



**MANATEE COUNTY
FLORIDA**

**REQUEST FOR QUOTATION
(RFQ) #11-2164DC PHASE II
STAGE III LANDFILL GAS COLLECTION SYSTEM**

**ATTENTION: DEBORAH CAREY-REED, MANATEE COUNTY PURCHASING
EMAIL: deborah.carey-reed@mymanatee.org
PHONE (941) 749-3074 FAX (941) 749-3034**

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Financial Management Department * Purchasing Division
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Manatee County invites your participation in the following quotation.

INFORMATION CONFERENCE ON JULY 18, 2011 AT 10:00 A.M. at the Manatee County Public Works/Project Management Department (Conference Room A), 1026 26th Avenue East, Bradenton, FL 34208. A Site Visit will immediately follow this Information Conference at the Lena Road Landfill, 3333 Lena Road, Bradenton FL (south of SR64, one mile east of I 75).

July 20, 2011 at 5:00 P.M. shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information.

QUOTE DUE DATE: JULY 28, 2011 AT 3:00 P.M. to Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205.

The undersigned hereby declare that they have reviewed the quote documents and with full knowledge and understanding of the aforementioned, herewith submit their quote for expansion of the gas collection system at the Lena Road Landfill as specified. It is understood that this Request For Quotation in its entirety is made a part of any contract between the County of Manatee and the successful quoter.

QUOTE "A" (90 CALENDAR DAYS) TOTAL COST: \$_____ Complete

QUOTE "B" (60 CALENDAR DAYS) TOTAL COST: \$_____ Complete

PRINT NAME: _____ inspected the site on _____.

Company Name

Phone Number

Fax Number

Address

License Number

Email address

Contact Person's Name (Print)

Authorized Signature

Date

(Acknowledge Addendum, if applicable, by number and date)

QUOTE CAN BE RETURNED VIA EMAIL



MANATEE COUNTY FLORIDA

QUOTE FORM – RFQ #11-2164DC Phase II Stage III Landfill Gas Collection

ITEM	QUOTE "A" - 90 CALENDAR DAY COMPLETION	QTY	UNITS	UNIT PRICE	
1.	Mobilization	1	LS		\$
2.	Miscellaneous Work and Cleanup	1	LS		\$
3.	Landfill Gas Collection Wells	525	LF	\$	\$
4.	Landfill Gas Collection Wells	12	EA	\$	\$
5.	8" HDPE Pipe	1,600	LF	\$	\$
6.	18" HDPE Pipe	900	LF	\$	\$
7.	Lateral Connections	12	EA	\$	\$
8.	Sodding	5,000	SY	\$	\$
9.	As-Built Record Drawings	1	LS		\$
	Discretionary Work				\$ 20,000.00
	TOTAL PRICE – QUOTE "A" 90 DAYS				\$

ITEM	QUOTE "B" - 60 CALENDAR DAY COMPLETION	QTY	UNITS	UNIT PRICE	EXTENDED PRICE
1.	Mobilization	1	LS		\$
2.	Miscellaneous Work and Cleanup	1	LS		\$
3.	Landfill Gas Collection Wells	525	LF	\$	\$
4.	Landfill Gas Collection Well Heads	12	EA	\$	\$
5.	8" HDPE Pipe	1,600	LF	\$	\$
6.	18" HDPE Pipe	900	LF	\$	\$
7.	Lateral Connections	12	EA	\$	\$
8.	Sodding	5,000	SY	\$	\$
9.	As-Built Record Drawings	1	LS		\$
	Discretionary Work				\$ 20,000.00
	TOTAL PRICE – QUOTE "B" 60 DAYS				\$

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

QUOTER: _____

CONTRACTOR'S QUESTIONNAIRE

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

1. LICENSE # and COMPANY'S NAME: _____
 CO. PHYSICAL ADDRESS: _____
 STATE OF INCORPORATION, IF APPLICABLE: _____
 TELEPHONE NUMBER: _____ email: _____
2. Bidding as an individual: ____; partnership: ____; corporation: ____; joint venture: ____
3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:

4. Your organization has been in business (under this firm's name) as a _____ for how many years? _____
5. Describe and give the date and owner of the last two government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

6. 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.

7. Have you ever failed to complete work awarded to you? Or provide projects not completed within contract time. If so, state when, where (contact name, address, phone number) and why?

8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

9. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:
 1. _____
 2. _____
 3. _____

10. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities? Have you visited the site? _____

11. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

12. Will you subcontract any part of this Work? If so, describe which major portion(s):

13. If any, list (with contract amount) WBE/MBEs to be utilized:

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

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

QUOTER: _____

GENERAL INFORMATION

PURPOSE

The work for this project consists of the construction to expand the Lena Road Landfill gas collection system involving installing gas extraction wells, well heads, and collection pipes.

SPECIFICATIONS

Vendors must submit quotes strictly in accordance with specifications. Each variance to these specifications must be specifically stated by the vendor on the quote form. Should the vendor not furnish the County a list of exceptions and supporting data, the County will assume the vendor is quoting in accordance with the specifications.

CLARIFICATION

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing.

TAXES

Manatee County is exempt from Federal and State Sales Taxes.

RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County.

BASIS OF AWARD

Award shall be to the most responsive, responsible quoter meeting specifications and having the lowest Total Price for **Quote "A"** or the lowest Total Price for **Quote "B"** for the requirements listed on the Quote Form for the Work as set forth in this Request For Quotation. There is no preference in award.

Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in this document to the County's satisfaction within the prescribed time. **Inspection of the project site is a prerequisite for award.**

QUALIFICATIONS

Each quoter must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this quote. **The contractor shall be certified in Florida as a General Contractor or a Utility Underground Contractor.**

PRICES AND TERMS

The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, permits, and equipment used to complete this project.

DRUG FREE WORK PLACE

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

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter. To insure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification is attached for this purpose.

COLLUSION

All vendors, by virtue of submitting their quote, certify that it is without any previous understanding, agreements or connections, with any persons, firm or corporation submitting a quote for same, and is in all respects fair, and without collusion or fraud.

UNBALANCED BIDDING PROHIBITED (Applicable to unit based quotes only)

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

UNBALANCED BIDDING PROHIBITED (cont'd)

1. Quoters showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate quotes. Quoters, quoting prices that substantially deviate, either higher or lower, from those included in the quotes of competitive quotes for the same line item unit costs.
2. Quotes where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event the County determines that a quote is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all source quotes, quotes, price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop the quote. The County reserves the right to reject as non-responsive any presumptive unbalanced quotes where the quoter is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

Front End Loading of Quote Pricing Prohibited (Applicable to unit based quotes only) Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive quote's within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded quotes could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized quoter. In the event the County determines that a quote is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, quotes, price lists, letters of intent, etc., which the quoter obtained and upon which the quoter relied upon to develop the pricing or acquisition timing for these quote items. The County reserves the right to reject as non-responsive any presumptive front end loaded quotes where the quoter is unable to demonstrate the validity and/or necessity of the front end loaded costs.

REGULATIONS

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

QUALITY TERMS

The County reserves the right to reject any product, if in its judgment the product reflects unsatisfactory workmanship, or manufacturing defects.

QUALITY GUARANTEE AND REMEDIAL CLAUSE

If any work or product does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the vendor will be required to rectify any and all work involved in the unsatisfactory situation. If the unsatisfactory work or products involves other vendors who are blameless, then it shall be the responsibility of the vendor responsible for the faulty work or the furnishing of unsatisfactory materials to reimburse the blameless vendors for any and all additional work or materials required due to the faulty work or products. The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials reflect unsatisfactory workmanship, or manufacturing defects.

SAVE HARMLESS CLAUSE

The successful vendor(s) covenants and agrees to indemnify and save harmless the County of Manatee, Florida and to defend same from all costs, expenses, damages, and attorney's fees, injury of loss, to which the County may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of contract, guaranty or warranty, by the successful vendor(s), his employees, agents or assigns.

COSTS INCURRED IN RESPONDING

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The County of Manatee, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

CANCELLATION

The Purchase Order (Contract) shall be subject to immediate cancellation, if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein will be returned at the vendor's expense and no payment for such defective items shall be due.

BE GREEN

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

TERMS AND CONDITIONS OF CONTRACT

SCOPE OF WORK

Manatee County's intent with this project is to expand the existing landfill gas collection system into recently filled areas of the Stage III Landfill to collect the landfill gas and transmit it to the flare for incineration. The scope of work consists of: drilling 12 vertical landfill gas collection wells; installing well heads on each well; trenching and installing 900 feet of the 18-inch diameter HDPE pipe and 1,600 feet of 8-inch diameter HDPE pipe; lateral connections of the new pipe to the existing collection pipes; and, restoring and placing sod on the disturbed areas. The Work shall be in accordance with this document and all associated plans and specifications.

Construction and record drawings are required of the successful quoter and shall fully meet the requirements of all current federal, state and county laws, rules, regulations and standards, with the most stringent applying.

COMPLETION OF WORK

The Work will be substantially complete and ready for occupancy within the specific calendar days from the date the Contract Time commences to run (upon issuance of Notice to Proceed). Two bids shall be considered based on **90 calendar days** and based on **60 calendar days**. The County has the sole authority to select the bid based on the Completion time which is in the best interest of the County. Only one award shall be made.

DISCRETIONARY WORK

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

LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **\$388** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

SCHEDULE OF VALUES

Unit Prices shall be established for this contract by the submission of a schedule of values. The Contractor shall submit a Schedule of Values within ten days of Notice to Proceed date. The Schedule shall include quantities and prices of items equaling the Total Price and will subdivide the Work into component parts in sufficient detail to serve as a basis for progress payments during construction. Such prices will 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.

PAYMENT

Contractor shall submit an application, on a form provided or approved by the County, of an approximate estimate of the proportionate value of the Work completed. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor within 20 days after the pay estimate has been approved by the County; or within 25 business day if County's consultant approval is required.

It is the Contractor's responsibility for the care of any stored materials. Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens"). The Contractor agrees to furnish an affidavit stating that all laborers, materialmen, and subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the materialmen, laborers, subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the Contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify the County in writing that the project is ready for final inspection by Manatee County. When final acceptance has been made by the County, the County will make final payment of the Contract amount. The Contract will be considered complete when all work has been finished, the final inspection made, and approved as-builts received. The Contractor's responsibility shall then terminate except as otherwise stated.

INSURANCE COVERAGE

The quoter will not commence work under a contract until all insurance coverage as might be required by the County, has been obtained. Minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

1. Workers' Compensation/Employers' Liability

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

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

\$ 100,000	(Each Accident)
\$ 300,000	(Disease-Policy Limit)
\$ 100,000	(Disease-Each Employee)

2. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of the Limits of

Insurance (Designated Project of Premises) endorsement (ISO Form GC 25 03) to a Commercial General Liability Policy with the following minimum limits:

Products/Completed Operations Aggregate	\$ 300,000
Personal and Advertising Injury	\$ 300,000
Each Occurrence	\$ 300,000
Fire Damage (Any one fire)	\$ NIL
Medical Expense (Any one person)	\$ NIL

3. Business Auto Policy

Each Occurrence Bodily Injury and Property	
Damage Liability Combined	\$ 300,000
Annual Aggregate (If Applicable)	Three times each occurrence limit.

4. Owners Protective Liability Coverage

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

5. Property Insurance

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

6. Installation Floater

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

7. Certificates of Insurance and Copies of Policies

Certificates of Insurance evidencing the insurance coverage specified in the six above paragraphs 1., 2., 3., 4., 5., and 6. shall be filed with Purchasing before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the quote number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

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

RETAINAGE

1. Contract under \$100,000: Contracts which do not require performance and payment bonds, a **retainage** of 10% of the total contract amount shall be withheld from all payments until 50% of the Work has been completed. After 50% completion, the retainage shall be reduced to 5% of the total contract amount, and one half of the previously withheld amount shall be paid to the Contractor. The remaining retainage shall be included in the final payment.

RETAINAGE (cont'd)

2. Contract over \$100,000: Contracts which do require a performance and payment bond (if the total quote price exceeds \$100,000), a **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the Owner may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work. Upon final acceptance, the remaining retainage shall be included in the final payment.

PERFORMANCE AND PAYMENT BONDS (If the total quote price exceeds \$100,000)

The successful quoter shall furnish a surety bond(s) as security for faithful performance of the contract awarded as a result of this quote, and for the payment of all persons performing labor and/or furnishing material in connection therewith. If the total quoted price is over \$100,000, the surety of such bonds shall be in an amount equal to the contract award (100% each) and from a duly authorized and nationally recognized surety company, authorized to do business in Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds a certificate and effective dated copy of power-of-attorney.

Furnishing the performance and payment bonds shall be requisite to entering into a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful contractor to execute such contract and to supply the required bonds shall be just cause for annulment of the award. The County may then contract with another acceptable quoter or readvertise this Request for Quotation. If another quoter is accepted, and notice given within 90 days after the opening of quotes, this acceptance shall bind the quoter as though they were originally the successful quoter.

Failure of the County at any time, to require performance by the contractor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions.

STATEMENT OF NO QUOTE DUE TO RFQ MAXIMUM LIMITATIONS

Please note that the process utilizing a Request for Quote is valid for a maximum expenditure of \$299,999.99. In accordance with Florida State Statutes, Section 255.0525, construction projects with a value in excess of \$299,999.99, must be competitively quote with public announcement.

Therefore, if your quotation would be in an amount of \$299,999.99 or more, please do not submit your quote or reveal your pricing, but return the attached Statement of No Quote form stating that your quotation would exceed this amount.

GENERAL CONDITIONS
For Construction Quotations as a Stipulated Unit Cost Contract

ARTICLE I - DEFINITIONS

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

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

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

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

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

Award - Acceptance of the quotation from the person, firm, or corporation which in the Owner's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Manatee County Code of Laws.

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

Quoter - One who submits a quotation directly to the Owner, as distinct from a sub-contractor, who submits an offer to a Contractor.

Quotation Documents - Consists of the Quotation, which includes but is not limited to: the quotation form, drawings, technical specifications, terms and conditions, and the proposed contract documents (including all Addenda issued prior to receipt of quotations); and becomes a part of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Field Order - A written order issued by Project Representative which orders minor changes in the Work, but which does not involve a change in the contract price or the contract time.

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

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

Notice of Award - The written notice to the successful contractor stating Award has been approved by the Purchasing Official in accordance with Manatee Code of Law, Chapter 2-26

Notice of Intent to Award - The written notice to the apparent low quoter stating Award has been recommended with final Award to be authorized by Ordinance 08-43, Manatee County Purchasing Code.

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 (ten days from date of such notice) Contractor's obligations under the contract documents.

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

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

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

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

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

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

Schedule of Values: Unit Prices shall be established for this contract by the submission of a schedule of values. The Contractor shall submit a Schedule of Values within ten days of Notice to Proceed date. The Schedule shall include quantities and prices of items equaling the Total Bid Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will 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.

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

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

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

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

Successful Contractor- The lowest qualified, responsible and responsive quoter to whom an award is made.

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the

anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also 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 under the contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the notice to proceed, but no work shall be done at the site prior to the date on which the contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the 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 his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 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 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, RE-USE

- 3.1 The contract documents comprise the entire Agreement between Owner and Contractor concerning the work. The contract documents are complementary; what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with the laws and ordinances of the state of Florida and Manatee County. Should a conflict exist within the Contract Documents, the precedence in ascending order of authority is as follows: 1) Standard Printed Technical Specifications, 2) Special Conditions, 3) General Conditions and 4) Drawings. Note: Computed dimensions shall govern over scaled dimensions.
- 3.2 It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the contract documents. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with

that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of quotations, 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, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.

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

3.3.1 A Formal Written Amendment

3.3.2 A Change Order

3.3.3 A Work Directive Change

3.3.4 An Administrative Contract Adjustment

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

3.4.1 A Field Order

3.4.2 Engineer's approval of a Shop Drawing or sample.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Saturday or Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least 72 hours in advance).

- 4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime

costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the contract documents.
- 4.5 Contractor shall be fully responsible to 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. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization.
- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. 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.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
 - 4.9.1 all employees on the Work and other persons and organizations who may be affected thereby;

- 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to 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 contract documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the quotation, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the quotation, 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.
 - 4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the work while the substitute was undergoing review.
- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the state of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the Work and all other matters which can in any way affect the Work under this contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his quotation on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of quotation, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the Contract Documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the Work, finds that the drawings and/or technical specifications cannot be followed, he 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 risk.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to the Contractor within a reasonable time (no more than 20 days) after the Work has been accepted by the County. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.
- 5.2 The Owner shall provide the lands upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The 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.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 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 change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any Work performed that is not required by the contract documents as amended, modified and supplemented.
- 6.3 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.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the contract price or contract time for the proposed change. Engineer shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7 - CHANGE OF CONTRACT PRICE

- 7.1 The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the contract price.
- 7.2 The contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at Owner's discretion):
 - 7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
 - 7.3.2 By mutual acceptance of lump sum.
 - 7.3.3 On the basis of the cost of the Work, plus a 20% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
 - 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
 - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
 - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
 - 7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
 - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

ARTICLE 8 - CHANGE OF CONTRACT TIME

- 8.1 Contract time may only be changed by a change order or a written amendment. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.
- 8.2 The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.
- 8.3 All time limits stated in the contract documents are of the essence.

ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants (for a minimum period of one year or as otherwise stated herein) and guarantees to Owner that all work will be in accordance with the contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).
- 9.2 If any work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the Contract Documents.
- 9.3 If the work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, 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 engineers, architects, 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 schedule and shall not be entitled to an extension of the contract time and the recovery of delay damages due to correcting or removing defective work.

- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective work, or fails to perform the work in accordance with the contract documents, or fails to comply with any other provision of the contract documents, Owner may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct, indirect and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.
- 9.3.2 If within one year after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to 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.

ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

- 10.1 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 price or an extension of the contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.2 Owner may terminate the contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the work in accordance with the contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the contract.
- 10.2.1 Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the work all materials and equipment stored at the site or for which 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 price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the work, Owner shall not be required to obtain the lowest figure for the work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

- 10.3 If, through no act or fault of Contractor, the work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to 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 Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the work until payment of all amounts then due.

ARTICLE 11 - CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercised 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. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.
- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of contract claims to the Purchasing Official for a decision within the earlier of sixty (60) days after the last date on which the contractor provided any goods or services required by the contract or after the date on which the contractor knew or should have known such a claim existed. The Manatee County Code of Law section 2-26-63 Contract Claims details the requirements and process for such a claim.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

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

12.2 Resident Project Representative will:

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

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

- 12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative:
- 12.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment;
 - 12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the contract documents;
 - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent, or expedite the work;
 - 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents;
 - 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work;
 - 12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and
 - 12.3.7 Shall not participate in specialized field or laboratory tests.

NOTE: The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract shall be determined by the County.

END OF SECTION

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

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

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for RFQ No. 11-2164DC Phase II Stage III Landfill Gas Collection in strict accordance with specifications and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Public Works Department, is responsible as the OWNER and Post Buckley Schuh & Jernigan, Inc. (d/b/a PBS&J), hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the OWNER'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee
Public Works Department
Attn:
IFB #11-2164DC
1112 Manatee Avenue West
Bradenton, Florida, 34205
Phone: 941-748-4501 extension:

PBS&J, Inc.
482 South Keller Road
Orlando, Florida 32810

Phone:
Fax:

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

Article 3. CONTRACTOR'S REPRESENTATIONS

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

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

- 3.7 CONTRACTOR shall schedule and perform the Work subject to OWNER's approval and shall hold OWNER harmless from all liabilities incurred due to CONTRACTOR's failure to coordinate with the OWNER.

Article 4. CONTRACT DOCUMENTS

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

- 4.1 This Agreement and Quote Document IFB #11-2164DC
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (attached by reference)
- 4.4 Addenda numbers ___ to ___, inclusive.
- 4.5 CONTRACTOR's Quote Form and any other information submitted by Contractor prior to Notice of Award.
- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

Article 5. MISCELLANEOUS

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.

5.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (**RFQ No. 11-2164DC Phase II Stage III Landfill Gas Collection**), subject to additions and deductions as provided therein, the sum of _____ Dollars and __Cents (\$____) for Quote “ ” based on Completion Time of __ calendar days and the sum of **\$388** as liquidated damages for each calendar day of delay.

CONTRACTOR

BY: _____
Signature

Type Name and Title of Signer

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, who is personally known to me or
who has produced _____ as identification.

(impress official seal)

Notary Public, State of Florida

My commission expires: _____

COUNTY OF MANATEE, FLORIDA

Authority to execute this contract per Manatee County Code, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/2009.

BY: _____
R.C. "Rob" Cuthbert, CPM, Purchasing Manager

DATE: _____

Attachment "A"

Drug Free Work Place Certification

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

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

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

_____ for _____
 [print name of entity submitting sworn
 statement]

whose business address is: _____

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

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

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

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

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

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

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

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

ATTACHMENT A (Cont'd.)

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

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

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

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

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 200__ by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

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

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

Attachment "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6, MANATEE COUNTY PURCHASING CODE

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

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

_____ for _____
[print name of entity submitting sworn statement]

whose business address is: _____

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

the Social Security Number of the individual signing this sworn statement: _____

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

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

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

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

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

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

Attachment B (Cont'd.)

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__ by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

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

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

STATEMENT OF NO QUOTE

If you do not intend to quote please complete and return this form immediately to:

Manatee County Purchasing
Email: deborah.carey-reed@mymanatee.org

We, the undersigned, have declined to quote on: Request For Quotation #11-2164DC Phase II Stage III Landfill Gas Collection for the following reason(s):

- ☐ Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond requirement
- ☐ Specifications unclear (explain below)
- ☐ Unable to meet insurance requirements
- ☐ Remove us from your "Bidders List"
- ☐ Other (specify below)

REMARKS:

We understand that if we do not submit a Quote and this Statement of No Quote is not executed and returned, our company may not be contacted by you for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____ Fax: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

email address: _____

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

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

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

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

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

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on www.manatee-chamber.com as well as using the same vendor categories for registration.

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

Quick steps to on line registration: www.mymanatee.org

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

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

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

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

SECTION 2-26-6 LOCAL PREFERENCE, TIE BIDS, LOCAL BUSINESS DEFINED

1. Unless otherwise specified, whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.
2. Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.
3. Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.
4. Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.
5. For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts:
 - a. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;

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

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

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

A. AUTHORIZED REPRESENTATIVE

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

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

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

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

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

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

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

Signature of Affiant _____

STATE OF FLORIDA

COUNTY OF _____

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

(Notary Seal) Signature of Notary: _____

Name of Notary (Typed or Printed): _____

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

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



Florida Department of Environmental Protection

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

October 22, 2008

CERTIFIED MAIL 7007 2680 0000 5033 0023
RETURN RECEIPT REQUESTED

NOTICE OF PERMIT

Manatee County, Utility Operations
Mr. Daniel T. Gray, Director
4410 66th Street West
Bradenton, Fl. 34210

DEP File No. 39884-016-SC/08,
Manatee County

NOTICE OF PERMIT

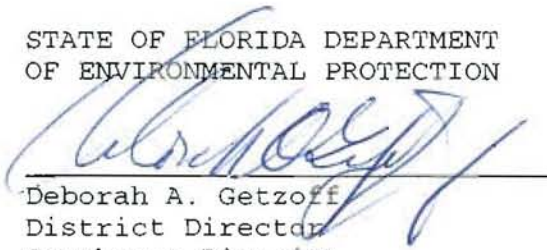
Dear Mr. Gray:

Enclosed is **Permit No.: 39884-016-SC/08**, issued pursuant to
Section(s) 403.087(1), Florida Statutes.

Any party to this Order (permit) has the right to seek judicial review of the Order pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Blvd., Mail Station 35, Tallahassee, 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this Notice is filed with the Clerk of the Department.

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION


Deborah A. Getzoff
District Director
Southwest District

CERTIFICATE OF SERVICE

This undersigned duly designated deputy clerk hereby certifies that this NOTICE OF PERMIT was mailed to the addressee before the close of business on Oct 22, 2008.
(date stamp)

Other copies were transmitted electronically to the listed persons.

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52(10), Florida Statutes, with the designated Department, Clerk, receipt of which is hereby acknowledged.

Anna Brathy
Clerk

10/22/2008
Date

DAG/sjp

Attachment

Copies furnished to:

Manatee County Board of County Commissioners
Manatee County Notification List
Gus DiFonzo, Manatee Co., email: gus.difonzo@co.manatee.fl.us
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Florida Department of Environmental Protection

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Lt. Governor

Michael W. Sole
Secretary

PERMITTEE

Manatee County
Daniel T. Gray
Utility Operations Director
4410 66th Street West
Bradenton, FL 34210

PERMIT/CERTIFICATION

WACS ID No: SWD-41-44795
Permit No: 39884-016-SC/08
Date of Issue: 10/22/2008
Expiration Date: 10/19/2011
County: Manatee
Lat/Long: 27°28'10"N
82°26'35"W
Sec/Town/Rge: 1/35S/18E
31/34S/19E
6&7/35S/19E
Project: Lena Road Class I LF
Stage III, gas collection
system

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule(s) 62-4, 62-302, 62-330, 62-522, 62-550, and 62-701. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans and other documents, attached hereto or referenced in Specific Condition #A.2. and made a part hereof and specifically described as follows:

To expand an active gas extraction system at a Class I landfill (approximately 58 acres), referred to as the **Lena Road Landfill (Stage III, gas collection system)**, subject to the specific and general conditions attached, located at 3333 Lena Road, Bradenton, Fl. The specific conditions attached are for the **construction** and operation of:

1. Active gas extraction system within (Stage III) lined landfill area

Gas extraction system	Vertical wells (6 inch diameter, HDPE SDR 11 w/ 5/8 inch perforations) [ref. SC#A.2.a(2), Sheet C-4], laterals (8-inch HDPE SDR 17 solid wall pipe) sloped min. 2% to drain to condensate knockouts [ref. SC#A.2.a(2), Sheets C-3, C-3A and C-3B] gas flows to existing flare station
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Replaces Permit No.: N/A, new

This permit contains compliance items summarized in **Attachment 1** that shall be complied with and submitted to the Department by the dates noted. If the compliance dates are not met and submittals are not received by the Department on the dates noted, enforcement action may be initiated to assure compliance with the conditions of this permit.

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.161, 403.727, or 403.861, Florida Statutes. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of rights, nor any infringement of federal, State, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

(a) Have access to and copy any records that must be kept under conditions of the permit;

(b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and

(c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

GENERAL CONDITIONS:

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- (a) A description of and cause of noncompliance; and
- (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-730.300, Florida Administrative Code, as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:

- (a) Determination of Best Available Control Technology (BACT)
- (b) Determination of Prevention of Significant Deterioration (PSD)
- (c) Certification of compliance with State Water Quality Standards (Section 401, PL 92-500)
- (d) Compliance with New Source Performance Standards

GENERAL CONDITIONS:

14. The permittee shall comply with the following:

(a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.

(b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

(c) Records of monitoring information shall include:

1. the date, exact place, and time of sampling or measurements;
2. the person responsible for performing the sampling or measurements;
3. the dates analyses were performed;
4. the person responsible for performing the analyses;
5. the analytical techniques or methods used;
6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS: PART A -Solid Waste Facility General Requirements

1. **Facility Designation.** This site shall be classified as a Class I landfill and shall be constructed, operated, closed, monitored and maintained in accordance with all applicable requirements of Chapters 62-4, 62-302, 62-330, 62-520, 62-522, 62-550, and 62-701, Florida Administrative Code (F.A.C.) and all applicable requirements of Department rules.

2. **Permit Application Documentation.** This permit is valid for **construction and operation** of the Stage III active gas extraction system in accordance with Department rules and the reports, plans and other information prepared by Post, Buckley, Schuh & Jernigan (PBSJ) (unless otherwise specified) as follows:

a. Manatee County Solid Waste Management Facility, Lena Road Landfill, Stage III Landfill Gas Collection System Construction Permit Application,... (one 3-ring binder) dated January 31, 2008 (received February 7, 2008), as revised, replaced or amended (information inserted into original) dated April 17, 2008 (received April 22, 2008) and June 24, 2008 (received June 25, 2008). This information includes, but is not limited to:

1) Lena Road Landfill Contract for Stage III Landfill Gas Collection System, Technical Specifications, [Specs.] (Section 3);

2) Plan Sheets titled, Manatee County Lena Road Landfill Stage III Landfill, Gas Collection System,... (9 Sheets) dated January 2008, revised April 2008 (received June 25, 2008) (reduced size set in Section 4, full-size set in file);

b. Responses to Requests for Additional Information,... dated April 17, 2008 (received April 22, 2008) and June 24, 2008 (received June 25, 2008), inserted into original [ref.SC#A.2.a];

c. The following information submitted for Modification #39884-015-SO/MM (this information is located in the 3-ring binder referenced in SC#A.2.a. or SC#A.2.f. of modified permit #39884-010-SO/01):

1) Landfill Gas Startup/Shutdown/Malfunction Plan, received June 20, 2008 (Attachment L-3 of Operations Plan [ref.SC#A.2.a(1)] of modified permit #39884-010-SO/01),

2) Information concerning biosolids dryer system (Section 5 of information listed in SC#A.2.f. of modified permit #39884-010-SO/01), and

3) Information concerning landfill gas engines, conditioning system, radiators, and associated buildings (Section 4 of information listed in SC#A.2.f. of modified permit #39884-010-SO/01).

SPECIFIC CONDITIONS: PART A -Solid Waste Facility General Requirements

3. Permit Modifications.

a. Any construction or operation not previously approved as part of this permit shall require a separate Department permit unless the Department determines a permit modification to be more appropriate. Any significant changes to the construction or operation at the facility shall require a permit modification. Permits shall be modified in accordance with the requirements of Rule 62-4.080, F.A.C. A modification which is reasonably expected to lead to substantially different environmental impacts which require a detailed review by the Department is considered a substantial modification.

b. This permit **does not authorize** landfill operation. Construction, operation, or other activities not previously approved as part of this permit shall require a separate Department permit unless the Department determines a permit modification to be more appropriate, or unless otherwise approved in writing by the Department.

c. Since construction and operational details for the landfill gas engines, gas conditioning system, radiators and associated buildings described in Section 4 of the information submitted for modification #39884-015-SO/MM (ref. SC#A.2.f. of modified permit 39884-010-SO/01) were not provided, this permit **does not authorize** the construction or operation of those systems. A modification of this permit or closure permit #39884-011-SF/01 shall be required for the construction and operation of these systems.

4. Permit Renewal. No later than April 19, 2011, the permittee shall apply for a renewal of a permit on forms and in a manner prescribed by the Department, in order to assure conformance with all applicable Department rules. Permits shall be renewed at least every five years as required by Rule 62-701.320(10)(b), F.A.C.

5. Professional Certification. Where required by Chapter 471 (P.E.) or Chapter 492 (P.G.), Florida Statutes, applicable portions of permit applications and supporting documents which are submitted to the Department for public record shall be signed and sealed by the professional(s) who prepared or approved them.

6. General Conditions. The permittee shall be aware of and operate under the "General Conditions." General Conditions are binding upon the permittee and enforceable pursuant to Chapter 403, Florida Statutes.

7. Permit Acceptance. By acceptance of this Permit, the Permittee certifies that he/she has read and understands the obligations imposed by the Specific and General Conditions contained herein and also including date of permit expiration and renewal deadlines. It is a violation of this permit for failure to comply with all conditions and deadlines.

8. Regulations. Chapter 62-701, F.A.C., effective May 27, 2001, is incorporated into this permit by reference. In the event that the regulations governing this permitted operation are revised, the Department shall notify the permittee, and the permittee shall request modification of those specific conditions which are affected by the revision of regulations to incorporate those revisions.

SPECIFIC CONDITIONS: PART A -Solid Waste Facility General Requirements

9. **Prohibitions.** The prohibitions of Rule 62-701.300, F.A.C., shall not be violated by the activities at this facility.

a. In the event that limestone is encountered during excavation or construction activities, the excavation/construction activities shall cease and the Department shall be notified **within 24 hours of discovery**. Written notification shall be submitted **within 7 days of discovery**. The written notification shall include the location, elevation, and extent of limestone noted on a plan sheet, a description of the materials encountered, and a plan of action which ensures that groundwater will not be adversely affected by the continued construction and operation of the facility. Excavation or construction activities shall not resume in the affected area until the Department-approved plan of action has been completed.

b. In the event that surface depressions or other occurrences which may be indicative of sinkhole activity or subsurface instability, are discovered on-site, or within 500 feet of the site, the Department shall be notified in accordance with Specific Condition #C.6.b. The written notification shall include a description of the incident, the location and size of the affected area shown on an appropriate plan sheet, and a corrective action plan which describes the actions necessary to prevent the unimpeded discharge of waste or leachate into ground or surface water.

c. Open burning of solid waste is prohibited except in accordance with Rule 62-701.300(3) and Chapter 62-256, F.A.C. All fires which require longer than one (1) hour to extinguish must be promptly reported to the Department in accordance with Specific Condition #C.6.b.

SPECIFIC CONDITIONS: PART B - Construction Requirements

1. **Construction.** All significant construction activities shall be approved by the Department prior to initiating work, unless specifically authorized otherwise.

a. This permit authorizes the construction of the Stage III active gas extraction system and related appurtenances.

b. Since construction details for the landfill gas engines and conditioning system described in Section 4 of the information submitted for modification #39884-015-SO/MM (ref. SC#A.2.f. of modified permit 39884-010-SO/01) were not provided, this permit **does not authorize** the construction or operation of that system.

2. **Certification of Construction Completion.** All information required by this Specific Condition shall be signed and sealed by a registered professional engineer or land surveyor as appropriate.

a. **Within sixty (60) days** after the specified construction has been completed, the following activities shall be completed and submitted by the permittee for Department approval:

1) The owner or operator shall submit a Certification of Construction Completion, Form 62-701.900(2), signed and sealed by the professional engineer in charge of construction and quality assurance to the Department for approval, and shall arrange for Department representatives to inspect the construction in the company of the permittee, the engineer, and the facility operator.

2) The owner or operator shall submit Record Drawings/Documents showing all changes (i.e. all additions, deletions, revisions to the plans previously approved by the Department including site grades and elevations). The Record Documents shall include as-built plans details and elevations (survey) as appropriate.

3) The owner or operator shall submit a narrative indicating all changes in plans, the cause of the deviations, and certification of the Record Drawings/Documents by the Engineer to the Department.

4) The professional engineer of record shall submit to the Department a final report to verify conformance with the plans and specifications in accordance with Rules 62-701.400(7) and (8), F.A.C.

3. **Record Drawings/Documents.**

a. The Record Drawings/Documents shall include, but not be limited to, the following information:

1) As-built locations and details (elevations) of repairs to or penetrations through the slurry wall;

2) Daily construction reports;

3) A compact disc or other electronic media that includes all available photographs documenting all stages of the construction project;

4) Permeability testing for each slurry wall repair;

SPECIFIC CONDITIONS: PART B - Construction Requirements

(Specific Condition #B.3.a., cont'd)

- 5) As-built invert elevations for the extraction wells and wellhead headers and laterals;
- 6) As-built invert elevations for the gravity condensate transmission pipe.
- 7) An operation and maintenance manual for the gas extraction system;
- 8) Gas well construction diagrams, including elevation at top of ground, total depth of well, static water level, temperature of spoils, depth, thickness and description of soil or waste strata and the occurrences of any water-bearing zones. [Spec.02610-1.03.C.]

4. Pre-Construction Submittals.

a. At least thirty (30) days prior to initiation of any construction activity, unless otherwise specified, the permittee shall submit the following information to the Department:

- 1) A complete set of Plans, Specifications and CQA Plan to be used for construction which includes all changes (i.e., all additions, deletions, revisions to the plans previously approved by the Department). All changes shall be noted using strikethrough (~~strikethrough~~) for deletions, and shading (~~shading~~) or underline (underline) for additions. All changes in the plans, specifications and CQA Plan shall be accompanied by a narrative indicating the change. Significant changes in the plans, as determined by the Department, shall require a permit modification. All changes in the plans shall be noted on the plans and the cause of the deviation and a re-certification of the alternate design by the design engineer shall be provided. These alternate designs shall be approved by the Department prior to construction. If no changes have been made to the construction plans, Specifications or CQA Plan, the permittee shall notify the Department in writing that no changes have been made, and re-submittal of these documents will not be required prior to construction;
- 2) The role and name of the specific company/organization for each of the parties in the Project team;

b. No later than 2 weeks prior to construction of the following components of the project, the Department shall be notified of the initiation of construction of these components (for each phase of construction) to allow the Department to observe the construction of:

- 1) penetrations through the slurry wall

5. **Pre-Construction Meeting Notification.** Department Solid Waste Permitting staff shall be notified at least one (1) week prior to all pre-construction meetings. Prior to initiating construction activities, the permittee shall make arrangements for the Engineer of Record to meet on site and discuss all plan changes with Department Solid Waste Permitting Staff of the Southwest District Office. A copy of the minutes from the pre-construction conference shall be submitted to the Department within two (2) weeks of the conference.

SPECIFIC CONDITIONS: PART B - Construction Requirements

6. Construction Schedule and Progress Report.

a. No later than one (1) week after the pre-construction conference, the owner or operator shall submit a construction schedule which includes estimated dates for each portion of the construction to the Department. The Engineer of Record or another qualified professional engineer shall make periodic inspections during construction to ensure that design integrity is maintained.

b. An updated construction schedule and progress report shall be submitted to the Department **monthly, by the 15th of each month**. The monthly progress report should be submitted in an appropriately labeled three-ring binder of sufficient size to store the monthly progress reports for the entire project. The monthly progress reports shall include, but not be limited to:

- 1) A narrative explaining the status (and any delays) of major stages of the construction (i.e., piping, slurry wall penetrations, etc.),
- 2) A summary of submittals and change order requests,
- 3) Weekly progress meeting minutes [Spec.01200-1.03.A.] and
- 4) Color copies of photographs which are representative of the typical construction activities for the reporting period, and photographs which show overall views and details of major stages of construction (e.g., lift station construction/connections, etc.).

7. Construction Tolerances.

a. Gas collection pipe slopes shall be a minimum of 2%. Invert elevations of the gas collection pipes shall be recorded every 100 feet to demonstrate that the gas collection system has been constructed to the slopes and grades shown on the drawings. [Spec.02221-3.02., 15051-3.01.C.] This information shall be included with the Record Documents.

b. The construction tolerance for elevations shall be ± 0.10 ft.

8. Laboratory and Field Testing Requirements. Field and laboratory testing during the construction activities shall be conducted by a qualified testing laboratory, independent of the manufacturer or installer, representing the owner. A qualified field technician representing the owner shall provide full time, on-site inspection during construction. The field technician shall work under the supervision of a professional engineer registered in the State of Florida with experience in landfill liner construction.

9. Construction Quality Assurance.

a. Liner systems shall have a construction quality assurance plan to provide personnel with adequate information to achieve continuous compliance with the construction requirements. The Construction Quality Assurance Plan shall be in accordance with Rules 62-701.400(7) and (8), F.A.C., and the conditions of this permit. The professional engineer or his designee shall be on-site at all times during construction (including gas management system) to monitor construction activities.

SPECIFIC CONDITIONS: PART B - Construction Requirements

(Specific Condition #B.9., cont'd)

- b. A complete set of construction drawings and shop drawings, which include daily additions, deletions and revisions, shall be maintained on-site at all times for reference. Work shall not be concealed until required information is recorded.
- c. All liquid encountered during construction inside the slurry wall is leachate and shall be managed appropriately [see Spec. 01030-1.09, 02221-1.02.B.]. Leachate shall not be deposited, injected, dumped, spilled, leaked, or discharged in any manner to the land, surface water or groundwater outside the slurry wall (liner system) at any time during the construction activities.
- d. Unsatisfactory, defective or non-conforming work shall be reported to the Engineer and shall be corrected, or the reasons for not correcting the work shall be recorded and maintained on-site for reference and inspections. Documentation of the corrections or reasons for not correcting the work shall be submitted with the Record Documents required by Specific Conditions #B.2 and #B.3. All areas not meeting the requirements of the contract specifications and CQA Plan shall be reworked by the Contractor to meet the specifications, CQA Plan and requirements of this permit.
- e. Construction activities such as surveying, gas well drilling, etc., shall not be carried out in non-daylight hours without prior Department approval. If these activities will be conducted during nighttime hours, the Department shall be notified **at least 1 week** in advance to allow for Department observation. This notification shall include a description of the methods which will be used to provide adequate illumination to ensure that the quality of the construction is not compromised.
- f. All portions of the gas management system construction, shall be observed and documented by the CQA Consultant.
- g. CQA daily reports shall include weather conditions (e.g., precipitation, temperature).
- h. Runoff from stockpiled soils shall not discharge to surface water bodies or wetlands such that Department surface water standards are violated at the point of discharge.
- i. All excavations shall be maintained free from standing water. Except for the stormwater management system construction, no construction, including pipe laying, shall be allowed in water. The surface shall be graded such that there is no ponding of water.
- j. The Department shall be notified in accordance with Specific Condition #C.6.b. of all fuel, oils, greases, solvents, lubricants, etc., that are spilled or leaked in areas that may discharge outside the slurry wall. The permittee shall ensure that all personnel working on the landfill site (including contractors and subcontractors) shall utilize all appropriate measures to prevent spills and leaks of fuel, solvents, lubricants, oils, etc.

SPECIFIC CONDITIONS: PART B - Construction Requirements

(Specific Condition #B.9., cont'd)

k. All waste exposed by excavations or other construction activity shall be covered or removed for disposal at the active working face daily. [Spec.01015-1.12;02610-3.03.A.] All wastes generated during the construction shall be disposed of in the on-site, active Class I landfill. No solid waste shall be used for backfill.

l. Gas well drilling shall be in accordance with Specification Section 02610 and the conditions of this permit [Spec.02610-3.01.A.]. In the event that the gas well installation indicates that the clay confining unit under the landfill may have been encountered during gas well installation, the gas well drilling **shall cease** in the affected area and the Department shall be notified in accordance with Specific Condition #C.6.b. The information required by Specification 02610-1.03.C. shall be provided with the written notification. Gas well installation shall not resume until specifically approved by the Department.

m. All newly constructed work such as landfill gas wells, well heads, pipes, stormwater inlets, groundwater monitoring wells, etc., shall be protected. In the event that any groundwater monitoring well is damaged, the Department shall be notified in accordance with Specific Condition #C.6. [Spec.01015-1.11B.]

10. Soil Materials.

a. Repairs to the slurry wall shall be in accordance with Specification Section 01015-1.03. The Department shall be notified of repairs to the slurry wall in accordance with Specific Condition #B.4.c.

b. Pipe bedding materials for pipes installed within the limits of the slurry wall shall not contain any angular stone.

c. The aggregate used for the gas system installation shall be non-calcareous washed well-graded granite. [Spec.02610-2.01.A.]

11. Geosynthetic Materials.

a. The geosynthetic materials used in this project include HDPE piping and fittings only. The installation and materials of the piping and fittings shall be in accordance with Specification Section 15051.

SPECIFIC CONDITIONS: PART C - Operation Requirements

1. Facility Operation Requirements.

a. The permittee shall operate the active portions of this facility in accordance with Chapter 62-701, F.A.C., and Operation Permit #39884-010-SO/01 (including modifications, if any), or its successors.

b. Leachate shall not be deposited, injected, dumped, spilled, leaked, or discharged in any manner to soils, surface water or groundwater outside the liner and leachate management systems at any time during the construction or operation of this facility.

c. The gas flare shall be kept in operation at all times during construction. [Spec.01005-1.11.B.]

d. Drainage from the gas condensate management system (e.g., flare station gas knockout) shall not be deposited, injected, dumped, spilled, leaked, or discharged in any manner to soils, surface water or groundwater outside the liner and leachate management systems at any time during the construction or operation of this facility. These liquids shall be tested to ensure that they are non-hazardous prior to disposal.

2. Facility Personnel. The owner or operator shall provide adequate personnel for constructing, operating, monitoring and maintaining the facility in an orderly, safe, and sanitary manner.

3. Control of Access. Access to, and use of, the facility shall be controlled as required by Rule 62-701.500(5), F.A.C.

4. Monitoring of Waste. Wastes shall be monitored as required by Operation Permit #39884-010-SO/01 (including modifications), or its successors.

5. Control of Nuisance Conditions. The owner or operator shall control odors, vectors (mosquitoes, other insects, rodents), and fugitive particulates (dust, smoke) arising from the construction and operation so as to protect the public health and welfare. Such control shall minimize the creation of nuisance conditions on adjoining property. Complaints received from the general public, and confirmed by Department personnel upon site inspection, shall constitute a nuisance condition, and the permittee must take immediate corrective action to abate the nuisance.

6. Facility Maintenance and Repair.

a. The site shall be properly maintained including maintenance of access roads to disposal areas, equipment, stormwater and leachate management systems, cover systems and berms, gas monitoring and management systems, surface water monitoring system, and groundwater monitoring system. Erosion and ponded water in disposal areas shall be prevented.

b. In the event of damage to any portion of the landfill site facilities, unauthorized leachate discharges, failure of any portion of the landfill systems (including damaged or dry groundwater monitoring wells), fire, explosion, the development of sinkhole(s) or other subsurface instability at the site, the permittee shall immediately (within 24 hours) notify the Department explaining such occurrence and remedial measures to be taken, method to prevent reoccurrence, and time needed for repairs. **Written, detailed notification shall be submitted to the Department within seven (7) days following the occurrence.** Routine maintenance does not require notification but shall be noted on daily reports.

PERMITTEE: Manatee County Utilities Dept.
Mr. Dan Gray, Director

PERMIT NO: 39884-016-SC/08
Lena Road Class I LF gas extraction system

SPECIFIC CONDITIONS: PART C - Operation Requirements

7. **Stormwater Management.** The site shall have a surface water management system designed, constructed, operated, and maintained to prevent surface water from running on to waste filled areas, and a stormwater runoff control system designed, constructed, operated, and maintained to collect and control stormwater to meet the requirements of Chapter 62-330, F.A.C., and the requirements for management and storage of surface water in accordance with Rule 62-701.500(10), F.A.C., to meet applicable standards of Chapters 62-3, 62-302, and 62-330, F.A.C. The stormwater management system shall be inspected for damage and proper operation daily.

SPECIFIC CONDITIONS: PART D - Recordkeeping

1. **Report submittals.** Unless otherwise specified, all submittals, notifications, requests for permit modification, reports for compliance with this permit, etc. shall be sent to: Solid Waste Section, Department of Environmental Protection, Southwest District Office, 13051 North Telecom Parkway, Temple Terrace, Fl. 33637-0926.
2. **Operation Plan and Operating Record.** Each landfill owner or operator shall have an operational plan which meets the requirements of Rule 62-701.500(2), F.A.C. A copy of the Department approved permit, operational plan, construction reports and record drawings, and supporting information shall be kept at the facility at all times for reference and inspections. Operating records as required by Rule 62-701.500(3), F.A.C., are part of the operations plan, and shall also be maintained at the site.
3. **Waste Records.** The permittee shall maintain all records required by the construction specifications, CQA Plan and this permit on-site, and shall provide copies to the Department upon request, unless specified otherwise.
4. **Financial Assurance.** The permittee shall provide adequate financial assurance for this facility and related appurtenances in accordance with Rule 62-701.630, F.A.C.
 - a. All costs for closure shall be adjusted and submitted **annually, by September 1st each year** to: Solid Waste Manager, Solid Waste Section, Department of Environmental Protection, 13051 North Telecom Parkway, Temple Terrace, Fl. 33637-0926.
 - b. Proof that the financial mechanism has been adequately funded shall be submitted **annually** to: Financial Coordinator, Solid Waste Section, Department of Environmental Protection, 2600 Blair Stone Road, MS#4565, Tallahassee, Florida 32399-2400.

PERMITTEE: Manatee County Utilities Dept.
Mr. Dan Gray, Director

PERMIT NO: 39884-016-SC/08
Lena Road Class I LF gas extraction system

SPECIFIC CONDITIONS: PART E - Water Quality Monitoring Requirements

1. **Water Quality Monitoring Quality Assurance.** Water quality monitoring shall be conducted as required by operation permit number 39884-010-SO/01, including modifications if any, or its successors.

SPECIFIC CONDITIONS: PART F - Landfill Gas Management

1. Landfill Gas - NSPS and Title V Air Requirements.

a. This solid waste permit will meet the statutory requirement to obtain an air construction permit before modifying or constructing a source of air pollution, except for those landfills that are subject to the prevention of significant deterioration (PSD) requirements of Chapter 62-212, F.A.C. Facilities that are subject to the PSD requirements shall obtain an air construction permit from the Bureau of Air Regulation prior to beginning construction or modification pursuant to Rule 62-210.400, F.A.C.

b. The permittee shall comply with any applicable Title V air operation permit application requirements of Chapter 62-213, F.A.C., and 40 CFR 60, Subparts WWW and CC, as adopted by reference at Rule 62-204.800, F.A.C. Title V Permit applications shall be submitted to the District Air Program Administrator or County Air Program Administrator with air permitting authority for the landfill.

c. The permittee shall submit to the Division of Air Resources Management, Department of Environmental Protection, Mail Station 5500, 3900 Commonwealth Blvd., Tallahassee, FL 32399-3000, any amended design capacity report and any Non-Methane Organic Compound (NMOC) emission rate report, as applicable, pursuant to 40 CFR 60.757(a)(3) and (b).

2. Gas Monitoring and Control. Landfill gas shall be monitored and controlled as required by Operation Permit #39884-010-SO/01 (including modifications), or its successors.

3. Gas Monitoring Locations. Gas monitoring probes shall be located as listed in Operation Permit #39884-010-SO/01 (including modifications), or its successors.

4. Gas Remediation. In the event that the Lower Explosive Limit (LEL) is greater than 25% inside structures both on or off of the landfill site, or greater than 100% at the property boundary, the owner shall submit to the Department, **within 7 days of detection**, a remediation plan detailing the nature and extent of the problem and the proposed remedy. The remedy shall be completed **within 60 days of detection** unless otherwise approved by the Department.

SPECIFIC CONDITIONS: PART G - Closure and Long-Term Care Requirements

1. Closure Requirements.

a. No later than ninety (90) days prior to the date when wastes will no longer be accepted for portions of the landfill which have reached closure design dimensions, the landfill owner or operator shall submit a closure permit application to the Department, in order to assure conformance with all applicable Department rules. A closure permit is required prior to implementing closure related activities.

b. Long-Term Care Requirements. The owner or operator shall perform long-term care for the site in accordance with Rule 62-701.620, F.A.C., and the Long-Term Care Plan referenced in modified permit #39884-010-SO/01, or its successors. Long-term care includes, but is not limited to, water quality, leachate and gas monitoring; maintenance of the final cover system; maintenance of the leachate collection and removal system; maintenance and operation of the gas collection system; erosion control; and the prevention of ponding within disposal areas.

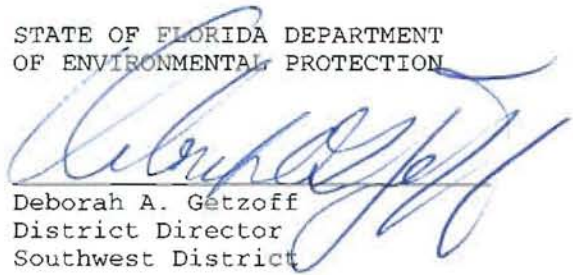
c. After final cover construction for all areas of the landfill is completed, and construction is approved by the Department, the permittee shall file a declaration to the public in the deed records in the office of the county clerk.

2. Future use of closed landfill areas. Prior to implementation, the owner or operator shall submit a plan for any proposed uses of the closed portions of the landfill to the Department for approval. This plan shall include a description of the proposed use, and evaluation of the impact on the existing landfill systems (e.g. final cover, leachate collection, bottom liner), engineering designs, calculations and plans as appropriate, etc. The proposed activity shall not be initiated without prior Department approval.

3. Final Cover. Portions of the landfill which have been filled with waste to the extent of designed dimensions shall be closed (shall receive final cover) within 180 days after reaching design dimensions, in accordance with Rule 62-701.500(7)(g), F.A.C. and all applicable requirements of Department rules.

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Deborah A. Getzoff
District Director
Southwest District

ATTACHMENT 1		
Specific Condition	Submittal Due Date	Required Item
A.4.	No later than 04/19/2011	Submit permit renewal application
A.9.a.	Within 24 hours of discovery Within 7 days of verbal notification	Notification of sinkholes or subsurface instability Written notification & corrective action plan
B.2.a.	Within 60 days of completion	Submit certification of construction completion, record drawings, etc.
B.4.a.	At least 30 days prior to construction	Submit complete plans, specification, CQA plan, or statement that no changes have occurred, org. chart with parties/roles,
B.4.b.	No later than 2 weeks prior to construction of penetrations of the slurry wall	Notify of construction initiation to allow for observation
B.5.	At least 1 week prior	Notify of preconstruction meeting
B.6.a.	No later than 1 week after pre-construction meeting	Submit meeting minutes
B.6.b.	Monthly, by the 15 th each month	Submit monthly progress report & schedule
B.9.e.	At least 1 week prior	Notify of night work
C.6.b.	Within 24 hours of discovery Within 7 days of verbal notification	Notification of: hazardous waste receipt, failure of landfill systems or equipment Written notification & corrective action plan
D.4.a.	Annually, by September 1 st each year	Submit revised cost estimates
D.4.b.	Annually	Submit proof of funding
F.4.	Within 7 days of detection Within 60 days of detection	Submit gas remediation plan Complete corrective actions
G.1.a.	No later than 90 days prior to the date when wastes will no longer be received in active LF areas	Submit Closure Permit application

LENA ROAD LANDFILL
CONTRACT FOR
PHASE II
STAGE III LANDFILL GAS COLLECTION SYSTEM
TECHNICAL SPECIFICATIONS

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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 the Florida Department of Environmental Protection Landfill Construction Permit. 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 Engineer and Owner, 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 costs incidental thereto. 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 therefore.

The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.

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 Engineer, 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 Engineer 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 Engineer, 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 there from 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 Engineer, should such errors or omissions be discovered. All schedules are given for the convenience of the Engineer 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

The names of proposed manufacturers, material men, suppliers and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Engineer for approval. Such approval must be obtained before shop drawings will be checked. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. He shall, upon the request of the Engineer, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate its satisfactory performance.

All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request, in writing to the Engineer, that the manufacturer or subcontractor deal directly with the Engineer. 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 ensure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

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.

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 Engineer 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.

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 Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner 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 Owner 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 Engineer 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 Engineer 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 Owner.

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 Owner formally takes over the operation thereof.

B. Costs

All inspection and testing of materials furnished under this Contract will be performed by the Owner 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 Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests on materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture

When inspection is waived or when the Engineer 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.

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 Engineer, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced. The Engineer 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 Owner/Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor. The grades shown on the drawings for piping and ditches are minimum grades. The soil component thicknesses shown on the drawings are minimum thicknesses. The soil thicknesses for cover over pipes shown on the drawings are minimum thicknesses. The pipe dimensions shown on the drawings are nominal dimensions per ASTM Standards.

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 to 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 NGVD 1929 Datum and/or NAVD 1988.

1.08 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" signs at all places where the work causes obstructions to the normal traffic or constitutes in any way a hazard to the public.

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 gasoline motors 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.

Except in the event of an emergency, no work shall be done between the hours of 6:00 P.M. and 7:00 A.M. If the proper and efficient prosecution of the work requires

operations during the night, the written permission of the Owner shall be obtained before starting such items of the work.

D. 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.

1.09 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 Engineer and in accordance with the Plans and Specifications. The work must be done by competent workmen skilled in the trade required by the restoration.

1.10 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 Engineer, Manatee County's Owner Representative and/or the Florida Department of Environmental Protection regulator 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.

1.11 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 Engineer which results from his construction operations.

B. Existing Facilities

The work shall be so conducted to maintain existing facilities in operation insofar as is possible. The flare shall be kept in operation at all times.

C. 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.

D. Spill Prevention, Control and Reporting

The contractor shall take care to prevent fuel spills, and shall have a training program and plan for the prevention and control of spills. Fuel spills shall be reported, and cleaned up per F.A.C. Chapter 62-770 Petroleum Contamination Site Cleanup Criteria. Temporary storage tanks for the project shall meet F.A.C. Chapter 62-762 Above Ground Storage Tank System as applicable.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. The work included in this contract consists of the construction of Phase II of the Lena Road Landfill Stage III Landfill Gas Collection System which involves expanding the existing landfill gas collection system. The landfill gas collection system expansion consists of installing the landfill gas extraction wells in the landfill, the well heads, collection pipes including the laterals and headers and connecting the header to the existing header pipe at the locations shown on the drawings. The Contractor shall phase his work such that the landfill gas flare is kept in operation. Work includes start-up and testing of each well, balancing the new gas extraction wells with the existing system so the final system is in complete operation at the end of the project. The Contractor shall be responsible for sodding all disturbed areas, and watering the sod until the sod is established. The Owner will provide the Contractor with reuse water from the adjacent wastewater treatment plant for watering the sod.
- 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 Owner.
- 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 WORK SEQUENCE

- A. All work for this project will be done under this Contract, and shall be done with a minimum of inconvenience to the users of the landfill.
- B. The Contractor shall, if necessary and feasible, construct the work in stages to accommodate the Owner's use of the premises during the construction period; coordinate the construction schedule and operations with the Owner's Representative.

1.03 CONSTRUCTION AREAS

- A. The Contractor shall: Limit his use of the construction areas for work and for storage, to allow for:
 - 1. Works by other Contractors.
 - 2. Owner's Use.
 - 3. Public Use.
- B. Coordinate use of work site under direction of Engineer or Owner'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 Owner or separate contractor.

1.04 OWNER OCCUPANCY

- A. It is assumed that portions of the Work will be completed prior to completion of the entire Work. Upon completion of construction of each individual section, including testing, the section may be connected to the landfill gas collection system and landfill gas sent to the flare. The Owner will accept the entire work as a whole when it is completed, tested and approved by the Engineer and Owner.

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 ensure the completion of the work within the time stipulated in the Contract. If at any time such personnel appears to the Engineer 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 Engineer 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 WORK LOCATIONS

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

1.03 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. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of open trench, prohibiting stacking excavated material 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.

1.04 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 at the direction of the Engineer. Test pits shall be backfilled immediately after location and the

surface shall be restored in a manner equal or better than the original condition. No separate payment will be made.

1.05 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 Engineer.
- C. Along the location of this work, all physical features shall be protected and restored in a thoroughly workmanlike manner unless otherwise shown on the drawings. 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.

1.06 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 Engineer.
- 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 Engineer and Owner.
- C. Detours around construction areas will be subject to the approval of the Owner and the Engineer. Where detours are permitted, the contractor shall provide all necessary barricades and signs as required to divert the flow of traffic. While traffic is detoured, the Contractor shall expedite construction operations and periods when traffic is being detoured, will be strictly controlled by the Owner.

1.07 WATER FOR CONSTRUCTION PURPOSES

- A. Reuse water is available for the Contractor from the adjacent wastewater treatment plant by way of an effluent water pipeline.

1.08 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 residues 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.

1.09 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 Engineer.

1.10 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 newly constructed work or existing work such as landfill gas wells, well heads, pipes, storm water inlets, energy dissipaters, groundwater monitoring wells, landfill gas monitoring probes, etc. shall be protected in a manner approved by the Engineer. Should any newly constructed work be 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 Engineer. If, in the final inspection of the work, any defects, faults, or omissions are found, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the warranty period described in the Contract.

1.11 PROCEDURE IF WASTE IS ENCOUNTERED DURING EXCAVATIONS

- A. If waste is encountered during excavations such as for pipelines, test pits, borings for gas wells, etc., the waste shall be loaded into a truck and hauled to the working face of the active landfill for disposal. No waste shall be returned to any excavation or boring. No waste shall be left exposed over night. Before the end of each work day, all waste excavated that day shall be hauled to the working face for disposal prior to Manatee County placing the initial cover over the solid waste received for that day.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 PERMITS

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

1.02 CONNECTIONS TO EXISTING SYSTEM

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

1.03 RELOCATIONS

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

1.04 EXISTING UNDERGROUND PIPING, STRUCTURES AND UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, sewer, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines as to avoid damage to the existing lines. Cost for relocation of all existing lines shall be included in the price bid for the project. Should damage occur to an existing line, the Contractor shall bear the cost of all repairs.
- B. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are

temporarily stayed in position while work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

- C. The existing utility locations are shown without express or implied representation, assurance, or guarantee that they are complete or correct or that they represent a true picture of underground piping to be encountered. The Contractor shall be responsible for notifying the various utility companies to locate their respective utilities in advance of construction in conformance with all requirements provided for in the Florida Underground Facilities Damage Prevention and Safety Act (Florida Statutes, Title XXXIII, Chapter 556).
- D. The existing piping and utilities that interfere with new construction shall be rerouted as shown, specified, or required. Before any piping and utilities not shown on the Drawings are disturbed, the Contractor shall notify the Engineer of the location of the pipeline or utility and shall reroute or relocate the pipeline or utility as directed. Cost for relocation of existing pipelines or utilities shall be included in the price bid for the project.
- E. The Contractor shall exercise care in any excavation to locate all existing piping and utilities. All utilities which do not interfere with complete work shall be carefully protected against damage. Any existing utilities damaged in any way by the Contractor shall be restored or replaced by the Contractor at his expense as directed by the Engineer and/or the owner of the utility.
- F. It is intended that wherever existing utilities such as water, sewer, gas, telephone, electrical, or other service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated in the Drawings. However, when in the opinion of the Engineer this procedure is not feasible, he may direct the use of fittings for a utilities crossing as detailed on the Drawings. No deflections will be allowed in gravity sanitary sewer lines or in existing storm sewer lines.

1.05 SUSPENSION OF WORK DUE TO WEATHER

The contractor shall suspend work due to inclement weather such as rainstorms, thunderstorms, threat of lightening, hurricanes, etc., or when the weather impairs the quality of the work. (Revised 4/17/08)

1.06 HURRICANE PREPAREDNESS PLAN

- A. Within 30 days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane warning.

- B. In the event of inclement weather, or whenever Engineer shall direct, Contractor shall insure that he and his Subcontractors shall carefully protect work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any portion of work or materials is damaged due to the failure on the part of the Contractor or Subcontractors to protect the work, such work and materials shall be removed and replaced at the expense of the Contractor.

1.07 POWER SUPPLY

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

1.08 SALVAGE

Any existing equipment or material, including, but not limited to, valves, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the Engineer or Owner and if so shall be protected for a reasonable time until picked up by the Owner. Any equipment or material not worthy of salvaging, as directed by the Engineer, shall be disposed of by the Contractor at no additional cost.

1.09 DEWATERING

- A. The Contractor shall do all groundwater pumping necessary to prevent flotation of any part of the work during construction operations with his own equipment.
- B. The Contractor shall pump out water and wastewater which may seep or leak into the excavations for the duration of the Contract and with his own equipment. He shall dispose of this water by pumping it to the nearest leachate manhole for disposal with the landfill leachate. (Revised 4/17/08)

1.10 ADDITIONAL PROVISIONS

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

construction operations and must repair all such damage when and as ordered by the Engineer.

1.11 CONSTRUCTION CONDITIONS

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

1.12 PUBLIC NUISANCE

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

1.13 WARRANTIES

- A. All material supplied under these Specifications shall be warranted by the Contractor and the manufacturers for a period of three (3) years. Warranty period shall commence on the date of Owner acceptance.
- B. The material shall be warranted to be free from defects in workmanship, design and materials. If any part of the system should fail during the warranty period, it shall be replaced at no expense to the Owner.
- C. The manufacturer's warranty period shall run concurrently with the Contractor's warranty or guarantee period. No exception to this provision shall be allowed. The Contractor shall be responsible for obtaining warranties from each of the respective suppliers or manufacturers for all the material specified under these contract specifications,

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01050

FIELD ENGINEERING AND SURVEYING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

1. The Contractor shall provide and pay for field surveying service required for the project.
2. 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. All survey work required in execution of Project.
 2. All costs of construction layout shall be included in the unit and lump sum prices contained in the respective divisions of the Contract Bid Form.
 3. Civil, structural or other professional engineering services specified or required to execute Contractor's construction methods.

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 approved by the Owner. The Contractor shall be responsible for the layout of all such lines and grades, which will be subject to verification by the Engineer.

1.03 SURVEY REFERENCE POINTS

- A. Existing basic horizontal and vertical control points for the Project are designated on the Contract Drawings.
2. 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.
 1. Make no changes or relocations without prior written notice to Engineer.

2. Report to Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace project control points which may be lost or destroyed.
4. Establish replacements based on original survey control.

1.04 PROJECT SURVEY REQUIREMENTS

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

1.05 RECORDS

Maintain a complete, accurate log of all control and survey work as it progresses.

The Contractor shall employ a Professional Engineer or Surveyor registered in the State of Florida to verify survey data and properly prepare record drawings on Mylar and 3-1/2" diskettes. The Record Drawings, together with two copies, shall be certified by the licensed professional and shall be submitted to the Owner/Engineer.

1.06 SUBMITTALS

- A. Submit name and address of Professional Surveyor and Mapper to Engineer for Owner's approval.
2. Submit certificate signed by the Professional Surveyor and Mapper certifying that elevations and locations of improvements are in conformance, or nonconformance, with Contract Documents.

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 Owner/Engineer 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.

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 Owner until as-built (record) drawings have been submitted and approved by the Engineer.

1. Shop Drawings, Working Drawings.
2. Clearing, grubbing and grading except as hereinafter specified.
3. Trench excavation.
4. Dewatering and disposal of surplus water.
5. Structural fill, backfill, and grading.
6. Replacement of unpaved roadways.
7. Cleanup and miscellaneous work.
8. Borrow materials.
9. Testing and placing system in operation.
10. Any material and equipment required to be installed and utilized for tests.
11. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
12. Maintaining the existing quality of service during construction.
13. Appurtenant work as required for a complete and operable system.

BID ITEM NO. 1 - MOBILIZATION

Measurement and payment for this Bid Item shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, all required insurance for the project and the Contractor's mobilization and demobilization costs as shown in the Bid Form.

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

BID ITEM NO. 2 - MISCELLANEOUS WORK AND CLEANUP

Payment for all work included under this Bid Item shall be made at the Contract lump sum price bid listed in the Bid Form and shall represent full compensation for all labor, materials and equipment required to perform all the work as shown on the Contract Drawings and specified herein and any other miscellaneous work not specifically included for payment under other Bid Items obviously necessary to complete the Contract. Partial payments will be based on the breakdown of the Bid Item in accordance with the Schedule of Values submitted by the Contractor and approved by the Engineer. Payment shall also include full compensation for project photographs, project signs, traffic control, rubbish and spoil removal, repair, replacement or relocation of all signs, walls, private irrigation systems and related items and any and all other items required to complete the project in accordance with Contract Documents.

BID ITEM 3 – LANDFILL GAS COLLECTION WELLS

Payment for all work included under this Bid Item shall be made at the applicable Contract unit price bid per linear foot for furnishing and installing the landfill gas extraction well to the depths shown on the Contract Drawings and designated on the Bid Form for the actual length installed.

Measurement for the installed length shall be measured vertically from top of ground to bottom of extraction well. The extraction pipe shall be left a minimum of 4-feet above the top of ground as shown on the drawings, but not included in the measurement for the depth of the boring.

Payment shall represent full compensation for all labor, excavation, dewatering, casing, pipe, materials, backfill, compaction, testing, equipment and loading, hauling and dumping of the waste from the boring at the Stage III Landfill working face. No disposal fee will be charged. Also included shall be the recording of well location by coordinates and elevation, and all other appurtenances and incidentals required or specified to complete the well installation. No additional compensation

will be made by the Owner for excavation performed below the bottom of the well.

BID ITEM 4 - LANDFILL GAS COLLECTION WELL HEADS

Payment for all work included in these Bid Items will be made at the applicable Contract unit price bid for furnishing and installing each landfill gas collection well head with fittings and connections as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, material, and equipment required to complete these Bid Items.

BID ITEM 5 – 8-inch HDPE PIPE

Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid per the schedule of prices for furnishing and installing the eight inch diameter HDPE pipe as shown on the Contract Drawings and listed in the Bid Form. Measurement and Payment shall be made for the actual length of the listed diameter pipe installed and will represent full compensation for all labor, materials, excavation, including dewatering, bedding, backfill, compaction, testing and equipment required to complete the Bid Item. No additional compensation will be made for excavation below the bottom of the pipe, for solid waste removal or bedding and backfill materials. No solid waste shall be used for backfill. All solid waste excavated will be loaded, hauled and dumped at the working face of the Stage III Landfill. No disposal fee will be charged.

BID ITEM 6 – 18-inch HDPE PIPE

Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid per the schedule of prices for furnishing and installing the eighteen inch diameter HDPE pipe as shown on the Contract Drawings and listed in the Bid Form. Measurement and Payment shall be made for the actual length of the listed diameter pipe installed and will represent full compensation for all labor, materials, excavation, including dewatering, bedding, backfill, compaction, testing and equipment required to complete the Bid Item. No additional compensation will be made for excavation below the bottom of the pipe, for solid waste removal or bedding and backfill materials. No solid waste shall be used for backfill. All solid waste excavated will be loaded, hauled and dumped at the working face of the Stage III Landfill. No disposal fee will be charged.

BID ITEM 7 – LATERAL CONNECTIONS

Payment for all work included under this Bid Item shall be made at the applicable Contract unit price bid for furnishing, installing and connecting the new lateral landfill gas pipe to the existing lateral stub outs at the locations as shown on the Contract Drawings.

Payment shall represent full compensation for all labor, excavation, dewatering, casing, pipe, materials, backfill, compaction, testing, equipment and all other appurtenances and incidentals required or specified to complete the connection.

BID ITEM 8 - SODDING

Payment for all work included in this Bid Item will be made at the applicable Contract unit price bid per square yard for furnishing and installing sodding as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, materials, fertilizer, water, necessary equipment, and incidentals necessary to complete the work, ready for approval and acceptance by the Engineer/Owner.

BID ITEM NO. 9 – AS-BUILT RECORD DRAWINGS

Payment for all work included under this Bid Item shall be made at the Contract lump sum price bid listed in the Bid Form and shall represent full compensation for all labor, materials and equipment required to perform all the work as shown on the Contract Drawings and specified herein and any other miscellaneous work not specifically included for payment under other Bid Items obviously necessary to complete the Contract. Payment shall also include full compensation for completion of all as-built record drawings.

BID ITEM 10 - DISCRETIONARY WORK

Payment for all work under this Bid Item and listed in the Bid Form shall be made only at the Owner's discretion in order to satisfactorily complete the project in accordance with the Plans and Specifications.

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 Owner and Contractor.

1.02 FORMAT AND DATA REQUIRED

- A. Submit payment requests in the form provided by the Owner 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 Owner or the Engineer 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: See General Conditions.
- B. Field Directive Change: See General Conditions.

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 Engineer 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.
- C. The Board of County Commissioners executes all Change Orders.

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.

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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 DIRECTIVE CHANGE

- A. In lieu of a Change Order, the Project Manager may issue a Field Directive change for the Contractor to proceed with additional work within the original intent of the Project.
- B. Field Directive change 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 Directive change 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 Engineer/Owner 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, plus additional information.
1. Name of the Owner'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. Form: see Section 00550 for sample form.
- C. Change Order will describe changes in the Work, both additions and deletions, with attachments as necessary to define details of the change.
- D. 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 Owner, 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 Owner for approval. The Owner 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. Owner's definition of the scope of the required changes.
 - 2. Contractor's Proposal for a change, as approved by the Owner.
 - 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 Owner and Contractor.

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

- A. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- B. Engineer will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- C. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- D. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

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.
 - 1. 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 Owner or Engineer 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. Owner's Engineer.
 - 2. Owner'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. Owner's REQUIREMENTS.
7. Temporary utilities.
8. Housekeeping procedures.
9. Liquidated damages.
10. Equal Opportunity Requirements.
11. Laboratory testing.
12. Job meetings.

1.03 PROGRESS MEETINGS

- A. Schedule regular meetings. The progress meetings will be held weekly or less with the first meeting 30 days after the pre-construction meeting, or seven days after the notice to proceed, whichever is sooner. The Contractor, Resident Project Representative, Design Engineer and Owner must be represented at the weekly progress meetings. Subcontractors as needed shall also be represented.
- B. Hold special meetings as required.
- C. The Resident Project Representative shall meet daily with the Contractor's Superintendent to review the progress of the project.

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 Owner and accomplished in a logical order to maintain utilization and flow through existing facilities 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 Sunday or legal holidays without written permission of the Owner. 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 Owner. Such permission, however, may be revoked at any time by the Owner 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.

1.03 PROGRESS OF THE WORK

The work shall be executed with such progress as may be required to prevent any delay to the general completion of the work. The work shall be executed at such times and in or on such parts of the project and with such forces, materials and equipment to assure completion of the work in the time established by the Contract and in the manner set forth in the Contract.

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 are the sole responsibility of the Contractor. The progress schedule requirement is established to allow Engineer to review Contractor's planning, scheduling, management and execution of the work; to assist Engineer 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 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.
- 4. The schedules shall be prepared and submitted using the latest version of Microsoft Project, or other Owner approved software.

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 Engineer to review all submittals as set forth in the Contract Documents; items of work required of Owner 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 Owner.
- 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 Engineer, 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 to 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 Engineer. 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 Engineer 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 three copies of 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 Owner, 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 monthly progress schedules with each month's application for payment.
- G. Contractor shall submit three monthly status reports which will be retained by the Owner and Engineer.

2.06 MONTHLY STATUS REPORTS

- A. Contractor shall submit three copies of 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 Engineer and Contractor at a monthly schedule meeting and Contractor will address Engineer'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 Engineer 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. Engineer shall have 10 calendar days after receipt of the submittal to respond. Upon receipt of Engineer's comments, Contractor shall make the necessary revisions and submit the revised schedule within 10 calendar days. The resubmittal, if concurred with by Owner, 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 by Engineer and concurrence by Owner. 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 Engineer, for one of the following reasons:
 - 1. Owner or Engineer directs a change that affects the date(s) specified in the Agreement or alters the length of a critical path.
 - 2. Contractor elects a change that affects the date(s) specified in the Agreement or alters the length of a critical path.
- C. If, prior to agreement on an equitable adjustment to the Contract time, Engineer requires revisions to the schedule in order to evaluate planned progress, Contractor shall provide an interim revised submittal for review with change effect(s)

incorporated as directed. Interim revisions to the documents which are recommended to the Owner for concurrence will be incorporated in the next Monthly Status Report.

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 Engineer for review and approval: working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this section called data), 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.
- B. Within thirty (30) calendar days after the effective date of the Agreement, the Contractor shall submit to the Engineer, a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items and the date on which each Shop Drawing shall be submitted. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log should include the following items:
 - 1. Submittal description and number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 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 Engineer 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 Engineer 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. 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.
- C. The Contractor shall furnish the Engineer 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.
- D. 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 Engineer, with No Exceptions Taken or Approved As Noted.
- E. The Contractor shall submit to the Engineer 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 Engineer receives them.
- F. The Contractor shall submit five (5) copies of descriptive or product data submittals to complement shop drawings for the Engineer plus the number of copies which the Contractor requires. The Engineer shall retain five (5) sets. All blueprint shop drawings shall be submitted with one (1) set of 3 mil thick polyester film reproducible. The Engineer will review the blueprints and return to the Contractor the set of marked-up sepias with appropriate review comments.

- G. 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 Engineer of the necessary Shop Drawings.

1.04 ENGINEER'S REVIEW OF SHOP DRAWINGS AND WORKING DRAWINGS

- A. The Engineer'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 Engineer, 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 Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting any exception.
- D. When reviewed by the Engineer, 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 Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- 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 Engineer.
- G. The Engineer 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 Engineer's actual payroll cost.

- H. When the Shop and Working Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- 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 Engineer 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 Engineer 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 Engineer will utilize the color "red" in marking shop drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer project as-built drawings.

1.06 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 Engineer where required by the Contract Documents or requested by the Engineer and shall be submitted at least thirty (30) days (unless otherwise specified by the Engineer) 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 Engineer, 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 Owner and Engineer shall not have responsibility therefore.

1.07 SAMPLES

- A. The Contractor shall furnish, for the review of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer 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 Engineer.
- 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 Engineer. 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 Engineer 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.

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 taping, including furnishing all labor, materials, equipment and incidentals necessary to obtain photographs of all construction areas. 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.

1.03 PROJECT PHOTOGRAPHS

- A. Provide two prints 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 for a period of two years from date of substantial completion of the project.
 - 3. Photographer shall agree to furnish additional prints to Owner and Engineer 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 Engineer at each period of photography for instructions concerning views required.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01410

TESTING AND TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

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

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work and/or to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them

are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor and no extra charge to the Owner shall be allowed on account of such testing and certification.

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 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. After receipt of such notice, the Engineer and Owner 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 Engineer determines that the work is not substantially complete:
 - 1. The Engineer 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 Engineer.
 - 3. The Engineer shall reinspect the work.
- E. When the Engineer finds that the work is substantially complete:
 - 1. He shall prepare and deliver to the Owner 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 Owner as provided in

Conditions of the Contract. When the Engineer considers the work substantially complete, he will execute and deliver to the Owner and the Contractor 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 Owner's representative and are operational.
 - 5. The work is completed and ready for final inspection.
- 2. The Engineer shall make an inspection to verify the status of completion after receipt of such certification.
- 3. If the Engineer determines that the work is incomplete or defective:
 - 1. The Engineer 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 Engineer that the work is complete.
 - 3. The Engineer shall reinspect the work.
- 4. Upon finding the work to be acceptable under the Contract Documents, the Engineer shall request the Contractor to make closeout submittals.
- 5. 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 Owner for the Engineer's fees.

1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

1. Project Record Documents (prior to substantial completion).
2. Operation and maintenance manuals (prior to substantial completion).
3. Warranties and Bonds.
4. Evidence of Payment and Release of Liens: In accordance with requirements of General and Supplementary Conditions.
5. Certification letter from Florida Department of Transportation and Manatee County Department of Transportation, as applicable.
6. Certificate of Insurance for Products and Completed Operations.
7. Final Reconciliation, Warranty Period Declaration, and Contractor's Affidavit (Manatee County Project Management Form PMD-8).

1.05 FINAL ADJUSTMENT OF ACCOUNTS

1. Submit a final statement of accounting to the Engineer.
2. Statement shall reflect all adjustments to the Contract Sum:
 1. The original Contract Sum.
 2. Additions and deductions resulting from:
 1. Previous Change Orders
 2. Unit Prices
 3. Penalties and Bonuses
 4. Deductions for Liquidated Damages
 5. Other Adjustments
 3. Total Contract Sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
3. 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 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall maintain at the site for the Owner one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Engineer's field orders or written instructions.
 - 6. Approved shop drawings, working drawings and samples.
 - 7. Field test records.
 - 8. Construction photographs.

1.02 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 Engineer.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress.

- C. Do not conceal any work until required information is recorded.
- D. 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 $\pm 1/2$ 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 Owner/Engineer.
- E. 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.
- F. Shop Drawings (after final review and approval):
1. Five sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.05 SUBMITTAL

- A. Prior to substantial completion, deliver Record Documents and Record Drawings to the Engineer.
- 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 design professionals (Engineer and Surveyor licensed in Florida), as stipulated by the Land Development Ordinance and submitted on signed and dated Mylar drawings together with 3-1/2" diskettes, AutoCAD Release 12 or later for review and the use of the County in the following format:

The diskettes shall contain media in AutoCAD Version 12 or later, or in any other CAD program compatible with AutoCAD in DWG or DXF form. Where large projects or exceptionally large files prohibit the use of diskettes, the files will be accepted on a CD ROM. All fonts, line types, shape files 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.

- C. All record drawing requirements must be submitted to the Engineer prior to starting the bacteria testing of water lines.
- D. Accompany submittal with transmittal letter in duplicate, 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 2 STANDARDS

2.01 MINIMUM RECORD DRAWING STANDARDS FOR ALL RECORD DRAWINGS SUBMITTED TO MANATEE COUNTY

- A. All valves, fire hydrants, manholes, water, reclaim 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 an easement, shall be located by elevation and by station and offset based on intersection PI'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.
- B. Elevations shall be provided as listed above and 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.
- C. Slopes for pipe and ditches shall be recalculated, based on actual field measured distances, elevations, pipe size and type shown. Cross section of drainage ditches and

swales shall be verified.

- D. 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.
- E. Record drawings shall show bearings and distances for all right-of-way and easement lines, and property corners.
- F. 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 the centerline of right-of-way to the facility.
- G. 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.
- H. Underdrain cleanouts for retention systems outside right-of-way shall be located by station and offset from an appropriate baseline.
- I. 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.
- J. Elevations shall be provided on the top of operating nuts for water and force main valves at major intersections connecting to County and/or State roads at proposed or existing arterial highways and at drain crossings.
- K. Allowable tolerance shall be ± 6 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 of $\pm 1/2$ inch.

PART 3 EXECUTION (NOT USED)

END OF SECTION

01720-5

SECTION 01730

OPERATING AND MAINTENANCE DATA

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.

Prepare operating and maintenance data as specified in this and as referenced in other pertinent sections of Specifications.

- B. Instruct Owner's personnel in maintenance of products and equipment and systems.
- C. Provide three (3) sets of operating and maintenance manuals for each piece of equipment provided within this Contract.

1.02 FORM OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by Owner's personnel.

- B. Format:

1. Size: 8-1/2 inches x 11 inches
2. Paper: 20 pound minimum, white, for typed pages
3. Text: Manufacturer's printed data or neatly typewritten
4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Fold larger drawings to size of text pages.
5. Provide fly-leaf for each separate product or each piece of operating equipment.
 - a. Provide typed description of product and major component parts of equipment.
 - b. Provide indexed tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS." List:
 - a. Title of Project.
 - b. Identity of separate structures as applicable.
 - c. Identity of general subject matter covered in the manual.

C. Binders:

1. Commercial quality three-ring binders with durable and cleanable plastic covers.
2. Maximum ring size: 1 inch.
3. When multiple binders are used, correlate the data into related consistent groupings.

1.03 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three copies of complete manual in final form.
- B. Content for each unit of equipment and system, as appropriate:
 1. Description of unit and component parts.
 - a. Function, normal operating characteristics and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Operating Procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.

3. Maintenance Procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting."
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 4. Servicing and lubricating schedule.
 - a. List of lubricants required.
 5. Manufacturer's printed operating and maintenance instructions.
 6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. List of predicted parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 8. As installed control diagrams by controls manufacturer.
 9. Each contractor's coordination drawings.
 - a. As installed color-coded piping diagrams.
 10. Charts of valve tag numbers, with location and function of each valve.
 11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
 12. Other data as required under pertinent sections of specifications.
- C. Content, for each electric and electronic system, as appropriate:
1. Description of system and component parts.

- a. Function, normal operating characteristics and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
2. Circuit directories of panel boards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
3. As-installed color-coded wiring diagrams.
4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting."
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
6. Manufacturer's printed operating and maintenance instructions.
7. List of original manufacture's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
8. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.

- D. Prepare and include additional data when the need for such data becomes apparent during instruction on Owner's personnel.

- E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.04 SUBMITTAL SCHEDULE

- A. Submit one copy of completed data in final form fifteen days prior to substantial completion.
 - 1. Copy will be returned after substantial completion, with comments (if any).
- B. Submit two copies of approved data in final form. Final acceptance will not be provided until the completed manual is received and approved.

1.05 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.
 - 1. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

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, surveying and incidentals necessary to perform all excavation, backfill, compaction, grading, trench protection or other related work required to complete the piping work shown on the Drawings and specified herein.
- B. Prior to commencing work, the Contractor shall examine the site and undertake his own subsurface investigations if needed, and take into consideration all conditions that may affect his work.

1.02 PROTECTION

- A. Sheeting and Bracing in Excavations:
 - 1. If needed, the Contractor shall properly construct 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 from 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.
- B. Drainage
 - 1. The Contractor shall construct and place all pipelines, bedding and cover in-the-dry.
 - 2. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavations and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until pipes have been completed. Any water that collects in the excavation shall be pumped to the nearest leachate collection manhole.
 - 3. The Contractor shall furnish all materials and equipment to perform all work required for handling water that may be encountered during construction of pipelines.

PART 2 PRODUCTS

2.01 MATERIALS

A. General

1. Materials for use as backfill shall be described below. For each material, the Contractor shall notify the Engineer of the source of the material and shall furnish the Engineer, for approval, a representative sample weighing approximately 50 pounds.
2. Additional materials shall be furnished as required from off-site sources and hauled to the site.

B Common Fill

1. Common fill material used in trenches for backfill shall be free from organic matter, muck or marl and rock exceeding 1/2" in diameter. Common fill shall not contain broken concrete, masonry, rubble or other similar materials.
2. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpiles for reuse. All material which, in the opinion of the Engineer, is not suitable for reuse or is contaminated with solid waste shall be hauled to the working face of the on-site Stage III landfill by the Contractor for disposal.

C. Pipe Bedding

1. Coarse aggregate shall be used for pipe bedding at locations indicated on the Drawings.
2. Coarse aggregate for pipe bedding shall be size No. 57 or No.7 with gradation as noted in Table 1 of Section 901 of Florida Department of Transportation, Construction of Roads and Bridges.

PART 3 EXECUTION

3.01 TRENCH EXCAVATION, BACKFILLING AND COMPACTION

- A. Excavation for all trenches required for the installation of pipes shall be made to the depths indicated on the Drawings and in such manner and to such widths as will give suitable room for placing the pipe bedding and laying the pipe within the trenches.

- B. Backfilling over pipes shall begin as soon as practicable after the pipe has been laid, jointed and inspected and the trench filled with compacted pipe bedding material to the mid-diameter of the pipe.
- C. Any space remaining between the pipe and sides of the trench shall be packed full by hand shovel with common fill and thoroughly compacted with a tamper as fast as placed, up to a level of one foot above the top of the pipe.
- D. The filling shall be carried up evenly on both sides with at least one man tamping for each man shoveling material into the trench.
- E. The remainder of the trench above the compacted backfill, as just described above shall be filled and thoroughly compacted. The fill shall be mounted approximately 6-inches above the trench to allow for settlement.
- F. Trench backfill shall be placed in layers not to exceed nine inches in depth as measured before compaction. Each layer shall be compacted to at least 95 percent of the maximum density as determined by AASHTO T-180.

3.02 PIPELINE GRADE

- A. Pipelines shall follow the grades as shown on the drawings. If invert elevations or slopes are not given, then the pipeline shall follow the grade of the landfill. The minimum slope for all landfill gas collection pipes is 2%, and for storm water pipes it is 4%. Minute adjustments in lines or grades may be made if found necessary as the work progresses due to discrepancies in the landfill topography or in order to obtain satisfactory construction, but in no case shall the slopes be less than the minimum specified.
- B. The record drawings shall include a final survey of all pipes installed with record elevations taken at a minimum of 100 ft apart along the pipe or at any change in slope. The record drawings shall include all the construction drawings updated to reflect all changes made during construction. The record drawings shall include the complete set of construction drawings with all changes to sections, details, etc. clearly marked on the drawings. The set of record drawings will include plan drawings giving the elevation and coordinates for every record elevation taken during the final survey. Every pipe crossing shall be documented with a cross section showing elevations and the pipe crossing shall be photographed. The contractor shall also take photographs of all drip legs, valves, pipe connections, wells heads, etc. The photographs shall be numbered and the photograph location and date shall be indicated on a plan drawing submitted with the record drawings. The contractor shall submit a draft copy for the Owner's review and approval and three sets of final drawings, and one digital set on a CD.

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 provision, maintenance and removal of temporary erosion and sedimentation controls as necessary.
- B. Temporary erosion controls include, but are not limited to mulching, netting, watering, and sodding on-site surfaces and ditches to ensure that erosion during construction will be controlled to keep eroded soils within the limits of construction.
- C. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces and in ditches to ensure that sedimentation during construction will be controlled to keep eroded soils within the limits of construction.
- D. The Contractor is responsible for providing effective temporary erosion and sediment control measures as needed during construction or until final controls become effective.

PART 2 PRODUCTS

2.01 EROSION CONTROL

- A. Netting - fabricated.
- B. Sod.
- C. Mulch

2.02 SEDIMENTATION CONTROL

- A. Bales - clean, seed-free cereal hay type.
- B. Netting - fabricated of material acceptable to the Owner.

PART 3 EXECUTION

3.01 EROSION CONTROL

- A. Minimum procedures in problem areas shall be:
 - 1. Apply mulch loosely and to a thickness of between 3/4-inch and 1-1/2 inches.
 - 2. Apply netting over mulched areas on sloped surfaces if needed.
 - 3. Place sod in problem areas, stake on slopes if necessary to keep the sod in place and water.

3.02 SEDIMENTATION CONTROL

- A. The Contractor shall install and maintain silt dams, traps, barriers, and appurtenances as needed during construction to keep eroded soils within the limits of construction.

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 keep eroded soils within the limits of construction.

END OF SECTION

SECTION 02485

SODDING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials and equipment necessary to place sod in the areas designated on the drawings, and satisfactorily return all disturbed areas to their original conditions.
- B. Work shall include furnishing and placing sod, fertilizing, planting, watering and maintenance until the sod is established and accepted by Engineer/Owner.

1.02 QUALITY ASSURANCE

- A. Requirements

It is the intent of this Specification that the Contractor is obliged to deliver a satisfactory stand of grass. If necessary, the Contractor shall repeat any or all of the work, including grading, fertilizing, watering and sodding at no additional cost to the Owner until a satisfactory stand is obtained. A satisfactory stand of grass is herein defined as full cover over sodded areas free of weeds, alive and growing with no bare spots.

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. Sodding

Sod shall be provided as required on the construction drawings or at locations as

directed by the Engineer in accordance with Florida Department of Transportation, Specifications Section 575 and 981. The Contractor shall furnish Bahia grass 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.

E. Water

Reuse water is available on-site from an effluent pipeline coming from the adjacent Manatee County Wastewater Treatment plant, and is suitable for use in watering the sod. The Contractor shall furnish all necessary hose, equipment, attachments and accessories for the adequate irrigation of sod as may be required to establish the sod.

PART 3 EXECUTION

3.01 INSTALLATION

A. When the surfaces are ready, the Contractor shall commence work placing sod including fine grading as necessary and as directed by the Engineer.

B. Finish Grading

Areas to be sodded shall be finish graded and debris removed. Soft spots and uneven grades shall be eliminated. The Engineer shall approve the finish grade of all areas to be sodded prior to sod placement.

C. Protection

Sodded areas shall be protected against traffic or other use by placing warning signs or erecting barricades as necessary. The Contractor as directed by the Engineer shall repair any areas damaged prior to acceptance by the Owner.

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 sodding operations, all excess soil, stones and debris remaining shall be removed from the construction areas.

3.03 SOD MAINTENANCE

Maintain landscape work for a period of 90 days immediately following complete

installation of work or until Owner 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 sod shall be included at no additional cost to the Owner.

3.04 REPAIRS TO SODDED AREAS DISTURBED BY CONTRACTOR'S OPERATORS

Sodded areas planted under this Contract and all existing sodded 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 02610

LANDFILL GAS WELL AND WELLHEAD

PART 1 GENERAL

1.01 SCOPE OF APPLICATION

- A. Supply all equipment, materials, and labor needed to install landfill gas (LFG) extraction wells and wellheads as specified herein and as indicated on the Drawings.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM C136 - Standard Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM C702 - Standard Practice for Reducing Field Samples of Aggregate to Testing Size.
 - 3. ASTM D1557 - Standard Test Method of Moisture-Density Relations of Soils and Soil Aggregate Mixtures Using 10-lb. (4.54 kg) Rammer and 18-inch (457 mm) Drop.
 - 4. ASTM D2487 - Standard Test Method for Classification of Soils for Engineering Purposes.
 - 5. ASTM D2488 - Standard Practice for Description of Soils (Visual-Manual Procedure).
 - 6. ASTM D2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 7. ASTM 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.03 SUBMITTALS

- A. Submit to the Engineer 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.

- B. The Contractor shall submit to the Engineer samples of all well backfill materials furnished.
- C. The Contractor shall keep detailed well logs and construction diagrams for all wells drilled, including the elevation at top of ground, total depth of the well, the static water level, the temperature of spoils, depth, thickness, and description of soil or waste strata and the occurrence of any water-bearing zones. Well logs shall be submitted to the Engineer.

1.04 SITE CONDITIONS

- A. Obstructions and saturated conditions such as asbestos, sludge, concrete, steel and other solid wastes are sometimes encountered when drilling in a landfill, many of which can be drilled through. Contractor is expected to make reasonable effort to drill through obstructions and saturated conditions and will be paid for offset re-drilling and boring abandonment only with prior approval in writing by Owner. Contractor will be paid for abandonment of abandoned hole and for well installation at new location.

PART 2 PRODUCTS

2.01 AGGREGATE

- A. The aggregate shall be non-calcareous washed well graded granite that is a natural stone with a gradation as given in FDOT Standard Specifications for Road and Bridge Construction (Latest Edition) Section 901 Table 1 Size Number 2 or 3 as summarized below:

Amounts Finer than Each Laboratory Sieve, weight percent

Size #	3-in.	2 ½-in	2-in	1 ½ -in	1-in.	¾-in	½-in
2	100	90 to 100	35 to 70	0 to 15	-	0 to 5	-
3	-	100	90-100	35-70	0-15	-	0-5

- B. The granite shall be that as specified in FDOT Standard Specifications for Road and Bridge Construction (Latest Edition) Section 901-2.2. The granite shall be a coarse aggregate produced from the crushing of granites that are sound and durable. The Los Angeles Abrasion requirement of FDOT 901-1.3 is modified to permit a maximum loss up to 50 (FM 1-T 096). Maximum amount of mica schist permitted is five percent (AASHTO T 189).

2.02 BENTONITE WELL SEAL

- A. The landfill gas extraction well shall be sealed using 3/8" bentonite chips. The bentonite chips shall be placed dry in the well at the depths indicated on the drawings, and water added to the well to hydrate the bentonite chips in place.

2.03 SOLID WALL PIPE

- A. All pipe and fittings shall be high-density polyethylene pipe (HDPE), SDR 11. Refer to Section 15051 for HDPE pipe.

2.04 PERFORATED PIPE

- A. Perforations in HDPE extraction well piping shall be 5/8-inch diameter hole spaced 90 degrees around the circumference of the pipe, and 3 inches on center along the pipe, and approximately 16 holes per foot.

2.05 WELL HEADS

- A. The well head is a CES Landtec Accu-Flo Model 200 standard wellhead with flex hose and couplings.

PART 3 EXECUTION

3.01 DRILLING

- A. Extraction wells are to be 36-inch diameter, drilled to the depth shown on the Drawings. All borings shall be made with bucket type augers. Auger lengths shall be clearly marked on the equipment so as to permit checking the depth of the boring. The invert of the solid waste is at El. +29 NGVD. The depths of the borings as given on the Drawings are designed to penetrate the solid waste to approximately 80% of the depth of the solid waste as measured at the location of the well. The Contractor shall verify the ground elevation at each well prior to starting the drilling, and verify the design depth as given on the drawings using the ground elevation and the solid waste invert El. +29 NGVD. If there is a discrepancy, the Contractor shall notify the Engineer prior to boring the well.
- B. The boring depths shown on the Drawings may be adjusted in the field by the Engineer if obstructions or water is encountered. If water is encountered in a boring, the Contractor may be directed to drill beyond the point at which it was encountered. If wet conditions remain, the boring may be terminated and the length of perforated pipe adjusted by the Engineer, or the well may be relocated.

If wet conditions cease (e.g., due to trapped water layer), then drilling will continue to the design depth. If an obstruction is encountered, the Engineer may terminate the boring or relocate it.

- C. As soon as drilling is completed, a safety screen shall be placed over the top of the bore. This screen shall stay in place until backfilling is within 4 feet of the surface. Safety screen size should be large enough to accommodate all backfill materials and any tools used during backfill yet not large enough for any human to accidentally fall through.
- D. The bore for the well shall be straight and the well pipe shall be installed in the center of the borehole. The Contractor will take all tension off of the pipe by mechanical means and center the pipe in the middle of the borehole before starting to backfill.

3.02 BACKFILLING

- A. Backfilling of the well shall commence immediately after well drilling is completed and the well piping has been installed in the borehole. Backfill materials shall be installed as indicated on the Drawings and as approved by the Engineer.
- B. The aggregate shall be poured or scooped through the screen at a rate that will not endanger the integrity of the well casing.
- C. The well seal will be formed by evenly distributing the bentonite chips around the annulus of the well and then adding at least 10 gallons of fresh water in a manner that will allow for a thorough saturation of the bentonite material. This process will be continued until a minimum plug thickness of 2 feet has been achieved (approximately 15 sacks).
- D. The bentonite well seal shall be backfilled as per the material specifications. The Contractor shall soak each lift prior to filling the next one.
- E. Soil backfill shall be rodded in the boring to provide even distribution and compaction.
- F. Wellhead shall be installed on the extraction well as shown on the drawings.

3.03 DISPOSAL

- A. Refuse from well drilling operations shall be disposed of in accordance with landfill operations at the landfill working face. The Contractor shall haul the refuse to the working face of the landfill.

3.04 ABANDONMENT OF GAS WELLS

A. Casing Backfilling:

1. The casing shall be backfilled with uniform-sized gravel to the top of the perforated section of the pipe, followed by a non-shrink cement-bentonite grout to within four feet of the ground surface. The grout shall be installed using tremie methods. The tremie pipe shall be placed within two feet of the bottom of the casing. The grout level shall be maintained at least five feet above the discharge end of the tremie pipe during pumping.
2. The grout mix shall consist of one sack of cement, 10 to 12 gallons of water, and one pound of powdered bentonite. One teaspoon of aluminum powder or other approved "non-shrink" additive shall be added per sack of cement to reduce shrinkage of the grout mix during set up and to improve the seal of the casing.
3. The grout shall be allowed to set-up and harden for at least 24 hours before removing the upper portion of the casing. A second or third grouting effort may be required to raise the level of the grout in the casing. The surface of the grout is expected to settle as grout seeps into slots at the bottom of the casing.

B. Casing Removal:

1. The casing shall be removed to a depth of at least four feet below ground surface. This can be accomplished by (1) over drilling the casing with an auger of similar drilling tool or (2) locally excavating with a backhoe and breaking or cutting the casing at the required depth.
2. When the casing is over drilled, the diameter of the drilling tools shall bore a hole at least equal to the original borehole.
3. When the casing is removed by localized excavation, the excavation shall encompass the entire area of the original borehole.

C. Final Cover Backfill:

1. After the casing has been removed to at least four feet below ground surface, the resulting borehole or excavation shall be backfilled to the existing ground surface.

END OF SECTION

SECTION 15051

HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF APPLICATION

- A. Supply and installation of High Density Polyethylene (HDPE) pipe and fittings in nominal pipe sizes of 4-inch through 18 inches for the landfill gas collection system header and lateral pipes, landfill gas extraction wells and storm water pipes. All pipes are smooth wall exterior and interior. All pipes are solid wall pipe except for that portion of the landfill gas extraction well pipe that must be perforated as indicated on the drawings.

1.02 REFERENCES

- A. ASTM D-1248: Specification for Polyethylene Plastics Molding and Extrusion Materials.
- B. ASTM D-2513: Standard Specification for Thermoplastic Gas Pressure Pipe, Tubing, and Fittings.
- C. ASTM D-3261: Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
- D. ASTM D-3350: Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.

1.03 SUBMITTALS

- A. Pipe Certifications.

1.04 MANUFACTURER'S QUALITY ASSURANCE

- A. The pipe and fittings manufacturer shall have an established quality assurance program responsible for inspecting incoming and outgoing materials. At a minimum, incoming polyethylene materials shall be inspected for density per ASTM D-1505, melt flow rate per ASTM D-1238, and contamination. The supplier shall certify all incoming polyethylene materials. Quality Assurance shall verify certification. Incoming materials shall be approved by Quality Assurance before processing into finished goods.

- B. The pipe and fittings manufacturer shall have an established quality assurance program responsible for assuring the long-term performance of materials and products. Representative samples of polyethylene materials shall be tested against the physical property requirements of this specification. Each extrusion line and molding machine shall be qualified to produce pressure-rated products by taking representative production samples and performing sustained pressure tests in accordance with ASTM D-1598.

- C. Quality assurance test for representative pipe and fitting samples shall include:

<u>Test</u>	<u>Standard</u>	<u>Pipe</u>	<u>Fittings</u>
Ring ESCR	ASTM F-1248	Yes	Not Applicable
Sustained pressure at 176°F/725 psi hoop stress	ASTM D-1598	Yes (f ₀ >100 h)	Yes (f ₀ >100 h)
Sustained pressure at 73°F/1600 psi hoop stress	ASTM D-1598	Yes (f ₀ >1000 h)	Yes (f ₀ >1000 h)

- D. All outgoing materials shall be inspected for diameter, wall thickness, length, straightness, out-of-roundness, concentricity, toe-in, inside and outside surface finish, markings, and end cut. Quality Control shall perform tests of density, melt flow rate, carbon content, and carbon dispersion. In addition, samples of the pipe provided shall be tested for hoop tensile strength and ductility by either quick burst per ASTM D-1599 or ring tensile per ASTM D-2290. Molded fittings shall be subject to x-ray inspection for voids, and tests for knot-line strength. All fabricated fittings shall be inspected for fusion quality and alignment.
- E. The pipe and fitting manufacturer shall maintain permanent QC and QA records.

1.05 PACKAGING DELIVERY AND HANDLING

- A. The pipe and fitting manufacturer shall package products for shipment in a manner suitable for safe transport by commercial carrier. When delivered, a receiving inspection shall be performed, and any shipping damage reported to the pipe and fittings manufacturer. Pipe and fittings shall be handled, installed, and tested in accordance with manufacturer's recommendations, and the requirements of this specification.

PART 2 PRODUCTS

2.01 PHYSICAL PROPERTIES

- A. Materials used for the manufacture of polyethylene pipe and fittings shall meet the following physical property requirements:

<u>Property</u>	<u>Unit</u>	<u>Test Procedure</u>	<u>Value</u>
Material Designation	-	PPI/ASTM	-
PPI Material Listing	-	PPI TR-4	PE 3408
Material Classification	-	ASTM D-1248	III C 5 P34
Cell Classification	-	ASTM D-3350	345434C or 355434C
Density	g/cm ³	ASTM D-1505	>0.941
Melt Index [E]	g/10 min	ASTM D-1238	<0.15
Flexural Modulus	psi	ASTM D-790	>110,000 and <160,000
Tensile Strength	psi	ASTM D-638	3000 to 3500
ESCR [C]	hours	ASTM D-1693	f ₀ >5000
HDB	psi	ASTM D-2837	1600 23°C
UV Stabilizer [C]	% Carbon Black	ASTM D-1603	2 to 3
Elastic Modulus	psi	ASTM D-638	110,000
Brittleness Temperature	°F	ASTM D-746	<-180
Vicat Softening Temperature	°F	ASTM D-1525	255
Thermal Expansion	in/in/°F	ASTM D-696	8 x 10E-5
Hardness	Shore D	ASTM D-2240	64
Molecular Weight Category	-	-	Extra High

- B. There shall be no evidence of splitting, cracking or breaking when the pipe is tested in accordance with Section 2.03F.
- C. Ring Stiffness Constant (RSC) values for the pipe can be directly related to the pipe's class designation. (Nominal RSC of Class 40 pipe = 40, etc.). The minimum RSC is 90% of the nominal.
- D. The pipe and fittings shall be homogenous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density and other physical properties.
- E. Clean rework or recycled material generated by the manufacturer's own production may be used so long as the pipe or fittings produced meet all the requirements of this specification.

2.02 PIPE AND FITTINGS:

A. Dimensions:

1. Pipe Dimensions: The nominal inside diameter of the pipe shall be true to the specified pipe size in accordance with ASTM D-2513. Standard laying lengths shall be 40 feet ± 2 ". The pipe SDR shall be as indicated on the drawings.
2. Fitting Dimensions: Fittings such as coupling, wyes, tees, adaptors, etc., for use in laying pipe shall have standard dimensions that conform to ASTM D-3261.

B. Where possible, pipe and fittings should be produced by the same manufacturer from identical materials meeting the requirements of this specification. Special or custom fittings may be exempted from this requirement.

C. Pipe and fittings shall be pressure rated to meet the service pressure requirements specified by the Engineer. Whether molded or fabricated, fittings shall be fully pressure rated to at least the same service pressure rating as the pipe to which joining is intended.

D. Molded fittings shall meet the requirements of ASTM D-3261 and this specification. At the point of fusion, the outside diameter and minimum wall thickness of fitting butt fusion outlets shall meet the diameter and wall thickness specifications of the mating system pipe. Fitting markings shall include a production code from which the location and date of manufacture can be determined. Upon request, the manufacturer shall provide an explanation of his production code.

E. Marking:

1. Each standard and random length of pipe and fitting in compliance with this standard shall be clearly marked with the following information:
 - a) ASTM Standard Designation
 - b) Pipe Size
 - c) Class and Profile Number
 - d) Production Code
 - e) Standard Dimension Ratio

2.03 SOURCE QUALITY CONTROL

A. The pipe and fitting manufacturer shall certify that samples of his production pipe have undergone stress regression testing, evaluation, and validation in accordance with ASTM D-2837 and PPI TR-3. Under these procedures, the minimum hydrostatic design basis shall be certified by the pipe and fitting manufacturer to be 1600 psi at 73.4°F and 800 psi at 140°F.

B. Material shall be listed in the name of the pipe and fitting manufacturer by the Plastics Pipe Institute (PPI) in PPI TR-4 with the following Standard Grade ratings:

	<u>73.4°F</u>	<u>140°F</u>
1. Hydrostatic Design Basis	(HDB) 1600 psi	800 psi
2. Hydrostatic Design Stress	(HDS) 800 psi	400 psi

C. PPI material listing in the name of the resin supplier is not acceptable in meeting this requirement.

D. Inspection Requirements:

1. Notification: If inspection is specified by the purchaser, the manufacturer shall notify the purchaser in advance of the date, time and place of testing of the pipe in order that the purchaser may be represented at the test.
2. Access: The Owner's representative shall have free access to the inspection area of the manufacturer's plant. The manufacturer shall make available to the Owner's representative, without charge, all reasonable facilities for determining whether the pipe meets the requirements of this specification.
3. Certification: As the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance of these specifications upon request. When prior agreement is being made in writing between the purchaser and the manufacturer, the manufacturer will furnish other conformance certification in the form of affidavit of conformance, test results, or copies of test reports.

E. Test Methods

1. Flattening: Three specimens of pipe, a minimum of 12 inches long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of the outside diameter of the pipe. The rate of loading shall be uniform and such that the compression is

completed within 2 to 5 minutes. Remove the load, and examine the specimens for splitting cracking or breaking.

2. Pipe Ring Stiffness Constant: The pipe ring stiffness constant shall be determined utilizing procedures similar to those outlined in ASTM D-2412. The stiffness of HDPE pipe is defined in terms of the load, applied between parallel plates, which causes 1% reduction of pipe diameter. Test specimens shall be a minimum of two-pipe diameter or 4 feet in length, whichever is less.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Pipe may be rejected for failure to conform to Specifications or following:
 1. Fractures or cracks passing through pipe wall, except single crack not exceeding 2 inches in length at either end of pipe which could be cut off and discarded. Pipes within one shipment shall be rejected if defects exist in more than 5% of shipment or delivery.
 2. Cracks sufficient to impair strength, durability or serviceability of pipe.
 3. Defects indicating improper proportioning, mixing, and molding.
 4. Damaged ends, where such damage prevents making satisfactory joint.
- B. Acceptance of fittings, stubs or other specifically fabricated pipe sections shall be based on visual inspection at job site and documentation of conformance to these Specifications.
- C. Notify surveyor prior to backfilling trench to allow surveyor to obtain as-built top of pipe coordinates and elevations at 100-foot intervals along the pipe and at changes in slope.

3.02 INSTALLATION

- A. Trench, backfill, and compact in accordance with Section 02221.
- B. Heat Fusion of Pipe:
 1. Weld in accordance with manufacturer's recommendation for butt fusion methods. Provide fusion operators certified by the pipe manufacturer.
 2. Butt fusion equipment for joining procedures shall be capable of meeting conditions recommended by pipe manufacturer including, but not limited to, temperature requirements, alignment, and fusion pressures.

3. For cleaning pipe ends, solutions such as detergents and solvents, when required, shall be used in accordance with manufacturer's recommendations.
4. Do not bend pipe to greater degree than minimum radius recommended by manufacturer for type and grade.
5. Do not subject pipe to strains that will overstress or buckle piping or impose excessive stress on joints.
6. Branch saddle fusions shall be joined in accordance with manufacturer's recommendations and procedures. Branch saddle fusion equipment shall be of size to facilitate saddle fusion within trench.
7. Before butt fusing pipe, inspect each length for presence of dirt, sand, mud, shavings, and other debris or animals. Remove debris from pipe.
8. Cover at end of each working day open ends of fused pipe. Cap to prevent entry by animals or debris.
9. Use compatible fusion techniques when polyethylenes of different melt indexes are fused together. Refer to manufacturer's specifications for compatible fusion.

C. Flange Jointing:

1. Use on flanged pipe connection sections.
2. Connect slip-on carbon steel backup flanges with stainless steel nuts and bolts.
3. Butt fuse fabricated flange adapters to pipe.
4. Observe following precautions in connection of flange joints.
 - a) Align flanges or flange/valve connections to provide tight seal. Require nitrile-butadiene gaskets if needed to achieve seal. Gaskets are required for flange/valve connections.
 - b) Place U.S. Standard round washers as may be required on some flanges in accordance with manufacturer's recommendations. Bolts shall be lubricated in accordance with manufacturer's recommendations.
 - c) Tighten flange bolts in sequence and accordance with manufacturer's recommendations. CAUTION: Do not over-torque bolts.
5. Pull bolt down by degrees to uniform torque in accordance with manufacturer's recommendation.
6. Protect below grade bolts and flanges by covering with a 5 mil polyethylene wrap. Duct tape wrap to HDPE pipe.
7. Electrofusion couplers, where used, shall be installed per the manufacturer's specifications.

D. Pipe Placement:

1. Grade control equipment shall be of type to accurately maintain design grades and slopes during installation of pipe.
2. Remove standing water in trench before pipe installation.
3. Unless otherwise specifically stated, install pipe in accordance with manufacturer's recommendations.
4. Maximum lengths of fused pipe to be handled as one section shall be placed according to manufacturer's recommendations as to pipe size, pipe SDR, and topography so as not to cause excessive gouging or surface abrasion; but not to exceed 400 ft.
5. Cap pipe sections longer than single joining (usually 40 ft.) on both ends during placement except during fusing operations.
6. Notify ENGINEER prior to installing pipe into trench and allow time for Engineer's inspection to correct irregularities found during inspection.
7. Complete tie-ins or backfilling activity.
8. Allow pipe sufficient time to adjust to trench temperature prior to testing, segment tie-ins or backfilling activity.
9. Install reducers adjacent to laterals and tees.
10. To reduce branch saddle stress, install saddles at slope equal to, and continuous with, lateral piping.
11. Place in trench by allowing minimum 12-in./100 ft. for thermal contraction and expansion.
12. Coordinate construction of pipes near access roads with OWNER to limit impediment of landfill operations or operations of other Contractors.

3.03 PIPE TESTING

- A. Air Test all pipe sections of the landfill gas collection system (Storm water pipes and landfill gas extraction well pipe do not have to be pressure tested.) and fittings after placement in trench, in accordance with manufacturer's recommendations. Follow the piping manufacturer's recommendations for testing. Pipe should be tested in section not to exceed 2,000 feet. At a minimum, test pipe sections for one hour at 10 psig. Pressure drop over one hour shall not exceed one percent after correcting pressure drop for temperature. Wells and other system openings should be blocked off for testing. Pressure test below ground systems only. Special precautions are required for this type of testing. Alternatively, a vacuum test can be conducted. Submit vacuum test procedure to Engineer for approval.

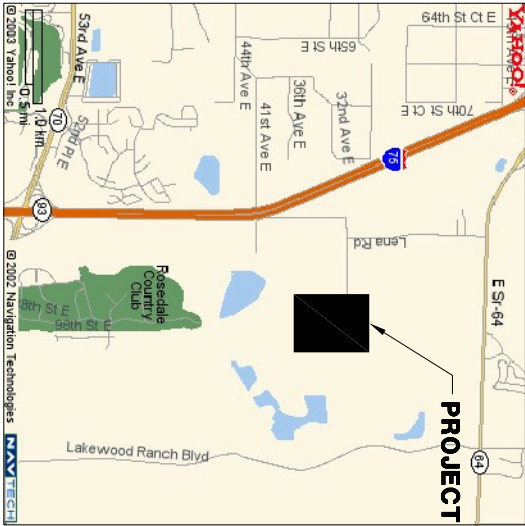
3.04 PIPE CLEANING

- A. All pipes shall be flushed with water, or cleaned by other means approved by the Engineer so as to remove all pipe cuttings and other debris from the pipe.

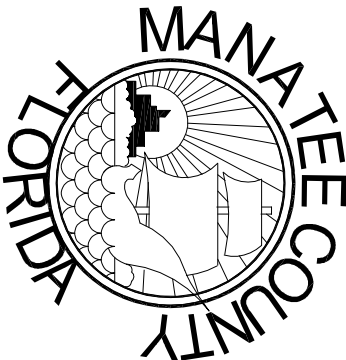
END OF SECTION

PERMIT RENEWAL DRAWINGS FOR

MANATEE COUNTY - LENA ROAD CLASS I LANDFILL
STAGE III GAS COLLECTION SYSTEM EXPANSION
CONSTRUCTION CONTRACT:
PHASE II LANDFILL GAS COLLECTION SYSTEM



LENA ROAD CLASS I LANDFILL
3333 LENA ROAD
BRADENTON, FLORIDA 34211



MANATEE COUNTY

MANATEE COUNTY
UTILITIES DEPARTMENT
SOLID WASTE DIVISION
3333 LENA ROAD
BRADENTON, FLORIDA 34211

JANUARY 2011

LIST OF DRAWINGS

- | | |
|-----|----------------------------|
| C-1 | COVER |
| C-2 | GENERAL SITE PLAN |
| C-3 | GAS COLLECTION SYSTEM PLAN |
| C-4 | SECTIONS AND DETAILS |

ENGINEER'S PROJECT NO. 100017867

Name: JOSEPH L. MILLER
Florida P.E. No.: 39177

Signature _____ Date _____



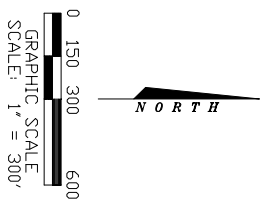
An Employee - Owned Company
Consulting Engineers and Planners
482 South Keller Road
Orlando, Florida 32810
6065 PINEAPPLE AVE., MIAMI, FL 33173-2807
Firm's Certificate of Authorization No. 24



442 South Keller Road
ORLANDO, FL 32810-6101
TEL. (407) 647-7275
FAX. (407) 647-0624
WWW.PBSJ.COM

POST BUCKLEY, SCHUM & JERNIGAN, Inc.
d/b/a PBS&J
3360 West Cypress Street Suite 200
Gainesville, FL 32607
FBI Certificate of Authorization No.: 24

CLIENT	PROJECT	TASK	ORIGINAL <u>JUN. 2011</u>	6. _____	Name: JOSEPH L. MILLER Florida P.L. No. 38177	JOB NO. 10001/2867
MANATEE COUNTY	STAGE III PHASE II LANDFILL	GENERAL SITE PLAN	REVISIONS:	7. _____	Address: 855 S. Keller Road Orlando, FL 32810-6101	DRAWN <u>RG</u>
BOARD OF COUNTY COMMISSIONERS	GAS COLLECTION SYSTEM		1. _____	8. _____		DESIGN <u>RG/JLM</u>
			2. _____	9. _____		CHECKED <u>JLM</u>
			3. _____	10. _____		Q.C. <u>DED</u>
			4. _____	11. _____		
			5. _____	12. _____		
				Signature _____	Date _____	SHEET / #



**AERIAL PHOTOGRAPH PROVIDED BY
L.F. ROOKS & ASSOCIATES, INC.**
106 N.W. DRANE ST.
PLANT CITY, FL 33566
(813) 752-2113

DATE FLOWN: JANUARY 25, 2010

DATE FLOWN: JANUARY 25, 2010

LEGEND:

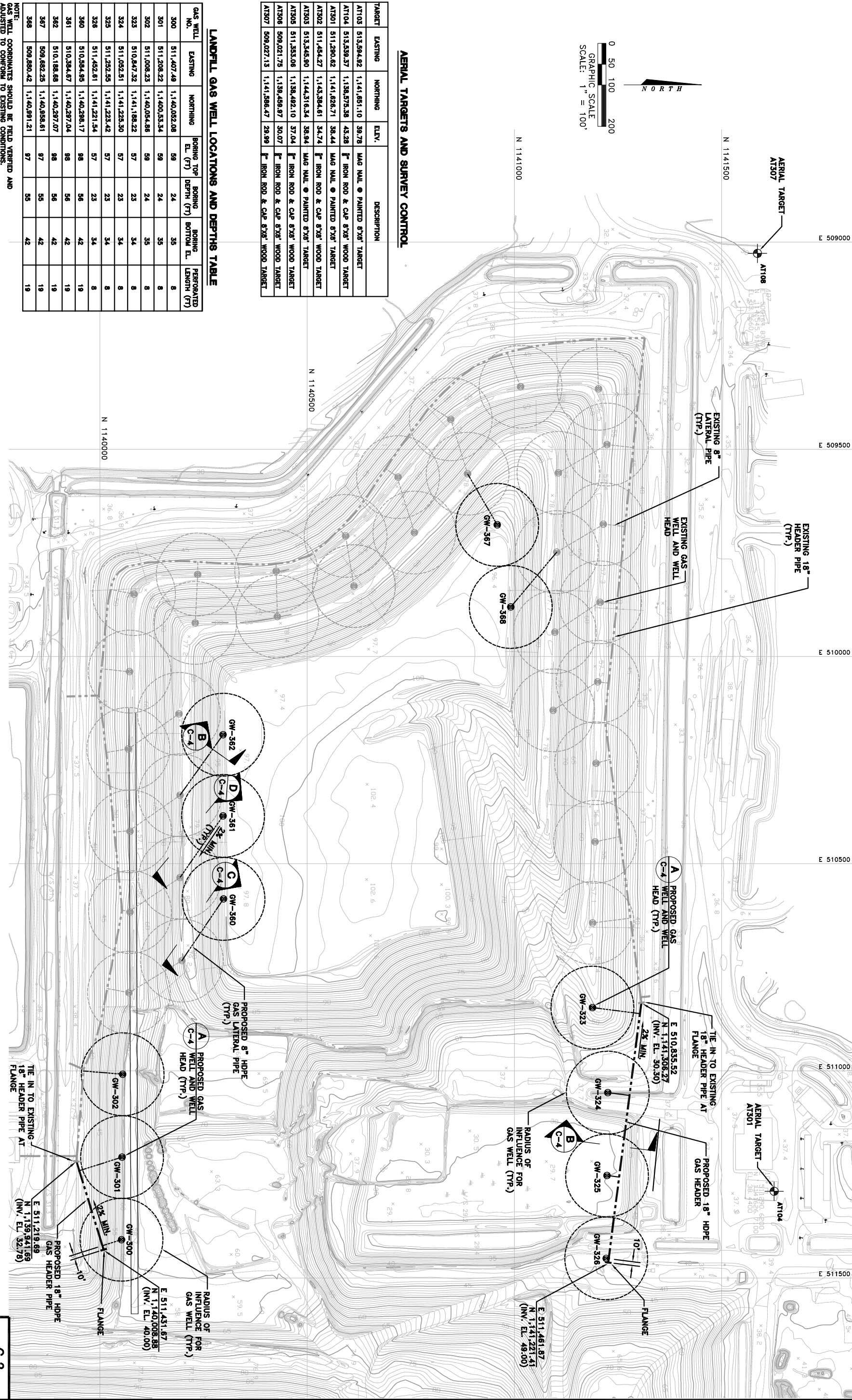
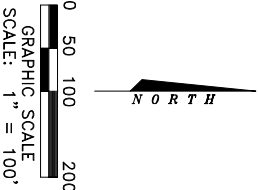
LANDFILL GAS EXPANSION PROJECT LIMITS

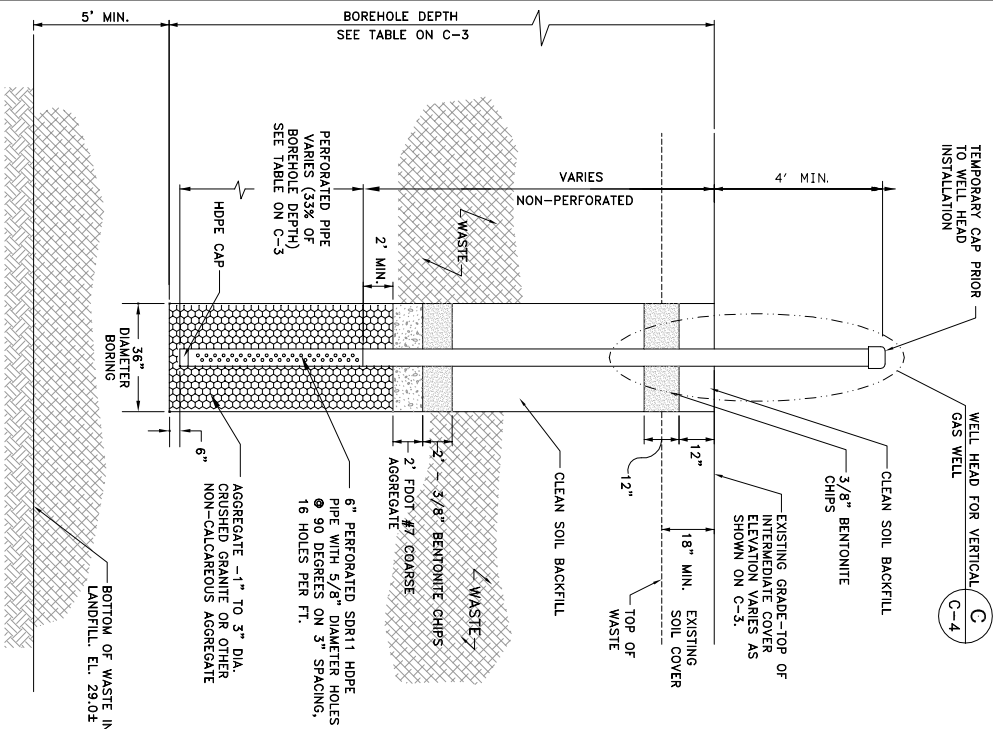
PROPERTY LINE

G-2

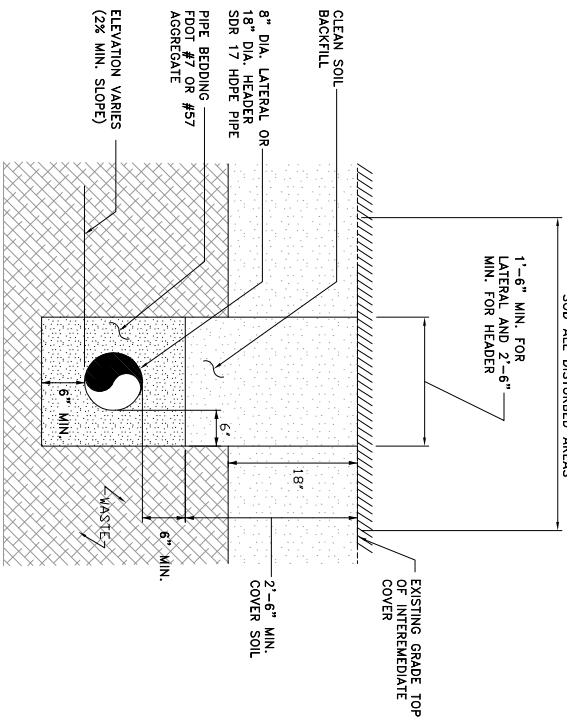
TARGET	EASTING	NORTHING	ELEV.	DESCRIPTION
AT103	515,594.92	1,141,651.10	39.78	MAG NAIL ● PAINTED 8"x8" TARGET
AT104	515,539.37	1,139,575.38	43.28	┐ IRON ROD & CAP 8"x8" WOOD TARGET
AT301	511,290.62	1,141,828.71	38.44	MAG NAIL ● PAINTED 8"x8" TARGET
AT302	511,454.27	1,143,384.61	34.74	┐ IRON ROD & CAP 8"x8" WOOD TARGET
AT303	515,345.90	1,144,316.34	35.94	MAG NAIL ● PAINTED 8"x8" TARGET
AT306	511,353.06	1,139,492.10	37.04	┐ IRON ROD & CAP 8"x8" WOOD TARGET
AT308	509,021.75	1,139,459.87	30.07	┐ IRON ROD & CAP 8"x8" WOOD TARGET
AT307	509,027.13	1,141,586.47	29.99	┐ IRON ROD & CAP 8"x8" WOOD TARGET

AERIAL TARGETS AND SURVEY CONTROL

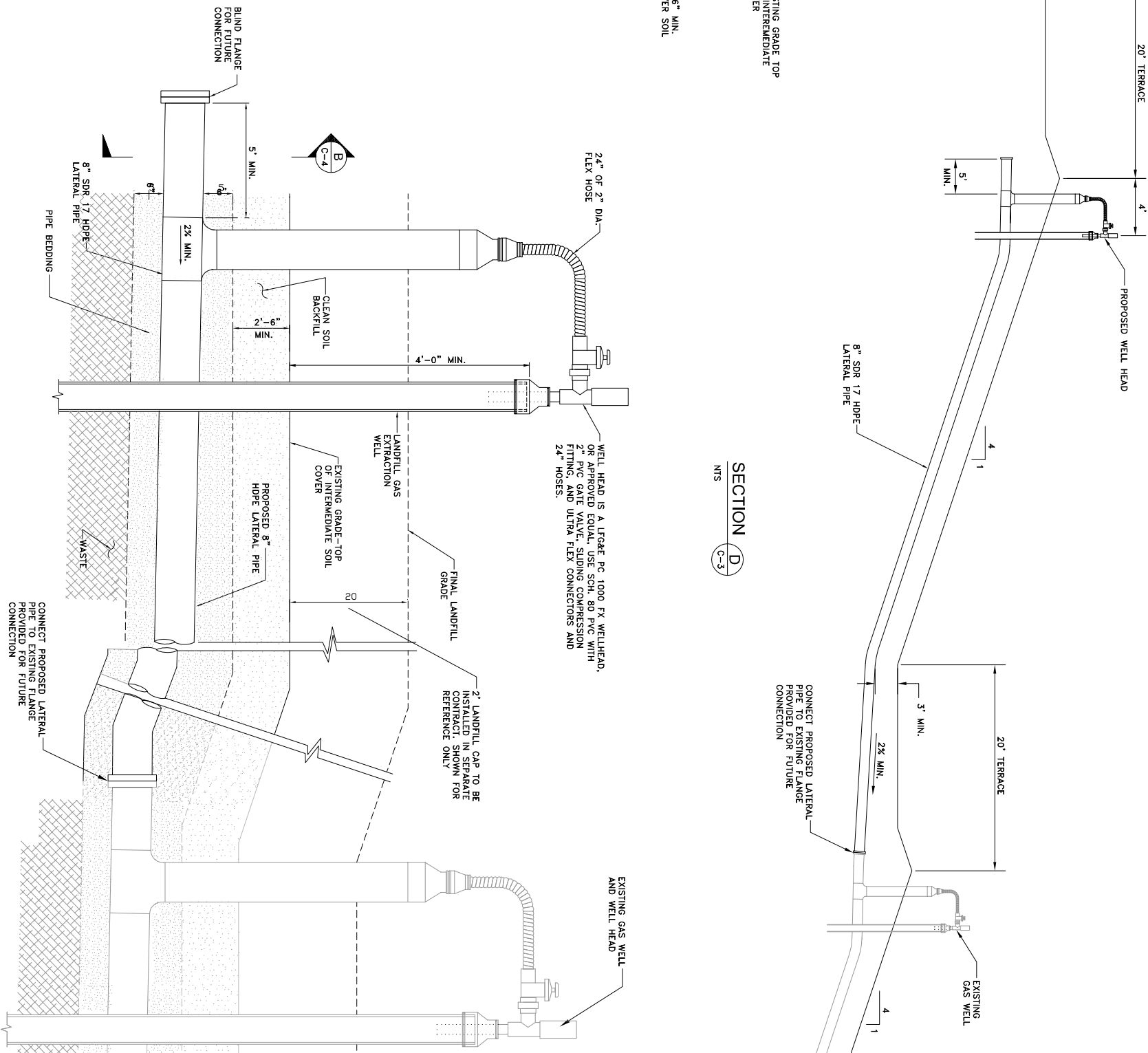




- NOTES:
1. PROPOSED WELLS SHALL BE LABELED AS SHOWN IN THE TABLE ON C-3 WITH A WATER-PROOF MATERIAL.
 2. THE CONTRACTOR SHALL HAUL THE WASTE FROM THE DRILLING OF THE LANDFILL GAS EXTRACTION WELLS TO THE STAGE III LANDFILL WORKING FACE FOR DISPOSAL.



- NOTE:
1. THE CONTRACTOR SHALL HAUL WASTE FROM THE EXCAVATION OF TRENCHES TO THE STAGE III LANDFILL WORKING FACE FOR DISPOSAL.



TYPICAL WELLHEAD FOR VERTICAL GAS WELL (C-3, C-4) NTS

C-4

CLIENT	PROJECT	TASK	ORIGINAL	REVISIONS:	6.	NAME:	JOB NO.
MANATEE COUNTY	LENA ROAD	SECTIONS AND DETAILS	JAN. 2011	1.	7.	JOSEPH L. MILLER	100017862
BOARD OF COUNTY COMMISSIONERS	STAGE III PHASE II LANDFILL			2.	8.	Address: P&S	DRAWN
	GAS COLLECTION SYSTEM			3.	9.	482 S. Keller Road	DESIGN
				4.	10.	Orlando, FL 32810-6101	RGC/JLM
				5.	11.		CHECKED
					12.		DED
						Signature	SHEET / #
						Date	