



**INVITATION FOR BID
IFB #17-0511CB
Master Lift Station Tideview 4 Emergency Generator Replacement**

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: **1:00 PM on March 8, 2017** at the **1112 Manatee Avenue West, Ste. 803, Bradenton, FL 34205**. Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: **10:00 AM on March 15, 2017**
Reference Bid Article A.06

BID OPENING TIME AND DATE DUE: **3:00 PM on March 22, 2017**

FOR INFORMATION CONTACT:

Charles Bentley, Buyer
(941) 749-3036
charles.bentley@mymanatee.org
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 #17-0511CB MLS Tideview 4 Emergency Generator Replacement"** 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 #17-0511CB MLS Tideview 4 Emergency Generator
Replacement

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. 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.myanatee.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, 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. 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

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 by checking the appropriate box on the bid form. 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@manateeclerk.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 generally includes the replacement of an emergency generator, day tank, exhaust louvers, and other related work at Master Lift Station (MLS) Tideview 4, 1355 41st Avenue in Ellenton, Florida in accordance with these bid documents. The Contractor shall furnish all drawings, labor, materials, equipment, tools, services, and incidentals necessary for the proper completion off all the work. The Contractor shall perform the work complete, in place and ready for continuous service including any repairs, replacements, or restoration required as a result of damages caused prior to acceptance by the County.

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. One bid shall be considered, **based** on 240 **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 **\$1,074.00** per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the 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 General Contractor or an Electrical 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 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 Owner's satisfaction within the prescribed time. **NOTE: Inspection of the site is a pre-requisite to be considered for award of this bid.**

In evaluating bids, Owner 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. Owner 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 Purchasing Division and open to the public.

END OF SECTION C

SECTION D

INSURANCE AND BONDING REQUIREMENTS

The successful bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has 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):

Insurance / Bond Type	Required Limits
1. ☒ Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>1,000,000</u> each occurrence <i>This policy shall contain severability of interests' provisions.</i>
2. ☒ Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
3. ☒ Employer's Liability:	\$ <u>100,000</u> single limit per occurrence
4. ☒ Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
5. ☐ Other Insurance, as noted:	a. ☐ 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. b. ☐ Installation Floater \$ _____ If the resulting Agreement does not 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 "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). c. ☐ Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the completion of the Work.

Insurance / Bond Type	Required Limits
	d. ☐ Pollution \$ _____ per occurrence e. ☐ Professional Liability \$ _____ per claim and in the aggregate • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate f. ☐ Project Professional Liability \$ _____ per occurrence g. ☐ Property Insurance \$ _____ If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). <i>To the extent that property damage is covered by commercial insurance, Owner and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</i> h. ☐ U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work. i. ☐ Valuable Papers Insurance \$ _____ per occurrence j. ☐ Watercraft \$ _____ per occurrence
6. ☒ Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. ☒ Payment and Performance Bond:	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount.

Reviewed by Risk: Shirley D. Keating

INSURANCE REQUIREMENTS

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful bidder has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful bidder must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be successful bidder's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful bidder for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful bidder or successful bidder's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

Waiver of Subrogation. Owner and successful bidder waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The successful bidder and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Worker's Compensation Insurance. The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.

- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it must comply with the following:
1. The "Certificate Holder" shall be:
**Manatee County
Board of County Commissioners
Bradenton, FL
IFB# 17-0511CB, MLS Tideview 4 Emergency Generator Replacement
For any and all work performed on behalf of Manatee County.**
 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Charles Bentley, Buyer**

BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a bid to this IFB, the bidder agrees should the bidder's 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 Owner enters into an Agreement with a bidder, or if Owner 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 Owner, 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 Owner 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.

Surety of such 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 Owner. 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 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 Purchasing Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, Owner 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 Owner. 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. Owner may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB. If another bidder is accepted, and notice given within ninety (90) days after the opening of the bids, this Acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of Owner 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 Owner, thereafter, to enforce those provisions.

BIDDER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this IFB and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Bidder Name: _____ Date: _____

Bidder's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your bid.

BID FORM
(Submit in Triplicate)

For: IFB#17-0511CB
MLS Tideview 4 Emergency Generator Replacement
Project No.: 6060785

Total Offer: _____

Based on a completion time of 240 calendar days

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: _____

BID FORM

(Submit in Triplicate)

Master Lift Station Tideview 4 Emergency Generator Replacement**Bid Based on Completion Time of 240 Calendar Days**

ITEM NO.	DESCRIPTION	UNITS	QTY.	BID PRICE PER UNIT (\$)	TOTAL BID PRICE (\$)
1	Mobilization	LS	1	\$	\$
2	Demolition of Existing Generator and Appurtenances	LS	1	\$	\$
3	Furnish and Install 350 KW Generator with Sub-Base Fuel Tank and Walk-In Enclosure	LS	1	\$	\$
4	Furnish and Install Automatic Transfer Switch and Electrical Modifications	LS	1	\$	\$
5	Building Repairs, Equipment Slab, Site Restoration	LS	1	\$	\$
	TOTAL BASE BID - Based on Completion Time of 240 Calendar Days				\$
6	CONTRACT CONTINGENCY WORK (USED ONLY WITH COUNTY APPROVAL)		10% OF TOTAL BASE BID	\$	\$
	TOTAL OFFER with Contract Contingency - Based on Completion Time of 240 Calendar Days				\$

Bidder Name: _____

Authorized Signature: _____

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.: #17-0511CB

BID TITLE: MLS Tideview 4 Emergency Generator Replacement

Bid Location: 1355 41st Avenue, Ellenton, FL 34222

Project No: 6060785

DUE DATE/TIME: March 22, 2017, 3:00pm

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.

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

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

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

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

BIDDER: _____

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

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

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

15. 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 #17-0511CB MLS Tideview 4 Emergency Generator Replacement**
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

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

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

CONTRACT DOCUMENTS

FOR

MLS Tideview 4 (RTU #533) Emergency Generator Replacement

PROJECT # 6060785

November 2016

PROJECT OWNER:

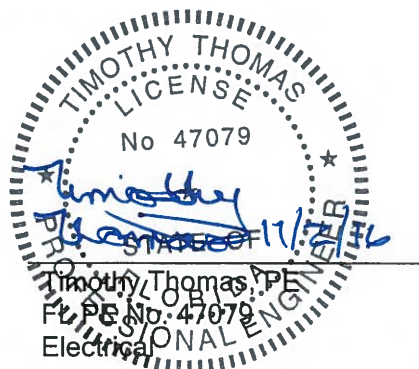
County of Manatee, Florida
c/o Manatee County Purchasing Division
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 748-4501

PREPARED BY:

Cardno
380 Park Place Boulevard
Suite 300
Clearwater, Florida 33759
(727) 531-3505
Certificate of Authorization No. 29915



Kelly S. Wehner
FL PE No. 60273
Civil and Mechanical



Timothy Thomas, PE
FL PE No. 47079
Electrical

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This specification includes by reference the Manatee County Public Works Standards, Part I Utilities Standards Manual approved June 2015.

SECTION 00800 SUPPLEMENTAL TECHNICAL SPECIFICATIONS

These supplemental technical specifications provide additional information and modify the Manatee County Infrastructure Engineering Standard Specifications. Unless noted herein, all conditions of the Standard Specifications apply.

GENERAL

- A. The Contractor shall maintain flows to/from the station at all times during construction. The Contractor shall utilize a generator large enough to operate the station, which will work with the existing generator receptacle, bypass pumps, or a combination of both. The portable generator shall be connected to the emergency generator receptacle indicated in the Drawings, and shall be temporarily connected to the SCADA system during construction. The Contractor shall provide the fuel when utilizing a portable generator.
- B. The Engineer has relied upon the following materials testing information that can be found in **Appendix A**. The Contractor is advised that the reports are for general information purposes only.

Lead Based Paint Screening at MLS Tideview 4 Lift Station Located at 1355 41st Avenue in Ellenton, Florida

Dated: November 20, 2015

By: Greenfield Environmental, Inc.

Pre-Renovation Asbestos Survey at MLS Tideview 4 Lift Station Located at 1355 41st Avenue in Ellenton, Florida

Dated: November 20, 2015

By: Greenfield Environmental, Inc.

- C. All work associated with removal of asbestos cement materials and appurtenances shall be performed in accordance with the standards listed within the Contract Documents and all other applicable local, State, or Federal standards.
- D. The Contractor shall install a 10 lb. fire extinguisher rated for A, B and C Class fires in an appropriate corrosion-proof / waterproof box mounted on the outside of the MLS building in a location approved by the County.
- E. Installation of the diesel fuel tank shall comply with NFPA 37, Stationary Engines and Gas Turbines, NFPA 70, National Electric Code, NFPA 101, Life Safety Code and NFPA 110, Emergency Standby Power Systems.
- F. A placard indicating fuel type shall be placed on the generator fuel tank.
- G. A "No Smoking" sign shall be installed and visible on the side of the generator fuel tank.
- H. A building permit application will be submitted to the County for the project. The Contractor shall provide the County building department the remaining information and fees for release of the permit. The remaining fees are estimated to be \$200.00.
- I. It is the responsibility of the general contractor to insure all subcontractors pull the required permits for which they were hired and perform the work in compliance with all codes.

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01005 GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE AND INTENT

A. Description

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

B. Work Included

The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, shop drawings, working drawings and other means of construction necessary or proper for performing and completing the work. He shall obtain and pay for all required permits necessary for the work, other than those permits such as the 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 or preparation of materials. Upon receipt of such notice, the County will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or he will notify the Contractor that inspection will be waived. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the

Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture

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

E. Shop Tests of Operating Equipment

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

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

F. Preliminary Field Tests

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

G. Final Field Tests

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

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

H. Failure of Tests

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

In case the County rejects any materials and equipment, then the Contractor shall replace the rejected materials and equipment within a reasonable time. If he fails to do so, the County may, after the expiration of a period of thirty (30) calendar days after giving him

notice in writing, proceed to replace such rejected materials and equipment, and the cost thereof shall be deducted from any compensation due or which may become due the Contractor under his Contract.

I. Final Inspection

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

1.05 TEMPORARY STRUCTURES

A. Temporary Fences

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

1.06 TEMPORARY SERVICES

A. First Aid

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

1.07 LINES AND GRADES

A. Grade

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

B. Safeguarding Marks

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

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

C. Datum Plane

All elevations indicated or specified refer to the Mean Sea Level Datum of the 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 work included in this contract consists of furnishing and installing a 350 KW emergency generator at Master Lift Station (MLS) Tideview 4, with a sub-base fuel tank and manufacturer-provided sound attenuation enclosure, automatic transfer switch, associated electrical work, concrete platform and aluminum stairs; removal and disposal of the existing generator, day tank, and exhaust louvers; and replacement of the louvers with masonry block to match existing building exterior. During construction, a 340 KW (minimum) temporary generator shall be provided and connected to the existing emergency generator receptacle at the site.
- 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 01030 SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 PERMITS

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

1.02 CONNECTIONS TO EXISTING SYSTEM

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

1.03 RELOCATIONS

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

1.04 EXISTING UNDERGROUND PIPING, STRUCTURES AND UTILITIES

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

against damage. Any existing utilities damaged in any way by the Contractor shall be restored or replaced by the Contractor at his expense as directed by the County.

- F. It is intended that wherever existing utilities such as water, sewer, gas, telephone, electrical, or other service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated in the Drawings. However, when in the opinion of the County this procedure is not feasible, he may direct the use of fittings for a utilities crossing as detailed on the Drawings. No deflections will be allowed in gravity sanitary sewer lines or in existing storm sewer lines.

1.05 SUSPENSION OF WORK DUE TO WEATHER

Refer to FDOT Standards and Specifications Book, Section 8.

1.06 HURRICANE PREPAREDNESS PLAN

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

1.07 POWER SUPPLY

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

1.08 SALVAGE

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

1.09 DEWATERING

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

1.10 ADDITIONAL PROVISIONS

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

1.11 CONSTRUCTION CONDITIONS

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

1.12 PUBLIC NUISANCE

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

1.13 WARRANTIES

- A. All material supplied under these Specifications shall be warranted by the Contractor and the manufacturers for a period of three (3) years. Warranty period shall commence on the date of County acceptance.
- B. The material shall be warranted to be free from defects in workmanship, design and materials. If any part of the system should fail during the warranty period, it shall be replaced at no expense to the County. All material and installation costs shall be 100% borne by the Contractor.
- C. The manufacturer's warranty period shall run concurrently with the Contractor's warranty or guarantee period. No exception to this provision shall be allowed. The Contractor shall be responsible for obtaining warranties from each of the respective suppliers or manufacturers for all the material specified under these contract specifications,
- D. In the event that the manufacturer is unwilling to provide a three-year warranty commencing at the time of County acceptance, the Contractor shall obtain from the manufacturer a four (4) year warranty starting at the time of equipment delivery to the job site. This four-year warranty shall not relieve the Contractor of the three-year warranty starting at the time of County acceptance of the equipment.

1.14 FUEL STORAGE & FILLING

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01045 CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall be responsible for all cutting, fitting and patching, including excavation and backfill, required to complete the work or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.
 - 5. Provide penetrations of non-structural surfaces for installation of piping and electrical conduit.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

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

3.02 PREPARATION

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

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Fit and adjust products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

- D. Restore work which has been cut or removed; install new products to provide completed work in accordance with the requirements of the Contract Documents.
- E. Replace surfaces airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes.

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 01090 REFERENCE STANDARDS

PART 1 GENERAL

1.01 REQUIREMENTS

Abbreviations and acronyms used in Contract Documents to identify reference standards.

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

1.03 ABBREVIATIONS, NAMES AND ADDRESSES OR ORGANIZATIONS

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

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AASHTO	American Association of State Highway and Transportation Officials 444 North Capital Street, N.W. Washington, DC 20001
ACI	American Concrete Institute Box 19150 Reford Station Detroit, MI 48219
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AISC	American Institute of Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16th Street NW Washington, DC 20036
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 179I Tullie Circle, N.E. Atlanta, GA 30329
ASME	American Society of Mechanical Engineers 345 East 47th Street

New York, NY 10017

ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
AWS	American Welding Society 2501 N.W. 7th Street Miami, FL 33125
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street, Suite 2110 Chicago, IL 60601
FDEP	Florida Department of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, Florida 32399
FDOT	Florida Department of Transportation Standards Specifications for Road and Bridge Construction Maps & Publication Sales - Mail Station 12 605 Suwannee St. Tallahassee, FL 32399-0450
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
MCPW UTIL STD	Manatee County Utility Engineering 4410-B 66th St. W. Bradenton, FL 34210
MLSFA	Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601
MMA	Monorail Manufacturer's Association 1326 Freeport Road Pittsburgh, PA 15238
NAAMM	National Association of Architectural Metal Manufacturers 221 North LaSalle Street Chicago, IL 60601
NEMA	National Electrical Manufacturer's Assoc. 2101 L Street N.W. Washington, DC 20037
OHSA	Occupational Safety and Health Assoc.

5807 Breckenridge Pkwy., Suite A
Tampa, FL 33610-4249

PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 20076
PCI	Prestressed Concrete Institute 20 North Wacker Drive Chicago, IL 60606
SDI	Steel Door Institute 712 Lakewood Center North Cleveland, OH 44107
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association 8224 Old Court House Road Vienna, VA 22180
SSPC	Steel Structures Painting Council 402 24 th Street, Suite 600 Pittsburgh, PA 15213
SWFWMD	Southwest Florida Water Management District 2379 Broad Street Brooksville, FL 34604-6899
UL	Underwriter's Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01150 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

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

1.02 ESTIMATED QUANTITIES

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 NO. 1 - MOBILIZATION

Measurement and payment for this Bid Item shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, all required insurance for the project and the Contractor's mobilization and demobilization costs as shown in the Bid Form. Mobilization includes, but it not limited to: preparation and movement of personnel, equipment, supplies and incidentals such as safety and sanitary supplies/facilities. Payment for mobilization shall not exceed 10 percent (10%) of the total Contract cost unless the Contractor can prove to the County that his actual mobilization cost exceeds 10 percent (10%).

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

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

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

BID ITEM NO. 2 - DEMOLITION OF EXISTING GENERATOR, ABOVEGROUND FUEL TANK, AND APPURTENANCES

Description: This bid item describes measurement and payment for furnishing all labor, equipment and materials for removal and proper disposal of the existing generator and preparation of the site for the new generator as specified and indicated on the Drawings.

Measurement: The quantity to be paid for under this item shall be measured as one lump sum.

Payment: The pay quantities for the work specified under this item shall be the lump sum price set out in the Bid, which price and payment constitutes full compensation for all the work described herein. The lump sum bid price includes furnishing all labor, materials, equipment and incidentals required to complete the demolition of all site and building work for the removal of the existing generator and appurtenances complete as shown on the Drawings and specified in these Technical Specifications. Payment shall include, but not be limited to protection of existing structures and utilities; full compensation for clearing, grubbing, grading, excavation, clean fill, density testing, erosion control, temporary generator and/or bypass pumps to fully operate the station during construction, removal and proper disposal of the existing generator, day tank, pumps, fuel, fluids, motors, 1,000 gallon above-ground fuel storage tank, diesel fuel piping, valves, meters, electrical panels and appurtenances, conduit, concrete, louvers, generator exhaust, temporary generator receptacle, and all other items necessary for the site improvements and modifications; protecting, handling and disposal of materials including any lead and asbestos removal; disposal, handling, reporting, and removal and disposal of tanks and fuel. Items to be salvaged shall be coordinated with the County.

BID ITEM NO. 3 - FURNISH AND INSTALL 350 KW GENERATOR WITH SUB-BASE FUEL TANK AND WALK-IN ENCLOSURE

Description: This bid item describes measurement and payment for furnishing and installing the 350 KW diesel-driven generator with sub-base fuel tank (full of fuel), pumps and controls, fuel, walk in sound proof enclosure and all appurtenances, complete, as specified and shown on the Drawings.

Measurement: The quantity to be paid for under this item shall be measured as one lump sum.

Payment: Payment of the lump sum agreed on in the bid form shall be full compensation for furnishing all labor, materials, power, equipment, fuel and incidentals required to install, put into operation, and field test the diesel engine driven generator unit with enclosure and appurtenances as indicated in the Drawings and specifications. The work includes, but is not limited to, the furnishing and installation of new generator, pumps, controls, and sound proof enclosure, coordination with generator manufacturer and regulatory agencies, and all incidentals and appurtenances required to install, put into operation, and field test the diesel engine driven generator unit with enclosure, sub-base fuel tank, and appurtenances as indicated in the Drawings and specified herein.

BID ITEM NO. 4 - FURNISH AND INSTALL AUTOMATIC TRANSFER SWITCH AND ELECTRICAL MODIFICATIONS

Description: This bid item describes measurement and payment for furnishing and installing new controls, cabinets, conduits, wires, automatic transfer switch, and all other electrical equipment and components, complete, as specified and shown on the Drawings.

Measurement: The quantity to be paid for under this item shall be measured as one lump sum.

Payment: The pay quantities for the work specified under this item shall be the lump sum price set out in the Bid, which price and payment constitutes full compensation for all the work described herein. The lump sum bid price includes furnishing and installation of conduit, wiring, electrical connections, electrical panels and associated electrical appurtenances, instrumentation, switches, sensors, automatic transfer switch, generator docking station, breakers, testing, and all other work required for a fully operable, and complete installation as shown on the Drawings and as specified herein required to complete the work, in place, and accepted.

BID ITEMNO. 5 - BUILDING REPAIRS, EQUIPMENT SLAB, AND SITE RESTORATION

Description: This bid item describes measurement and payment for furnishing all labor, equipment and materials for improvements to the existing Lift Station building, equipment slabs and site improvements and restoration as shown in the Drawings.

Measurement: The quantity to be paid for under this item shall be measured as one lump sum.

Payment: The lump sum bid price includes furnishing all labor, materials, equipment and incidentals required to complete the construction of the improvements to the existing lift station building and site complete as shown on the Drawings and specified in these Technical Specifications, excluding those items for which measurement and payment are separately specified. Payment shall include, but not be limited to, full compensation for all concrete slabs, anchors, building modifications, protection of existing structures and utilities; furnishing and installing concrete masonry infill and metal fascia, concrete patches, insulation, painting and coatings, wall penetrations, concrete pads and slabs, site restoration, grading, sod, driveways, curbs, asphalt, erosion and sedimentation control; disposal of spoil; etc.; and all other work and appurtenances required to complete the final restoration of structures and ground surfaces to match existing, as shown on the Plans.

BID ITEM NO. 6 - CONTRACT CONTINGENCY

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01152 REQUESTS FOR PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

concurrent 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 concurrent 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 01410 TESTING AND TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

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

1.03 CONTRACTOR'S RESPONSIBILITIES

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

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01510 TEMPORARY AND PERMANENT UTILITIES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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 01580 PROJECT IDENTIFICATION AND SIGNS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 PROJECT IDENTIFICATION SIGN (COUNTY)

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

1.03 INFORMATIONAL SIGNS

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

1.04 QUALITY ASSURANCE

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

1.05 PUBLIC NOTIFICATION

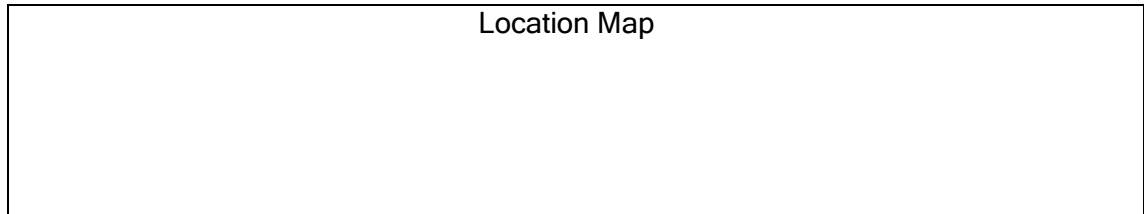
- A. Door Hangers: The Contractor shall generate and distribute door hangers to all residents who will be impacted by project construction.
 - 1. Residents impacted include anyone who resides inside, or within 500 feet of project limits of construction.

- B. Door Hangers shall be distributed prior to start of construction of the project. Hangers shall be affixed to doors of residents via elastic bands or tape.

EXAMPLE:

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

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



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

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

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

PART 2 PRODUCTS

2.01 SIGN MATERIALS

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

PART 3 EXECUTION

3.01 PROJECT IDENTIFICATION SIGN

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

3.02 MAINTENANCE

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 GENERAL

1.01 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.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

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

1.03 MARKING DEVICES

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

1.04 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress.
- C. Do not conceal any work until required information is recorded.
- D. Drawings; Legibly mark to record actual construction:
 - 1. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc. Locations of drainage ditches, swales, water lines and force mains shall be shown every 200 feet (measured along the centerline) or alternate lot lines, whichever is closer. Dimensions at these locations shall indicate distance from centerline of right-of-way to the facility.
 - 2. Field changes of dimension and detail.

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

E. Specifications and Addenda; Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
2. Changes made by field order or by change order.

F. Shop Drawings (after final review and approval):

1. Five sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.05 SUBMITTAL

- A. Prior to substantial completion 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 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 2 STANDARDS

2.01 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 1.04 D above.

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01730 OPERATING AND MAINTENANCE DATA

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

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

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

1.02 FORM OF SUBMITTALS

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

- B. Format:

1. Size: 8-1/2 inch x 11 inch
2. Paper: 20 pound minimum, white, for typed pages
3. Text: Manufacturer's printed data or neatly typewritten
4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Fold larger drawings to size of text pages.
5. Provide fly-leaf for each separate product or each piece of operating equipment.
 - a. Provide typed description of product and major component parts of equipment.
 - b. Provide indexed tabs.
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project.
 - b. Identity of separate structures as applicable.
 - c. Identity of general subject matter covered in the manual.

- C. Binders:

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

1.03 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three copies of complete manual in final form.

- B. Content for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.
 - a. Function, normal operating characteristics and limiting conditions.
 - b. Performance curves, engineering data and tests.

- c. Complete nomenclature and commercial number of replaceable parts.
 2. Operating Procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 3. Maintenance Procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 4. Servicing and lubricating schedule.
 - a. List of lubricants required.
 5. Manufacturer's printed operating and maintenance instructions.
 6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. List of predicted parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 8. As installed control diagrams by controls manufacturer.
 9. Each contractor's coordination drawings.
 - a. As installed color coded piping diagrams.
 10. Charts of valve tag numbers, with location and function of each valve.
 11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
 12. Other data as required under pertinent sections of specifications.
- C. Content, for each electric and electronic system, as appropriate:
1. Description of system and component parts.
 - a. Function, normal operating characteristics and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories of panelboards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. As-installed color coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.
 7. List of original manufacture's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
 8. Prepare and include additional data when the need for such data becomes apparent during instruction of County's personnel.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction on County's personnel.

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

1.04 SUBMITTAL SCHEDULE

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

1.05 INSTRUCTION OF COUNTY'S PERSONNEL

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01740 WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Submit to County for review and transmittal.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors.
- B. Number of original signed copies required: Two each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning of warranty, bond or service and maintenance contract.
 - 5. Duration of warranty, bond or service maintenance contract.
 - 6. Provide information for County's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2 inch x 11 inch punched sheets for standard 3-ring binder. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.

1.04 TIME OF SUBMITTALS

- A. Make submittals within ten days after date of substantial completion and prior to final request for payment.
- B. For items of work, where acceptance is delayed materially beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.05 SUBMITTALS REQUIRED

- A. Submit warranties, bonds, service and maintenance contracts as specified in respective sections of Specifications.
- B. Approval by the County of all documents required under this section is a pre-requisite to requesting a final inspection and final payment

PART 2 PRODUCTS (NOT USED)

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 (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor shall cut, repair, reuse, excavate, demolish or otherwise remove parts of the existing structures or appurtenances, as indicated on the Contract Drawings, herein specified, or necessary to permit completion of the work under this Contract. The Contractor shall 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. The Contractor shall dismantle and remove all existing equipment, piping, and other appurtenances required for the completion of the work. Where called for or required, the contractor shall cut existing pipelines for the purpose of making connections thereto. Anchor bolts for equipment and structural steel removed shall be cut off one inch below the concrete surface. Surface shall be finished as specified in the Contract Documents.
- C. 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, is part of the installation shall also be installed as directed by the County.
- D. No existing structure, equipment, or appurtenance shall be shifted, cut, removed, or otherwise altered except with the express approval of and to the extent approved by the County.
- E. When removing materials or portions of existing utility pipelines and/or structures or when making openings in walls and partitions, the Contractor shall 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 permitted, line drilling will be required in cutting existing concrete.
- F. 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 become the property of the Contractor to be disposed of by him off the work site at his own place of disposal. Operating equipment shall be thoroughly cleaned, lubricated, and greased for protection during prolonged storage.

- G. All alterations to existing utility pipes and structures shall be done at such time and in such manner as to comply with the approved time schedule. So far as possible 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 delay.
- H. All workmanship and new materials involved in constructing the alterations shall conform to the General Specifications for the classes of work insofar as such specifications are applicable.
- 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 Specifications covering the new work. When not covered, the work shall be carried on in the manner and to the extent directed by the Resident Project Representative.
- J. Surfaces of seals visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.
- K. Non-shrink grout shall be used for setting wall castings, sleeves, leveling pump bases, doweling anchors into existing concrete and elsewhere as shown.
- L. Where necessary or required for the purpose of making connections, the Contractor shall cut existing pipelines in a manner to provide an approved joint. Where required, he shall use flanges, or provide Dresser Couplings, all as required.
- M. The Contractor shall provide flumes, hoses, piping 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 under this Contract.
- N. Care shall be taken not to damage any part of existing buildings or foundations or outside structures.

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 Manatee County representative 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 abatement contractor or subcontractor registered in the State of Florida. After removal of the facilities, all trenches shall be backfilled in accordance with the Contract Documents. The cost of disposing of the removed materials shall be borne by the Contractor.
- B. The asbestos abatement contractor or subcontractor 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 Contractor shall be responsible for all fees associated with permits, licenses and notices to the governing regulatory agencies. An asbestos manifest form must accompany each and every 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 (Phone #748-5543) is required.

- 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. National Emission Standards Hazardous Air Pollution (NESHAP), 40 CFR, Part 61, Subpart M, latest revision.
 - 3. Occupational Safety and Health Act, 29 CFR, 1910.1001 - Asbestos.
 - 4. Title 40 CFR, Part 763, Asbestos.
 - 5. Florida Statute Title XXXII, Chapter 469, Asbestos Abatement.
- D. All asbestos cement nipples between tees and valves shall be replaced.

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 sand/cement grout as specified herein. When such pipes are constructed with asbestos cement materials, the abandonment activities shall be performed by a licensed asbestos abatement contractor as specified in these Specifications.
- B. Grout shall be injected within the pipe sections indicated on the Drawings. The ends of these sections shall be capped and/or plugged. The grouting program shall consist of pumping sand-cement grout with suitable chemical additives at pressures necessary to fill the pipe sections shown on the Drawings to prevent the potential for future collapse.
- C. The pump used for grouting should be a continuous flow, positive displacement model with a pugmill type mixing vat having a minimum shaft speed of 60 rpm and incorporated as an integral part of the equipment. Alternate equipment may be used subject to the approval of the County. The rate of pumping shall not exceed six (6) cubic feet per minute. The pumping pressures shall be in the range of 100 to 150 psi.
- D. The Contractor shall provide standpipes and/or additional means of visual inspection as required by the County to determine if adequate grout material has filled the entire pipe section(s). The Contractor shall make necessary provisions for the County's representative to monitor all grouting operations.
- E. All pipe to be abandoned shall be capped or plugged with a fitting or material that will prevent soil or other material from entering the pipe. All caps and plugs shall be subject to approval by the County.
- F. All tees, crosses, and valves left in service shall be plugged and restrained.

END OF SECTION

SECTION 02100 SITE PREPARATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section covers clearing, grubbing and stripping of the project site and/or along the pipeline route.
- B. The Contractor shall clear and grub all of the area within the limits of construction or as required, which includes, but is not limited to utility easements. The width of the area to be cleared shall be reviewed by the County prior to the beginning of any clearing.
- C. The Contractor's attention is directed to any Soil Erosion and Sediment Control Ordinances in force in Manatee County. The Contractor shall comply with all applicable sections of these ordinances.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CLEARING

The surface of the ground, for the area to be cleared and grubbed shall be completely cleared of all timber, brush, stumps, roots, grass, weeds, rubbish and all other objectionable obstructions resting on or protruding through the surface of the ground. However, trees shall be preserved as hereinafter specified unless otherwise designated by the County. Clearing operations shall be conducted so as to prevent damage to existing structures and installations and to those under construction, so as to provide for the safety of employees and others. Soil erosion control devices such as hay bales and silt fences shall be installed to satisfy all Federal, State and County requirements.

3.02 GRUBBING

Grubbing shall consist of the complete removal of all stumps, roots larger than 1-1/2 inches in diameter, matted roots, brush, timber, logs and any other organic or metallic debris not suitable for foundation purposes, resting on, under or protruding through the surface of the ground to a depth of 18 inches below the subgrade. All depressions excavated below the original ground surface for or by the removal of such objects, shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface.

3.03 STRIPPING

In areas so designated, topsoil shall be stockpiled. Topsoil so stockpiled shall be protected until it is placed as specified. The County shall have the option to receive all excess topsoil materials. The Contractor shall pay all equipment and labor cost to deliver excess top soil material to a remote site chosen by the County within a five mile radius of the construction site. Should County not choose to receive any or all excess topsoil materials, the Contractor shall dispose of said material at no additional cost to County.

3.04 DISPOSAL OF CLEARED AND GRUBBED MATERIAL

The Contractor shall dispose of all material and debris from the clearing and grubbing operation by hauling such material and debris off site. The cost of disposal (including hauling) of cleared and grubbed material and debris shall be considered a subsidiary obligation of the Contractor; the cost of which shall be included in the prices bid for the various classes of work.

3.05 PRESERVATION OF TREES

Those trees which are not designated for removal by the County shall be carefully protected from damage. The Contractor shall erect such barricades, guards and enclosures as may be considered necessary by him for the protection of the trees during all construction operation.

3.06 PRESERVATION OF DEVELOPED PRIVATE PROPERTY

- A. The Contractor shall exercise extreme care to avoid unnecessary disturbance of developed private property adjacent to proposed project site. Trees, shrubbery, gardens, lawns and other landscaping, which are not designated by the County to be removed, shall be replaced and replanted to restore the construction easement to the condition existing prior to construction.
- B. All soil preservation procedures and replanting operations shall be under the supervision of a nursery representative experienced in such operations.
- C. Improvements to the land such as fences, walls, outbuildings and other structures which of necessity must be removed, shall be replaced with equal quality materials and workmanship.
- D. The Contractor shall clean up the construction site across developed private property directly after construction is completed upon approval of the County.

3.07 PRESERVATION OF PUBLIC PROPERTY

The appropriate paragraphs of these Specifications shall apply to the preservation and restoration of public lands, parks, rights-of-way, easements and all other damaged areas. This includes, but is not limited to the trimming of trees damaged by contractor's equipment.

END OF SECTION

SECTION 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.
- C. The Contractor shall bring sub-soil to required profiles and contour grades gradually; and blend slopes into level areas.
- D. The Contractor shall slope the structure grade a minimum of two (2) inches in ten (10) feet unless indicated otherwise on the Drawings.
- E. The Contractor shall cultivate sub-grade to a depth of 3 inches where the topsoil is to be placed. He shall repeat cultivation in areas where equipment use has compacted sub-soil.
- F. The Contractor shall not make grade changes which causes water to flow onto adjacent lands.

3.02 PLACING TOPSOIL

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

3.03 SURPLUS MATERIAL

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

END OF SECTION

SECTION 02276 TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

- A. The work specified in this Section consists of the design, provision, maintenance and removal of temporary erosion and sedimentation controls as necessary.
- B. Temporary erosion controls include, but are not limited to: grassing, mulching, netting, watering, and the reseeded 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

DIVISION 3 CONCRETE

SECTION 03200 CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Reinforcing steel bars and welded steel wire fabric for cast-in-place concrete, complete with tie wire.
- B. Support chairs, bolsters, bar supports and spacers, for reinforcing.

1.02 QUALITY ASSURANCE

Perform concrete reinforcing work in accordance with ACI 318 unless specified otherwise in this Section.

1.03 REFERENCES

- A. ACI 318 - Building Code Requirements for Reinforced Concrete.
- B. ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- C. ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- D. CRSI 63 - Recommended practice for placing reinforcing bars.
- E. CRSI 65 - Recommended practice for placing bar supports, specifications and nomenclature.
- F. ACI 315 - American Concrete Institute - Manual of Standard Practice.

1.04 SHOP DRAWINGS

- A. Submit shop drawings in accordance with Contract Documents.
- B. Indicate bar sizes, spacings, locations and quantities of reinforcing steel and wire fabric, bending and cutting schedules and supporting and spacing devices.
- C. Manufacturer's Literature: Manufacturer's specifications and installation instructions for splice devices.

PART 2 PRODUCTS

2.01 REINFORCING

- A. Reinforcing steel: Grade 60, Minimum Yield Strength 60,000 psi, deformed billet steel bars, ASTM A615; plain finish.
- B. Welded steel wire fabric: Deformed wire, ASTM A497; smooth wire ASTM A185 in flat sheets; plain finish.

2.02 ACCESSORY MATERIALS

- A. Tie wire: Minimum 16 gauge annealed type, or patented system accepted by County.
- B. Chairs, bolsters, bar supports, spacers: Sized and shaped for strength and support of reinforcing during construction conditions.
- C. Special chairs, bolsters, bar supports, spacers (where adjacent to architectural concrete surfaces): Stainless steel type sized and shaped as required.

2.03 FABRICATION

- A. Fabricate concrete reinforcing in accordance with ACI 315.
- B. Locate reinforcing splices, not indicated on Drawings, at points of minimum stress. Location of splices shall be reviewed by County.
- C. Where indicated, weld reinforcing bars in accordance with AWS D12.1.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Reinforcing shall be supported and secured against displacement. Do not deviate from true alignment.
- B. Before placing concrete, ensure reinforcing is clean, free of loose scale, dirt, or other foreign coatings which would reduce bond to concrete.

3.02 QUALITY ASSURANCE

- A. Acceptable Manufacturers: Regularly engaged in manufacture of steel bar and welded wire fabric reinforcing.
- B. Installer Qualifications: Three years experience in installation of steel bar and welded wire fabric reinforcing.
- C. Allowable Tolerances:
 - 1. Fabrication:
 - a. Sheared length: ± 1 in.
 - b. Depth of truss bars: $+0, -1/2$ in.
 - c. Stirrups, ties and spirals: $\pm 1/4$ in.
 - d. All other bends: ± 1 in.
 - 2. Placement:
 - a. Concrete cover to form surfaces: $\pm 1/4$ in.
 - b. Minimum spacing between bars: 1 in.
 - c. Top bars in slabs and beams:
 - (1) Members 8 in. deep or less: $\pm 1/4$ in.
 - (2) Members more than 8 in.: $\pm 1/2$ in.
 - d. Crosswise of members: Spaced evenly within 2 in. of stated separation.
 - e. Lengthwise of members: Plus or minus 2 in.
 - 3. Maximum bar movement to avoid interference with other reinforcing steel, conduits, or embedded items: 1 bar diameter.

3.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size and length.
- B. Handle and store materials to prevent contamination.

3.05 INSTALLATION

- A. Placement:
 - 1. Bar Supports: CRSI 65.
 - 2. Reinforcing Bars: CRSI 63.
- B. Steel Adjustment:
 - 1. Move within allowable tolerances to avoid interference with other reinforcing steel, conduits, or embedded items.
 - 2. Do not move bars beyond allowable tolerances without concurrence of County.
 - 3. Do not heat, bend, or cut bars without concurrence of County.
- C. Splices:
 - 1. Lap splices: Tie securely with wire to prevent displacement of splices during placement of concrete.
 - 2. Splice devices: Install in accordance with manufacturer's written instructions.
 - 3. Do not splice bars without concurrency of County, except at locations shown on Drawings.
- D. Wire Fabric:
 - 1. Install in longest practicable length.
 - 2. Lap adjoining pieces one full mesh minimum, and lay splices with 16 gauge wire.
 - 3. Do not make end laps midway between supporting beams, or directly over beams of continuous structures.
 - 4. Offset end laps in adjacent widths to prevent continuous laps.
- E. Cleaning: Remove dirt, grease, oil, loose mill scale, excessive rust, and foreign matter that will reduce bond with concrete.
- F. Protection During Concreting: Keep reinforcing steel in proper position during concrete placement.

END OF SECTION

SECTION 03300 CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 WORK INCLUDED

Poured-in-place concrete slabs, thrust blocks, pile caps and pipe support cradles.

1.02 QUALITY ASSURANCE

Perform cast-in-place concrete work in accordance with ACI 318, unless specified otherwise in this Section.

1.03 TESTING LABORATORY SERVICES

- A. Inspection and testing will be performed by the testing laboratory currently under contract to Manatee County in accordance with the Contract Documents.
- B. Provide free access to work and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of work.
- D. Tests of cement and aggregates may be performed to ensure conformance with requirements stated herein.
- E. Three concrete test cylinders will be taken for every 100 cu. yds. or part thereof of each class of concrete placed each day. Smaller pours shall have cylinders taken as directed by the County.
- F. One slump test will be taken for each set of test cylinders taken.

1.04 REFERENCES

- A. ASTM C33 - Concrete Aggregates
- B. ASTM C150 - Portland Cement
- C. ACI 318 - Building Code Requirements for Reinforced Concrete
- D. ASTM C260 - Air Entraining Admixtures for Concrete
- E. ASTM C94 - Ready-Mixed Concrete
- F. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete
- G. ACI 305 - Recommended Practice for Hot Weather Concreting

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

- A. Cement: Moderate-Type II, High early strength-Type III, Portland type, ASTM C150.

- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and free from injurious amounts of oil, alkali, organic matter, or other deleterious material.

2.02 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Chemical: ASTM C494 Type A - water reducing admixture.

2.03 ACCEPTABLE MANUFACTURERS

Acceptable Products:

1. Pozzolith
2. WRDA

2.04 ACCESSORIES

Non-shrink grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2400 psi in 2 days and 7000 psi in 28 days.

2.05 CONCRETE MIXES

- A. Mix concrete in accordance with ASTM C94.
- B. Provide concrete of following strength:
 1. Required concrete strengths as determined by 28 day cylinders shall be as shown on the Drawings, but shall not be less than 3000 psi.
 2. Select proportions for normal weight concrete in accordance with ACI 301 3.8 Method 1, Method 2, or Method 3. Add air entraining agent to concrete to entrain air as indicated in ACI 301 Table 3.4.1.
 3. All mixes shall be in accordance with FDOT Specifications.
- C. Use set-retarding admixtures during hot weather only when accepted by County.
- D. Add air entraining agent to concrete mix for concrete work exposed to exterior.

2.06 FORMS

- A. Forms shall be used for all concrete masonry, including footings. Form shall be so constructed and placed that the resulting concrete will be of the shape, lines, dimensions, appearance and to the elevations indicated on the Drawings.
- B. Forms shall be made of wood, metal, or other approved material. Wood forms shall be constructed of sound lumber or plywood of suitable dimensions, free from knotholes and loose knots; where used for expose surfaces, boards shall be dressed and matched. Plywood shall be sanded smooth and fitted with tight joints between panels. Metal forms shall be of an approved type for the class of work involved and of the thickness and design required for rigid construction.

- C. Edges of all form panels in contact with concrete shall be flush within 1/32-inch and forms for plane surfaces shall be such that the concrete will be plane within 1/16-inch in four feet. Forms shall be tight to prevent the passage of mortar and water and grout.
- D. Forms for walls shall have removable panels at the bottom for cleaning, inspection and scrubbing-in of bonding paste. Forms for walls of considerable height shall be arranged with tremies and hoppers for placing concrete in a manner that will prevent segregation and accumulation of hardened concrete on the forms or reinforcement above the fresh concrete.
- E. Molding or bevels shall be placed to produce a 3/4-inch chamfer on all exposed projecting corners, unless otherwise shown on the Drawings. Similar chamfer strips shall be provided at horizontal and vertical extremities of all wall placements to produce "clean" separation between successive placements as called for on the Plans.
- F. Forms shall be sufficiently rigid to withstand vibration, to prevent displacement or sagging between supports and constructed so the concrete will not be damaged by their removal. The Contractor shall be entirely responsible for their adequacy.
- G. Forms, including new pre-oiled forms, shall be oiled before reinforcement is placed, with an approved nonstaining oil or liquid form coating having a non-paraffin base.
- H. Before form material is re-used, all surfaces in contact with concrete shall be thoroughly cleaned, all damaged places repaired, all projecting nails withdrawn, all protrusions smoothed and in the case of wood forms pre-oiled.
- I. Form ties encased in concrete shall be designed so that after removal of the projecting part, no metal shall be within 1-inch of the face of the concrete. That part of the tie to be removed shall be at least 1/2-inch diameter or be provided with a wood or metal cone at least 1/2-inch in diameter and 1-inch long. Form ties in concrete exposed to view shall be the cone-washer type equal to the Richmond "Tyscru". Throughbolts or common wire shall not be used for form ties.

PART 3 EXECUTION

3.01 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304.
- B. Notify County minimum 24 hours prior to commencement of concreting operations.
- C. Verify anchors, seats, plates and other items to be cast into concrete are placed, held securely and will not cause hardship in placing concrete. Rectify same and proceed with work.
- D. Maintain records of poured concrete items. Record date, location of pour, quantity, air temperature and test samples taken.
- E. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.
- F. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's recommendations.

- G. Pour concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.
- H. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solidly with non-shrink grout.
- I. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify County upon discovery.
- J. Conform to ACI 305 when concreting during hot weather.

3.02 SCREEDING

Screed surfaces level, maintaining flatness within a maximum deviation of 1/8" in 10 feet.

3.03 PATCHING

Allow County to inspect concrete surfaces immediately upon removal of forms. Patch imperfections as directed. All patching procedures shall be submitted to and approved by the County prior to use.

3.04 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required lines, details and elevations.
- B. Repair or replace concrete not properly placed resulting in excessive honeycomb and other defects. Do not patch, fill, touch-up, repair, or replace exposed architectural concrete except upon express direction of County for each individual area.

3.05 CONCRETE FINISHING

Provide concrete surfaces to be left exposed, columns, beams and joists with smooth rubbed finish.

3.06 CURING AND PROTECTION

Beginning immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures and mechanical injury. Maintain concrete with minimal moisture loss at relatively constant temperature for a period of 7 days or until concrete strengths reaches 75% of the 28 day design strength.

Protection against moisture loss may be obtained with spray on curing compounds or plastic sheets. Protection against heat or cold may be obtained with insulated curing blankets or forms.

3.07 CONCRETE DRIVEWAY RESTORATION

Concrete driveways shall be restored with 6 inches of 3,000 psi concrete with W2.5 X W2.5, 6X6 wire mesh. Place ½ inch expansion joint between back of curb and new concrete. Area beneath restoration shall be mechanically tamped prior to placing concrete.

3.08**CONCRETE SIDEWALK RESTORATION**

Concrete sidewalks across driveways shall be restored with 6 inches of 3,000 psi concrete with W2.5 X W2.5, 6X6 wire mesh. Place ½ inch expansion joint between back of curb and new concrete. Area beneath restoration shall be mechanically tamped prior to placing concrete.

Concrete sidewalks outside of driveways shall be restored with 4 inches of 3,000 psi concrete per FDOT Design Standards, Sections 522 & 310

END OF SECTION

SECTION 03350 CONCRETE FINISHES

PART 1 GENERAL

1.01 SCOPE OF WORK

Furnish all labor, materials, equipment and incidentals required to finish cast-in-place concrete surfaces as specified herein.

1.02 SUBMITTALS

Submit to the County as provided in the Contract Documents, the proposed chemical hardener manufacturer's surface preparation and application procedures.

1.03 SCHEDULE OF FINISHES

- A. Concrete for the Project shall be finished in the various specified manners either to remain as natural concrete or to receive an additional applied finish or material under another Section.
- B. The base concrete for the following conditions shall be finished as noted and as further specified herein:
 - 1. Exterior, exposed concrete slabs and stairs - broomed finish.
 - 2. Interior, exposed concrete slabs - steel trowel finish.
 - 3. Concrete on which process liquids flow or in contact with sludge - steel trowel finish.
 - 4. Concrete where not exposed in the finished work and not scheduled to receive an additional applied finish or material - off-form finish.
 - 5. Provide concrete surfaces to be left exposed such as walls, columns, beams and joists with smooth rubbed finish.

1.04 RESPONSIBILITY FOR CHANGING FINISHES

- A. The surface finishes specified for concrete to receive additional applied finishes or materials are the finishes required for the proper application of the actual products specified under other Sections. Where different products are approved for use, it shall be the Contractor's responsibility to determine if changes in finishes are required and to provide the proper finishes to receive these products.
- B. Changes in finishes made to accommodate product different from those specified shall be performed at no additional cost to the County. Submit the proposed new finishes and their construction methods to the County for approval.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Portland cement and component materials required for finishing the concrete surfaces shall be as specified in the Contract Documents.
- B. Hardener shall be Lapidolith as manufactured by Sonneborn Building Products or approved equal. Hardener shall be used on all floors, stair treads and platforms.

PART 3 EXECUTION

3.01 FORMED SURFACES

- A. Forms shall not be stripped before the concrete has attained a strength of at least 50 percent of the ultimate design strength. This is equivalent to approximately five "100 day-degrees" of moist curing.
- B. Care shall be exercised to prevent damaging edges or obliterating the lines of chamfers, rustications, or corners when removing the forms or doing any work adjacent thereto.
- C. Clean all exposed concrete surfaces and adjoining work stained by leakage of concrete, to the satisfaction of the County.
- D. Off-form finish. Fins and other projections shall be removed as approved. Tie cone holes and other minor defects shall be filled with non-shrink grout specified under the Contract Documents.

3.02 FLOORS AND SLABS

- A. Floors and slabs shall be screeded to the established grades and shall be level with a tolerance of 1/8-inch when checked with a 10 foot straight edge, except where drains occur, in which case floors shall be pitched to drains as indicated. Failure to meet either of above shall be cause for removal, grinding, or other correction as approved by the County.
- B. Following screeding as specified above, power steel trowel as follows:
 - 1. Immediately after final screeding, a dry cement/sand shake in the proportion of 2-sacks of portland cement to 350-pounds of coarse natural concrete sand shall be sprinkled evenly over the surface at the rate of approximately 500 pounds per 1,000 square feet of floor. Neat, dry cement shall not be sprinkled on the surface. This shake shall be thoroughly floated into the surface with an approved disc type power compacting machine weighing at least 200 pounds if a 20-inch disc is used or 300 pounds if a 24-inch disc is used (such as a "Kelly Float" as manufactured by the Weisner-Rapp Corporation of Buffalo, New York). A mechanical blade-type float or trowel is not acceptable for this work.
NOTE: This operation (application of the cement/sand shake) may be eliminated at the discretion of the County if the base slab concrete exhibits adequate fattiness and homogeneity.
 - 2. In lieu of power steel troweling, small areas as defined by the County shall be compacted by hand steel troweling with the dry cement/sand shake as ordered.
 - 3. The floor or slab shall be compacted to a smooth surface and the floating operation continued until sufficient mortar is brought to the surface to fill all voids. The surfaces shall be tested with a straight edge to detect high and low spots which shall be eliminated.
 - 4. Compaction shall be continued only until thorough densification is achieved and a small amount of mortar is brought to the surface. Excessive floating shall be avoided.
- C. After Paragraph 3.02 A and B procedures are accomplished, floors and slabs for particular conditions shall be completed as scheduled in one of the following finishes:
 - 1. Wood float finish. Hand wood float, maintaining the surface tolerance to provide a grained, nonslip finish as approved.

2. Broomed finish. Hand wood float maintaining the surface tolerance and then broom with a stiff bristle broom in the direction of drainage to provide a nonslip finish as approved.
 3. Steel trowel finish. Hand steel trowel to a perfectly smooth, hard even finish free from high or low spots or other defects as approved.
- D. Floors, stair treads and platforms shall be given a floor hardener. Application shall be according to manufacturer's instructions.

3.03 APPROVAL OF FINISHES

- A. All concrete surfaces will be inspected during the finishing process by the County.
- B. Surfaces which, in the opinion of the County, are unsatisfactory shall be refinished or reworked until approved by the County.

END OF SECTION

DIVISION 4 MASONRY

SECTION 04220 MASONRY

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to construct all masonry work as shown on the Drawings and specified herein.
- B. The work under this Section includes, but is not necessarily limited to the following:
 - 1. Concrete masonry units (CMU), including decorative masonry block.
 - 2. Reinforced CMU lintels.
 - 3. Masonry reinforcing, ties and anchors.
 - 4. Grouting required throughout the project.

1.02 SAMPLES

- A. Submit two samples each of concrete masonry units.
- B. Submit two samples of decorative, masonry block.
- C. Before commencing with the laying of any architectural masonry, construct on the site, where directed by the County, a sample 6 x 4 foot wall panel showing type and tooling of mortar and bond, for the County's approval. This sample wall shall remain in place for the duration of the masonry work. Remove sample panel at the completion of the work as directed by the County.

1.03 PROTECTION OF MATERIALS

- A. All perishable materials for the work of this Section shall be delivered, stored and handled so as to preclude damage of any nature. Manufactured materials, such as cement and lime, shall be delivered and stored in their original container, plainly marked with identification of material and maker. Materials in broken containers or in packages showing water marks or other evidence of damage, shall not be used and shall be removed from the site.

All masonry shall be shipped stacked with hap or straw protection or other suitable protective device, and shall be similarly stacked off the ground on the site. In addition, all masonry stored on the site shall be protected from the weather and staining with the use of tarpaulins or other covering approved by the County.

1.04 COLD WEATHER CONSTRUCTION

Masonry construction in cold weather shall conform to the applicable requirements of "Construction and Protection Recommendations for Cold Weather Masonry Construction" of the Technical Notes on Brick and Tile Construction by the Brick Institute of America.

PART 2 PRODUCTS

2.01 MATERIALS - MASONRY

A. Concrete Masonry Units:

1. Standard and light weight concrete masonry units (CMU) shall conform to ASTM C-90, Grade N, Type I, two cell hollow, load bearing units of 8" x 16" nominal face size and bed dimension as shown on the Drawings. Masonry prism strength f'_m shall be as shown on the drawings, but not less than 1250 psi.
2. CMU shall be free from substances that will cause staining for at least 18 hours and then air cured in covered storage for not less than 28 days before delivery. Units shall have a maximum linear drying shrinkage of 0.25 percent (ASTM C-426) and have a moisture content at time of delivery not exceeding 30 percent of total absorption.
3. CMU noted as fire-rated on the Drawings shall conform to Underwriters Laboratories, Inc., Standard for Concrete Masonry Units UL618, and shall have two (2) hour fire resistant rating.
4. All split rib CMU shall have 7-1/2 equally spaced 3/4-inch deep x 3/4-inch wide bevels. The projected face shall have a rough texture. Units shall be laid in horizontal stack bond.
5. Units shall be obtained from one manufacturer to insure even color and texture.
6. Provide special units required by the Drawings, including solid, corner, pilaster, lintels, and jamb units.
7. Decorative masonry block units shall be similar in quality to Number 1210, DeMaco Concrete Products, Sarasota, FL, or equal. Design pattern to be as shown on the Drawings.

- B. Acoustic concrete masonry units shall be Soundblox, Type R by the Proudfoot Company or equal. Units shall be fabricated on standard block machines using manufacturer's special molds; shall have a closed top and ends and slotted exposed face; shall have a noise reduction coefficient range (NRC) of 0.50 - 0.60 for Type R; and shall comply with ASTM-C90 for load bearing masonry units. Color of the Soundblox and mortar shall match interior color which will be submitted to the County. The Soundblox installation shall be laid in horizontal stackbond with flush joints.

2.02 REINFORCING, TIES, ANCHORS AND MISCELLANEOUS

- A. Reinforcing shall be welded wire units prefabricated in straight lengths of not less than 10 feet with matching corner and tee units fabricated from cold-drawn steel wire complying with ASTM-A82, with deformed continuous side rods and plain cross-rods, crimped for cavity wall construction, if required, and a unit width of 1-1/2 inches to 2 inches less than thickness of wall or partition. Reinforcement for decorative masonry block shall be 2 inches wide. Reinforcement shall be placed at every third course (24" o.c.).
- B. Single width reinforcement shall be truss type, fabricated with single pair of galvanized 9 gauge side rods and continuous 9 gauge cross-rods spaced not more than 16 inches on center.
- C. Galvanized dove-tailed anchor slots with anchors at 24 inches on center shall be furnished for anchorage to concrete framework or walls.
- D. Approved 16-gauge corrugated non-ferrous metal ties manufactured for use with the anchor slots provided shall be spaced at a maximum of 8 inches o.c. vertically and 30 inches o.c. horizontally.

- E. The Contractor shall provide and install miscellaneous anchors and attachment members, required both for the anchorage of his own work and that of other trades requiring attachment to masonry, which are not specifically provided under separate sections.
- F. Control joints shall be factory extruded preformed rubber gaskets conforming to ASTM D-2000 2AA-205 and shall be as manufactured by Dur-O-Wal, Hohmann and Bernard, Inc., AA Wire Products or equal. Control joints shall be installed as shown on the Drawings.
- G. Weep holes shall be 1/4-inch O.D. by 4 inches long, clear plastic tubing that will not stain brickwork, by Hohmann and Barnard, Inc. or equal.
- H. Cleaning compound shall be mild, non-caustic detergent solution such as 801 Super Real Clean by Superior Manufacturing Co., or 600 Sureclean by Process Solvent Co., Inc., or equal.

2.03 MORTAR MATERIALS

- A. Portland cement shall conform to ASTM C150 Type II. Masonry cements to be used when specifically approved for colored mortar.
- B. Lime for masonry mortar shall be hydrated, conforming to ASTM C207, Type S.
- C. Sand shall be clean, durable particles, free from injurious amounts of organic matter. The sand shall conform to the limits of ASTM C144. Sand for grout shall conform to ASTM C144 or C33 as required.
- D. Water shall be free from injurious amounts of oils, acids, alkalis or organic matter, and shall be clean and fresh.
- E. Mortar proportions shall conform to ASTM C270, Type M, or as otherwise approved by the County. Ingredients shall be accurately measured by volume in boxes especially constructed for the purpose by the Contractor. Measurement by shovel will not be allowed.
- F. Grout for setting bearing plates, machinery, or any other equipment shall be mixed as recommended by the manufacturer to give the necessary consistency for placing and to give a minimum compressive strength (ASTM C-109) of 5000 psi at 7 days.
- G. All other grout shall be 1 part Portland cement and 1 part sand with a maximum aggregate size of 3/8 inch pea rock and a minimum comprehensive strength of 3000 psi in 28 days.
- H. Non-shrink non-metallic grout shall be 5 star grout as manufactured by the U.S. Grout Corp., or equal and be used in strict accordance with the manufacturer's instructions for the use intended.

2.04 FACE BRICK

Non-load bearing burned clay or shale. Size, color and texture to match existing and as approved by the County.

PART 3 EXECUTION

3.01 MORTAR

- A. Mortar shall be machine mixed in an approved type of mixer in which the quantity of water can be accurately and uniformly controlled. The mixing time shall not be less than five minutes, approximately two minutes of which shall be for mixing the dry materials and not less than three minutes for continuing the mixing after the water has been added. Where hydrated lime is used for mortar requiring a lime content, the Contractor will have the options of using the dry-mix method or first converting the hydrated lime into a putty.
- B. All CMU shall be laid in a full bed of mortar, applied to shells only. Butter the vertical joint of unit already set in the wall and all contact faces of the unit to be set. Each unit shall be placed and shoved against the unit previously laid so as to produce a well-compacted vertical mortar joint for the full shell thickness. Units shall set with all cells in a vertical position. The moisture content of the units when laid shall not exceed 35 percent of the total absorption as determined by laboratory test. Decorative masonry units shall be laid in a full bed of mortar on all four sides.
- C. All masonry units shall be laid in stretcher (running) bond unless otherwise shown. Tool dense and neat.
- D. Sizes shall be specified and called for on the Drawings, and where "Soaps" and "Splits" are used, the space between these members and the backup material shall be slushed full of mortar.
- E. Joints of all masonry shall be tooled in accordance with the following:
 - 1. Wait until unit mortar is thumbprint hard before tooling joint. This may require as much as three hours in the shade and one hour in the sun in the summertime.
 - 2. The required personnel of the Contractor shall be kept on the job after hours, if necessary, to properly tool joints.
 - 3. Both vertical and horizontal joints shall be maintained uniform in spacing.
 - 4. Joints for CMU shall be 3/8 inch.
 - 5. Joints for structural block shall be 1/4 inch.
- F. Install all frames required to be set in masonry, set masonry tightly against frames, build in all frame anchors, and fill frames solid with mortar.
- G. Control joints shall be installed at the intersection of masonry walls with structural concrete and elsewhere as detailed on the Drawings. Joints shall be raked out to a depth of 3/4 inch for the full height of the wall suitable for caulking. The maximum length, horizontally, between vertical control joints shall be 40 ft., but joints shall be located only as directed or shown. Joints shall be equal in width to the standard mortar joint.
- H. All masonry slots, chases, or openings required for the proper installations of the work of other Section shall be constructed as indicated on the Drawings or in accordance with information furnished before the work is started at the point affected. No chase shall cut into any wall constructed of hollow units after it is built, except as directed and approved by the County.
- I. Surfaces shall be brushed as work progresses and maintained as clean as it is practicable. Unfinished work shall be raked back where possible, and toothed only where absolutely necessary. Before leaving fresh or unfinished work, walls shall be fully covered and

protected against rain and wind and before continuing work previously laid shall be swept clean. To tops of walls or other unfinished work shall be protected against all damage by frost or the elements by means of waterproof paper, tarpaulins, boards or other means approved by the County.

- J. The Contractor shall build-in all miscellaneous items to be set in masonry for which placement is not specifically provided under separate Divisions, including reglets, lintels, ties, electrical panel boxes, sleeves, vents, grilles, anchors, grounds, and exterior electric conduits and fixtures, and shall cooperate with other trades whose work is to be coordinated with the work under this Section.
- K. All anchorage, attachment, and bonding devices shall be set so as to prevent slippage and shall be completely covered with mortar or grout.
- L. All ties and reinforcing for masonry shall be furnished and installed by the Contractor.
- M. Loose steel lintels shall be as shown on drawings and installed under this Section.
- N. Loose lintels shall be set in full bed of mortar and supported by solid or mortar filled hollow concrete blocks as detailed on the Drawings.
- O. Bed and grout all steel, for equipment and machinery, and items coming in contact with masonry where grouting is required, including door bucks and frames set in masonry. The Contractor shall install all anchor bolts, base plates, and seats in masonry walls, and build-in all items required for the completion of the building as they apply to masonry.

3.03 REINFORCED MASONRY

- A. Provide vertical reinforcing in filled cores of masonry units of size, spacing and locations as indicated on the Drawings and specified herein. Unless otherwise shown on the Drawings, vertical reinforcing at all exterior infill walls shall be No. 4 bars as specified in the Contract Documents and shall be placed 8'-0" on center, and vertical reinforcing at all exterior free standing walls shall be No. 5 bars placed at each corner, each opening and not greater than 8'-0" centers along straight runs.
- B. All cores containing reinforcing shall be filled, full height, with 3/8" pump mix concrete f'c = 2,500 psi with a slump of not less than 6 inches nor more than 8 inches.

3.04 CLEANING

- A. All holes in exposed masonry shall be pointed, and defective joints shall be cut out and repointed with mortar of same color as that of the original and adjoining work.
- B. Exposed masonry shall be protected against staining by wall coverings, and excess mortar shall be wiped off the surface as the work progressed.
- C. All masonry shall be cleaned with approved detergent solution in accordance with manufacturer's printed directions. No acid or metal scrapers shall be used on masonry.
- D. Before applying any cleaning agent to the entire wall, it shall be applied to a sample wall area of approximately 20 square feet in a location approved by the County. No further cleaning work may proceed until the sample area has been approved by the County, after which time the same cleaning materials and method shall be used on the remaining wall area.

3.05 WALL FLASHING

- A. Fabric wall flashing shall be installed above and below all openings in exterior masonry, at intersection of floors with exterior walls, and elsewhere as shown or noted on the Drawings. It shall be furnished and installed as shown on the Drawings.

END OF SECTION

DIVISION 5 METALS

SECTION 05500 MISCELLANEOUS METAL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, equipment and incidentals required and install covers, grates, frames and other miscellaneous metals as shown on the Drawings and specified herein. The miscellaneous metal items include but are not limited to the following:
1. All metal frames, ladders, stairs, stair rails, floor opening frames including gratings and supports.
 2. Prefabricated access hatches and frames.
 3. Anchors and anchor bolts except those specified to be furnished with all equipment.
 4. Railings, posts and supports both interior and exterior.
 5. Cast iron frames, covers, grates, drain leaders and drains.
 6. Bridge crane track supports.
 7. Stair nosings, steel plates, overhead steel door frames, angle frames, plates and channels.
 8. Exterior H.V.A.C. hoods.
 9. Pump guide rail system.

1.02 COORDINATION

- A. The work in this Section shall be completely coordinated with the work of other Sections. Verify at the site both the dimensions and work of other trades adjoining items of work in this Section before fabrication and installation of items herein specified.
- B. Furnish to the pertinent trades all items included under this Section that are to be built into the work of other Sections.

1.03 SHOP DRAWINGS AND SAMPLES

- A. Detail drawings, as provided for in the Contract Documents, showing sizes of members, method of assembly, anchorage, and connection to other members shall be submitted to the County for approval before fabrication.
- B. Samples shall be submitted at the request of the County for concurrent review with Shop Drawings.

1.04 FIELD MEASUREMENTS

- A. Field measurements shall be taken at the site to verify or supplement indicated dimensions and to insure proper fitting of all items.

1.05 REFERENCED SPECIFICATIONS

- A. Unless otherwise specified, materials shall conform to the following:

Structural Steel	ASTM A36
Welded & Seamless Steel Pipe	ASTM A53
Gray Iron Castings	ASTM A48, Class 30

Galvanizing, general	ASTM A123
Galvanizing, hardware	ASTM A153
Galvanizing, assemblies	ASTM A386
Aluminum (Extruded Shapes)	6061-T6 (Alum. alloy)
Aluminum (Extruded Pipe)	6061-T6 (Alum. alloy)
Aluminum Bar Structural	6061-T6 (Alum. alloy)
Bolts and Nuts	ASTM, A307
Stainless Steel Bolts, Fasteners	AISI, Type 316
Stainless Steel Plate and Sheet, Wire	AISI, Type 316
Welding Rods for Steel	AWS Spec. for Arc Welding

PART 2 PRODUCTS

2.01 ANCHORS, BOLTS AND FASTENING DEVICES

- A. Anchors, bolts, etc., shall be furnished as necessary for installation of the work of this Section.
- B. Compound masonry anchors shall be of the type shown or required and shall be equal to Star Slug in compounded masonry anchors manufactured by Star Expansion Industries, equal by Phillips Drill Co., Rawlplug, or equal. Anchors shall be minimum "two unit" type.
- C. The bolts used to attach the various members to the anchors shall be the sizes shown or required. Stainless steel shall be attached to concrete or masonry by means of stainless steel machine bolts and iron or steel shall be attached with steel machine bolts unless otherwise specifically noted.
- D. For structural purposes, unless otherwise noted, expansion bolts shall be Wej-it "Ankr-Tite", Phillips Drill Co. "Wedge Anchors", or Hilti "Kwik-Bolt". When length of bolt is not called for on the Drawings, the length of bolt provided shall be sufficient to place the wedge portion of the bolt a minimum of 1-inch behind the reinforcing steel within the concrete. Material shall be as noted on the Drawings. If not listed, all materials shall be stainless steel.

2.02 ALUMINUM ITEMS

- A. Aluminum gratings shall be of serrated I-Bar Aluminum Alloy 6061-T6, fabricated to the depths and thicknesses shown on the Drawings and shall be Reliance Steel Products Company, I-Lok Type 7/8 R4 Aluminum Grating; IKG Industries, "Galok" Aluminum I-Bar Grating Type S194-I, or equal. All openings 2 inches and greater in diameter shall be banded with a bar of the same depth and thickness as the main bearing bars of the grating, or furnished with continuous cross bridges. Each cut bar shall be welded to the band if banding is utilized. The ends of all grating sections shall be likewise banded. Clamps and bolts used for attaching grating to supporting members shall be stainless steel. All grating shall be clamped unless noted otherwise. Clamps shall be as recommended by the manufacturer.
- B. Stair treads shall be as specified above for grating and shall have abrasive nonslip nosing.
- C. Aluminum nosing at concrete stairs shall be an extrusion of 4-inch minimum width with abrasive filled and shall be Wooster Products, Inc., Alumogrit Treads, Type 116; equal by Barry Pattern and Foundry Co.; Andco; or equal. Embedded anchors shall be furnished with a minimum of three anchors per tread.

- D. Aluminum ladders shall be fabricated to the dimensions and details and installed as shown on the Drawings. Treads to be of cast aluminum by Dixie Metals, Inc. of Fort Lauderdale, Florida or equal.
- E. Aluminum Handrails, Mechanically Fastened Type:
1. All aluminum mechanically fastened type pipe handrails and guardrails shall be clear anodized aluminum finish and installed as specified herein and indicated on the Drawings. Handrails shall be made of nominal 1-1/2 inches inside diameter pipe (Schedule 40) fabricated or seamless 6063-T6 alloy. The supplier of the handrail system shall supply all necessary fittings, rackets, transition, corner and connector pieces, toeboards, protective gaskets, etc., for a complete job at the locations, indicated on the Drawings. All mounting hardware including bolts, studs, nuts, etc., shall be stainless steel Type 316. Bends shall be smooth and accurate to the details shown. Railings shall be the "Rigid Rail System" as manufactured by Reynolds Aluminum of Reynolds Metal Company as Reynolds II pipe railing system or the "Connectorail System" as manufactured by Julius Blum & Co., Inc., Carlstadt, New Jersey. The handrail systems shall comply with all OSHA and D Section 1208.2 of the Standard Building Code.
 2. Spacing of posts where posts are required shall be as noted on shop drawings, but in all cases, shall be uniform and shall not exceed the requirements of OSHA and Section 1208.2 of the Standard Building Code. Shorter spacing may be used where required to maintain the maximum spacing. The fabricator of the aluminum handrail and guardrail system shall be responsible for the design and preparation of shop drawings and design calculations (signed and sealed by Florida Registered Engineer) to meet OSHA requirements and Section 1208.2 of Standard Building Code.
 3. All railings shall be erected in line and plumb. Field splicing and expansion compensation shall be accomplished using internal splice sleeves. Make provisions for removable railing sections as detailed and where shown on the Drawings.
 4. Where handrail or guardrail posts are set in concrete as per the manufacturer's requirements the posts shall be set into aluminum sheeves cast in the concrete and firmly cemented with 1651 epoxy resin by E-Bond Epoxies, Oakland Park, Florida, Moulded Reinforced Plastics, Inc., Fort Lauderdale, Florida or equal. Collars shall be placed on the posts and fastened in place, as shown and as detailed on approved shop drawings.
 5. Where handrail is supported from structural members, it shall be done by the use of approved sockets, flanges, brackets, or other approved means which will provide neat and substantial support for the pipe railing.
 6. All railing shall be properly protected by paper, or by an approved coating or by both against scratching, splashes or mortar, paint, or other defacements during transportation and erection and until adjacent work by other trades has been completed.
- F. Toeboards: Contractor shall furnish and install aluminum toeboards conforming to latest OSHA requirements on all railings and other locations where indicated on the Drawings.
1. Toeboards shall consist of an extruded 6063-T6 aluminum shape bolted by means of a pipe clamp to the railing posts without requiring any drilling or welding of the toeboard to the railing posts as manufactured by Reynolds Aluminum, Julies Blum & Company, Thompson Fabricating Company or equal. Toeboards shall have pitched top and tear drop bottom to prevent accumulation of dirt, or other material.
 2. All fastening hardware shall be Type 316 stainless steel.

- G. Kickplates, if required, shall be fabricated and installed as shown on the Drawings.
- H. Aluminum safety gate shall be fabricated of extruded aluminum.
- I. Prefabricated checkerplate aluminum floor hatches shall be Type "JD", or "KD" as manufactured by Bilco Co., Babcock-Davis Associates, Inc.; Type "AM" Inland-Ryerson Construction Products Co., Milcor Division; or equal, sized as shown. Hatches with either dimension over 3 feet-6 inches shall be double leaf type. Hatches shall be designed for a live load of 300 pounds per square foot. Hatches shall be watertight.
- J. Ship ladders shall be of all aluminum construction as detailed. Treads shall have abrasive nosing as manufactured by Reliance Steel Products Co., IKG Industries, or equal.
- K. Checkplate aluminum cover plates shall be fabricated to the details shown and installed at the locations shown.
- L. Structural aluminum angle and channel door frames shall be provided as shown on the Drawings and shall be anodized. Frames shall be fabricated with not less than three anchors on each jamb.
- M. Miscellaneous aluminum shapes and plates shall be fabricated as shown. Angle frames for hatches, beams, grates, etc., shall be furnished complete with welded strap anchors attached. Furnish all miscellaneous aluminum shown, but not otherwise detailed. Structural shapes and extruded items shall conform to the detail dimensions on the Plans within the tolerances published by the American Aluminum Association.

2.03 STEEL ITEMS

- A. Sleeves shall be steel or cast iron pipe in walls and floors with end joints as shown on the Drawings. All pipe sleeves shall have center anchor around circumference as shown.
- B. Miscellaneous steel pipe for sleeves and lifting attachments and other uses as required shall be Schedule 40 pipe fabricated according to the details as shown on the Drawings.
- C. Miscellaneous steel shall be fabricated and installed in accordance with the Drawings and shall include: beams, angles, support brackets, closure angles in roof at edge of T-beams; base plates to support ends of T-beams; door frames; splice plates, anchor bolts; lintels and any other miscellaneous steel called for on the Drawings and not otherwise specified.

2.04 CAST IRON ITEMS

- A. Outside pipe clean-out frames and covers shall be heavy duty, R-6013-R-6099 series as manufactured by Neenah Foundry Co., or equal. All outside pipe clean-outs shall be 6-inch diameter.
- B. Frames and covers for valve vaults and manholes shall be of a good quality, strong, tough even grained cast iron except as otherwise specified below. Castings shall be as manufactured by the U. S. Foundry, Neenah Foundry, Mechanics Iron Foundry, or equal. Covers to have letters "WATER", "SEWER" or "DRAIN", as applicable, embossed on top.

PART 3 EXECUTION

3.01 FABRICATION

- A. All miscellaneous metal work shall be formed true to detail, with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture and free from defects impairing strength or durability.
- B. Connections and accessories shall be of sufficient strength to safely withstand stresses and strains to which they will be subjected. Steel accessories and connection to steel or cast iron shall be steel, unless otherwise specified. Threaded connections shall be made so that the threads are concealed by fitting.
- C. Welded joints shall be rigid and continuously welded or spot welded as specified or shown. The face of welds shall be dressed flush and smooth. Exposed joints shall be close fitting and jointed where least conspicuous.
- D. Welding of parts shall be in accordance with the Standard Code of Arc and Gas Welding in Building Construction of the AWS and shall only be done where shown, specified, or permitted by the County. All welding shall be done only by welders certified as to their ability to perform welding in accordance with the requirements of the AWS Code. Component parts of built-up members to be welded shall be adequately supported and clamped or held by other adequate means to hold the parts in proper relation for welding.
- E. Welding of aluminum work shall be on the unexposed side as much as possible in order to prevent pitting or discoloration.
- F. All aluminum finish exposed surfaces, except as specified below, shall have manufacturer's standard mill finish. Aluminum handrails shall be given an anodic oxide treatment in accordance with the Aluminum Association Specification AA-C22-A41. A coating of methacrylate lacquer shall be applied to all aluminum shipment from the factory.
- G. Castings shall be of good quality, strong, tough, even-grained, smooth, free from scale, lumps, blisters, sand holes, and defects of any kind which render them unfit for the service for which they are intended. Castings shall be thoroughly cleaned and will be subjected to a hammer inspection in the field by the County. All finished surfaces shown on the Drawings and/or specified shall be machined to a true plane surface and shall be true and seat at all points without rocking. Allowances shall be made in the patterns so that the thickness specified or shown shall not be reduced in obtaining finished surfaces. Castings will not be acceptable if the actual weight is less than 95 percent of the theoretical weight computed from the dimensions shown. The Contractor shall provide facilities for weighing castings in the presence of the County showing true weights, certified by the supplier.
- H. All steel finish work shall be thoroughly cleaned, in accordance with the Contract Documents, of all loose mill scale, rust, and foreign matter before shipment and shall be given one shop coat of primer compatible with finish coats specified in Painting Section after fabrication but before shipping. Paint shall be applied to dry surfaces and shall be thoroughly and evenly spread and well worked into joints and other open spaces. Abrasions in the field shall be touched up with primer immediately after erection. Final painting is specified in the Contract Documents.
- I. Galvanizing, where required, shall be the hot-dip zinc process after fabrication. Following all manufacturing operations, all items to be galvanized shall be thoroughly cleaned, pickled, fluxed, and completely immersed in a bath of molten zinc. The resulting coating shall be adherent and shall be the normal coating to be obtained by immersing the items

in a bath of molten zinc and allowing them to remain in the bath until their temperature becomes the same as the bath. Coating shall be not less than 2 oz. per sq. ft. of surface.

3.02 INSTALLATION

- A. Install all furnished items imbedded in concrete or other masonry. Items to be attached to concrete or masonry after such work is completed shall be installed in accordance with the details shown. Fastening to wood plugs in masonry will not be permitted. All dimensions shall be verified at the site before fabrication is started.

- B. All steel surfaces to come in contact with exposed concrete or masonry shall receive a protective coating of an approved heavy bitumastic troweling mastic applied in accordance with the manufacturer's instructions prior to installation or provide a 1/32-inch neophrene gasket between the steel surface and the concrete or masonry.

- C. Where aluminum is embedded in concrete, apply a heavy coat of approved bitumastic troweling mastic in accordance with the manufacturer's instructions prior to installation.

- D. Where aluminum contacts masonry or concrete, provide a 1/32-inch neophrene gasket between the aluminum and the concrete or masonry.

- E. Where aluminum contacts a dissimilar metal, apply a heavy brush coat of zinc-chromate primer and provide a 1/32-inch neophrene gasket between the aluminum and the dissimilar metal.

Where aluminum contacts wood, apply two coats of aluminum metal and masonry paint to the wood.

END OF SECTION

DIVISION 7 THERMAL AND MOISTURE PROTECTION

SECTION 07100 WATERPROOFING, DAMPPROOFING AND CAULKING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all materials, labor, equipment, and incidentals required to perform all through wall flashing work, waterproofing, dampproofing, caulking, and related work necessary for the proper completion of the project as required by the Drawings and as specified herein.
- B. Dampproof the exterior surfaces of all exterior poured- in-place concrete walls or concrete masonry foundation walls from the top of the footings up to 6 inches below finished grade.

1.02 APPLICABLE SCHEDULE

- A. Deliver all materials in original manufacturer's packages with labels and seals intact. Handle and store in accordance with manufacturer's instructions.
- B. Inspect job conditions for defects which would prevent proper installation of caulking. Do not proceed until defects have been corrected.
- C. Caulk all exterior wall joints between metal wall panels and adjacent materials, between frames in openings and adjacent materials, between masonry and cast-in-place concrete, brick paver expansion and control joints and all other joints shown on the Drawings or required for the completion of the Work.
- D. Caulk all interior joints between frames and masonry, at tops of masonry walls, between masonry and structural concrete, expansion and control joints in ceramic tile and brick pavers, exterior window and door frames, louvers, and all other joints shown on the drawings or required for the completion of the Work.
- E. Joints noted as "caulk", "caulking", or "sealant" shall be caulked with the sealant specified herein.
- F. Furnish and place through wall flashing in exterior masonry walls as shown on the Drawings.
- G. Furnish and place vapor barrier under all building structure slabs contacting soil as specified herein.

1.03 SUBMITTALS

Submit two representative samples of any or all other proposed materials and installation method required for the work of this Section as requested by the County.

PART 2 PRODUCTS

2.01 DAMPPROOFING

- A. Dampproofing shall be Bitumastic Black Solution by the Koppers Company, Inc., Dehydrating 4 by W.R. Grace and Co., or equal.

2.02 CAULKING

- A. Caulking Compound: One component, synthetic rubber base sealant, soft curing, nonstaining, conforming to F.S. TT-S-00230 and Thiocol's Building Trade Performance Specifications for Type 1 Class B sealants. Colors shall match material receiving caulking, as directed by the County.
- B. Interior Silicone Sealant: F.S. TT-001543 for perimeter of plumbing fixtures against walls and floors and joints between laminated plastic counters and walls shall be transparent.
- C. Primer: As recommended by caulking compound manufacturer.
- D. Back-up Material: Closed cell foam polyethylene, or similar nonbituminous material as recommended by manufacturer of caulking compound and completely compatible with selected compound.

2.03 HYDRAULIC CEMENT

- A. Material for quick-set hydraulic cement shall be Waterplug as manufactured by Thoro System Products, or equal.

2.04 VAPOR BARRIER

- A. Vapor barrier shall be 10 mil thick polyethylene sheet with a vapor transmission rating of 0.20 perms. Laps between adjacent sheets shall be 10 inches minimum. Vapor barrier shall be carefully inspected by the County prior to concrete placement. Additional polyethylene sheet required for repair or replacement of damaged vapor barrier shall be furnished and installed by the Contractor as directed by the County at no additional cost to the County.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Installation of Dampproofing
 - 1. Surface to be treated shall be free from oil and dirt and shall be in the proper condition as indicated by the manufacturer prior to the application of the dampproofing material. The concrete shall have been completely cured and the surface shall be dry and free from frost at the time of application.
 - 2. Surfaces to be dampproofed shall receive two (2) heavy coats 10 mils thick, the first coat being carefully applied so that "holidays" or untreated air-bubble depressions in the surface shall be completely filled and the second coat will guarantee a 100% coating of the surface.
 - 3. Particular care shall be given to the application of dampproofing at all construction joints which are encountered.
 - 4. The number of coats specified is in addition to primer coats as recommended by the manufacturer.
- B. Installation of Caulking
 - 1. Surface Preparation: Clean metal surfaces free of grease, oil, wax, lacquer, and other foreign residue by wiping with a clean cloth moistened with a suitable solvent. Scrape or brush masonry surfaces clean. Apply appropriate primer to contact surfaces.
 - 2. Joint Preparation: Joints to be caulked having a depth in excess of 3/8-inch shall be packed with back-up material. Round back-up material shall be sized to require 20

percent to 5 percent compression upon insertion. In joints not of sufficient depth to allow packing, install polyethylene bond-breaking tape at back of joint. Avoid lengthwise stretching of back-up material. Cut all corners, avoid wrapping around corners.

3. Application: Apply compound with pressure flow gun with nozzle of proper size and shape to suit width of joint, promptly after mixing and with sufficient pressure to fill joint. Apply as a continuous operation horizontally in one direction and vertically from bottom to top, except joints having excessive widths where compound might sag, the joints shall be built up with excessive beads. Finish joints smooth and slightly covered.
4. Cleaning: Immediately clean adjacent material which may be soiled by caulking operation.

C. Installation of Quick-Set Hydraulic Cement

1. The surface shall be cleaned and free of dirt, loose mortar particles, paints, films, protective coatings, efflorescence, laitance, form treatments, curing compounds, and other materials.
2. Cut out crack at least 3/4 inches wide and deep, cutting back into wall slightly. Flush away all cuttings and dirt. Force water-plug into prepared crack with a round tool and smooth out. Form cove at junction.
3. To be applied under manufacturer's recommendations.

END OF SECTION

DIVISION 9 PAINTING

SECTION 09150 CEMENT PLASTER (STUCCO)

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to install cement plaster (stucco).

1.02 QUALITY ASSURANCE

- A. Portland Cement Plastering Standards - ASTM A42.2 and A42.3.

1.03 SUBMITTALS

- A. Submit to the County, as provided in Section 01340, a listing of brand names and types of materials proposed for use in the work of this Section.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in sealed containers and bundles, fully identified with manufacturer's name, brand, type and grade; store on pallets in dry, well ventilated space, protected from the weather, under cover and handle in accordance with manufacturer's recommendations.

1.05 JOB CONDITIONS

- A. Examine the substrates of the areas to receive the stucco and the conditions under which the work is to be performed. Notify the County, in writing, of conditions detrimental to the proper completion of the work. Do not proceed with the installation until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Environmental conditions: Maintain a minimum temperature of 50 degrees F in spaces being plastered. Maintain adequate continuous ventilation in plastered spaces until plaster is dry. Protect plaster from freezing and too rapid drying. Do not plaster on rusted metal materials.
- C. Protect other work from soiling, spattering, moisture deterioration and other harmful effects which may result from plastering operations.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Stucco Accessories
 - 1. Stucco accessories shall be produced from weatherproof PVC as manufactured by VinylTech Accessories, Plastic Components, Inc., or equal.
 - 2. Corner beads shall be No. 1 Corner Bead.
 - 3. Soffit external corner beads shall be No. 540 Drip Screed.
 - 4. Casing beads shall be No. 10 Casing Bead.
 - 5. Control joints shall be No. 20M Joint.
- B. Plaster Materials
 - 1. Portland cement shall conform with ASTM C150, Type I or IA.

2. Lime shall be special finishing hydrated lime conforming to ASTM C206, Type S.
3. Sand shall be clean, sharp, washed, natural and free from soluble salts and organic matter. Sand shall comply with ASTM C35 and when dry, shall pass No. 4 sieve.
4. Fiber shall be pure manilla, glass or synthetic fiber, good quality 1/2" to 2" in length, free from grease, oil, dirt and other impurities. No asbestos will be allowed.
5. Water shall be clean, fresh, potable water.

PART 3 EXECUTION

3.01 THREE COAT PLASTERING

- A. Portland cement plaster shall be three-coat work on CMU walls with a minimum thickness of 3/4". Exterior three-coat cement plaster (stucco) shall be made waterproof during and/or after application of one or more coats. Waterproofing materials shall be a product of Thoro System Products, Miami, Florida, or equal. Contractor shall be responsible for scheduling a review meeting with the supplier's technical representative and the County to determine the specific product and application techniques most appropriate for the masonry walls prior to the beginning of the stucco work.
- B. Proportions and Mixing
 1. All plaster shall be proportioned by weight. The materials shall be weighed by an approved weighing device. Measuring with a shovel will not be permitted.
 2. All plaster shall be mechanically mixed. Hand mixing will not be permitted. Mixer to be cleaned after each batch is dumped. Retempering of partially set material is not permitted. Discard plaster which has begun to stiffen.
 3. Scratch and brown coats shall be 100 lbs. Portland cement, 10 lbs. hydrated lime and not more than 300 lbs. sand. Add 2 lbs. fiber to scratch coat.
 4. Finish coat shall be mixed in proportions of 100 lbs. Portland cement to 10 lbs. hydrated lime mixed with 200 lbs. sand.
- C. Moisture Retention and Curing
 1. Dampen previous plaster coats which have dried out prior to time for applications of next coat. Dampen with water as required for uniform suction.
 2. Determine the most effective procedure for curing and the time lapse between application of coats based on climatic and job conditions. Plaster which is cracked or crazed due to improper timing and curing will not be accepted. Remove and replace defective plaster including plaster base materials, if damaged during removal of defective plaster.

3.03 CUTTING AND PATCHING

- A. Cut, patch, point-up and repair plaster as necessary to accommodate other work and to restore cracks, dents and imperfections. Repair or replace work to eliminate blisters, excessive crazing and check cracking, dryouts, efflorescence, sweat-outs and similar defects, including areas of the work which to not comply with specified tolerances, and where bonding to the substrate has failed.
- B. Provide approved procedures for protection of plaster from deterioration and damage during the remainder of the construction period.

END OF SECTION

SECTION 09865 SURFACE PREPARATION AND SHOP PRIME PAINTING

PART 1 GENERAL

1.01 SCOPE OF WORK

Furnish all labor, materials, equipment and incidentals required for the surface preparation and application of shop primers on ferrous metals, excluding stainless steels, as specified herein.

1.02 SUBMITTALS

- A. Submit to the County for approval, as provided in the Contract Drawings for shop drawings, manufacturer's specifications and data on the proposed primers and detailed surface preparation, application procedures and dry mil thickness.
- B. Submit representative physical samples of the proposed primers, if required by the County.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Submerged Services: Shop primer for ferrous metals which will be subject to splash action or which are specified to be considered submerged service shall be sprayed with one coat of Koppers 654 epoxy Primer or Koppers Inertol Primer 621-FDA, dry film thickness 3.5 to 4.5 mils by Koppers Co., Inc., or equal.
- B. Nonsubmerged Services: Shop primer for ferrous metals other than those covered by paragraph 2.01 A shall be sprayed with one coat of Koppers Pug Primer, dry film thickness 3.0 to 4.0 mils by Koppers Co., Inc. or equal.
- C. Nonprimed Surfaces: Gears, bearing surfaces, and other similar surfaces obviously not to be painted shall be given a heavy shop coat of grease or other suitable rust-resistant coating. This coating shall be maintained as necessary to prevent corrosion during all periods of storage and erection and shall be satisfactory to the County up to the time of the final acceptance.
- D. Compatibility of Coating Systems: Shop priming shall be done with primers that are guaranteed by the manufacturer to be compatible with their corresponding primers and finish coats specified in the Contract Documents for use in the field and which are recommended for use together.

PART 3 EXECUTION

3.01 APPLICATION

- A. Surface Preparation and Priming:
 - 1. Non submerged components scheduled for priming, as defined above, shall be sandblasted clean in accordance with SSPC-SP-6, Commercial Grade, immediately prior to priming. Submerged components scheduled for priming, as defined above, shall be sandblasted clean in accordance with SSPC-SP-10. Near White, immediately prior to priming.

2. Surfaces shall be dry and free of dust, oil, grease, dirt, rust, loose mill scale and other foreign material before priming.
3. Shop prime in accordance with approved paint manufacturer's recommendations.
4. Priming shall follow sandblasting before any evidence of corrosion has occurred and within 24 hours.

END OF SECTION

SECTION 09900 PAINTING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, tools, materials, equipment, scaffolding or other structures and incidentals necessary to complete this Contract in its entirety.
- B. The work includes painting and finishing of all new interior and exterior exposed items above and below grade and surfaces, such as structural steel, miscellaneous metals, ceilings, walls, floors, doors, frames, transoms, roof fans, construction signs, guardrails, posts, fittings, valves, tanks, equipment and all other work obviously required to be painted unless otherwise specified herein or on the Drawings. The omission of minor items in the Schedule of Work shall not relieve the Contractor of his obligation to include such items where they come within the general intent of the Specification as stated herein.
- C. The following items shall not be painted:
 - 1. Any code-requiring labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
 - 2. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated.
 - 3. Aluminum handrails (except where in contact with concrete) walkways, windows, louvers and grating unless otherwise specified herein.
 - 4. Signs and nameplates.
 - 5. Finish hardware.
 - 6. Chain link fence.
 - 7. Piping buried in the ground or embedded in concrete.
 - 8. Concealed surfaces of pipe or crawl space.
 - 9. Nonferrous metals, unless specifically noted otherwise.
 - 10. Electrical switchgear and motor control centers.
 - 11. Stainless steel angles, tubes, pipe, etc.
 - 12. Products with polished chrome, aluminum, nickel or stainless steel finish.
 - 13. Plastic switch plates and receptacle plates.
 - 14. Flexible couplings, lubricated bearing surfaces, insulation and metal and plastic pipe interior.
 - 15. Sprinkler heads.
 - 16. Lifting chain on cranes and hoists
 - 17. Electrical cable, festooned conductor system, cables, collector pole brackets, etc.
- D. All work shall be done in strict accordance with this Specification, the Design Drawings and the painting package, including manufacturer's printed instructions.
- E. The Contractor will obtain, at its own expense, all permits, licenses and inspections and shall comply with all laws, codes, ordinances, rules and regulations promulgated by authorities having jurisdiction which may bear on the Work. This compliance will include Federal Public Law 91-596 more commonly known as the "Occupational Safety and Health Act of 1970".

1.02 DEFINITIONS

- A. Field Painting is the painting of new or rebuilt items at the job site. Field painting shall be the responsibility of the Contractor.
- B. Shop Painting is the painting of new or rebuilt items in the shop prior to delivery to the jobsite.
- C. Abbreviations The abbreviations and definitions listed below, when used in this specification, shall have the following meanings:
 - 1. SSPC - Steel Structures Painting Council
 - 2. Exterior - Outside, exposed to weather
 - 3. Interior Dry - Inside, concealed or protected from weather
 - 4. Interior Wet - Inside, subject to immersion services
 - 5. ASTM - American Society of Test Materials
 - 6. NACE - National Association of Corrosion Engineers
 - 7. NSF - National Sanitation Foundation
 - 8. AWWA - American Water Works Association
- D. Dry Film Thickness shall be in Mils.

1.03 RESOLUTION OF CONFLICTS

- A. It shall be the responsibility of the Contractor to arrange a meeting prior to the start of painting, or flooring installation between the Contractor, the Paint Manufacturer, whose products are to be used, and the County. All aspects of surface preparation, application and coating systems as covered by this Specification will be reviewed at this meeting.
- B. Clarification shall be requested promptly from the County when instructions are lacking, conflicts occur in the Specifications, or the procedure seems improper or inappropriate for any reason.
- C. Copies of all manufacturer's instructions and recommendations shall be furnished to the County by the Painting Contractor.
- D. It shall be the responsibility of the Coating Manufacturer to have their factory representative meet in person with the Contractor and County a minimum of three times during the job as a consultant on surface preparation, mil thickness of coating and proper application of coating unless meeting is determined to be unnecessary by the County.

1.04 SUBMITTALS

- A. Contractor shall submit catalog data and cut sheets for the painting system being used if not the TNEMEC materials specified.
- B. Samples as detailed in 3.01 B shall be submitted regardless of system being used, showing each color to be used.
- C. Hazardous Material Disposal documentation shall be submitted if applicable.

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Effective oil and water separators shall be used in all compressed air lines serving spray painting and sandblasting operations to remove oil or moisture from the air before it is used. Separators shall be placed as far as practicable from the compressor.
- B. All equipment for application of the paint and the completion of the work shall be furnished by the Contractor in first-class condition and shall comply with recommendations of the paint manufacturer.
- C. Contractor will provide free of charge to the County a "Nordson-Mikrotest" or "Positest" dry film thickness gauge for ferrous metal and an OG232 "Tooke" gauge or equal for non-ferrous and cementitious surface, to be used to inspect coatings by the County and Contractor. The gauges may be used by the Contractor and returned each day to the County. County will return gauges to Contractor at completion of job.

2.02 MATERIALS

- A. All materials specified herein are manufactured by the TNEMEC Company, Inc., North Kansas City, Missouri. These products are specified to establish standards of quality and are approved for use on this Project.
- B. Equivalent materials of other manufacturers may be substituted on approval of the County. Requests for substitution shall include manufacturer's literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance and an independent laboratory certification that their product meets the performance criteria of the specified materials.
- C. Abrasion - Fed. Test Method Std. No. 141, Method 6192, CS-17 Wheel, 1,000 grams load.
- D. Adhesion - Elcometer Adhesion Tester.
- E. Exterior Exposure - Exposed at 45 degrees facing the ocean (South Florida Marine Exposure)
- F. Hardness - ASTM D3363-74
- G. Humidity - ASTM D2247-68
- H. Salt Spray (Fog) - ASTM B117-73
- I. Substitutions which decrease the total film thickness, change the generic type of coating, or fail to meet the performance criteria of the specified materials shall not be approved. Prime and finish coats of all surfaces shall be furnished by the same manufacturer.
- J. All coatings to be shop applied must meet the requirements for volatile organic compounds (VOC) of not more than 3.5 lbs/gallon after thinning.
- K. Colors, where not specified, shall be as selected by the County or their Representative.
- L. All coatings in contact with potable water need to be NSF Certified in accordance with ANSI/NSF Standard 61.

- M. All above ground potable water mains and appurtenances shall be painted safety blue.

PART 3 EXECUTION

3.01 INSPECTION OF SURFACES

- A. Before application of the prime coat and each succeeding coat, all surfaces to be coated shall be subject to inspection by the County. Any defects or deficiencies shall be corrected by the Contractor before application of any subsequent coating.
- B. Samples of surface preparation and of painting systems shall be furnished by the Contractor to be used as a standard throughout the job, unless omitted by the County.
- C. When any appreciable time has elapsed between coatings, previously coated areas shall be carefully inspected by the County, and where, in his opinion, surfaces are damaged or contaminated, they shall be cleaned and recoated at the Contractor's expense. Recoating times of manufacturer's printed instructions shall be adhered to.
- D. Coating thickness shall be determined by the use of a properly calibrated "Nordson-Mikrotest" "Positest" Coating Thickness Gauge (or equal) for ferrous metal or an OG232 "Tooke" Paint Inspection gauge (or equal) for non-ferrous and cementitious surfaces. Please note that use of the "Tooke" gauge is classified as a destructive test.

3.02 SURFACE PREPARATION

The surface shall be cleaned as specified for the paint system being used. All cleaning shall be as outlined in the Steel Structures Painting Council's Surface Preparation Specification, unless otherwise noted. If surfaces are subject to contamination, other than mill scale or normal atmospheric rusting, the surfaces shall be pressure washed, and acid or caustic pH residues neutralized, in addition to the specified surface preparation.

3.03 STANDARDS FOR SURFACE PREPARATION

- A. Chemical and/or Solvent Cleaning: Remove all grease, oil, salt, acid, alkali, dirt, dust, wax, fat, foreign matter and contaminants, etc. by one of the following methods: steam cleaning, alkaline cleaning, or volatile solvent cleaning.
- B. Hand Tool Cleaning: Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by hand chipping, scraping, sanding and wire brushing.
- C. Power Tool Cleaning: Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by power tool chipping, descaling, sanding, wire brushing and grinding.
- D. Flame Cleaning: Dehydrating and removal of rust, loose mill scale and some light mill scale by use of flame, followed by wire brushing.
- E. White Metal Blast Cleaning: Complete removal of all mill scale, rust, rust scale, previous coating, etc., leaving the surface a uniform gray-white color.
- F. Commercial Grade Blast Cleaning: Complete removal of all dirt, rust scale, mill scale, foreign matter and previous coating, etc., leaving only shadows and/or streaks caused by rust stain and mill scale oxides. At least 66% of each square inch of surface area is to be free of all visible residues, except slight discoloration.

- G. Brush-Off Blast Cleaning: Removal of rust scale, loose mill scale, loose rust and loose coatings, leaving tightly-bonded mill scale, rust and previous coatings. On concrete surfaces, brush-off blast cleaning shall remove all laitance, form oils and solid contaminants. Blasting should be performed sufficiently close to the surface so as to open up surface voids, bugholes, air pockets and other subsurface irregularities, but so as not to expose underlying aggregate.
- H. Pickling: Complete removal of rust and mill scale by acid pickling, duplex pickling or electrolytic pickling (may reduce the resistance of the surface to corrosion, if not to be primed immediately).
- I. Near-White Blast Cleaning: Removal of all rust scale, mill scale, previous coating, etc., leaving only light stains from rust, mill scale and small specks of previous coating. At least 95% of each square inch of surface area is to be free of all visible residues and the remainder shall be limited to slight discoloration.
- J. Power Tool Cleaning to Bare Metal: Complete removal of rust, rust scale, mill scale, foreign matter and previous coatings, etc., to a standard as specified on a Commercial Grade Blast Cleaning (SSPC-SP-6, NACE-3) by means of power tools that will provide the proper degree of cleaning and surface profile.
- K. Visual standards "Pictorial Surface Preparation Standards for Painting Steel Surfaces", and the National Association of Corrosion Engineer, "Blasting Cleaning Visual Standards" TM-01-70 and TM-01-75 shall be considered as standards for proper surface preparation.
- L. Oil, grease, soil, dust, etc., deposited on the surface preparation that has been completed shall be removed prior to painting according to Solvent Cleaning under this Specification.
- M. Weld flux, weld spatter and excessive rust scale shall be removed by Power Tool Cleaning as per these Specifications.
- N. All weld seams, sharp protrusions and edges shall be ground smooth prior to surface preparation or application of any coatings.
- O. All areas requiring field welding shall be masked off prior to shop coating, unless waived by the County.
- P. All areas which require field touch-up after erection, such as welds, burnbacks, and mechanically damaged areas, shall be cleaned by thorough Power Tool as specified in these Specifications.
- Q. Touch-up systems will be same as original specification except that approved manufacturer's organic zinc-rich shall be used in lieu of inorganic zinc where this system was originally used. Also strict adherence to manufacturer's complete touch-up recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the County's attention; otherwise, Contractor assumes full responsibility.

3.03 PRETREATMENTS

When specified, the surface shall be pretreated in accordance with the specified pretreatment prior to application of the prime coat of paint.

3.04 STORAGE

Materials shall be delivered to the job site in the original packages with seals unbroken and with legible unmutilated labels attached. Packages shall not be opened until they are inspected by the County and required for use. All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flame, direct rays of the sun or from excessive heat. Paint susceptible to damage from low temperatures shall be kept in a heated storage space when necessary. The Contractor shall be solely responsible for the protection of the materials stored by himself at the job site. Empty coating cans shall be required to be neatly stacked in an area designated by the County and removed from the job site on a schedule determined by the County. County may request a notarized statement from Contractor detailing all materials used on the Project.

3.05 PREPARATION OF MATERIALS

- A. Mechanical mixers, capable of thoroughly mixing the pigment and vehicle together, shall mix the paint prior to use where required by manufacturer's instructions; thorough hand mixing will be allowed for small amounts up to one gallon. Pressure pots shall be equipped with mechanical mixers to keep the pigment in suspension, when required by manufacturer's instructions. Otherwise, intermittent hand mixing shall be done to assure that no separation occurs. All mixing shall be done in accordance with SSPC Vol. 1, Chapter 4, "Practical Aspects, Use and Application of Paints" and/or with manufacturer's recommendations.
- B. Catalysts or thinners shall be as recommended by the manufacturer and shall be added or discarded strictly in accordance with the manufacturer's instruction.

3.06 APPLICATION

- A. Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer. Except as provided below, painting shall not be permitted when the atmospheric temperature is below 50 deg F, or when freshly painted surfaces may be damaged by rain, fog, dust, or condensation, and/or when it can be anticipated that these conditions will prevail during the drying period.
- B. No coatings shall be applied unless surface temperature is a minimum of 5deg above dew point; temperature must be maintained during curing.
- C. See coating schedule for actual coating systems to be used on this project.

DEW POINT CALCULATION CHART

DEW POINT CALCULATION CHART

Ambient Air Temperature - Fahrenheit

Relative Humidity	20	30	40	50	60	70	80	90	100	110	120
90%	18	28	37	47	57	67	77	87	97	107	117
85%	17	26	36	45	55	65	76	84	95	104	113
80%	16	25	34	44	54	63	73	82	93	102	110
75%	15	24	33	42	52	62	71	80	91	100	108
70%	13	22	31	40	50	60	68	78	88	96	105
65%	12	20	29	38	47	57	66	76	85	93	103
60%	11	29	27	36	45	55	64	73	83	92	101
55%	9	17	25	34	43	53	61	70	80	89	98
50%	6	15	23	31	40	50	59	67	77	86	94
45%	4	13	21	29	37	47	56	64	73	82	91
40%	1	11	18	26	35	43	52	61	69	78	87
35%	-2	8	16	23	31	40	48	57	65	74	83

SURFACE TEMPERATURE AT WHICH CONDENSATION OCCURS

Dew Point

Temperature at which moisture will condense on surface. No coatings should be applied unless surface temperature is a minimum of 5deg above this point. Temperature must be maintained during curing.

Example

If air temperature is 70 deg F and relative humidity is 65%, the dew point is 57 deg F. No coating should be applied unless surface temperature is 62 deg F minimum.

- A. No coating shall be applied unless the relative humidity is below 85%.
- B. Suitable enclosures to permit painting during inclement weather may be used if provisions are made to control atmospheric conditions artificially inside the enclosure, within limits suitable for painting throughout the painting operations.
- C. Field painting in the immediate vicinity of, or on, energized electrical and rotating equipment, and equipment and/or pipes in service shall not be performed without the approval of the County.
- D. Extreme care shall be exercised in the painting of all operable equipment, such as valves, electric motors, etc., so that the proper functioning of the equipment will not be affected.
- E. The Contractor's scaffolding shall be erected, maintained and dismantled without damage to structures, machinery, equipment or pipe. Drop cloths shall be used where required to protect buildings and equipment. All surfaces required to be clear for visual observation shall be cleaned immediately after paint application.
- F. Painting shall not be performed on insulated pipe within three (3) feet of insulation operations or on insulation whose covering and surface coat have not had time to set and

dry. Painting shall not be performed on uninsulated pipe within one (1) foot of any type of connection until the connection has been made, except as directed by the County.

- G. The prime coat shall be applied immediately following surface preparation and in no case later than the same working day. All paint shall be applied by brushing, paint mitt and roller, conventional spraying, or airless spraying, using equipment approved by the paint manufacturer.
- H. Each coat of paint shall be recoated as per manufacturer's instructions. Paint shall be considered recoatable when an additional coat can be applied without any detrimental film irregularities such as lifting or loss of adhesion.
- I. Surfaces that will be inaccessible after assembly shall receive either the full specified paint system or three shop coats of the specified primer before assembly.
- J. Finish colors shall be in accordance with the COLOR SCHEDULE and shall be factory mixed (i.e., there shall be no tinting by the Contractor, unless authorized by the County).
- K. All edges and weld seams in immersion service shall receive a "stripe coat" (applied by brush) of the 2nd coat prior to application of the full 2nd coat.
- L. All open seams in the roof area of tanks shall be filled after application of the topcoat with a flexible caulking such as Sika Flex 1A.

3.08 WORKMANSHIP

- A. The Contractor must show proof that all employees associated with this Project shall have been employed by the Contractor for a period not less than six (6) months.
- B. Painting shall be performed by experienced painters in accordance with the recommendations of the paint manufacturer. All paint shall be uniformly applied without sags, runs, spots, or other blemishes. Work which shows carelessness, lack of skill, or is defective in the opinion of the County, shall be corrected at the expense of the Contractor.
- C. The Contractor shall provide the names of at least three other projects of similar size and scope that they have successfully completed under their current company name.

3.09 APPLICATION OF PAINT

- A. By Brush and/or Rollers
 - 1. Top quality, properly styled brushes and rollers shall be used. Rollers with a baked phenol core shall be utilized.
 - 2. The brushing or rolling shall be done so that a smooth coat as nearly uniform in thickness as possible is obtained. Brush or roller strokes shall be made to smooth the film without leaving deep or detrimental marks.
 - 3. Surfaces not accessible to brushes or rollers may be painted by spray, by dauber or sheepskins, and paint mitt.
 - 4. It may require two coats to achieve the specified dry film thickness if application is by brush and roller.
- B. Air, Airless or Hot Spray
 - 1. The equipment used shall be suitable for the intended purpose, shall be capable of properly atomizing the paint to be applied and shall be equipped with suitable pressure regulators and gauges.

2. Paint shall be applied in a uniform layer, with a 50% overlap pattern. All runs and sags should be brushed out immediately or the paint shall be removed and the surface resprayed.
3. High build coatings should be applied by a cross-hatch method of spray application to ensure proper film thickness of the coating.
4. Areas inaccessible to spray shall be brushed; if also inaccessible to brush, daubs or sheepskins shall be used, as authorized by the manufacturer.
5. Special care shall be taken with thinners and paint temperatures so that paint of the correct formula reaches the receiving surface.
6. Nozzles, tips, etc., shall be of sizes and designs as recommended by the manufacturer of the paint being sprayed.
7. The first coat on concrete surfaces in immersion service should be sprayed and back rolled.

3.10 PROTECTION AND CLEANUP

- A. It shall be the responsibility of the Contractor to protect at all times, in areas where painting is being done, floors, materials of other crafts, equipment, vehicles, fixtures, and finished surfaces adjacent to paint work. Cover all electric plates, surface hardware, nameplates, gauge glasses, etc., before start of painting work.
- B. At the option of the County during the course of this project, the Contractor will contain all spent abrasives, old paint chips, paint overspray and debris by means suitable to the County, including, but not limited to, full shrouding of the area.
- C. If shrouding is required, the Contractor must provide a complete design of the intended shroud or cover. Care must be taken not to modify or damage the structure during the use of the shroud. If damage should occur, the Contractor is held responsible for all repairs.
- D. At completion of the work, remove all paint where spilled, splashed, spattered, sprayed or smeared on all surfaces, including glass, light fixtures, hardware, equipment, painted and unpainted surfaces.
- E. After completion of all painting, the Contractor shall remove from job site all painting equipment, surplus materials and debris resulting from this work.
- F. The Contractor is responsible for the removal and proper disposal of all hazardous materials from the job site in accordance with Local, State and Federal requirements as outlined by the Environmental Protection Agency.
- G. A notarized statement shall be presented to the County that all hazardous materials have been disposed of properly including, but not limited to: name of disposal company, disposal site, listing of hazardous materials, weights of all materials, cost per pound and EPA registration number.

3.11 TOUCH-UP MATERIALS

The Contractor shall provide at the end of the Project at least one (1) gallon of each generic topcoat in each color as specified by the County for future touch-up. Two gallons may be required for (2) component materials.

3.12 ON-SITE INSPECTION

During the course of this Project, the County will reserve the option of incorporating the services of a qualified inspection service. The inspection service will be responsible for assuring the proper execution of this Specification by the successful Contractor.

3.13 STEEL - STRUCTURAL, TANKS, PIPES AND EQUIPMENT

A. EXTERIOR EXPOSURE (NON-IMMERSION)

1. System No. 73-1: Epoxy/High Build Urethane

This system is highly resistant to abrasion, wet conditions, corrosive fumes and chemical contact. Provides 3-4 times the color and gloss retention of conventional paints. Second coat to be same color or close to finish color. Specify Series 74 Endura-Shield for gloss finish.

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

Shop Coat: 66-1211 Epoxoline Primer	3.0 - 4.0		
2nd Coat: 66-Color Hi-Build Epoxoline	2.0 - 3.0		
3rd Coat: 73-Endura-Shield III	<u>2.0 - 3.0</u>		
		Dry Film Thickness	7.0 - 10.0
		Minimum	8.0 Mils

2. System No. 73-2: High Build Urethane for Marginally Cleaned Surfaces or Topcoating Existing System

This system can be used over factory finish paint or cover non-sandblasted steel and offer the high performance of a urethane coating. Specify Series 74 Endura-Shield for gloss finish.

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning or SSPC-SP3 Power Tool Cleaning

Shop Coat: Manufacturer Standard Primer (or existing coating)	1.5 - 2.0		
2nd Coat: 135 Chembuild	3.0 - 5.0		
3rd Coat: 73-Color Endura-Shield	<u>2.0 - 3.0</u>		
		Dry Film Thickness	6.5 - 10.0
		Minimum	7.5 Mils

3. System No. 82-1: Silicone Alkyd Enamel - Gloss

Coating system for outstanding color and gloss retention and weatherability. This system will provide better performance than alkyd enamel, but not as good as a urethane. Series 82 includes a minimum of 30% silicone resin and conforms to SSPC-Paint 21-78, Type 1.

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

Shop Coat: 37H-77 Chem Prime	2.0 - 3.5		
2nd Coat: 23-Color Enduratone	2.0 - 3.0		
3rd Coat: 82-Color Silicone Alkyd Enamel	<u>1.0 - 2.0</u>		

Dry Film Thickness	5.0 - 8.5
Minimum	6.0 Mils

4. System 90-97: Zinc/Epoxy/Urethane

This system offers the added corrosion protection of a zinc rich primer. Series 90-97 Tneme-Zinc is an organic zinc-rich primer that can be used for field touch up of a zinc primer or for touch up of galvanized surfaces that are damaged.

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

Shop Coat: 90-97 Tneme-Zinc	2.5 - 3.5	
2nd Coat: 66-Color Hi-Build Epoxoline	2.0 - 3.0	
3rd Coat: 73 Endurashield III	<u>2.0 - 3.0</u>	
	Dry Film Thickness	6.5 - 9.5
	Minimum	8.0 Mils

B. INTERIOR EXPOSURE (NON-IMMERSION)

1. System No. 69.1: High Solids Epoxy

This coating will provide maximum protection. It offers chemical and corrosion resistance for long-term protection against salt spray, moisture, corrosive fumes, and chemical attack. Series 69 is a polyamidoamine cured epoxy. Primer coat must be touched-up before second coat is applied.

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

Shop Coat: 69-1211 Epoxoline Primer II	3.0 - 5.0	
2nd Coat:		
69-Color Hi-Build Expoxoline II	<u>4.0 - 6.0</u>	
	Dry Film Thickness	7.0 - 11.0
	Minimum	9.0 Mils

2. System No.66-2: High Build Epoxy

This system will provide chemical and corrosion resistance against abrasion, moisture, corrosion fumes, chemical contact and immersion in non-potable water. Primer coat must be touched-up before second coat is applied. Substitute Series 161 for low temperature cure or quick recoats.

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

Shop Coat: 69-1211 Epoxoline Primer	3.0 - 5.0	
2nd Coat: 69-Color Hi-Build Expoxoline	<u>4.0 - 6.0</u>	
	Dry Film Thickness	7.0 - 11.0
	Minimum	9.0 Mils

3. System No. 66-6: High Build Epoxy (Over OEM Finishes)

This system is to be used over standard manufacturer's primer to offer a high performance epoxy finish. Excellent for areas of rust not able to be completely cleaned.

Surface Preparation: Spot SSPC-SP6 Commercial Blast Cleaning or SSPC- SP11 Power Tool Cleaning to Bare Metal

Shop Coat: Manufacturer's Standard
(or existing coating)

2nd Coat: 50-330 Poly-Ura-Prime

3rd Coat: 66-Color Hi-Build Expoxoline

1.0 - 2.0

2.0 - 3.0

2.0 - 4.0

Dry Film Thickness 5.0 - 9.0
Minimum 7.0 Mils

C. IMMERSION

1. System No. 69-2: High Solids Epoxy (Non-Potable Water)

This system provides maximum protection in immersion service. Scarify the surface before topcoating if the Series 69 has been exterior-exposed for 90 days or longer. If primer coat is damaged, it must be touched-up before second coat is applied.

Surface Preparation: SSPC-SP10 Near-White Blast Cleaning

Shop Coat:

69-1211 Hi-Build Expoxoline II

3.0 - 5.0

2nd Coat:

69-Color Hi-Build Expoxoline II

6.0 - 8.0

Dry Film Thickness 9.0 - 13.0
Minimum 11.0 Mils

2. System No. 66-2: High Solids Epoxy (Non-Potable Water)

This system will provide chemical and corrosion resistance for protection against abrasion, moisture, corrosive fumes, chemical contact and immersion. Primer coat must be touched-up before second coat is applied. Scarify the surface before topcoating if the Series 66 has been exterior-exposed for 60 days or longer. Substitute Series 161 for low temperature cure or quick recoats.

Surface Preparation: SSPC-SP10 Near-White Blast Cleaning

Shop Coat: 66-1211 Expoxoline Primer

3.0 - 5.0

2nd Coat: 66-Color Hi-Build Expoxoline

3.0 - 5.0

3rd Coat: 66-Color Hi-Build Expoxoline

3.0 - 5.0

Dry Film Thickness 9.0 - 15.0
Minimum 11.0 Mils

3. System No. 20-1: Epoxy-Polyamide (Potable Water)

This system meets American Water Works Association AWWA D 102 Inside Paint System Number 1. Series 20 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61. Substitute Series FC20 for low temperature cure or quick recoats.

Surface Preparation: SSPC-SP10 Near-White Blast Cleaning

Shop Coat:

20-WH02 Pota-Pox (Tank White)

3.0 - 5.0

2nd Coat: 20-1255 Pota-Pox (Beige)	4.0 - 6.0		
3rd Coat: 20-WH02 Pota-Pox (Tank White)	<u>4.0 - 6.0</u>		
	Dry Film Thickness	11.0 - 17.0	
	Minimum	12.0 Mils	

4. System No. 140: High Solids Epoxy (Potable Water)

Series 140 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61.

Surface Preparation: SSPC-SP10 Near-White Blast Cleaning

Shop Coat: 140-1255 Pota-Pox II (Beige)	6.0 - 8.0		
2nd Coat:			
140-WH02 Pota-Pox II (Tank White)	<u>6.0 - 8.0</u>		
	Dry Film Thickness	12.0 - 16.0	
	Minimum	14.0 Mils	

5. System No. 46-30: Coal Tar-Epoxy (Non-Potable Water Only)

May be applied in a two-coat application. Review critical recoat time if utilized.

Surface Preparation: SSPC-SP10 Near-White Blast Cleaning*

One Coat: 46H-413 Hi-Build Tneme Tar
Minimum Dry Film Thickness 14.0 - 20.0

*SSPC-SP-6 Commercial Blast Cleaning may be used for non-immersion service.

6. System No. 46-26: Coal Tar Epoxy (Non-Potable Water Only)

Must be recoated within four days at 75deg F. Higher temperature will shorten recoat time.

Surface Preparation: SSPC-SP10 Near-White Blast Cleaning*

1st Coat: 46-413 Tneme Tar	8.0 - 10.0		
2nd Coat: 46-413 Tneme Tar	<u>8.0 - 10.0</u>		
	Dry Film Thickness	16.0 - 20.0	
	Minimum	16.0 Mils	

*SSPC-6 Commercial Blast Cleaning may be used for non-immersion service.

3.14 OVERHEAD METAL DECKING, JOIST

A. INTERIOR EXPOSURE

System No. 15-1: Uni-Bond

This system should be used on ceiling areas where a one-coat system is desired. Can be applied over steel, galvanized and aluminum decking, joist, beams, conduits and concrete.

Surface Preparation: Surfaces must be dry, clean and free of oil, grease and other contaminates. Allow concrete to cure 28 days.

Coating: 15-Color Uni-Bond

Dry Film Thickness 2.5 - 3.5

B. EXTERIOR EXPOSURE

System No. 135-1: Chembuild

This system can be applied over a wide variety of coatings and factory finishes. It can also be applied direct to galvanized aluminum decking, joists, conduits and tight rust.

Surface Preparation: Pressure clean to remove all dirt, oil, grease, chemicals and foreign contaminants. Remove loose paint and all rust by hand and power tool cleaning (SSPC-SP 2 & 3)

Coating: 135-Color Chembuild

Dry Film Thickness 3.0 - 5.0

3.15 MILL COATED STEEL PIPE

A. EXTERIOR/INTERIOR EXPOSURE (NON-IMMERSION)

System No. 66-3: Epoxy-Polyamide

This system can be applied directly to mill coated steel pipe without sandblasting for use in non-immersion. There may be some bleed through with the 1st coat. Do not apply over glossy varnish type mill coatings.

Surface Preparation: Surface shall be clean and dry.

1st Coat: 66-1211 Epoxoline Primer	3.0 - 4.0		
2nd Coat: 66-Color Hi-Build Expoxoline	4.0 - 6.0		
3rd Coat: (If required)	<u>(4.0 - 6.0)</u>		
	Dry Film Thickness	11.0 - 16.0	
	Minimum	11.0 Mils	

3.16 GALVANIZED STEEL - PIPE AND MISCELLANEOUS FABRICATIONS

A. EXTERIOR / (NON-IMMERSION)

System No. 73-1: Epoxy/High Build Urethane

Series 66 has excellent adhesion to galvanized steel. This system is highly resistant to abrasion, wet conditions, corrosive fumes and chemical contact. Provides 3-4 times the color and gloss retention of conventional paints. First coat to be same color as or close to the finish color. Specify Series 74 Endura-Shield for gloss finish.

Surface Preparation: SSPC-SP1 Solvent Cleaning

1st Coat: 66-Color Hi-Build Epoxoline	2.0 - 4.0		
2nd Coat: 73-Color Endura-Shield	<u>2.0 - 4.0</u>		
	Dry Film Thickness	4.0 - 8.0	
	Minimum	5.0 Mils	

B. INTERIOR EXPOSURE (NON IMMERSION) AND ALUMINUM IN CONTACT WITH CONCRETE

System No. 66-6: Polyamide Epoxy

Surface Preparation: SSPC-SP1 Solvent Cleaning

1st Coat: 66-Color Hi-Build Epoxoline	2.0 - 4.0		
2nd Coat: 66-Color Hi-Build Epoxoline	<u>2.0 - 4.0</u>		
		Dry Film Thickness	4.0 - 8.0
		Minimum	5.0 Mils

C. IMMERSION (POTABLE WATER)

System No. 20-1: Epoxy-Polyamide (Potable Water)

Series 20 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61. Substitute Series FC20 for low temperature cure of quick recoat.

Surface Preparation: SSPC-SP 7 Brush Off Blast Cleaning

1st Coat: 20-1255 Pota-Pox Primer	3.0 - 5.0		
2nd Coat: 20-WH02 Pota-Pox Finish	<u>4.0 - 6.0</u>		
		Dry Film Thickness	7.0 - 11.0
		Minimum	9.0 Mils

3.17 CHAIN-LINK FENCES

A. GALVANIZED STEEL & NON-FERROUS METAL

System No. 22-1: Oil-Cementitious

Surface Preparation: Surface shall be clean and dry

One Coat: 22-Color Galv-Gard

Dry Film Thickness 3.0 - 4.0

3.18 CONCRETE

A. EXTERIOR - ABOVE GRADE

1. System No. 52-1 Modified Epoxy - Sand Texture

Series 52 is a high build, decorative sand texture finish that hides minor surface irregularities and gives long-term protection against weather, driving rain, ultraviolet exposure, alternate freezing and thawing. Series 52 will actually become part of the concrete. Available in Series 55, Tneme-Crete smooth finish. For porous substrates, a second coat of Series 52 is required. Substitute Series 180 or 181 W.B. Tneme-Crete when specified over existing acrylic or latex coatings.

Surface Preparation: Surface shall be clean and dry.

One Coat: 52-Color Tneme-Crete

Dry Film Thickness 8.0 - 10.0

2. System No. 6-1: Acrylic Emulsion Low Sheen

If semi-gloss finish is desired, use Series 7 Tneme-Cryl SG as the second coat.

Surface Preparation: Surface must be clean and dry.

1st Coat: 6-Color Tneme-Cryl	2.0 - 3.0		
2nd Coat: 6-Color Tneme-Cryl	<u>2.0 - 3.0</u>		
		Dry Film Thickness	4.0 - 6.0
		Minimum	5.0 Mils

3. System No. 156-1: Modified Acrylic Elastomer

If texture is needed, use 157 Enviro-Crete TX (medium texture) or 159 Enviro-Crete XTX (coarse texture). For application over previously applied coatings, use TNEMEC Series 151 Elasto-Grip at 1.0 - 2.5 mils DFT prior to the application of Series 156 Enviro-Crete.

Surface Preparation: Surface must be clean and dry.

1st Coat: 156-Color Enviro-Crete	4.0 - 8.0		
2nd Coat: 156-Color Enviro-Crete	<u>4.0 - 8.0</u>		
		Dry Film Thickness	8.0 - 16.0
		Minimum	10.0 Mils

B. EXTERIOR - BELOW GRADE

1. System No. 46-61: Coal Tar Pitch Solution

Surface Preparation: Surface must be clean and dry, Level all protrusions.

1st Coat: 46-465 H.B. Tnemecol	8.0 - 12.0		
2nd Coat: 46-465 H.B. Tnemecol	<u>8.0 - 12.0</u>		
		Dry Film Thickness	16.0 - 24.0
		Minimum	16.0 Mils

2. System No. 46-31: Coal Tar-Epoxy

Surface Preparation: Surface shall be clean and dry.

One Coat: 46H-413 Hi-Build Tneme-Tar

Dry Film Thickness 14.0 - 20.0

3. System No. 100-1: Crystalline Waterproofing

This system can be applied to concrete that is still wet or has not developed final cure. It can be used where wet surface conditions exist or where there is the potential for water intrusion due to hydrostatic pressure. Application shall be per Xypex specification manual.

Surface Preparation: Surface to be clean and roughened by Brush Blasting or Acid Etching.

1st Coat: XYPEX Concentrate at 1.5 lbs/SY

2nd Coat: XYPEX Modified at 1.5 lbs/SY

C. EXTERIOR/INTERIOR EXPOSURE (NON-IMMERSION)

1. System No. 6-1: Acrylic Emulsion, Low Sheen (Interior/Exterior)

This system will provide a decorative coating with good exterior durability, color retention, and a high vapor transmission rate. For Semi-Gloss finish, use 7-Color Tneme-Cryl S/G.

Surface Preparation: Surface shall be clean and dry. Allow concrete to cure for 28 days.

1st Coat: 6-Color Tneme-Cryl	2.0 - 3.0	
2nd Coat: 6-Color Tneme-Cryl	<u>2.0 - 3.0</u>	
	Dry Film Thickness	4.0 - 6.0
	Minimum	5.0 Mils

2. System No. 66-4: Epoxy-Polyamide (Interior/Exterior)

Series 66 provides excellent protection from abrasion, moisture, corrosive fumes and chemical contact. For exterior exposures, topcoat with Series 73, or 74 Endura-Tone for gloss and color retention.

Surface Preparation: Surfaces shall be clean and dry. Allow concrete to cure for 28 days. SSPC-SP-7 Brush-Off Blast Clean.

1st Coat: 66-Color Hi-Build Epoxoline	3.0 - 5.0	
2nd Coat: 66-Color Hi-Build Epoxoline	<u>4.0 - 6.0</u>	
	Dry Film Thickness	7.0 - 11.0
	Minimum	9.0 Mils

3. System No. 83-1: High Solids Catalyzed Epoxy (Interior)

Surface Preparation: Surface shall be clean and dry. Allow concrete to cure for 28 days. SSPC-SP-7 Brush Off Blast Clean. Concrete block surfaces: Allow to cure 28 days. Level fins, protrusions and mortar splatter.

1st Coat: 83-Color Ceramlon II	6.0 - 10.0	
2nd Coat: 83-Color Ceramlon II	<u>6.0 - 10.0</u>	
	Dry Film Thickness	12.0 - 20.0
	Minimum	14.0 Mils

D. IMMERSION - POTABLE & NON-POTABLE WATER

1. System No. 66-4: Epoxy Polyamide (Non-Potable Water)

Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNE MEC Series 63-1500 Filler and Surfacer.

Surface Preparation: SSPC-SP-7 Brush-Off Blast Cleaning

1st Coat: 66-Color Hi-Build Epoxoline	4.0 - 6.0
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2nd Coat: 66-Color Hi-Build Epoxoline	<u>4.0 - 6.0</u>	
	Dry Film Thickness	8.0 -12.0
	Minimum	10.0 Mils

2. System No. 104-5: High Solids Epoxy (Non-Potable Water)

Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler and Surfacer.

Surface Preparation: SSPC-SP-7 Brush-Off Blast Cleaning

1st Coat: 104-1255 H.S. Epoxy Primer	6.0 - 10.0	
2nd Coat: 104 Color H.S. Epoxy	<u>6.0 - 10.0</u>	
	Dry Film Thickness	12.0 - 20.0
	Minimum	14.0 Mils

3. System No. 46-31: Coal Tar-Epoxy (Non-Potable Water)

May be applied in a two-coat application. Review critical recoat time is utilized. Surface irregularities and bugholes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler and Surfacer.

Surface Preparation: Brush-Off Blast Cleaning

One Coat: 46H-413 Hi-Build Tneme-Tar	
	Dry Film Thickness 14.0-20.0

4. System No. 45-27: Coal Tar Epoxy (Non-Potable Only)

Must be recoated within four days at 75deg F. Higher temperature will shorten recoat time.

Surface Preparation: Brush-Off Blast Cleaning

1st Coat: 46-413 Tneme Tar	8.0 - 10.0	
2nd Coat: 46-413 Tneme Tar	<u>8.0 - 10.0</u>	
	Dry Film Thickness	16.0 - 20.0
	Minimum	16.0 Mils

5. System No. 20-2 Epoxy-Polyamide (Potable Water)

This system meets American Water Works Association AWWA D 102 Inside System No. 1. Series 20 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61. Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler and Surfacer. (NSF Standard 61 approved). Substitute Series FC20 for low temperature cure or quick recoats.

Surface Preparation: SSPC-SP10 Near White Blast Cleaning

1st Coat: 20-1255 Pota-Pox	4.0 - 6.0	
2nd Coat: 20-WH02 Pota-Pox Finish	<u>4.0 - 6.0</u>	
	Dry Film Thickness	8.0 - 12.0
	Minimum	10.0 Mils

6. System No. 139-2: Epoxy-Polyamine (Potable Water)

Series 139 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61. Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler and Surfacer. (NSF Standard 61 approved.)

Surface Preparation: SSPC-SP10 Near-White Blast Cleaning

1st Coat: 139-1255 Pota-Pox II	6.0 - 8.0		
2nd Coat: 139-WH02 Pota-Pox II	<u>6.0 - 8.0</u>		
	Dry Film Thickness	12.0 - 16.0	
	Minimum	14.0 Mils	

E. INTERIOR EXPOSURE (NON-IMMERSION)

1. System No. 104-3: High Solids Epoxy

This system will produce a slick, tile-like finish that has excellent chemical and water resistance. Surface will be easy to clean.

Surface Preparation: Surface to be clean and dry.

1st Coat: 104-Color H.S. Epoxy	6.0 - 8.0		
2nd Coat: 104-Color H.S. Epoxy	<u>6.0 - 8.0</u>		
	Dry Film Thickness	12.0 - 16.0	
	Minimum	14.0 Mils	

2. System No. 113-1: Acrylic-Epoxy Semi-Gloss

This system will provide high performance and can be applied directly over existing coatings without lifting. Can be used when low odor is required during application. Specify Series 114 Tneme-Tuffcoat for Gloss Finish.

Surface Preparation: Surface must be clean and dry.

One Coat: 113-Color Tneme-Tuffcoat			
	Dry Film Thickness	4.0 - 6.0	

3.19 CONCRETE FLOORS

A. EPOXY FLOOR COATINGS

1. System No. 67-1: Epoxy-Polyamide

This system will provide a durable, long-wearing coating that bonds tightly to concrete and stands up under heavy foot traffic, frequent cleaning and spillage of water, oil, grease, or chemical.

Surface Preparation: Acid Etch or Brush-Off Blast Cleaning

1st Coat: 67-Color Tnema-Tread	2.0 - 3.0		
2nd Coat: 67-Color Tnema-Tread	<u>2.0 - 3.0</u>		
	Dry Film Thickness	4.0 - 6.0	

Minimum 5.0 Mils

2. System No. S67-1: Epoxy-Polyamide (Non-Skid)

This system will provide the same protection and durability as System 67-1 with the addition of a non-skid finish.

Surface Preparation: Acid Etch or Brush-Off Blast Cleaning

1st Coat: S67-Color Tneme-Tread	2.0 - 3.0		
2nd Coat: 67-Color Tneme-Tread	<u>2.0 - 3.0</u>		
	Dry Film Thickness	4.0 - 6.0	
	Minimum	5.0 Mils	

3. System No. 73-12: Epoxy/Urethane

This system will provide maximum protection against chemical splash and spillage, wet conditions and abrasion. Specify Series 70 Endura-Shield for Gloss finish. First coat must be thinned 20% prior to application. For non-skid finish, specify Series S67 Tneme-Tread for the first and second coat.

Surface Preparation: Acid Etch or Brush-Off Blast Cleaning

1st Coat: 67-Color Tneme-Tread	2.0 - 3.0		
2nd Coat: 67-Color Tneme-Tread	2.0 - 3.0		
3rd Coat: 71-Color Endura-Shield	<u>1.5 - 2.5</u>		
	Dry Film Thickness	5.5 - 8.5	
	Minimum	6.5 Mils	

4. System No. 281-1: High Build Polyamine-Epoxy Floor

Please refer to manufacturer's Installation Guide and Technical Data for proper installation.

Surface Preparation: Abrasive blast cleaning (refer to Installation Guide of manufacturer.

1st Coat: 201 Epoxoprime	6.0 - 8.0		
2nd Coat: 281 Tneme-Glaze	<u>6.0 - 8.0</u>		
	Dry Film Thickness	12.0 - 16.0	
	Minimum	14.0 Mils	

5. System No. 221/281: Functional Flooring (Non-Slip)

Please refer to manufacturer's Installation Guide and Technical Data for proper installation.

Surface Preparation: Abrasive blast cleaning (refer to Installation Guide of manufacturer.

1st Coat: 201 Epoxoprime	6.0 - 8.0		
2nd Coat: 221 Lami-Tread (2 cts. @ 1/16" ea.)	1/8"		
3rd Coat: 281 Tneme-Glaze	<u>8.0 - 12.0</u>		
	Minimum Dry Film Thickness	1/4" +	

3.20 POROUS MASONRY

A. EXTERIOR/INTERIOR EXPOSURE

1. System No. 52-2: Modified Epoxy - Sand Texture

First coat of Tneme-Crete will act as a filler coat while the second coat will completely seal and finish. Long-term life and high performance. Available in Series 55 Tneme-Crete smooth finish.

Surface Preparation: Surface shall be clean and dry.

1st Coat: 52-Color Tneme-Crete 60 - 80 SF

2nd Coat: 52-Color Tneme-Crete Per Gal/Per Coat

2. System No. 6-2: Acrylic Emulsion, Low Sheen

This system will fill the block and provide a sealed surface. For Semi-Gloss Finish, use 7-Color Tneme-Cryl S/G.

Surface Preparation: Surface shall be clean and dry.

1st Coat: 54-562 Modified Epoxy Masonry Filler

80 SF Gal

2nd Coat: 6-Color Tneme-Cryl 2.0 - 3.0

3rd Coat: 6-Color Tneme-Cryl 2.0 - 3.0

*4.0 - 6.0

*Total Dry Film Thickness of Topcoats Only.

3. System No. 66-15: Epoxy-Polyamide (Interior)

Block Filler is a modified epoxy designed for high moisture.

Surface Preparation: Surface shall be clean and dry.

1st Coat: 54-660 Epoxy Masonry Filler 100 SF/Gal

2nd Coat: 66-Color Hi-Build Epoxoline 4.0 - 6.0

3rd Coat: 66-Color Hi-Build Epoxoline 4.0 - 6.0

*8.0 - 12.0

*Total Dry Film Thickness of Topcoats Only.

4. System No. 104-6: High Solids Epoxy (Interior Only)

This system will produce a film thickness of 16 mils. The surface will be tile-like for easy cleaning and will provide protection against chemical attack, corrosive fumes, high humidity and wash down. Backfold first coat to fill porosity.

Surface Preparation: Surface to be clean and dry.

1st Coat: 104-Color H.S. Epoxy 6.0 - 10.0

2nd Coat: 104-Color H.S. Epoxy 6.0 - 10.0

Dry Film Thickness 12.0 - 20.0

Minimum 14.0 Mils

5. System No. 113-1: Acrylic-Epoxy Semi-Gloss (Interior Only)

Series 113 Tneme-Tufcoat has very low odor and can be used when painting in occupied areas. Specify Series 114 Tneme-Tufcoat for a gloss finish.

Surface Preparation: Surface must be clean and dry.

1st Coat: 130 Envirofill	100 SF/Gal
2nd Coat: 113-Color Tnema-Tufcoat*	<u>4.0 - 6.0</u>

**4.0 - 6.0

* Two coats may be required if applied by roller

** Total Dry Film Thickness of Topcoats Only

6. System No. 156-1: Modified Acrylic Elastomer

If texture is needed, use 157 Enviro-Crete TX (medium texture of 159 Enviro-Crete XTX - coarse texture). For application over previously applied coatings, use TNE MEC 151 Elasto-Grip at 1.0 - 2.5 mils DFT.

Surface Preparation: Surfaces must be clean and dry.

1st Coat: 130 Envirofill	100 SF/Gal
2nd Coat: 156-Color Enviro-Crete	4.0 - 8.0
3rd Coat: 156-Color Enviro-Crete	<u>4.0 - 8.0</u>

Dry Film Thickness	8.0 - 16.0
Minimum	10.0 Mils
(For 2nd & 3rd Coats)	

3.21 GYPSUM WALLBOARD

A. INTERIOR EXPOSURE

1. System No. 111-5: Acrylic-Epoxy

Surface Preparation: Surface must be clean and dry.

1st Coat: 51-792 PVA Sealer	1.0 - 2.0
2nd Coat: 113 H.B. Tnemetufcoat*	<u>4.0 - 5.0</u>

Dry Film Thickness	5.0 - 7.0
Minimum	6.0 Mils

*Two coats may be required if application is by brush and roller.

2. System No. 66-22: Hi-Build Epoxoline

Surface Preparation: Surface must be clean and dry.

1st Coat: 51-792 PVA Sealer	1.0 - 2.0
2nd Coat: 66-Color Hi-Build Epoxoline*	<u>4.0 - 6.0</u>

Dry Film Thickness	5.0 - 8.0
Minimum	5.0 Mils

*Two coats may be required if applied by roller

3. System No. 6-1: Acrylic Emulsion, Low Sheen
(Interior/Exterior Exposure)

This system is designed for mild use areas like office walls, laboratory ceilings, stairwells, etc. For Semi-Gloss finish, use 7-color Tneme-Cryl S/G.

Surface Preparation: Surface must be dry and clean.

1st Coat: 6-Color Tneme-Cryl	2.0 - 3.0		
2nd Coat: 6-Color Tneme-Cryl	<u>2.0 - 3.0</u>		
	Dry Film Thickness	4.0 - 6.0	
	Minimum	5.0 Mils	

3.22 WOOD

A. EXTERIOR/INTERIOR EXPOSURE

1. System No. 23-4: Alkyd Semi-Gloss

Specify Series 2H Hi-Build Tneme-Gloss for High Gloss finish.

Surface Preparation: Surface shall be clean and dry.

1st Coat: 36-603 Undercoater	2.5 - 3.5		
2nd Coat: 23 Enduratone	1.5 - 3.5		
3rd Coat: 23 Enduratone	<u>1.5 - 3.5</u>		
	Dry Film Thickness	5.5 - 10.5	
	Minimum	6.0 Mils	

2. System No. 6-5: Acrylic Latex

Substitute Series 7 if semi gloss finish is desired.

Surface Preparation: Surface shall be clean and dry.

1st Coat: 36-603 Undercoater	2.0 - 3.5		
2nd Coat: 6-Color Tneme-Cryl	2.0 - 3.0		
3rd Coat: 6-Color Tneme-Cryl	<u>2.0 - 3.0</u>		
	Dry Film Thickness	6.0 - 9.5	
	Minimum	7.5 Mils	

3.23 PVC PIPE

A. EXTERIOR OR INTERIOR

System No. 66-23: Epoxy-Polyamide

Optional topcoat of Series 73/74 Endura-Shield would give long-term color and gloss retention for exterior exposure.

Surface Preparation: Surface shall be clean and dry.

One Coat: 66-Color Hi-Build Epoxoline

3.24 INSULATED PIPE

A. INTERIOR EXPOSURE

System No. 6-1: Acrylic Emulsion, Low Sheen

For semi-gloss finish, use 7-Color Tneme-Cryl S/G.

Surface Preparation: Surface shall be clean and dry.

1st Coat: 6-Color Tneme-Cryl	2.0 - 3.0		
2nd Coat: 6-Color Tneme-Cryl	<u>2.0 - 3.0</u>		
	Dry Film Thickness	4.0 - 6.0	
	Minimum	5.0 Mils	

3.25 HIGH HEAT COATING

A. EXTERIOR/INTERIOR EXPOSURE

1. System No. 39-2: Silicone Aluminum (1200deg F Maximum)

Surface Preparation: SSPC-SP10 Near-White Blast Cleaning - 1.0 Mil Surface Profile

1st Coat: 39-1261 Silicone Aluminum	1.0 - 1.5		
2nd Coat: 39-1261 Silicone Aluminum	<u>1.0 - 1.5</u>		
	Dry Film Thickness	2.0 - 3.0	
	Minimum	2.0 Mils	

2. System No. 39-4: Silicone Aluminum (600deg F Maximum)

Surface Preparation: SSPC-SP10 Near-White Blast Cleaning - 1.0 Mil Surface Profile

1st Coat: 39-661 Silicone Aluminum	1.0 - 1.5		
2nd Coat: 39-661 Silicone Aluminum	<u>1.0 - 1.5</u>		
	Dry Film Thickness	2.0 - 3.0	
	Minimum	2.0 Mils	

3.26 SURFACES EXPOSED TO H₂S/H₂SO₄ (SEVERE EXPOSURE/IMMERSION)

A. CEMENTITIOUS SURFACES

System No. 120-1: Vinester

Surface Preparation: Abrasive blast clean to remove all laitance, fines and contamination.

1st Coat: 120-5002 Vinester	6.0 - 10.0*		
2nd Coat: 120-5003 Vinester F&S	As Required**		
3rd Coat: 120-5002 Vinester	12.0 - 18.0		
4th Coat: 120-5001 Vinester	<u>12.0 - 18.0</u>		
	Dry Film Thickness	30.0 - 46.0	
	Minimum	36.0 Mils+	

*First coat is to be applied by roller application or spray applied followed by backrolling.

**All surface voids, cracks, pinholes and other defects must be filled flush with the adjacent surfaces by putty knife, trowel, float, squeegee, or other suitable method.

B. FERROUS METAL SURFACES

System No. 120-2: Vinyl Ester

Surface Preparation: SSPC-SP-5 White Metal Blast Cleaning (3.0 Mil Profile)

1st Coat: 120-5002 Vinester	12.0 - 18.0		
2nd Coat: 120-5001 Vinester	<u>12.0 - 18.0</u>		
	Dry Film Thickness	24.0 - 36.0	
	Minimum	30.0 Mils	

3.27 EXTERIOR OF PRESTRESSED CONCRETE TANKS

A. System No. 156-1: New Tanks

Surface Preparation: Surface to be clean and dry.

1st Coat: 156-Color Envirocrete	4.0 - 6.0		
2nd Coat: 156-Color Envirocrete	<u>4.0 - 6.0</u>		
	Dry Film Thickness	8.0 - 12.0	
	Minimum	10.0 Mils	

B. System No. 156-2: Existing Tanks (Previously Painted)

Major cracks (wider than 1/64") can be repaired with TNEMEC Series 152 Tneme-Tape per instructions.

Surface Preparation: Remove all dirt, oil, grease, chalk, and loose paint per high pressure water blast (min. 3500 psi).

1st Coat: 151 Elasto-Grip	1.0 - 2.5		
Stripe Coat: Stripe all hairline cracks	3.0 - 5.0		
with a brushed coat of Series			
156 Envirocrete			
Topcoat: 156-Envirocrete	<u>4.0 - 6.0</u>		
	Dry Film Thickness (Cracks)	8.0 - 13.5	
	Dry Film Thickness (Other)	5.0 - 8.5	

3.28 SECONDARY CONTAINMENT AREAS

A. System No. 66-4: Epoxy Polyamide

This system will provide excellent resistance to most chemicals including petrochemicals.

Surface Preparation: Surfaces shall be clean and dry. Allow new concrete to cure for 28 days. Abrasive Blast Clean per SSPC-SP7 (Brush Off Blast)

Primer: 66-Color Hi-Build Epoxoline	4.0 - 6.0
Topcoat: 66-Color Hi-Build Epoxoline	<u>4.0 - 6.0</u>

Dry Film Thickness	8.0 - 12.0
Minimum	10.0 Mils

B. System No. 61-1: Amine Epoxy

This system offers superior chemical resistance to a wide range of chemicals. Use TNEMEC Series 63-1500 between coats as a filler and surfacer wherever it is required.

Surface Preparation: Surfaces shall be clean and dry. Allow new concrete to cure for 28 days. Abrasive Blast Clean per SSPC-SP7 (Brush Off Blast).

Primer: 61-5002 Tneme-Liner (Beige)	8.0 - 12.0	
Topcoat: 61-5001 Tneme-Liner (Gray)	<u>8.0 - 12.0</u>	
	Dry Film Thickness	16.0 - 24.0

C. System 262-1: Flexible Polyurethane

Multiple passes may be required to achieve recommended film thickness. See Elasto-Shield application guide for additional instructions. This product is only available in black.

Surface Preparation: Surfaces shall be clean and dry. Allow new concrete to cure for 28 days. Abrasive Blast Clean per SSPC-SP7 (Brush Off Blast)

Coating: 262 Elasto Shield (Black)

Minimum Dry Film Thickness 50.0

3.29 CLEAR WATER REPELLENT FOR CONCRETE, MASONRY AND BRICK

A. Silane Sealer (Min. 20% Solids)

Surface Preparation: Allow new concrete to cure 28 days. Clean surfaces to be sealed by abrasive blasting or waterblasting.

COATING: BRICK, CONCRETE
HULS Chem-Trete BSM 20....75-200 SF/GAL

SPLIT FACED OR POROUS MASONRY
HULS Chemtrete PB.....35-100 SF/GAL

3.30 MANHOLES, WET WELLS AND LIFT STATIONS

A. System No. 120-1: Vinester

Surface Preparation: Abrasive blast clean to remove all laitance, fines and contamination.

1st Coat: 120-5002 Vinester	6.0 - 10.0*	
2nd Coat: 120-5003 Vinester F&S	As Required**	
3rd Coat: 120-5002 Vinester	12.0 - 18.0	
4th Coat: 120-5001 Vinester	<u>12.0 - 18.0</u>	
	Dry Film Thickness	30.0 - 46.0
	Minimum	36.0 Mils+

*First coat to be applied by roller application or spray applied followed by backrolling.

****All surface voids, cracks, pinholes and other defects must be filled flush with the adjacent surfaces by putty knife, trowel, float, squeegee, or other suitable method.**

B. System No. 100-1: Crystalline Waterproofing

This system can be applied to concrete that is still wet or has not developed final cure. It can be used where wet surface conditions exist or where there is the potential for water intrusion due to hydrostatic pressure.

Surface Preparation: Surface to be clean and roughened by Brush Blasting or Acid Etching.

1st Coat: XYPEX Concentrate @ 1.5 lbs./SY

2nd Coat: XYPEX Modified @ 1.5 lbs./SY

3.31 CANAL PIPE CROSSINGS

A. System 90-97: Zinc/Epoxy/Urethane for New Pipe or Pipe Requiring Removal of Existing Coatings

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

Primer: 90-97 Tneme-Zinc

2.5 - 3.5

2nd Coat: 66-Color Hi-Build Epoxoline

2.0 - 3.0

3rd Coat: 74-Color Endurashield

2.0 - 3.0

Dry Film Thickness 6.5 - 9.5
Minimum 8.0 Mills

B. System No. 135-2: High Build, High Gloss Urethane for Marginally Cleaned Surfaces or Topcoating Over Existing Systems

Surface Preparation: High Pressure Water Blast (min. 3500 psi) or Solvent Clean (SSPC-SP1) and Spot Hand and Power Tool Clean (SSPC-SP 2 & 3) or Brush Blast (SSPC-SP7). Existing coatings must be clean, dry and tightly adhering prior to application of coatings.

1st Coat: 135-Color Chembuild

3.0 - 4.0

2nd Coat: 74-Color Endurashield

2.0 - 3.0

Minimum Dry Film Thickness 5.0

C. Ductile Iron Pipe (Above grade)

A test patch is always recommended to insure proper adhesion to existing coatings without lifting of existing coatings.

Surface Preparation: Clean and dry. (Do not solvent clean.)

1st Coat: TNEMEC Series 66*

3.0 - 5.0

2nd Coat: TNEMEC Series 66

3.0 - 5.0

Minimum Dry Film Thickness 6.0 - 10.0

*Allow the black asphaltic coating to "bleed" through the first coat. After the first coat is cured, apply second coat.

3.32 PROJECT DESIGNER SYSTEMS REFERENCE GUIDE

A. STEEL

EXTERIOR (NON-IMMERSION)

- A.1 System No. 73-1: Epoxy/High Build Urethane
- A.2 System No. 73-2: High Build Urethane
- A.3 System No. 2H-3: Alkyd Gloss
- A.4 System 90-97: Zinc/Epoxy/Urethane

INTERIOR EXPOSURE (NON-IMMERSION)

- B.1 System No. 69-1: High Solids Epoxy
- B.2 System No. 66-2: High Build Epoxy
- B.3 System No. 66-6: High Build Epoxy

IMMERSION

- C.1 System No. 69-2: High Solids Epoxy (Non-Potable)
- C.2 System No. 66-2: High Build Epoxy (Non-Potable)
- C.3 System No. 20-1: Epoxy-Polyamide (Potable)
- C.4 System No. 140: High Solids Epoxy (Potable Water)
- C.5 System No. 46-30: High Build Coat Tar Epoxy (Non-Potable Only)
- C.6 System No. 46-26: Coal Tar Epoxy (Non Potable Water Only)

B. OVERHEAD METAL DECKING, JOIST (INTERIOR EXPOSURE)

System No. 15-1: Uni-Bond

C. OVERHEAD METAL DECKING, JOINT (EXTERIOR EXPOSURE)

System No. 135-1: Chembuild

D. MILL COATED STEEL PIPE

System No. 66-3: Epoxy Polyamide

E. GALVANIZED STEEL-PIPE AND MISCELLANEOUS FABRICATORS

System No. 73-1: Epoxy/High Build Urethane

F. GALVANIZED STEEL-INTERIOR EXPOSURE (NON-IMMERSION) AND ALUMINUM IN CONTACT WITH CONCRETE

System No. 66-6: Polyamide Epoxy

G. GALVANIZED STEEL - IMMERSION (POTABLE WATER)

System No. 20-1: Epoxy Polyamide (Potable Water)

H. CHAIN LINK FENCES

System No. 22-1: Oil-Cementitious

I. CONCRETE

EXTERIOR-ABOVE GRADE

- A.1 System No. 52-1: Modified Epoxy-Sand Texture
- A.2 System No. 6-1: Acrylic Emulsion Low Sheen
- A.3 System No. 156-1: Modified Acrylic Elastomer

EXTERIOR-BELOW GRADE

- B.1 System No. 46-61: Coal Tar Pitch Solution
- B.2 System No. 46-31: Coal Tar Epoxy
- B.3 System No. 100-1: Crystalline Waterproofing

EXTERIOR/INTERIOR EXPOSURE (NON-IMMERSION)

- C.1 System No. 6-1: Acrylic Emulsion Low Sheen
- C.2 System No. 66-4: Epoxy-Polyamide
- C.3 System No. 83-1: High Solids Catalyzed Epoxy

IMMERSION (POTABLE & NON-POTABLE)

- D.1 System No. 66-4: Epoxy-Polyamide (Non-Potable)
- D.2 System No. 104-5: High Solids Epoxy (Non-Potable)
- D.3 System No. 46-31: High Build Coal Tar Epoxy (Non-Potable Only)
- D.4 System No. 46-27: Coal Tar Epoxy (Non Potable Only)
- D.5 System No. 20-2: Epoxy Polyamide (Potable)
- D.6 System No. 139-2: Epoxy Polyamide (Potable)

INTERIOR EXPOSURE (NON-IMMERSION)

- E.1 System No. 104-3: High Solids Epoxy
- E.2 System No. 113-1: Acrylic Epoxy Semi-Gloss

J. CONCRETE FLOORS

- A.1 System No. 67-1: Epoxy-Polyamide
- A.2 System No. S67-1: Epoxy-Polyamide (Non-Skid)
- A.3 System No. 73-12: Epoxy/Urethane
- A.4 System No. 281-1: High Build Polyamide-Epoxy Flooring
- A.5 System No. 221/281: Functional Flooring (Non-Slip)

K. POROUS MASONRY - EXTERIOR/INTERIOR EXPOSURE

- A.1 System No. 52-2: Modified Epoxy-Sand Texture
- A.2 System No. 6-2: Acrylic Emulsion, Low Sheen
- A.3 System No. 66-15: Epoxy-Polyamide (Interior)
- A.4 System No. 104-6: High Solids Epoxy (Interior Only)
- A.5 System No. 113-1: Acrylic Epoxy Semi-Gloss (Interior Only)
- A.6 System No. 156-1: Modified Acrylic Elastomer

L. GYPSUM WALLBOARD

- A.1 System No. 111-5: Acrylic Epoxy
- A.2 System No. 66-22: Hi-Build Epoxoline

- A.3 System No. 6-1: Acrylic Emulsion, Low Sheen
- M. WOOD EXTERIOR/INTERIOR EXPOSURE
 - A.1 System No. 23-4: Alkyd Semi-Gloss
 - A.2 System No. 6-5: Acrylic Latex
- N. PVC PIPE EXTERIOR/INTERIOR EXPOSURE
 - A.1 System No. 66-23: Epoxy-Polyamide
- O. INSULATED PIPE-INTERIOR EXPOSURE
 - A.1 System No. 6-1: Acrylic Emulsion, Low Sheen
- P. HIGH HEAT SURFACES-FERROUS METAL
 - A.1 System No. 39-2: Silicone Aluminum (1200deg F Maximum)
 - A.2 System No. 39-4: Silicone Aluminum (600deg F Maximum)
- Q. SURFACES EXPOSED TO H₂S/H₂SO₄ (SEVERE EXPOSURE/IMMERSION)
 - A.1 System No. 120-1: Vinester
- R. EXTERIOR OF PRESTRESSED CONCRETE TANKS
 - A. System 156-1: New Tanks
 - B. System 156-2: System 156-2 Existing Tanks (Previously Painted)
- S. SECONDARY CONTAINMENT AREAS
 - A. System No. 64-4: Epoxy Polyamide
 - B. System No. 61-1: Amine Epoxy
 - C. System No. 262-1: Flexible Polyurethane
- T. CLEAR WATER REPELLENT FOR CONCRETE, MASONRY AND BRICK
 - A. Silane Sealer (Min. 20% Solids)
- U. MANHOLES, WET WELLS & LIFT STATIONS
 - A. System No. 120-1: Vinester
 - B. System No. 100-1: Crystalline Waterproofing
- V. CANAL PIPE CROSSINGS
 - A. System No. 90-97: Zinc/Epoxy/Urethane
 - B. System No. 135-2: High Build/High Gloss Urethane
 - C. Ductile Iron Pipe Above Grade: Series 66 High Build Epoxy

3.33 COATING SCHEDULE - TO BE DEVELOPED BY PROJECT AS NEEDED

END OF SECTION

DIVISION 10 SPECIALTIES

SECTION 10520 FIRE EXTINGUISHERS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and install fire extinguishers and the requisite wall mounting brackets at the locations shown on the Contract Drawings.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fire extinguishers shall be 10 pound capacity, dry chemical type, rated for A, B and C Class fires. Extinguishers shall be red enamel painted steel cylinders with indicating gauge and shall be as manufactured by Larsen's Manufacturing Company, Fyr-Fyter Company, or County Fire Equipment Company.
- B. Brackets for wall mounting, as manufactured by extinguisher manufacturer, shall be furnished for all fire extinguishers.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Fire extinguishers and brackets shall be wall mounted.
- B. Mount brackets 4 feet 6 inches above finish floor with expansion bolts or toggle bolts into concrete blocks.

END OF SECTION

DIVISION 16 ELECTRICAL

SECTION 16050 ELECTRICAL - GENERAL PROVISIONS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, devices, equipment, appurtenances, and incidentals required for the installation of a 350 KW generator set and 480V, 600 ampere automatic transfer Switch (ATS) at Manatee County's Master Lift Station Tideview 4 as hereinafter specified and/or shown on the Contract Drawings. This work may necessarily include interfacing with and/or completely installing devices and/or equipment furnished under other sections of these Specifications.
- B. It is the intent of these Specifications that the electrical system be suitable in every way for the service required. All materials and all work/labor which may be reasonably implied as being incidental to the requirements of this Section shall be furnished at no additional cost to the County.
- C. All power interruptions to existing equipment shall be at the County's convenience. Each interruption shall have prior approval. Request(s) for power interruption(s) shall be made at least forty-eight (48) hours in advance.
- D. The work shall include complete testing of all electrical components, including wiring.
- E. All workmanship shall be of the highest quality. Substandard work will be rejected and it shall be replaced entirely at the Contractor's expense with no cost to the County.
- F. It shall be the responsibility of each bidder or his authorized representative to physically visit the job site in order that he may be personally acquainted with the area(s), buildings and/or structures intended for use in the installation/construction under this Specification. The submittal of a proposal/bid by a bidder shall be considered evidence that he has complied with this requirement and accepts all responsibility for a complete knowledge of all factors governing his work. Therefore, failure to comply with this requirement of the Specifications will NOT be grounds for the successful bidder (Contractor) to request approval of change orders and/or additional monetary compensation.

1.02 TEMPORARY ELECTRICAL SERVICE

- A. The Contractor shall make the requisite arrangements for securing temporary electrical power for his use in accordance with Section 01510 of these Specifications.

1.03 CODES, INSPECTIONS AND FEES

- A. All materials and installations shall be in accordance with the National Electrical Code (latest edition) and the latest editions of all applicable national, state, county and local codes.
- B. To the extent that any item is routinely tested and rated by the Underwriter's Laboratories, Inc., that item shall bear the U.L. label. Additionally, all items shall be manufactured to the applicable NEMA standards.

- C. The Contractor shall make the necessary arrangements for obtaining all requisite permits and inspections and pay any applicable fees.

1.04 TESTS

- A. The Contractor shall test all items individually and as a system for proper operation.
- B. The Contractor shall, at his expense, make all the requisite repairs, adjustments and/or alterations to correct any shortcomings found as a result of the tests performed under Item 1.04.A above.
- C. A representative of the County shall be present during all testing. The County shall be notified at least two (2) days prior to any testing.

1.05 SLEEVES AND FORMS FOR OPENINGS

- A. Provide and place all sleeves for conduits penetrating floors, walls, partitions, etc. Locate all necessary slots for electrical work and form before concrete is poured.

1.06 CUTTING AND PATCHING

- A. All cutting and patching shall be done in a thoroughly workmanlike manner - i.e., care shall be taken when cutting not to damage or mar surrounding areas, and when patching to match the original finish as closely as possible while providing a watertight seal. Refer to Item 1.01.E above.

1.07 INTERPRETATION OF DRAWINGS

- A. The layouts and arrangements as shown on the Contract Drawings are indicative of the physical arrangements desired; however, they are not intended to restrict the Contractor's freedom to accommodate the exact conditions as found in the field. Any deviations from the arrangements shown must be approved by the County prior to the final placement of the item(s) in question.
- B. The Contract Drawings are not intended to show exact locations of conduit runs.
- C. Circuit and conduit layouts shown are not intended to indicate the exact installation details. The Contractor shall furnish and install all requisite items, including all fittings, junction boxes, etc., to insure that the electrical system operates in conformance with the Specifications and the specific requirements of an individual piece of equipment.
- D. Where circuits are shown as "home-runs", all necessary fittings and boxes shall be provided for a complete conduit installation.
- E. All three-phase circuits shall be run in separate conduits unless otherwise shown on the Contract Drawings.
- F. Surface mounted items such as panelboards, junction boxes, conduit, etc., shall be supported by spacers to provide a clearance between the equipment and the mounting surface.
- G. The County shall make the final decision in determining the exact location(s) and mounting height(s) of any item(s) or piece(s) of equipment in question.

- H. All connections to equipment shall be made in accordance with the approved shop and manufacturer's drawings, regardless of the number of conductors shown on the Contract Bid Drawings.
- I. The Contractor shall coordinate the work of the different trades in order to prevent interferences between conduit(s), piping and other non-electrical equipment. In case any interference develops, an authorized representative of the County shall decide which equipment, conduit(s) or piping must be relocated, regardless of which was installed first. Any such interferences shall be remedied solely at the Contractor's expense without any additional cost to the County.

1.08 EQUIPMENT SIZING AND HANDLING

- A. The Contractor shall thoroughly check all entryways, doors, hallways, stairways, buildings and structures through which equipment must be transported to reach its final location.
- B. If necessary for safe passage of the equipment, the manufacturer shall be required to ship his material in sections sized to pass through the restricted areas. This requirement holds even if such equipment sizing differs from the manufacturer's standard shipping section.
- C. To the extent possible, the equipment shall be kept upright at all times. If equipment has to be tilted for ease of passage through restricted areas, the manufacturer shall provide specific handling instructions as well as any requisite bracing in order to assure both the functional integrity of the equipment and the validity of the equipment warranty.

1.09 SUBMITTALS

- A. As specified under Section 01340 of these Specifications, the Contractor shall submit shop drawings and/or manufacturer's cut sheets for approval of all materials, equipment, devices, apparatus, and other items as required by the County.
 - 1. Prior to submittal by the Contractor, all shop drawings shall be checked for accuracy and Contract requirements. Shop drawings shall bear the date checked and shall be accompanied by a statement that the shop drawings have been examined for conformity to the Specifications and Contract Drawings. This statement shall also list all discrepancies with the Specifications and Contract Drawings. Shop drawings not so checked and noted shall be returned unchecked by the County.
 - 2. The County's check shall be only for conformance with the design concept of the Project and compliance with the Specifications and Contract Drawings. The responsibility for, or the necessity of, furnishing materials and workmanship required by the Specifications and Contract Drawings which may not be indicated on the shop drawings is included under the work of this Section.
 - 3. No material shall be ordered, no equipment manufacturing shall be started, nor shall any shop work/fabrication commence until the County has approved the shop drawings. Any deviation from this requirement of the Specifications shall be entirely at the risk and expense of the Contractor without any additional cost to the County.
- B. Record Drawings: As the work progresses, the Contractor shall legibly record all field changes on a set of Contract Drawings. When the project is completed, the Contractor shall furnish the County with a complete set of reproducible "as-built" drawings.

1.10 MANUFACTURER'S SERVICES

- A. The Contractor shall arrange for an authorized manufacturer's representative who shall be an experienced field service engineer to be present for the inspection, installation, testing, calibration, adjusting and start-up of any item(s) or piece(s) of equipment as deemed necessary by the County.
- B. In addition to the duties of Item 1.11.A below, the manufacturer's representative shall also instruct the County's personnel in the proper operation and maintenance of the item(s) in question.

1.11 MATERIALS

- A. All materials used shall be new, unused and as hereinafter specified. Where not specifically called out, all materials shall be of the very best quality of their respective kinds. Unless specifically otherwise approved in writing by the County, only material manufactured in the United States shall be used!
- B. Where applicable, all materials and equipment shall conform with the requirements of Item 1.03.B above.
- C. Electrical equipment shall at all times during construction be adequately protected against both mechanical injury and damage by water. Electrical equipment shall be stored indoors in dry shelters. Any damaged equipment shall be replaced by the Contractor at his own expense.
- D. All items shall be manufactured from the materials specified - substitute materials will NOT be acceptable.
- E. Only the specified manufacturer's equipment shall be used unless an "or approved equal" is noted. The County shall be the sole determiner of what constitutes an "approved equal".

1.12 GUARANTEES AND WARRANTIES

- A. All items furnished under the Electrical Specifications shall be guaranteed and/or warranted, in writing, against defects in materials, construction and workmanship as specified under Section 01740 of these Specifications.

1.13 SHOP DRAWINGS

- A. As specified under other Sections, shop drawings shall be submitted for approval for all materials, equipment, apparatus, and other items as required by the Engineer.
- B. Shop drawings shall be submitted for the following equipment:
 - 1. Generator Set
 - 2. Generator Set sound attenuated, weatherproof enclosure
 - 3. Motor Control Center Circuit Breaker and ancillary items
 - 4. Automatic Transfer Switch
 - 5. Ground Rods
 - 6. Conductors
 - 7. Conduit
- C. Prior to submittal by the CONTRACTOR, all shop drawings shall be checked for accuracy and contract requirements. Shop drawings shall bear the date checked and shall be

accompanied by a statement that the shop drawings have been examined for conformity to Specifications and Drawings. This statement shall also list all discrepancies with the Specifications and Drawings. Shop drawings not so checked and noted shall be returned.

- D. The Engineer's check shall be only for conformance with the design concept of the project and compliance with the Specifications and Drawings. The responsibility of, or the necessity of, furnishing materials and workmanship required by the Specifications and Drawings, which may not be indicated on the shop drawings, is included under the work of this Section.
- E. The responsibility for all dimensions to be confirmed and correlated at the job site and for coordination of this work with the work of all other trades is also included under the work of this Section.
- F. No material shall be ordered or shop work started until the Engineer's approval of shop drawings has been given.

1.14 SCADA MODIFICATIONS

- A. The contractor shall provide for the new SCADA input/outputs (I/O) as required for the new generator installation. The new SCADA I/O shall consist of the following :
 - 1. Discrete input - Generator running indication
 - 2. Discrete input - Generator fail indication
 - 3. Discrete input - Base tank leak detection alarm
 - 4. Discrete input - Base tank fuel low level alarm
 - 5. Discrete input - Base tank fuel high level alarm
- B. The contractor shall provide new conductors and conduit as indicated on the drawings for the new SCADA I/O. The contractor shall terminate all new conductors on the existing controller and provide for the programming of the existing controller in order to integrate the new I/O into the County's existing SCADA system. The contractor shall coordinate this work with Manatee County.

END OF SECTION

SECTION 16110 CONDUITS AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

- C. Furnish and install the conduits, fittings, devices and appurtenances as hereinafter specified and/or as shown on the Contract Drawings.

1.02 SUBMITTALS

- A. The requirements of Section 01340 and Section 16050 shall be met.

1.03 APPLICATIONS

- A. Except where otherwise shown on the Contract Drawings, or hereinafter specified, all wiring shall be run in rigid conduits.
- B. Rigid aluminum conduits shall be used at all locations aboveground and within structures and buildings except where otherwise shown on the Contract Drawings.
- C. Rigid aluminum conduits shall be used at all locations for shielded instrumentation and shielded control wiring except where otherwise shown on the Contract Drawings.
- D. Schedule 80 PVC conduits shall be used for all underground, under-slab and in-slab applications except where otherwise shown on the Contract Drawings.
- E. Schedule 80 PVC conduits shall be used in highly corrosive areas such as chlorine storage areas, digesters, fluoride storage and handling areas, etc.
- F. All conduits of a given type shall be the product of one manufacturer.
- G. Except where otherwise shown on the Contract Drawings, or hereinafter specified, all boxes shall be metal.
- H. Flush mounted switch, receptacle and control station boxes shall be pressed steel.
- I. Surface mounted switch, receptacle and control station boxes shall be cast or malleable iron.
- J. Devices designated as NEMA Type 4X shall be 316 stainless steel, gasketed.
- K. Combination expansion-deflection fittings shall be used where conduits cross structural expansion joints.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Rigid Conduit
 - 1. Rigid aluminum conduit shall be as manufactured by the Youngstown Sheet and Tube Company, Wheeling-Pittsburg Steel Corp., or approved equal.

2. Rigid PVC conduit shall be Carlon Plus 80 rigid PVC non-metallic conduit (extra heavy wall EPC-80) as manufactured by Carlon, or approved equal.
- B. Liquidtight, Flexible Conduit
1. Liquidtight, flexible metal conduits shall be Sealtite, Type UA, as manufactured by Anaconda, American Flexible Conduit Co., Inc., or approved equal.
 2. Liquidtight, flexible non-metallic conduits shall be Carflex Liquidtight Flexible Non-Metallic Conduit as manufactured by Carlon, or approved equal.
- C. Rigid Conduit Fittings
1. Rigid Aluminum Conduit Fittings:
 - a. Elbows, bends, sweeps, nipples, couplings, etc., shall be aluminum as manufactured by Youngstown Sheet and Tube Company, or approved equal.
 - b. Conduit hubs shall be as manufactured by Meyers Electric Products, Inc., or approved equal.
 2. Rigid Non-Metallic Conduit Fittings: PVC elbows, bends, sweeps, nipples, couplings, device boxes, etc., shall be Plus 80 fittings as manufactured by Carlon, or approved equal.
- D. Flexible Conduit Fittings
1. Flexible Metal Conduit Fittings: Fittings used with flexible metal conduit shall be of the screw-in type as manufactured by Thomas and Betts Company, or approved equal.
 2. Flexible Non-Metallic Conduit Fittings: Fittings used with flexible non-metallic conduit shall be Carflex Liquidtight Non-metallic Fittings as manufactured by Carlon, or approved equal.
- E. Flexible Couplings: Flexible couplings shall be as manufactured by Crouse-Hinds, Appleton Electric Company, or approved equal.
- F. Wall Seals: Conduit wall seals shall be type "WSK" as manufactured by the O.Z. Electrical Manufacturing Company, or approved equal.
- G. Expansion Fittings: Combination expansion-deflection fittings shall be type "XD" as manufactured by Crouse-Hinds, or approved equal.
- H. Boxes
1. Device Boxes
 - a. Flush mounted wall device boxes shall be galvanized pressed steel as manufactured by the Raco Manufacturing Company, or approved equal.
 - b. Surfaced mounted wall device boxes shall be cast or malleable iron as manufactured by Crouse-Hinds, Appleton Electric Company, or approved equal.

- c. Flush mounted in-floor device boxes shall be cast metal, shall be watertight, shall have adjustable cover frames, and shall be as manufactured by Russell & Stoll Company, Steel City Electric, or approved equal.
- 2. Other Boxes
 - a. Terminal boxes, junction boxes, pull boxes, etc., except as otherwise specified and/or shown on the Contract Drawings, shall be hot-dipped galvanized steel.
 - b. The boxes shall have continuously welded seams which shall be ground smooth prior to being galvanized.
 - c. The box bodies shall be flanged, shall be not less than 14-gauge metal, and shall not have holes or knockouts.
 - d. The box covers shall be not less than 12-gauge metal, shall be gasketed, and shall be fastened to the box bodies with stainless steel screws.
 - e. The boxes shall be as manufactured by Hoffman Engineering Company, or approved equal.
- I. Conduit Mounting Devices: Hangers, rods, channel, backplates, clips, straps, beam clamps, etc., shall be 316 grade stainless steel as manufactured by Appleton Electric Company, Thomas and Betts Company, Unistrut Corp., or approved equal.
- J. Fixture Support System
 - 1. The fixture support system shall be the channel type and shall be furnished complete with all requisite mounting hardware and appurtenances.
 - 3. The channel, mounting hardware and related appurtenances shall be 316 grade stainless steel.
 - 3. The fixture support system shall be as manufactured by the Unistrut Corp., or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. No conduit smaller than 3/4-inch electrical trade size shall be used nor shall either 1-1/4-inch conduit or 3-1/2-inch conduit be used. Minimum size underground, under slab or in-slab shall be 1-inch.
- B. No wires shall be pulled until the individual conduit runs are complete in all details. Additionally, each conduit shall be cleaned and reamed and certified clear of all burrs and obstructions before any wire is pulled.
- C. The ends of all conduits shall be tightly capped to exclude dust and moisture during construction.

- D. Conduits shall be supported at intervals of 8-feet or less, as required to obtain a rigid installation.
- E. Exposed conduits shall be run parallel with and/or perpendicular to the surrounding surface(s). No diagonal runs will be allowed.
- F. Single conduits shall be supported by one-hole pipe clamps in combination with one-screw backplates to provide space between the conduits and the mounting surface.
- G. Multiple horizontal runs of conduits shall be supported by trapeze type hangers (channel) suspended by threaded rod, 3/8-inch minimum diameter.
- H. Multiple vertical runs of conduits shall be supported by structurally mounted channel in combination with conduit clamps.
- I. Conduit support devices shall be attached to structural steel by welding or beam or channel clamps as indicated on the Contract Drawings.
- J. Conduit support devices shall be attached to concrete surfaces by "spot type" concrete inserts.
- K. Conduits terminating in pressed steel boxes shall have double locknuts and insulated bushings.
- L. Conduits terminating in gasketed enclosures shall be terminated with conduit hubs.
- M. Conduit wall seals, waterproof type, shall be used at all locations where conduits penetrate walls.
- N. Liquidtight, flexible conduit - metal or non-metallic as shown on the Contract Drawings - shall be used for all motor terminations and for all connections/terminations where vibration is anticipated.
- O. Flexible couplings shall be used in hazardous locations for all motor terminations and for all connections/terminations where vibration is anticipated.
- P. Conduit stubouts for future construction shall be capped at both ends with threaded PVC conduit caps.
- Q. The cement used for PVC conduit installations shall be as manufactured by Carlon, or approved equal.
- R. Aluminum conduit shall be used for all risers. The underground portion of the riser and a 12-inch section of the riser immediately above the ground or slab/floor level shall be painted with a bitumastic coating.
- S. The use of electrical metallic tubing shall be restricted to low voltage applications (600V or less) in non-process areas where specifically approved by the County on a "per installation" basis - e.g., above suspended ceilings in office areas.
- T. Underground ducts for feeders, instrumentation wiring, control wiring, and communication wiring shall be plastic conduit and shall be encased in reinforced concrete as shown. In general, the plastic conduit shall be PVC Schedule 80, NEMA TC-2, as manufactured by Carlon, Triangle, Allied Tube, or equal. Ducts shall be installed as shown and shall be

sloped uniformly between the elevations shown. Manufactured fitted plastic duct spacers shall be used for installation spacing.

- U. Concrete for the encasement shall be Class B using aggregate not exceeding 3/4 inch and shall be reinforced as shown. Ducts shall drain to the manholes or end structures. End bell fittings shall be provided on the ducts in the manholes.
- V. Appropriate expansion fittings or other approved methods shall be used in the installation of plastic ducts so as to avoid expansion and distortion prior to encasement in concrete. Spacers shall be located a maximum of 8 feet, 0 inches on-centers and the duct spacings center-to-center shall not vary in excess of 1/16 inch from the specified spacings shown, prior to and after encasement.
- W. Each duct shall be carefully cleaned before and after installation. All inside surfaces shall be free from imperfections likely to injure the cable. After installation of complete duct runs in sizes 2 inches and larger, ducts shall be snaked with an approved tube cleaner equipped with an approved cylindrical mandrel of a diameter not less than 85 percent of the nominal diameter of the duct. Ducts through which the mandrel will not pass shall not be incorporated in the work. After snaking, the ends of dead-ended ducts shall be protected with standard conduit caps to prevent the entrance of water or other foreign matter.
- X. Where ducts enter buildings or at stub-ups to equipment, transitions to aluminum conduits shall be made as noted and detailed. Where it is not otherwise shown, all ducts entering buildings and structures, exclusive of manholes, shall have transitions to aluminum conduit at least 5 feet from the outermost edge of the pile cap or footing supporting the outermost vertical wall of the building or structure.
- Y. Transition from above-grade rigid aluminum conduit to nonmetallic conduit shall be accomplished with a threaded adapter. Rigid aluminum conduit installed above grade and extending below grade shall include the first 90° elbow. All rigid aluminum conduit extending below grade shall be coated with two coats of an asphaltum-type paint along its entire length below grade and extending 6" above grade or above the top of the finished slab. The asphaltum-type paint shall conform to Fed. Spec. TT-V-51 and equivalent to Koppers Bitumastic Super Service Black.

3.02 GUARANTEES AND WARRANTIES

- A. The Contractor shall guarantee and warrant all materials and labor provided under this Section in accordance with Section 01740 and Section 16050 of these Specifications.

END OF SECTION

SECTION 16120 WIRES AND CABLES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish and install all wires, cables and appurtenances as described hereinafter and/or as shown on the Contract Drawings.
- B. Furnish and install all wires, cables and appurtenances as described hereinafter and/or as shown on the Contract Drawings.

1.02 SUBMITTALS

- A. The requirements of Section 01340 and Section 16050 shall be met.
- B. Samples of the actual wires and cables proposed for use shall be submitted for approval. There shall be a sample for each size and type of wire and cable proposed for use. The samples shall be of sufficient length to show the maximum rated voltage, insulation type and class, conductor size, the manufacturer's name, trademark or identifying logo, and the U.L. listing number.
- C. The wires and cables as approved for use shall be compared with the wires and cables actually installed. If any unapproved wires and cables are installed, they shall be removed and replaced solely at the Contractor's expense with no additional cost to the County.

1.03 APPLICATIONS

- A. The wire for lighting and receptacle circuits shall be type THHN/THWN, stranded.
- B. The wire for all power circuits and motor leads shall be type THHN/THWN, stranded.
- C. Single conductor wires for control, indication and metering shall be type THHN/THWN, No. 14 AWG, stranded.
- D. Multiconductor control cable shall be No. 14 AWG, stranded.
- E. The wire for process instrumentation shall be No. 18 AWG, stranded.

1.04 MINIMUM SIZES

- A. Except for control and signal leads, no conductor smaller than No. 12 AWG shall be used.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Wire and cables shall be made of annealed, 98% conductivity, soft drawn copper conductors.
- B. All conductors shall be stranded except that the uninsulated copper grounding conductors shall be solid. However, the Contractor may, at his option, install solid conductors for the lighting and receptacle circuits.

2.02 600 VOLT WIRE AND CABLE

- A. Type THHN/THWN insulation shall be used for all 600 Volt wires and cables. The insulation shall be a flame-retardant, heat-resistant thermoplastic, and shall have a nylon, or equivalent, jacket.
- B. The 600 Volt wires and cables shall be as manufactured by Anixter, Rome Cable, Southwire, or approved equal.

2.03 INSTRUMENTATION AND CONTROL WIRING

- A. Process instrumentation wiring shall be No. 16 AWG stranded twisted pair, 600 Volt, cross-linked polyethylene insulated, aluminum tape shielded, PVC jacketed. Multiconductor cables with individually twisted pairs shall be installed where shown on the Contract Drawings.
- B. Multiconductor control cables shall be Type TC Control Cable, No. 14 AWG copper, stranded, 600 Volt, THWN insulated, PVC jacketed, U. L. listed for direct burial.
- C. Instrumentation wiring shall be as manufactured by Belden, Alpha, or approved equal.
- D. Control wiring shall be as manufactured by Southwire, or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Wires and cables shall be sized as shown on the Contract Drawings and/or, where applicable, sized to match existing wiring.
- B. All conductors shall be carefully handled to avoid kinks or damage to the insulation.
- C. Lubricants or pulling compounds shall be used to facilitate wire pulling. Such lubricants/compounds shall be U.L. listed for use with the insulation specified.
- D. Use pulling means - fish-tape, cable, rope, basket weave wire/cable grips, etc. - which will not damage the wire/cable insulation or the raceway.
- E. Shielded instrumentation wire shall be installed from terminal to terminal with no splicing at any intermediate point.
- F. Shielded instrumentation wire shall be installed in rigid steel conduit and pull boxes that contain only instrumentation cables. Instrumentation cables shall be separated from control cables in manholes.
- G. Shielding on instrumentation cables shall be grounded at the transmitter end only.
- H. All new wires and cables shall be continuous and without splices between points of connection to equipment terminals. However, the County will permit a splice provided that the length between the connection points exceeds the greatest standard shipping length available from the submitted manufacturer and no other manufacturer acceptable to the County is able to furnish wires or cables of the required length.

- I. All 600 volt wire and cable connections shall be made using compression type connectors. Insulated connectors shall be used for all terminations. The connections shall be made so that both the conductivity and the insulation resistance shall be not less than that of the uncut conductor.
- J. All wires shall be numbered at both ends and at all intermediate junction points. Screw type terminations shall be made with forked tongue (spade), self-insulated, crimp terminals. All other wire terminations shall be made on appropriate terminal strips.

3.02 TESTS

- A. Upon the completion of the pulling-in of and prior to the terminating/connecting of the 600 Volt wiring, all wires shall be individually checked and tested for continuity and short circuits, and each wire/cable shall be meggered to check insulation resistance. The test voltage shall be not less than 500 Volts. Three (3) copies of these test results shall be submitted to the County.
- B. An authorized representative(s) of the County shall witness all testing. The County shall be notified at least two (2) days in advance of the testing.
- C. Any faulty conditions and/or shortcomings found during the testing shall be corrected at no cost to the County. However, a retest to demonstrate compliance shall be conducted before any hook-ups or terminations are made. Any such requisite retesting shall be witnessed by an authorized representative(s) of the County.

3.03 GUARANTEES AND WARRANTIES

- A. The Contractor shall guarantee and warrant all materials and labor provided under this Section in accordance with Section 01740 and Section 16050 of these Specifications.

END OF SECTION

SECTION 16216 DIESEL ENGINE DRIVEN GENERATOR WITH WEATHERPROOF ENCLOSURE

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to install, put into operation, and field test the weatherproof diesel engine driven generator unit and appurtenances as shown on the Drawings and specified herein.
- B. These Specifications are intended to give a general description of what is required, but do not cover all details which will vary in accordance with the requirements of the equipment as offered. It is, however, intended to cover the furnishing, the shop testing, and delivery and complete installation and field testing, of all materials, equipment and appurtenances for the complete units as herein specified, whether specifically mentioned in these Specifications or not.
- C. For the unit there shall be furnished and installed all necessary and desirable accessory equipment and auxiliaries whether specifically mentioned in these Specifications or not. This installation shall incorporate the highest standards for the type of service shown on the Drawings. The CONTRACTOR is responsible for field testing of the entire installation and instruction of the regular operating personnel in the care, operation and maintenance of all equipment.

1.02 DESCRIPTION OF SYSTEM

- A. The engine-generator set shall be mounted as shown on the Drawings and shall be arranged for automatic starting and stopping, and load transfer upon failure of the normal source of power. The unit controls shall provide for automatic exercising on a weekly basis.

1.03 QUALIFICATIONS

- A. The engine-generator set shall be the standard product, as modified by these specifications, of a MANUFACTURER regularly engaged in the production of this type of equipment. The unit to be furnished shall be of proven ability and shall be designed, constructed, and installed in accordance with best practices and methods. To qualify as a MANUFACTURER, the engine must be the principal item manufactured and the completed engine generator sets shall be supplied by the MANUFACTURER's authorized dealer only. The dealer shall have a minimum of ten (10) years experience in the field of power generation.
- B. It is the intent of this specification to secure a generator system that has been prototype tested, factory built, production tested, site tested and of the latest commercial design, together with all accessories necessary for a complete installation as shown on the plans and drawings, and specifications herein. The equipment supplied and installed shall meet the requirements of the NEC, along with all applicable local codes and regulations. All equipment shall be new, of current production of a national firm which manufactures the engine/generators and controls, and assembles the generator system as a matched unit so that there is one-source responsibility for warranty, parts, and service through a local representative with factory-trained servicemen.

- C. The unit must be of such physical dimensions as to make a good installation in the opinion of the ENGINEER, in the space provided as indicated on the Drawings.
- D. The unit shall be assembled in the U.S. with over 50% of the components such as the engine, generator, auxiliary equipment, etc., manufactured in the U.S. by a MANUFACTURER currently engaged in the production of such equipment.
- E. Each unit shall be shipped to the jobsite by an authorized engine dealer having a parts and service facility within a 250 mile radius of the jobsite. In addition, and in order not to penalize the OWNER for unnecessary or prolonged periods of time for service or repairs to the emergency system, the bidding generator set supplier must have no less than eighty percent (80%) of all engine replacement parts locally available at all times. Certified proof of this requirement shall be furnished to the ENGINEER upon request.
- F. All materials and parts comprising the unit shall be new and unused, of current manufacture, and of the highest grade, free from all defects or imperfections. Workmanship shall conform to the best modern practices. Only new and current models will be considered. The units offered under these Specifications shall be the product of a firm regularly engaged in the production of engine-generator equipment and shall meet the requirements of the Specifications set forth herein. Major exceptions to Specifications will be considered sufficient cause for rejection of the machines.
- G. The generator set shall be listed to UL 2200.
- H. The Engine/Generator Unit shall be as follows:
 - 1. Kohler model 350REOZJ with a 4M4019 alternator. The unit shall operate at 480V, 0.8 power factor. Units meeting this specification, as manufactured by Caterpillar, Cummins, or Generac shall be considered as acceptable. No other manufacturers shall be acceptable.

1.04 SUBMITTALS

- A. Submittals shall include prototype test certification and specification sheets showing all standard and optional accessories to be supplied, schematic wiring diagrams, dimension drawings, and interconnection diagrams identifying by terminal number each required for interconnection between the generator set and the transfer switch included elsewhere in these specifications.
- B. The successful bidder shall submit to the ENGINEER for review in accordance with other sections, complete sets of installation drawings, schematics, and wiring diagrams which shall show details of installation and connections to the work of other Sections, including foundation drawings showing location and size of foundation bolts for the spring type vibration isolators and brochures covering each item of equipment.
- C. In the event that it is impossible to conform with certain details of the Specifications due to different manufacturing techniques, describe completely all nonconforming aspects.
- D. The submittal data for each engine/generator set and sound attenuated, weatherproof enclosure shall include, but not necessarily be limited to, the following:

1. Installation drawings showing plan and elevations of the complete generator unit; foundation plan; exhaust silencer; starting battery; battery charger; and sound attenuated, weatherproof enclosure.
2. Engine Data:
 - a. Manufacturer
 - b. Model
 - c. Number of cylinders
 - d. RPM
 - e. Bore x stroke
 - f. BMEP at full rated load
 - g. Make and model and descriptive literature of electric governor
 - h. Fuel consumption rate curves at various loads
 - i. Engine continuous pump drive duty rating (without fan) HP
 - j. Gross engine horsepower to produce generator standby rating (including fan and all parasitic loads) HP
3. Generator Data:
 - a. Manufacturer
 - b. Model
 - c. Rated KVA
 - d. Rated SKVA
 - e. Rated KW
 - f. Voltage
 - g. Temperature rise above 40° C ambient
 - i) Stator by thermometer
 - ii) Field by resistance
 - iii) Class of insulation
 - h. Generator efficiency, including excitation losses, at 80% power factor
 - i) Full load
 - ii) $\frac{3}{4}$ load
 - iii) $\frac{1}{2}$ load
4. Generator Unit Control Data:
 - a. Actual electrical diagrams including schematic diagrams, and interconnection wiring diagrams for all equipment to be provided. Standard preprinted sheets are not acceptable.
 - b. Legends for all devices on all diagrams.
 - c. Sequence of operation explanations for all portions of all schematic wiring diagrams.
5. Engine/Generator Unit and Sound Attenuated, Weatherproof Enclosure: Dimensional data shall be given for each Engine/Generator set and for the weatherproof enclosure.
 - a. Weight of skid mounted unit
 - b. Overall length

- c. Overall width
 - d. Overall height
 - e. Exhaust pipe size
 - f. CFM of air required for combustion and ventilation
 - g. Heat rejected to jacket water and lubricating oil - BTU/hr.
 - h. Heat rejected to room by engine and generator - BTU/hr.
 - i. Weatherproof enclosure details and certification of manufacturing method per specifications.
 - j. Data on all miscellaneous items supplied.
- 6. Furnish the number of copies required of the MANUFACTURER'S certified shop test record of the complete engine driven generator unit.
 - 7. Warranty information.
 - 8. Submit to the ENGINEER operating and maintenance data.
 - 9. Submit to the ENGINEER the equipment MANUFACTURER'S Certificate of Installation, Testing, and Instruction.
 - 10. Submit to the ENGINEER the written warranty as required below.

1.05 TESTING:

- A. To assure that the equipment has been designed and built to the highest reliability and quality standards, the manufacturer and local representative shall be responsible for three separate tests: design prototype tests, final production tests, and site tests.
- B. Design Prototype Tests: Components of the system such as the engine/generator set and accessories shall not be subjected to prototype tests since the tests are potentially damaging. Rather, similar design prototypes and preproduction models, which will not be sold, shall have been used for the following tests. Prototype test programs shall include the requirements of NFPA 110 and the following:
 - 1. Maximum power (KW).
 - 2. Maximum motor starting (KVA) instantaneous voltage dip.
 - 3. Alternator temperature rise by embedded thermocouple and by resistance method per NEMA MG1-2240 and 16.40.
 - 4. Governor speed regulation under steady-state and transient conditions.
 - 5. Voltage regulation and generator transient response.
 - 6. Fuel consumption at 1/4, 1/2, 3/4, and full load.
 - 7. Harmonic analysis, voltage waveform deviation, and telephone influence factor.
 - 8. Three-phase short circuit tests.
 - 9. Alternator cooling air flow.

10. Torsional analysis testing to verify that the generator set is free of harmful torsional stresses.
 11. Endurance testing.
- C. Final Production Tests: Each generator set shall be tested under varying loads with guards and exhaust system in place. Tests shall include:
1. Single-step load pickup.
 2. Transient and steady-state governing.
 3. Safety shutdown device testing.
 4. Voltage regulation.
 5. Rated power.
 6. Maximum power.
 7. Upon request, arrangements to either witness this test will be made, or a certified test record will be sent prior to shipment.
- D. Site Tests: An installation check, start-up and load test shall be performed by the manufacturer's local representative. The Engineer, regular operators, and the maintenance staff shall be notified of the time and date of the site test. The tests shall include:
1. Fuel, lubricating oil, an antifreeze shall be checked for conformity to the manufacturer's recommendations, under the environmental conditions present and expected.
 2. Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. These shall include: block heaters, battery charger, generator strip heaters, annunciator, etc.
 3. Start-up under test mode to check for exhaust leaks, path of exhaust gases outside the building, cooling air flow, movement during starting and stopping, vibration during running, normal and emergency line-to-line voltage, and phase rotation.
 4. Automatic start-up by means of simulated power outage to test remote-automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination. Engine coolant temperature, oil pressure, and battery charge level along with generator voltage, amperes, and frequency shall be monitored throughout the test. An external load bank shall be connected to the system if sufficient load is unavailable to load the generator to the nameplate KW rating.

1.06 SPECIAL TOOLS AND SPARE PARTS

- A. Furnish one (1) set of all special tools required for normal operation and maintenance of the equipment being furnished. Furnish suitable steel tool chests complete with locks and duplicate keys.

- B. The MANUFACTURER shall furnish two (2) complete spare replacement sets of all filter elements required for each generator unit supplied.
- C. The MANUFACTURER shall furnish one (1) complete set of belts required for each generator unit supplied.

PART 2 - PRODUCTS

2.01 RATINGS

- A. The standby rating of the generator set shall not exceed the MANUFACTURER's published prime rating by more than 10%. The gross engine horsepower required to produce the standby rating shall not exceed the MANUFACTURER's published continuous duty rating by more than 150 percent. Continuous duty rating shall be as defined in BS649 or DIN6270 but in no case shall it exceed the MANUFACTURER's published continuous duty rating for the engine as used in continuous rated pump drive applications. The gross engine horsepower required for the generator set standby rating described above shall include all parasitic demands such as generator inefficiencies, fuel pumps, water pumps, radiator fan (for fan cooled models) and all accessories necessary to the unit's proper operation while operating at rated load and at a rotative speed not to exceed 1800 rpm.
- B. The diesel engine driven generator set shall be capable of producing the specified standby KW rating for continuous electrical service during interruption of the normal utility source and shall be certified to this effect by the MANUFACTURER for the actual unit supplied.
- C. The Diesel Engine/Generator Unit shall be 350KW (480 volts, 3-Phase, 3-wire, 60 Hertz) at 0.8 power factor with fan.

2.02 ENGINES

- A. The engine shall be full compression ignition, four cycle, single acting, solid injection engine, either vertical or "V" type. Speed shall not exceed 1800 revolutions per minute at normal full load operation. Multi block engines are not allowed. The engine governor shall be electronic type with a +/- 0.5 percent accuracy.
- B. The engine shall be capable of satisfactory performance on No. 2 fuel oil (ASTM Designation D396). Diesel engines requiring a premium fuel will not be considered.
- C. The engine shall be capable of operating at light loads for extended periods of time and shall provide a means to reduce carbonization. Periodic cleaning of exhaust ports shall not be required.
- D. The engine shall be equipped with fuel filters, lube oil filters, intake air filters, lube oil cooler, fuel transfer pump, fuel priming pump, service meter, engine driven water pump, and unit mounted instruments. Unit mounted instruments shall include a fuel pressure gauge, water temperature gauge, and lubrication oil pressure gauge. The engine shall be provided with low oil pressure, high water temperature, low coolant level and overspeed safety shutdowns of the manual reset type. Additional instruments and safety shutdowns shall be provided as noted herein.

- E. Injection pumps and injection valves shall be a type not requiring adjustment in service and shall be of a design allowing quick replacement by ordinary mechanics without special diesel experience. The engine shall have an individual mechanical injection pump and injection valve for each cylinder, any one of which may be removed and replaced from parts stock. Fuel injection pumps shall be positive action, constant-stroke pumps, activated by a cam driven by gears from the engine crankshaft. Fuel lines between injection pumps and valves shall be of heavy seamless tubing.
- F. The fuel system shall be equipped with fuel filters having replaceable elements. Filter elements shall be easily removable from their housing for replacing without breaking any fuel line connections, or disturbing the fuel pump, or any other part of the engine. All fuel filters shall be conveniently located in one accessible housing, ahead of the injection pumps so that the fuel will have been thoroughly filtered before it reaches the pump. No screens or filters requiring cleaning or replacement shall be used in the injection pump or injection valve assemblies. The engine shall be equipped with a built-in gear-type, engine-driven fuel transfer pump, capable of supplying fuel through the filters to the injection pump at constant pressure.
- G. In addition to the standard fuel filters provided by the engine MANUFACTURER, there shall also be installed a primary fuel filter and a water separator in the fuel inlet line to the engine.
- H. The engine shall be provided with removable wet-type cylinder liners of close grained alloy iron, heat treated for proper hardness as required for maximum liner life. The cylinder block shall be a one piece stress relieved gray iron casting.
- I. The engine shall have a gear-type lubricating oil pump for supplying oil under pressure to main bearings, crank pin bearings, pistons, piston pins, timing gears, camshaft bearings, valve rocker mechanism and governor. Effective lubricating oil filters shall be provided and so located and connected that all oil being circulated is continuously filtered and cleaned. Filters shall be accessible, easily removed and cleaned and shall be equipped with a spring-loaded by-pass valve as an insurance against stopping of lubricating oil circulation in the event the filters become clogged. The engines shall have a suitable water cooled lubricating oil cooler.
- J. The engine shall be provided with one or more engine mounted dry type air cleaners of sufficient capacity to protect effectively the working parts of the engine from dust and grit.
- K. During the initial start of the engine, a system shall be provided to pre-lube at low idle speed. When the internal oil pressure reaches a predetermined safe value, the engine will then increase to generator set operation speed.
- L. Mounting: The unit shall be mounted on a structural steel sub-base and shall be provided with spring type vibration isolators.
- M. The engine shall be EPA certified.

2.03 COOLING SYSTEMS

- A. The engine shall be furnished with a unit mounted radiator-type cooling system having sufficient capacity for cooling the engine when the diesel generator set is delivering full rated load in an ambient temperature not to exceed 110 degrees F. The engines shall be provided with a thermostatic valve placed in the jacket water outlet between the engine and the cooling source. This valve shall maintain the proper jacket water temperature under all

load conditions. Total air restriction from the radiator shall not exceed 0.5 inches of water at both inlet and outlet. A flexible connecting section shall be provided between the radiator and discharge louver frame.

- B. Closed circuit jacket water system shall be treated with a rust inhibitor as recommended by the engine MANUFACTURER.
- C. The expansion tank of the radiator shall be fitted with a low water level switch and wired into the safety shutdown system of the unit.

2.04 GENERATOR, EXCITER AND ACCESSORIES

- A. Rating: The generator's KW ratings shall be as indicated in these specifications, 0.8 p.f., 1800 RPM, 3 phase, 4-wire, 60 Hertz, 480 volts, 12 leads, with a maximum temperature rise of 130 degrees C (both armature and field) by resistance at full rated load in ambient air of 40 degrees C. The generator shall conform to NEMA Standard MG-1.
- B. Performance: The instantaneous voltage dip shall not exceed 15 percent of rated voltage when any load is applied. Recovery of stable operation shall occur within 5 seconds. Steady state modulation shall not exceed + ½ percent.
- C. Construction:
 - 1. The generator and exciter shall be dripproof, with split sleeve, or ball race bearings. A shaft-mounted brushless exciter shall be a part of the assembly. The stator cores shall be built up of high grade silicon steel laminations precision punched, and individually insulated. Armature lamination followers and frame ribs shall be welded integral with the frames for support of the stator core. A directional blower shall be mounted on the unit to draw cooling air from the exciter and over the rotor poles and through louvered openings on the opposite end.
 - 2. The exciter shall be a fast response type, with a rotating 3-phase full-wave bridge. The exciters shall have a low time constant and large capacity to minimize voltage transients under severe load changes.
 - 3. The alternator shall be salient-pole, brushless, 12-lead reconnectable, self-ventilated of drip-proof construction with amortisseur rotor windings and skewed stator for smooth voltage waveform. The insulation shall meet the NEMA standard (MG1-33.40) for Class H and be insulated with epoxy varnish to be fungus resistant per MIL 1-24092. Temperature rise of the rotors and stators shall be limited to 130° C. The excitation systems shall be of brushless construction controlled by a solid-state voltage regulator capable of maintaining voltage within +/- 0.25% at any constant load from 0% to 100% of rating. The regulators must be isolated to prevent tracking when connected to SCR loads, and provide individual adjustments for voltage range, stability and volts-per-hertz operations; and be protected from the environment by conformal coating.
 - 4. Generator rotor poles shall be built up of individually insulated silicon steel punchings. Poles shall be wound and bonded with high strength epoxy resin. Cage connections to the amortisseur rings shall be brazed for strong construction and permanent electrical characteristics. Each pole shall be securely bolted to the rotor shaft with bolts sized for the centrifugal forces on the rotor. Generator windings

shall be braced for full line to ground fault currents, with solidly grounded neutral system.

D. Accessories and Attachments

1. Low Voltage Terminal Boxes: The generators shall have separate AC and DC low voltage terminal boxes with suitably numbered terminal strip for required connections.
2. Engine Water Heater: Thermostatically controlled and sized to maintain the manufacturer's recommended engine coolant temperature to meet start-up requirements of NFPA-99 and NFPA-110, Level 1. Power supply shall be 240 volts single phase.
3. Alternator Heater: Sized to prevent the accumulation of moisture or dampness in the alternator windings. Power supply shall be 120 volts single phase.

E. Generator Associated Controls:

1. Voltage Regulator:
 - i) The generator MANUFACTURER shall furnish a hermetically sealed, silicon controlled rectifier type voltage regulator employing a zener reference with a +1 percent regulation for the generator. The regulators shall include 3-phase voltage sensing, automatic short circuit protection and shall include automatic underfrequency protection to allow the generator to operate at no load at less than synchronous speed for engine start-up and shutdown procedures. Switches and/or fuses shall not be used to provide this protection. An over-voltage sensing module with manual reset shall be furnished with the regulator. A volts per Hz, sensing module shall be provided as part of the regulation system.
 - ii) A voltage adjustment rheostat for 5 percent voltage adjustment on the unit shall be provided.
 - iii) High voltage step-down potential transformers shall be provided for the voltage regulator power input and sensing circuits if required.
2. Sustained Short Circuit: A permanent magnetic exciter shall be provided on the unit for sustaining a current of 300 percent during a short circuit, permitting the generator breaker to trip on overload. To prevent possible overheating of the armature windings, appropriate relaying shall be supplied to limit the fault to ten seconds. All current transformers required shall be supplied by the switchgear MANUFACTURER.

2.05 SOUND ATTENUATED, WEATHER-PROTECTIVE ENCLOSURES

- A. The intent of this Specification is to provide the OWNER with sound attenuated, weatherproof type generator set enclosures complete in every detail and requiring no additional in-field modifications or assembly, except where specifically allows by these Specifications. The enclosure is to be accurately dimensioned so as to be in compliance with the National Electrical Code (NEC), and the National Fire Protection Association (NFPA) for clearance of all specified items included therein, and all applicable fire codes

for a structure and application of this type. The enclosure shall be of a 'walk-in' type, sized in order to allow entrance into the enclosure by maintenance personnel.

- B. The enclosure shall conform to the following construction and design criteria as set forth. Enclosure shall be manufactured by Advanced Manufacturing & Power Systems, Inc., DeLand, FL. (A.M.P.S.) Ph. (386) 822-5565. Substitutions must be submitted in writing to the engineer and be accepted as an approved equal prior to bid date.
1. Rigidity wind test equal to 180 MPH
 2. Roof load equal to 50 lbs. per sq. ft.
 3. Rain test equal to 4" per hour
 4. Florida Department of Community Affairs Modular Building Insignia
- C. Enclosure shall consist of a roof, two (2) sidewalls, two (2) end walls, and be manufactured of formed aluminum components. The enclosure is to be provided with a means for securely attaching the entire structure to the base/fuel tank as specified within.
- D. Roof, sidewalls and end walls shall be of formed 0.090 marine grade aluminum. The roof is to be bolted to both side and end walls to form a complete weather and wind resistance assembly.
- E. Wall framing shall be incorporated in the panels by forming an open back box structure. Skin material shall be minimum thickness .090" marine grade aluminum. Enclosure shall have a baked on powder-coat finish for maximum corrosion resistance. Exterior skin panels shall be integral to the wall structure and not separate pieces riveted onto framing members. Wall panels shall be no wider than 36" each and shall be removable without the use of special tools. Wall and roof panels shall be designed so that field replacement can be accomplished without disassembly of the entire structure if damage should occur.
- F. A minimum of sixteen colors shall be available for enclosure exterior. Standard enclosure exterior color is WHITE unless otherwise specified.
- G. Roof assembly shall be cambered to aid in rainwater runoff. Roofs with thicknesses of less than 0.090" nominally shall not be considered. Roof applications assemblies are to be mechanically fastened to the vertical wall sections. Glued or crimped roofs shall not be allowed nor considered as an acceptable alternative.
- H. Air handling shall be as follows: Air will enter the enclosure through a Hood, Plenum or Sound Attenuated Louvers/Baffles, as determined by the specific application and shall allow for the airflow demand for proper cooling to generator set package. The cooling air Inlet system shall prevent water intrusion into the enclosure with the generator set operating at full rated load while allowing for a maximum air restriction of less than 0.30" H2O. Radiator Discharge shall be through a gravity operated extruded aluminum backdraft type damper and into a vertical discharge plenum or hood. Discharge plenum/hood shall discharge air upward and be provided with a means to positively drain any and all water entering the discharge device. Air discharge devices shall in no event restrict airflow by more than 0.25" H2O. To ensure adequate airflow for cooling and combustion the static restriction over the entire system shall not exceed 0.50" H2O. Both Intake and Discharge hoods and plenums shall be provided with removable bird/rodent screening to prevent the entrance of debris, birds, rodents and other vermin.

- I. Acoustical insulation materials shall consist of a UL Classified Thermofiber® insulation material with a heat/fire resistance rating up to 2400° F and provide superior sound attenuation performance. Insulation shall incorporate 2# per square foot, barrier material, to dampen low frequency noise. Acoustical insulation material on interior roof and walls is to be mechanically held in place by 0.032" mill finished perforated aluminum with tuned engineered hole diameter for optimum sound attenuation at 1000 Hz. Interior perforated aluminum material shall protect the insulation material as well as allow noise to permeate the absorptive material.
- J. Four-point lifting provisions shall be provided and have sufficient capacity suitable for rigging the entire Enclosure assembly.
- K. A minimum of two (2) single access doors shall be provided. Doors shall be manufactured of the same material as enclosure. Doors shall be fully gasketed to form a weather tight perimeter seal. Door hinges shall be full length stainless steel piano type and shall be attached with stainless steel hardware. Door handles shall be of a corrosion resistant material and shall provide for a lockable, secure entry point into the enclosure. Doors shall be insulated with no less insulation than is provided in the enclosure walls for sound attenuation.
- L. Enclosure manufacturer shall provide all necessary hardware to internally mount the exhaust silencer(s) specified herein. Silencer mounting hardware shall maintain the weatherproof integrity of the enclosure system. If the silencer is mounted internally it should discharge upward into the radiator discharge plenum or hood where possible, otherwise the enclosure manufacturer shall provide an aluminum rain collar and rain dress shield. Rain Collar and Dress Shield shall be manufactured of aluminum or stainless steel and designed as a circular fabricated part that does not require hole indexing by the installing contractor during site installation
- M. As a minimum the enclosure shall provide an average 42db(A) sound reduction as measured at one meter, five feet above grade level under free field conditions to allow for a maximum of 75db(A) at 5 meters from the enclosure.
- N. Enclosure must bear the Florida Department of Community Affairs Modular Building Insignia.
- O. Electrical Package: Enclosure Shall Contain a 100-Ampere, 120/208V, 3-phase Load Center with a 3-pole 60A, 208V Main Circuit Breaker. The Load Center Shall Contain Adequate Load Circuit Breakers to Support the Following Loads:
 - 1. Two (2) 4' LED light fixtures. Columbia LXEM4-40ML-RA-E-U-SSL or engineer approved equal. Lights shall be controlled by Switches Located at each of the doors.
 - 2. Two (2) 20-Ampere, Duplex, 120 VAC, GFI Receptacles. (1) Receptacle shall be located adjacent to each personnel entrance door.
 - 3. Engine Jacket Water Heater
 - 4. Alternator Space Heater
 - 5. Engine Starting Battery Charger
 - 6. Emergency Stop Pushbutton : Provide a NEMA 4X SS, Red, Mushroom-head emergency pushbutton that will immediately stop the generator upon activation. Provide a placard above the pushbutton to read "Generator Emergency Shut Down". Refer to drawings for pushbutton and placard location and details.

2.06 EXHAUST SYSTEMS

- A. Exhaust Silencers - A critical type, side inlet, end outlet, Maxim M-51, or Silex JB silencer and a flexible stainless steel exhaust fitting properly sized shall be furnished and installed according to the MANUFACTURER's recommendation. Mounting shall be provided by the CONTRACTOR as required. The silencers shall be mounted so that its weight is not supported by the engine nor will exhaust system growth due to thermal expansion be imposed on the engine. Exhaust pipe size shall be sufficient to ensure that exhaust back pressure does not exceed the maximum limitations specified by the engine MANUFACTURER. So called "spiral" or truck mufflers are disallowed and will not be considered as equal to the industrial quality silencers specified above.
- B. The silencers shall be fitted with a tail pipe extension terminating at a 45° angle to prevent the entrance of rainwater. It shall also be fitted with an expanded metal bird screen.
- C. Rain Skirt - At the point where the exhaust pipe flexible tubing penetrates the roof of the enclosure, a suitable "rain skirt" and collar shall be provided by the MANUFACTURER. It shall be designed to prevent the entrance of rain and allow for expansion and vibration of the exhaust piping without chafing or stress to the exhaust system. This detail must appear on the drawings submitted for approval.

2.07 AUTOMATIC STARTING SYSTEM

- A. Starting Motor - A DC electric starting system with positive engagement shall be furnished. The motor voltage shall be 12 volts.
- B. Automatic Control - Fully automatic engine start-stop controls in the generator control panels shall be provided. Controls shall provide shutdown for low oil pressure, high water temperature, overspeed, overcrank, and loss of engine coolant. Alarms for approaching high water temperature and impending low oil pressure shall also be included. Controls shall include a 45-second single cranking cycle limit with lockout or a cyclic crank system with lockout and overcrank protection.
- C. Batteries - A lead-acid storage battery set of the heavy duty diesel starting type shall be provided. Battery voltage shall be 12 volts, and the battery set shall be rated no less than 225 ampere hours. Necessary cables and clamps shall be provided.
- D. Battery Trays - battery trays shall be provided for the batteries and shall conform to NEC 480-7(b). It shall be constructed of fiberglass and so treated as to be resistant to deterioration by battery electrolyte. Further, construction shall be such that any spillage or boil-over of battery electrolyte shall be contained within the tray to prevent a direct path to ground.
- E. Battery Chargers - A current-limiting, automatic 12 volt DC charger shall be furnished to automatically recharge batteries. Charger shall float at 2.17 volts per cell and equalize at 2.33 volts per cell. It shall include overload protection, silicon diode full wave rectifiers, voltage surge suppressor, DC ammeter, DC voltmeter, and fused AC input. AC input voltage shall be 120 volts, single phase. Amperage output shall be no less than ten (10) amperes. Chargers shall be wall mounting type in NEMA 1 enclosure, and U.L. listed as an industrial control panel. The chargers shall be as manufactured by LaMarche per NFPA 110 and U.L. 508. The chargers shall be mounted and wired within the enclosure for the generator set by enclosure manufacturer.

2.08 MAIN LINE CIRCUIT BREAKERS

- A. Type - Main line, 600 volt, 100% rated, molded case circuit breaker mounted upon and sized to the output of the generator shall be installed as a load circuit interrupting and protection device. It shall operate both manually for normal switching functions and automatically during overload and short circuit conditions.

1. 600 Ampere Frame, 600 Ampere Trip.

Note : The manufacturer may size the main line circuit breaker based on the controller's protective scheme (when said controller meets UL requirements). However, in all cases, the breaker shall operate in a manner to protect both the output conductors and the transfer switch.

- B. The trip unit for each pole shall have elements providing inverse time delay during overload conditions and instantaneous magnetic tripping for short circuit protection. The circuit breaker shall meet standards established by Underwriters Laboratories, National Electric Manufacturers Association, and National Electrical Code.
- C. Generator exciter field circuit breakers do not meet the above electrical standards and are unacceptable for line protection.
- D. Circuit breaker shall have battery voltage operated shunt trip wired to safety shutdowns to open the breaker in the event of engine failure.
- E. The rating of the circuit breakers shall allow the starting of full generator SKVA.
- H. The circuit breaker enclosure, together with all specified circuit breakers, shall be designed for the specific generator set specified and be equipped with rear copper stabs, or load cable lugs and be finish painted to match the generator set.

2.09 GENERATOR CONTROL PANELS

- A. Type - A generator-mounted, NEMA 1 type, vibration isolated, 14-gauge steel control panel shall be provided for the generator set. The panel must be capable of facing any direction when mounted upon the generator set.
- B. Regulation of NFPA 110 Level 2 shall apply for instrumentation, alarm and shutdown. The instrument panel shall include, but not necessarily be limited to:
1. Gages for engine : digital or analog gages with $\pm 2\%$ full scale accuracy :
 - a. Oil Pressure
 - b. Engine Coolant Temperature
 - c. Voltmeter for DC Battery
 2. Gages for generator : digital or analog gages with $\pm 2\%$ full scale accuracy :
 - a. AC Ammeter : Dual range
 - b. AC Voltmeter : Dual range
 - c. Frequency Meter : Range of 45-65 Hz.
 3. Elapsed Time Meter.

4. 0-3000 RPM Tachometer - digital or analog gage with $\pm 2\%$ full scale accuracy :
5. A seven position phase selector switch with - OFF position to show meter display of current and voltage of each generator phase. This selector switch may be manual or push-button.
6. A power source with circuit protection - 12 or 24 VDC.
7. An AC interlock to prevent starter re-engagement with engine running.
8. DC circuit protection.
9. A minimum of two panel lamps to illuminate instrument panel.
10. Eight (8) individual fault indicator lights for :
 - a. Overcrank Shutdown - Red
 - b. Overspeed shutdown - Red
 - c. High Coolant Temperature - Red
 - d. Low Engine Oil Pressure - Red
 - e. High Engine Coolant Temperature Prealarm - Yellow
 - f. Low Engine Oil Pressure Prealarm - Yellow
 - g. Low Fuel - Yellow
 - h. Run - Green

C. Switches and Controls

1. Rheostat for adjusting output voltage of the generator to $\pm 5\%$ of nominal voltage.
 2. Over voltage protection shutdown switch.
 3. Emergency stop switch mounted on control panel.
 4. Engine start switch - with Run, Off, Reset, Automatic positions.
 5. Five minute engine cool down timer.
 6. Cyclic cranking switch.
- D. Dry contacts for remote generator running indication and remote generator fail indication wired to terminal strips. At a minimum provide dry contacts for generator running and generator fault. Refer to drawings for required conduit/conductors.
- E. All electrical penetrations in any enclosure shall be properly sealed from the weather.
- F. Digital or solid state meters or metering devices shall be acceptable as a substitute for the electromechanical devices specified.
- G. Engraved, screw-on type nameplates will identify each function indicated without abbreviation of function description. So-called international symbols will not be acceptable substitutes for this mandatory requirement.

- H. Timing Functions - All control panel timing functions shall be accomplished by metal encased, solid-state, plug-in timing relays with 2PDT output contacts rated for ten (10) amperes. All solid-state time delay relays shall be reverse polarity protected and shall not function or be damaged by the application of improper polarity. Open printed circuit board type time delay circuits will not be accepted.
- I. Control Relays - All control relays shall be the 3PDT plug-in type with .187QC blade terminals rated for (10) amperes. Each relay shall be equipped with a manual push to operate check button, L.E.D. or neon visual indicator, and see-thru dust cover for contact inspection and protection. Exposed contact and octal base plug-in relays are not acceptable.
- J. Relay Sockets - All relay sockets shall be of the molded thermoplastic type, suitable for snap mounting on standard D.I.N. rail. Relay sockets will have wire clamp type terminals for secure wire connections, and one (1) piece bus bar connectors between the actual relay blade and wire clamp terminal. Relay sockets shall be rated for fifteen (15) amperes at 300V. Printed circuit board type relay sockets and relay sockets with push-on quick connect terminals are not acceptable.

2.10 GENERATOR FUEL SYSTEM

- A. 1,000 Gallon, UL 142, FDEP Sub Base Fuel Tank as follows:
 - 1. ¼" Mild Steel Secondary Tank
 - 2. Interstitial space with FDEP Approved Leak Detection Switch (Madison M-7000 EQ#682)
 - 3. Mechanical Fuel Level Gauge (Visible at Fill Point)
 - 4. Supply and Return Connections
 - 5. 2" Fill with Lockable Cap with FDEP spill containment
 - 6. Normal and Emergency Vent Fittings Installed Per UL-142
 - 7. Low Level Fuel Alarm Switch (Madison M-7000 EQ#682) set at 40% remaining capacity wired to Control Panel Terminal Strip
 - 8. High Level Fuel Alarm Switch (Madison M-7000 EQ#682) Set at 90% tank capacity wired to Control Panel Terminal Strip
 - 9. Cable Stub Up Opening Under Circuit Breaker
 - 10. Generator Mounting Pads
 - 11. 2 Lifting Points per Side (4 Total) for Lifting Generator Set, Enclosure and Tank (Empty)
 - 12. Tank coated with Two Part Epoxy Primer and painted Gloss Black
 - 13. Tank sealed and shipped under vacuum per Florida Administrative Code Chapter 62-762 and NFPA30

PART 3 - EXECUTION

3.01 GENERATOR SET FIELD QUALITY CONTROL

- A. A factory authorized service representative of the product supplied, shall inspect all field assembled and installed components and make any necessary corrections to insure proper equipment operation. Any cost associated with this procedure shall be born by the contractor.

3.02 GENERATOR SET TRAINING AND DEMONSTRATION

- A. TA factory representative of the product shall provide the County's maintenance personnel with a thorough period of instruction and hands-on session regarding the operation, trouble shooting and maintenance of all components of the product. Typical training period : one hour.
- B. At least seven business days of notice shall be given by the Contractor to the County for delivery, installation, testing training and demonstration of the product.

3.03 GENERATOR TESTING

- A. The engine-generator sets shall be given the MANUFACTURER'S standard factory load test prior to shipment.
- B. Prior to final acceptance of the generator set, all equipment furnished under this Section shall be field tested per NFPA 110 to show it is free of any defects and the generator set can operate satisfactorily under full load test using resistance type load banks (brine tanks not acceptable). Test shall be for four (4) continuous hours. Any defects which become evident at this time shall be corrected before acceptance.
- C. An all-in-place static alignment check of all rotating components shall be made prior to first start-up, after unit is secured in place and all final connections are made.
- D. A final alignment check and/or adjustment shall be made after the machines have run four (4) to six (6) hours with its normal connected load.

3.04 GENERATOR SET SPARE PARTS

- A. The spare parts shall include, but not necessarily be limited to the following:
 - 1. (6) Fuses of each type and size used.
 - 2. (6) Pilot lamps for each type used.
 - 3. (3) Green lens caps for pilot lamps.
 - 4. (3) Red lens caps for pilot lamps.
 - 5. (3) Amber lens caps for pilot lamps.
 - 6. (1) Oil, air and fuel filter.
 - 7. (1) Of each special tool or device, if any, required to maintain the generator set and included equipment.

3.05 WARRANTY

- A. Equipment furnished under this Section shall be guaranteed against defective parts and workmanship under terms of the MANUFACTURER'S and dealer's warranty. But, in no event, shall it be for a period of less than five (5) years (comprehensive) from date of initial start-up of the system and shall include labor, parts and travel time for necessary repairs at the job site. Running hours shall not be a limiting factor for the system warranty either by the MANUFACTURER or the supplying dealer. Submittal data received without written warranties as specified will be rejected in their entirety.

END OF SECTION

SECTION 16450 GROUNDING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish and install a complete grounding system in strict accordance with Article 250 of the National Electrical Code and/or as hereinafter specified and/or as shown on the Contract Drawings.

1.02 SUBMITTALS

- A. The requirements of Section 01340 and Section 16050 shall be met.
- B. Test results as indicated in 3.02 C shall be submitted.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Ground Rods: The ground rods shall be solid copper or copper-clad steel having a diameter of 3/4-inch and a length of 20-feet. The ground rods shall be as manufactured by Copperweld, or approved equal.
- B. Grounding Conductors
 - 1. All grounding conductors shall be copper. Aluminum or copper-clad aluminum grounding conductors will not be allowed.
 - 2. The grounding conductors shall be sized in accordance with the latest edition of the National Electrical Code, Table 250-94 or Table 250-95, whichever is applicable to the particular grounding conductor.
- C. Ground Rod Clamps: The ground rod clamps shall be malleable iron or cast bronze fittings suitable for use with copper conductors. The ground rod clamps shall be as manufactured by Bridgeport Fittings, Inc.; ITT Blackburn, Inc.; or approved equal.
- D. Dissimilar Metals Junctions: Connections between different metals shall be sealed using NO-OXIDE paint, Grade A, or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Wherever possible, the Contractor shall make connections via exothermic welds. Where exothermic welds cannot be accommodated, provide ground clamps.
- B. All underground conductors shall be laid slack and, where exposed to mechanical injury, shall be protected by pipes or other substantial guards. If guards are iron pipe or other magnetic material, conductors shall be electrically connected to both ends of the guard.

- C. Grounding electrodes shall be driven as required. Where rock is encountered, grounding plates may be used in lieu of grounding rods.
- D. All equipment enclosures, motor and transformer frames, conduit systems, cable armor, exposed structural steel and similar items as required by Article 250 of the NEC shall be grounded.
- E. Exposed connections shall be made utilizing approved grounding clamps. Buried connections shall be Cadweld, or approved equal, welding process.
- F. Lighting transformer neutrals shall be grounded to the nearest grounding electrode.
- G. Conduits stubbed-up below a motor control center shall be fitted with insulated grounding bushings and connected to the motor control center ground bus. Boxes mounted below motor control centers shall be bonded to the motor control center ground bus. The grounding wire shall be sized in accordance with Table 250-95 of the National Electrical Code, except that a minimum No. 12 AWG shall be used.
- H. Motors shall be grounded in accordance with Section 16150, Item 3.01.A of these Specifications.
- I. The Contractor shall exercise care to insure good ground continuity, in particular between conduits and equipment frames and enclosures. Where necessary, jumper wires shall be installed.

3.02 TESTS

- A. The Contractor shall test the ground resistance of the system. The Contractor shall provide all test equipment of which the County shall have approval.
- B. The dry season resistance of the system shall not exceed five (5) ohms. If a single driven rod does not produce this value, the Contractor shall drive additional rods and/or take other measures as directed by the County without any cost to the County.
- C. The Contractor shall furnish to the County three (3) copies of the test report certifying that the system is in compliance with the ohmic value requirement. The certified test report shall include, but not necessarily be limited to, the following:
 - 1. Description of the test.
 - 2. Type of test equipment used.
 - 3. Moisture content of the soil.
 - 4. Date and time of the test.
 - 5. Resistance measurement of each rod cluster.
 - 6. Name of individual(s) performing the test.
 - 7. Contractor's certification stamp or seal.

3.03 GUARANTEES AND WARRANTIES

- A. The Contractor shall guarantee and warrant all materials and labor provided under this Section in accordance with Section 01740 and Section 16050 of these Specifications.

END OF SECTION

SECTION 16495 AUTOMATIC TRANSFER SWITCHES

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnish and install automatic transfer switch (ATS) with three (3) poles, solid neutral, rated for 600 amperes, 480Volts, withstand and close-on ratings of 42,000 RMS symmetrical amperes minimum. Automatic transfer switch shall consist of an inherently double throw power transfer switch mechanism and a microprocessor controller to provide automatic operation. Transfer switch and controller shall be the products of the same manufacturer. Transfer switch shall be open transition type.

1.02 CODES AND STANDARDS

The automatic transfer switches and controls shall conform to the requirements of:

- A. UL 1008 - Standard for Transfer Switch Equipment
- B. CSA certified to CSA 22.2 No. 178 - 1978 Automatic Transfer Switches
- C. IEC 60947-6-1 Low-voltage Switchgear and Controlgear; Multifunction equipment; Automatic Transfer Switching Equipment
- D. NFPA 70 - National Electrical Code
- E. NFPA 99 - Essential Electrical Systems for Health Care Facilities
- F. NFPA 110 - Emergency and Standby Power Systems
- G. IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- H. NEMA Standard ICS10-1993 (formerly ICS2-447) - AC Automatic Transfer Switches
- I. UL 508 Industrial Control Equipment

1.03 ACCEPTABLE MANUFACTURERS

Automatic transfer switch shall be ASCO 7000 Series. No substitutions shall be allowed.

PART 2 - PRODUCTS

2.01 MECHANICALLY HELD TRANSFER SWITCH

- A. The transfer switch shall be electrically operated and mechanically held. The electrical operator shall be a momentarily energized, single-solenoid mechanism. Main operators which include overcurrent disconnect devices, linear motors or gears shall not be acceptable. The switch shall be mechanically interlocked to ensure only two possible positions, normal or emergency.
- B. All transfer switch sizes shall use only one type of main operator for ease of maintenance and commonality of parts.

- C. The switch shall be positively locked and unaffected by momentary outages, so that contact pressure is maintained at a constant value and contact temperature rise is minimized for maximum reliability and operating life.
- D. All main contacts shall be silver composition.
- E. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors.
- F. Designs utilizing components of molded-case circuit breakers, contactors, or parts thereof, which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable.
- G. Where neutral conductors must be switched as shown on the plans, the ATS shall be provided with fully rated overlapping neutral transfer contacts. The neutrals of the normal and emergency power sources shall be connected together only during the transfer and retransfer operation and remain connected together until power source contacts close on the source to which the transfer is being made. The overlapping neutral contacts shall not overlap for a period greater than 100 milliseconds. Neutral switching contacts which do not overlap are not acceptable.
- H. Where neutral conductors are to be solidly connected as shown on the plans, a neutral conductor plate with fully rated AL-CU pressure connectors shall be provided.

2.02 MICROPROCESSOR CONTROLLER

- A. The controller's sensing and logic shall be provided by a single built-in microprocessor for maximum reliability, minimum maintenance, and the ability to communicate serially through an optional serial communication module.
- B. A single controller shall provide twelve selectable nominal voltages for maximum application flexibility and minimal spare part requirements. Voltage sensing shall be true RMS type and shall be accurate to $\pm 1\%$ of nominal voltage. Frequency sensing shall be accurate to $\pm 0.2\%$. The panel shall be capable of operating over a temperature range of -20 to +60 degrees C and storage from -55 to +85 degrees C.
- C. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance. Sensing and control logic shall be provided on multi-layer printed circuit boards. Interfacing relays shall be industrial grade plug-in type with dust covers. The panel shall be enclosed with a protective cover and be mounted separately from the transfer switch unit for safety and ease of maintenance. The protective cover shall include a built-in pocket for storage of the operator's manuals.
- D. All customer connections shall be wired to a common terminal block to simplify field-wiring connections.
- E. The controller shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:
 - 1. EN 55011:1991 Emission standard - Group 1, Class A
 - 2. EN 50082-2:1995 Generic immunity standard, from which:
 - 3. EN 61000-4-2:1995 Electrostatic discharge (ESD) immunity

4. ENV 50140:1993 Radiated Electro-Magnetic field immunity
5. EN 61000-4-4:1995 Electrical fast transient (EFT) immunity
6. EN 61000-4-5:1995 Surge transient immunity
7. EN 61000-4-6:1996 Conducted Radio-Frequency field immunity

2.03 ENCLOSURE

- A. The ATS shall be furnished as an open frame to be installed within the existing automatic transfer switch enclosure.
- B. The contractor shall provide and install a new door for the existing ATS enclosure. The new door shall match the existing in dimension, color and shall be comprised of the same materials as the existing door. The new door shall accommodate the new instruments to be provided as noted in section 2.03 C.
- C. All standard and optional door-mounted switches and pilot lights shall be 16-mm industrial grade type or equivalent for easy viewing & replacement. Door controls shall be provided on a separate removable plate.

PART 3 - OPERATION

3.01 CONTROLLER DISPLAY AND KEYPAD

- A. A four line, 20 character LCD display and keypad shall be an integral part of the controller for viewing all available data and setting desired operational parameters. Operational parameters shall also be available for viewing and limited control through the serial communications input port. The following parameters shall only be adjustable via DIP switches on the controller:
 1. Nominal line voltage and frequency
 2. Single or three phase sensing
 3. Operating parameter protection
 4. Transfer operating mode configuration (Open transition, Closed transition, or Delayed transition)

All instructions and controller settings shall be easily accessible, readable and accomplished without the use of codes, calculations, or instruction manuals.

3.02 VOLTAGE, FREQUENCY AND PHASE ROTATION SENSING

- A. Voltage and frequency on both the normal and emergency sources (as noted below) shall be continuously monitored, with the following pickup, dropout, and trip setting capabilities (values shown as % of nominal unless otherwise specified):

<u>Parameter</u>	<u>Sources</u>	<u>Dropout / Trip</u>	<u>Pickup / Reset</u>
Undervoltage	N&E, 3 ϕ	70 to 98%	85 to 100%
Overvoltage	N&E, 3 ϕ	102 to 115%	2% below trip
Underfrequency	N&E	85 to 98%	90 to 100%
Overfrequency	N&E	102 to 110%	2% below trip
Voltage unbalance	N&E	5 to 20%	1% below dropout

- B. Repetitive accuracy of all settings shall be within $\pm 0.5\%$ over an operating temperature range of -20°C to 60°C .
- C. Voltage and frequency settings shall be field adjustable in 1% increments either locally with the display and keypad or remotely via serial communications port access.
- D. The controller shall be capable (when activated by the keypad or through the serial port) of sensing the phase rotation of both the normal and emergency sources. The source shall be considered unacceptable if the phase rotation is not the preferred rotation selected (ABC or CBA).
- E. Source status screens shall be provided for both normal & emergency to provide digital readout of voltage on all 3 phases, frequency, and phase rotation.
- F. The controller shall include a user selectable algorithm to prevent repeated transfer cycling to a source on an installation which experiences primary side, single phase failures on a Grounded Wye - Grounded Wye transformer which regenerates voltage when unloaded. The algorithm shall also inhibit retransfer to the normal (utility) source upon detection of a single phasing condition until a dedicated timer expires, the alternate source fails, or the normal source fails completely and is restored during this time delay period. The time delays associated with this feature shall be adjustable by the user through the controller keypad and LCD.

3.03 TIME DELAYS

- A. An adjustable time delay of 0 to 6 seconds shall be provided to override momentary normal source outages and delay all transfer and engine starting signals. Capability shall be provided to extend this time delay to 60 minutes by providing an external 24 VDC power supply.
- B. A time delay shall be provided on transfer to emergency, adjustable from 0 to 60 minutes, for controlled timing of transfer of loads to emergency.
- C. Two time delay modes (which are independently adjustable) shall be provided on re-transfer to normal. One time delay shall be for actual normal power failures and the other for the test mode function. The time delays shall be adjustable from 0 to 60 minutes. Time delay shall be automatically bypassed if the emergency source fails and the normal source is acceptable.
- D. A time delay shall be provided on shut down of engine generator for cool down, adjustable from 0 to 60 minutes.
- E. A time delay activated output signal shall also be provided to drive an external relay(s) for selective load disconnect control. The controller shall have the ability to activate an adjustable 0 to 5 minute time delay in any of the following modes:
 - 1. Prior to transfer only.
 - 2. Prior to and after transfer.
 - 3. Normal to emergency only.
 - 4. Emergency to normal only.
 - 5. Normal to emergency and emergency to normal.

6. All transfer conditions or only when both sources are available.
-
- F. All time delays shall be adjustable in 1 second increments, except the extended parallel time, which shall be adjustable in .01 second increments.
 - G. All time delays shall be adjustable by using the LCD display and keypad or with a remote device connected to the serial communications port.

3.04 ADDITIONAL FEATURES

- A. A three position momentary-type test switch shall be provided for the *test / automatic / reset* modes. The test position will simulate a normal source failure. The reset position shall bypass the time delays on either transfer to emergency or retransfer to normal.
- B. A SPDT contact, rated 5 amps at 30 VDC, shall be provided for a low-voltage engine start signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output, and run for the duration of the cool down setting, regardless of whether the normal source restores before the load is transferred.
- C. Auxiliary contacts, rated 10 amps, 250 VAC shall be provided consisting of one contact, closed when the ATS is connected to the normal source and one contact closed, when the ATS is connected to the emergency source.
- D. LED indicating lights (16 mm industrial grade, type 12) shall be provided; one to indicate when the ATS is connected to the normal source (green) and one to indicate when the ATS is connected to the emergency source (red).
- E. LED indicating lights (16 mm industrial grade, type 12) shall be provided and energized by controller outputs. The lights shall provide true source availability of the normal and emergency sources, as determined by the voltage sensing trip and reset settings for each source.

The following features shall be built-in to the controller, but capable of being activated through keypad programming or the serial port only when required by the user:

- F. Provide the ability to select "commit/no commit to transfer" to determine whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.
- G. An Inphase monitor shall be provided in the controller. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents, and shall not require external control of power sources. The inphase monitor shall be specifically designed for and be the product of the ATS manufacturer. The inphase monitor shall be equal to ASCO Feature 27.
- H. The controller shall be capable of accepting a normally open contact that will allow the transfer switch to function in a non-automatic mode using an external control device.
- I. Engine Exerciser - The controller shall provide an internal engine exerciser. The engine exerciser shall allow the user to program up to seven different exercise routines. For each routine, the user shall be able to:
 1. Enable or disable the routine.

2. Enable or disable transfer of the load during routine.
3. Set the start time, .
 - time of day
 - day of week
 - week of month (1st, 2nd, 3rd, 4th, alternate or every)
4. Set the duration of the run.

At the end of the specified duration the switch shall transfer the load back to normal and run the generator for the specified cool down period. A 10-year life battery that supplies power to the real time clock in the event of a power loss will maintain all time and date information.

The following feature shall be built - into the controller, but capable of being activated through keypad programming or the communications interface port.

Note: The transfer switch will operate in a non-automatic mode with this feature activated.

- J. Terminals shall be provided for a remote contact which opens to signal the ATS to transfer to emergency and for remote contacts which open to inhibit transfer to emergency and/or retransfer to normal. Both of these inhibit signals can be activated through the keypad or serial port.
- K. System Status - The controller LCD display shall include a "System Status" screen which shall be readily accessible from any point in the menu by depressing the "ESC" key a maximum of two times. This screen shall display a clear description of the active operating sequence and switch position. For example,

Normal Failed
Load on Normal
TD Normal to Emerg
2min15s

Controllers that require multiple screens to determine system status or display "coded" system status messages, which must be explained by references in the operator's manual, are not permissible.

- L. Self Diagnostics - The controller shall contain a diagnostic screen for the purpose of detecting system errors. This screen shall provide information on the status input signals to the controller which may be preventing load transfer commands from being completed..
- M. Data Logging - The controller shall have the ability to log data and to maintain the last 99 events, even in the event of total power loss. The following events shall be time and date stamped and maintained in a non-volatile memory:

1. Event Logging
 1. Data and time and reason for transfer normal to emergency.
 2. Data and time and reason for transfer emergency to normal.
 3. Data and time and reason for engine start.
 4. Data and time engine stopped.
 5. Data and time emergency source available.
 6. Data and time emergency source not available.

2. Statistical Data
 1. Total number of transfers.
 2. Total number of transfers due to source failure.
 3. Total number of days controller is energized.
 4. Total number of hours both normal and emergency sources are available.

PART 4 - ADDITIONAL REQUIREMENTS

4.01 WITHSTAND AND CLOSING RATINGS

- A. The withstand and closing ratings of the ATS, with any overcurrent device shall be 42,000 RMS symmetrical amperes minimum.
- B. The ATS shall be UL listed in accordance with UL 1008 and be labeled in accordance with that standard's 0.025 and 0.05 second, time based ratings. ATSS which are not tested and labeled with time based ratings and have series, or specific breaker ratings only, are not acceptable.

4.02 TESTS AND CERTIFICATION

- A. The complete ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- B. The ATS manufacturer shall be certified to ISO 9001:2008 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001:2008

4.03 SERVICE REPRESENTATION

- A. The ATS manufacturer shall maintain a national service organization of company-employed personnel located throughout the contiguous United States. The service center's personnel must be factory trained and must be on call 24 hours a day, 365 days a year.
- B. The manufacturer shall maintain records of each switch, by serial number, for a minimum of 20 years.

END OF SECTION

SECTION 16950 TESTS AND INSPECTIONS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The CONTRACTOR shall arrange for all inspections required by the local authority having jurisdiction. Approval of the installation by any such local authority shall not relieve the CONTRACTOR of any portion of his responsibility for adequate performance of the completed installation.

1.02 SUBMITTALS

- A. The CONTRACTOR shall furnish at least two copies of test records to the ENGINEER. At the completion of all tests specified herein and any others required to make operational all equipment, all records shall be viewed by the CONTRACTOR, then transmitted directly to the ENGINEER. All prints shall be corrected and verified for corrections of in-field changes by the CONTRACTOR prior to submittal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 PREPARATION

- A. After completion and prior to being energized, the electrical installation shall be tested to the extent necessary to demonstrate that all systems are complete and ready for operation. The CONTRACTOR shall notify the ENGINEER and the OWNER for the final inspection prior to energizing the system.
- B. The CONTRACTOR shall furnish all necessary test equipment to satisfactorily perform all tests specified herein or required by applicable codes and standards.

3.02 TESTING

- A. The CONTRACTOR shall test all wire, cable, equipment, and systems installed or connected under the Agreement to assure proper installation, settings, connection, and functioning in accordance with the Drawings, Specifications and the manufacturer's recommendations.
- B. When conducting tests the CONTRACTOR shall:
 - 1. Include all tests and inspections recommended by the equipment manufacturer and applicable Codes and Standards.
 - 2. Include any additional tests required by the ENGINEER that he deems necessary because of field conditions to determine that equipment, material, and systems meet the requirements of the Specifications.

3. Maintain in quadruplicate a written record of all tests showing date, personnel conducting tests, equipment or material tested, tests performed, manufacturer and serial number of testing equipment and results.
- C. Tests to be accomplished as a minimum are as follows:
1. Control Panels/Panelboards : provide temporary power source to all control/power circuits and check for proper operation prior to energizing equipment served.
 2. Wires and Cables:
 - a. The 600-volt insulated cables shall be factory tested prior to shipment in accordance with IPCEA standards for the insulation specified.
 - b. The following 600-volt wires and cable shall be tested after installation but before final connections are made up:
 - i. All feeders from motor control centers to motors 10 horsepower and larger.
 - ii. All feeders from variable speed drive units.
 - iii. All feeders from motor control centers to lighting panels and dry-type transformers.
 - c. For the above listed cables, a test voltage of 500 volts ac shall be applied for a period of 1 minute between all conductors in the same conduit, and between each conductor and ground.
 - d. All tests shall be made at the Contractor's expense, and certification of the tests shall be submitted to the Engineer. If any failures occur during the tests, the Contractor shall replace the cable.
 3. Motor Test: Motor rotation will be checked by momentary energizing of motor. Correction of rotation shall be made by changing leads on the motor. Motors shall only be energized in the presence of a representative of the OWNER.
 4. Check phase rotation on all bussing. Phasing shall be A-B-C, left to right, top to bottom, front to rear, as viewed from the front.
- D. CONTRACTOR shall be responsible for any damage to equipment or material due to improper test procedures or test apparatus handling, and shall replace or restore to original condition any damaged equipment or material.
- E. CONTRACTOR shall furnish and use safety devices such as rubber gloves and blankets, protective screens, barriers, and danger signs to adequately protect and warn all personnel in the vicinity of the tests.

3.04 DEMONSTRATION OF COMPLETED ELECTRICAL SYSTEMS

- A. Upon the completion of the installation and testing, the CONTRACTOR shall demonstrate and familiarize representatives of the OWNER with the system.

END OF SECTION

SECTION 16960 GENERATOR DOCKING STATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:

Equipment for docking a generator and connecting to an electrical load, transfer switch or distribution equipment. Refer to drawings for further specifics pertaining to this project requirement(s).

1.03 SUBMITTALS

- A. Product Data: For each type of Generator/Power Docking Station indicated, include dimensions, elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, enclosure types, and finishes.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Wiring Diagrams: For power, signal, and control wiring.

1.03 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data:
 - 1. Manufacturer's written instructions for maintaining Generator Docking Station.

1.05 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. UL (Underwriters Laboratories, Inc.) Standards
- C. cUL (Underwriters Laboratories of Canada) Standards
- D. Comply with NFPA 70.

1.06 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - 1. Ambient Temperature: Not less than minus 22 deg F (minus 30 deg C) and not exceeding 104 deg F (40 deg C).
 - 2. Altitude: Not exceeding 6600 feet (2010 m).

1.07 COORDINATION

- A. Coordinate layout and installation of Generator Docking Station, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

1.08 GUARANTEE/WARRANTY

- A. New materials and equipment shall be guaranteed against defects in composition, design or workmanship for a period of one year.

PART 2 - PRODUCTS

2.01 GENERATOR DOCKING STATION

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. TRYSTAR Model GDR-064W-LLM-I (contact PowerLogics 800-357-8743)

2.02 GENERAL REQUIREMENTS

- A. Enclosures:
 - 1. Rated NEMA 4X for environmental conditions at installed location/as shown on drawings: 0.100" Aluminum 14 gauge, 304 stainless steel.
 - 2. Mounting:
 - a. Wall mounted.
 - 3. Front Cover:
 - a. Hinged
 - b. Gasketed
 - c. Pad-lockable latch Keyed or Kirk key as indicated on drawings
 - 4. Finishes:
 - a. Paint after fabrication. Powder coated ANSI #61 gray 40% gloss unless otherwise indicated on drawings or stainless steel if indicated on drawings.
 - b. Warning labels must be printed using a UV Printer in conjunction with UL Listed, VOC-free UV ink.
- B. Phase, Neutral, and Ground Buses:
 - 1. Material: Silver-plated hard-drawn copper.
 - 2. Equipment Ground Bus: bonded to box unless indicated otherwise.
 - 3. Ground Bus: 25% of phase size unless indicated otherwise.
 - 4. Neutral Bus: Neutral bus rated 100 percent of phase bus.
 - 5. Neutral bus bonded to ground bus.
 - 6. Round edges on bus.

- C. Bus Connectors:
 - 1. Located behind access plate inside front cover.
 - 2. Lugs 600A 2 x 500 MCM
- D. Generator Connections:
 - 1. Located inside front cover.
 - 2. Male Camlocks.
- E. Hinged cable access door on bottom of unit.
- F. Lockable rake system with reinforced support struts to reduce cable theft.
- G. Voltage, Amperage & Phase:
 - 1. 480V AC
 - 2. 600 Amperes.
 - 3. 3 Phase.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine elements and surfaces to receive Generator Docking Station for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Surface Mounted: Install Generator Docking Station with clearance for bottom access door.
- B. Attach Generator Docking Station to the vertical finished or structural surface behind the Generator Docking Station with 1-5/8" x 1-5/8" stainless steel unistrut.

3.03 IDENTIFICATION

- A. Label each enclosure with engraved laminated-plastic nameplate. Identify as "PORTABLE GENERATOR DOCKING STATION".
- B. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.

END OF SECTION

APPENDIX A MLS TIDEVIEW 4 MATERIALS TESTING

November 20, 2015

Cardno
Mr. Don McCullers
Senior Project Manager
380 Park Place Boulevard, Suite 300
Clearwater, Florida 33759

**RE: LEAD-BASED PAINT SCREENING AT THE TIDEVIEW 4 LIFT STATION
LOCATED AT 1355 41ST AVENUE EAST IN ELLENTON, FLORIDA**

Dear Mr. McCullers:

Greenfield Environmental, Inc. (GE) has completed the lead-based paint screening at the above-mentioned site. The survey was conducted on November 6, 2015 by Nicholas Barron, EPA Certified Lead Risk Assessor. The survey was conducted in order to detect accessible lead-based paint at interior and exterior painted surfaces prior to upcoming renovations. Painted walls, piping and generator components were surveyed at the lift station. This lead screening is not intended to be a comprehensive assessment of the entire structure and is limited to the scope of work for the upcoming renovation activities.

The lead-based paint survey was performed utilizing a Niton (Model LXP) XRF series lead analyzer, which is accepted by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Housing and Urban Development (HUD).

Fifteen (15) sample points were assessed with the XRF unit. A reading of 1.0 mg/cm^2 or greater with the Niton unit qualifies the paint as lead-based paint. The XRF results are located in **Appendix A**.

REGULATORY DEFINITIONS

HUD/EPA

Defines lead-based paint as coatings where the concentration of lead is equal to or greater than either of 1.0 milligram or lead per square centimeter of surface area (1.0 mg/cm^2) when tested by XRF or 0.5% by weight when analyzed by laboratory methods.

OSHA

Does not have a definition of lead-based paint. OSHA addresses lead that can become airborne if coatings containing any concentration of lead are disturbed during construction activities.

FINDINGS

The results of the XRF indicated that no lead-based or lead-containing painted surfaces were detected at the lift station surfaces assessed. Please refer to **Appendix A** for all sample locations and results.

CONCLUSIONS AND RECOMMENDATIONS

No lead-based or lead-containing paint was found on the surfaces tested. No specialized handling or disposal techniques are required for the renovations at the areas tested.

LIMITATIONS

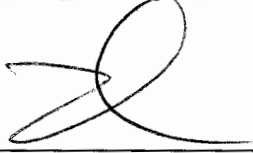
This sampling letter report has been prepared by GE in a manner consistent with industry standards exercised by members of the profession practicing under similar conditions. No other warranty, expressed or implied is made. The intent of this report is to assist the client in locating lead based paint (LBP). Under no circumstances is this letter to be utilized as a removal project specification document.

GE's interpretations and recommendations are based upon the results of the sampling and are in compliance with environmental regulations. This report was prepared solely for the use of **CARDNO** and is not intended for use by third party beneficiaries. The client, shall indemnify and hold GE harmless against any liability or any loss arising out of or relating to reliance by any third party on any work performed thereunder, or the contents of this report.

GE is pleased to have been of assistance to you on this project and we look forward to working with you in the future. If you have any questions or if we can be of any further service, please do not hesitate to call us at (727) 896-1266.

Sincerely,

GREENFIELD ENVIRONMENTAL, INC.

A handwritten signature in black ink, appearing to be 'N. Barron', written over a horizontal line.

Nicholas Barron
EPA Certified Lead Inspector
#FL-R-I157098-1

1071-5931_LeadLetter
Enclosure

APPENDIX A

XRF RESULTS

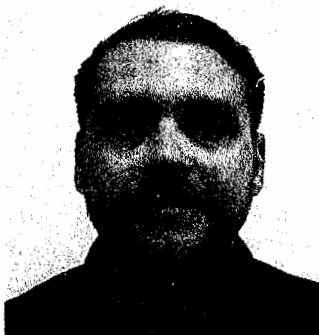
**TIDEVIEW 4 LIFT STATION
1355 41ST AVENUE EAST
ELLENTON, FLORIDA**

Sample #	Location	Component	Substrate	Color	Condition	Result (mg/cm ²)
C-1	Calibration	-----	-----	-----	-----	0.00
1	Interior - Ground Floor	Generator Mount	Metal	Yellow	Good	0.00
2	"	Generator Motor	"	"	Good	0.00
3	"	West Wall	Concrete	Tan	Good	0.00
4	"	West Vent Pipe Plate	Metal	"	Good	0.00
5	Interior - Basement	Central Motor	"	Green	Good	0.00
6	"	North Pipe	"	"	Good	0.00
7	"	South Pipe	"	"	Good	0.00
8	Interior - Ground Floor	West Floor	Concrete	Gray	Good	0.00
9	Exterior	West Wall	Stucco	White	Good	0.00
10	"	West Product Line	Metal	Yellow	Good	0.00
11	"	East Product Line	"	"	Good	0.00
12	"	Vent Panel Frame	"	Black	Good	0.00
13	"	Electrical Conduit	"	White	Fair	0.00
14	"	East Bollard	"	Yellow	Good	0.00
15	"	West Bollard	"	"	Good	0.00
C-2	Calibration	-----	-----	-----	-----	0.00

APPENDIX B
CERTIFICATION

United States Environmental Protection Agency

This is to certify that



Nicholas Elsworth Barron

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

Florida

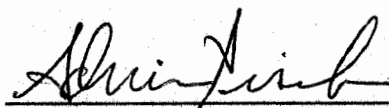
This certification is valid from the date of issuance and expires September 29, 2018

FL-R-1157098-1

Certification #

September 15, 2015

Issued On



Adrienne Prisela, Manager, Toxics Office

Land Division

United States Environmental Protection Agency

This is to certify that

Greenfield Environmental, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

Florida

This certification is valid from the date of issuance and expires January 12, 2018

FL-17768-3

Certification #

January 27, 2015

Issued On



Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

November 20, 2015

Cardno
Mr. Don McCullers
Senior Project Manager
380 Park Place Boulevard, Suite 300
Clearwater, Florida 33759

**RE: PRE-RENOVATION ASBESTOS SURVEY AT THE TIDEVIEW 4 LIFT STATION
LOCATED AT 1355 41ST AVENUE EAST IN ELLENTON, FLORIDA**

Dear Mr. McCullers:

A sampling for asbestos-containing materials (ACMs) was conducted on November 6, 2015 by EPA accredited inspector Nicholas Barron of Greenfield Environmental, Inc. (GE) at the above-mentioned structure. The sampling was conducted at the interior and exterior areas of the subject lift station prior to upcoming renovation activities. This survey is not intended to be a comprehensive assessment of the entire structure and is limited to the scope of work for the upcoming renovation activities.

The purpose of the survey was to locate asbestos containing materials in order to comply with EPA NESHAP regulations for pre-renovation inspections. Greenfield Environmental, Inc. is a Florida Licensed Asbestos Consulting Firm with a corresponding license number of ZA-0000268.

The sampling conducted in this asbestos survey was performed in accordance with the requirements of Title 40, Code of Federal Regulations (CFR), Part 763 for suspect ACMs. The EPA regulations require that sample locations be randomly selected. All suspect asbestos-containing materials and PACM (materials presumed to contain asbestos under the OSHA Asbestos Rule, 29 CFR 1910) were identified. The samples collected from the above-mentioned lift station areas were labeled and transported to Air Quality Environmental, Inc. for analysis. Air Quality Environmental, Inc. is a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory (NVLAP No. 200759-0).

The lift station structure was constructed of concrete and steel with a concrete foundation. Interior finishes consist of concrete floors and walls. The exterior is finished with stucco. The roof, doors and HVAC system are not included in this survey. The generator was also evaluated during the survey.

A total of eighteen (18) samples were collected during the survey. The results of the laboratory analysis determined that one (1) of the materials sampled contained asbestos in amounts greater than one (1) percent. This material is friable (Regulated) pipe gasket material. Please see the attached Summary of Laboratory Analysis for analytical results and sample locations.

Friable (Regulated) materials were discovered during our inspection. Friable ACMs are those which, when dry, may be crumbled or reduced to powder by hand pressure. Friable ACMs pose the greatest threat to human health because of the tendency to release harmful asbestos fibers into the air when disturbed.

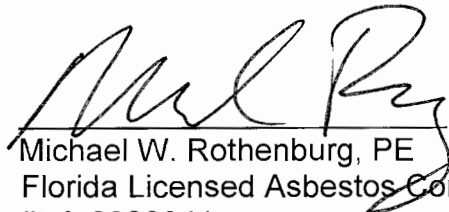
If this material is to be impacted it must be properly removed by a Florida Licensed Asbestos Abatement Contractor prior to upcoming renovation activities. Proper notification must be provided to the local regulatory agency. This material can remain in place during renovation activities provided that it is not disturbed.

If you have any questions or if we can be of any further service, please do not hesitate to call us at (727) 896-1266.

Sincerely,
GREENFIELD ENVIRONMENTAL, INC.



Nicholas Barron
Project Manager
AHERA Inspector #52215285



Michael W. Rothenburg, PE
Florida Licensed Asbestos Consultant
#EA-0000041

**SUSPECT ASBESTOS CONTAINING MATERIALS SAMPLED
TIDEVIEW 4 LIFT STATION
1355 41ST AVENUE EAST
ELLONTON, FLORIDA**

Homo. Area	Sample Number	Description/ Location	Asbestos Content	Friability	Condition	Approx. Quantity
1	01 02 03	White Insulation Located Under the Metal Jacket at the Generator Vent Pipe	No Asbestos Detected	Friable	Good	-----
2	04 05 06	Tan Pipe Gasket Material Located at the Two (2) Vent Generator Pipe Connections	60% Chrysotile Asbestos	Friable	Good	2 Square Feet
3	07 08 09	Gray Caulking Located at the Interior Generator Vent Pipe Penetration Seam	No Asbestos Detected	Non-Friable	Good	-----
4	10 11 12	Gray Caulking Located at the Metal Jacket Seams on the Generator Vent Pipe	No Asbestos Detected	Non-Friable	Good	-----
5	13 14 15	White Caulking Located at the Exterior Generator Vent Pipe Penetration Seam	No Asbestos Detected	Non-Friable	Good	-----
6	16 17 18	Stucco Located at the Exterior Walls	No Asbestos Detected	Friable	Good	-----

Note - Quantity is provided for convenience and should not be used for bidding purposes.

LABORATORY ANALYTICAL RESULTS



Air Quality Environmental, Inc.

Laboratory Services

9325 Seminole Boulevard, Seminole, Florida 33772 (727) 398-0900 FAX (727) 398-0996

Client Name: Greenfield Environmental
432 3rd Street North
St. Petersburg, Florida 33701

Project Name: Cardno #1071-5931
1355 41st Ave East, Ellenton, FL
Date Analyzed: November 10, 2015

Asbestos, Bulk Sample Analysis

Test Method: PLM / DS - EPA Method - 600/R-93/116 - EPA 600/M4-82-020

Lab #	Client #	Sample Type	Description	% Asbestos	% Other Fibers	% Binders
292440	1	Insulation	white	NAD	5% Cellulose	95% Binders
292441	2	Insulation	white	NAD	5% Cellulose	95% Binders
292442	3	Insulation	white	NAD	5% Cellulose	95% Binders
292443	4	Building Material	tan	60% Chrysotile		40% Binders
292444	5	Building Material	Not Analyzed, First Positive Stop Protocol			
292445	6	Building Material	Not Analyzed, First Positive Stop Protocol			
292446	7	Caulk	gray	NAD		100% Binders
292447	8	Caulk	gray	NAD		100% Binders
292448	9	Caulk	gray	NAD		100% Binders
292449	10	Caulk	gray	NAD		100% Binders
292450	11	Caulk	gray	NAD		100% Binders
292451	12	Caulk	tan	NAD		100% Binders
292452	13	Caulk	gray	NAD		100% Binders
292453	14	Caulk	gray / white	NAD		100% Binders
292454	15	Caulk	white	NAD		100% Binders
292455	16	Stucco	white / gray	NAD		100% Quartz and Binders
292456	17	Stucco	white / gray	NAD		100% Quartz and Binders
292457	18	Stucco	white / gray	NAD		100% Quartz and Binders

†These samples were analyzed by layers. Specific layer or component asbestos content is indicated when relevant. The EPA considers a material to be asbestos containing only if it contains more than 1% asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials which are friable or may become friable, be further analyzed by point counting when the results indicate less than 10% asbestos by CVAE. Air Quality Environmental utilizes CVAE on a routine basis and does not include point counting unless specifically requested. Additionally, these results may not be reproduced except in full. This report data is to be interpreted only by the person (s) whom have collected the samples. Furthermore, this report may not be used as a claim to product certification, approval or endorsement by NVLAP, NIST or any other agency of the Federal Government.

‡Floor Tile and other resins bound materials, when analyzed by EPA method, may yield false negative results because of limitations in separating closely bound fibers and in detecting fibers of small length and diameter. When a definitive result is required, AQE recommends utilizing alternative methods of identification, including Transmission Electron Microscopy.

Analyzed by:

Leanne Giles
Microscopist

CERTIFICATIONS

Asbestos Online Training, LLC

13987 94th Avenue N Seminole, FL 33776

727-593-3067

Asbestos Survey & Mechanical (AHERA Building
Inspector) Refresher Training

This is to certify that

Nicholas E. Barron

Training was in accordance with Title II of TSCA, 40 CFR
Part 763. Appendix C to Subpart E as revised

Date of Course Examination 5/22/2015

Date of Course Completion 5/22/2015

Expiration Date 5/22/2016

Certificate # 52215285

Course # FL-490006359 Provider # FL-490005406



INSTRUCTOR

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

MANATEE COUNTY (AS OWNER)

and

_____ (AS CONTRACTOR)

Agreement #: 17-0511CB

**CONSTRUCTION AGREEMENT FOR
STIPULATED SUM
IFB 17-0511 MLS Tideview 4 Emergency Generator Replacement**

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 MLS Tideview 4 Emergency Generator Replacement the aforementioned improvements being hereinafter referred to and defined as the "Project"; and

WHEREAS, in response to Owner's Invitation for Bid No. 17-0511CB (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:

Portion of Work

Substantial Completion Date

subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$1,074.00 per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the 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:

Manatee County Public Works
Attention: William Lorenzo, P.E.
1022 26th Avenue East
Bradenton, FL 34208
Email: william.lorenzo@mymanatee.org

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: Melissa Wendel, CPPO

Title: Purchasing Official

Date: _____

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

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**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, hereinafter referred to as "liens"; 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 constructed 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 the Contract Documents, 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 the Contract Documents.

A. No Interest in Business Activity. By accepting award of this Contract, 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 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

1. MLS Tideview 4 (RTU #533) Emergency Generator Replacement- Dated 11-9-16

Exhibit B
Title(s) of Specifications

1. Contract Documents for MLS Tideview 4 (RTU #533) Emergency Generator Replacement- Dated November 9, 2016

Exhibit C
Affidavit of No Conflict

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared,

_____, a principal with full authority to bind

_____ hereinafter the "Contractor ", who

being first duly sworn, deposes and says:

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

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

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

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement for

Signature

SUBSCRIBED to and sworn before me this _____ day of _____, 2017.

Notary Public

My commission expires: _____

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

Exhibit D
Contractor's Certificate(s) of Insurance

Exhibit E
Contractor's Payment and Performance Bond
Bid #17-0511 MLS Tideview 4 Emergency Generator Replacement

APPLICATION FOR PAYMENT

Project: _____
 From: _____ To: _____

Request No.: _____ Project No.: _____
 Purchase Order No.: _____
 County Bid No.: _____
 Consultant: _____

CONTRACT PAYMENT SUMMARY

Original Contract Amount:				\$	-
Change Order(s):				\$	-
Change order summary:					
Number	Date Approved	Additive	Deductive		
SUBTOTALS:		\$	-	\$	-
Net change order subtotal (Additive less Deductive):				\$	-
Current Contract Amount (CCA): (Original Amount + Change Order(s))				\$	-
	Previous Status	Total WIP			
Value of the Work in Place (WIP)	\$	-	\$	-	
Value of Stored Materials	\$	-	\$	-	
Total Earned (\$ and % of CCA)	\$	-	\$	-	
Retainage (\$ and % of CCA)	\$	-	\$	-	
Net Earned (Total earned minus retainage)				\$	-
TOTAL PREVIOUS PAYMENTS				\$	-
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)				\$	-

CONTRACTOR'S AFFIDAVIT OF NOTICE

CERTIFICATE: The undersigned CONTRACTOR certifies that all items and amounts shown on this Application for Payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the Amount Due this Payment shown is now due.

NOTARY:**CONTRACTOR:**

State of Florida, County of _____

 Name of person authorized to sign Affidavit of Notice

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

 TITLE

 (Name of person giving notice)

 Contractor name, address and telephone no.:

 (Signature of Notary Public - State of Florida)

Print, Type or Stamp Commissioned Name of

Notary Public:

Personally Known _____ or Produced Identification _____

Type of Identification Produced: _____

VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS

(Signatures)

(Date)

Quantities verified by: _____

Consultant/Engineer: _____

Project Management: _____

Department Head: _____

Payment approved by the
 Board of County Commissioners: _____

Attested to by the Clerk of Circuit Court: _____

**FINAL RECONCILIATION, WARRANTY PERIOD DECLARATION
AND CONTRACTOR'S AFFIDAVIT**

Project Title:	Date Submitted:
Contractor Data: Name:	Project No:
Address:	Warranty (months):
City/State/Zip:	

This Final Reconciliation is for the work performed for Manatee County by the above named contractor, hereinafter called CONTRACTOR, pursuant to the contract dated _____ as amended, and acts as an addendum thereto.

It is agreed that all quantities and prices in the attached Final Pay Estimate No. _____ are correct and that the amount of \$ _____ including retainage is due to the CONTRACTOR, that no claims are outstanding as between the parties, and that the above stated sum represents the entirety of monies owed the CONTRACTOR.

It is further agreed that the warranty period for CONTRACTOR'S work pursuant to the Contract is from _____ to _____

As (title) _____ for CONTRACTOR, I have authority to bind said CONTRACTOR, and as such make this final reconciliation, declaration and affidavit for the purpose of inducing Manatee County to make final payment to CONTRACTOR for work done at/upon _____ under said contract:

CONTRACTOR has paid all social security and withholding taxes accrued in connection with the construction project.

CONTRACTOR has paid all workers' compensation and other insurance premiums incurred in connection with this construction project.

CONTRACTOR has paid for all required permits in connection with this construction project.

All laborers, material, men, suppliers, subcontractors and service professionals who worked for and/or supplied materials, equipment and/or services to the CONTRACTOR under this construction contract have been paid in full.

(Affiant Signature)

NOTARY:

State of Florida, County of _____, Sworn to (or affirmed) and subscribed before me this _____ day of _____, _____, by _____ (person giving notice).

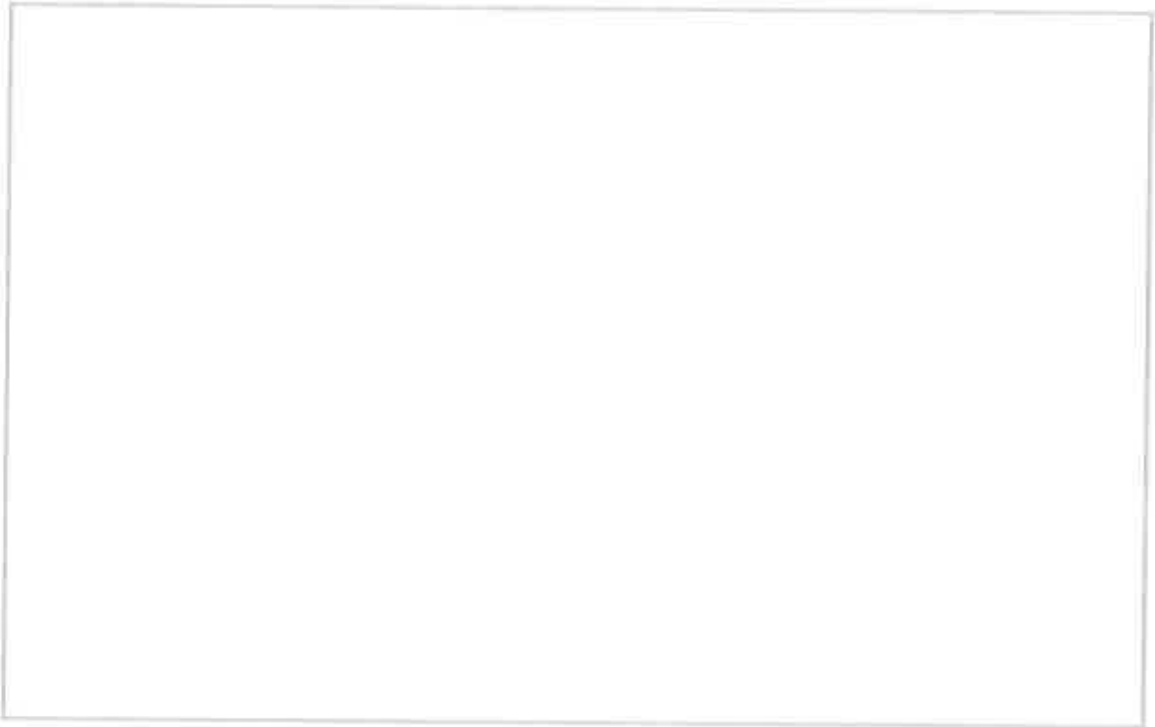
Signature of Notary Public - State of Florida: _____

Print, Type or Stamp Commissioned Name of Notary Public: _____

Personally Known ☐ or Produced Identification ☐

Type of Identification Produced _____

CONTRACT CHANGE ORDER (For Adjustment Amounts Less Than \$1,000,000.) PROJECT:		Change Order No.: Contract Amount: (Present Value) Project Number: 	
NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
1	BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.		
		TOTAL DECREASE:	TOTAL INCREASE:
Contractor: _____ Address: _____ City / State: _____ Contractor Signature: _____ Date _____		THE NET CHANGE OF ADJUSTS THE CURRENT CONTRACT AMOUNT FROM _____ TO _____ _____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE WHICH CHANGES THE FINAL COMPLETION DATE TO MONTH, DAY, YEAR.	
RECOMMENDATION, CONCURRENCES AND APPROVALS			
SIGNATURES		DATE	
Consultant / Engineer		_____	
Project Manager:		_____	
Division Manager:		_____	
Manatee County Purchasing		_____	
Jeff Streitmatter III, P.E., Project Management Division Manager		_____	
Melissa M. Wendel, CPPO, Purchasing Official Authority to execute this contract per Manatee County Code, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/2009		_____	

JUSTIFICATION FOR CHANGE**Change Order No :****Project Number:****1. NECESSITY FOR CHANGE:****2. Is change an alternate bid? (If yes, explain)****3. Does change substantially alter the physical size of the project? (If yes, explain)****4 Effect of this change on other "Prime" contractors?****5 Has the Surety and insurance company been notified, if applicable? CONTRACTOR RESPONSIBILITY**

