HDPE Fittings

1. Fittings shall be manufactured from polyethylene compound having cell classification equal to or exceeding the compound used in the pipe.
2. All fittings 10 inches and smaller shall be molded, unless approved by the ENGINEER.

2.3 FLANGES FOR HDPE PIPE

- A. Flanges for HDPE pipe shall be convoluted ductile iron back-up rings with a minimum thickness of 1-inch, as manufactured by Improved Piping Product's, Inc. (800) 969-0962, of Orinda, California or equal. Hardware and fittings shall be stainless steel, finished with blue primer, and epoxy coated.
- B. The studs, nuts, and washers for the flanges shall be stainless steel. All below grade studs, nuts, and washers shall be thoroughly coated with Polyken Technologies 1027 Primer, or rubberized emulsion undercoating spray, or equal substitute, with no gaps in coverage. Below grade flanges shall be wrapped in 5-mil polyethylene sheeting just after installation and prior to backfilling to help prevent corrosion.
- C. Flange gaskets shall be full-face Neoprene.

2.4 PIPE MARKINGS

- A. All PVC and HDPE pipe shall be stamped by the MANUFACTURER with the following information at five-foot intervals:
 1. Manufacturer name or trademark.
 2. Nominal pipe size.
 3. Type of plastic (e.g., PE 4710).
 4. Standard dimension ration (SDR) or Schedule (SCH) value.
 5. ASTM designations (i.e., ASTM D2513).

2.5 VALVES

- A. All valves shall be complete with all necessary operators, handwheels, extension stems, worm gear operators, operating nuts, wrenches, and other accessories or appurtenances which are required for the proper completion of the WORK. Operators and other accessories shall be sized and furnished by the valve supplier and factory mounted. All accessories shall be installed in accordance with the MANUFACTURER's requirements.
- B. Valves and operators shall be suitable for the exposure they are subject to, e.g., buried and landfill gas. Valves shall have all safety features required by OSHA.
- C. Unless otherwise shown, valves shall be the same size as the adjoining pipe.
- D. Valve position indicators shall be installed correctly to properly identify the valve position.

- E. Valve spacers shall be used for all valves 6 inches and larger.
- F. Header isolation valves:
 - 1. Shall be butterfly bubble tight, wafer design, with a PVC body, polypropylene disc, nitrile seats and seals, 316 SS valve stem extension, and compatible with a flat face flange. Valves shall be Asahi-America Type 56 series (12-inch) and Type 75 series (18-inch).
 - 2. Stem extensions shall be stainless steel in an epoxy coated carbon steel outer housing with a diecast aluminum alloy gear box assembly mounted on top and equipped with a removable manual operating wheel. Height of stem extensions in accordance with the CONTRACT DRAWINGS and adjusted as required per field conditions.
 - 3. Monitoring ports shall be installed at each isolation valve and shall include the following items, or equal substitutes. Monitoring hose shall be stainless steel with outer braid Swagelok (407-894-7191) flexible metal hose, part no. SS-FM4PM4PF4, of adequate length to extend above grade as shown on the CONTRACT DRAWINGS and adjusted as required per field conditions. The male NPT end shall be threaded into the top of the header. Sampling end shall be Easy Port™ ¼ inch male NPT screw-capped long barb fittings as supplied by QED Environmental, model no. 40987. The hose shall be secured to the valve stem inner boring by stainless steel brackets.

2.6 PIPE LOCATOR / WARNING TAPE

- A. For LFG header and lateral pipe as shown on the CONTRACT DRAWINGS, tape shall be a standard locator/warning tape imprinted with the words “Caution Gas Line Buried Below,” as supplied by Reef Industries, Inc. (800-231-6074), or ENGINEER approved equal.

PART 3 - EXECUTION

3.1 GENERAL

- A. Pipe shall be stored or stacked so as to prevent damage by marring, crushing, or piercing. Maximum stacking height shall be limited to 6 feet.
- B. Pipe and pipe fittings shall be handled carefully in loading and unloading. They shall be lifted by hoists and lowered on skidways in such a manner as to avoid shock. Derricks, ropes, or other suitable equipment shall be used for lowering the pipe into the extraction well borings. Pipe and pipe fittings shall not be dropped or dumped.

3.2 FIELD QUALITY CONTROL

- A. Pipe may be rejected for failure to conform to the TECHNICAL SPECIFICATIONS or for the following reasons:
 - 1. Fractures or cracks passing through pipe wall, except single crack not exceeding 2 inches in length at either end of the pipe which could be cut off and discarded. Pipes within one shipment shall be rejected if defects exist in more than 5 percent of shipment or delivery.
 - 2. Cracks sufficient to impair strength, durability or serviceability of pipe.

3. Defects indicating improper proportioning, mixing, or molding.
 4. Damaged ends, where such damage prevents making a satisfactory joint.
 5. Scratches or gouges of depth greater than 10 percent of pipe wall thickness.
- B. Acceptance of fittings, stubs, or other specially fabricated pipe sections shall be based on visual inspection at job site and documentation of conformance to these TECHNICAL SPECIFICATIONS.
- C. The ENGINEER shall be notified by CONTRACTOR prior to burial of pipe.
- D. The CONTRACTOR and ENGINEER reserve the right to require destructive testing of any fusion weld on HDPE pipe.

3.3 HDPE PIPE HANDLING

- A. HDPE pipe shall not be bent more than the minimum radius recommended by the MANUFACTURER for type, grade, and SDR. Care shall be taken to avoid imposing strains that will overstress or buckle the HDPE piping or impose excessive stress on the joints.
- B. Joining HDPE Pipe:
1. Only two methods shall be utilized to join HDPE pipe: heat fusion and mechanical joining.
 - a. Mechanical Joining shall be accomplished with HDPE flange adapters, neoprene gaskets, and ductile iron back-up rings, and shall be used only where shown on the CONTRACT DRAWINGS.
 - b. Heat Fusion joints shall be made in accordance with MANUFACTURER'S step-by-step procedures and recommendations.
 - 1) Fusion equipment and a trained operator shall be provided by the CONTRACTOR. Pipe fusion equipment shall be of the size and nature to adequately weld all pipe sizes and fittings necessary to complete the WORK.
 - 2) Branch saddle fusions shall be made in accordance with MANUFACTURER'S recommendations and step-by-step procedures. Branch saddle fusion equipment shall be of the size to facilitate saddle fusion within the pipe trench.
 - 3) Heat fusion shall be performed outside of the trench whenever practical.
 - 4) Before heat fusing pipe, each length shall be inspected for the presence of dirt, sand, mud, shavings, and other debris, and any foreign material shall be completely removed.
 - 5) At the end of each day, all open ends of fused pipe shall be capped or otherwise covered to prevent entry by animals or debris.
- C. No fusion shall be performed in precipitation unless a shelter is provided or as per the MANUFACTURER'S instructions.

3.4 HDPE PIPE INSTALLATION

- A. Pipe installation shall comply with the requirements of ASTM D 2321, PPI TR-31/9-79, and the MANUFACTURER'S recommendations.
- B. Lengths of fused pipe to be handled as one segment shall not exceed 500 feet.
- C. Inside of pipe shall be free of debris such as shavings and dirt.
- D. The ENGINEER shall be notified prior to any pipe being installed in the trench in order to have an opportunity to inspect the following items:
 - 1. All butt and saddle fusions.
 - 2. Pipe integrity.
 - 3. Trench excavation and bedding material for rocks and foreign material.
 - 4. Proper trench slope.
 - 5. Trench contour to ensure the pipe will have uniform and continuous support.
 - 6. Proposed backfill sand and soil.
- E. Any irregularities found by the ENGINEER or CQAR during this inspection must be corrected before lowering the pipe into the trench. Pipe shall be allowed sufficient time to adjust to trench temperature prior to any testing, segment tie-ins, and/or backfilling.
- F. Tie-ins shall be made out of the trench whenever possible. When tie-ins are to be made in a trench, a bell hole shall be excavated large enough to ensure an adequate and safe work area.
- G. Below grade piping shall be marked with warning tape to be buried in the trench above the pipe as indicated on the CONTRACT DRAWINGS.
- H. CONTRACTOR shall collect all pipe shavings and discard in a trash receptacle. Shavings shall not be left on the ground.
- I. All installed HDPE pipe shall be marked in required intervals corresponding to the stationing required for slope confirmation and conformance surveying. For main pipeline, station numbering shall be continuous and sequential. Station numbering shall be referenced in daily logs to document pipe installation progress.

3.5 VALVE INSTALLATION

- A. Valves shall be installed in accordance with the manufacturer's recommendations and the following:
 - 1. Butterfly valves shall be installed between two flanges as shown on the CONTRACT DRAWINGS; care shall be taken to avoid stripping studs when tightening.
 - 2. Flanges shall be joined with stainless steel studs and nuts. Stud lengths shall accommodate the required distance between flanges including spacers, if necessary.

3. All below grade back-up rings, studs, nuts and washers shall be thoroughly coated with Polyken Technologies 1027 Primer (508-261-6200).
 4. The CONTRACTOR shall wrap and tape the valve, flanges, and bolts in 5 mil polyethylene sheeting prior to backfilling.
- B. Flanged butterfly valves may require spacers between the flange adapters and the valve body in order to allow full travel of the internal disk. If spacers are necessary for any butterfly valve, the CONTRACTOR shall install valve spacers subject to approval by the ENGINEER.
- C. Upon completion of valve installation, CONTRACTOR is to install one (1) printed yellow well identification label on each valve:
1. Identification labels must be outdoor, UV resistant, waterproof, and permanently adhered around the valve casing.
 2. Identification label shall contain the following information: The words “**Manatee County Lena Road Landfill**” Valve identification “**V-##**” and respective valve location, i.e., “**Header Isolation Valve**” similar to the example shown below. Lettering by any other means is not be permitted.
 3. Identification label shall be 6-inch tall and safety yellow with black lettering. Lettering size (V-##) to be 2-inch tall. Other text 3/4-inch tall. CONTRACTOR to provide template before ordering labels.



3.6 FLANGED CONNECTIONS

- A. For flanged connections below grade, the CONTRACTOR shall wrap and tape the flanges and bolts in 5-mil polyethylene sheeting prior to backfilling to help protect the assembly from corrosion.
- B. Flanges shall be joined with stainless steel studs and nuts. Stud lengths shall accommodate the required distance between flanges including valve spacers, if necessary.
- C. For flanged connections within the limits of refuse, all below grade back-up rings, studs, nuts and washers shall be thoroughly coated with Polyken Technologies 1027 Primer, or rubberized emulsion undercoating spray, or equal substitute.
- D. The CONTRACTOR shall wrap and tape the flanges and bolts in 5-mil polyethylene sheeting prior to backfilling.

3.7 PIPE SUPPORTS

- A. All piping and valves shall be supported in such a manner as to prevent any stress being

transmitted between sections and connected equipment and appurtenances.

3.8 SEGMENT TESTING (AIR PRESSURE)

- A. The HDPE header and lateral pipes, air supply lines, and condensate discharge lines shall be subjected to pressure tests as described herein to detect any leaks in the piping. Testing shall be performed below grade (inside the trench). The CONTRACTOR shall accept the responsibility for locating, uncovering (if previously backfilled), and repairing any leaks detected during testing.
- B. Polyethylene piping shall be butt welded together into testing segments. Segments shall be connected to a testing apparatus on one end and fitted with fusion-welded caps on all openings.
- C. The segment to be tested shall be allowed time to reach constant and/or ambient temperature before initiating the test.
- D. The test must be performed during a period when the pipe segment will be out of direct sunlight; i.e., early morning, late evening, or cloudy days. This will minimize the pressure changes which will occur during temperature fluctuations. No testing will be allowed during the middle of the day or when pipe segments are exposed to sunlight.
- E. The test pressure for LFG header and laterals shall be 10 psig. The test pressure for air supply and condensate lines shall be 100 psig.
- F. Pressure drop during the test shall not exceed one percent of the testing gauge pressure over a period of one hour. This pressure drop shall be corrected for temperature changes before determining pass or failure. The ENGINEER and CQAR shall sign off on a test form to indicate test compliance.
- G. The ENGINEER and CQAR shall be notified prior to commencement of the testing procedure and shall be present during the test.
- H. All equipment for this testing procedure, including an adequately sized air compressor, fittings, caps/pipe plugs, etc., shall be furnished by the CONTRACTOR. Other necessary equipment includes a flange adaptor with a steel or brass blind flange. Tapped and threaded into the blind flange will be a temperature gauge with a scale of 0 to 100 degrees C with 1-deg. intervals, a pressure gauge with a scale that spans the test pressure range with increments equal to 0.1 percent of the test pressure, an appropriate valve to facilitate an air compressor hose, and a ball valve to release pipe pressure at completion of test. Pipe reducers shall be utilized to adapt test flange to size of pipe being tested.

3.9 TEST FAILURE

- A. The following steps shall be performed when a pipe segment fails the one percent/one-hour test described this Section.
 - 1. The pipe and all fusions shall be inspected for cracks, pinholes, or perforations.
 - 2. All blocked risers and capped ends shall be inspected for leaks.
 - 3. Leaks shall be located and/or verified by applying a soapy water solution and observing soap bubble formation.

- B. All pipe and fused joint leaks shall be repaired by cutting out the leaking area and refusing the pipe.
- C. After all leaks are repaired, a retest shall be performed in accordance with this Section.

3.10 TEST REPORTING

- A. Each test (pass or failure) shall be reported to the ENGINEER in writing on the attached pipe testing form or another form approved by the ENGINEER.
- B. If failure occurs, CONTRACTOR shall note the following:
 - 1. Location of failure segment.
 - 2. Nature of leaks.
 - 3. Repairs performed.
 - 4. Results of test.

ATTACHMENT 15090A – HDPE PIPE PRESSURE PROTOCOL

END OF SECTION

SECTION 444260

CONDENSATE MANAGEMENT SYSTEM

Add this new Section:

PART 1 - GENERAL

1.1 DESCRIPTION

- Y. Provide all materials, equipment, labor, and incidentals needed to install the condensate sumps, pneumatic pumps and appurtenances in accordance with the CONTRACT DRAWINGS and MANUFACTURER'S instructions.

1.2 REFERENCED DOCUMENTS

- Z. Related Work Described Elsewhere:
 - 1. Section 02221 Trenching, Bedding, and Backfill for Pipe
 - 2. Section 15090 LFG Pipe and Pipe Fittings

1.3 SUBMITTALS

- A. The CONTRACTOR shall prepare and submit to the ENGINEER for review and approval MANUFACTURER'S literature, shop drawings, or other information pertaining to the assembly, operation, adjustments, and other maintenance and repairs of equipment to be installed under this Section, together with detailed parts lists, Drawings, dimensions, and/or photographs.
- B. At start-up, CONTRACTOR shall submit Operations and Maintenance (O&M) manuals.

PART 2 - PRODUCTS

2.1 CONDENSATE SUMP

- A. The condensate sump system shall be capable of handling a minimum flow rate of 5 gallons per minute (gpm) with a total dynamic head of 140 feet.
- B. The sump shall be a welded, single walled HDPE assembly as shown on the CONTRACT DRAWINGS. The reservoir shall be fabricated from SDR 17 pipe and designed to withstand a vacuum of 120 inches-w.c. and a pressure of 5 PSIG at 130 degrees F.
- C. Condensate sump shall be tested by MANUFACTURER. CONTRACTOR to provide leak test report to ENGINEER.
- D. The condensate pump shall have level controls. The pump shall pump condensate to a discharge line. Discharge piping from the sump to the condensate discharge line shall be of a size and material recommended by the MANUFACTURER such that the pneumatic pump can deliver the anticipated condensate load.

2.2 ACCESS PORTS

- A. Port shall be 1 1/2-inch diameter black polypropylene quick connect coupling consisting of two parts: a male pipe threaded adapter and cap with steel cam locking levers.

2.3 MONITORING PORTS

- A. Monitoring ports shall be QED supplied Easy Port™ capped long barb fittings.

2.4 PNEUMATIC PUMP

- A. Pump shall be submersible air displacement pump, internally controlled and designed for leachate and condensate systems. Pump shall be bottom-loading with fiberglass body. Major metal components shall be stainless steel, this shall include the pump head assembly, center dip tube, discharge check valve assembly, chain support harness, 3.5-inch extended inlet screen, and bottom check collar. Plastic components shall be PVDF (kynar) or UHMWPE.
- B. The pneumatic pumps shall be QED AutoPump bottom inlet Model Short AP4+B.
- C. Pump installed in condensate sump shall include the following components:
 - 1. Air filter/regulator
 - 2. Air inlet supply pressure gauge
 - 3. Pump cycle counter
 - 4. High liquid level indicator
- D. Pump shall have a minimum pumping capacity of 5 gallons per minute at 140 feet total dynamic head and an air supply pressure of 60 pounds per square inch, gauge (psig).
- E. Pump accessories to include are 4-inch vacuum fit cap and hose set, including the discharge hose (3/4-inch I.D. Nylon Tube) from the pneumatic pump to the HDPE condensate (dewatering) and the 150 psig rated, 1/4-inch I.D. air hose to the HDPE air supply line.
- F. Air and discharge hose lengths outside the sump/wells shall be field determined and approved by the ENGINEER.
- G. Each pump will include a 1/2 inch nylon support rope from pump to sealing cap. A stainless-steel quick link connector will be used to attach the rope to the pump support harness.

2.5 AIR SUPPLY LINE

- A. The air supply line from the compressor shall be as specified in Section 15090, LFG Pipe and Pipe Fittings, and on the CONTRACT DRAWINGS.

2.6 CONDENSATE (DEWATERING) DISCHARGE LINE

- A. The condensate (dewatering) discharge line shall be as specified in Section 15090, LFG Pipe and Pipe Fittings, and on the CONTRACT DRAWINGS.

PART 3 – EXECUTION

3.1 CONDENSATE SUMP INSTALLATION

- A. CONTRACTOR shall install condensate sump in the location and to the lines shown on the CONTRACT DRAWINGS. Sump shall be installed vertically plumb and on top of non-calcareous stone base layer.
- B. HDPE pipe connections shall be in accordance with Section 15090, LFG Pipe and Pipe Fittings.
- C. Caution shall be exercised when backfilling around the sump to prevent damaging air and condensate lines.

3.2 PUMP INSTALLATION

- A. Pump shall be installed in accordance with MANUFACTURER'S recommendations. Pump vent line shall be installed to discharge inside the sump.
- B. Install pump so that bottom of pump is suspended off the bottom of the sump as shown on the CONTRACT DRAWINGS and recommended by the MANUFACTURER and approved by the ENGINEER.

3.3 CONDENSATE SUMP TESTING

- A. Upon completion of the installation, tests shall be performed by the CONTRACTOR with the assistance of the MANUFACTURER'S representative, in the presence of the ENGINEER. These tests shall demonstrate condensate pump, startup, shutdown, operation, and maintenance.
- B. Test shall demonstrate the pumping of test water from the sump for the full drawdown of the pump. Water, equipment and other requirements necessary to perform the tests shall be furnished by the CONTRACTOR.

END OF SECTION

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:

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

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; 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

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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 [REDACTED], authorized to transact business in the State of Florida, with [REDACTED] 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 _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____ by _____

_____ (Name of 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: _____

_____ Name of person authorized to sign Affidavit of Notice

_____ TITLE

Contractor name, address and telephone no.:

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: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION (S.C.)	CHECK ONE:	
	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> <div style="text-align: center; font-size: 2em; opacity: 0.3; transform: rotate(-30deg); pointer-events: none;">SAMPLE</div> <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>ATTACH THE INSPECTOR'S FINAL WALKTHROUGH LIST OF DEFICIENCIES.</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: _____
Contractor Signature: _____ **Date:** _____

THE NET CHANGE OF
 ADJUSTS THE CURRENT CONTRACT AMOUNT FROM _____
 TO _____
 _____ 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: _____

Manatee County Purchasing: _____

Project Management Division Manager

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