



**INVITATION FOR BID  
IFB 17-1641DC  
PHASE III GAS COLLECTION EXPANSION  
LENA ROAD LANDFILL**

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

**NON-MANDATORY INFORMATION CONFERENCE**

In order to ensure all prospective bidders have sufficient information and understanding of County's needs, an Information Conference will be held at: **10:00 AM on August 25, 2017** at the **Manatee County Landfill, 3333 Lena Road, Bradenton, Florida 34211 (State Road 64, one mile east of I75)**. Attendance is not mandatory, but is highly encouraged.

**DEADLINE FOR CLARIFICATION REQUESTS:**      **5:00 PM on August 30, 2017**  
Reference Bid Article A.06

**BID OPENING TIME AND DATE DUE:**      **3:00 PM on September 13, 2017**

**FOR INFORMATION CONTACT:**

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(941) 749-3074

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Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: 

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**SECTION A**  
**INFORMATION TO BIDDERS**

**A.01 OPENING LOCATION**

Sealed bids will be **publicly opened** at the **Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to attend the sealed bid opening.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid **delivered to the Manatee County Procurement Division** for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Procurement Division. Bids delayed by mail, courier, or bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

**A.02 SEALED & MARKED**

Bids shall be submitted in **triplicate, one original (marked Original) and two copy/copies (marked Copy)** of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside "**Sealed Bid 17-1641DC Phase III Gas Collection Expansion – Lena Road Landfill**" along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid (IFB) package. Or, you may address the package as follows:

Manatee County Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205  
Sealed Bid 17-1641DC Phase III Gas Collection Expansion –  
Lena Road Landfill

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items thereupon. In the event a change is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to the requirements of this IFB.

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

**A.03 SECURING BID DOCUMENTS**

IFB's and related documents are available on <http://www.mymanatee.org/purchasing> for download in a portable document format (.PDF) file by clicking on "Bids and Proposals" from the Procurement Division's web page. You may view and print these files using Adobe Reader software. If necessary, you may download a free copy of Adobe Reader from the link provided on the "Bids and Proposals" page.

Additionally, Manatee County collaborates with the Manatee Chamber of Commerce by announcing solicitation opportunities to the Chamber which are then passed to its members.

Manatee County may also use DemandStar to distribute bids. On the DemandStar website, <http://www.DemandStar.com>, click on the tab titled "My DemandStar" for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. A complete set of the IFB documents must be used in preparing bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

**A.04 EXAMINATION OF BID DOCUMENTS AND SITE(S)**

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

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the Project Site(s) or otherwise which may affect cost, progress, performance or furnishing of the Work and which bidder deems necessary to determine his bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the IFB documents. County will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the Project Site(s) to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the Work are identified in the IFB documents.

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

Inspection of the Project Site(s) is a **requirement** to be considered for award of this bid. Bidder can **contact Michael Sturm, Manatee County Project Management, at 941-708-7450, extension 7332 to schedule inspection.** Prior to submitting a bid, each bidder shall examine the Project Site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with Project Site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the Project Plans and Specifications. Bidder shall acknowledge inspection of the Project Site(s) on his/her signed, submitted Bid Form.

#### **A.05 MODIFICATION OF BID DOCUMENTS**

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

#### **A.06 CLARIFICATION & ADDENDA**

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Procurement Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

The deadline to submit to the Procurement Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB can be located on the cover page of this IFB document.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the Work.

If any addenda are issued to this IFB, County will post the documents on the Procurement Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals." If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Procurement Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their bid.

**A.07 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

(a) Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.
2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County.
3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to the County.

(b) Contractor/Vendor agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Contractor/Vendor receives a request for such records, it shall immediately contact the County’s designated Contract Manager who shall coordinate the County’s response to the request. Notwithstanding the foregoing, the Contractor/Vendor may

1. Disclose or release Security System Plans to:
  - (A) The property owner or leaseholder; or
  - (B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.
2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:
  - (A) To another governmental entity if disclosure is necessary for the

receiving entity to perform its duties and responsibilities;

(B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound by the Contractor/Vendor to comply with this Article/Section; or

(C) Upon a showing of good cause before a court of competent jurisdiction.

(c) For purposes of this Article/Section, the term "Security System Plan" includes all:

1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
2. Threat assessments conducted by any agency or any private entity;
3. Threat response plans;
4. Emergency evacuation plans;
5. Sheltering arrangements; or
6. Manuals for security personnel, emergency equipment, or security training.

**A.08 LOBBYING**

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

**A.09 UNBALANCED BIDDING PROHIBITED**

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

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

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

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

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

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

**A.11 WITHDRAWAL OF BIDS**

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Procurement Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an Agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
  1. The mistake is clearly evident in the solicitation document; or
  2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

**A.12 IRREVOCABLE OFFER**

Any bid may be withdrawn up until the time and date set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of

ninety (90) days to sell to Manatee County the goods or services set forth in the attached IFB until one or more of the bids have been duly accepted by County.

**A.13 BID EXPENSES**

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

**A.14 RESERVED RIGHTS**

County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB.

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

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

**A.15 APPLICABLE LAWS**

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Agreement. Any involvement with the Manatee County Procurement Division shall be in accordance with the Manatee County Procurement Ordinance as amended.

**A.16 COLLUSION**

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

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

**A.17 CODE OF ETHICS**

With respect to this bid, if any bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Chapter 112, Part III, Code of Ethics for Public Officers and Employees, Florida Statutes, such bidder will be disqualified from eligibility to perform the Work described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to, Manatee County.

By submitting a bid, the bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a bidder is determined to have been untruthful in their bid or any related presentation, such bidder will be disqualified from eligibility to perform the Work described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to, Manatee County.

**A.18 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

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

Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

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

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

#### **A.19 SCRUTINIZED COMPANIES**

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

#### **A.20 BID FORMS**

Bids must be submitted on the provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in bidder being deemed nonresponsive.

#### **A.21 AGREEMENT FORMS**

The Agreement resulting from the Acceptance of a bid shall be in the form of the Agreement stated in this IFB, which is attached herein.

A written notice confirming award or recommendation thereof will be forwarded to the successful bidder accompanied by the required number of unsigned counterparts of the Agreement. Within ten (10) days thereafter, successful bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents

to County. (Note: Agreement must be approved in accordance with Chapter 2-26 of the Manatee County Code of Laws and the Administrative Standards and Procedures Manual approved by the County Administrator).

**A.22 LEGAL NAME**

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

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

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

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

**A.23 DISCOUNTS**

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

**A.24 TAXES**

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

The Contractor shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

**A.25 DESCRIPTIVE INFORMATION**

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

**A.26 AUTHORIZED PRODUCT REPRESENTATION**

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

**A.27 ROYALTIES AND PATENTS**

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

**A.28 AMERICANS WITH DISABILITIES ACT**

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

**A.29 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, County hereby notifies all bidders that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for bid award.

**A.30 MBE/DBE**

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>. If you have any questions regarding this State service, please contact their office at (850) 487-0915.

**A.31 MATHEMATICAL ERRORS**

Bid Forms without mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information

input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

**A.32 SUBCONTRACTORS**

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

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

Prior to the employment of any person under this contract, the successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

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

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

If County has reasonable objection to any subcontractor, the County may request the successful bidder to submit an acceptable substitute without an increase in contract sum or contract time.

If successful bidder declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

**A.33 DISCLOSURE**

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

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

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

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

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

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to the public agency upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, [debbie.scaccianoce@mymanatee.org](mailto:debbie.scaccianoce@mymanatee.org), Attn: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.**

**A.34 LOCAL PREFERENCE**

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 employee at that location.

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

1. Purchases or Agreements 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.
2. 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.

To qualify for local preference under this section, **a local business must certify to County** by completing an "**Affidavit as to Local Business Form**," which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

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

**A.35 VENDOR REGISTRATION**

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.

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 Procurement staff member assist you.

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

A link to Vendor Registration is listed on the Procurement Division's web page under "Register as a Vendor." Click on "Vendor Registration Form" for on-line input.

Registration is not mandatory; however, by taking the time to register, you are helping County to provide timely notification of quotation, bid and proposal opportunities to your business.

**A.36 ENVIRONMENTAL SUSTAINABILITY**

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

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

**A.37 ePAYABLES**

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Lori Bryan at [lori.bryan@manateclerk.com](mailto:lori.bryan@manateclerk.com).

**NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: SCOPE OF WORK, BID SUMMARY, CONSTRUCTION AGREEMENT FOR STIPULATED SUM, AND GENERAL CONDITIONS OF THE CONSTRUCTION AGREEMENT, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.**

**END OF SECTION A**

SECTION B  
**SCOPE OF WORK**

**B.01 SCOPE OF WORK**

The Work consists of performing all necessary requirements for expansion of the gas collection system at the Lena Road Landfill and generally includes, extraction wells, landfill gas extraction wells, tie-ins to existing HDPE pipe below grade, and system start-up and testing. Project location: Mantatee County Landfill, 3333 Lena Road, Bradenton, Florida.

**B.02 COMPLETION OF WORK**

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered, **Bid "A" based on 120 calendar days** and **Bid "B" based on 160 calendar days**. Owner has the sole authority to select the bid based on the completion time which is in the best interest of Owner. **Only one award shall be made.**

**B.03 LIQUIDATED DAMAGES**

If the successful bidder fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the successful bidder, as liquidated damages and not as a penalty, the sum of **\$1,584** per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

**B.04 CONTRACT CONTINGENCY WORK**

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

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

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

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

**END OF SECTION B**

**SECTION C**  
**BID SUMMARY**

**C.01 MINIMUM QUALIFICATIONS OF BIDDERS**

No person who is not certified or registered as a General Contractor or Underground Utility Contractor pursuant to Chapter 489, Florida Statutes, on the day the bid is submitted, and who has continuously held that certification or registration for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted, may be qualified to bid on this Work. In the event that a bidder is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in Section 489.119(2), Florida Statutes, then the bidder shall only be qualified to bid on this Work if: 1) the bidder (the business organization) is on the day the bid is submitted, and for at least three (3) consecutive years immediately prior to the day the bid is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the bidder, on the day the bid is submitted, has a certified or registered Qualifying Agent, as required by Section 489.119, Florida Statutes, and that Qualifying Agent has been the same Qualifying Agent of the bidder for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted.

**C.02 BASIS OF AWARD**

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

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

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

**NOTE: Inspection of the site is a prerequisite to be considered for award of this bid.**

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

Whenever two or more bids are equal with respect to price, the bid received from a local business shall be given preference in award.

Whenever two or more bids are equal with respect to price, and all other evaluative factors are otherwise equal, including local preference policies, if the company provides documented environmentally preferable “green” products, materials, or supplies, they shall be given preference in award.

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

**END OF SECTION C**

**INSURANCE AND BOND REQUIREMENTS IFB 17-1641 DC**

The Successful Bidder will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The Successful Bidder shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

<b>Insurance / Bond Type</b>	<b>Required Limits</b>
1. <input checked="" type="checkbox"/> Automobile Liability:	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles.</p> <p>\$ 2,000,000 combined single limit, or \$_____ bodily injury and \$_____ property damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$_____ Hired-Non Owned Liability and \$10,000 Medical Payments.</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	<p>Coverage shall be afforded under a per occurrence policy form.</p> <p><u>\$2,000,000</u> single limit per occurrence;            \$4,000,000 aggregate            \$_____ Products/Completed Operations Aggregate            \$1,000,000 Personal and Advertising Injury Liability            \$100,000 Fire Damage Liability            \$10,000 Medical Expense, and            \$_____ Third Party Property Damage.            \$_____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
3. <input checked="" type="checkbox"/> Employer's Liability:	<p><u>\$100,000</u> each accident            \$100,000 disease each employee            \$500,000 disease policy limit</p>
4. <input checked="" type="checkbox"/> Worker's Compensation:	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits &amp; Requirements.</p> <p>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</p> <p><u>Note:</u> Should "leased employees" be retained for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p>

Insurance / Bond Type	Required Limits
	<p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p>5. <input checked="" type="checkbox"/> Other Insurance, as noted:</p>	<p>a. <input type="checkbox"/> Aircraft Liability            \$ _____ per occurrence            Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input checked="" type="checkbox"/> Installation Floater            If the resulting Agreement <b>does not</b> include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Bidder shall provide an "<b>Installation Floater</b>" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input checked="" type="checkbox"/> Pollution            \$ 2,000,000 per occurrence</p> <p>d. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&amp;O) Liability            Professional (E&amp;O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$ _____ Each Claim, \$1,000,000 Policy Aggregate.</p> <p>e. <input type="checkbox"/> Builder's Risk Insurance            When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded:            Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed.            Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.            The policy shall not carry a self-insured retention/deductible greater than \$10,000.</p>

Insurance / Bond Type	Required Limits
	<p>f. <input type="checkbox"/> Cyber Liability</p> <p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than \$_____ Security Breach Liability, \$_____ Security Breach Expense (each occurrence), \$_____ Security Breach Expense (aggregate), \$_____ Replacement or Restoration of Electronic Data, \$_____ Extortion Threats, \$_____ Business Income and Extra Expense, and \$_____ Public Relations Expense.</p> <p>The policy must not carry a self-insured retention/deductible greater than \$_____.</p> <p>g. <input checked="" type="checkbox"/> Hazardous Materials Insurance</p> <p>Hazardous materials includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules of regulations of Florida or any Federal Agency.</p> <p><i>Pollution Liability</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Asbestos Liability (If handling within scope of Contract)</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Disposal</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$2,000,000 minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><i>Hazardous Waste Transportation Insurance</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$1,000,000 minimum, per accident.</p> <p>The Successful Bidder shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of</p>

Insurance / Bond Type	Required Limits
	<p>hazardous materials.</p> <p>The Successful Bidder must also provide the EPA Identification Number.</p> <p>h. <input type="checkbox"/> Liquor Liability</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.</p> <p>i. <input type="checkbox"/> Garage Keeper's Liability</p> <p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>j. <input type="checkbox"/> Bailee's Customer</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>k. <input type="checkbox"/> Watercraft</p> <p>\$_____ per occurrence</p>
<p>6. <input checked="" type="checkbox"/> Bid Bond:</p>	<p>A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer. Bid bond shall be submitted with the sealed bid and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of 5% of the total offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p>
<p>7. <input checked="" type="checkbox"/> Payment and Performance Bond:</p>	<p>A construction project over \$200,000 requires a Payment and Performance Bond be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p>

Reviewed by Risk: WLK

## **INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

- a. Prior to the execution of contract or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

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

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

- c. The project's solicitation number and title shall be listed on each certificate.
  - d. Successful Bidder shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  - e. Successful Bidder agrees that should at any time Successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  - f. The Successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  - g. The Successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
  - h. It is the Successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Bidder's obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the Successful Bidder and shall become a part of the contract.

- V. Successful Bidder understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

## **VII. BONDING REQUIREMENTS**

**Bid Bond/Certified Check.** By submitting a bid, the bidder agrees should its bid be accepted, **to execute the form of Agreement and present the same to Manatee County for approval within ten (10) calendar days after notice of intent to award.** The bidder further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into an Agreement, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If County enters into an agreement with a bidder, or if County rejects any and/or all bids, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the Successful Bidder shall obtain, for the benefit of and directed to County, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Successful Bidder of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Successful Bidder to provide the Payment and Performance Bond shall be approved by County prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in Successful Bidder being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to County. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Bidder shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, County will make no payment to the Successful Bidder until the Successful Bidder has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with County. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the Successful Bidder. Failure of the Successful Bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. County may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB.

Failure of County at any time to require performance by the Successful Bidder of any provisions set out in the resulting Agreement will in no way affect the right of County, thereafter, to enforce those provisions.

**BIDDER'S INSURANCE STATEMENT**

**THE UNDERSIGNED** has read and understands the aforementioned insurance and bond requirements of this IFB and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

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

Authorized  
Bidder's Signature: \_\_\_\_\_

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

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

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

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_ Surety Phone: \_\_\_\_\_

***Please return this completed and signed statement with your bid.***

**Manatee County, a Political Subdivision of the State of Florida**

**Indemnity and Hold Harmless**

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

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

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

Acknowledgement:

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

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

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

personally known to me or who has produced \_\_\_\_\_ as  
identification.

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

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

(seal)

**BID FORM**  
*(Submit in Triplicate)*

**For: IFB 17-1641DC**  
**Phase III Gas Collection Expansion**  
**Lena Road Landfill**

<b>Total Offer (Bid "A"):</b> _____
<b>Based on a completion time of <u>120</u> calendar days</b>
<b>Total Offer (Bid "B"):</b> _____
<b>Based on a completion time of <u>160</u> calendar days</b>

We, the undersigned, hereby declare that we have carefully reviewed the IFB Documents in their entirety and with full knowledge and understanding of the aforementioned herewith submit this bid, completely meeting each and every specification, term, and condition contained therein.

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 offer". County has the sole authority to select the bid based on the completion time which is in the best interest of County. Only one award shall be made.

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

Communications concerning this bid shall be addressed as follows: **(Complete all fields)**

Bidder's Name: \_\_\_\_\_

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

Telephone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

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

**A bid bond, certified check, or cashier's check in the amount of 5% of the total bid offer is attached herein.**

I, \_\_\_\_\_ on [date(s)] \_\_\_\_\_ attest that I have visited the project site(s) to familiarize myself with the full scope of work required for the bid.

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

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

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

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

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

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

**MAILING LABEL**

Cut along the outside border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid and the bid due date and time where requested.

**MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:**

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

**INVITATION FOR BID No.: IFB 17-1641DC**

**BID TITLE: Phase III Gas Collection Expansion**

**DUE DATE/TIME:**

**BID FORM**  
(Submit In Triplicate)

IFB 17-1641DC

**PHASE III GAS COLLECTION EXPANSION - LENA ROAD LANDFILL**  
**BID "A" 120 CALENDAR DAYS COMPLETION**

	<b>DESCRIPTION</b>	<b>EST QTY.</b>	<b>UNI TS</b>	<b>BID PRICE PER UNIT (\$)</b>	<b>TOTAL BID PRICE (\$)</b>
1	Mobilization	1	LS	-	-
2	Project Survey	1	LS	-	-
3	<b>LANDFILL GAS EXTRACTION WELL INSTALLATION</b>				
3.1	36-inch Diameter Bore with 6-inch Diameter HDPE Well Casing	3,222	LF	-	-
3.2	Boring Refusal	322	LF	-	-
4	LFG Wellheads for New Wells	56	EA	-	-
5	LFG Wellheads for Existing Wells	205	EA	-	-
6	Flanged Tie-in 18-inch Pipe	2	EA	-	-
7	Flanged Tie-in 8-inch Pipe	13	EA	-	-
8	Existing Wellhead Tie-in Below-grade	10	EA	-	-
9	Stage 1 Interconnection	1	EA	-	-
10	18-inch Header Isolation Valve - Electrofusion	3	EA	-	-
11	18-inch Header Isolation Valve - Flanged	3	EA	-	-
12	12-inch Header Isolation Valve - Flanged	2	EA	-	-
13	14-inch RCP Casing Road Crossing 8" Lateral	90	LF	-	-
14	18-inch HDPE SDR 17 Header Pipe	1,700	LF	-	-
15	12-inch HDPE SDR 17 Header Pipe	1,600	LF	-	-
16	8-inch HDPE SDR 17 Lateral Pipe	9,500	LF	-	-
17	18-inch Vacuum Access Riser	1	EA	-	-
18	12-inch Vacuum Access Riser	1	EA	-	-

Bidder: \_\_\_\_\_

BID FORM  
(Submit In Triplicate)

IFB 17-1641DC

PHASE III GAS COLLECTION EXPANSION - LENA ROAD LANDFILL  
BID "A" 120 CALENDAR DAYS COMPLETION

	DESCRIPTION	EST QTY.	UNI TS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
19	8-inch Vacuum Access Riser	1	EA	-	-
20	Hydroseed	100,000	SY	-	-
21	Sod	25,000	SY	-	-
22	Miscellaneous Work and Cleanup	1	LS	-	-
23	Project Record Documentation	1	LS	-	-
24	SPARE PARTS				
24.1	QED Quick Change Orifice Plate Welleheads	12	EA	-	-
24.2	Kanaflex Hose (yellow)	500	FT		
24.3	Kanaflex Hose Clamps	24	EA	-	-
24.4	6"x2" Fernco Adapters w/Inserts and Clamps	5	EA	-	-
	BASE BID (ITEMS 1 - 24)				\$ -
25	Contingency	10% of Base Bid			\$ -
	<b>BID "A" TOTAL (ITEMS 1 - 25)</b>				<b>\$ -</b>

Bidder: \_\_\_\_\_  
\_\_\_\_\_

BID FORM  
(Submit In Triplicate)

IFB 17-1641DC

PHASE III GAS COLLECTION EXPANSION - LENA ROAD LANDFILL  
BID "B" 160 CALENDAR DAYS COMPLETION

	DESCRIPTION	EST QTY.	UNI TS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
1	Mobilization	1	LS	-	-
2	Project Survey	1	LS	-	-
3	LANDFILL GAS EXTRACTION WELL INSTALLATION				
3.1	36-inch Diameter Bore with 6-inch Diameter HDPE Well Casing	3,222	LF	-	-
3.2	Boring Refusal	322	LF	-	-
4	LFG Wellheads for New Wells	56	EA	-	-
5	LFG Wellheads for Existing Wells	205	EA	-	-
6	Flanged Tie-in 18-inch Pipe	2	EA	-	-
7	Flanged Tie-in 8-inch Pipe	13	EA	-	-
8	Existing Wellhead Tie-in Below-grade	10	EA	-	-
9	Stage 1 Interconnection	1	EA	-	-
10	18-inch Header Isolation Valve - Electrofusion	3	EA	-	-
11	18-inch Header Isolation Valve - Flanged	3	EA	-	-
12	12-inch Header Isolation Valve - Flanged	2	EA	-	-
13	14-inch RCP Casing Road Crossing 8" Lateral	90	LF	-	-
14	18-inch HDPE SDR 17 Header Pipe	1,700	LF	-	-
15	12-inch HDPE SDR 17 Header Pipe	1,600	LF	-	-
16	8-inch HDPE SDR 17 Lateral Pipe	9,500	LF	-	-
17	18-inch Vacuum Access Riser	1	EA	-	-
18	12-inch Vacuum Access Riser	1	EA	-	-

Bidder: \_\_\_\_\_

BID FORM  
(Submit In Triplicate)

IFB 17-1641DC

PHASE III GAS COLLECTION EXPANSION - LENA ROAD LANDFILL  
BID "B" 160 CALENDAR DAYS COMPLETION

	DESCRIPTION	EST QTY.	UNI TS	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
19	8-inch Vacuum Access Riser	1	EA	-	-
20	Hydroseed	100,000	SY	-	-
21	Sod	25,000	SY	-	-
22	Miscellaneous Work and Cleanup	1	LS	-	-
23	Project Record Documentation	1	LS	-	-
24	SPARE PARTS				
24.1	QED Quick Change Orifice Plate Welleheads	12	EA	-	-
24.2	Kanaflex Hose (yellow)	500	FT		
24.3	Kanaflex Hose Clamps	24	EA	-	-
24.4	6"x2" Fernco Adapters w/Inserts and Clamps	5	EA	-	-
	BASE BID (ITEMS 1 - 24)				\$ -
25	Contingency	10% of Base Bid			\$ -
	<b>BID "B" TOTAL (ITEMS 1 - 25)</b>				<b>\$ -</b>

Bidder: \_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT A  
**BIDDER'S QUESTIONNAIRE**  
(Submit in Triplicate)

The bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)

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

1. Contact Information:

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

2. Bidding as: an individual \_\_; a partnership \_\_; a corporation \_\_; a joint venture \_\_

3. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

12. If any, list MBE/DBE (with Agreement amount) to be utilized:

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

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

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15. List the following in connection with the surety which is providing the bond(s):

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

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

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

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

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

ATTACHMENT B  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO ARTICLE V,  
MANATEE COUNTY PROCUREMENT 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 an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner that it has not:

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

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

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

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

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

ATTACHMENT B  
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

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

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

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

STATE OF 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.

**ATTACHMENT C  
SWORN STATEMENT  
THE FLORIDA TRENCH SAFETY ACT**

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

1. This Sworn Statement is submitted with **IFB NO. 17-1641DC Phase III Gas Collection Expansion**
2. This Sworn Statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and, if applicable, its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.
3. Name of individual signing this Sworn Statement is: \_\_\_\_\_, Whose relationship to the above entity is: \_\_\_\_\_.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.

6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**(Impress official seal)**

Notary Public, State of Florida: \_\_\_\_\_

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



# Angelina M. Colonnese

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

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

## ATTACHMENT D: E PAYABLES APPLICATION

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

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

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

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

### FINANCE USE ONLY

Open orders: YES or NO

PEID \_\_\_\_\_

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

CONFIRMED WITH \_\_\_\_\_  
Name and phone number

IFAS \_\_\_\_\_

BANK \_\_\_\_\_

INITIALS \_\_\_\_\_

Return completed form to:

Via email to: [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com)

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

Revised: September 30, 2015

“Pride in Service with a Vision to the Future”

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

Attachment E  
VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS

I am an agent authorized by the company responding to this solicitation to make the following certification: I hereby certify that the company has reviewed Florida Statutes § 287.135, and that after such review, the company is not prohibited by the terms of that statute from entering into an agreement with Manatee County for the commodities and/or services which are the subject of this solicitation. I further acknowledge that my submission of a false certification may subject me and/or my company to civil penalties, attorney's fees, and/or costs.

Vendor Name: _____
Vendor FEIN: _____
Address: _____
City: _____ State: _____ Zip: _____
Certified by: _____
Who is authorized to sign on behalf of the company listed above.
Authorized Signature: _____
Print Name: _____
Title: _____
Date: _____

CONTRACT DOCUMENTS

FOR

PHASE III GCCS EXPANSION  
LENA ROAD LANDFILL

August 2017

PROJECT OWNER:

County of Manatee, Florida  
c/o Manatee County Procurement Division  
1112 Manatee Avenue West  
Bradenton, Florida 34205  
(941) 748-4501

PREPARED BY:

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



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Daniel R. Cooper, P.E.  
Florida Registration No. 66440

**INFRASTRUCTURE ENGINEERING STANDARD SPECIFICATIONS**

<b>DIVISION 1</b>	<b>GENERAL REQUIREMENTS</b>	<b>5</b>
<b>SECTION 01005</b>	<b>GENERAL REQUIREMENTS</b>	<b>5</b>
<b>SECTION 01010</b>	<b>SUMMARY OF WORK</b>	<b>16</b>
<b>SECTION 01015</b>	<b>CONTROL OF WORK</b>	<b>19</b>
<b>SECTION 01030</b>	<b>SPECIAL PROJECT PROCEDURES</b>	<b>(NOT USED)</b>
<b>SECTION 01045</b>	<b>CUTTING AND PATCHING</b>	<b>(NOT USED)</b>
<b>SECTION 01050</b>	<b>FIELD ENGINEERING AND SURVEYING</b>	<b>24</b>
<b>SECTION 01090</b>	<b>REFERENCE STANDARDS</b>	<b>(NOT USED)</b>
<b>SECTION 01150</b>	<b>MEASUREMENT AND PAYMENT</b>	<b>25</b>
<b>SECTION 01152</b>	<b>REQUESTS FOR PAYMENT</b>	<b>34</b>
<b>SECTION 01153</b>	<b>CHANGE ORDER PROCEDURES</b>	<b>35</b>
<b>SECTION 01200</b>	<b>PROJECT MEETINGS</b>	<b>38</b>
<b>SECTION 01310</b>	<b>CONSTRUCTION SCHEDULE &amp; PROJECT RESTRAINTS</b>	<b>40</b>
<b>SECTION 01340</b>	<b>SHOP DRAWINGS, PROJECT DATA AND SAMPLES</b>	<b>45</b>
<b>SECTION 01370</b>	<b>SCHEDULE OF VALUES</b>	<b>50</b>
<b>SECTION 01380</b>	<b>CONSTRUCTION PHOTOGRAPHS</b>	<b>51</b>
<b>SECTION 01410</b>	<b>TESTING AND TESTING LABORATORY SERVICES</b>	<b>(NOT USED)</b>
<b>SECTION 01510</b>	<b>TEMPORARY AND PERMANENT UTILITIES</b>	<b>53</b>
<b>SECTION 01570</b>	<b>TRAFFIC REGULATION</b>	<b>55</b>
<b>SECTION 01580</b>	<b>PROJECT IDENTIFICATION AND SIGNS</b>	<b>57</b>
<b>SECTION 01590</b>	<b>COUNTY'S FIELD OFFICE</b>	<b>(NOT USED)</b>
<b>SECTION 01600</b>	<b>MATERIAL AND EQUIPMENT</b>	<b>60</b>
<b>SECTION 01620</b>	<b>STORAGE AND PROTECTION</b>	<b>62</b>
<b>SECTION 01700</b>	<b>CONTRACT CLOSEOUT</b>	<b>64</b>
<b>SECTION 01710</b>	<b>CLEANING</b>	<b>67</b>
<b>SECTION 01720</b>	<b>PROJECT RECORD DOCUMENTS</b>	<b>69</b>
<b>SECTION 01730</b>	<b>OPERATING AND MAINTENANCE DATA</b>	<b>(NOT USED)</b>
<b>SECTION 01740</b>	<b>WARRANTIES AND BONDS</b>	<b>(NOT USED)</b>
<b>DIVISION 2</b>	<b>SITE WORK</b>	<b>72</b>
<b>SECTION 02064</b>	<b>MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT</b>	<b>72</b>
<b>SECTION 02100</b>	<b>SITE PREPARATION</b>	<b>(NOT USED)</b>
<b>SECTION 02220</b>	<b>EXCAVATION, BACKFILL, FILL AND GRADING</b>	<b>(NOT USED)</b>
<b>SECTION 02221</b>	<b>TRENCHING, BEDDING AND BACKFILL FOR PIPE</b>	<b>77</b>
<b>SECTION 02223</b>	<b>EXCAVATION BELOW GRADE AND CRUSHED STONE REFILL</b>	<b>(NOT USED)</b>
<b>SECTION 02260</b>	<b>FINISH GRADING</b>	<b>83</b>
<b>SECTION 02276</b>	<b>TEMPORARY EROSION AND SEDIMENTATION CONTROL</b>	<b>85</b>
<b>SECTION 02325</b>	<b>ROAD AND RAILROAD CROSSINGS</b>	<b>(NOT USED)</b>
<b>SECTION 02355</b>	<b>LUMBER LEFT IN PLACE</b>	<b>(NOT USED)</b>
<b>SECTION 02444</b>	<b>FENCING</b>	<b>(NOT USED)</b>
<b>SECTION 02480</b>	<b>LANDSCAPING</b>	<b>(NOT USED)</b>
<b>SECTION 02485</b>	<b>SEEDING AND SODDING</b>	<b>87</b>
<b>SECTION 02513</b>	<b>ASPHALT CONCRETE PAVING</b>	<b>(NOT USED)</b>
<b>SECTION 02575</b>	<b>PAVEMENT REPAIR AND RESTORATION</b>	<b>(NOT USED)</b>
<b>SECTION 02590</b>	<b>WATER SERVICES ON PRIVATE PROPERTY</b>	<b>(NOT USED)</b>
<b>SECTION 02614</b>	<b>STEEL PIPE AND FITTINGS</b>	<b>(NOT USED)</b>
<b>SECTION 02615</b>	<b>DUCTILE IRON PIPE AND FITTINGS</b>	<b>(NOT USED)</b>
<b>SECTION 02617</b>	<b>INSTALLATION AND TESTING OF PRESSURE PIPE</b>	<b>(NOT USED)</b>
<b>SECTION 02618</b>	<b>PIPELINE CLEANING</b>	<b>(NOT USED)</b>
<b>SECTION 02619</b>	<b>HORIZONTAL DIRECTIONAL DRILLING</b>	<b>(NOT USED)</b>

SECTION 02619A	PIPE BURSTING OF EXISTING MAINS	(NOT USED)
SECTION 02620	POLYETHYLENE (PE) PRESSURE PIPE	(NOT USED)
SECTION 02622	POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS	(NOT USED)
SECTION 02623	POLYVINYL CHLORIDE (PVC) PIPE (GRAVITY SEWER)	(NOT USED)
SECTION 02625	FIBERGLASS MANHOLES	(NOT USED)
SECTION 02626	SANITARY SEWER GRAVITY MAIN REHABILITATION	(NOT USED)
SECTION 02627	SANITARY SEWER MANHOLE REHABILITATION	(NOT USED)
SECTION 02628	SANITARY SEWER MANHOLE AND WET WELL LINERS	(NOT USED)
SECTION 02640	VALVES AND APPURTENANCES	(NOT USED)
SECTION 02720	SANITARY SEWER BYPASS PUMPING	(NOT USED)
DIVISION 3	CONCRETE	(NOT USED)
SECTION 03200	CONCRETE REINFORCEMENT	(NOT USED)
SECTION 03300	CAST-IN-PLACE CONCRETE	(NOT USED)
SECTION 03350	CONCRETE FINISHES	(NOT USED)
SECTION 03410	PRECAST CONCRETE STRUCTURES	(NOT USED)
SECTION 03500	LIFT STATION SPECIFICATION	(NOT USED)
DIVISION 4	MASONRY	(NOT USED)
SECTION 04220	MASONRY	(NOT USED)
DIVISION 5	METALS	(NOT USED)
SECTION 05500	MISCELLANEOUS METAL	(NOT USED)
SECTION 05550	AIR RELEASE ENCLOSURE	(NOT USED)
SECTION 05600	METAL BUILDINGS	(NOT USED)
DIVISION 6	WOOD AND PLASTIC	(NOT USED)
SECTION 06100	ROUGH CARPENTRY	(NOT USED)
SECTION 06200	FINISH CARPENTRY	(NOT USED)
SECTION 06600	FIBERGLASS REINFORCED POLYMER (FRP) PRODUCTS AND FABRICATIONS	(NOT USED)
SECTION 06900	WEIRS, BAFFLES AND SUPPORTS	(NOT USED)
DIVISION 7	THERMAL AND MOISTURE PROTECTION	(NOT USED)
SECTION 07100	WATERPROOFING, DAMPPROOFING AND CAULKING	(NOT USED)
DIVISION 8	DOORS AND WINDOWS	(NOT USED)
SECTION 08100	METAL DOORS AND FRAMES	(NOT USED)
SECTION 08200	FIBERGLASS REINFORCED PLASTIC DOORS AND FRAMES	(NOT USED)
SECTION 08331	OVERHEAD DOORS	(NOT USED)
DIVISION 9	PAINTING	(NOT USED)
SECTION 09150	CEMENT PLASTER (STUCCO)	(NOT USED)
SECTION 09865	SURFACE PREPARATION AND SHOP PRIME PAINTING	(NOT USED)
SECTION 09900	PAINTING	(NOT USED)
SECTION 09901	ROOF COATING AND MEMBRANE SYSTEM – NOXYDE	(NOT USED)
SECTION 09920	SEWPERCOAT SURFACING SYSTEM	(NOT USED)
SECTION 09970	SURFACE PROTECTION SPRAY SYSTEM	(NOT USED)
DIVISION 10	SPECIALTIES	(NOT USED)
SECTION 10520	FIRE EXTINGUISHERS	(NOT USED)
DIVISION 11	EQUIPMENT	(NOT USED)
SECTION 11210	VERTICAL TURBINE PUMPS	(NOT USED)

SECTION 11215	DIESEL BACKUP PUMP	(NOT USED)
SECTION 11225	STATIC MIXERS	(NOT USED)
DIVISION 13	SPECIAL CONSTRUCTION	(NOT USED)
SECTION 13350	LIFT STATION REHABILITATION	(NOT USED)
SECTION 13350A	WET WELL CLEANING	(NOT USED)
DIVISION 14	CONVEYING SYSTEMS	(NOT USED)
SECTION 14600	HOISTS AND CRANES	(NOT USED)
DIVISION 15	MECHANICAL	(NOT USED)
SECTION 15094	PIPE HANGERS AND SUPPORTS	(NOT USED)
SECTION 15400	PLUMBING	(NOT USED)
SECTION 15500	AIR CONDITIONING SYSTEM	(NOT USED)
DIVISION 16	ELECTRICAL	(NOT USED)
SECTION 16050	ELECTRICAL - GENERAL PROVISIONS	(NOT USED)
SECTION 16108	MISCELLANEOUS EQUIPMENT	(NOT USED)
SECTION 16110	CONDUITS AND FITTINGS	(NOT USED)
SECTION 16120	WIRES AND CABLES	(NOT USED)
SECTION 16150	MOTORS	(NOT USED)
SECTION 16152	INVERTER DUTY MOTORS	(NOT USED)
SECTION 16160	PANELBOARDS	(NOT USED)
SECTION 16231	EMERGENCY GENERATOR SET	(NOT USED)
SECTION 16231A	PORTABLE EMERGENCY GENERATOR SET	(NOT USED)
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This specification includes by reference the Manatee County Public Works Standards, Part I Utilities Standards Manual approved June 2015.

## DIVISION 1 GENERAL REQUIREMENTS

### SECTION 01005 GENERAL REQUIREMENTS

#### **PART 1 GENERAL**

##### **1.01 SCOPE AND INTENT**

A. Description

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

B. Work Included

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

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

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

C. Public Utility Installations and Structures

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

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

Public utility installations or structures owned or controlled by the County or other governmental body, which are required by this contract to be removed, relocated, replaced

or rebuilt by the Contractor not identified in any separate bid item shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made.

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

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

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

## **1.02 PLANS AND SPECIFICATIONS**

### **A. Plans**

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

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

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

### **C. Supplementary Drawings**

When, in the opinion of the County, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the County and five paper prints thereof will be given to the Contractor.

### **D. Contractor to Check Plans and Data**

The Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the

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

E. Specifications

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

F. Intent

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

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

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

**1.03 MATERIALS AND EQUIPMENT**

A. Manufacturer

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

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

B. Delivery

The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The

Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories

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

Spare parts shall be furnished as specified.

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

D. Installation of Equipment.

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

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

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

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

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

E. Service of Manufacturer's Engineer

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

shall instruct such personnel as may be designated by the County in the proper operation and maintenance of such equipment.

#### **1.04 INSPECTION AND TESTING**

##### **A. General**

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

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

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

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

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

##### **B. Costs**

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

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

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

##### **C. Inspections of Materials**

The Contractor shall give notice in writing to the County, at least two weeks in advance of his intention to commence the manufacture or preparation of materials especially

manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture of preparation of materials. Upon receipt of such notice, the County will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or he will notify the Contractor that inspection will be waived. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture

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

E. Shop Tests of Operating Equipment

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

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

F. Preliminary Field Tests

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

G. Final Field Tests

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

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

H. Failure of Tests

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

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

I. Final Inspection

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

**1.05 TEMPORARY STRUCTURES**

A. Temporary Fences

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

**1.06 TEMPORARY SERVICES**

A. First Aid

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

**1.07 LINES AND GRADES**

A. Grade

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

B. Safeguarding Marks

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

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

C. Datum Plane

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

**1.08 ADJACENT STRUCTURES AND LANDSCAPING**

A. Responsibility

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

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

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

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

B. Protection of Trees

1. All trees and shrubs shall be adequately protected by the Contractor with boxes and otherwise and in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season and at the sole expense of the Contractor.
2. Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.
3. The County may order the Contractor, for the convenience of the County, to remove trees along the line or trench excavation. If so ordered, the County will obtain any permits required for removal of trees. Such tree removal ordered shall be paid for under the appropriate Contract Items.

C. Lawn Areas

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

D. Restoration of Fences

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

**1.09 PROTECTION OF WORK AND PUBLIC**

A. Barriers and Lights

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

B. Smoke Prevention

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

C. Noise

The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all engines or other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools,

special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

D. Access to Public Services

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

E. Dust prevention

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

**1.10 CUTTING AND PATCHING**

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

**1.11 CLEANING**

A. During Construction

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

B. Final Cleaning

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

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

**1.12 MISCELLANEOUS**

A. Protection Against Siltation and Bank Erosion

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

B. Protection of Wetland Areas

The Contractor shall properly dispose of all surplus material, including soil, in accordance with Local, State and Federal regulations. Under no circumstances shall surplus material be disposed of in wetland areas as defined by the Florida Department of Environmental Protection or Southwest Florida Water Management District.

C. Existing Facilities

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

D. Use of Chemicals

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

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01010 SUMMARY OF WORK**

### **PART 1 GENERAL**

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

- A. The project work to be performed by the Contractor consists of furnishing all labor, materials, equipment, tools, transportation, services, incidentals, and performing all work necessary to complete the project, in place and ready for service in accordance with the Plans and Specifications prepared therefore and entitled "2016 Phase III GCCS Expansion, Stage III Lena Road Landfill." The Work generally includes but is not limited to the following items:
1. Construction staking/system layout/surveying prior to construction.
  2. Installing below grade high density polyethylene (HDPE) landfill gas (LFG) extraction wells, laterals, and header pipe. Header appurtenances also to be installed include, but are not limited to, fittings, connections, vacuum access risers, monitoring ports.
  3. Installing below grade HDPE isolation valves and valve vaults.
  4. Below grade tie-ins to existing LFG header system. Tie-ins include, but are not limited to, laterals and header connections.
  5. Installing gas wellheads, including fittings, valves, tubing, hoses, clamps, valves, regulators and filters, and related appurtenances.
  6. Grading, seeding & sodding, and restoring site conditions.
  7. Conformance surveying.
  8. Providing as-built documentation.
- B. The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications and as shown on the Contract Drawings.
- C. The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the County.
- D. The Contractor shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

#### **1.02 CONTRACTS**

Construct all the Work under a single contract.

#### **1.03 WORK SEQUENCE**

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

**1.04 CONSTRUCTION AREAS**

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

**1.05 COUNTY OCCUPANCY**

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

**1.06 PARTIAL COUNTY OCCUPANCY**

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

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01015 CONTROL OF WORK**

### **PART 1 GENERAL**

#### **1.01 WORK PROGRESS**

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

#### **1.02 PRIVATE LAND**

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

#### **1.03 WORK LOCATIONS**

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

#### **1.04 OPEN EXCAVATIONS**

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

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

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

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

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

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

**1.07 TEST PITS**

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

**1.08 CARE AND PROTECTION OF PROPERTY**

- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition equal or better to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the County.
- B. All sidewalks which are disturbed by the Contractor's operations shall be restored to their original or better condition by the use of similar or comparable materials. All curbing shall be restored in a condition equal to the original construction and in accordance with the best

modern practice.

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

**1.09 MAINTENANCE OF TRAFFIC**

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

**1.10 WATER FOR CONSTRUCTION PURPOSES**

- A. In locations where public water supply is available, the Contractor may purchase water for all construction purposes.
- B. The Contractor shall be responsible for paying for all water tap fees incurred for the purpose of obtaining a potable water service or temporary use meter.

**1.11 MAINTENANCE OF FLOW**

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

**1.12 CLEANUP**

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

**1.13 COOPERATION WITHIN THIS CONTRACT**

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

**1.14 PROTECTION OF CONSTRUCTION AND EQUIPMENT**

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

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

Where pipe lines are installed within FDOT right-of-way, all excavation backfill and compaction for the purpose of reconstructing roadways and/or adjacent slopes contiguous thereto shall be in accordance with FDOT or Manatee County Standards and Specifications, whichever is applicable. Contractor shall satisfy the authorized representative of the FDOT with respect to proper safety procedures, construction methods, required permitting, etc., within the FDOT right-of-way.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

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

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

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

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

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

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

- A. Existing basic horizontal and vertical control points for the Project are designated on the Contract Drawings.
- B. Locate and protect all survey monumentation, property corners and project control points prior to starting work and preserve all permanent reference points during construction. All costs associated with the replacement of all survey monumentation, property corners and project control points shall be borne by the Contractor.

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

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

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

Establish replacements based on original survey control.

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

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

#### **1.05 RECORDS**

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

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

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

**END OF SECTION**

## **SECTION 01150 MEASUREMENT AND PAYMENT**

### **PART 1 GENERAL**

#### **1.01 SCOPE**

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

#### **1.02 ESTIMATED QUANTITIES**

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

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

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

#### **1.04 MEASUREMENT STANDARDS**

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

#### **1.05 AREA MEASUREMENTS**

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

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

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

#### **1.07 UNIT PRICE ITEM**

Separate payment will be made for the items of work described herein and listed on the Bid

Form. Any related work not specifically listed, but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

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

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

**BID ITEM #1 – MOBILIZATION (LUMP SUM)**

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

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

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

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

These payments will be subject to the standard retainage provided in the Contract. Payment of the retainage will be made after completion of the work and demobilization (all temporary facilities, temporary erosion and sedimentation controls, equipment, and appurtenances have been removed from the site).

**BID ITEM #2 - PROJECT SURVEY (LUMP SUM)**

Measurement for this item shall be on a completed lump sum basis.

Payment for this item shall be on a lump sum basis as described below. No price adjustments will be made for this item due to changes in the work.

The Contract Price for Project Survey shall be subject to the following provisions:

- a. The maximum amount allowed to be bid for Project Survey is 3 percent of the total bid price.
- b. Partial payments for project survey will be made in accordance with the following schedule.

<b>Condition or Percent of Total Contract Amount Earned</b>	<b>Allowable Percent of the Lump Sum Price for the Item</b>
Initial layout survey conducted and drawings/files provided to County and Engineer	50
Draft As-built Survey provide as part of Draft Record Documents package	75
Final submittal of signed/sealed as-built with final Record Documents package	100

The final payment for Project Survey will not be made until all temporary facilities, temporary erosion and sedimentation controls, equipment, and appurtenances have been removed from the site.

**BID ITEM #3A - 36-INCH DIAMETER BORE WITH 6-INCH DIAMETER WELL CASING (LINEAR FOOT)**

Measurement. Landfill gas wells will be measured on a linear foot basis from existing ground surface to the bottom of the well bore as measured in the field by the Engineer.

Payment for this item will be at the contract unit price per linear foot installed. Payment will include all boring, stone, soil, bentonite, geotextile, backfilling, health and safety requirements, HDPE piping (solid and perforated), connections, fittings, transportation to the working face for drilling spoils, and shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract

Documents. Price shall include the above-grade riser pipe at each well. Additional payment will not be made for the above-grade riser.

**BID ITEM #3B - BORING REFUSAL (LINEAR FOOT)**

Measurement. Wells that must be abandoned due to insufficient depth resulting from boring refusal shall be paid on a linear foot basis as measured in the field by the Engineer from existing ground surface to the bottom of the wellbore. No boring may be abandoned without approval of the Engineer.

Payment for this item will be at the contract unit price per linear foot of boring, and includes boring, and backfilling.

**BID ITEM #4 - LFG WELLHEADS FOR NEW WELLS (EACH)**

Measurement for this item shall be on a completed and installed unit basis.

Payment for this item shall be at the contract unit price per installed unit, including new QED quick change orifice plate wellhead and all required connections for new wells, valving, fittings, piping, identification markings, monitoring/access ports, flow measurement devices, quality control surveying and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #5 - LFG WELLHEADS FOR EXISTING WELLS (EACH)**

Measurement for this item shall be on a completed and installed unit basis.

Payment for this item shall be at the contract unit price per installed unit, including new QED quick change orifice plate wellhead and all required connections for existing wells, valving, fittings, piping, and identification markings, monitoring/access ports, flow measurement devices, quality control surveying and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #6 - FLANGED TIE-IN 18-INCH PIPE (EACH)**

Measurement for this item shall be on a completed unit basis.

Payment for this item shall be at the contract unit price per tie-in as specified on the bid form. Payment includes excavation, transportation of excavated refuse to the working face, sand bedding, clean soil backfill, backfilling, soil compaction, restoration of cover soils, fittings, piping, connections, risers, pipe location markings, tie-ins to existing lines, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #7 - FLANGED TIE-IN 8-INCH PIPE (EACH)**

Measurement for this item shall be on a completed unit basis.

Payment for this item shall be at the contract unit price per tie-in as specified on the bid form. Payment includes excavation, transportation of excavated refuse to the working face, sand bedding, clean soil backfill, backfilling, soil compaction, restoration of cover soils, fittings, piping, connections, risers, pipe location markings, tie-ins to existing lines, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #8 - EXISTING WELLHEAD TIE-IN BELOW GRADE (EACH)**

Measurement for this item shall be on a completed unit basis.

Payment for this item shall be at the contract unit price per tie-in as specified on the bid form. Payment includes excavation, transportation of excavated refuse to the working face, sand bedding, sand bedding, clean soil backfill, backfilling, soil compaction, restoration of cover soils, fittings, piping, connections, risers, pipe location markings, tie-ins to existing lines, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #9 - STAGE I INTERCONNECTION (EACH)**

Measurement for this item shall be on a completed unit basis.

Payment for this item shall be at the contract unit price per tie-in as specified on the bid form. Payment shall include the tie-ins to the existing 18-inch header pipe as shown on the drawings. Payment includes excavation, transportation of excavated refuse to the working face, sand bedding, backfilling, soil compaction, fittings, piping, valving, valve vault, valve stem extension controls, monitoring ports, identification markings, connections, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents

**BID ITEM #10 - 18-INCH HEADER ISOLATION VALVE - ELECTROFUSION (EACH)**

Measurement for this item shall be on a completed unit basis.

Payment for this item shall be at the contract unit price per tie-in as specified on the bid form. Payment shall include the tie-ins to the existing 18-inch header pipe as shown on the drawings. Payment includes excavation, transportation of excavated refuse to the working face, pipe bedding, electrofusion couplings, backfilling, soil compaction, fittings, piping, valving, valve vault, valve stem extension controls, monitoring ports, identification markings, connections, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #11 - 18-INCH HEADER ISOLATION VALVE - FLANGED (EACH)**

Measurement for this item shall be on a completed and installed unit basis.

Payment for this item will be at the contract unit price per installed unit, including excavation,

transportation of excavated refuse to the working face, backfilling, flanges, valving, valve stem extension controls, valve vault, fittings, spacers, piping installation and connections, monitoring ports, and related component, bollards, identification markings, testing, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #12 - 12-INCH HEADER ISOLATION VALVE - FLANGED (EACH)**

Measurement for this item shall be on a completed and installed unit basis.

Payment for this item will be at the contract unit price per installed unit, including excavation, transportation of excavated refuse to the working face, backfilling, flanges, valving, valve stem extension controls, valve vault, fittings, spacers, piping installation and connections, monitoring ports, and related component, bollards, identification markings, testing, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #13 - 14-INCH CMP CASING AND ROAD CROSSING (LINEAR FOOT)**

Measurement for this item shall be on an installed linear foot basis per specified pipe size as measured during the conformance survey conducted by a Florida Licensed Professional Surveyor.

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

**BID ITEM #14 - 18-INCH HDPE SDR 17 HEADER PIPE (LINEAR FOOT)**

Measurement for this item shall be on an installed linear foot basis per specified pipe size as measured during the conformance survey conducted by a Florida Licensed Professional Surveyor. Measurement shall not include vertical components (i.e., riser) of laterals or headers.

Payment for this item shall be at the contract unit price per horizontal linear foot for each pipe size specified on the bid form. Payment includes tie-in to existing header, excavation, transportation of excavated refuse to the working face, sand and clean soil backfill material, pipe bedding, backfilling, soil compaction, fittings, piping, connections, risers for connection to wellheads, pipe location markings, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #15 - 12-INCH HDPE SDR 17 HEADER PIPE (LINEAR FOOT)**

Measurement for this item shall be on an installed linear foot basis per specified pipe size as measured during the conformance survey conducted by a Florida Licensed Professional Surveyor. Measurement shall not include vertical components (i.e., riser) of laterals or headers.

Payment for this item shall be at the contract unit price per horizontal linear foot for each pipe

size specified on the bid form. Payment includes tie-in to existing header, excavation, transportation of excavated refuse to the working face, sand and clean soil backfill material, pipe bedding, backfilling, soil compaction, fittings, piping, connections, risers for connection to wellheads, pipe location markings, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #16 - 8-INCH HDPE SDR 17 LATERAL PIPE (LINEAR FOOT)**

Measurement for this item shall be on an installed linear foot basis per specified pipe size as measured during the conformance survey conducted by a Florida Licensed Professional Surveyor. Measurement shall not include vertical components (i.e., riser) of laterals.

Payment for this item shall be at the contract unit price per horizontal linear foot for each pipe size specified on the bid form. Payment includes tie-in to existing or new header, tie-in to existing or new laterals, excavation, transportation of excavated refuse to the working face, sand and clean soil backfill material, pipe bedding, backfilling, soil compaction, fittings, piping, connections, risers for connection to wellheads, pipe location markings, quality control surveying, testing, and incidentals. Payment shall constitute full compensation for all material, labor, equipment and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #17 - 18-INCH VACUUM ACCESS RISER (EACH)**

Measurement for this item shall be on a completed and installed unit basis.

Payment for this item will be at the contract unit price per installed unit, including completed access riser, fittings, piping, connections, identification markings, monitoring/access ports, testing, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #18 - 12-INCH VACUUM ACCESS RISER (EACH)**

Measurement for this item shall be on a completed and installed unit basis.

Payment for this item will be at the contract unit price per installed unit, including completed access riser, fittings, piping, connections, identification markings, monitoring/access ports, testing, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #19 - 8-INCH VACUUM ACCESS RISER (EACH)**

Measurement for this item shall be on a completed and installed unit basis.

Payment for this item will be at the contract unit price per installed unit, including completed access riser, fittings, piping, connections, identification markings, monitoring/access ports, testing, and other incidentals. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #20 - HYDROSEED (SQUARE YARD)**

Measurement for this item shall be on a square yard basis.

Payment for this item shall be on a square yard basis for areas seeded. The pay item includes addition of topsoil, if necessary, conditioning the topsoil with fertilizer and/or lime application, and supply, placement, watering, and maintaining areas seeded through final acceptance of the WORK. All areas disturbed by CONTRACTOR on the top deck of the landfill shall be hydroseeded.

**BID ITEM #21 - SOD (SQUARE YARD)**

Measurement for this item shall be on a square yard basis.

Payment for this item shall be on a square yard basis for areas sodded. The pay item includes addition of topsoil, if necessary, conditioning the topsoil with fertilizer and/or lime application, and supply, placement, watering, and maintaining sodded through final acceptance of the WORK. All areas disturbed by CONTRACTOR on the side slopes and other areas of the landfill shall be sodded with Bahia grass.

**BID ITEM #22 - MISCELLANEOUS WORK AND CLEANUP (LUMP SUM)**

Payment for all work included under this Bid Item shall be made at the Contract lump sum price bid listed in the Bid Form for 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 County for items installed under this bid item. Payment shall also include, but not limited to project signs, traffic control, rubbish, 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 #23 – PROJECT DOCUMENTATION (LUMP SUM)**

Measurement for this item shall be on a completed lump sum basis.

Payment for this item shall be on a lump sum basis for the completed Project Record Documents. The pay item includes drawings, operation and maintenance manuals, vendor and material supply information, construction photographs, and all other items required for Project Record Documentation per specification section 01720. Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**BID ITEM #24 – SPARE PARTS (EACH)**

Measurement for this item shall be on a purchased unit basis for the individual items as described below and on the Bid Form. Each bid item contains a specified unit of measure and quantity of the desired part.

Payment for this item shall be at the contract price per purchased unit as described below:

Item 24a	EA - 12 new QED quick change orifice plate wellheads
Item 24b	FT - 500 feet of Kanaflex hose (yellow)
Item 24c	EA - 24 Kanaflex hose clamps
Item 24d	EA - 5 (five) 6"x2" Fernco adapters and all clamps.

Payment shall constitute full compensation for all material, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the Contract Documents.

**PART 2      PRODUCTS (NOT USED)**

**PART 3      EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01152 REQUESTS FOR PAYMENT**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

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

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

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

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

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

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

Fill in application form as specified for progress payments.

#### **1.05 SUBMITTAL PROCEDURE**

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

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

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

**END OF SECTION**

## **SECTION 01153 CHANGE ORDER PROCEDURES**

### **PART 1 GENERAL**

#### **1.01 DEFINITION**

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

#### **1.02 REQUIREMENTS INCLUDED**

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

#### **1.03 PRELIMINARY PROCEDURES**

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

3. Statement of the effect on the Contract Sum and the Contract Time.
4. Statement of the effect on the work of separate contractors.
5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

**1.04 FIELD ORDER CHANGE**

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

**1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS**

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

**1.06 PREPARATION OF CHANGE ORDERS**

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

Contract Time.

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

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

**1.08 UNIT PRICE CHANGE ORDER**

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

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

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

**1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS**

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

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01200 PROJECT MEETINGS**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

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

#### **1.02 PRE-CONSTRUCTION MEETING**

- A. Attendance:
  - 1. County's Engineer.
  - 2. County's Project Manager
  - 3. Contractor.
  - 4. Resident Project Representative.
  - 5. Related Labor Contractor's Superintendent.
  - 6. Major Subcontractors.
  - 7. Major Suppliers.
  - 8. Others as appropriate.
- B. Suggested Agenda:
  - 1. Distribution and discussion of:
    - a. List of major subcontractors.
    - b. Projected Construction Schedules.
    - c. Coordination of Utilities
  - 2. Critical work sequencing.
  - 3. Project Coordination.
    - a. Designation of responsible personnel.
    - b. Emergency contact persons with phone numbers.
  - 4. Procedures and processing of:
    - a. Field decisions.
    - b. Submittals.
    - c. Change Orders.
    - d. Applications for Payment.
  - 5. Procedures for maintaining Record Documents.
  - 6. Use of premises:
    - a. Office, work and storage areas.
    - b. County's REQUIREMENTS.
  - 7. Temporary utilities.
  - 8. Housekeeping procedures.
  - 9. Liquidated damages.
  - 10. Equal Opportunity Requirements.
  - 11. Laboratory testing.

12. Project / Job meetings: Progress meeting, other special topics as needed.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

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

### **PART 1 GENERAL**

#### **1.01 GENERAL**

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

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

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

### **PART 2 PRODUCTS**

#### **2.01 GENERAL REQUIREMENTS**

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

#### **2.02 FORM OF SCHEDULES**

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

**2.03 CONTENT OF SCHEDULES**

- A. Each monthly schedule shall be based on data as of the last day of the current pay period.
- B. Description for each activity shall be brief, but convey the scope of work described.
- C. Activities shall identify all items of work that must be accomplished to achieve substantial completion, such as items pertaining to Contractor's installation and testing activities; items pertaining to the approval of regulatory agencies; contractor's time required for submittals, fabrication and deliveries; the time required by County to review all submittals as set forth in the Contract Documents; items of work required of County to support pre-operational, startup and final testing; time required for the relocation of utilities. Activities shall also identify interface milestones with the work of other contractors performing work under separate contracts with County.
- D. Schedules shall show the complete sequence of construction by activities. Dates for beginning and completion of each activity shall be indicated as well as projected percentage of completion for each activity as of the first day of each month.
- E. Submittal schedule for shop drawing review, product data, and samples shall show the date of Contractor submittal and the date approved submittals will be required by the County, consistent with the time frames established in the Specifications.
- F. For Contract change orders granting time extensions, the impact on the Contract date(s) shall equal the calendar-day total time extension specified for the applicable work in the Contract change orders.
- G. For actual delays, add activities prior to each delayed activity on the appropriate critical path(s). Data on the added activities of this type shall portray all steps leading to the delay and shall further include the following: separate activity identification, activity description indicating cause of the delay, activity duration consistent with whichever set of dates below applies, the actual start and finish dates of the delay or, if the delay is not finished, the actual start date and estimated completion date.
- H. For potential delays, add an activity prior to each potentially delayed activity on the appropriate critical path(s). Data for added activities of this type shall include alternatives available to mitigate the delay including acceleration alternatives and further show the following: separate activity identification, activity description indicating cause of the potential delay and activity duration equal to zero work days.

## **2.04 SUPPORTING NARRATIVE**

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

## **2.05 SUBMITTALS**

- A. Contractor shall submit estimated and preliminary progress schedules (as identified in the Terms and Conditions of the Contract and the General Conditions), monthly status reports, a start-up schedule and an as-built schedule report all as specified herein.
- B. All schedules, including estimated and preliminary schedules, shall be in conformance with the Contract Documents.
- C. The finalized progress schedule discussed in the Contract Documents shall be the first monthly status report and as such shall be in conformance with all applicable specifications contained herein.

- D. Monthly Status Report submittals shall include a time-scaled (days after notice to proceed) diagram showing all contract activities and supporting narrative. The initial detailed schedule shall use the notice to proceed as the start date. The finalized schedule, if concurred with by County, shall be the work plan to be used by the contractor for planning, scheduling, managing and executing the work.
- E. The schedule diagram shall be formatted as above. The diagram shall include (1) all detailed activities included in the preliminary and estimated schedule submittals, (2) calendar days prior to substantial completion, (3) summary activities for the remaining days. The critical path activities shall be identified, including critical paths for interim dates, if possible.
- F. The Contractor shall submit progress schedules with each application for payment.

## **2.06 MONTHLY STATUS REPORTS**

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

## **2.07 STARTUP SCHEDULE**

- A. At least 60 calendar days prior to the date of substantial completion, Contractor shall submit a time-scaled (days after notice to proceed) diagram detailing the work to take place in the period between 60 days prior to substantial completion, together with a supporting narrative. County shall have 10 calendar days after receipt of the submittal to respond. Upon receipt of County's comments, Contractor shall make the necessary revisions and submit the revised schedule within 10 calendar days. The resubmittal, if concurred with by County, shall be the Work Plan to be used by Contractor for planning, managing, scheduling and executing the remaining work leading to substantial completion.
- B. The time-scaled diagram shall use the latest schedule of legal status for those activities completed ahead of the last 60 calendar days prior to substantial completion and detailed activities for the remaining 60-day period within the time frames outlined in the latest schedule of legal status.
- C. Contractor will be required to continue the requirement for monthly reports, as outlined above. In preparing this report, Contractor must assure that the schedule is consistent with

the progress noted in the startup schedule.

**2.08 REVISIONS**

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

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01340 SHOP DRAWINGS, PROJECT DATA AND SAMPLES**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. The Contractor shall submit to the County for review and approval: working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this section called data), 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. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the County. This log should include the following items:
  - 1. Submittal description and number assigned.
  - 2. Date to County.
  - 3. Date returned to Contractor (from County).
  - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
  - 5. Date of Resubmittal and Return (as applicable).
  - 6. Date material released (for fabrication).
  - 7. Projected date of fabrication.
  - 8. Projected date of delivery to site.
  - 9. Projected date and required lead time so that product installation does not delay contact.
  - 10. Status of O&M manuals submitted.

#### **1.03 CONTRACTOR'S RESPONSIBILITY**

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the County for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the County without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the contract Documents.
- B. 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 County a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

- 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 County, with No Exceptions Taken or Approved As Noted.
- E. The Contractor shall submit to the County all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the County receives them.
- F. All material & product submittals, other than samples, may be transmitted electronically as a pdf file. All returns to the contractor will be as a pdf file only unless specifically requested otherwise.
- 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 County of the necessary Shop Drawings.

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

- A. The County's review of drawings, data and samples submitted by the Contractor shall cover only general conformity to the Specifications, external connections and dimensions which affect the installation.
- B. The review of drawings and schedules shall be general and shall not be construed:
  - 1. As permitting any departure from the Contract requirements.
  - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions and materials.
  - 3. As approving departures from details furnished by the County, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which the County finds to be in the interest of the County and to be so minor as not to involve a change in Contract Price or time for performance, the County may return the reviewed drawings without noting any exception.
- D. When reviewed by the County, each of the Shop and Working Drawings shall be identified as having received such review being so stamped and dated. Shop Drawings stamped "REJECTED" and with required corrections shown shall be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals, the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the County on previous submissions. The Contractor shall make any corrections required by the County.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the County.
- G. The County shall review a submittal/resubmittal a maximum of three (3) times after which cost of review shall be borne by the Contractor. The cost of engineering shall be equal to the County's actual payroll cost.

- H. When the Shop and Working Drawings have been completed to the satisfaction of the County, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the County.
- I. No partial submittals shall be reviewed. Incomplete submittals shall be returned to the Contractor and shall be considered not approved until resubmitted.

**1.05 SHOP DRAWINGS**

- A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, drawings, setting drawings, schedule drawings, manufacturer's scale drawings and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the County and shall bear the Contractor's stamp of approval and original signature as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval and original signature shall be returned to the Contractor for resubmission.
- C. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
  - 1. Number and title of the drawing.
  - 2. Date of Drawing or revision.
  - 3. Name of project building or facility.
  - 4. Name of contractor and subcontractor submitting drawing.
  - 5. Clear identification of contents and location of the work.
  - 6. Specification title and number.
- D. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility of executing the work in accordance with the Contract, even though such drawings have been reviewed.
- E. Data on materials and equipment shall include, without limitation, materials and equipment lists, catalog sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- F. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the County along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and have been in operation for a period of at least one (1) year.
- H. Only the County will utilize the color "red" in marking shop drawing submittals.

**1.06 WORKING DRAWINGS**

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's fabrication and erection drawings for structures such as roof trusses, steelwork, precast concrete elements, bulkheads, support of open cut excavation, support of utilities, groundwater control systems, forming and false work; underpinning; and for such other work as may be required for construction of the project.
- B. Copies of working drawings as noted above, shall be submitted to the County where required by the Contract Documents or requested by the County and shall be submitted at least thirty (30) days (unless otherwise specified by the County) in advance of their being required for work.
- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the County, which review will be for general conformance and will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the County and Engineer shall not have responsibility therefor.

**1.07 SAMPLES**

- A. The Contractor shall furnish, for the review of the County, samples required by the Contract Documents or requested by the County. Samples shall be delivered to the County as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until reviewed by the County.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
  - 2. Full range of color, texture and pattern.
  - 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
  - 1. Name of product.
  - 2. Name of Contractor and Subcontractor.
  - 3. Material or equipment represented.
  - 4. Place of origin.
  - 5. Name of Producer and Brand (if any).
  - 6. Location in project.

(Samples of finished materials shall have additional markings that will identify them under the finished schedules.)

7. Reference specification paragraph.

D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the County. Review of a sample shall be only for the characteristics or use named in such and shall not be construed to change or modify any Contract requirements.

E. Reviewed samples not destroyed in testing shall be sent to the County or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. If requested at the time of submission, samples which failed testing or were rejected shall be returned to the Contractor at his expense.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01370 SCHEDULE OF VALUES**

**PART 1 GENERAL**

**1.01 REQUIREMENTS INCLUDED**

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

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

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

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01380 CONSTRUCTION PHOTOGRAPHS**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

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

#### **1.02 QUALIFICATIONS**

- A. All photography shall be done by a competent camera operator who is fully experienced and qualified with the specified equipment.
- B. For the video recording, the audio portion should be done by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarity and diction so as to be easily understood.

#### **1.03 PROJECT PHOTOGRAPHS**

- A. Provide one print of each photograph with each pay application.
- B. Provide one recordable compact disc with digital photographs with each pay application.
- C. Negatives:
  - 1. All negatives shall remain the property of photographer.
  - 2. The Contractor shall require that photographer maintain negatives or protected digital files for a period of two years from date of substantial completion of the project.
  - 3. Photographer shall agree to furnish additional prints to County at commercial rates applicable at time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as an expert witness.
- D. The Contractor shall pay all costs associated with the required photography and prints. Any parties requiring additional photography or prints shall pay the photographer directly.
- E. All project photographs shall be a single weight, color image. All finishes shall be smooth surface and glossy and all prints shall be 8 inches x 10 inches.
- F. Each print shall have clearly marked on the back, the name of the project, the orientation of view, the date and time of exposure, name and address of the photographer and the photographers numbered identification of exposure.

- G. All project photographs shall be taken from locations to adequately illustrate conditions prior to construction, or conditions of construction and state of progress. The Contractor shall consult with the County at each period of photography for instructions concerning views required.

**1.04 VIDEO RECORDINGS**

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

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

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

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

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

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

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

### **PART 2 PRODUCTS**

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

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

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

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

#### **2.03 TEMPORARY WATER**

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

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

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

### **PART 3 EXECUTION**

#### **3.01 GENERAL**

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

**3.02 REMOVAL**

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

**END OF SECTION**

## **SECTION 01570 TRAFFIC REGULATION**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

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

#### **1.02 TRAFFIC CONTROL**

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

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

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

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

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

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

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

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

#### **1.03 INFORMATIONAL SIGNS**

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

#### **1.04 QUALITY ASSURANCE**

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

#### **1.05 PUBLIC NOTIFICATION**

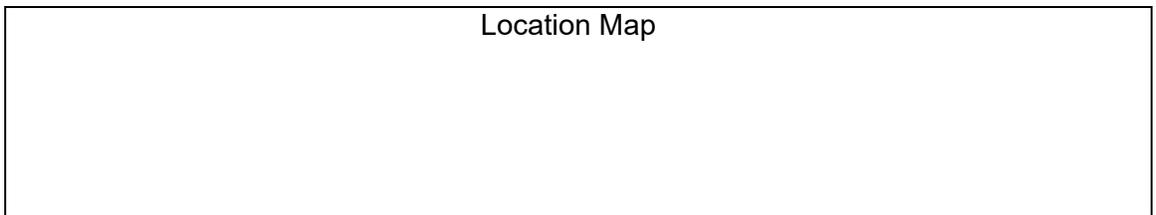
- A. Door Hangers: The Contractor shall generate and distribute door hangers to all residents who will be impacted by project construction.

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

EXAMPLE:

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

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



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

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

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

**PART 2 PRODUCTS**

**2.01 SIGN MATERIALS**

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

**PART 3 EXECUTION**

**3.01 PROJECT IDENTIFICATION SIGN**

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

**3.02 MAINTENANCE**

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

**3.03 REMOVAL**

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

**END OF SECTION**

## **SECTION 01600 MATERIAL AND EQUIPMENT**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

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

#### **1.02 MANUFACTURER'S INSTRUCTIONS**

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

#### **1.03 TRANSPORTATION AND HANDLING**

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

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

Contractor's Options:

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

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01620 STORAGE AND PROTECTION**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

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

#### **1.02 STORAGE**

- A. Store products immediately on delivery and protect until installed in the Work, in accord with manufacturer's instructions, with seals and labels intact and legible.
- B. Exterior Storage
  - 1. Provide substantial platform, blocking or skids to support fabricated products above ground to prevent soiling or staining.
    - a. Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
    - b. Prevent mixing of refuse or chemically injurious materials or liquids.
- A. Arrange storage in manner to provide easy access for inspection.

#### **1.03 MAINTENANCE OF STORAGE**

- A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:
  - 1. State of storage facilities is adequate to provide required conditions.
  - 2. Required environmental conditions are maintained on continuing basis.
  - 3. Surfaces of products exposed to elements are not adversely affected. Any weathering of products, coatings and finishes is not acceptable under requirements of these Contract Documents.
- B. Mechanical and electrical equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.
  - 1. Equipment shall not be shipped until approved by the County. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the County.
  - 2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the County until such time as the equipment is to be installed.
  - 3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
  - 4. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.

5. Lubricants shall be changed upon completion of installation and as frequently as required, thereafter during the period between installation and acceptance.
6. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guaranty the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

**1.04 PROTECTION AFTER INSTALLATION**

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

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01700 CONTRACT CLOSEOUT**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

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

#### **1.02 SUBSTANTIAL COMPLETION**

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

#### **1.03 FINAL INSPECTION**

- A. When the Contractor considered the work to be complete, he shall submit written certification stating that:
  - 1. The Contract Documents have been reviewed.
  - 2. The work has been inspected for compliance with Contract Documents.
  - 3. The work has been completed in accordance with Contract Documents.
  - 4. The equipment and systems have been tested in the presence of the County's representative and are operational.

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

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

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

**1.05 FINAL ADJUSTMENT OF ACCOUNTS**

- A. Submit a final statement of accounting to the County.
- B. Statement shall reflect all adjustments to the Contract Sum:
  1. The original Contract Sum.
  2. Additions and deductions resulting from:
    - a. Previous Change Orders
    - b. Unit Prices
    - c. Penalties and Bonuses
    - d. Deductions for Liquidated Damages
    - e. Other Adjustments

3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Sum remaining due.

- C. Project Management shall prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

**1.06 FINAL APPLICATION FOR PAYMENT**

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

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 01710    CLEANING**

### **PART 1        GENERAL**

#### **1.01        REQUIREMENTS INCLUDED**

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

#### **1.02        DISPOSAL REQUIREMENTS**

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

### **PART 2        PRODUCTS**

#### **2.01        MATERIALS**

- A.    Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B.    Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C.    Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

### **PART 3        EXECUTION**

#### **3.01        DURING CONSTRUCTION**

- A.    Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulation of waste materials, rubbish and wind-blown debris, resulting from construction operations.
- B.    Provide on-site containers for the collection of waste materials, debris and rubbish.
- C.    Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

#### **3.02        DUST CONTROL**

- A.    Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- B.    Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

#### **3.03        FINAL CLEANING**

- A.    Employ skilled workmen for final cleaning.
- B.    Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

- C. Prior to final completion or County occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire work is clean.

**END OF SECTION**

## **SECTION 01720 PROJECT RECORD DOCUMENTS**

### **PART 1 STANDARDS**

#### **1.01 MINIMUM RECORD DRAWING STANDARDS FOR ALL RECORD DRAWINGS SUBMITTED TO MANATEE COUNTY**

- A. Record drawings shall be submitted to at least the level of detail in the contract documents. It is anticipated that the original contract documents shall serve as at least a background for all record information. Original drawings in CAD format may be requested of the County.
- B. Drawings shall meet the criteria of paragraph 2.04 D above and as mentioned in Section 1.14 Record Drawings in the Manatee County Public Works Standards, Part I Utilities Standards Manual approved June 2015.

### **PART 2 STANDARDS**

#### **2.01 REQUIREMENTS INCLUDED**

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

#### **2.02 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the County.

#### **2.03 MARKING DEVICES**

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

#### **2.04 RECORDING DRAWINGS PREPARATION**

- A. Record information concurrently with construction progress.
- B. Do not conceal any work until required information is recorded.
- C. Drawings; Legibly mark to record actual construction:
  - 1. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc. Locations of drainage ditches, swales, water lines and force mains shall be shown every 200 feet (measured along the centerline) or alternate lot lines, whichever is closer. Dimensions at these locations shall indicate distance from centerline of right-of-way to the facility.
  - 2. Field changes of dimension and detail.
  - 3. Changes made by Field Order or by Change Order.
  - 4. Details not on original contract drawings.
  - 5. Equipment and piping relocations.
  - 6. Locations of all valves, fire hydrants, manholes, water and sewer services, water and force main fittings, underdrain cleanouts, catch basins, junction boxes and any other structures located in the right-of-way or easement, shall be located by elevation and by station and offset based on intersection P.I.'s and centerline of right-of-way. For facilities located on private roads, the dimensioning shall be from centerline of paving or another readily visible baseline.
  - 7. Elevations shall be provided for all manhole rim and inverts; junction box rim and inverts; catch basin rim and inverts; and baffle, weir and invert elevations in control structures. Elevations shall also be provided at the PVI's and at every other lot line or 200 feet, whichever is less, of drainage swales and ditches. Bench marks and elevation datum shall be indicated.
  - 8. Slopes for pipes and ditches shall be recalculated, based on actual field measured distances, elevations, pipe sizes, and type shown. Cross section of drainage ditches and swales shall be verified.
  - 9. Centerline of roads shall be tied to right-of-way lines. Elevation of roadway centerline shall be given at PVI's and at all intersections.
  - 10. Record drawings shall show bearings and distances for all right-of-way and easement lines, and property corners.
  - 11. Sidewalks, fences and walls, if installed at the time of initial record drawing submittal, shall be located every 200 feet or alternate lot lines, whichever is closer. Dimensions shall include distance from the right-of-way line and the back of curb and lot line or easement line.
  - 12. Sanitary sewer mainline wyes shall be located from the downstream manhole. These dimensions shall be provided by on-site inspections or televising of the sewer following installation.
  - 13. Elevations shall be provided on the top of operating nuts for all water and force main valves.
  - 14. Allowable tolerance shall be  $\pm 6.0$  inches for horizontal dimensions. Vertical dimensions such as the difference in elevations between manhole inverts shall have an allowable tolerance of  $\pm 1/8$  inch per 50 feet (or part thereof) of horizontal distance up to a maximum tolerance of  $\pm 2$  inch.
  - 15. Properly prepared record drawings on mylar, together with two copies, shall be certified by a design professional (Engineer and/or Surveyor registered in the State of Florida), employed by the Contractor, and submitted to the County.

- D. Specifications and Addenda; Legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
  - 2. Changes made by field order or by change order.
- E. Shop Drawings (after final review and approval):
  - 1. Five sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

**2.05 SUBMITTAL**

- A. Prior to substantial completion and prior to starting the bacteria testing of water lines, deliver signed and sealed Record Documents and Record Drawings to the County. These will be reviewed and verified by the inspector. If there are any required changes or additions, these shall be completed and the entire signed and sealed set resubmitted prior to final pay application.
- B. The Contractor shall employ a Professional Engineer or Surveyor registered in the State of Florida to verify survey data and properly prepare record drawings. Record drawings shall be certified by the professional(s) (Engineer or Surveyor licensed in Florida), as stipulated by the Land Development Ordinance and submitted on signed and sealed paper drawings, signed and dated mylar drawings together with an AutoCAD version on a recordable compact disk (CD).
- C. The CD shall contain media in AutoCad Version 2004 or later, or in any other CAD program compatible with AutoCad in DWG or DXF form. All fonts, line types, shape files, external references, or other pertinent information used in the drawing and not normally included in AutoCad shall be included on the media with a text file or attached noted as to its relevance and use.
- D. Accompany submittal with transmittal letter, containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. Title and number of each Record Document.
  - 5. Signature of Contractor or his authorized representative.

Note: The data required to properly prepare these record drawings shall be obtained at the site, at no cost to the County by the responsible design professional or his/her duly appointed representative. The appointed representative shall be a qualified employee of the responsible design professional or a qualified inspector retained by the responsible design professional on a project-by-project basis.

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## DIVISION 2 SITE WORK

### **SECTION 02064 MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT**

#### **PART 1 GENERAL**

##### **1.01 SCOPE OF WORK**

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

#### **PART 2 PRODUCTS**

- A. Epoxy mortar shall be fiberglass fiber mixed with an epoxy filler.
- B. Non-shrink grout shall be a sand-cement, non-metallic formulation, having a 28-day strength of 4,000 psi and 0.0 percent shrinkage per ASTM C1090.
- C. Liners to be installed in existing manholes and wetwells shall be spray-applied, monolithic, reinforced urethane resin. Urethane resin-based manhole liner material shall be resistant to hydrogen sulfide gas, and other common contents found in a sanitary sewer environment.
- D. Approved manhole and wet well liner products are Raven 405, SprayWall, Green Monster, or SpectraShield.

#### **PART 3 EXECUTION**

##### **3.01 GENERAL**

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

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

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

- N. Care shall be taken not to damage any part of existing buildings or foundations or outside structures.
- O. Prior to entering confined spaces in sanitary sewer structures, conduct an evaluation of the atmosphere within, in accordance with local, state, and federal regulations. Provide ventilation equipment and other equipment as required to assure safe working conditions.

### **3.02 CONNECTING TO EXISTING PIPING AND EQUIPMENT**

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

### **3.03 REMOVAL AND ABANDONMENT OF ASBESTOS CEMENT PIPE AND APPURTENANCES**

- A. All work associated with the removal or abandonment of existing asbestos cement pipe and appurtenances shall be performed by a licensed asbestos removal Contractor registered in the State of Florida.
- B. The asbestos Contractor shall contact the appropriate regulatory agencies prior to removal or abandonment of any asbestos material and shall obtain all required permits and licenses and issue all required notices. The cost for all fees associated with permits, licenses and notices to the governing regulatory agencies shall be borne by the asbestos Contractor.
- C. All work associated with removal or abandonment of asbestos cement pipe and appurtenances shall be performed in accordance with the standards listed below and all other applicable local, State, or Federal standards.
  - (1) Florida Administrative Code, Chapter 62-257, ASBESTOS PROGRAM
  - (2) Title 40 CFR, Part 61, Subpart M, NATIONAL EMISSION STANDARD FOR ASBESTOS
  - (3) Occupational Safety and Health Act, Title 29 CFR
  - (4) Title 40 CFR, Part 763, ASBESTOS
  - (5) Florida Statute Title XXXII, Chapter 469, ASBESTOS ABATEMENT
- D. All asbestos cement pipe sections indicated on the construction drawings to be removed, and all related tees, valves, fittings and appurtenances shall be removed in their entirety and disposed of by the asbestos Contractor in accordance with this Section. Asbestos cement nipples between tees and valves shall be replaced. After removal of the pipelines, all excavations shall be backfilled in accordance with the applicable provisions of the Trenching and Excavation Section of these Standards. The cost of disposing of the removed materials shall be borne by the asbestos Contractor.
- E. The cutting of existing asbestos-cement (A/C, a.k.a. "Transite") pipe shall be by hand tools only. No powered machine cutting is allowed. Removal of all fragments of pipe shall be double bagged prior to shipment. Longer sections of pipe removed may be shipped without double bagging. An asbestos manifest form must accompany each shipment of such pipe or pipe material waste to the Manatee County Lena Road Landfill. Prior to each shipment, a minimum of 24 hours notice to the Landfill field office (telephone (941) 748-5543) is required.

### **3.04 IN-PLACE GROUTING OF EXISTING PIPE**

- A. Where water and wastewater utility pipes are to be abandoned in place, they shall be filled with a nonshrinking sand-cement grout. When such pipes are made of asbestos-cement materials, the abandonment activities shall be performed by a licensed asbestos Contractor. It is completely the Contractor's responsibility to obtain all regulatory clearances and provide documentation in cases where they have determined that an asbestos-cement pipe abandonment activity by in-place grouting does not require a licensed asbestos Contractor.
- B. The ends of the pipe sections to be grout-filled shall be capped or plugged with suitable pipe fittings. The grout material shall be of suitable properties and the pumping pressure shall be such that the pipe sections are filled completely with grout. All above ground features shall be removed: hydrants, meters, valve & meter boxes, pads, vaults, etc. Existing tees, crosses, and valves left in service shall be plugged and restrained.
- C. The County shall be given timely notice so that the County's representative may be present to monitor all pipe grouting operations. Provide standpipes and/or additional means of visual inspection as required to determine if adequate grout material has filled the entire pipe sections.
- D. All tees, crosses, and valves left in service shall be plugged and restrained.

### **3.05 SPRAY-APPLIED LINERS**

- A. Use a high-pressure water spray to remove all foreign material from the walls and bench of the structure. Loose or protruding masonry materials shall be removed using a hammer and chisel. Fill any voids, holes or cracks using a hand trowel with epoxy mortar to form a uniform surface. Place covers over all pipe openings to prevent extraneous material from entering the pipes. Block or divert sewer flow from entering the structure. Any infiltration leaks shall be stopped by using such methods as approved by the County.
- B. The liner material shall be sprayed onto the invert, bench and wall areas. The sprayed-on material shall be applied such that the entire structure is lined with a structurally enhanced monolithic liner. The thickness of the wall liner material shall be such that it will withstand the hydraulic load generated by the surrounding groundwater table, using a factor of safety of two, and using the assumption that the groundwater table is at the level of the top of the structure. The invert and bench liner material shall be the same thickness as that required for the base of the wall.
- C. Special care shall be used to provide a smooth transition between the intersecting pipelines and the manhole inverts such that flow is not impaired. Remove concrete material from the existing manhole base channel in depth to the required thickness of the new liner material.
- D. No active sewer flow shall be allowed in the newly lined structure, nor shall any vacuum tests be performed, until the liner material has had adequate time to cure, as recommended by the liner material manufacturer.
- E. Install the coating systems per manufacturer's recommendation and completely protect the structure from corrosion. The liner or coating systems must extend and seal onto manhole ring, onto and around pipe openings and any other protrusions, and completely cover the bench and flow invert. Provide a five (5)-year unlimited warranty on all workmanship and

products. The work includes the surface preparation and application of the coating or liner system, and shall protect the structure for at least five (5) years from all leaks and from failure due to corrosion from exposure to corrosive gases such as hydrogen sulfide.

### **3.06 CONNECTION TO EXSTING MANHOLE**

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

**END OF SECTION**

## **SECTION 02221 TRENCHING, BEDDING AND BACKFILL FOR PIPE**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to perform all dewatering, excavation, backfill, fill, grading, trench protection or other related work required to complete the piping work shown on the Drawings and specified herein. The work shall include, but not be limited to: vaults; duct conduit; pipe; roadways and paving; backfilling; required fill or borrow operations; grading; disposal of surplus and unsuitable materials; and all related work such as sheeting, bracing and dewatering.
- B. Prior to commencing work, the Contractor shall examine the site and review test borings if available, or undertake his own subsurface investigations and take into consideration all conditions that may affect his work.
- C. The Contractor is responsible for the protection of every tree which is scheduled to remain in the project area. This includes trees which may or may not be shown on the plans. Every tree shall be adequately protected in place at no additional cost to the County. This includes, but is not limited to protecting the root systems and adjusting grades as necessary for tree/root protection.

#### **1.02 PROTECTION**

- A. Sheeting and Bracing in Excavations:
  - 1. In connection with construction of underground structures, the Contractor shall properly construct and maintain cofferdams. These shall consist of: sheeting and bracing as required to support the sides of excavations, to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction and to protect adjacent structures, existing yard pipe and/or foundation material from disturbance, undermining, or other damage. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed.
  - 2. Trench sheeting for pipes: no sheeting is to be withdrawn if driven below, mid-diameter of any pipe and no wood sheeting shall be cut off at a level lower than one foot above the top of any pipe unless otherwise directed by the County. During the progress of the work, the County may direct the Contractor in writing to leave additional wood sheeting in place. If steel sheeting is used for trench sheeting, removal shall be as specified above, unless written approval is given for an alternate method of removal.
  - 3. All sheeting and bracing not left in place shall be carefully removed in such a manner as not to endanger the construction or other structures, utilities, existing piping, or property. Unless otherwise approved or indicated on the Drawings or in the Specification, all sheeting and bracing shall be removed after completion of the piping or structure, care being taken not to disturb or otherwise injure the pipeline or finished masonry. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools specifically made for that purpose, by watering, or as may otherwise be directed.

4. The Contractor shall construct, to the extent he deems it desirable for his method of operation, the cofferdams and sheeting outside the neat lines of the pipeline trench or foundation unless otherwise indicated on the Drawings or directed by the County. Sheeting shall be plumb and securely braced and tied in position. Sheeting, bracing and cofferdams shall be adequate to withstand all pressures to which the pipeline or structure will be subjected. Pumping, bracing and other work within the cofferdam shall be done in a manner to avoid disturbing any construction of the pipeline or the enclosed masonry. Any movement or bulging which may occur shall be corrected by the Contractor at his own expense so as to provide the necessary clearances and dimensions.
5. Drawings of the cofferdams and design computations shall be submitted to the County and approved prior to any construction. However, approval of these drawings shall not relieve the Contractor of the responsibility for the cofferdams. The drawings and computations shall be prepared and stamped by a Registered Professional Engineer in the State of Florida and shall be in sufficient detail to disclose the method of operation for each of the various stages of construction, if required, for the completion of the pipeline and substructures.

B. Dewatering, Drainage and Flotation

1. The Contractor shall construct and place all pipelines, concrete work, structural fill, bedding rock and limerock base course, in-the-dry. In addition, the Contractor shall make the final 24" of excavation for this work in-the-dry and not until the water level is a minimum of 18 below proposed bottom of excavation.
2. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavation and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations. At all times during the construction operations, the groundwater levels shall be maintained at an elevation 18 inches below the lowest level where structures are being installed.
3. Dewatering shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
4. Wellpoints may be required for dewatering the soil prior to final excavation for deeper in-ground structures or piping and for maintaining the lowered groundwater level until construction has been completed to avoid the structure, pipeline, or fill from becoming floated or otherwise damaged. Wellpoints shall be surrounded by suitable filter sand and no fines shall be removed by pumping. Pumping from wellpoints shall be continuous and standby pumps shall be provided.
5. The Contractor shall furnish all materials and equipment to perform all work required to install and maintain the proposed drainage systems for handling groundwater and surface water encountered during construction of structures, pipelines and compacted fills.

6. Where required, the Contractor shall provide a minimum of two operating groundwater observation wells at each structure to determine the water level during construction of the pipeline or structure. Locations of the observation wells shall be at structures and along pipelines as approved by the County prior to their installation. The observation wells shall be extended to 6 inches above finished grade, capped with screw-on caps protected by 24" x 24" wide concrete base and left in place at the completion of this Project.
7. Prior to excavation, the Contractor shall submit his proposed method of dewatering and maintaining dry conditions to the County for approval. Such approval shall not relieve the Contractor of the responsibility for the satisfactory performance of the system. The Contractor shall be responsible for correcting any disturbance of natural bearing soils for damage to pipeline or structures caused by an inadequate dewatering system or by interruption of the continuous operation of the system as specified.
8. As part of his request for approval of a dewatering system, the Contractor shall demonstrate the adequacy of the proposed system and wellpoint filter sand by means of a test installation. Discharge water shall be clear, with no visible soil particles in a one quart sample. Discharge water shall not flow directly into wetlands or Waters of the State as defined by FDEP and SWFWMD.
9. During backfilling and construction, water levels shall be measured in observation wells located as directed by the County.
10. Continuous pumping will be required as long as water levels are required to be below natural levels.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

#### **A. General**

1. Materials for use as fill and backfill shall be described below and shall be from an FDOT certified pit. For each material, the Contractor shall notify the County of the source of the material and shall furnish the County, for approval, a representative sample weighing approximately 50 pounds, at least ten calendar days prior to the date of anticipated use of such material.
2. Additional materials shall be furnished as required from off-site sources and hauled to the site.

#### **B. Bedding - shall conform to FDOT Standard Specifications for Road and Bridge Construction, Section 901 Coarse Aggregate, and shall be either coarse aggregate of Size No. 57 or coarse sand of Size No. 9. Washed shell size No.57 may be used as an alternate bedding material.**

#### **C. Structural Fill**

1. Structural fill in trenches shall be used below spread footing foundations, slab-on-grade floors and other structures as backfill within three feet of the below grade portions of structures.
  2. Shall be either soil classification A-1, A-2 or A-3, per AASHTO M-145, and shall be free of organic matter, lumps of clay or marl, muck, compressible materials, and rock exceeding 2.5 inches in diameter. Broken concrete, masonry, rubble or other similar materials shall not be used as backfill. Minimum acceptable density shall be 98 percent of the maximum density as determined by AASHTO T-180.
- D. Selected Common Fill - shall have the same material classification and requirements as Structural Fill, as described above.
- E. Common Fill
1. Shall be either soil classification A-1, A-2, A-3, A-4, A-5 or A-6, per AASHTO M-145, and shall be free of organic matter, lumps of clay or marl, muck, compressible materials and rock exceeding 2.5 inches in diameter. Broken concrete, masonry, rubble or other similar materials shall not be used as backfill.
  2. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpiles for reuse. All material which, in the opinion of the County, is not suitable for reuse shall be spoiled as specified herein for disposal of unsuitable materials by the Contractor.
- E. Unsuitable Material - soil classification A-7 and A-8, per AASHTO M-145, shall not be used as backfill material.

**PART 3 EXECUTION**

**3.01 EXCAVATION**

- A. Excavate trenches and pits for structures to the elevations indicated on the construction drawings. Take special care to avoid over-excavating or disturbing the bottom of the trench or pit, so that the soil at the bottom of the hole remains in a naturally compacted condition. Excavate to widths sufficient to provide adequate working room to install the required structures. Do not excavate the final layer of soil to the designed grade until just before placing the bedding, foundation, pipe, structure, or masonry work required. Remove boulders, rocks, logs or any unforeseen obstacles encountered.
- B. In case the foundation soil found at the bottom of the trench or pit is soft, plastic or mucky, or does not conform to the soils classification specified as suitable foundation material, over-excavation to a greater depth will be required. Soils not meeting the classification required for foundation material shall be removed to a depth at least four inches below the bottom of the pipe, bedding or structure bottom elevation. Rock, boulders or other hard or lumpy material shall be removed to a depth 12 inches below the bottom of the pipe, bedding or structure bottom elevation. Remove muck, clay or other soft material to a depth as needed to establish a firm foundation.
- C. Where possible, the sides of trenches should be vertical up to at least the spring line of the installed pipe.

- D. Trench excavation shall be performed in accordance with Florida Statute Title XXXIII, Chapter 553, Part III, Trench Safety Act.

### **3.02 BACKFILLING**

- A. Backfill materials shall be placed on solid, firm, naturally compacted or compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180, dry or dewatered in place soil foundations.
- B. Where over-excavation is required due to nonconforming soil classification or rocky, unstable, or otherwise undesirable soil conditions, place Structural Fill or Selected Common Fill in the over-excavated zone up to the base of the bedding material layer. Compact the over-excavated zone to 98 percent of the maximum dry density of the material as determined by AASHTO T-180.
- C. When backfilling in an over-excavated zone where moist or watery conditions exist, backfill shall be coarse No. 9 sand or a mixture of No. 57 coarse aggregate with either No. 9 coarse sand, A-1, or A-3 material.
- D. After compaction, backfill material in the over-excavation zone shall form a solid and firm foundation on which to build up successive layers of backfill and structures.
- E. Bedding materials shall be placed on solid, firm soil foundations and shall be compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180.
- F. Concrete and masonry structures shall be backfilled using Structural Fill. Backfilling and compaction shall be underneath the structure and carried up evenly on all walls of an individual structure simultaneously. The maximum allowable difference in backfill elevations shall be two feet. No backfilling shall be allowed against concrete or masonry walls until the walls and their supporting slabs have been in place at least seven days or until the specified 28-day strength has been attained. Compaction of Structural Fill underneath the base and along the walls shall be 98 percent of the maximum dry density of the material as determined by AASHTO T-180. The Structural Fill shall be either dried or shall have water added so that the moisture content of the material is within a range that will allow the required density to be achieved.
- G. Trenching backfill for pipe installation shall be Selected Common Fill for the pipe bedding zone. The pipe bedding envelope shall begin at the level four inches, six inches, or nine inches, depending on pipe diameter, below the bottom of the pipe, and shall extend vertically up to a level 12 inches above the top of the pipe. Where the in-place soil material within the four inch, six inch, or nine inch pipe bedding zone beneath the bottom of the pipe meets the soil classification for Selected Common Fill, undercutting of the trench below the bottom of the pipe will not be required. In this case, loosen the soil in the bottom of the trench immediately below the middle third of the pipe diameter, and place the pipe upon it. Where the in-place soil material within the pipe bedding zone does not meet the soil classification for Selected Common Fill, undercutting shall be required, and the bedding zone shall be backfilled with Selected Common Fill. In this case, place the pipe bedding material and leave it in a moderately firm uncompacted condition under the middle third of the pipe diameter, and compact the outer portions of the trench bottom to 98 percent of the maximum dry density. Soils that were over-excavated due to rocky, soft or otherwise unsuitable soil foundation conditions shall also be replaced with Selected Common Fill. Compaction of Selected Common Fill shall be 98 percent of the maximum dry density as

determined by AASHTO T-180. Such backfill material shall have an optimized moisture content that will allow the required density to be achieved.

- H. Pipe sections for gravity flow systems shall be laid with spigots downstream and bells upstream. Excavate for pipe bells before laying pipe. Lay pipe true to the lines and grades indicated on the construction plans. Place backfill material on both sides of the pipe and compact to 98 percent of the maximum dry density of the material as determined by AASHTO T-180. Take special care to effectively fill and compact the material in the haunch areas under the sides of the pipe.
- I. For pipes that are not installed under roadways or driveways, trenching backfill for pipe installation shall be Common Fill above the pipe envelope zone, and shall be compacted to 95 percent of the maximum dry density of the material as determined by AASHTO T-180, and shall have moisture content optimized to allow the required density. For pipes that are installed under roadways or driveways, trenching backfill for pipe installation shall be Selected Common Fill above the pipe envelope zone, and shall be compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180, and shall have moisture content optimized to allow the required density. Selected Common Backfill shall be placed in layers not to exceed 6 inches. Common Backfill shall be placed in layers not to exceed 12 inches.
- J. Backfill compaction tests shall be performed every 500 feet in pipe line trenches and for every utility structure. Test reports shall be presented to the County Inspector.

### **3.03 GRADING AND CLEAN UP**

- A. Surplus and unsuitable soil materials not used on-site shall be removed and disposed of off-site in a manner that is consistent with state and local regulations. In no case shall surplus or unsuitable material be deposited on-site or on adjacent lands.
- B. The surface of backfilled areas shall be graded smooth and true to the lines and grades indicated on the construction plans. No soft spots or uncompacted areas shall be allowed in the work.
- C. Upon completion of the work, leave the work areas and all adjacent areas in a neat and presentable condition, clear of all temporary structures, rubbish and surplus materials. Pile any salvageable materials that have been removed in neat piles for pickup by County crews, unless otherwise directed.

**END OF SECTION**

## **SECTION 02260 FINISH GRADING**

### **PART 1 GENERAL**

#### **1.01 WORK INCLUDED**

- A. The Contractor shall finish grade sub-soil.
- B. The Contractor shall cut out areas to receive stabilizing base course materials for paving and sidewalks.
- C. The Contractor shall place, finish grade and compact top soil.

#### **1.02 PROTECTION**

The Contractor shall prevent damage to existing fencing, trees, landscaping, natural features, bench marks, pavement and utility lines. Damage shall be corrected at no cost to the County.

### **PART 2 PRODUCTS**

- A. Topsoil: Shall be friable loam free from subsoil, roots, grass, excessive amount of weeds or other organics, stones, and foreign matter; acidity range (pH) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter. The Contractor may use topsoil stockpiles on site if they conform to these requirements.

### **PART 3 EXECUTION**

#### **3.01 SUB-SOIL PREPARATION**

- A. The Contractor shall rough grade sub-soil systematically to allow for a maximum amount of natural settlement and compaction. Uneven areas and low spots shall be eliminated. Debris, roots, branches or other organics, stones, and sub-soil shall be removed by the Contractor and disposed of in a manner consistent with the latest Manatee County Standards as well as any affected regulatory agency. Should contaminated soil be found, the Contractor shall notify the County.
- B. The Contractor shall cut out areas to sub-grade elevation to stabilize base material for paving and sidewalks and shall be compacted to 98 percent of the maximum dry density of the material as determined by AASHTO T-180, and shall have moisture content optimized to allow the required density..
- C. The Contractor shall bring sub-soil to required profiles and contour grades gradually; and blend slopes into level areas.
- D. The Contractor shall slope the structure grade a minimum of two (2) inches in ten (10) feet unless indicated otherwise on the Drawings.
- E. The Contractor shall cultivate sub-grade to a depth of 3 inches where the topsoil is to be placed. He shall repeat cultivation in areas where equipment use has compacted sub-soil.
- F. The Contractor shall not make grade changes which causes water to flow onto adjacent

lands.

**3.02 PLACING TOPSOIL**

- A. The Contractor shall place topsoil in areas where hydroseeding, sodding and planting is to be performed. He shall place from the following minimum depths, up to finished grade elevations:
  - 1. 6 inches for seeded areas
  - 2. 4-1/2 inches for sodded areas
  - 3. 24 inches for shrub beds
  - 4. 18 inches for flower beds
- B. The Contractor shall use topsoil in a dry state as determined by the County. He shall place the material during dry weather.
- C. The Contractor shall use fine grade topsoil eliminating rough and low areas to ensure positive drainage. He shall maintain levels, profiles and contours of the sub-grades.
- D. The Contractor shall remove stone, roots, grass, weeds, debris, and other organics or foreign material while spreading the material.
- E. The Contractor shall manually spread topsoil around trees, plants and structures to prevent damage which may be caused by grading equipment.
- F. The Contractor shall lightly compact and place the topsoil.

**3.03 SURPLUS MATERIAL**

- A. The Contractor shall remove surplus sub-soil and topsoil from site at his expense.
- B. The Contractor shall leave stockpile areas and entire job site clean and raked, ready for landscaping operations.

**END OF SECTION**

## **SECTION 02276    TEMPORARY EROSION AND SEDIMENTATION CONTROL**

### **PART 1        GENERAL**

#### **1.01        DESCRIPTION**

- A.    The work specified in this Section consists of the design, provision, maintenance and removal of temporary erosion and sedimentation controls as necessary.
- B.    Temporary erosion controls include, but are not limited to: grassing, mulching, netting, watering, and the reseeding of on-site surfaces and spoil and borrow area surfaces, interceptor ditches at ends of berms and other such work at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the County.
- C.    Temporary sedimentation controls include, but are not limited to: silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which shall ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the County.
- D.    The Contractor is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

#### **1.02        REFERENCE DOCUMENTS**

- A.    Florida Building Code.
- B.    FDEP/COE Dredge and Fill Regulations and/or Permit as applicable.
- C.    SWFWMD Permit Regulations and/or Permit as applicable.
- D.    Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual.

### **PART 2        PRODUCTS**

#### **2.01        EROSION CONTROL**

- A.    Netting - fabricated of material acceptable to the County.
- B.    Seed and sod.

#### **2.02        SEDIMENTATION CONTROL**

- A.    Bales - clean, seed free cereal hay type.
- B.    Netting - fabricated of material acceptable to the County.
- C.    Filter stone - crushed stone conforming to Florida Dept of Transportation specifications.
- D.    Concrete block - hollow, non-load-bearing type.
- E.    Concrete - exterior grade not less than one inch thick.

**PART 3 EXECUTION**

**3.01 EROSION CONTROL**

A. Minimum procedures for grassing shall be:

1. Scarify slopes to a depth of not less than six inches and remove large clods, rock, stumps, roots larger than 1/2 inch in diameter and debris.
2. Sow seed within twenty-four (24) hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.
3. Apply mulch loosely and to a thickness of between 3/4-inch and 1-1/2 inches.
4. Apply netting over mulched areas on sloped surfaces.
5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

**3.02 SEDIMENTATION CONTROL**

A. The Contractor shall install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Deteriorated hay bales and dislodged filter stone shall be replaced by the Contractor at his expense.

**3.03 PERFORMANCE**

A. The Contractor, at his own expense, shall immediately take whatever steps are necessary to correct any deficiencies of the temporary erosion and sediment control measures employed if they fail to produce results or do not comply with the requirements of the State of Florida or any other federal, governmental or regulatory agency.

**END OF SECTION**

## **SECTION 02485 SEEDING AND SODDING**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all labor, materials and equipment necessary to satisfactorily return all construction areas to their original conditions or better.
- B. Work shall include furnishing and placing seed or sod, fertilizing, planting, watering and maintenance until acceptance by County.

#### **1.02 RELATED WORK NOT INCLUDED**

Excavation, filling and grading required to establish elevation shown on the Drawings are included under other sections of these Specifications.

#### **1.03 QUALITY ASSURANCE**

- A. It is the intent of this Specification that the Contractor is obliged to deliver a satisfactory stand of grass as specified. If necessary, the Contractor shall repeat any or all of the work, including grading, fertilizing, watering and seeding or sodding at no additional cost to the County until a satisfactory stand is obtained. For purposes of grassing, a satisfactory stand of grass is herein defined as a full lawn cover over areas to be sodded or seeded, with grass free of weeds, alive and growing, leaving no bare spots larger than 3/4 square yard within a radius of 8 feet.
- B. All previously grassed areas where pipelines are laid shall be sodded. All sodding and grassing shall be installed in accordance with these Specifications or as directed by the County.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS**

- A. Fertilizer: The fertilizer shall be of the slow-release type meeting the following minimum requirements: 12 percent nitrogen, 8 percent phosphorus, 8 percent potassium; 40 percent other available materials derived from organic sources. At least 50 percent of the phosphoric acid shall be from normal super phosphate or an equivalent source which will provide a minimum of two units of sulfur. The amount of sulfur shall be indicated on the quantitative analysis card attached to each bag or other container. Fertilizer shall be uniform in composition, dry and free flowing delivered to sites in original unopened containers bearing manufacturer's statement or guarantee.
- B. Seeding/Grassing: The Contractor shall grass all unpaved areas disturbed during construction which do not require sod. All grassing shall be completed in conformance with FDOT Specifications, Sections 570 and 981. The grassed areas shall be mulched and fertilized in accordance with FDOT Specifications, except that no additional payment will be made for mulching, fertilizing and/or watering.
- C. Sodding: Sod shall be provided as required on the construction drawings or at locations as directed by the County in accordance with Florida Department of Transportation,

Specifications Section 575 and 981. The Contractor shall furnish bahia grass sod or match existing sod. Placement and watering requirements shall be in accordance with FDOT Specifications Section 575, except that no additional payment will be made for placement and/or watering. This cost shall be included in the Contract price bid for sodding.

- D. Topsoil: Topsoil stockpiled during excavation may be used as necessary. If additional topsoil is required to replace topsoil removed during construction, it shall be obtained off site at no additional cost to the County. Topsoil shall be fertile, natural surface soil, capable of producing all trees, plants and grassing specified herein.
- E. Water: It is the Contractor's responsibility to supply all water to the site, as required during seeding and sodding operations and through the maintenance period and until the work is accepted. The Contractor shall make whatever arrangements that may be necessary to ensure an adequate supply of water to meet the needs for his work. He shall also furnish all necessary hose, equipment, attachments and accessories for the adequate irrigation of lawns and planted areas as may be required. Water shall be suitable for irrigation and free from ingredients harmful to plant life.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. When the trench backfill has stabilized sufficiently, the Contractor shall commence work on lawns and grassed areas, including fine grading as necessary and as directed by the County.
- B. Finish Grading: Areas to be seeded or sodded shall be finish graded, raked, and debris removed. Soft spots and uneven grades shall be eliminated. The County shall approve the finish grade of all areas to be seeded or sodded prior to seed or sod application.
- C. Protection: Seeded and sodded areas shall be protected against traffic or other use by placing warning signs or erecting barricades as necessary. Any areas damaged prior to acceptance by the County shall be repaired by the Contractor as directed by the County.

#### **3.02 CLEANUP**

Soil or similar materials spilled onto paved areas shall be removed promptly, keeping those areas as clean as possible at all times. Upon completion of seeding and sodding operations, all excess soil, stones and debris remaining shall be removed from the construction areas.

#### **3.03 LANDSCAPE MAINTENANCE**

- A. Any existing landscape items damaged or altered during construction by the Contractor shall be restored or replaced as directed by the County.
- B. Maintain landscape work for a period of 90 days immediately following complete installation of work or until County accepts project. Watering, weeding, cultivating, restoration of grade, mowing and trimming, protection from insects and diseases, fertilizing and similar operations as needed to ensure normal growth and good health for live plant material shall be included at no additional cost to the County.

**3.04****REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR'S OPERATORS**

Lawn areas planted under this Contract and all lawn areas damaged by the Contractor's operation shall be repaired at once by proper soil preparation, fertilizing and sodding, in accordance with these Specifications.

**END OF SECTION**

## SECTION 99999 – SUPPLEMENTAL SPECIFICATIONS

The following document contains supplemental specifications for the 2016 Phase III GCCS Expansion at Lena Road Landfill. This document is prepared for Manatee County on behalf of SCS Engineers.

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**SECTION 01005 – GENERAL REQUIREMENTS**

Remove from **Part 1.03 D** – Installation of Equipment

## **SECTION 01010 – SUMMARY OF WORK**

**Remove** from **Part 1.05** – County Occupancy and **Part 1.06** – Partial County Occupancy.

**Add:**

### **1.07 CONTRACTOR USE OF PREMISES**

- A. Limit use of premises for work, storage, and access to allow work by other contractors, owner occupancy, and normal landfill operations.
- B. Work Days: Allowable work times shall be Monday through Saturday from 7:00 a.m. to 5:00 p.m., except some Legal holidays. Lena Road Landfill accepts waste from 8:00 a.m. to 5:00 p.m. Monday through Saturday. CONTRACTOR shall request in writing to the PROJECT MANAGER 48 hours notice prior to Sunday or Legal holiday work, and work shall be limited to 8 hours maximum on such days, if approved by the COUNTY.
- C. Access: No later than 5 days after notice to proceed, the CONTRACTOR shall arrange with the COUNTY a sequence of procedures, means of access, space for storage of materials and equipment, and use of approaches and roadways. CONTRACTOR's use of the premises shall be confined to the areas approved by the COUNTY.
- D. Smoking: Smoking is prohibited at the Lena Road Landfill
- E. CONTRACTOR shall not dispose any refuse on site without approval of the COUNTY and in accordance with Section 02 41 16, Refuse Handling, Storage, and Disposal.

### **1.08 COUNTY OCCUPANCY AND LANDFILL OPERATIONS**

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

### **1.09 SITE CONDITIONS**

- A. Existing Grades: The existing grades may vary from those indicated on the Plans due to landfill settlement.
- B. Existing Features: The Contract Documents require the CONTRACTOR to field verify the location of existing features, see Section 01 50 00, Site Conditions Surveys. Existing features include but may not be limited to the following: stormwater drainage structures and underground pipes, stormwater terraces and swales, leachate collection system manholes and underground piping, roads,

downslope drainage culverts, underground laterals and header pipe, and extraction wells.

- C. The CONTRACTOR shall enforce safety procedures to minimize hazards to workers, the public, and the environment.

**1.10 ERRORS AND/OR OMISSIONS IN PLANS AND SPECIFICATIONS**

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

**END OF SECTION**

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

**Add:**

### **1.01 SECTION INCLUDES**

- A. Field engineering and surveying services provided by the CONTRACTOR: The CONTRACTOR shall perform, or obtain other professional subcontractors, to complete topographic surveys that meet the minimum standards of Chapter 61-G17 of the Florida Administrative Code, to document elevations, grades, locations, and perform related field engineering as specified in the Contract Documents.

### **1.06 RECORD DRAWINGS (AS-BUILT DRAWINGS)**

- B. Submitted record documents shall include the following:
  - 1 At various stages of the project, submit a site survey. The record drawing information shall be submitted on 24 inch by 36 inch sheets, as well as AutoCAD, Inc. (Version 2010 or higher) drawing files electronically.
  - 2 AutoCAD drawing file requirements: Contour lines shall be continuous, unbroken polylines with a width of zero and an elevation (z-coordinate) assigned according to the elevation of the contour line. All spot elevations shall have horizontal controls with vertical z coordinates. Drawing files shall be saved and formatted into AutoCAD Version 2010 or higher files. The scale of the files shall be equal to a ratio of 1:1.
  - 3 All survey information submitted shall be on the Local Coordinate System based upon the local monuments.
  - 4 All submitted record drawings shall have survey control monuments shown on the Drawings for the purposes of orientation, both horizontally and vertically.
  - 5 Contours shall be at 1 foot intervals, with index contours at every fifth interval.
  - 6 A scale of the record document shall be equal to 1 inch equals 40 feet.
  - 7 The scale of the north arrow shall be equal to 1 inch equals 40 feet.
  - 8 If multiple sheets are required, each sheet shall include match lines.

### **1.07 SUBMITTALS**

- A. The CONTRACTOR shall submit name and address of surveyor to the ENGINEER.
- B. Upon request of the ENGINEER, the CONTRACTOR shall submit documentation signed by a professional land surveyor, licensed in the State of Florida, certifying that elevations and locations of improvements are in conformance with the Contract Documents, or if not in conformance, certify as to variances from the Contract Documents.

- C. RECORD DRAWINGS – The CONTRACTOR shall provide and submit to the ENGINEER, for approval, signed and sealed, record drawing surveys for all WORK (to include any areas outside of limits of construction disturbed by CONTRACTOR) as follows:
  - 1 Prior to performing any earthwork, a pre-construction survey of the WORK within and 25 feet beyond the limits of construction as defined in the Contract Documents.
  - 2 A topographic excavation survey. The survey shall represent the limits, horizontally and vertically, of the maximum vertical extent of excavation.
  - 3 A location map of all piping and buried utility lines.
- D. All Partial Field Surveys to include xerox copies of the field surveyor’s log which have been signed and dated by the surveyor performing the survey.

### **3 EXECUTION**

#### **3.01 CONTRACTORS RESPONSIBILITIES**

- A. The CONTRACTOR shall retain the services of a registered land surveyor licensed in the State of Florida to identify existing control points and maintain survey control during construction.
- B. The CONTRACTOR shall identify survey reference points.
- C. The CONTRACTOR shall provide civil, structural or other professional engineering services specified or required to execute the CONTRACTOR’S construction methods.
- D. The CONTRACTOR shall be responsible for the preservation of all benchmarks, stakes, and marks. If any benchmarks, stakes, or marks are disturbed by the CONTRACTOR, the CONTRACTOR shall not proceed with any WORK until he has established such points, marks, lines and elevations as may be necessary for the prosecution of the WORK.
  - 1 The accuracy of any method of staking shall be the responsibility of the CONTRACTOR. All engineering for vertical and horizontal control shall be the responsibility of the CONTRACTOR.
- E. The surveyors shall maintain a complete, accurate log of all control and survey WORK as it progresses. This log shall be available for periodic review by the ENGINEER.
- F. Grade elevations and locations will be required at certain phases (or stages) of construction.
- G. All surveys shall be topographic surveys that meet the minimum standards of Chapter 61-G17 of the Florida Administrative Code. Surveys shall include (but are

not limited to) grading, extent of liner system, structure locations and elevations (of slabs), pipe inverts, piping, and other permanent structures.

- H. The elevation and grades shall be within an accuracy of 0.2 feet vertical and 0.5 feet horizontal as shown in the contract documents. Unless otherwise stated, all survey drawings shall be at a scale of 1"=40', with contours at one foot intervals.
- I. The topographic information collected shall be taken on a 50 foot by 50-foot grid, at a minimum, and as necessary (i.e., spot elevations, grade breaks, ditches, mounds, etc.) so as to provide an accurate representation of the contour topography. For ditches and stormwater collection trenches, spot elevations shall be taken, at a minimum, every 50 linear feet, to include, at a minimum, the centerline of the ditch, the toe and top of ditch slopes, and any grade breaks.

**END OF SECTION**

## **SECTION 01200 – PROJECT MEETINGS**

**Add:**

### **1.03 PROGRESS MEETINGS**

During the course of the Contract, progress meetings will be organized and conducted by the PROJECT MANAGER and/or ENGINEER to discuss the progress of the Work weekly. Depending on the project progress and schedule, the COUNTY reserves the right to request meetings every other week instead of weekly. The CONTRACTOR and Project Superintendent shall attend these meetings.

The suggested agenda for these meetings:

- A. Review summary of previous meeting
- B. Work progress
  - 1. Since last meeting
  - 2. Expected progress during next work period
- C. Field observations, problems, conflicts
- D. Construction schedule
  - 1. Problems which impede the construction schedule
  - 2. Revisions to schedule
  - 3. Critical/long-lead items
  - 4. Off-site fabrication and delivery schedules
- E. Coordination of work items with County activities
- F. Shop drawing submittals
  - 1. Status of reviews
  - 2. Submittal requirements
  - 3. Remaining submittals
- G. Record documents
  - 1. Well logs, pipe installation records
  - 2. Photographs
  - 3. Red-line mark-ups

- 4. Survey Notes
- H. Maintenance of quality standards
- I. Pending changes and substitutions
  - 1. Effect on construction schedule and on completion date
  - 2. Effect on other Contracts of the project
- J. Other Business

**END OF SECTION**

**Add:**

## **SECTION 01400 – QUALITY CONTROL**

### **PART 1 - GENERAL**

#### **1.01 SITE INVESTIGATION AND CONTROL**

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

#### **1.02 INSPECTION OF THE WORK**

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

CONTRACTOR's expense. Where uninspected WORK cannot be uncovered, such as in concrete cast over reinforcing steel, all such WORK shall be subject to demolition, removal, and reconstruction under proper inspection, and no additional payment will be allowed.

### **1.03 TIME OF INSPECTION AND TESTS**

- A. Any samples and test specimens required under these Specifications shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. CONTRACTOR shall furnish and prepare all required test specimens at CONTRACTOR's own expense. Whenever the CONTRACTOR is ready to backfill, bury, cast in concrete, hide, or otherwise cover any WORK under this Contract, the PROJECT MANAGER shall be notified not less than 24 hours in advance to request inspection before beginning any such WORK of covering. Failure of the CONTRACTOR to notify the PROJECT MANAGER at least 24 hours in advance of any such inspections shall be reasonable cause for the PROJECT MANAGER to order a sufficient delay in the CONTRACTOR's schedule to allow time for such inspection, any remedial, or corrective work required, and all costs of such delays, including its impact on other portions of the WORK, shall be borne by the CONTRACTOR.

### **1.04 SAMPLING AND TESTING**

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

analyses made by the CONTRACTOR to determine compliance with the applicable specifications for the materials so tested or analyzed provided that wherever any portion of the WORK is discovered, as a result of such independent testing or investigation by the ENGINEER, which fails to meet the requirements of the Contract Documents, all costs of such independent inspection and investigation and all costs of removal, correction, reconstruction, or repair of any such WORK shall be borne by the CONTRACTOR.

#### **1.05 RIGHT OF REJECTION**

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

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

**Add:**

## **SECTION 01500 – SITE CONDITION SURVEY**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. The CONTRACTOR shall perform, or obtain other professional subcontractors to complete surveys that meet the minimum standards of Chapter 61-G17 of the Florida Administrative Code, to document elevations, grades, locations, maintain survey control during construction, and perform related field engineering as specified in the Contract Documents.
- B. The CONTRACTOR shall provide civil, structural or other professional engineering services specified or required to execute the CONTRACTOR'S construction methods.

#### **1.02 SURVEY REFERENCE POINTS**

- A. The CONTRACTOR shall locate reference points prior to starting WORK, and shall protect and preserve all permanent reference points during construction. The control elevations and coordinates for the reference points to be used by CONTRACTOR are shown on the drawings.
  - 1. CONTRACTOR shall make no changes or relocate any reference point without prior written notice to the ENGINEER.
  - 2. CONTRACTOR shall report to the ENGINEER when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
  - 3. CONTRACTOR, at no additional cost to the COUNTY, shall replace and resurvey reference points that have been lost or destroyed. The replaced reference point shall be surveyed by a registered, professional land surveyor. Replacement will be based on original survey control.
- B. Prior to any work It is the CONTRACTOR'S responsibility to verify the reference points and the CONTRACTOR shall immediately notify the ENGINEER and PROJECT MANAGER of any discrepancies with the reference points from the coordinates and elevations provided.

#### **1.03 RECORD DRAWINGS**

- A. All survey record documents, submitted to the ENGINEER for approval, shall be signed and sealed by a Florida Licensed Land Surveyor.
- B. Submitted survey record documents shall include the following:
  - 1. The Record Drawing information shall be submitted in AutoCAD drawing files in electronic format.

2. AutoCAD drawing file requirements: Contour lines shall be continuous, unbroken polylines with a width of zero and an elevation (z-coordinate) assigned according to the elevation of the contour line. All spot elevations shall have horizontal controls with vertical z-coordinates. Contours shall be at 1-foot intervals, with index contours at every fifth interval. Objects in the drawing shall be drawn to scale.
3. All survey information submitted shall be on the State Plane Coordinate System based on the monuments provided by the COUNTY.
4. All submitted Record Drawings shall have the COUNTY-provided monuments shown on the drawings for the purposes of orientation, both horizontally and vertically.
5. If multiple sheets are required, each sheet shall include match lines.

#### **1.04 SUBMITTALS**

- A. The CONTRACTOR shall submit the name and address of the surveyor to the ENGINEER at least one week prior to the pre-construction survey.
- B. Upon request of the ENGINEER, the CONTRACTOR shall submit documentation signed by a Florida Licensed Land Surveyor, certifying that elevations and locations of improvements are in conformance with the Contract Documents, or if not in conformance, certifying variances from the Contract Documents.
- C. All Partial Field Surveys are to include photocopies of the field surveyor's log that has been signed and dated by the surveyor performing the survey.

#### **PART 2 – PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION**

##### **3.01 SURVEYING**

- A. The CONTRACTOR shall be responsible for the preservation of all benchmarks, stakes, and marks. If any benchmarks, stakes, or marks are disturbed by the CONTRACTOR, the CONTRACTOR shall not proceed with any WORK until he has established such points, marks, lines and elevations as may be necessary for the prosecution of the WORK.

The accuracy of any method of staking shall be the responsibility of the CONTRACTOR. All engineering for vertical and horizontal control shall be the responsibility of the CONTRACTOR.

- B. All surveys shall meet the minimum standards of Chapter 61-G17 of the Florida Administrative Code. Surveys shall include (but are not limited to) grading, structure locations and pavement elevations, pipe inverts, piping, and other permanent structures.

- C. The topographic information collected shall be taken one point directly above the previous, as necessary to provide an accurate representation of the contour topography (i.e., spot elevations, grade breaks, ditches, mounds, etc.).

### **3.02 RECORD KEEPING/AS-BUILTS**

- A. The surveyor shall maintain a complete, accurate log of all control and survey WORK as it progresses. This log shall be available for periodic review by the ENGINEER.
- B. Grade elevations and locations will be required at certain phases (or stages) of construction. The CONTRACTOR'S Florida Licensed Land Surveyor will provide and maintain as-built notes and a finished as-built drawing at the completion of each phase as listed in Paragraph 1.03 of this Section. Each phase must be accepted by the ENGINEER in writing before the start of the next phase. Record Drawings reflecting elevations and location information shall be submitted to the ENGINEER.

### **3.03 TOLERANCES**

- A. General elevations and grade shall have a tolerance of 0.1 feet vertical and 0.01 feet horizontal with the following exceptions:
  - 1. A stated specific elevation shall be constructed to that exact elevation.
  - 2. If a minimum thickness of material is required then that thickness shall be met and not subject to a tolerance.

### **3.04 PARTIAL SURVEYS**

- A. Should sequence of construction selected by the CONTRACTOR or the COUNTY be such that the WORK is to be completed in phases (or stages) then, copies of the surveyor's official field notes for each phase (or stage) shall be submitted to the ENGINEER for approval. The field notes shall be signed and dated by the surveyor performing the survey. The field notes shall include the design elevation, the as-built information, and the differences in elevation. Upon completion of each layer (i.e. all surveys as outlined in Part 1.03), a complete record drawing, reflecting the submitted field note information and meeting the requirements outlined for Record Drawings in this Section, shall be submitted to the ENGINEER for approval.

**END OF SECTION**

**SECTION 01580 – PROJECT IDENTIFICATION AND SIGNS**

Remove from **Part 1.02 A** – Project Identification Sign (County)

“Two painted signs, of not less than 32 square feet...”

Add to **Part 1.02 A** – Project Identification Sign (County)

“One painted sign, of not less than 32 square feet...”

Remove **Part 1.05** – Public Notification

**SECTION 01710 – CLEANING**

Remove **Part 3.01 C**, and replace with “Waste from construction activities should be disposed of at the working face, per direction from the County.”

## **SECTION 01720 – PROJECT RECORD DOCUMENTS**

**Add:**

### **2.06 CONSTRUCTION PHOTOGRAPHS**

- A. Progress Photos: The CONTRACTOR shall provide a photographic record of construction progress every other week to the COUNTY. For each submittal, at a minimum, the photographic record shall consist of one set of at least 12 color photographs in electronic file form. The ENGINEER and PROJECT MANAGER shall reserve the right to select the views to be photographed. The photographs shall be of good quality as determined by the ENGINEER and PROJECT MANAGER, and camera date stamped. Each photograph shall have the following items identified in a caption:
- County project name and number
  - Date photograph was taken
  - Detailed description identifying location and name of feature photographed
  - Name of Contractor
- B. Photographs shall be taken weekly or during execution of individual WORK items, whichever is more frequent, beginning prior to the start of construction and continuing through the completion of all construction.
- C. Photographs shall be taken to document each major WORK item, including:
1. Pre-construction conditions.
  2. Mobilization and storage of materials. Materials photographed shall include the rock, pipe (perforated and solid-wall), and fittings to be used in the WORK.
  3. Installation of the gas lateral piping, including pipe fusion.
  4. Connection of gas lateral piping to header.
  5. Tie-ins of laterals to the header to the existing header systems.
  6. Backfilling of installed pipe, including placement of warning tape and compaction.
  7. Road crossings, ditch crossings, and stormwater swale crossings.
  8. Installation of isolation valves.
  9. Pressure testing.
  10. Site cleaning and demobilization.

### **2.07 RECORD DOCUMENTS**

- A. Label each document "RECORD DOCUMENTS" in large printed letters.
- B. Maintain Blueline set of Drawings and specifications legibly annotated to show all changes made during construction.
  - 1. Graphically depict changes by modifying or adding to plans, details, sections, elevations, or schedules.
  - 2. Make changes on each sheet affected by changes.
- C. Record information concurrently with construction progress.
- D. Record Drawings shall include the following:
  - 1. Title Sheet (includes COUNTY project name and number, site location map, site address and phone number, and names, addresses and phone numbers of design engineer and CONTRACTOR).
  - 2. Lateral Layout (as-built and drawn using surveyed horizontal and vertical coordinates) shown with most recent site topography. Site plan layout shall include existing and new features, identification of pipe locations and sizes, and callouts of all surveyed points (wellhead locations, pipe tie-ins, fittings, appurtenances, road crossings, changes in pipe direction and slope, etc.). The header layout site plan shall be at a scale providing appropriate clarity to the drawing as approved by the ENGINEER.
  - 3. Record Construction Pipe Route Survey Table showing coordinates and elevations of surveyed top of pipe, fittings, tie-ins and appurtenances, length of pipe segments, pipe slope between each surveyed station, and ground surface elevation. Each pipe segment shall be given a unique description as approved in advance by the ENGINEER. Pipe Route Survey data shall be provided in a tabular format, which shall be approved by the ENGINEER. An example format is provided below.

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

4. As-Built Typical Details.

5. Pipe profiles of all header and lateral pipes. Profiles shall include pipe diameter, slope, grade breaks, section view of ground surface along pipe segment, location and description of existing utilities encountered, pipe crossings and vertical and horizontal scale bar.

E. Project Documentation Manual:

1. Each copy of the Project Manual shall be bound, consist of clean legible copies or originals, and at the minimum consist of the following information:
  - a. Cover Sheet
  - b. Table of Contents
  - c. List of Addenda
  - d. Project Contact List - includes the names, phone numbers and address of the following:
    - Project Manager
    - Site Representative
    - Pipe Contractor
    - Surveyor
    - Record Documenter
  - e. Project Vendor List including list of materials provided by each vendor, and address, phone, fax number of each vendor.
  - f. Project Record Drawing Summary
  - g. Route Survey Data Table - referencing pipeline station with appropriate grid coordinates, ground surface elevation, depth of cover soil, top of pipe elevation at a minimum of every 50 feet, slope at all major line, angle and grade change points, valves, tees, and other appurtenances, and connection locations.
  - h. Pressure Test Reports
  - i. Contractor's Daily Work Logs
  - j. Construction Meeting Notes/Status Reports

Project Document appendices shall include:

- k. HDPE pipe specifications
  - Pipe Installation Manual
  - Engineering Characteristics Manual
  - Pipe Material Data Sheet
  - Fabricated fittings specification sheets
- l. Perforated pipe details
- m. Valve specifications
  - Ball valves
  - Monitoring ports

- n. Flexible hose and clamp specifications and manufacture's literature
- o. Wellhead installation and operations manual
- p. Photographs

F. General File Requirements:

1. Drawings shall be generated using AutoCAD Release 2010 or later software. The Record Drawings shall be drawn to include the following:
  - a. 3-dimensional, 1:1 format.
  - b. Existing survey reference points.
  - c. Breaklines that define all surface features.
  - d. Contours and spot elevations must be at correct elevation.
2. Electronic copies of the Contract Documents drawings will only be available to the CONTRACTOR in AutoCAD Release 2010 or later format. Neither the COUNTY nor ENGINEER shall be responsible for conversion of files to other file formats.
3. Record Document electronic files shall be supplied along with each set of Record Documents.
4. Label each file with COUNTY project name and number, CONTRACTOR's name, address and phone number, date of submittal, and file reference names.

**END OF SECTION**

**Add:**

## **SECTION 01800 – HEALTH AND SAFETY PLAN**

### **PART 1 - GENERAL**

#### **1.01 GENERAL**

- A. The CONTRACTOR will use only site crew members on the landfill footprint that are currently trained in accordance with the United States Occupational Safety and Health Administration (OSHA) regulations 29 CFR 1910.120. The workers also need to have completed the minimum 40-hour Hazardous Materials training course and necessary refresher courses. The area within the landfill footprint is included as that is the area where workers could be exposed to open refuse. A copy of the current training certificate will be provided to the COUNTY and the ENGINEER for each site worker prior to the start of site work. These certificates shall be submitted with the Health and Safety Plan, and whenever new workers are assigned to the job. This applies to both the CONTRACTOR's workers and any Subcontractor site workers. No workers will be permitted to work on the site without these certificates.
- B. All site workers that work on the landfill footprint must be under a Medical Monitoring Program as outlined in 29 CFR 1910.120, and be physically capable of wearing a respirator, if necessary. Proof of participation in this program must be provided to the PROJECT MANAGER and the ENGINEER prior to the start of work.
- C. No smoking will be allowed at the Lena Road Landfill.
- D. Actions that potentially endanger workers shall be stopped immediately and brought to the PROJECT MANAGER's attention. Health and Safety for the CONTRACTOR's and subcontractor's forces is the responsibility of the CONTRACTOR.

#### **1.02 SITE-SPECIFIC HEALTH AND SAFETY PLAN**

- A. The CONTRACTOR shall prepare a written site-specific Health and Safety Plan (Plan) for use by the CONTRACTOR and Subcontractor site workers. This plan must be prepared to meet the 29 CFR 1910.120 OSHA regulations and shall include as a minimum, the following:
  - 1. Organizational Structure; to include general supervision, Health and Safety officer, lines of authority, and responsibility and communication. The Health and Safety Officer shall be a worker who will be present at all times during site construction, in addition to his/her other site duties.
  - 2. Comprehensive Work Plan; to include the work tasks and objectives, resources needed, and training requirements for workers (health and safety, machine operations license, etc.). This shall also include a section on safety procedures to be followed for excavation and well drilling.

3. Asbestos Work Plan; to include approach for workers to excavation and in environments possibly containing asbestos material. Plan shall include the WORK tasks and objective and resources needed.
  4. Health and Safety; to include identification of possible site hazards, training levels for each category of site workers, personal protective equipment and medical surveillance needed, site control measures, and confined space entry procedures.
  5. Emergency Response Plans; to include all emergency telephone numbers, a highlighted map showing the quickest route to the nearest emergency care facility, and directions to such facility.
  6. Air/Gas Monitoring Procedures; to include frequency and type of air/gas monitoring of exposed refuse and site worker areas, calibration of air/gas monitoring equipment, and action levels of air/gas contaminants for site worker protection. All equipment calibration and field gas measurements shall be recorded with the date and time of sample, and the sampler's name. Sampling shall be done by a CONTRACTOR worker trained in the use of the gas sampling equipment. These trained workers shall be designated in the CONTRACTOR's Plan.
  7. Respiratory Protection Program; to include written documentation of the CONTRACTOR's respiratory program.
  8. A signature page for all site workers covered by the Plan (CONTRACTOR and Subcontractor site workers).
- B. The CONTRACTOR shall consider the various materials disposed of (municipal solid waste) that may be encountered during excavation in preparing the Health and Safety Plan.
- C. Special consideration shall be made for the potential dangers of hydrogen sulfide, which may be present in landfill gas.

### **1.03 SUBMITTALS**

CONTRACTOR shall submit copies of the site-specific Health and Safety Plan to the ENGINEER at the pre-construction meeting. The ENGINEER will review the plan for information purposes only. It is the CONTRACTOR's responsibility to prepare and implement a Health and Safety Plan appropriate for the work to be conducted at the landfill.

### **1.04 SITE OPERATIONS**

- A. The Plan shall be kept on site in a known and easily accessible spot during all site operating hours. All site workers shall be notified of the location of the Plan.
- B. A Safety Meeting shall be held by the CONTRACTOR and attended by all CONTRACTOR site workers prior to starting construction. At this safety meeting,

the Plan will be reviewed with the site workers, and all site workers will sign the Plan indicating that they have been apprised of the Plan's contents. New site workers must review the Plan with the CONTRACTOR's Health and Safety Officer prior to beginning work on site, and must sign that they have been apprised of the Plan's contents.

- C. Site operations will take place in conditions of adequate light only.
- D. Areas of open refuse (i.e., excavations, trenches, and boreholes) shall be monitored by the CONTRACTOR for combustible gases, methane, volatile organics, hydrogen sulfide and oxygen through the use of field gas meters or Drager-type colorimetric tubes. Respiratory protection for acid gases and organic vapors shall be used by the worker while monitoring gas levels. Appropriate respiratory protection shall be taken by other workers as necessary.
- E. No workers shall be allowed in any trench or excavation while excavation of the area is in progress. Entry into the excavation shall be made only after the CONTRACTOR's site worker has monitored the air in the excavation and determined the appropriate level of personal protection required for entry into the excavation. Site workers in excavations must be supervised at all times.
- F. Site workers shall limit their dermal exposure to excavated refuse. Minimal skin protection includes safety-toe boots, long pants, long-sleeved shirts, safety glasses, hard hats, and rubber gloves to be used when handling refuse.
- G. Start-up and shutdown of engines shall not be done in areas of excavated refuse.
- H. "A Compilation of Landfill Gas Field Practices and Procedures", Solid Waste Association of North America (SWANA), August 2011, shall be reviewed by the CONTRACTOR for further safety information and requirements.

**PART 2 - PRODUCTS (Not used)**

**PART 3 - EXECUTION (Not used)**

**END OF SECTION**

**SECTION 02064 – MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT**

Remove **Part 3.04** – In-place Grouting of Existing Pipe and **Part 3.05** – Spray-Applied Liners

## SECTION 02221 – TRENCHING, BEDDING, AND BACKFILL FOR PIPE

Remove **Part 1.03 B** – Dewatering, Drainage, and Floatation

Remove **Part 2.01** Replace with:

### 2.01 PIPE BEDDING AND SOIL BACKFILL

- A. Beyond the reusable quantities of soil described above, the CONTRACTOR shall provide all bedding and soil backfill material excavated and stockpiled on-site.
- B. These soils shall generally be free of sticks, roots, organic matter, and stones larger than 1-inch in any dimensions. Pipe bedding and backfill soils shall be approved by the ENGINEER.
- C. Pipe bedding material shall be appropriate for spreading with hand tools and compaction with vibratory compactor to provide a level and stable surface for pipe placement. Pipe bedding and backfill soils shall be approved by the ENGINEER.

### 2.02 NON-CALCAREOUS STONE

- A. Stone backfill shall be hard, durable non-calcareous rock. Stone shall be washed as a component of the manufacturing process and be free of organics, lumps or balls of clay, and other deleterious materials.

Stone shall be FDOT No. 4 and conform to the following gradation requirements:

<u>Sieve Size</u>	<u>% Passing (by Weight)</u>
2-inch	100
1½-inch	90-100
1-inch	20-55
¾-inch	0-15
⅜-inch	0-5

### 2.03 CLEAN SOIL BACKFILL MATERIALS

- A. Soil material may be reused for clean soil backfill provided it is free of sticks, roots, organic matter, MSW, and stones larger than 1-inch in any dimension. Remove any material that cannot be made to compact readily and replace with suitable material. If new material must be imported for use as clean soil backfill it must meet the criteria of this Specification and the testing requirements below.

- B. Material shall be well-graded (SW), poorly graded (SP) or clayey sands (SC) as classified by the Unified Soil Classification System (USCS), or other soil as approved by the ENGINEER.
- C. General Fill shall be used in the following areas of work and as shown on the Drawings:
  - 1. Any location on Drawings that calls for “general fill” or “clean soil backfill” if excavated material is waste or is otherwise not suitable for reuse.
- D. Clean soil backfill must be provided by CONTRACTOR and stockpiled for use on-site.

**2.04 SUBGRADE SOIL MATERIALS**

- A. Subgrade soils are natural, in-place materials. Soils shall be well-drained and reasonably free of sticks, roots, debris, organic matter, and MSW. CONTRACTOR shall remove material that cannot be made to compact readily and replace with ENGINEER-approved soil.
- B. Soils which yield or exhibit pumping due to excessive moisture shall be excavated and replaced with general fill or materials as approved by the ENGINEER.

**2.05 TOPSOIL**

- A. Material shall be fertile, natural soil, typical of the locality, free from MSW, stones (exceeding 2-inch in any dimension), roots or sticks (exceeding 1-inch diameter), clay, and weeds, and obtained from naturally well drained areas. It shall not be excessively acid or alkaline nor contain material harmful to plant growth. The material shall comply with the requirements of FDOT’s Standard Specifications for Road and Bridge Construction (2000), Section 987 for Topsoil.

**2.06 PIPELINE LOCATOR/WARNING TAPE**

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

Remove **Part 3.01, 3.02, and 3.03** Replace with:

**3.01 PREPARATION**

- A. Identify required lines, levels, contours and datum locations.
- B. Locate, identify and protect utilities from damage.
- C. Protect benchmarks, survey control points, monitoring wells, existing structures and fences from excavating equipment and vehicular traffic.

**3.02 PRE-CONSTRUCTION LAYOUT**

- A. Prior to trenching and pipe installation, CONTRACTOR and CONTRACTOR's surveyor shall stake out the entire proposed trench alignment. The proposed alignment must be approved by the ENGINEER and PROJECT MANAGER prior to the CONTRACTOR beginning excavation activities. This pipeline route staking for both header and lateral pipes must meet the minimum pipe slopes listed in this Section and on the Drawings.
- B. Survey notes with proposed pipe slope calculations shall be submitted to the ENGINEER for approval prior to pipe installation. Notes of pre-construction survey shall identify conflicts between the proposed WORK and existing features.

### **3.03 EXCAVATION**

- A. Refuse materials shall be handled as directed in Section 02 41 16, Refuse Handling, Storage, and Disposal.
- B. Excavate to lines, grades and dimensions necessary to complete the WORK.
- C. Trenching Tolerances:
  - 1. Excavate to install pipes in straight runs at a uniform grade, without sags or humps, between vertical and horizontal control points in accordance with the Contract Drawings.
  - 2. Minimum trench width shall be as shown on the Drawings.
  - 3. Maintain thickness of soil cover over the top of the pipe, as shown on the Drawings, or approved by the ENGINEER.
- D. CONTRACTOR may not excavate more trench daily than can be completely backfilled after installation of the pipe the same day. Excavations shall not be left open overnight. In the event that a trench must be left open overnight the CONTRACTOR must get permission from the COUNTY to leave trench open and trench must be encircled in safety/warning tape attached to stakes placed along the perimeter on all edges of the trench. In the event that the trench has exposed refuse, all refuse must be covered with a tarp that is secured on all corners and along its perimeter.
- E. CONTRACTOR shall use appropriate survey/level instrumentation during excavation to ensure proper trench slope. Verification of installed pipe slope shall be as specified in Part 3.06.
- F. Minimum trench slopes shall be at least 5 percent as shown on the Drawings or approved by the ENGINEER.

### **3.04 DEWATERING**

- A. Water that enters excavations into refuse shall be considered landfill leachate and shall not be discharged to the ground or other means that are typical for stormwater. Water in trench excavations into refuse shall be pumped into sealed tanks, hauled to the main leachate pump station, or as directed by the PROJECT MANAGER, and discharged into the leachate collection system. The CONTRACTOR must notify the COUNTY prior to dewatering, and allow the COUNTY to witness the dewatering and discharge to the leachate collection system.
- B. The CONTRACTOR shall at all times during construction provide and maintain proper equipment and facilities to remove water entering excavations. CONTRACTOR shall keep such excavations dry so as to obtain a satisfactory foundation condition for all WORK.
- C. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottom, and soil changes detrimental to stability of subgrades and foundations. Subgrade soils which become soft, loose, "quick", or otherwise unsatisfactory for support of structure as a result of inadequate dewatering or other construction methods shall be removed and replaced by crushed stone or gravel as required by the ENGINEER at the CONTRACTOR's expense. The bottom of excavations shall be firm and without standing water before placing structures or pipes. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
- D. Disposal of Water Removed by Dewatering System:
  - 1. Water conveyed away from excavations which has not contacted refuse materials shall be discharged to areas approved by the ENGINEER.
  - 2. Dispose of water by procedures approved by the ENGINEER in such a manner as to cause no inconvenience to the COUNTY, the ENGINEER, or others involved in work about the site.
  - 3. Water conveyed away from excavations which has contacted refuse materials shall be pumped into spill-proof containers and discharged into the leachate collection system as directed by the PROJECT MANAGER.
- E. If pipe trench becomes watered-in after placement of pipe, but before backfilling, CONTRACTOR shall dewater the trench, demonstrate that the pipe bedding and pipe slope remain satisfactory, and upon approval by the ENGINEER, backfill the pipe with clean dry soil in accordance with Part 2.01 of this Section.

### **3.05 ROAD CROSSINGS**

- A. CONTRACTOR shall schedule and coordinate all road crossings with the COUNTY to minimize disruption of the COUNTY's operations.
- B. HDPE pipes shall be encased in a larger diameter casing for protection. The inner diameter of the casing shall be a minimum of six (6) inches larger than the

cumulative outside diameters of the HDPE pipes encased. See Drawings for road crossing details.

### **3.06 PIPE SURVEY**

- A. CONTRACTOR shall verify that pipe slope meets the requirements specified in this Section and on the Drawings at 10-foot intervals along LFG laterals and header and record such information in the project notes. Station numbering shall be used and marked on the pipe, as approved by the ENGINEER.
  - 1. CONTRACTOR shall measure each length of installed pipe and mark the 10-foot stations. Stationing of laterals shall begin with 0+00 at the header, ending at the riser for the well.
  - 2. Stationing of the header shall begin with 0+00 at a location approved by the ENGINEER. Station numbering for pipe installed each day shall be consecutive with pipe installed on previous days. The CONTRACTOR shall not restart station numbering at 0+00 for any header segment without advance approval from the ENGINEER.
  - 3. Survey equipment shall be used to measure the change in relative elevation between each 10-foot station prior to burial of any pipe.
  - 4. The surveyed elevations and calculated change in elevation and slope for each 10-foot section shall be recorded in the CONTRACTOR's project notes.
  - 5. A trench laser will not be considered acceptable survey equipment for the purpose of verifying pipe slope.
- B. The project notes detailing the required pipe slope confirmation shall be provided daily to the ENGINEER.
- C. An as-built survey shall be conducted on all installed pipe prior to backfilling the trench.
  - 1. The survey shall document the horizontal and vertical location of the top of the landfill gas lateral and header pipes at minimum 50-foot intervals and at each change in pipe direction, ground surface grade break, change in pipe grade, fitting, connection, pipe crossover, and tie-in along the entire pipeline routes.
  - 2. If a run of pipe is 100 feet or less in length, CONTRACTOR shall provide survey shots at a 20-foot interval or less. For a run of pipe of 50 feet or less, CONTRACTOR shall provide survey shots at a 10-foot interval or less to document the pipe as-built conditions.
  - 3. The survey shall also document the type of pipe, location (horizontal and vertical coordinate) of structures and appurtenances such as, but not limited to road crossing casing, pipe crossing, and tie-ins.
  - 4. This surveying shall be sealed by a Florida Licensed Land Surveyor as described in Project Record Documents.

### **3.07 BACKFILLING**

- A. Backfill materials shall be as described in Part 2 of this Section.
- B. CONTRACTOR shall notify the ENGINEER prior to beginning backfilling. The ENGINEER shall inspect all pipe, fittings and connections prior to approving backfilling. If CONTRACTOR backfills pipe without inspection of the pipe while pipe is installed in the open trench, CONTRACTOR shall uncover all uninspected buried pipe so that it may be properly inspected. This shall be done at no additional cost to the COUNTY or ENGINEER.
- C. Place bedding material in trench to the lines and grades shown on the Drawings.
- D. Bedding material shall be placed in the trench ensuring material is placed under the haunch of the pipe. The bedding shall be poured into place, not pushed, and shall be raked by hand and then compacted, using a mechanical compaction, in a loose lift not to exceed six (6) inches above the top of the pipe.
- E. Backfilling procedures shall be modified as necessary as approved by the ENGINEER in order to not displace (either horizontally or vertically) piping installed in the trench during backfill or bedding placement.
- F. Pipeline Locator/Warning Tape shall be placed in trench at least 1-foot below grade and at least 1-foot above the casing of all buried LFG pipe.
- G. Place soil backfill in maximum 6 inch lifts above pipe bedding to the existing grade. CONTRACTOR shall compact soil backfill in 6-inch lifts with mechanical compaction such as an excavator bucket. Compaction shall be to a density where subsequent passes with the mechanical compaction device will not reduce the surface elevation of the bedding material by more than three-quarters of an inch.

### **3.08 REFUSE DISPOSAL**

- A. The CONTRACTOR shall be responsible for loading and transporting refuse to the working face. No excavated waste shall be left overnight at any excavation at any time.

### **3.09 GRADING DISTURBED AREAS**

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

### **3.10 TESTING REQUIREMENTS DURING PLACEMENT**

- B. The CONTRACTOR shall place backfill and fill materials to achieve an equal or "higher" degree of compaction than undisturbed materials adjacent to the work;

however, in no case shall the degree of compaction fall below minimum compaction specified in this Section.

- C. Where laboratory or field testing is specified herein to verify that the constructed, in-place WORK meets the specifications and quality control requirements herein, the CONTRACTOR shall employ and bear the expense for an independent testing laboratory to conduct such tests. The CONTRACTOR shall pay for the costs of all retests required due to the initial testing not passing the requirements herein. Laboratory shall be on the approved vendors list of the COUNTY.

Where laboratory testing is specified to verify that any individual material of construction or product meets certain quality control requirements (i.e. size, gradation, mix formula, hardness, shape, inherent strength, etc.), the CONTRACTOR shall employ and bear all expenses for an independent testing laboratory to sample the material or product and to conduct such tests and retests if necessary or required by the COUNTY.

**END OF SECTION**

## **SECTION 02260 – FINISH GRADING**

### **Remove Part 3.02 A.**

Replace with:

### **Part 3.02**

- A. The Contractor shall place topsoil in areas where hydroseeding, sodding, and planting is to be performed, as needed to establish vegetation.

**Add:**

**SECTION 24116 – REFUSE HANDLING, STORAGE, AND DISPOSAL**

**PART 1 - GENERAL**

**1.01 NOTIFICATION**

- A. The CONTRACTOR shall notify the COUNTY in advance of planned excavation of landfill refuse.
- B. No excavated materials shall be removed from the site or disposed of by the CONTRACTOR except as specified below and approved by the COUNTY.

**PART 2 - REFUSE HANDLING AND DISPOSAL**

**2.01 REQUIREMENT**

- A. Excavated refuse shall be loaded onto dump trucks or other vehicles and moved to working face as soon as possible after excavation for disposal.
- B. In the event that refuse is excavated and cannot be immediately taken to the working face in Stage II, the refuse may be stored adjacent to the excavation until it can be taken to the working face before the end of the same working day. Refuse shall remain within close proximity to the location from which it was removed. All refuse must be removed from all locations at the end of each working day.

**PART 3 – EXECUTION**

**3.01 REQUIREMENT**

- A. The COUNTY has specified that all excavated refuse should be moved from the excavation zone directly to the working face in Stage II. The CONTRACTOR is not required to record the excavated waste tonnages at the scalehouse. The CONTRACTOR shall not disrupt other onsite COUNTY operations at the landfill with the use of trucks or other equipment moving waste to the working face. It is the CONTRACTORS responsibility to coordinate with the COUNTY all refuse disposal actions before excavation work begins.

**END OF SECTION**

## **SECTION 02485 – SEEDING AND SODDING**

### **Add to Part 3.01**

- D. All disturbed or trenched side slopes shall be sodded. The flat top deck of Stage III shall be seeded.

### **Add:**

## SECTION 33 21 70 – LFG EXTRACTION WELLS AND WELLHEADS

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. Scope of Work: The CONTRACTOR shall provide all labor, equipment, materials, and appurtenances necessary to drill, install and make ready landfill gas (LFG) extraction wells and wellheads as specified herein and as indicated on the Drawings.
- B. The perforated pipe, stone, geotextile, bentonite, and soil backfill shall be set at depths and thicknesses shown on the Drawings or as designated in the field by the ENGINEER. It is expected that combustible and asphixiant gases will be venting from boreholes drilled in to waste within the footprint of the landfill. The CONTRACTOR's bid price shall include provision for all equipment and procedures necessary to safely install wells and borings under this condition. All Work shall be performed by qualified workers in accordance with the best standards and practices available.
- C. Upon completion of each new extraction well or boring, CONTRACTOR shall dispose of all construction and drilling refuse materials as specified in Section 24116 or as directed by the PROJECT MANAGER.
- D. Related Work Described Elsewhere:
  - 1. Section 24116: Refuse Handling, Storage, and Disposal
  - 2. Section 02221: Trenching, Bedding, and Backfill for Pipe
  - 3. Section 33511: Pipe, Valves, and Pipe Fittings

#### 1.02 REFERENCES

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

##### STANDARD TEST METHODS/PRACTICE

ASTM D 420-98	Standard Guide to Site Characterization for Engineering, Design, and Construction Purposes
ASTM D 422-63	Standard Method for Particle-Size Analysis of Soils
ASTM D 1452-80	Standard Practice for Soil Investigation and Sampling by Auger Borings

ASTM D 2487-00                      Standard Classification of Soils for Engineering Purposes (Unified Classification System)

ASTM D 2488-00                      Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)

### **1.03 SUBMITTALS**

- A.     The CONTRACTOR shall prepare and submit to the ENGINEER, for review and approval, Certificates of Compliance on materials furnished, and manufacturer's brochures containing complete information and instructions pertaining to the storage, handling, installation, and inspection of pipe and appurtenances furnished as described in Section 01340, Shop Drawings, Project Data, and Samples.
- B.     The CONTRACTOR shall prepare and submit to the ENGINEER for review and approval, Shop Drawings showing dimensions, materials, and manufacturer's information for pipe, pipe perforations, fittings, bentonite, and wellhead components.
- C.     One week prior to well drilling, CONTRACTOR shall submit an example well boring log and construction log. The example log shall be completed with all of the required descriptions and pertinent information required under Part 3.04 of this Section.
- D.     At least two weeks prior to construction, the CONTRACTOR shall submit to the ENGINEER for review and approval, results of the sieve analysis for the soil backfill, samples of all well backfill materials (if requested), the name of the vendor(s), and source of backfill materials furnished.
- E.     At the end of each day, CONTRACTOR shall provide copies of the handwritten well boring and completion logs for each well drilled on that day. Information to be included on the well logs is listed in Part 3.04 of this Section.
- F.     Final boring logs based on field information shall be typewritten and submitted with the Record Documents, as stated in Section 01720. Description of the boring and excavated material shall be according to the guideline sheet at the end of this Section.

### **1.04 QUALITY ASSURANCE**

- A.     A professional experienced in installation of LFG wells shall be responsible for observing and documenting information related to all boring and installation activities. The OWNER will contract with the quality assurance professional that will oversee and observe the extraction well installation.
- B.     Inspect well materials for cleanliness, deformations, and imperfections, and ensure conformance with Specifications prior to use.

## **PART 2 - PRODUCTS**

### **2.01 SOIL**

Soil backfill material shall be granular material free of clay, sticks, roots organic material from an off-site source, as specified in Section 02221, Trenching, Bedding, and Backfill for Pipe.

### **2.02 STONE**

Stone shall be FDOT No. 4 stone as specified in Section 02221 Part 2.02

### **2.03 BENTONITE**

- A. "Bentonite Plug" as used in the Drawings, shall refer to a well seal comprised of hydrated sodium bentonite pellets or chips of a thickness as indicated on the Drawings. Bentonite material shall consist of clay greater than 85% sodium montmorillonite, without additives.
- B. Bentonite shall be hydrated per manufacturer's instructions prior to backfilling with soil. Bentonite shall be hydrated in 6-inch lifts as per Paragraph 3.05 B of this Section.
- C. Under no circumstances will the use of granular bentonite be permitted for the vertical extraction wells.

### **2.04 HDPE PIPE**

- A. Pipe for extraction wells shall be 6-inch Standard Dimension Ration (SDR) 11 high density polyethylene pipe as shown on the Drawings.
- B. The perforations in the extraction well piping shall be as specified on the Drawings. Perforations may be pre-fabricated or fabricated by the CONTRACTOR.

### **2.05 WELLHEAD MATERIALS**

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

### **2.06 MONITORING PORTS**

Monitoring ports shall be ¼ inch NPT polypropylene male barb monitoring ports, Parker P4MLBA Tubing Barb, with McMaster Carr 9753K38 vinyl cap or approved equivalent.

### **2.07 WELL IDENTIFICATION**

Upon completion of piping installation, CONTRACTOR shall apply printed yellow stickers with the designated collection ID point on the collection pipe casing. The sticker shall contain the following information: collection point ID, and the words "Manatee County Lena Road Landfill" and "Landfill Gas Extraction Well", like the example shown below:



## **PART 3 - EXECUTION**

### **3.01 PRE-CONSTRUCTION SERVICES**

- A. The CONTRACTOR shall survey and stake the well and horizontal collector boring locations prior to drilling. Pre-construction layout surveying shall be done by a Florida Licensed Professional Surveyor.
- B. CONTRACTOR shall supply surveyed ground elevations of the proposed new extraction wells to the ENGINEER so that the design well depths may be confirmed at least one week prior to drilling.
- C. Extraction well and boring locations must be approved and may be adjusted by the ENGINEER prior to beginning drilling.

### **3.02 DRILLING**

- A. The CONTRACTOR shall coordinate the start of drilling with the ENGINEER and PROJECT MANAGER.
- B. The CONTRACTOR shall provide at all times a thoroughly experienced, competent driller during all operations at the drill site.
- C. The CONTRACTOR must use dry drilling equipment.
- D. Wells are to be drilled to the depth and diameter as shown on the Drawings. The boring depths shown on the Drawings may be adjusted in the field by the ENGINEER. Under no circumstances are the drilling depths from the well schedule on the Drawings to be exceeded unless approved by the ENGINEER in advance.

1. Wet Borings:
  - a. The PROJECT MANAGER and ENGINEER shall be notified of wet boring conditions.
  - b. If water is encountered in a boring, the CONTRACTOR may be directed by the PROJECT MANAGER and ENGINEER to drill beyond the point at which it was encountered. If wet conditions remain, at the direction of the PROJECT MANAGER and ENGINEER, the boring may be terminated (after driller has attempted to advance boring for 2 hours) and the length of perforated pipe adjusted by the ENGINEER. If wet conditions cease (e.g., due to a perched water layer), then drilling will continue to the design depth.
  - c. If water is encountered in a boring at a shallow depth, the ENGINEER may decrease the well depth and length of perforated pipe, or relocate the well.
  
2. Abandoned Borings:
  - a. If, in the opinion of the PROJECT MANAGER and ENGINEER, the borehole has not reached a sufficient depth to function as an effective extraction well, the CONTRACTOR shall abandon this borehole by backfilling it with cuttings removed during drilling. Soil shall be backfilled and compacted to ground surface. CONTRACTOR shall supply additional soil backfill to refill any settlement within the abandoned borehole, as approved by the ENGINEER.
  - b. If cuttings are unsuitable as backfill (for example, box springs, tires, etc.) the CONTRACTOR shall use soil backfill material.
  - c. Compensation for abandoned borings shall be at the unit price for boring refusal.
  
- E. The bore for the well shall be straight and the well pipe shall be installed in the center of the borehole.
  1. The CONTRACTOR shall take all necessary precautions to maintain the well pipe vertically plumb during the entire backfill operation of the borehole to the satisfaction of the ENGINEER.
  2. The grate over the borehole that is used to keep the well casing plumb shall not be removed until the borehole is backfilled to within 2 feet of ground surface.
  3. If the pipe is installed out of plumb, as determined by the ENGINEER, the CONTRACTOR, at his own expense, shall correct the alignment.

4. The well casing shall extend above ground surface as shown on the drawing. No pipe couplings shall be installed above grade or within 10 feet of ground surface below grade.

### 3.03 WELL LOGS

- A. CONTRACTOR shall keep detailed well logs for all wells drilled. Information recorded on the well logs shall include the following:
  1. Total depth of well.
  2. Visual description of refuse at 5-foot intervals:
    - a. Type of refuse encountered including the estimated percentage of the following components (by volume) on visual inspection:
      - Paper/Cardboard
      - Plastic
      - Yard refuse
      - Construction debris
      - Textiles
      - Tires
      - Sludge
      - Dirt
    - b. Moisture content (in percentages) based on the guidelines attached to the end of this Section.
    - c. State of decomposition based on the guidelines attached to the end of this Section.
    - d. Temperature of excavated refuse
  3. Occurrence, depth, and thickness of water-bearing zones
  4. Length of slotted pipe and solid pipe below grade.
  5. Thickness, description and depth from ground surface of backfill layers.
  6. Length of above ground riser stick-up pipe.
- B. CONTRACTOR shall use the well borings description sheet provided at the end of this Section as a guideline for describing excavated materials.
- C. Field copies of the well logs shall be provided to the ENGINEER. If the CONTRACTOR fails to provide field copies of well logs to the PROJECT MANAGER at the end of each day, the CONTRACTOR will not be allowed to conduct any further drilling activities until the logs have been submitted and reviewed by the ENGINEER.

- D. Typed final copies of the well logs shall be submitted with the Record Drawings in accordance with Section 01720. Handwritten logs will not be acceptable for submittal with the Record Drawings. See Attachment 1 – Well Log Template and Attachment 2 – Borehole Log Supplement.

### **3.04 JOINING OF PIPES**

- A. Pipes shall be joined as specified in Section 33511, Pipes, Valves, and Pipe Fittings. In addition, lag screws shall be installed at each PVC coupling to secure vertical piping during placement in well boring.
  - 1. Four lag screws per coupling or two lag screws per bell fitting shall be installed.
  - 2. The length of the lag screws shall equal, but not exceed, the sum of the pipe and coupling (or bell fitting) wall thicknesses. Under no circumstances may the screw length exceed the sum of the pipe and coupling wall thickness.
- B. At the end of each day, CONTRACTOR shall cap the ends of all joined pipes longer than 20 feet to prevent entry by animals and debris.

### **3.05 BACKFILLING**

- A. Backfilling of the well shall commence immediately after well drilling is completed and the well piping has been installed in the borehole.
  - 1. Backfill materials shall be placed carefully within the wells to the dimensions shown on the Drawings and as approved by the ENGINEER.
  - 2. Soil backfill containing foreign material may be rejected by the PROJECT MANAGER or ENGINEER on the basis of a visual examination.
  - 3. Both well piping and backfill shall be installed with a safety grate installed over the boring. The safety grate shall remain in place until backfill is within 2 feet of existing ground surface.
- B. Bentonite Plug shall be backfilled and hydrated in 6-inch lifts. The CONTRACTOR shall soak each lift according to the manufacturer's instructions prior to filling the next one. A minimum of 6 bags of bentonite shall be poured into the center of the borehole per 6-inch lift.
- C. Soil backfill shall be rodded in the boring to provide even distribution and compaction.

### **3.06 REFUSE DISPOSAL**

The CONTRACTOR shall dispose of excavated refuse as specified in Section 24116 - Refuse Handling, Storage, and Disposal.

### **3.07 TEMPORARY CAP**

The CONTRACTOR shall temporarily cap the riser pipe of the vertical extraction well immediately after well pipe installation to prevent venting of LFG into the atmosphere. The CONTRACTOR shall remove this cap during the installation of the wellheads. Lag screws may be necessary due to the internal gas pressure within the well.

### **3.08 WELLHEAD INSTALLATION**

- A. Vertical extraction well and horizontal collector wellheads shall be installed in accordance with manufacturer's recommendations. PVC pipe sections of the wellhead shall be air-tight. Any leaks shall be repaired by CONTRACTOR at no additional cost to the COUNTY.
  
- B. Install flexible Kanaflex hose on all wells so that hose has no sags, as shown on the Drawings. However, flexible hose shall not be taut. Provide enough slack to accommodate minor pipe settlement, as approved by the ENGINEER.

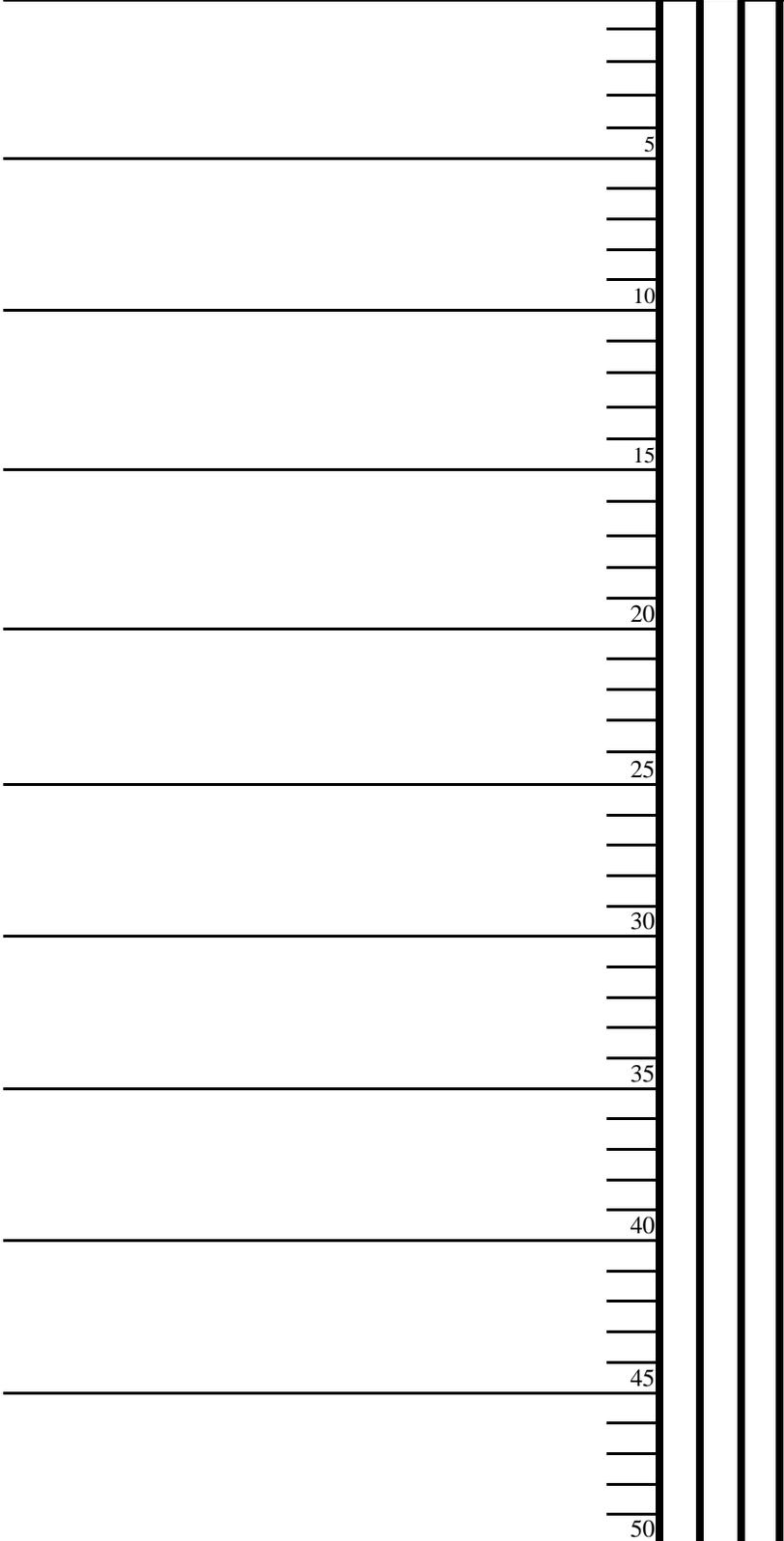
**Attachment 33217 – 1 Well Log Template**

**Attachment 33217 – 2 Borehole Log Supplement**

**END OF SECTION**

# Well Log - SCS Engineers

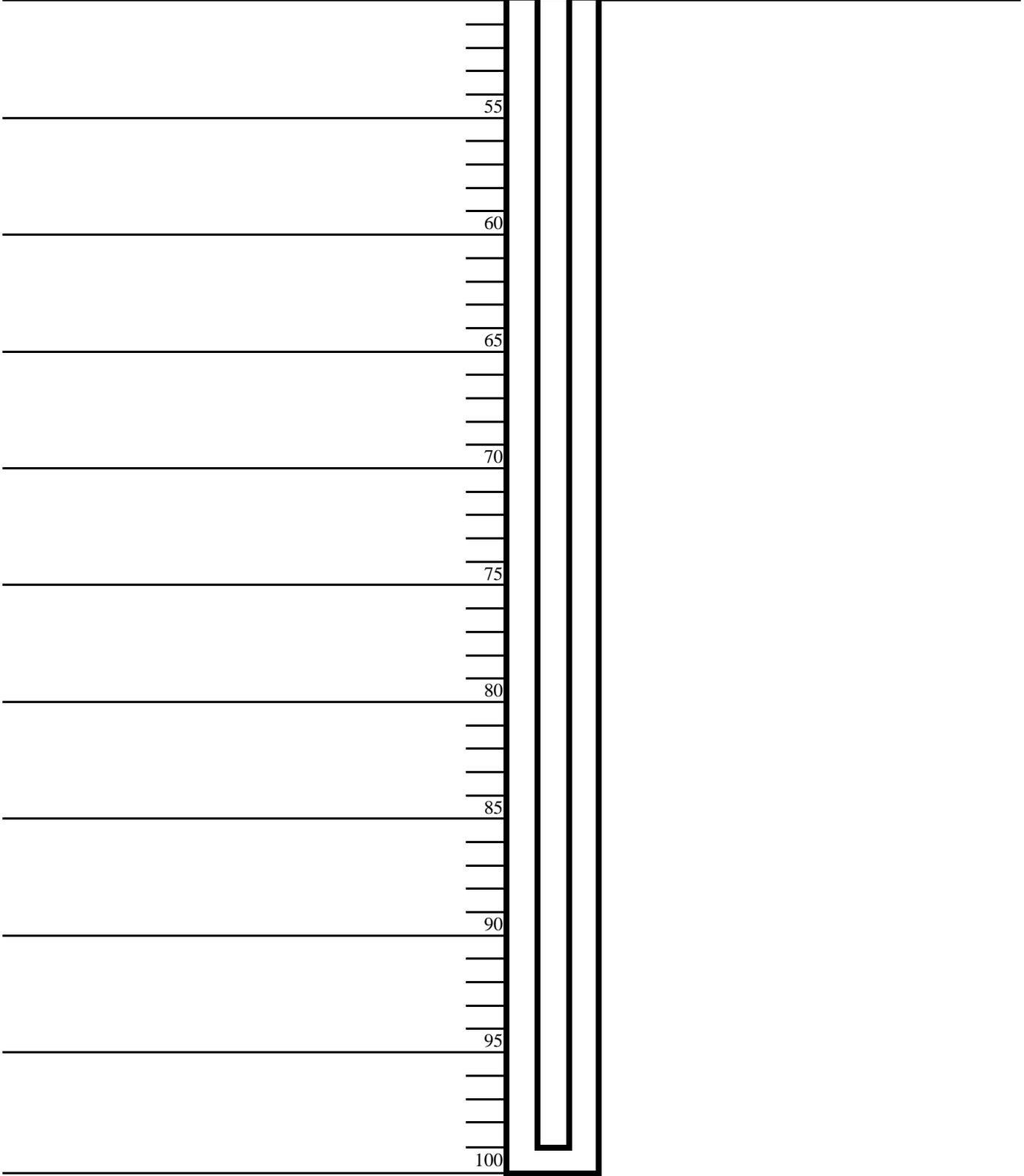
Site Name: Lena Road Landfill - Manatee County	Well Number:
Project #: 09214113.05	Coordinates:
Start Date:	Surface Elevation:
Completed:	Top of Casing Elevation:
Contractor:	Boring Diameter:
Inspector:	Pipe Material Diameter:
Driller:	Total Depth Drilled:
	Completion:



COMPLETION LOG	
RISER STICK UP	
RISER BELOW	
PERF. PIPE	
BACKFILL	
BENTONITE #1	
SILICA SAND 20/30	
BENTONITE #2	
BACKFILL	
GRAVEL PACK	
BACKFILL LOG	
Stone	
Structural fill	
Bentonite fill	
MATERIALS LIST	
TOP CAP	
SOLID PIPE	
PERF PIPE	
BOTTOM CAP	
BENTONITE	
BACKFILL	
STONE	

# Well Log - SCS Engineers

Site Name:	Well Number:
Project #: 09206066.10	Coordinates:
Start Date:	Surface Elevation:
Completed:	Top of Casing Elevation:
Contractor:	Boring Diameter:
Inspector:	Pipe Material Diameter:
Driller:	Total Depth Drilled:
	Completion:



**ATTACHMENT 33217-2**

**LANDFILL BOREHOLE AND WELL LOGGING GUIDANCE – REFUSE**

**Moisture Content Scale**

15% Dry Refuse	20-25% Normal	25-35% Damp	35-50% Wet	50% Saturated
Rock, dirt, etc; no trace of moisture paper will be fuzzed up	Newspaper, etc; still not noticeably wet but normal moisture	Paper shows dampness lawn clippings, tree branches, stiff & hold together	Paper saturated but no free water, just getting sloppy; water emanates when squeezed	Mud or free water present

**Decomposition Scale**

Little	Some	Moderate	Much	Severe
Newspaper readable; refuse looks new		Newspaper not legible; branches intact		Newspaper not legible; crumble; black/brown mucky material

**Log the following (in 5' intervals):**

- Note apparent Intermediate cover thickness and presence of intermediate cell cover
- Ratio of refuse to cover soil
- Degree of compaction (i.e., loose, moderate, tight)
- Composition description (i.e., household, garden, commercial, demolition, sludge, medical, or other)
- Percent of refuse components (plastic, metal, yard waste, etc.)
- Note color and unusual odors or appearances
- Degree of decomposition
- Percent of moisture
- Approximate dates of refuse as an indicator (only) of dates of placement (i.e., newspaper, etc.)
- Refuse temperature
- Gas presence and relative pressure and temperature
- Presence of perched or free liquid
- Note elevations and observations of changes in refuse/soil/liquid conditions

**Add:**

## **SECTION 33511– PIPES, VALVES, AND PIPE FITTINGS**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION**

- A. Scope of Work: The CONTRACTOR shall supply all materials, equipment, and labor needed to install complete and make ready for use all pipe, pipe fittings, and valves as specified herein and as indicated on the Drawings.
- B. Related Work Described Elsewhere
  - 1. Section 02221 – Trenching, Bedding, and Backfill for Pipe
  - 2. Section 33217 – LFG Extraction Wells and Wellheads
  - 3. Section 33512 – LFG Header Isolation Valves

#### **1.02 SUBMITTALS**

- A. The CONTRACTOR shall prepare and submit to the ENGINEER, for review and approval prior to commencement of construction, certificates of compliance on materials furnished and manufacturer's brochures containing complete information and instructions pertaining to the storage, handling, installation, inspection, maintenance, and repair of each type of pipe, pipe fitting, and valve furnished.
- B. The CONTRACTOR shall prepare and submit Shop Drawings to the ENGINEER for review and approval. The Shop Drawings shall show the following:
  - 1. All dimensions, slopes, and invert elevations at connections to existing pipes.
  - 2. All tie-ins to the existing leachate collection system shall be field-verified and shown on the Shop Drawings. This shall include pipe size and burial depth at a minimum.
  - 3. Pipe Dimensions for each pipe size used:
    - a. Average outside diameter.
    - b. Average inside diameter.
    - c. Minimum average wall thickness.
  - 4. Each pipe and fitting size to be used.

#### **1.03 REFERENCE**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. Use of the most recent version is required.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1248	Standard Specification for Polyethylene Plastics Molding and Extrusion Materials
ASTM D 1784	Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
ASTM D 1785	Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
ASTM D 2321	Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and other gravity-flow applications.
ASTM D 2467	Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D 2513	Standard Specification for Thermoplastic Gas Pressure Pipe Tubing and Fittings
ASTM D 2564	Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems
ASTM D 2774	Standard Practice for Underground Installation of Thermoplastic Pressure Piping
ASTM D 2855	Standard Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings
ASTM D 3350	Standard Specification for Polyethylene Plastics Pipe and Fittings Materials

AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)

ANSI B 31.8	Code for Pressure Piping
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## **PART 2 - PRODUCTS**

### **2.01 FLEXIBLE PVC PIPE ON WELLHEADS**

- A. Flexible PVC pipe shall be as manufactured by Kanaflex Corporation, Compton, California (310-637-1616), Series 101-PS, or approved equal.
- B. Fasteners for flexible PVC pipe shall be Kanaflex 101-PS power lock clamps, or approved equal.

### **2.02 HIGH DENSITY POLYETHYLENE (HDPE) PIPE**

- A. General:
  - 1. All HDPE pipe and fittings 4-inch diameter and greater as indicated on the Drawings shall be Standard Dimension Ratio (SDR) 17 high density polyethylene pipe using a 3608 type resin or approved equal.
  - 2. Pipe shall be extruded from a Type III, Class C, Category 5, Grade P36 compound as described in ASTM D 1248. It shall be classified as cell 345464C according to ASTM D 3350 and have the material designation of PE 3408. The pipe shall be manufactured to meet the requirements of ASTM D 2513. Manufacturer's literature shall be adhered to when "manufacturer's recommendations" are specified. All pipe and fittings shall be provided by one manufacturer. Acceptable manufacturers include Performance Pipe (800-527-0662), or approved equal.
- B. HDPE Fittings
  - 1. Fittings shall be manufactured from polyethylene compound having cell classification equal to or exceeding the compound used in the pipe.
  - 2. All fittings 12 inches and smaller shall be molded, unless approved by the ENGINEER.
- C. All pipe and fittings must be supplied by the same manufacturer.

### **2.03 FLANGES FOR HDPE PIPE**

- A. Flanges for HDPE pipe shall be convoluted ductile iron back-up rings with a minimum thickness of 1-inch, as manufactured by Improved Piping Products, Inc. (800) 969-0962, or approved equal. Back-up rings shall be finished with blue primer, hot dipped galvanized, and epoxy coated.
- B. The studs, nuts, and washers for the flanges shall be hot dipped galvanized steel. Stainless steel bolts and nuts are not an acceptable alternative. All below grade studs, nuts, and washers shall be thoroughly coated with Polyken 1027 Primer, or rubberized emulsion undercoating spray, or approved substitute, with no gaps in coverage. Below grade flanges shall be wrapped in 5-mil polyethylene sheeting just after installation and prior to backfilling to help prevent corrosion.

- C. Flange gaskets shall be full-face Neoprene.

#### **2.04 PIPE MARKINGS**

All HDPE pipe shall be stamped by the manufacturer with the following information at five foot intervals:

- A. Manufacturer name or trademark
- B. Nominal pipe size
- C. Type of plastic (e.g., PE 3608)
- D. Standard dimension ration (SDR)
- E. ASTM designations (i.e., ASTM D 2513)

#### **2.05 VALVES**

- A. Valves shall be manufactured by Asahi-America, Inc. or approved equal.
- B. Back-up rings shall be finished with blue primer, hot dipped galvanized, and epoxy coated.
- C. All valves shall be complete with all necessary operators and other accessories or appurtenances which are required for the proper completion of the WORK. Operators and other accessories shall be sized and furnished by the valve supplier and factory mounted.
- D. Valves and operators shall be suitable for the exposure they are subject to, e.g., buried and landfill gas. Valves shall have all safety features required by OSHA.
- E. Unless otherwise shown, valves shall be the same size as the adjoining pipe.
- F. Valve position indicators shall be installed correctly to properly identify the valve position.
- G. Valve spacers shall be used for all valves 6 inches and larger.
- H. Header isolation valves shall be butterfly bubble tight, wafer design, with a PVC body, polypropylene disc, nitrile seats and seals, 316 SS valve stem, and compatible with a flat face flange. Valves shall be Asahi-America Type 56 series (12-inch) and Type 75 series (18-inch).
- I. Stem extensions shall be stainless steel in an epoxy coated carbon steel outer housing with a die cast aluminum alloy gear box assembly mounted on top and equipped with a removable manual operating wheel.

#### **2.06 PIPELINE LOCATOR/WARNING TAPE**

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

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

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

### **3.02 FIELD QUALITY CONTROL**

- A. Pipe may be rejected for failure to conform to the Specifications or for the following reasons:
  - 1. Fractures or cracks passing through pipe wall, except single crack not exceeding 2 inches in length at either end of the pipe which could be cut off and discarded. Pipes within one shipment shall be rejected if defects exist in more than 5 percent of shipment or delivery.
  - 2. Cracks sufficient to impair strength, durability or serviceability of pipe.
  - 3. Defects indicating improper proportioning, mixing, or molding.
  - 4. Damaged ends, where such damage prevents making a satisfactory joint.
  - 5. Scratches or gouges of depth greater than 10 percent of pipe wall thickness.
- B. Acceptance of fittings, stubs, or other specially fabricated pipe sections shall be based on visual inspection at job site and documentation of conformance to these Specifications.
- C. The ENGINEER shall be notified by CONTRACTOR prior to burial of pipe.
- D. The PROJECT MANAGER and ENGINEER reserve the right to require destructive testing of any fusion weld on HDPE pipe.

### **3.03 FLEXIBLE PVC PIPE CONNECTIONS**

Connections to pipe shall be made with clamps in accordance with manufacturer's step-by-step procedures and recommendations, and as approved by the ENGINEER.

### **3.04 HDPE PIPE HANDLING**

- A. HDPE pipe shall not be bent more than the minimum radius recommended by the manufacturer for type, grade, and SDR. Care shall be taken to avoid imposing strains that will overstress or buckle the HDPE piping or impose excessive stress on the joints.

B. Joining HDPE Pipe:

1. Only two methods shall be utilized to join HDPE pipe: heat fusion and mechanical joining.
  - a. Mechanical Joining shall be accomplished with HDPE flange adapters, neoprene gaskets, and ductile iron back-up flanges, and shall be used only where shown on the Drawings. Refer also to Part 3.09 for Test Failure of this Section.
  - b. Heat Fusion joints shall be made in accordance with manufacturer's step-by-step procedures and recommendations.
    - 1) Fusion equipment and a trained operator shall be provided by the CONTRACTOR. Pipe fusion equipment shall be of the size and nature to adequately weld all pipe sizes and fittings necessary to complete the project (refer to Part 2.10).
    - 2) Branch saddle fusions shall be made in accordance with manufacturer's recommendations and step-by-step procedures. Branch saddle fusion equipment shall be of the size to facilitate saddle fusion within the pipe trench.
    - 3) Heat fusion shall be performed outside of the trench whenever practical.
    - 4) Before heat fusing pipe, each length shall be inspected for the presence of dirt, sand, mud, shavings, and other debris, and any foreign material shall be completely removed.
    - 5) At the end of each day, all open ends of fused pipe shall be capped or otherwise covered.
    - 6) As per the manufacturer's instructions, no fusion shall be performed in precipitation unless a shelter is provided.

**3.05 HDPE PIPE INSTALLATION**

- A. Pipe installation shall comply with the requirements of ASTM D 2321, PPI TR-31/9-79, and the manufacturer's recommendations.
- B. Lengths of fused pipe to be handled as one segment shall not exceed 500 feet.
- C. The PROJECT MANAGER or the ENGINEER shall be notified prior to any pipe being installed in the trench in order to have an opportunity to inspect the following items:
  1. All butt and saddle fusions.
  2. Pipe integrity.

3. Trench excavation and bedding material for rocks and foreign material.
  4. Proper trench slope.
  5. Trench contour to ensure the pipe will have uniform and continuous support.
  6. Proposed backfill sand and soil.
- D. Any irregularities found by the ENGINEER during this inspection must be corrected before lowering the pipe into the trench. Pipe shall be allowed sufficient time to adjust to trench temperature prior to any testing, segment tie-ins, and/or backfilling.
- E. Tie-ins shall be made out of the trench whenever possible. When tie-ins are to be made in a trench, a bell hole shall be excavated large enough to ensure an adequate and safe work area.
- F. Below grade piping shall be marked with warning tape to be buried in the trench above the pipe as indicated on the Drawings.
- G. CONTRACTOR shall collect all pipe shavings and discard in a trash receptacle. Shavings shall not be left on the ground.
- H. All installed HDPE pipe shall be marked in 10-foot intervals corresponding to the stationing required for slope confirmation and conformance surveying. For main pipeline, station numbering shall be continuous and sequential. Station numbering shall be referenced in daily logs to document pipe installation progress.

### **3.06 FLANGED CONNECTIONS**

- A. For flanged connections in virgin soil, the CONTRACTOR shall wrap and tape the flanges and bolts in 5 mil polyethylene sheeting prior to backfilling to help protect the assembly from corrosion.
- B. Flanges shall be joined with hot dipped galvanized steel studs and nuts. Stud lengths shall accommodate the required distance between flanges including valve spacers, if necessary. Stainless steel studs and nuts are not an acceptable alternative.
- C. For flanged connections within the limits of refuse, all below grade back-up rings, studs, nuts and washers shall be thoroughly coated with Polyken Technologies 1027 Primer, or rubberized emulsion undercoating spray, or approved substitute.
- D. The CONTRACTOR shall wrap and tape the flanges and bolts in 5 mil polyethylene sheeting prior to backfilling.

### **3.07 PIPE SUPPORTS**

All piping and valves shall be supported in such a manner as to prevent any stress being transmitted between sections and connected equipment and appurtenances.

### 3.08 SEGMENT TESTING

- A. The HDPE laterals and connections to LFG header pipelines shall be subjected to pressure tests as described herein to detect any leaks in the piping. Testing shall be performed below grade (inside the trench). The CONTRACTOR shall accept the responsibility for locating, uncovering (if previously backfilled), and repairing any leaks detected during testing. **A standard HDPE pressure test protocol is attached as Attachment 33511 – 1 Pipe Pressure Test Data Log.**
- B. Polyethylene piping shall be butt welded together into testing segments. Segments shall be connected to a testing apparatus on one end and fitted with fusion-welded caps on all openings.
- C. The segment to be tested shall be allowed time to reach constant and/or ambient temperature before initiating the test.
- D. The test must be performed during a period when the pipe segment will be out of direct sunlight; i.e., early morning, late evening, or cloudy days. This will minimize the pressure changes which will occur during temperature fluctuations. No testing will be allowed during the middle of the day or when pipe segments are exposed to sunlight.
- E. The test pressure for LFG laterals and header shall be 10 psig. The test pressure for air supply and condensate/dewatering pipes shall be 100 psig.
- F. Pressure drop during the test shall not exceed one percent of the testing gauge pressure over a period of one hour. This pressure drop shall be corrected for temperature changes before determining pass or failure. (See Section 3.09 for test failures). The ENGINEER shall sign off on a test form to indicate test compliance.
- G. The ENGINEER shall be notified prior to commencement of the testing procedure and shall be present during the test.
- H. All equipment for this testing procedure, including an adequately sized air compressor, fittings, caps/pipe plugs, etc., shall be furnished by the CONTRACTOR. Other necessary equipment includes a flange adaptor with a steel or brass blind flange. Tapped and threaded into the blind flange will be a temperature gauge with a scale of 0 to 100 degrees C with 1-deg. intervals, a pressure gauge with a scale that spans the test pressure range with increments equal to 0.1 percent of the test pressure, an appropriate valve to facilitate an air compressor hose, and a ball valve to release pipe pressure at completion of test. Pipe reducers shall be utilized to adapt test flange to size of pipe being tested.

### 3.09 TEST FAILURE

- A. The following steps shall be performed when a pipe segment fails the one percent/one hour test described in Part 3.08 F, above.
  - 1. The pipe and all fusions shall be inspected for cracks, pinholes, or perforations.

2. All blocked risers and capped ends shall be inspected for leaks.
  3. Leaks shall be located and/or verified by applying a soapy water solution and observing soap bubble formation.
- B. All pipe and fused joint leaks shall be repaired by cutting out the leaking area and refusing the pipe.
- C. After all leaks are repaired, a retest shall be performed in accordance with Part 3.08.

### **3.10 TEST REPORTING**

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

### **Attachment 33511 – 1 Pipe Pressure Test Data Log**

**END OF SECTION**

## ATTACHMENT 33511

### HDPE PIPE PRESSURE TEST PROCEDURE

This protocol describes the method for testing the installation of HDPE pipelines and components using a low-pressure air test.

#### PROCEDURE

1. Isolate the section of HDPE pipe to be tested using fusion welded caps. Cap the ends of all branches, laterals, tees, wyes, and stubs included in the test to prevent air leakage. All caps shall be securely braced to prevent blowout.
2. Contractor shall install a temperature gauge, pressure gauge and fittings for connection of an air compressor hose and a ball valve to release the pressure at the completion of the test.
  - Temperature gauge shall have a range of 0 to 100 °C.
  - Pressure gauge shall have increments equal to 1% of the test pressure.

Contractor shall not install new holes in pipeline for the exclusive purpose of performing the air test. However, tapped holes shown on the Plans for items such as header isolation valve monitoring ports may be utilized.

3. Connect the hose to the inlet tap and portable air supply source. Add air slowly to the test section until the pressure inside the pipe reaches the required level as shown below:
  - LFG header, laterals and condensate dewatering discharge lines: 4 psig
  - Air supply line and leachate forcemain: 100 psig
4. Once pressurized and the pressure has stabilized, record the initial temperature (°C) and pressure of the air inside the pipe on the test report form.
5. Begin timing the test. At ten-minute intervals, record the temperature (°C) and pressure of the air inside the pipe on the test report form. Record this data for 6 intervals, until the total time equals 60 minutes.
6. For pipe segments that include an isolation valve, the pressure test must be performed to demonstrate the integrity of the valve. Contractor shall close the valve and perform pressure tests on the header segments on both sides of the valve. This will serve to identify if the valve is airtight.

## CALCULATIONS

In order to determine if the section of pipe tested is acceptable, the following calculations must be made.

1. Calculate the final theoretical pressure.

$$P_{\text{final, theoretical}} (\text{psi}) = \frac{[P_{\text{initial}} (\text{psi}) + 14.7] * [T_{\text{final}} (\text{°C}) + 273]}{T_{\text{initial}} (\text{°C}) + 273}$$

where,

$P_{\text{final, theoretical}} (\text{psi})$  = the theoretical acceptable gauge air pressure in the pipe at the end of the 10 min. interval

$P_{\text{initial}} (\text{psi})$  = the gauge air pressure in the pipe at the start of the 10 min. interval

$T_{\text{initial}} (\text{°C})$  = the air temperature in the pipe at the beginning of the 10 min. interval

$T_{\text{final}} (\text{°C})$  = the air temperature in the pipe at the end of the 10 min. interval

2. Calculate the gauge pressure ( $P_c$ ) corrected for the temperature at the end of the 10-minute interval using the following equation and the value for  $P_{\text{final, theoretical}}$  calculated above:

$$P_c = P_{\text{final, theol}} (\text{psi}) - 14.7 \text{ psi}$$

3. Calculate the actual Percent Pressure Drop using the following equation:

$$\text{Percent Pressure Drop} = \frac{P_c - P_{\text{f, actual}}}{P_c} * 100\%$$

where,

$P_{\text{f, actual}}$  = the final gauge pressure in the pipe at the end of the interval

4. If the percent pressure drop is less than or equal to 1%, the pipe segment passes for that particular interval. If the percent pressure drop is greater than 1%, then the following steps shall be performed.

- a) All blocked risers and capped ends shall be inspected for leaks.

- b) The pipe and all fusions in the section tested shall be inspected for cracks, pinholes, or perforations.
  - c) Air pressure leaks shall be located and/or verified by applying a soapy water solution and observing soap bubble formation.
  - d) All confirmed pipe and joint leaks shall be repaired by cutting out the leaking area and rewelding the pipe.
  - e) After all leaks are repaired, a retest shall be performed. This process shall be repeated until a successful test is achieved.
5. Each test (passed or failed) shall be reported in writing.
6. For each test failure, Inspector shall note the following:
- a) Location of failure segment
  - b) nature of leaks
  - c) Repairs performed
  - d) Results of test

Upon completion of the test, open the ball valve and allow air to escape. Caps must not be removed until air pressure in all of the test sections has been reduced to atmospheric pressure.

**DATA LOG**

**DATE:** \_\_\_\_\_

**PROJECT NAME/NO:** \_\_\_\_\_

**TIME:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**PERSON PERFORMING TEST:** \_\_\_\_\_

**OWNER REPRESENTATIVE:** \_\_\_\_\_

**DESCRIPTION/LOCATION OF TEST SEGMENT:** \_\_\_\_\_

Interval #	Time (min)	T <sub>initial</sub> (°C)	T <sub>final</sub> (°C)	P <sub>g, initial</sub> (in-H <sub>2</sub> O)	P <sub>i, absolute</sub> (in-H <sub>2</sub> O)	P <sub>theoretical</sub> * (in-H <sub>2</sub> O)	P <sub>c</sub> * (in-H <sub>2</sub> O)	P <sub>f, actual</sub> (in-H <sub>2</sub> O)	% Pressure Drop*	Retest?
1	10									
2	20									
3	30									
4	40									
5	50									
6	60									

\* See equations in procedure

PIPE SIZE: \_\_\_\_\_

SDR: \_\_\_\_\_

LENGTH: \_\_\_\_\_

**DESCRIPTION/NATURE OF LEAKS & REPAIRS OF RETEST SEGMENT:**

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

**Add:**

## **SECTION 33512 – LFG HEADER ISOLATION VALVES**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION**

- A. Scope of Work: The CONTRACTOR shall provide all materials, equipment, and labor needed to install complete and ready-for-use all header isolation valves as specified herein and as indicated on the Plans.
- B. Related Work Described Elsewhere
  - 1. Section 33511: Pipes, Valves, and Pipe Fittings

#### **1.02 SUBMITTALS**

The CONTRACTOR shall prepare and submit to the ENGINEER, for review and approval, certificates of compliance on materials furnished and manufacturer's brochures containing complete information and instructions pertaining to the storage, handling, installation, inspection, maintenance, operation, and repair of each type of valve furnished. Shop drawings shall be submitted for butterfly valve assemblies requiring spacers per paragraph 3.01 B of this Section.

### **PART 2 - MATERIALS**

#### **2.01 BUTTERFLY VALVES**

- A. All valves shall be complete with all necessary operators, actuators, handwheels, extension stems, worm gear operators, operating nuts, wrenches, and other accessories or appurtenances which are required for the proper completion of the Work. Operators and other accessories shall be sized and furnished by the valve supplier and factory mounted.
- B. Valves shall be suitable for the intended service. Renewable parts including discs, packing, and seats shall be of types recommended by valve manufacturer for intended service, but not of a lower quality than specified herein.
- C. Valves and operators shall be suitable for burial within a landfill.
- D. Unless otherwise shown, valves shall be the same size as the adjoining pipe.
- E. Header isolation valves shall be butterfly bubble tight, wafer design, with a PVC body, polypropylene disc, nitrile seats and seals, 316 SS valve stem, and compatible with a flat face flange. Valves shall be Asahi-America Type 56 series (12-inch) and Type 75 series (18-inch).

- F. Stem extensions shall be stainless steel in an epoxy coated carbon steel outer housing with a diecast aluminum alloy gear box assembly mounted on top and equipped with a removable manual operating wheel.

## **2.02 MONITORING PORTS**

Monitoring ports shall be installed at each isolation valve and shall include the following items, or approved substitutes. Monitoring hose shall be stainless steel with outer braid Swagelok (407-894-7191) flexible metal hose, part no. SS-FM4PM4PF4, of adequate length to extend above grade as shown on the Plans. The male NPT end shall be threaded into the top of the header. Sampling end shall have a ¼-inch NPT polypropylene male barb port by Parker P4MCB4 tubing barb with a McMaster-Carr 9753K38 vinyl cap, or approved equal. The hose shall be secured to the valve stem inner boring by stainless steel brackets.

## **2.03 IDENTIFICATION TAGS**

- A. CONTRACTOR shall supply and affix to each valve an adhesive sticker marked with pre-printed letters designating the valve number (e.g., V-3, V-4, V-5, etc.). Tags shall not be marked with pen or marker.
- B. Tags shall be yellow adhesive sticker with black lettering. The sticker shall contain the following information: valve point ID, and the words “Manatee County Lena Road Landfill”.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. Valves shall be installed in accordance with the manufacturer’s recommendations and the following:
  - 1. Butterfly valves shall be installed between two flanges as shown on the Drawings; care shall be taken to avoid stripping studs when tightening.
  - 2. Flanges shall be joined with hot dipped galvanized steel studs and nuts. Stud lengths shall accommodate the required distance between flanges including spacers, if necessary. Stainless steel studs and nuts are not acceptable substitutes.
  - 3. All below grade back-up rings, studs, nuts and washers shall be thoroughly coated with Polyken Technologies 1027 Primer (508-261-6200), or rubberized emulsion undercoating spray, or approved substitute. There shall be no “holidays”, or areas where the coating is not completely applied.
  - 4. The CONTRACTOR shall wrap and tape the valve, flanges, and bolts in 5 mil polyethylene sheeting prior to backfilling.
- B. Flanged butterfly valves may require spacers between the flange adapters and the valve body in order to allow full travel of the internal disk. If spacers are

necessary for any butterfly valve, the CONTRACTOR shall install valve spacers subject to approval by the ENGINEER.

**END OF SECTION**

CONSTRUCTION AGREEMENT

*for*

STIPULATED SUM

*between*

MANATEE COUNTY (AS OWNER)

*and*

\_\_\_\_\_ (AS CONTRACTOR)

Agreement #: XX-XXXXXX

**CONSTRUCTION AGREEMENT FOR  
STIPULATED SUM  
Solicitation Title**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and registered and licensed to do business in the State of Florida (license # \_\_\_\_\_), referred to herein as “Contractor.”

**WHEREAS**, the Owner intends to construct [XXXXXXXXXXXXXXXXXXXXXXXXXXXX], the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

**WHEREAS**, in response to Owner’s Invitation for Bid No. XX-XXXX-XX (the “IFB”), Contractor has submitted its Bid (the “Contractor’s Bid”) to provide the aforementioned construction services.

**NOW THEREFORE**, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

**1. Contract Documents.** The Contract Documents consist of this Agreement and attached Exhibits, the attached General Conditions of the Construction Agreement, Supplementary Conditions (if any), Special Conditions (if any), Drawings (the titles of which are attached hereto as Exhibit A), Specifications (the titles of which are attached hereto as Exhibit B), Addenda issued prior to execution of this Agreement, the Invitation for Bid (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications), any interpretations issued pursuant to the Invitation for Bid, the Contractor’s Bid, permits, notice of intent to award, Notice to Proceed, purchase order(s), any other documents listed in this Agreement, and Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement. These form the Agreement, and are as fully a part of the Agreement as if attached or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. No other documents shall be considered Contract Documents.

**2. Work.** The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**3. Date of Commencement and Substantial Completion.**

A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

B. Contract Time. The Contract Time shall be measured from the date of commencement.

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than \_\_\_ days from the date of commencement, or as follows:

<b>Portion of Work</b>	<b>Substantial Completion Date</b>
------------------------	------------------------------------

subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$\_\_\_\_\_ per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

**4. Contract Sum.**

A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \_\_\_\_\_ Dollars and Zero Cents (\$\_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. *(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

**5. Payments.**

A. Progress Payments.

(1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

- (2) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- (3) Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.
- (4) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (5) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
  - ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts, less retainage of ten percent (10.00%);
  - iii. Subtract the aggregate of previous payments made by the Owner; and
  - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:

- i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
- ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.

(8) Reduction or limitation of retainage, if any, shall be as follows:

Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment.

(9) Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

(1) The Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and

(2) A final Application for Payment has been approved by the Architect/Engineer.

## **6. Termination or Suspension.**

A. Termination. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.

B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

## **7. Other Provisions.**

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Contractor within fourteen (14) days.

E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.

F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Contractor. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.

G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

H. Governing Provisions; Conflicts. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

I. E-Verify. The Contractor's employment of unauthorized aliens is a violation of Section 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of all Subcontractors.

**8. Insurance and Bonding.** If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for

the Contract Sum, within ten (\_\_\_) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

**9. Independent Contractor.** The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

**10. Entire Agreement.** This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the parties.

**11. Amendments; Waivers; Assignment.**

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

**12. Validity.** Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

**13. Covenant To Defend.** Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

**14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

**15. Construction.**

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

B. Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**16. Severability.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**17. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

**18. Attorney’s Fees and Costs.** In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney’s fees and costs.

**19. Notices.** All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:

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

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

To the Contractor:

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

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

**20. Exhibits.** Exhibits to this Agreement are as follows:

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

- 1—Application for Payment
- 2—Certificate of Substantial Completion
- 3—Final Reconciliation / Warranty / Affidavit
- 4—Change Order
- 5—Public Construction Bond Form

***WHEREFORE, the parties hereto have executed this Agreement as of the date last executed below.***

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**MANATEE COUNTY**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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GENERAL CONDITIONS  
*of the*  
CONSTRUCTION AGREEMENT

**GENERAL CONDITIONS**  
**ARTICLE I**  
**DEFINITIONS**

**1.1 Definitions.** For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: \_\_\_\_\_, a \_\_\_\_\_ corporation, registered and licensed to do business in the State of Florida.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. 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.

F. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents.

I. Construction Team: The working team established pursuant to Section 2.1.B.

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term “Work”, referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner’s approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. 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 a 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.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner’s contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. 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.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: Manatee County, a political subdivision of the State of Florida.

V. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

GG. 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.

HH. Procurement Ordinance: The Manatee County Procurement Code, Chapter 2-26 of the Manatee County Code of Laws, as amended from time to time.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

LL. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Substitute: Materials or equipment offered by the Contractor as an alternative to that set forth in the Project Plans and Specifications, where (i) the Project Plans and Specifications do not authorize an "approved equal", or (ii) the Owner, in its reasonable discretion, determines that a pre-authorized "approved equal" will result in a substantial change to the Work because of cost, quality or other difference in comparison to the materials or equipment specified.

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

OO. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

PP. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

## **ARTICLE II RELATIONSHIP AND RESPONSIBILITIES**

**2.1 Relationship between Contractor and Owner.** The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum). The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

**2.2 General Contractor Responsibilities.** In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

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

**2.3 Project Schedule.** The Contractor, within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the

extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

- A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.
- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

**2.4 Construction Services.** The Contractor shall provide the following Construction Services:

- A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms

of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid (or Request for Proposal) and the Bid (or Guaranteed Maximum Price Addendum).

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means, methods, techniques, sequences and procedures of construction. In the event that a specific means, method, technique, sequence or procedure of construction is required by the Contract Documents, the Contractor may utilize an alternative means, method, technique, sequence or procedure acceptable to the Architect/Engineer if the Contractor submits sufficient information to allow the Architect/Engineer to determine that the alternative is equivalent to that required by the Contract Documents.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner

design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional 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, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Contractor.

N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Contractor shall comply with 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:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;
- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- (3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement 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 for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special

instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For Substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed Substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provision of such Substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed Substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed Substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. In the event that Substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

- (1) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed Substitute. Architect/Engineer will be the sole judge of acceptability and no Substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any Substitute.
- (2) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed Substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the Substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, 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 shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute

the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid (or Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Contractor, in the course of the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

U. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and

located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).

- (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.
- (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.
- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.
- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

- (1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each

Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.

- (2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. For Changes in the Work that result in an increase in the Contract Sum, Owner reserves the right to require the Contractor to secure and deliver additive riders to the Payment and Performance Bond.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

- (1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The

cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.

- (2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.
- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.
- (4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, so as to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

- (1) The Contractor shall provide each of the following as a part of its services hereunder:
  - (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
  - (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
  - (c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
  - (d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;
  - (e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;
  - (f) Provide a quality control program as provided under Section 2.4.C above;
  - (g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;

- (h) Provide for travel to and from its home office to the Project Site and to those other places within Manatee County as required by the Project;
- (i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
- (j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;
- (k) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;
- (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
- (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
- (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
- (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
- (p) Cooperate with Owner in the administration of grants.

- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
  - (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
  - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work 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.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- (1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any

costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.

- (2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.
- (3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

### **ARTICLE III COMPENSATION**

**3.1 Compensation.** The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

- (1) In the case of Unit Price Work, in accordance with Section 3.1.C, below;  
or
- (2) By mutual acceptance of lump sum; or
- (3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of Work; and
- (3) If Contractor believes that it has incurred additional expense as a result thereof; or
- (4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
- (5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

**3.2 Schedule of Compensation.** All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not

incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

**3.3 Invoice and Payment.** All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of

management, supervision and data processing staff, job office equipment and supplies, and other similar items.

## **ARTICLE IV SUBCONTRACTORS**

**4.1 Subcontracts.** At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

**4.2 Relationship and Responsibilities.** Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

**4.3 Payments to Subcontractors; Monthly Statements.** The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance

personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

**4.4 Responsibility for Subcontractors.** As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

**4.5 Contingent Assignment of Subcontracts.** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

- (1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- (2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE V CHANGES IN WORK**

**5.1 General.** Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

**5.2 Minor Changes in the Work.** The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or

extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

**5.3 Emergencies.** In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

**5.4 Concealed Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

**5.5 Hazardous Materials.** In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day

period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

## **5.6 Change Orders; Adjustments to Contract Sum.**

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

**5.7 Unit Prices.** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and Contract Sum shall be equitably adjusted.

**5.8 Owner-Initiated Changes.** Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

**5.9 Unauthorized Work.** Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

**5.10 Defective Work.** Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

**5.11 Estimates for Changes.** At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

**5.12 Form of Proposed Changes.** The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

**5.13 Changes to Contract Time.** The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

## **ARTICLE VI ROLE OF ARCHITECT/ENGINEER**

### **6.1 General.**

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified

as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

**6.2 Administration.** The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. Reporting. On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**6.3 Interpretation of Project Plans and Specifications.** The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

**6.4 Rejection of Non-Conforming Work.** Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

**6.5 Correction of Work.** The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

**6.6 Timely Performance of Architect/Engineer.** The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. In the event that Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

## **ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES**

**7.1 Project Site; Title.** The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

**7.2 Project Plans and Specifications; Architect/Engineer.** The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent

and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

**7.3 Surveys; Soil Tests and Other Project Site Information.** Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

**7.4 Information; Communication; Coordination.** The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or

otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

**7.5 Governmental Body.** The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

**7.6 Pre-Completion Acceptance.** The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

**7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.**

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.
- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

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

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- (3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- (4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;

- (6) Authorize Owner to occupy the project in whole or in part; or
- (7) Participate in specialized field or laboratory tests.

**ARTICLE VIII  
RESOLUTION OF DISAGREEMENTS;  
CLAIMS FOR COMPENSATION**

**8.1 Owner to Decide Disputes.** The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

**8.2 Finality.** The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

**8.3 No Damages for Delay.** If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

**8.4 Permitted Claims Procedure.** Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

**8.5 Contract Claims and Disputes.** After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code of Laws, subject to an administrative hearing process as provided in Section 2-26-64. The decision of the Board of County Commissioners in accordance with Section 2-26-64 of the Manatee County Code of Laws shall be the final and conclusive County decision subject to exclusive judicial review in circuit court by a petition for certiorari.

**8.6 Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

## **ARTICLE IX INDEMNITY**

### **9.1 Indemnity.**

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**9.2 Duty to Defend.** The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

## **ARTICLE X ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS**

**10.1 Accounting Records.** Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

**10.2 Inspection and Audit.** The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

**10.3 Access.** The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

**10.4 Ownership of Documents.** Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor under the Contract Documents shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

## **ARTICLE XI PUBLIC CONTRACT LAWS**

### **11.1 Equal Opportunity Employment.**

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

**11.2 Immigration Reform and Control Act of 1986.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

**11.3 No Conflict of Interest.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

A. No Interest in Business Activity. By accepting award of this Agreement, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of this Agreement, the County Administrator or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

**11.4 Truth in Negotiations.** By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

**11.5 Public Entity Crimes.** The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

**ARTICLE XII**  
**FORCE MAJEURE, FIRE OR OTHER CASUALTY**

**12.1 Force Majeure.**

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

**12.2 Casualty; Actions by Owner and Contractor.** During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such

damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

**12.3 Approval of Plans and Specifications.** The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

**12.4 Notice of Loss or Damage.** The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

## **ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS**

**13.1 Representations and Warranties of Contractor.** The Contractor represents and warrants to the Owner that each of the following statements is presently true and accurate:

A. The Contractor is a construction company, organized under the laws of the State of \_\_\_\_\_, authorized to transact business in the State of Florida, with \_\_\_\_\_ as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner,

representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may 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 and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and

replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

**13.2 Representations of the Owner.** To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue

to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

## **ARTICLE XIV TERMINATION AND SUSPENSION**

**14.1 Termination for Cause by Owner.** This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of his obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor as a result of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period

the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project Site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project Site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

**14.2 Termination without Cause by Owner.** The Owner, through its County Administrator or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

**14.3 Suspension without Cause.** Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

**14.4 Termination Based Upon Abandonment, Casualty or Force Majeure.** If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

**14.5 Vacation of Project Site; Delivery of Documents.** Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

**14.6 Termination by the Contractor.** If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

Exhibit A  
Title(s) of Drawings

Exhibit B  
Title(s) of Specifications

Exhibit C  
Affidavit of No Conflict

Exhibit D  
Contractor's Certificate(s) of Insurance

Exhibit E  
Contractor's Payment and Performance Bond

Exhibit F  
Standard Forms