



INVITATION FOR BID
IFB #12-0269-DS
2012 Emergency Generators-Group B

LIFT STATION NAME	Project Number	RTU #	LOCATION
River Wilderness 1	402-0019707-5001349	529	3441 Brookridge Lane
Tara 2	402-5124182	497	6901 Stone River Road
Tara 6	402-5124180	613	7406 Tara Preserve Lane
Garden Lakes	402-5124680	475	5407 37 th St. E.
Tara 7	402-0019707-5001344	616	6507 Tailfeather Way
Tara 8	402.0019707 5001347	617	6803 Tailfeather Way

Manatee County, a political subdivision of the State of Florida, (hereinafter the "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 insure that all prospective bidders have sufficient information and understanding of the County's needs, an Information Conference will be held on **February 17, 2012 @ 2:00 PM** at the **Manatee County Public Works Department, Project Management Division, (Conference Room A) located at 1022 26th Avenue East, Bradenton, FL 34208.** Attendance is not mandatory, but is highly encouraged.

Article B. 05, page 00020-2; Inspection of Site – All potential Contractors, it is mandatory that a site visit be performed at each location to familiarize yourselves with the full scope of the construction site. All potential contractors are to acknowledge in Section 00300, Bid Form page 00300-1

Site Inspections: **A site inspection is a requirement to submit a Bid.**

- 1). **A primary guided inspection of the project sites will begin promptly at (9:00 AM) on February 21, 2012 at the Lift Station (Garden Lakes), (RTU475), located at: 5407 37th St. E Bradenton Florida.**

DEADLINE FOR CLARIFICATION REQUESTS: March 7, 2012 at 3:00 PM
 (Reference Bid Article A.06)

TIME AND DATE DUE: **March 21, 2012 at 2:00 pm**
 Manatee County Purchasing, 1112 Manatee Avenue West, Bradenton, FL 34205

Important Note: Lobbying is prohibited (reference Bid Article A.08)

FOR INFORMATION CONTACT:

Donna M. Stevens (941) 749-3045 donna.stevens@mymanatee.org

AUTHORIZED FOR RELEASE: 

Table of Contents

00010 Information to Bidders.....	00010-2-11
00020 Basis of Award.....	00020-1-2
00030 Terms and Conditions.....	00030-1-9
00100 Bid Summary	00100-1-4
00150 Manatee County Local Preference	00150-1-4
00300 Bid Form	00300-1-13
00430 Contractor's Questionnaire	00430-1-4
00491 Certification Form	00491-1-2
00500 Form of Agreement.....	00500-1-4
00700 General Conditions	00700-1-21
Plan Set.....	9 pages
Contract Documents	169 pages

SECTION 00010
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

These bids will be **publicly opened** at **Manatee County Purchasing, 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 be present.

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 Purchasing Division for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the respondent's request and expense.

A.02 SEALED & MARKED

One original and two copies of your **signed bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #12-0269-DS, 2012 Emergency Generators-Group B"** with your company name.

Address package to: Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.03 SECURING OF DOCUMENTS

Complete individual copies of the bidding documents for the project and/or products can be obtained free of charge at the Manatee County Public Works Department located at: 1022 26th Avenue East, Bradenton, FL 34208; or by calling 941-708-7450 extension 7327 or 7334. Documents may be obtained between the hours of 8:00 AM to 4:00 PM Monday through Friday with exception of holidays. Complete set of the bidding document must be used in preparing bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bidding document.

A.04 BID DOCUMENTS

Bids on <http://www.mymanatee.org>, Bid documents and the Notices of Source Selection related to those Bids are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the Owner's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids. A link to that service, <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven (7) calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID .

A.05 MODIFICATION OF BID SPECIFICATIONS

If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid the Owner in evaluating the request to modify the specifications. The Owner is not obligated to make any changes to the bid specifications. Unless an addendum is issued, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.06 DEADLINE FOR CLARIFICATION REQUESTS

March 7, 2012 at 3:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

A.07 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation For Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Bid, the County will broadcast the addenda on the Demand Star distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button and then clicking on the "Bids" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.08 LOBBYING

After the issuance of any Invitation For Bid, prospective bidders, or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation For Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation For Bid. This prohibition begins with the issuance of any Invitation For Bid, and ends upon execution of the final Contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by the Purchasing Division, in writing.

A.09 UNBALANCED BIDDING PROHIBITED

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

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.
2. 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.
3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event the 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 the bid. The County reserves the right to reject as non-responsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.10 FRONT END LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities that 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 end loaded. Front end loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized bidder.

In the event the County determines that a bid is presumed to be front end 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. The County reserves the right to reject as non-responsive any presumptive front end loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front end loaded costs.

A.11 WITHDRAWAL OF OFFERS

Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that vendor. b) After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if the mistake is clearly evident on the solicitation document or the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time 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 specifications until one or more of the bids have been duly accepted by the County.

A.13 BID EXPENSES

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

A.14 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities and to request resubmission. Also, the 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 the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. 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** conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation For Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the 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 the 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 any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws as amended. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a Contract may protest to the Board of County Commissioners of Manatee County as required in Manatee County Code of Laws.

A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven (7) calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.16 COLLUSION

By offering a submission to this Invitation For Bid, the bidder certifies that he has not divulged, discussed or compared their bid with 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 Contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting 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 or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for work or for goods or services for Manatee County. The Owner anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.18 BID FORMS

Bids must be submitted on attached County 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 offer and bind the company. Bidders must fully comply with all bid specifications, terms and conditions.** Failure to comply shall result in Contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.19 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids 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.

A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

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

A.21 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices as shown on the bid form shall be the price used in determining award.

A.22 TAXES

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

A.23 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, 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.24 AMERICANS WITH DISABILITIES ACT

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

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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, Manatee County hereby notifies all prospective offerors 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 an award of contract.

A.26 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE 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.27 MATHEMATICAL ERRORS

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. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.28 DISCLOSURE

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

Bids become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1) (b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provide notice of its intended decision or, or 30 days after the opening of the new offers.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer.. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, tabulation shall be posted on www.myanatee.org.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR SPECIFICATIONS, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

END OF SECTION A

SECTION 00020
BASIS OF AWARD

B.01 BASIS OF AWARD

Award shall be to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for **Bid "A"**, or the lowest Total Bid Price for **Bid "B"**, for the requirements listed on the Bid Form for the Work as set forth in this Invitation For Bid. 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 Contract Documents to the County's satisfaction within the prescribed time.

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

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

Whenever two (2) or more bids are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two (2) or more bids which are equal with respect to price, quality and service are received, and both bids and neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

B.02 SUBCONTRACTORS

Subcontractors shall be bound by the terms and conditions of this Contract insofar as it applies to their Work, but this shall not relieve the prime Contractor from the full responsibility of the County for the proper completion of all Work to be executed under this Contract.

The employment of unauthorized aliens by any vendor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

B.03 QUALIFICATIONS OF BIDDERS

Each bidder must possess all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this bid; and, upon request, shall submit a true copy of all applicable licenses. **The bidding Contractor (company supplying the bid) shall be certified in Florida as either a Certified General Contractor or Underground Utility Contractor holding an active valid Florida license and have a minimum of one (1) years experience performing the same type of work.**

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five (5) days of County's request, written evidence such as financial data; previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of Bidder's qualification to do business in the state of Florida. Each bidder shall submit as a portion of their bid, a completed Contractor's Questionnaire included as Section 00430.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any Bidder deemed necessary by the County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by the County.

B.04 PREPARATION OF CONTRACT

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: Contract must be approved in accordance with the Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance and the Standard and Procedures approved by the County Administrator).

B.05 INSPECTION OF SITE

Inspection of the site is a requirement to be considered for award of this Contract. Prior to submitting a Bid Form, each bidder shall examine the site and all conditions thereon fully familiarizing themselves with the full scope of the project. Failure to become familiar with 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 plans and specifications. Site visit (s) shall be acknowledged in Section 00300, Bid Form page # 00300-2.

Site Inspection:

A primary guided inspection of the project sites will begin promptly at (9:00 AM) on February 21, 2012 at the Lift Station (Garden Lakes), (RTU475), located at: 5407 37th St. E Bradenton Florida.

END OF SECTION B

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be in the form of the agreement stated in this bid.

C.02 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

C.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered based on **Bid "A" 260 calendar days** and **Bid "B" based on 200 calendar days**. The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **five hundred sixty-six dollars (\$566.00)** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

C.05 PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of Work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a standard pay application form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor, twenty (20) business days if County is its own Engineer of Record (EOR) or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for the County.

In accordance with the Prompt Payment Act, Section 218.735 (7), Florida Statutes, a punch list shall be formulated.

Time allowed for development of punch list:

1. Awarded Contracts with an estimated cost of less than \$10 million will be within thirty (30) calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.
2. Awarded Contracts with a cost of \$10 million dollars or more will be within thirty (30) calendar days OR if extended by Contract: up to sixty (60) calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.

The final Contract completion date must be at least thirty (30) days after delivery of the list of items. If the list is not provided to the awarded Contractor by the agreed upon date, the Contract completion time must be extended by the number of days the County exceeds the delivery date.

It is the Contractor's responsibility for care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all Work covered by the Periodical Pay Estimate.

Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The Contractor agrees to furnish an affidavit stating that all laborers, material men, and subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the Contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract Documents.

When final acceptance has been made by the County, the County will make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made. The Contract will be considered complete when all work has been finished, the final inspection made, approved as-builts received, and the project finally accepted in writing by the County. The Contractor's responsibility shall then terminate except as otherwise stated.

C.06 RETAINAGE

A **retainage** of 2.5% of the total Contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total Contract amount plus such amount as the County may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work. Upon final acceptance, the remaining retainage shall be included in the final payment.

C.07 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the Contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the Contractor is warranted and guaranteed by the Contractor to be such as to meet the required standards and to accomplish the purposes and functions required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein.

The County shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the Contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the Contractor, and do not constitute exclusive remedies of the County against the Contractor.

C.08 ROYALTIES AND PATENTS

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

C.09 AUTHORIZED PRODUCT REPRESENTATION

The Contractor, 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 the County's sole discretion, be deemed a breach of Contract, and shall constitute grounds for the County's immediate termination of the Contract.

C.10 REGULATIONS

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

C.11 CANCELLATION

Any failure of the Contractor to furnish or perform the Work (including, but not limited to commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the Contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the Contractor persistently fails to perform the Work in accordance with the Contract, the County reserves the right to terminate the Contract and select the next qualified bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this Contract with or without cause.

C.12 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting Agreement, Contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

C.13 MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each.

C.14 INSURANCE

The Contractor will not commence work under a Contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The Contractor shall obtain, and submit to purchasing within ten (10) calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

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

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

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

c. Business Auto Policy

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	<u>\$ 300,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

d. County's Protective Liability Coverage

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

- e. Property Insurance
If this Contract includes construction of or additions to above ground buildings or structures, Contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- f. Installation Floater
If this Contract does not include construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, Contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- g. Certificates of Insurance and Copies of Policies
Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e., and f., shall be filed with the Purchasing Official 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, project title and location of project. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this Contract.

ADDITIONAL INSURED:

Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all policies.

If the initial insurance expires prior to the completion of operations and/or services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the County or to any workers, suppliers, materialmen or employees in relation to this Contract.

h. Certification Requirements – 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 Commissioners
P.O. Box 1000
Bradenton, FL 34206-1000
2. Certificate shall be mailed to:
Manatee County Purchasing
1112 Manatee Avenue West, 8th Floor
Bradenton, FL 34205
Attn: Donna M. Stevens

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation For Bid, the Bidder agrees should the Bidder's bid be accepted, **to execute the form of Contract and present the same to Manatee County for approval within ten (10) days after being notified of the awarding of the Contract.** The Bidder further agrees that failure to execute and deliver said form of Contract **within ten (10) 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 a Contract, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a Contract with a Bidder, or if the County rejects any and/or all bids, accompanying bond will be promptly returned.

C.16 PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall furnish surety bonds as security for faithful performance of the Contract awarded as a result of this bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. Surety of such bonds shall be in an amount equal to the bid award (100% each) and from a duly authorized and nationally recognized surety company, authorized to do business in Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds a certificate and effective dated copy of power-of-attorney. (Reference Florida Statute 255.05)

C.16 PERFORMANCE AND PAYMENT BONDS (Continued)

Furnishing the performance and payment bonds shall be requisite to execution of a Contract with the County. Said performance and payment bonds will remain in force for the duration of the Contract with the premiums paid by the Contractor. Failure of successful Bidder to execute such Contract and to supply the required bonds shall be just cause for annulment of the award. The County may then contract with another acceptable bidder or re-advertise this Invitation For Bid. If another bidder is accepted, and notice given within 90 days after the opening of bids, this acceptance shall bind the bidder as though they were originally the successful Bidder.

Failure of the County at any time, to require performance by the Contractor of any provisions set out in the Contract will in no way affect the right of the County, thereafter, to enforce the provisions. **Bonds are to remain in effect for one (1) year after final payment becomes due.**

C.17 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided; however, that this provision shall not preclude recovery or damages by the Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

C.18 NO INTEREST

Any monies not paid by the County when claimed to be due to the Contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

C.19 CONSTRUCTION OF CONTRACT

This Contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

C.20 BE GREEN

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

END OF SECTION C

**SECTION 00100
BID SUMMARY**

D.01 THE WORK

The Work included in this Contract consists of the purchase and installation of two (2) diesel and four (4) natural gas emergency generator sets at selected lift stations in order to maintain continuous operation in the event that the primary power source is not available. The Contractor is responsible for providing at his own expense, what is necessary to obtain all permits required for the Work. The Contractor is not responsible for installing natural gas service lines and setting up gas service meters. The Contractor is responsible for installing a gas line from the installed natural gas emergency generators and connecting to the existing gas meters/ball valves installed by TECO. The Contractor is responsible for providing record drawings to the County.

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, the current Manatee County Public Works Utility Standards, and as shown on the Contract Drawings and as shown on the Contract Drawings.

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. The Contractor shall leave the fuel tanks full after all testing is complete.

The Contractor shall be responsible for all permitting including all structural, electrical or other drawings needed for him to obtain required permits. The Contractor shall furnish and install all materials, equipment and labor which are reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the County for each bid item from any of the Bidders; and the Bidder shall respond within five days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

If apparent successful Bidder declines to make any such substitution, County may award the Contract to the next lowest qualified Bidder that proposes to use acceptable subcontractors, suppliers, and other persons who County does not make written objection to Contractor shall not be required to employ any subcontractor, supplier, other person or organization who Contractor has reasonable objection to.

SECTION 00100
BID SUMMARY

Subcontractors shall be bound by the terms and conditions of this Contract insofar as it applies to their Work, but this shall not relieve the prime Contractor from the full responsibility to the County for the proper completion of all Work to be executed under this Contract.

D.03 BIDS

Bids are to be submitted in **triplicate, one original and two copies**, upon the County supplied forms. All blank spaces 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 mentioned therein. 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 bid requirements.

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.

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid to (a) examine the Bid Documents thoroughly; (b) visit the site 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 Bid Documents; and (e) notify County of all conflicts, errors, or discrepancies in the Bid Document.

The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. 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 site 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 Contract Documents. County will provide each Bidder access to the site to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the site 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 Contractor in performing the Work are identified in the Contract Documents.

SECTION 00100
BID SUMMARY

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE (Cont'd)

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

D.05 MATERIALS AND WORKMANSHIP

All materials and apparatus required for this Work, except as specifically specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Construction shall be prescribed by good industry practice and in accordance with manufacturer's recommendations for the type being installed.

Use skilled workman trained and experienced in the necessary trades and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.

D.06 REGULATIONS AND MATERIAL DISPOSAL

It shall be the responsibility of the Contractor to assure compliance with any OSHA, EPA, federal, state, and/or local rules, regulations or other requirements as each may apply.

D.07 PROJECT CLOSE-OUT

Clean construction site and remove any and all excess materials. Correct any damages to property that may have occurred as a result of installation and/or delivery. Repair and patch all surfaces cut for installation. The Contractor shall remedy any deficiencies promptly should the County determine any work is incomplete or defective.

When the County determines the Work is acceptable in accordance with this Invitation for Bid, the Contractor shall provide the close out submittals, including but not necessarily limited to the following:

- | | | |
|-------|-----------------------------------|-------------------|
| 1 set | Certificate of Warranties | |
| 1 set | Manufacturer's product literature | (when applicable) |
| 1 set | Project Record Drawings | |
| 1 set | Subcontractor Information | (when applicable) |

**SECTION 00100
BID SUMMARY**

D.08 DISCRETIONARY WORK

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

D.09 PROGRESS REQUIREMENTS

Bidders shall take notice of progress requirements detailed in the Contract Documents, Section 01010, Summary of Work, Article 1.03; Work Sequence, Page 16/169.

END OF SECTION D

SECTION 00150
MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

E.01 Vendor Registration

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

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

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

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

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

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

Quick steps to registration: **www.mymanatee.org**

A link to "Purchasing" is listed under "Quick Links" on page one of the County web site.

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

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

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

E.02 Section 2-26-6. Local preference, tie bids, local business defined.

- (a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the Contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two (2) or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the Contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the County in the manner prescribed by the County to facilitate the County's ability to track the award of Contracts to local businesses and to allow the County to provide future notifications to its local businesses concerning other bidding opportunities.
- (b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any Invitation For Bids when the bidder's location materially affects the provisions of the services or supplies that are required by the Invitation.
- (c) **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 (1) full-time employees at that location.**
- (d) **Each solicitation for bids made by the County shall contain terms expressly describing the local business preference policies of the County, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.**
- (e) For all Contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the County shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory Contract, preference shall be given to a local business where all other relevant factors are equal.
- (f) Local preference shall not apply to the following categories of Contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" Contract;
 2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
 3. Purchases or Contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
 4. Purchases or Contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
 5. 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.
- (g) To qualify for local preference under this section, **a local business must certify to the County that it:**
1. Has not within the five (5) years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
 2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
 3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

END OF SECTION E

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

A. Authorized Representative

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

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

Business Phone Number: _____

Email Address: _____

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

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

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

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

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

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2012, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

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

Submit executed copy to Manatee County Purchasing - Suite 803 - 1112 Manatee Avenue West - Bradenton, FL 34205

BID FORM
SECTION 00300
(SUBMIT IN TRIPLICATE)

For: 2012 Emergency Generators-Group B

TOTAL BID PRICE: _____
BID "A" Based on a Completion Time of 260 calendar days
TOTAL BID PRICE: _____
BID "B" Based on a Completion Time of 200 calendar days

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

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term, and condition contained in the Invitation for Bids.

We understand that the bid technical specifications, terms, and conditions in their entirety shall be made a part of any agreement or Contract between Manatee County and the successful bidder. Failure to comply shall result in Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Person's Name: _____

Address: _____ Phone: _____

Date: _____ FL Contractor License# _____

License in the Name of: _____

Bidder is a WBE/MBE Vendor? _____ Certification _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s) _____

CO. MAILING ADDRESS: _____

STATE OF INCORPORATION _____ (if applicable)

TELEPHONE: (____) _____ FAX: (____) _____

Email address: _____

I, _____ on _____ attest that I have visited the (name)
 _____ (date)

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: _____

BID FORM **SECTION 00300** **SUBMIT IN TRIPLICATE**

IFB# 12-0269-DS

PROJECT NAME: 2012 Emergency Generators (Group B)
PROJECT NUMBER: 402.0019707-5001349
SECTION / TWSHP / RANGE: 06/35S/19E
PROJECT DESCRIPTION: Install emergency generator (RTU 529 , River Wilderness 1)
PROJECT SITE DIMENSIONS: Within LS site

BID "A" 260 Calendar Days Completion Time					
ITEM NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Generator - Diesel w/enclosure	EA	1	\$	\$
2	Fuel Tank	EA	1	\$	\$
3	Transfer Switch	EA	1	\$	\$
4	Concrete Slab & Site Work incl. restoration	LS	1	\$	\$
5	<i>Left intentionally blank</i>				
	SubTotal Construction Cost				\$
6	Mobilization				\$
7	Miscellaneous Work & Clean Up				\$
8	Discretionary Work				\$ 2,850.00
	BID "A" 260 CALENDAR DAYS TOTAL FOR LOCATION				\$

BIDDER:

AUTHORIZED SIGNATURE:

IFB#12-0269-DS

PROJECT NAME: 2012 Emergency Generators (Group B)
PROJECT NUMBER: 402.0019707-5001349
SECTION / TWSHP / RANGE: 06/35S/19E
PROJECT DESCRIPTION: Install emergency generator (RTU 529 , River Wilderness 1)
PROJECT SITE DIMENSIONS: Within LS site

BID "B" 200 Calendar Days Completion Time					
ITEM NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Generator - Diesel w/enclosure	EA	1	\$	\$
2	Fuel Tank	EA	1	\$	\$
3	Transfer Switch	EA	1	\$	\$
4	Concrete Slab & Site Work incl. restoration	LS	1	\$	\$
5	<i>Left intentionally blank</i>				
	SubTotal Construction Cost				\$
6	Mobilization				\$
7	Miscellaneous Work & Clean Up				\$
8	Discretionary Work				\$ 2,850.00
	BID "B" 200 CALENDAR DAYS TOTAL FOR LOCATION				\$

BIDDER:

AUTHORIZED SIGNATURE:

BID FORM **SECTION 00300** **SUBMIT IN TRIPLICATE**

IFB# 12-0269-DS

PROJECT NAME: 2012 Emergency Generators (Group B)
PROJECT NUMBER: 402.5124182
SECTION / TOWNSHIP / RANGE: 14/35S/18
PROJECT DESCRIPTION: Install emergency generator (RTU 497, Tara 2)
PROJECT SITE DIMENSIONS: Within LS site

BID "A" 260 Calendar Days Completion Time					
ITEM NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Generator - Diesel w/enclosure	EA	1	\$	\$
2	<i>Left intentionally blank</i>				
3	Transfer Switch	EA	1	\$	\$
4	Concrete Slab & Site Work incl. restoration	LS	1	\$	\$
5	<i>Left intentionally blank</i>				
	SubTotal Construction Cost				\$
6	Mobilization				\$
7	Miscellaneous Work & Clean Up				\$
8	Discretionary Work				\$ 2,450.00
	BID "A" 260 CALENDAR DAYS TOTAL FOR LOCATION				\$

BIDDER:

AUTHORIZED SIGNATURE:

BID FORM **SECTION 00300** **SUBMIT IN TRIPLICATE**

IFB# 12-0269-DS

PROJECT NAME: 2012 Emergency Generators (Group B)
PROJECT NUMBER: 402.5124182
SECTION / TWNShP / RANGE: 14/35S/18
PROJECT DESCRIPTION: Install emergency generator (RTU 497, Tara 2)
PROJECT SITE DIMENSIONS: Within LS site

BID "B" 200 Calendar Days Completion Time					
ITEM NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Generator - Diesel w/enclosure	EA	1	\$	\$
2	<i>Left intentionally blank</i>				
3	Transfer Switch	EA	1	\$	\$
4	Concrete Slab & Site Work incl. restoration	LS	1	\$	\$
5	<i>Left intentionally blank</i>				
	SubTotal Construction Cost				\$
6	Mobilization				\$
7	Miscellaneous Work & Clean Up				\$
8	Discretionary Work				\$ 2,450.00
	BID "B" 200 CALENDAR DAYS TOTAL FOR LOCATION				\$

BIDDER:

AUTHORIZED SIGNATURE:

IFB# 12-0269-DS

PROJECT NAME:	2012 Emergency Generators (Group B)
PROJECT NUMBER:	402.5124680
SECTION / TWSHP / RANGE:	17/35S/18E
PROJECT DESCRIPTION:	Install emergency generator (RTU 475, Garden Lakes)
PROJECT SITE DIMENSIONS:	Within LS site

BID "A" 260 Calendar Days Completion Time					
ITEM NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Generator - Diesel w/enclosure	EA	1	\$	\$
2	Fuel Tank	EA	1	\$	\$
3	Transfer Switch	EA	1	\$	\$
4	Concrete Slab & Site Work incl. restoration	LS	1	\$	\$
5	<i>Left intentionally blank</i>				
	SubTotal Construction Cost				\$
6	Mobilization				\$
7	Miscellaneous Work & Clean Up				\$
8	Discretionary Work				\$ 4,000.00
	BID "A" 260 CALENDAR DAYS TOTAL FOR LOCATION				\$

BIDDER:

AUTHORIZED SIGNATURE:

BID FORM **SECTION 00300** **SUBMIT IN TRIPLICATE**

IFB# 12-0269-DS

PROJECT NAME: 2012 Emergency Generators (Group B)
PROJECT NUMBER: 402.5124680
SECTION / TOWNSHIP / RANGE: 17/35S/18E
PROJECT DESCRIPTION: Install emergency generator (RTU 475, Garden Lakes)
PROJECT SITE DIMENSIONS: Within LS site

BID "B" 200 Calendar Days Completion Time					
ITEM NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Generator - Diesel w/enclosure	EA	1	\$	\$
2	Fuel Tank	EA	1	\$	\$
3	Transfer Switch	EA	1	\$	\$
4	Concrete Slab & Site Work incl. restoration	LS	1	\$	\$
5	<i>Left intentionally blank</i>				
	SubTotal Construction Cost				\$
6	Mobilization				\$
7	Miscellaneous Work & Clean Up				\$
8	Discretionary Work				\$ 4,000.00
	BID "B" 200 CALENDAR DAYS TOTAL FOR LOCATION				\$

BIDDER:

AUTHORIZED SIGNATURE:

BID FORM **SECTION 00300** **SUBMIT IN TRIPLICATE**

IFB# 12-0269-DS

PROJECT NAME: 2012 Emergency Generators (Group B)
PROJECT NUMBER: 402.5124180
SECTION / TWSHP / RANGE: 13/35S/18E
PROJECT DESCRIPTION: Install emergency generator (RTU 613, Tara 6)
PROJECT SITE DIMENSIONS: Prop. Easmt

BID "A" 260 Calendar Days Completion Time					
ITEM NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Generator Diesel w/enclosure	EA	1	\$	\$
2	<i>Left intentionally blank</i>				
3	Transfer Switch	EA	1	\$	\$
4	Concrete Slab & Site Work incl. restoration	LS	1	\$	\$
5	<i>Left intentionally blank</i>				
	SubTotal Construction Cost				\$
6	Mobilization				\$
7	Miscellaneous Work & Clean Up				\$
8	Discretionary Work				\$ 2,450.00
	BID "A" 260 CALENDAR DAYS TOTAL FOR LOCATION				\$

BIDDER:

AUTHORIZED SIGNATURE:

BID FORM **SECTION 00300** **SUBMIT IN TRIPLICATE**

IFB# 12-0269-DS

PROJECT NAME: 2012 Emergency Generators (Group B)
PROJECT NUMBER: 402.5124180
SECTION / TOWNSHIP / RANGE: 13/35S/18E
PROJECT DESCRIPTION: Install emergency generator (RTU 613, Tara 6)
PROJECT SITE DIMENSIONS: Prop. Easmt

BID "B" 200 Calendar Days Completion Time					
ITEM NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Generator Diesel w/enclosure	EA	1	\$	\$
2	<i>Left intentionally blank</i>				
3	Transfer Switch	EA	1	\$	\$
4	Concrete Slab & Site Work incl. restoration	LS	1	\$	\$
5	<i>Left intentionally blank</i>				
SubTotal Construction Cost					\$
6	Mobilization				\$
7	Miscellaneous Work & Clean Up				\$
8	Discretionary Work				\$ 2,450.00
BID "B" 200 CALENDAR DAYS TOTAL FOR LOCATION					\$

BIDDER:

AUTHORIZED SIGNATURE:

BID FORM **SECTION 00300** **SUBMIT IN TRIPLICATE**

IFB# 12-0269-DS

PROJECT NAME: 2012 Emergency Generators (Group B)
PROJECT NUMBER: 402.0019707-5001344
SECTION / TWSHP / RANGE: 24/35S/18E
PROJECT DESCRIPTION: Install emergency generator (RTU 616, Tara 7)
PROJECT SITE DIMENSIONS: Within LS site

BID "A" 260 Calendar Days Completion Time					
ITEM NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Generator - Natural Gas w/enclosure	EA	1	\$	\$
2	<i>Left intentionally blank</i>				
3	Transfer Switch	EA	1	\$	\$
4	Concrete Slab & Site Work incl. restoration	LS	1	\$	\$
5	Bollards	EA	4	\$	\$
	SubTotal Construction Cost				\$
6	Mobilization				\$
7	Miscellaneous Work & Clean Up				\$
8	Discretionary Work				\$ 2,780.00
	BID "A" 260 CALENDAR DAYS TOTAL FOR LOCATION				\$

BIDDER:

AUTHORIZED SIGNATURE:

BID FORM **SECTION 00300** **SUBMIT IN TRIPLICATE**

IFB# 12-0269-DS

PROJECT NAME: 2012 Emergency Generators (Group B)
PROJECT NUMBER: 402.0019707-5001344
SECTION / TWSHP / RANGE: 24/35S/18E
PROJECT DESCRIPTION: Install emergency generator (RTU 616, Tara 7)
PROJECT SITE DIMENSIONS: Within LS site

BID "B" 200 Calendar Days Completion Time					
ITEM NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Generator - Natural Gas w/enclosure	EA	1	\$	\$
2	<i>Left intentionally blank</i>				
3	Transfer Switch	EA	1	\$	\$
4	Concrete Slab & Site Work incl. restoration	LS	1	\$	\$
5	Bollards	EA	4	\$	\$
	SubTotal Construction Cost				\$
6	Mobilization				\$
7	Miscellaneous Work & Clean Up				\$
8	Discretionary Work				\$ 2,780.00
	BID "B" 200 CALENDAR DAYS TOTAL FOR LOCATION				\$

BIDDER:

AUTHORIZED SIGNATURE:

BID FORM **SECTION 00300** **SUBMIT IN TRIPLICATE**

IFB# 12-0269-DS

PROJECT NAME: 2012 Emergency Generators (Group B)
PROJECT NUMBER: 402.0019707-5001347
SECTION / TWSHP / RANGE: 24/35S/18E
PROJECT DESCRIPTION: Install emergency generator (RTU 617, Tara 8)
PROJECT SITE DIMENSIONS: Within LS site

BID "A" 260 Calendar Days Completion Time					
ITEM NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Generator - Natural Gas w/enclosure	EA	1	\$	\$
2	<i>Left intentionally blank</i>				
3	Transfer Switch	EA	1	\$	\$
4	Concrete Slab & Site Work incl. restoration	LS	1	\$	\$
5	Bollards	EA	4	\$	\$
	SubTotal Construction Cost				\$
6	Mobilization				\$
7	Miscellaneous Work & Clean Up				\$
8	Discretionary Work				\$ 2,530.00
	BID "A" 260 CALENDAR DAYS TOTAL FOR LOCATION				\$

BIDDER:

AUTHORIZED SIGNATURE:

BID FORM **SECTION 00300** **SUBMIT IN TRIPLICATE**

IFB# 12-0269-DS

PROJECT NAME: 2012 Emergency Generators (Group B)
PROJECT NUMBER: 402.0019707-5001347
SECTION / TWSHP / RANGE: 24/35S/18E
PROJECT DESCRIPTION: Install emergency generator (RTU 617, Tara 8)
PROJECT SITE DIMENSIONS: Within LS site

BID "B" 200 Calendar Days Completion Time					
ITEM NO.	DESCRIPTION	U/M	EST. QTY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Generator - Natural Gas w/enclosure	EA	1	\$	\$
2	<i>Left intentionally blank</i>				
3	Transfer Switch	EA	1	\$	\$
4	Concrete Slab & Site Work incl. restoration	LS	1	\$	\$
5	Bollards	EA	4	\$	\$
	SubTotal Construction Cost				\$
6	Mobilization				\$
7	Miscellaneous Work & Clean Up				\$
8	Discretionary Work				\$ 2,530.00
	BID "B" 200 CALENDAR DAYS TOTAL FOR LOCATION				\$

BIDDER:

AUTHORIZED SIGNATURE:

**SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT**

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

1. This Sworn Statement is submitted with IFB No. #12-0269-DS
2. This Sworn Statement is submitted by _____
whose business address is _____
and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If
the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____,
Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall
include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and
OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards
and agrees to indemnify and hold harmless the County and Engineer, 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:

<u>Trench Safety Measure</u> <u>(Description)</u>	<u>Units of</u> <u>Measure</u> <u>(LF, SY)</u>	<u>Unit</u> <u>Quantity</u>	<u>Unit Cost</u>	<u>Extended</u> <u>Cost</u>
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 _____, 2012.

(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____

SECTION 00430
CONTRACTOR'S QUESTIONNAIRE
 (Submit in Triplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID/QUOTE.

1. LICENSE #: _____
 License Issued to _____
 COMPANY'S NAME: _____

 CO. PHYSICAL ADDRESS _____

 CITY _____
 _____ STATE of INCORPORATION, IF APPLICABLE) _____ (ZIP CODE) _____
 (____) _____ TELEPHONE NUMBER: (____) _____ FAX _____
 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. Your organization has been in business (under this firm's name) as a

For how many years? _____ Is this firm in bankruptcy? _____

(Minimum requirement is bidding Contractor (company supplying the bid) shall a valid Florida Certified General Contractor's or Underground Utility License with one years experience performing the same type of work)

_____ Years holding a Certified General Contractors License
 _____ Years holding an Underground Utility License

_____ Years experience performing this type of project.

BIDDER: _____

Has license ever been suspended, revoked, removed or under investigation?

5. Describe and give the date and County of the last three government or private mitigation bank work of similar scope you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity), include contact name and phone number. Provide the Budget, Actual Cost, Size and Summary of Work for each project. "Attach additional pages as necessary".

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

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

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

BIDDER: _____

9. Name three individuals, governmental entities, or corporations for which you (Bidding Entity) have performed similar work and to which you refer. **The three references will have at least five similar type emergency generators in service with response time requirements similar to this Contract. The actual service responses will be verified for response time consistency and customer satisfaction.** Include contact name and phone number:

1. _____

2. _____

3. _____

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

Have you visited the site (s)? _____

Provide date/ (s) of site visit: _____

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

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

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

BIDDER: _____

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

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

16. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: _____

Surety's Address: _____

Surety's Address: _____

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

Phone: (_____) _____

Email _____

BIDDER: _____

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE**

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by

[Print individual's name and title]

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

whose business address is: _____

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

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

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

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

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

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

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such 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 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.

(Cont'd.)

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2012 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.

SECTION 00500
FORM OF AGREEMENT
BETWEEN THE
COUNTY OF MANATEE, FLORIDA
AND THE CONTRACTOR AS IDENTIFIED BELOW
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE

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

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **12-0269-DS 2012 Emergency Generators-Group B** in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Public Works Department, is responsible as the OWNER and **Manatee County Infrastructure Engineering Division** hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the OWNER'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents.

All communication involving this project will be addressed to Ms. Sherri Robinson, Assessment Coordinator, Public Works Department and to the Infrastructure Engineering Division. All invoicing will be addressed to the attention of Ms. Sherri Robinson, Assessment Coordinator, (address noted below) with invoice copies sent to Mr. James Stockwell, Infrastructure Engineering Division, Manatee County.

Manatee County Public Works Dept.
 IFB# 12-0269-DS
 Attention: Ms. Sherri Robinson
 Assessment Coordinator
 1022 26th Avenue East
 Bradenton, Florida 34208
 Phone (941) 708-7450 ext. 7334

Manatee County Public Works Dept.
 IFB# 12-0269-DS
 Attn: Mr. James Stockwell, P.E.
 Sr. Project Engineer
 1022 26th Avenue East
 Bradenton, Florida 34208
 Phone (941) 708-7463 ext. 7651

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

Article 3. CONTRACTOR'S REPRESENTATIONS

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

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

Article 4. CONTRACT DOCUMENTS

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

- 4.1 This Agreement and Bid Document **IFB#12-0269-DS**
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (attached by reference)
- 4.4 Addenda numbers _____ to _____, inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.
- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

Article 5. MISCELLANEOUS

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 5.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (**IFB No. #12-0269-DS, 2012 Emergency Generators-Group B**) subject to additions and deductions as provided therein, the sum of Dollars and xxxxxxxxxxxxxxxx Cents (\$ xxxxxxxxxxxxxxxx) for Bid "X" based on Completion Time of xxx calendar days and the sum of **\$566.00** as liquidated damages for each calendar day of delay.

Contractor

By: _____

Print Name: _____

Title: _____

MANATEE COUNTY GOVERNMENTBY: _____ For the County
SignatureMelissa W. Assha, CPPO, Interim Purchasing Official
Name and Title of Signer

Date: _____

SECTION 00700
GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

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

Addendum - Written or graphic instruments issued prior to the opening of bids which clarify or change the bidding documents or the Contract documents.

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

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

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

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

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

Bidder - One who submits a bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

Bidding Documents - Consists of the Invitation For Bid, which includes but is not limited to: the bid form, drawings, technical specifications, terms and conditions, and the proposed Contract documents (including all Addenda issued prior to receipt of bids); and becomes a part of the Agreement.

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

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

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

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

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

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

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

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

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

Discretionary - Payment for all work that shall be made only at the Owner's discretion in order to satisfactorily complete the project in accordance with the Plans and Specifications.

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

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

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

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

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

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

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

Notice of Award - The written notice to the successful bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Official in accordance with Manatee County Purchasing Code of Law, Chapter 2-26, Manatee County Purchasing Ordinance.

Notice of Intent to Award - The written notice to the apparent low bidder stating Award has been recommended with final Award to be authorized by the Board of County Commissioners.

Notice to Proceed - Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract time will commence to run and on which Contractor shall start to perform ten (10) days from date of such notice Contractor's obligations under the Contract documents.

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

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

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

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

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

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

Schedule of Values – Unit Prices shall be established for this Contract by the submission of a schedule of values. The Contractor shall submit a Schedule of Values within ten days of Notice to Proceed date. The Schedule shall include quantities and prices of items equaling the Total Bid Price and will subdivide the Work into components parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

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

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

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

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

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

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

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

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

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

Work Directive Change - A written directive to Contractor, issued on or after the effective date of the Agreement and signed by Owner and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies.

A work directive change may not change the Contract price or the Contract time; but is evidence that the parties expect that the change directed or documented by a work directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the Contract price or Contract time.

ARTICLE 2 - PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.
- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The Contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no work shall be done at the site prior to the date on which the Contract time commences to run.

- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Owner from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the Contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, RE-USE

- 3.1 The Contract documents comprise the entire Agreement between Owner and Contractor concerning the work. The Contract documents are complementary; what is called for by one is as binding as if called for by all. The Contract documents will be construed in accordance with the laws and ordinances of the State of Florida and Manatee County.

Should a conflict exist within the Contract documents, the precedence in ascending order of authority are as follows: 1) Standard Printed Contract Documents, 2) Special Conditions, 3) General Conditions and 4) Drawings.,
Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the Contract documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract documents. Any work, materials or equipment that may reasonably be inferred from the Contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents

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

- 3.3.1 Formal Written Amendment
- 3.3.2 Change Order
- 3.3.3 Administrative Contract Adjustment (ACA)
- 3.3.4 Work Directive Change

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

- 3.4.1 Discretionary Work – Field Directive
- 3.4.2 Engineer's Approval of a Shop Drawing or Sample.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least 72 hours in advance).
- 4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

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

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

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract documents have been caused thereby. If Owner determines that a change in the Contract documents is required because of the action taken in response to an emergency, a work directive change or change order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified.

The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the bid, but proposed after the effective date of the agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate change order executed.

- 4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract documents.
 - 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - 4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the work while the substitute was undergoing review.
- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work.

The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.

- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the work and all other matters which can in any way affect the work under this Contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the contact documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the Work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the Contract documents promptly and shall make payments to the Contractor within a reasonable time {no more than twenty (20) days} after the Work has been accepted by the Owner. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.
- 5.2 The Owner shall provide the lands upon which the Work under this Contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the Contract price or an extension of the Contract time with respect to any Work performed that is not required by the Contract documents as amended, modified and supplemented.
- 6.3 Owner and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract price or Contract time for the proposed change. Engineer shall have 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 Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7 - CHANGE OF CONTRACT PRICE

- 7.1 The Contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract price.

- 7.2 The Contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the Contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the Contract price shall be determined in one (1) of the following ways (at Owner's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the Contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
 - 7.3.2 By mutual acceptance of lump sum.
 - 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the Contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the Contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
 - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
 - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
 - 7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
 - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

ARTICLE 8 - CHANGE OF CONTRACT TIME

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

ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants (for a minimum period of three (3) years or as otherwise stated herein) and guarantees to Owner that all Work will be in accordance with the Contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. (Contractor shall give Engineer timely notice of readiness of the work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.)
- 9.2 If any work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract documents.
- 9.3 If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated.

Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract time and the recovery of delay damages due to correcting or removing defective Work.

9.3.1 If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract documents, or fails to comply with any other provision of the Contract documents, Owner may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct, indirect and costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.

9.3.2 If within three (3) years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

10.1 Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.

10.2 Owner may terminate the Contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the Work in accordance with the Contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the Contract.

10.2.1 Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

10.3 If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner, stop the Work until payment is made of all amounts then due.

ARTICLE 11 - CONTRACT CLAIMS

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

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE – DUTIES/RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site Work shall, in general, be only with the Owner/Engineer and Contractor and dealings with subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.
 - 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

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

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

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

ARTICLE 13 - APPRENTICES

- 13.1 If Successful Contractor employs apprentices, he shall be governed and comply with the provisions of Florida State Statute 446.011.

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

END OF SECTION

LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE

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 where requested.

LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE

SEALED BID - DO NOT OPEN

CONTRACTOR: _____
SEALED BID NO: 12-0269-DS
BID TITLE: 2012 Satellite Lift Station Emergency Generators Group B
DUE DATE/TIME: March 21, 2012 @ 2:00 PM

CONTRACT DOCUMENTS

FOR

LIFT STATION UPGRADES 2012 Emergency Generators Group B

LIFT STATION NAME	RTU #	PROJECT NO.
River Wilderness 1	529	402.0019707 5001349
Tara 2	497	402. 5124182
Tara 6	613	402. 5124180
Garden Lakes	475	402.5124680
Tara 7	616	402.0019707 5001344
Tara 8	617	402.0019707 5001347

October 2011

PROJECT OWNER:

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

PREPARED BY:

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

INFRASTRUCTURE ENGINEERING STANDARD SPECIFICATIONS

DIVISION 1	GENERAL REQUIREMENTS	4
SECTION 01005	GENERAL REQUIREMENTS	4
SECTION 01010	SUMMARY OF WORK	16
SECTION 01015	CONTROL OF WORK	18
SECTION 01030	SPECIAL PROJECT PROCEDURES	22
SECTION 01045	CUTTING AND PATCHING	26
SECTION 01050	FIELD ENGINEERING AND SURVEYING	28
SECTION 01090	REFERENCE STANDARDS	30
SECTION 01150	MEASUREMENT AND PAYMENT	33
SECTION 01152	REQUESTS FOR PAYMENT	37
SECTION 01153	CHANGE ORDER PROCEDURES	38
SECTION 01200	PROJECT MEETINGS	41
SECTION 01310	CONSTRUCTION SCHEDULE & PROJECT RESTRAINTS	42
SECTION 01340	SHOP DRAWINGS, PROJECT DATA AND SAMPLES	47
SECTION 01370	SCHEDULE OF VALUES	52
SECTION 01380	CONSTRUCTION PHOTOGRAPHS	53
SECTION 01410	TESTING AND TESTING LABORATORY SERVICES	55
SECTION 01510	TEMPORARY AND PERMANENT UTILITIES	57
SECTION 01570	TRAFFIC REGULATION	59
SECTION 01580	PROJECT IDENTIFICATION AND SIGNS	61
SECTION 01600	MATERIAL AND EQUIPMENT	64
SECTION 01620	STORAGE AND PROTECTION	66
SECTION 01700	CONTRACT CLOSEOUT	68
SECTION 01710	CLEANING	71
SECTION 01720	PROJECT RECORD DOCUMENTS	72
SECTION 01730	OPERATING AND MAINTENANCE DATA	75
SECTION 01740	WARRANTIES AND BONDS	78
DIVISION 2	SITE WORK	80
SECTION 02064	MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT	80
SECTION 02100	SITE PREPARATION	82
SECTION 02220	EXCAVATION, BACKFILL, FILL AND GRADING FOR STRUCTURES	84
SECTION 02444	FENCING	88
SECTION 02480	LANDSCAPING	95
SECTION 02485	SEEDING AND SODDING	100
SECTION 02575	PAVEMENT REPAIR AND RESTORATION	103
SECTION 02999	MISCELLANEOUS WORK AND CLEANUP	106
DIVISION 3	CONCRETE	108
SECTION 03200	CONCRETE REINFORCEMENT	108
SECTION 03300	CAST-IN-PLACE CONCRETE	111
SECTION 03350	CONCRETE FINISHES	116
DIVISION 5	METALS	118
SECTION 05500	MISCELLANEOUS METAL	118
SECTION 09900	PAINTING	124

DIVISION 16	ELECTRICAL	142
SECTION 16050	ELECTRICAL - GENERAL PROVISIONS	142
SECTION 16110	CONDUITS AND FITTINGS	145
SECTION 16120	WIRES AND CABLES	150
SECTION 16231	EMERGENCY GENERATOR SET	152
SECTION 16450	GROUNDING	167

MANATEE COUNTY Utility Standards, approved March, 2009, are included by reference.

SCOPE: See section 01010, paragraph 1.01 A

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. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

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

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

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 whether owned or controlled by the County, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.

The Contractor shall protect all public utility 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 Engineer. The Contractor

shall so arrange his operations as to avoid any damage to these facilities. 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 Engineer. 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 therefor.

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 Engineer, 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 Engineer, 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 Engineer.

1.02 PLANS AND SPECIFICATIONS

A. Plans

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

B. Copies Furnished to Contractor

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

C. Supplementary Drawings

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

D. Contractor to Check Plans and Data

The Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting 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 Engineer, should such errors or omissions be discovered. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

E. Specifications

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

F. Intent

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

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

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

MATERIALS AND EQUIPMENT**A. Manufacturer**

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

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

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

B. Delivery

The Contractor shall deliver materials in ample quantities to 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 Engineer during installation. All equipment shall be correctly aligned, leveled and adjusted for

satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.

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 Engineer and made of ample size and strength for the purpose intended. Substantial templates and working drawings for installation shall be furnished.

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

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

E. Service of Manufacturer's Engineer

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

If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the 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 Engineer, 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 Engineer 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 Engineer so requires, the Contractor shall furnish to him authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

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 Engineer notifies the Contractor, in writing, that the results of such tests are acceptable.

Five copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to the Engineer for approval.

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 Engineer 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 Engineer 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 Engineer, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced. The Engineer shall be solely responsible for the determination of the necessity for providing a temporary fence and the type of temporary fence to be used.

1.06 TEMPORARY SERVICES

A. First Aid

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

1.07 LINES AND GRADES

A. Grade

All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans, or as given by the County/Engineer. 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 to removing without authorization such established points, stakes and marks.

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

C. Datum Plane

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

1.08 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 therefor. 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 Engineer, 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 and to the satisfaction of the Engineer. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the Engineer.

Prior to the beginning of any excavations, the Contractor shall advise the Engineer 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 in the manner described in the Workmanship and Materials Paragraph in Section 02485, Seeding & Sodding.

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 Engineer. 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.

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on weekends. If the proper and efficient prosecution of the work requires operations during the night or weekends, the written permission of the County shall be obtained before starting such items of the work.

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

1.11

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 Engineer, 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 Engineer which results from his construction operations.

B. Protection of Wetland Areas

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

C. Existing Facilities

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

D. Use of Chemicals

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show

approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01010 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. The work included in this contract consists of the installation of an emergency standby generator and transfer switch at numerous sites, including all appurtenances, fuel / fuel connections, testing, etc., for a complete system as called out in the drawings and specifications. The contractor will be responsible for all permits, including all structural, electrical or other drawings needed for him to obtain required permits. Record drawings are required showing the final surveyed locations of all improvements.
- 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, the current Manatee County Public Works Utility Standards, 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. He shall leave the fuel tanks full after all testing is complete.
- D. The Contractor shall be responsible for all permitting including all structural, electrical or other drawings needed for him to obtain required permits. The Contractor shall furnish and install all materials, equipment and labor which are 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 Engineer or 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

OWNER OCCUPANCY

- A. It is assumed that portions of the Work will be completed prior to completion of the entire Work. Upon completion of construction of each individual 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 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 Engineer and County.

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 Engineer to be inefficient, inappropriate, or insufficient for securing the quality of work required for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character, or increase the personnel and equipment and the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.02 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 Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 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 Engineer 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 Engineer 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 Engineer 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 Engineer, 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 Engineer.
- 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 Engineer 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 Engineer. 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 Engineer.
- B. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other safety measures which are satisfactory to the Engineer and County.
- C. Detours around construction areas will be subject to the approval of the County and the Engineer. Where detours are permitted, the contractor shall provide all necessary barricades and signs as required to divert the flow of traffic. While traffic is detoured, the Contractor shall expedite construction operations and periods when traffic is being detoured, will be strictly controlled by the County.

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.

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 residues resulting from the construction work and at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and shall leave the entire site of the work in a neat and orderly condition.

1.13**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 Engineer.

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 Engineer. 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 Engineer. If, in the final inspection of the work, any defects, faults, or omissions are found, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the warranty period described in the Contract.
- 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 Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.02 CONNECTIONS TO EXISTING SYSTEM

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

1.04 EXISTING UNDERGROUND PIPING, STRUCTURES AND UTILITIES

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

- D. The existing piping and utilities that interfere with new construction shall be rerouted as shown, specified, or required. Before any piping and utilities not shown on the Drawings are disturbed, the Contractor shall notify the Engineer of the location of the pipeline or utility and shall reroute or relocate the pipeline or utility as directed. Cost for relocation of existing pipelines or utilities shall be included in the price bid for the project.
- E. The Contractor shall exercise care in any excavation to locate all existing piping and utilities. All utilities which do not interfere with complete work shall be carefully protected against damage. Any existing utilities damaged in any way by the Contractor shall be restored or replaced by the Contractor at his expense as directed by the Engineer and/or the owner of the utility.

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

1.07 POWER SUPPLY

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

1.08 SALVAGE

Any existing equipment or material, including, but not limited to, valves, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the Engineer or 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 Engineer, shall be disposed of by the Contractor at no additional cost.

1.09 DEWATERING

- A. The Contractor shall do all groundwater pumping necessary to prevent flotation of any part of the work during construction operations with his own equipment.
- B. The Contractor shall pump out water and wastewater which may seep or leak into the excavations for the duration of the Contract and with his own equipment. He shall dispose of this water 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 Engineer, in writing, at least 10 calendar days in advance of the date he proposes to commence such work.
- B. The Contractor shall provide, at his own expense, all necessary temporary facilities for access to and for protection of, all existing facilities. The 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 Engineer.
- C. Site cleanup at each specific lift station shall be completed within seven (7) days of completion of site work at each specific lift station.

1.11

CONSTRUCTION CONDITIONS

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

1.12

PUBLIC NUISANCE

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

1.13

WARRANTIES

- A. All material supplied under these Specifications shall be warranted by the Contractor and the manufacturers for a period of three (3) years. Warranty period shall commence on the date of 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.
- 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. Report unsatisfactory or questionable conditions to Engineer. Do not proceed with work until Engineer 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. All survey work required in execution of Project.
 - 2. All costs of construction layout shall be included in the unit and lump sum prices contained in the respective divisions of the Contract Bid Form.
 - 3. Civil, structural or other professional engineering services specified or required to execute Contractor's construction methods.

1.02 QUALIFICATION OF SURVEYOR AND ENGINEER

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

1.03 SURVEY REFERENCE POINTS

- A. Existing basic horizontal and vertical control points for the Project are designated on the Contract Drawings.
- 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 Engineer.
Report to Engineer 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

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

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

1.06

SUBMITTALS

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 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
MCUOD	Manatee County Utility Operations Department 4410 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
OHSА	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/Engineer does not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

1.03 WORK OUTSIDE AUTHORIZED LIMITS

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

1.04 MEASUREMENT STANDARDS

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

1.05 AREA MEASUREMENTS

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

1.06 LUMP SUM ITEMS

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

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

BID ITEM 1 - EMERGENCY GENERATOR INSTALLATION and ENCLOSURE

Payment for all work included under this Bid Item shall be made at the applicable Contract unit price bid per complete installation, including testing.

Payment shall represent full compensation for all labor, shipping, products, materials, testing, equipment, training and owner/operator manuals. Also included shall be the installation of all fuel connections (including natural gas fuel lines), conduits, electrical connections and all other appurtenances and incidentals required or specified to complete the installation and have a complete, operational system, ready for inspection and acceptance by the engineer.

BID ITEM 2 - FUEL TANK INSTALLATION (WHERE APPLICABLE)

Payment for all work included under this Bid Item shall be made at the applicable Contract unit price bid per complete installation, including testing.

Payment shall represent full compensation for all labor, shipping, products, materials, testing, equipment, training and owner/operator manuals. Also included shall be the installation of all conduits, fuel lines, and all other appurtenances and incidentals required or specified to complete the installation, ready for inspection and acceptance by the engineer.

BID ITEM 3 - TRANSFER SWITCH INSTALLATION

Payment for all work included under this Bid Item shall be made at the applicable Contract unit price bid per complete installation, including testing.

Payment shall represent full compensation for all labor, shipping, products, materials, testing,

equipment, training and owner/operator manuals. Also included shall be the installation of all conduits and electrical connections as required and all other appurtenances and incidentals required or specified to complete the installation, ready for inspection and acceptance by the engineer.

BID ITEM 4 - CONCRETE SLAB & SITE WORK INCL. RESTORATION

Payment for all work included under this Bid Item shall be made at the applicable Contract lump sum price bid per complete installation. This includes the slab(s) for the generator and fuel tank, the concrete base for the transfer switch support (if required), all associated site work including sawcutting and removal of pavement, fence and hedge relocation, sodding, shell, and all related work required unless specifically included in another pay item.

BID ITEM 5 - BOLLARDS (WHERE APPLICABLE)

Payment for all work included under this Bid Item shall be made at the applicable contract unit price bid per each complete bollard installation. This includes all labor, equipment, materials, excavation, and all other work required to furnish and install one complete bollard.

BID ITEM 6 - MOBILIZATION

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

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

BID ITEM 7 - MISCELLANEOUS WORK, CLEANUP & RECORD DRAWINGS

Payment for all work included under this Bid Item shall be made at the Contract lump sum price bid listed in the Bid Form and shall represent full compensation for all labor, materials and equipment required to perform all the work as shown on the Contract Drawings and specified herein and any other miscellaneous work not specifically included for payment under other Bid Items obviously necessary to complete the Contract. Partial payments will be based on the breakdown of the Bid Item in accordance with the Schedule of Values submitted by the Contractor and approved by the Engineer. Payment shall also include full compensation for project photographs, as-built record drawings, project signs, traffic control, rubbish and spoil removal, permits, repair, replacement or relocation of all signs, walls, private irrigation systems and related items and any and all other items required to complete the project in accordance with Contract Documents. Permit fees shall be included in this item. A building permit for each generator including the foundation for each site, including inspections is \$303.85,. In addition a fire department review fee for each site is \$65. A floodplain review fee of \$25 and elevation certificate \$50 is required if the site is in a flood zone. Contractors shall include these costs in this bid item.

BID ITEM 8 - DISCRETIONARY WORK

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01152 REQUESTS FOR PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Submit Applications for Payment to the Project Manager or as directed at the preconstruction meeting, in accordance with the schedule established by Conditions of the Contract and Agreement between 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 or the Engineer requires substantiating data, Contractor shall submit suitable information with a cover letter.
- B. Submit one copy of data and cover letter for each copy of application.

1.04 PREPARATION OF APPLICATION FOR FINAL PAYMENT

Fill in application form as specified for progress payments.

1.05 SUBMITTAL PROCEDURE

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01153 CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.01 DEFINITION

- A. Change Order: Major change in contract scope or time that must be approved by the Board.
- 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 Change: Change to contract quantity that does not require a change of scope or time extension.

1.02 REQUIREMENTS INCLUDED

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

1.03 PRELIMINARY PROCEDURES

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

1.04

FIELD DIRECTIVE CHANGE

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

1.05

DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal and for each unit price which has not previously been established, with sufficient substantiating data to allow the Engineer/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, plus additional information.
 - 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. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- B. Engineer will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- C. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- D. County and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Application for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time. 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 or Engineer shall schedule the pre-construction meeting, periodic progress meetings and special meetings, if required, throughout progress of work.
- B. Representatives of contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

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.
- 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.

1.03 PROGRESS OF THE WORK

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

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. The Contractor shall submit a critical path schedule as described herein.

- B. The planning, scheduling, management and execution of the work is the sole responsibility of the Contractor. The progress schedule requirement is established to allow Engineer to review Contractor's planning, scheduling, management and execution of the work; to assist Engineer in evaluating work progress and make progress payments and to allow other contractors to cooperate and coordinate their activities with those of the Contractor.

2.02 FORM OF SCHEDULES

- A. Prepare schedules 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 Engineer 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 Engineer, consistent with the time frames established in the Specifications.
- F. For Contract change orders granting time extensions, the impact on the Contract date(s) shall equal the calendar-day total time extension specified for the applicable work in the Contract change orders.
- G. For actual delays, add activities prior to each delayed activity on the appropriate critical path(s). Data on the added activities of this type shall portray all steps leading to the delay and shall further include the following: separate activity identification, activity description indicating cause of the delay, activity duration consistent with whichever set of dates

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

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

2.04 SUPPORTING NARRATIVE

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

2.05 SUBMITTALS

- A. Contractor shall submit estimated and preliminary progress schedules (as identified in the Terms and Conditions of the Contract and the General Conditions), monthly status reports, a start-up schedule and an as-built schedule report all as specified herein.

- B. All schedules, including estimated and preliminary schedules, shall be in conformance with the Contract Documents.
- C. The finalized progress schedule discussed in the Contract Documents shall be the first monthly status report and as such shall be in conformance with all applicable specifications contained herein.
- D. Monthly Status Report submittals shall include three copies of a time-scaled (days after notice to proceed) diagram showing all contract activities and supporting narrative. The initial detailed schedule shall use the notice to proceed as the start date. The finalized schedule, if concurred with by 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 monthly progress schedules with each month's application for payment.
- G. Contractor shall submit three monthly status reports which will be retained by the County and Engineer.

2.06 MONTHLY STATUS REPORTS

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

2.07 STARTUP SCHEDULE

- A. At least 60 calendar days prior to the date of substantial completion, Contractor shall submit a time-scaled (days after notice to proceed) diagram detailing the work to take place in the period between 60 days prior to substantial completion, together with a supporting narrative. Engineer shall have 10 calendar days after receipt of the submittal to respond. Upon receipt of Engineer's comments, Contractor shall make the necessary

revisions and submit the revised schedule within 10 calendar days. The resubmittal, if concurred with by 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 by Engineer 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 Engineer.

PART 3

EXECUTION (NOT USED)

END OF SECTION

SECTION 01340 SHOP DRAWINGS, PROJECT DATA AND SAMPLES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval: working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this section called data), and material samples (hereinafter in this section called samples) as are required for the proper control of work, including, but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within thirty (30) calendar days after the effective date of the Agreement, the Contractor shall submit to the Engineer, a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items and the date on which each Shop Drawing shall be submitted. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the County and the Engineer. This log should include the following items:
 - 1. Submittal description and number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Projected date and required lead time so that product installation does not delay contact.
 - 10. Status of O&M manuals submitted.

1.03 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the contract Documents.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.

4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with No Exceptions Taken or Approved As Noted.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All construction specific submittals except physical material samples, the final O&M Manuals, and the record drawings shall be submitted electronically, either through email or on a CD.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary Shop Drawings.

1.04

ENGINEER'S REVIEW OF SHOP DRAWINGS AND WORKING DRAWINGS

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

- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. The Engineer shall review a submittal/resubmittal a maximum of three (3) times after which cost of review shall be borne by the Contractor. The cost of engineering shall be equal to the Engineer's actual payroll cost.
- H. When the Shop and Working Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- I. No partial submittals shall be reviewed. Incomplete submittals shall be returned to the Contractor and shall be considered not approved until resubmitted.

1.05

SHOP DRAWINGS

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

- F. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and have been in operation for a period of at least one (1) year.
- H. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

1.06

WORKING DRAWINGS

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

1.07

SAMPLES

- A. The Contractor shall furnish, for the review of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
 - 3. A minimum of two samples of each item shall be submitted.

- C. Each sample shall have a label indicating:
1. Name of product.
 2. Name of Contractor and Subcontractor.
 3. Material or equipment represented.
 4. Place of origin.
 5. Name of Producer and Brand (if any).
 6. Location in project.
(Samples of finished materials shall have additional markings that will identify them under the finished schedules.)
 7. Reference specification paragraph.
- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Review of a sample shall be only for the characteristics or use named in such and shall not be construed to change or modify any Contract requirements.
- E. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. If requested at the time of submission, samples which failed testing or were rejected shall be returned to the Contractor at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01370 SCHEDULE OF VALUES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer 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 Engineer, 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 Engineer 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 two prints of each photograph with each pay application.
- B. Provide one recordable compact disc with digital photographs with each pay application.
- C. 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.
- D. 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.
- E. 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.
- F. All project photographs shall be taken from locations to adequately illustrate conditions prior to construction, or conditions of construction and state of progress. The Contractor shall consult with the Engineer at each period of photography for instructions concerning views required.

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 Engineer on digital video disks (DVD) for the permanent and exclusive use of the Engineer 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 Engineer. In addition, no progress payments shall be made until the preconstruction video recordings are accepted by the Engineer.

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 Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor and no extra charge to the 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 Engineer.
- 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.

2.04 TEMPORARY SANITARY FACILITIES

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

PART 3 EXECUTION

3.01 GENERAL

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

3.02

REMOVAL

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

END OF SECTION

SECTION 01570 TRAFFIC REGULATION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 TRAFFIC CONTROL

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

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01580 PROJECT IDENTIFICATION AND SIGNS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 PROJECT IDENTIFICATION SIGN (COUNTY)

- A. One (1) painted sign at each of the lift station sites, with each 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 Owner.
 - 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 Engineer and subject to approval of 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 Engineer and 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.

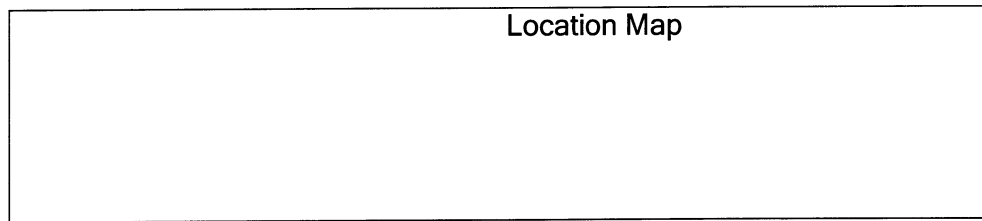
1.0 Residents impacted include anyone who resides inside, or within 500 feet of project limits of construction.

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
Contractor Address
Contractor Phone (Site Phone) | C. | Project Manager
PM Address
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 Engineer.
 - 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 Engineer. 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 Engineer 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 Engineer. 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 Engineer.
 - 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 Engineer 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 Engineer and 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 Engineer determines that the work is not substantially complete:
 - 1. The Engineer shall notify the Contractor in writing, stating the reasons.
 - 2. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the Engineer.
 - 3. The Engineer shall reinspect the work.
- E. When the Engineer finds that the work is substantially complete:
 - 1. He shall prepare and deliver to the 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 and the Contractor a definite Certificate of Substantial Completion (Manatee County Project Management Form PMD-8) with a revised tentative list of items to be completed or corrected.

1.03 FINAL INSPECTION

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

- B. The Engineer shall make an inspection to verify the status of completion after receipt of such certification.
- C. If the Engineer determines that the work is incomplete or defective:
 - 1. The Engineer shall promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to Engineer that the work is complete.
 - 3. The Engineer shall reinspect the work.
- D. Upon finding the work to be acceptable under the Contract Documents, the Engineer 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 for the Engineer's fees.

1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Project Record Documents (prior to substantial completion).
- B. Operation and maintenance manuals (prior to substantial completion).
- C. Warranties and Bonds.
- E. Evidence of Payment and Release of Liens: In accordance with requirements of General and Supplementary Conditions.
- F. Certification letter from Florida Department of Transportation and Manatee County Department of Transportation, as applicable.
- G. Certificate of Insurance for Products and Completed Operations.
- H. 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 Engineer.
- 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 and the 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. 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. 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. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- B. 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. Engineer's field orders or written instructions.
 - 6. Approved shop drawings, working drawings and samples.
 - 7. Field test records.
 - 8. Construction photographs.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

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

1.03 MARKING DEVICES

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

1.04 RECORDING

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

- distance from centerline of right-of-way to the facility.
 2. Field changes of dimension and detail.
 3. Changes made by Field Order or by Change Order.
 4. Details not on original contract drawings.
 5. Equipment and piping relocations.
 6. Locations of all valves, fire hydrants, manholes, water and sewer services, water and force main fittings, underdrain cleanouts, catch basins, junction boxes and any other structures located in the right-of-way or easement, shall be located by elevation and by station and offset based on intersection P.I.'s and centerline of right-of-way. For facilities located on private roads, the dimensioning shall be from centerline of paving or another readily visible baseline.
 7. Elevations shall be provided for all manhole rim and inverts; junction box rim and inverts; catch basin rim and inverts; and baffle, weir and invert elevations in control structures. Elevations shall also be provided at the PVI's and at every other lot line or 200 feet, whichever is less, of drainage swales and ditches. Bench marks and elevation datum shall be indicated.
 8. Slopes for pipes and ditches shall be recalculated, based on actual field measured distances, elevations, pipe sizes, and type shown. Cross section of drainage ditches and swales shall be verified.
 9. Centerline of roads shall be tied to right-of-way lines. Elevation of roadway centerline shall be given at PVI's and at all intersections.
 10. Record drawings shall show bearings and distances for all right-of-way and easement lines, and property corners.
 11. Sidewalks, fences and walls, if installed at the time of initial record drawing submittal, shall be located every 200 feet or alternate lot lines, whichever is closer. Dimensions shall include distance from the right-of-way line and the back of curb and lot line or easement line.
 12. Sanitary sewer mainline wyes shall be located from the downstream manhole. These dimensions shall be provided by on-site inspections or televising of the sewer following installation.
 13. Elevations shall be provided on the top of operating nuts for all water and force main valves.
 14. Allowable tolerance shall be ± 6.0 inches for horizontal dimensions. Vertical dimensions such as the difference in elevations between manhole inverts shall have an allowable tolerance of $\pm 1/8$ inch per 50 feet (or part thereof) of horizontal distance up to a maximum tolerance of ± 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/Engineer.
- E. Specifications and Addenda; Legibly mark each Section to record:
1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 2. Changes made by field order or by change order.
- F. Shop Drawings (after final review and approval):
1. Five sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.05

SUBMITTAL

- A. Prior to substantial completion and prior to starting the bacteria testing of water lines, deliver signed and sealed Record Documents and Record Drawings to the Engineer. 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 dated mylar drawings together with a recordable compact disk (CD).
- C. The CD shall contain media in AutoCad® 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 Engineer.
- 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 Engineer for review and transmittal to County.

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 anchorage, if required, is part of the installation shall also be installed as directed by the Engineer.
- 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 Engineer.
- 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 Engineer and 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.

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 Engineer 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 Engineer. 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 Engineer shall be carefully protected from damage. The Contractor shall erect such barricades, guards and enclosures as may be considered necessary by him for the protection of the trees during all construction 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 Engineer 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 Engineer.

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 02220 EXCAVATION, BACKFILL, FILL AND GRADING FOR STRUCTURES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Structural excavation shall consist of the removal of material for the construction of foundations for structures and other excavation designated on the drawings or in these specifications.
- B. Structural excavation and backfill shall consist of furnishing material, if necessary and placing and compacting backfill material around structures to the lines and grades designated on the drawings, as specified or directed by the Engineer.
- C. Structural excavation and backfill shall include the furnishing of all materials, equipment and other facilities which may be necessary to perform the excavations, place and compact the backfill, install sheeting and bracing, and carry out any necessary dewatering. It shall also include the wasting or disposal of surplus excavated material in a manner and in locations approved by the Engineer.
- D. The Contractor is responsible for the protection of every tree which is scheduled to remain in the project area. This includes trees which may or may not be shown on the plans. Every tree shall be adequately protected in place at no additional cost to the County. This includes, but is not limited to, protecting the root systems and adjusting grades as necessary for tree/root protection.

1.02 QUALITY ASSURANCE

- A. Testing Agency:
 - 1. In place soil compaction tests shall be performed by a qualified testing laboratory.
 - 2. Compaction tests shall be taken every 500 feet, except in the road crossings or road shoulders. Tests are to be taken according to current FDOT Standards.
- B. Reference Standards:
 - 1. American Society for Testing and Materials (ASTM):
 - a. ASTM D1557, Moisture-Density Relations of Soils Using 10-lb. (4.5-kg) Rammer and 18-in. (457-mm) Drop.

1.03 JOB CONDITIONS

- A. The Contractor shall provide, operate and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation, bases, pits, etc., free from seepage, standing or running water at all times throughout the period of construction.
- B. The Contractor shall assume all responsibility for the security of the excavation required, employing bracing, lining or other accepted means necessary to accomplish same.

- C. Excavated areas shall be cleared of all debris, water, slush, muck, clay and soft or loose earth and shall be conditioned to the entire satisfaction of the Engineer.
- D. All excavated material unsuitable for use or which will not be used shall be disposed of in a manner consistent with State and County regulation.
- E. All unsuitable organic materials, roots, logs, etc., found during excavation shall be removed by the Contractor and the trench shall be refilled with suitable material.

PART 2 PRODUCTS

2.01 MATERIAL FOR CONTROLLED FILL

- A. Composition: Only approved material free from organic matter and lumps of clay, shall be used for backfill. Excavated earth free from debris or organic material may be used for backfilling foundations or fill.
- B. Crushed stone and shell shall meet or exceed current FDOT Standards.

2.02 UNSUITABLE MATERIAL

Unsuitable material shall be defined as highly organic soil per ASTM D2487 Group PT. This includes, but is not limited to, such items as topsoil, roots, vegetable matter, trash, debris, and clays that cannot be dried sufficiently to obtain specified compaction.

PART 3 EXECUTION

3.01 INSPECTION

- A. The Contractor shall verify that work preceding the affected work of this Section has been satisfactorily completed.
- B. Conditions adversely affecting the work of this Section shall be corrected to the satisfaction of the Engineer.

3.02 REMOVAL OF UNSUITABLE MATERIALS

- A. The Contractor shall remove unsuitable material from within the limits of the Work.
- B. Materials meeting requirements for controlled fill shall be stockpiled as necessary and in such a manner satisfactory to the Engineer.
- C. All material excavated shall be placed so as to minimize interference with public travel and to permit proper access for inspection of the work.

3.03 EXCAVATION

- A. When concrete or shell subbase footing is to rest on an excavated surface, care shall be taken not to disturb the natural soil. Final removal and replacement of the foundation material and subbase compaction to grade shall not be made until just before the concrete or masonry is placed.

- B. When any structural excavation is completed, the Contractor shall notify the Engineer who will make an inspection of the excavation. No concrete or masonry shall be placed until the excavation has been approved by the Engineer.
- C. The elevations of the footing bottom and the base slab as shown on the Drawings, shall be considered as approximate and the Engineer may order in writing, such changes in dimensions or elevations of the footings and slab base as necessary to secure satisfactory foundations.
- D. All excavation shall be made within an area bounded by lines five feet outside and parallel to the exterior walls of the structure to allow for correct forming, shoring and inspection of foundation work. Pouring of concrete against earth side walls shall not be permitted.
- E. If the ground is excavated below the grade called for by the Drawings or becomes unstable due to the Contractor's carelessness or operations, the ground shall be excavated to undisturbed native soil before continuing concreting operations.
- C. If in the opinion of the Engineer, the material at or below the normal grade of the bottom of the trench is unsuitable for pipe or structure foundation, it shall be removed to the depth directed by the Engineer and if so directed, replaced by crushed stone or washed shell.

3.04 STRUCTURAL BACKFILL

- A. Structural backfill shall not be placed until the footings or other portions of the structure or facility have been inspected by the Engineer and approved for backfilling.
- B. A minimum of 1-1/2" layer of lean concrete shall be placed as a working mat for the concrete base slabs and footings if required by the engineer.
- C. Fill shall be placed in uniform layers not more than 12" thick and compacted to a minimum of 98 percent of the maximum density determined by ASTM D1557, Method A or C, or as directed by the Engineer. The Contractor shall securely tamp the backfill with pneumatic rammer around all wall foundations. The method of compaction shall be satisfactory to the Engineer.
- D. Compaction of structural backfill by ponding and jetting may be permitted when, as determined by the Engineer: the backfill material is of such character that it will be self-draining when compacted; foundation materials will not soften or be otherwise damaged by the applied water; no damage from hydrostatic pressure will result to the structure. Ponding and jetting within two feet below finished subgrade shall not be permitted in roadway areas. At the discretion of the Engineer, ponding and jetting may be permitted with compaction layers not to exceed four feet.
- E. Surplus material not used on-site shall be removed and disposed of off-site by the Contractor. In no case shall surplus material be deposited on adjacent lands. Fill used for grading shall be placed in layers not to exceed 12 inches in thickness and shall be compacted to a density equal or greater to that of the surrounding natural ground.

3.05 BACKFILLING AROUND STRUCTURES

- A. Common fill and structural fill are specified for use as backfill against the exterior walls of the structures. Fill shall be placed in layers having a maximum thickness of eight (8) inches in loose state and shall be compacted sufficiently to prevent settlement. If

compaction is by rolling or ramming, material shall be wetted down as required. Where material can be suitably compacted by jetting or puddling, the Contractor may use one of these methods. No boulders shall be allowed to roll down the slopes and hit the walls.

- B. Backfilling shall be carried up evenly on all walls of an individual structure simultaneously. A variation of two (2) feet in elevation will be the maximum allowable. No backfill shall be allowed against walls until the walls and their supporting slabs, if applicable, have attained sufficient strength. Backfilling shall be subjected to approval by the Engineer.
- C. In locations where pipes pass through building walls, the Contractor shall take the following precautions to consolidate the refill up to an elevation of at least one foot above the bottom of the pipes:
 - 1. Place structural fill in such areas for a distance of not less than three feet either side of the center line of the pipe in level layers not exceeding 6-inches in depth.
 - 2. Wet each layer to the extent directed and thoroughly compact each layer with a power tamper to the satisfaction of the Engineer.
 - 3. Structural fill shall be of the quality specified under Part 2 of this Section.
- D. The surface of filled areas shall be graded to smooth true lines, strictly conforming to grades indicated on the grading plan. No soft spots or uncompacted areas shall be allowed in the work.
- E. Temporary bracing shall be provided as required during construction of all structures to protect partially completed structures against all construction loads, hydraulic pressure and earth pressure. The bracing shall be capable of resisting all loads applied to the walls as a result of backfilling.

3.06

FIELD QUALITY CONTROL

- D. The density of soil in place shall be a minimum of 95 percent in accordance with ASTM test 1557-70T, Method A or C.

END OF SECTION

SECTION 02444 FENCING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, material, equipment and incidentals necessary for complete installation of chain link fence systems. The fencing shall be installed according to manufacturer's specifications unless otherwise directed or authorized by the County/Engineer.
- B. The Contractor's security fencing is at his expense and option and is not covered in this Section.

1.02 QUALITY ASSURANCE

- A. Standards of Manufacture shall comply with the standards of the Chain Link Fence Manufacturer's Institute for "Galvanized Steel Chain Link Fence Fabric" and as herein specified.
- B. Provide each type of steel fence and gates as a complete unit produced by a single manufacturer, including, but not limited to accessories, fittings, fasteners and appurtenances complete and ready for use.
- C. Acceptable Manufacturers: Anchor, Cyclone, or approved equal
- D. Erector Qualifications: The Contractor or approved subcontractor, must have a minimum of two years experience in similar fence installation.

1.03 SUBMITTALS

- A. Product Data:

For Steel Fences and Gates, the Contractor shall submit for review and approval to the County/Engineer, five (5) copies of the manufacturer's technical data, details of fabrication, installation instructions and procedures for steel fences and gates. The Contractor shall be responsible for a copy of each instruction to be given to the Installer.

- B. Samples:

The Contractor shall submit two samples approximate size 6-inches long, or 6-inches square of fabric material, framework members and typical accessories to the County/Engineer for review and approval.

- C. Certificates:

The Contractor shall provide manufacturer's certification that materials meet or exceed the Contract Document requirements.

PART 2 PRODUCTS

2.01 GENERAL

- A. The pipe sizes indicated are commercial pipe sizes.

- B. The tube sizes indicated are nominal outside dimension.
- C. Framework and appurtenances shall be finished with not less than minimum weight of zinc per sq. ft. and shall comply with the following:
 - 1. Pipe: ASTM A53 (1.8 oz. zinc psf)
 - 2. Square tubing: ASTM A 123 (2.0 oz. zinc psf)
 - 3. Hardware and Accessories: ASTM A 153 (zinc weight per Table I).
- D. All fence components shall be galvanically compatible.
- E. Vinyl coatings for fabric, posts, rails, gates, and all other fittings and components shall be thermally fused polyvinyl chloride; heavy mil coating per ASTM F 668.

2.02 FABRIC

Fabric shall be 0.148 inch (9 gage) steel wire, 2-inch diamond mesh and both top and bottom salvages shall be twisted and barbed for fabric over 60-inches high. Finish shall be hot dipped galvanized, ASTM A 392, Class II.

2.03 POSTS, RAILS AND BRACES

- A. End, Corner and Pull Posts:
 - 1. The Contractor shall furnish end, corner and pull posts of the minimum size and weight as follows:
 - a. Up to 5 foot fabric height
 - (1) 2.375-inch OD pipe weighing 3.65 pounds per linear ft.
 - (2) 2.50-inch square tubing weighing 5.59 pounds per linear foot.
 - b. Over 5 foot fabric height
 - (1) 2.875-inch OD pipe weighing 5.79 pounds per linear foot.
 - (2) 2.50-inch square tubing weighing 5.59 lbs. per linear foot.
- B. Line Post:
 - 1. The Contractor shall furnish line posts of the minimum sizes and weight as follows. Post shall be spaced 10 foot o.c. maximum, unless otherwise indicated:
 - a. Up to 5 foot fabric height.
 - (1) 1.90-inch OD pipe weighing 2.72 pounds per linear foot.
 - b. Over 5 foot fabric height.
 - (1) 2.375-inch OD pipe weighing 3.65 pounds per linear foot.
- C. Gate Posts:
 - 1. The Contractor shall furnish gate posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:
 - a. Up to 6 feet wide.
 - (1) 2.875-inch OD pipe weighing 5.79 pounds per linear foot.
 - (2) 2-1/2 inch square tubing weighing 5.59 pounds per linear foot.
 - b. Over 6 feet and up to 13 feet wide.
 - (1) 4-inch OD pipe weighing 9.11 pounds per linear foot.
 - c. Over 13 feet and up to 18 feet wide.

- (1) 6.625 inches OD weighing 18.97 pounds per linear foot.
 - d. Over 18 feet.
 - (1) 8.625 inches OD weighing 28.55 pounds per linear foot.

D. Top Rails:

- 1. The Contractor shall furnish the following top rails unless otherwise indicated:
 - a. 1.660-inch OD pipe weighing 2.27 pounds per linear foot.

E. Post Brace Assembly:

- 1. The Contractor shall furnish bracing assemblies at the end, gate, at both sides of corner and pull posts, with the horizontal brace located at mid-height of the fabric.
- 2. Use 1.660-inch OD pipe weighing 2.27 pounds per linear foot for horizontal brace and 3/8-inch diameter rod with turnbuckles for diagonal truss.

F. Tension Wire:

- 1. The Contractor shall furnish tension wire consisting of galvanized 0.177 inch (7 gage) coiled spring wire as per ASTM A824 at the bottom of the fabric only.

G. Barbed Wire Supporting Arms:

- 1. The Contractor shall furnish pressed steel, wrought iron, or malleable iron barbed wire supporting arms, complete with provisions for anchorage to posts and attaching three rows of barbed wire to each arm. Supporting arms may be attached either to posts or integral with post top weather cap. The Contractor shall provide a single 45 degree arm for each post where indicated.

H. Barbed Wire:

- 1. The Contractor shall furnish barbed wire. It shall be 2 strand, 12-1/2 gauge wire with 14 gauge, 4-point barbs spaced 5-inch o.c., galvanized, complying with ASTM A121, Class 3.

I. Post Tops:

- 1. The Contractor shall furnish post tops. Tops shall be pressed steel, wrought iron, or malleable iron of ASTM F626 designed as a weathertight closure cap (for tubular posts). The Contractor shall furnish one cap for each post unless equal protection is afforded by a combination of post top cap and barbed wire supporting arm. The Contractor shall furnish caps with openings to permit through passage of the top rail.

J. Stretcher Bars:

- 1. The Contractor shall furnish stretcher bars. Bars shall be one piece lengths equal to the full height of the fabric, with a minimum cross-section of 3/16-inch x 3/4-inch. The Contractor shall provide one stretcher bar for each gate and end post and two bars for each corner and pull post, except where fabric is integrally woven into the post.

K. Stretcher Bar Bands:

1. The Contractor shall furnish stretcher bar bands. Bands shall be steel, wrought iron, or malleable iron, a maximum space of 15-inch o.c. to secure stretcher bars to end, corner, pull and gate posts.

2.04

GATES

- A. The Contractor shall provide fabricated gate perimeter frames of tubular members. Additional horizontal and vertical members shall ensure proper gate operation and attachment of fabric, hardware and accessories. The maximum space of the frame members shall not be more than 8-inches apart. Fabrication is as follows:
1. Up to 5 feet high, or leaf width 8 feet or less.
 - a. 1.660-inch OD pipe weighing 2.27 pounds per linear foot.
 - b. 1.5 inch sq. tubing weighing 2.27 pounds per linear foot.
 2. Over 5 feet high, or leaf width exceeding 8 feet.
 - a. 1.90 inch OD pipe weighing 2.72 pounds per linear foot.
 - b. 2-inch square tubing weighing 2.60 pounds per linear foot.
- B. The Contractor shall assemble gate frames by welding or with special malleable or pressed steel fittings and rivets for rigid connections. He shall use the same fabric width as for the fence, unless otherwise indicated in the Contract Documents or authorized by the County/Engineer. He shall install the fabric with stretcher bars at vertical edges. The bars may also be used at the top and bottom edges. The contractor shall attach stretchers to the gate frame at a maximum spacing of 15-inch o.c. He shall attach the hardware with rivets or by other means which will prevent removal or breakage.
- C. The Contractor shall install diagonal cross-bracing consisting of 3/8-inch diameter adjustable length truss rods on gates as necessary to ensure frame rigidity without sag or twist.
- D. The Contractor shall install barbed wire above the gates. He shall extend the end members of gate frames 12-inches above the top member which will be prepared for three strands of wire. The Contractor shall provide necessary clips for securing wire to extensions.
- E. Gate Hardware:
1. The Contractor shall furnish the following hardware and accessories for each gate.
 - a. Hinges: Pressed or forged steel or malleable iron to suit gate size, non-lift-off type, offset to permit 180 degrees gate opening. Provide 1-1/2 pair of hinges for each leaf over six feet nominal height.
 - b. Latch: Forked type of plunger-bar type to permit operation from either side of gate with padlock eye as integral part of latch.
 - c. Keeper: Provide keeper for all vehicle gates, which automatically engages the gate leaf and holds it in the open position until manually released.
 - d. Double Gates: Provide gate stops for double gates, consisting of mushroom type of flush plate with anchors. Set in concrete to engage the center drip drop rod or plunger bar. Include locking device and padlock eyes as an integral part of the latch, using one padlock for locking both gate leaves.

- e. Where gates are between masonry piers, provide "J" with 4-inch square anchor plate to masonry contractor for building in.

2.05

MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Wire Ties: The Contractor shall tie fabric to line posts. He shall use 9 gauge wire ties spaced 12-inches o.c. For tying fabric to rails and braces, he shall use 9 gauge wire ties spaced 24-inches o.c. For tying fabric to tension wire, he shall use 11 gauge hog rings spaced 24-inches o.c. The finish of ties shall match the fabric finish.
- B. Concrete: The Contractor shall provide portland cement concrete in compliance with ASTM C-150 and the Contract Documents. Aggregates shall comply with ASTM C-33. The Contractor shall mix the materials to obtain a minimum 28-day compressive strength of 2500 psi, using a minimum of 4 sacks of cement per cubic yard, a maximum size aggregate of 1-inch, a maximum 3-inch slump and air entrainment of 2 percent to 4 percent.
- C. Privacy Decorative Slatting (PDS) shall be PVC, bottom locking, non-fin type, sized to match the fabric height and color in both the fence and gates.

PART 3

EXECUTION

3.01

INSTALLATION

- A. The Contractor shall not start the fence installation prior to the final grade completion, and the finish elevations established, unless otherwise authorized by the County/Engineer.
- B. The Contractor shall repair damaged coatings in the shop or in the field by recoating utilizing manufacturers recommended repair compounds and as applied per manufacturer's recommendations.
- C. Excavation:
 - 1. For post footings, the Contractor shall drill holes in firm, undisturbed or compacted soil of the diameters and spacings shown or called out in the Contract Documents.
 - a. For holes not shown or called out on the Contract Documents, the Contractor shall excavate minimum diameters recommended by the fence manufacturer.
 - b. Post holes shall be in true alignment and of sufficient size to provide a permanent concrete foundation. Concrete shall be poured against undisturbed earth sides and bottom. All holes shall be 48-inches deep with posts and corner posts placed in the concrete to a depth of 36-inches. The gate posts shall be set in the concrete to a depth of 42-inches below the surface in firm, undisturbed soil. Holes shall be well centered on the posts. A minimum diameter of 12-inches shall be required for all post holes.
 - c. Excavated soil shall be removed from the Owner's property.
 - d. If solid rock is encountered near the surface, the Contractor shall drill into rock at least 12-inches for line posts and at least 18-inches for end, pull, corner or gate posts. Hole shall be drilled to at least 1-inch greater diameter than the largest dimension of the post to be place.
 - e. If the Contractor encounters solid rock below solid overburden, he shall drill to the full depth required; however, rock penetration need not exceed the minimum depths specified.

D. Setting Posts:

1. The Contractor shall remove loose and foreign materials from the sides and bottoms of holes, and moisten soil prior to placing concrete.
 - a. Center and align posts in holes above bottom of excavation.
 - b. Place concrete around posts in a continuous pour and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations. The top of concrete shall extend 2-inches above finish grade.
 - c. Trowel finish tops of footings and slope or dome to direct water away from posts. Extend footings for gate posts to the underside of bottom hinge. Set keeps, stops, sleeves and other accessories into concrete as required.
 - d. Keep exposed concrete surfaces moist for at least 7 days after placement, or cure with membrane curing materials, or other acceptable curing method.
 - e. Grout-in posts set into sleeved holes, concrete constructions, or rock excavations with non-shrink portland cement grout, or other acceptable grouting material.

E. Concrete Strength:

The Contractor shall allow the concrete to attain at least 75% of its minimum 28-day compressive strength no sooner than 7 days after placement, before rails, tension wires, barbed wire, or fabric is installed. The Contractor shall not stretch and tension fabric or wires and shall not hang gates until the concrete has attained its full design strength.

F. Top Rails:

The Contractor shall run the rail continuously through post caps or extension arms and bend to radius for curved runs. He shall provide expansion coupling as recommended by fencing manufacturer.

G. Brace Assemblies:

The Contractor shall install braces so that posts are plumb when diagonal rod is under proper tension.

H. Tension Wire:

The Contractor shall install tension wires by weaving through the fabric and tying to each post with not less than 0.170 inch galvanized wire, or by securing the wire to the fabric.

I. Fabric:

The Contractor shall leave approximately 3-inches between finish grade and bottom salvage, except where the bottom of the fabric extends into the concrete. He shall pull the fabric taut and tie it to posts, rails and tension wires. He shall install fabric on the security side of the fence and anchor it to the framework so that the fabric remains in tension after the pulling force is released.

J. Stretcher Bars:

The Contractor shall thread through or clamp the bars to the fabric 4-inches o.c. and secure them to posts with metal bands spaced 15-inches o.c.

K. Barbed Wire:

The Contractor shall install 3 parallel wires on each extension arm on the security side of fence, unless otherwise indicated. He shall pull the wire taut and fasten securely to each extension arm.

L. Gate:

The Contractor shall install gates plumb, level and secure for full opening without interference. He shall install ground-set items in concrete for anchorage, as recommended by the fence manufacturer. He shall adjust hardware for smooth operation and lubricate where necessary.

M. Tie Wires:

The Contractor shall use U-shaped wire, conforming to the diameter of the attached pipe, and shall clasp the pipe and fabric firmly with twisted ends of at least 2 full turns. He shall bend the end of the wire to minimize hazard to persons or clothing.

N. Fasteners:

The Contractor shall install nuts for tension band and hardware bolts on the side of fence opposite the fabric side. Pen ends of bolts or score threads to prevent removal of nuts.

3.02 INSTALLATION

- A. Fence shall be constructed such that each run of fence between corner posts or gate posts has equal spacing between the line posts. Spacing shall not exceed 10 feet, and shall not exceed 8 feet for fabric with privacy decorative slatting.

END OF SECTION

SECTION 02480 LANDSCAPING

PART 1 GENERAL

1.10 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals required to install trees, ground cover, and shrubs, to place accessory planting materials, to maintain and guarantee all planted areas. All work shall be in strict accordance with sound nursery practice and shall include maintenance and watering of all of the work of this Contract until final completion and acceptance by the County.
- B. The landscaping shall be performed by a contractor or subcontractor who specializes in landscaping and who is fully familiar and experienced in projects of this type and scope. The landscaping contractor or subcontractor shall be subject to the approval of the Engineer.
- C. The Contractor shall provide all landscaping complete and ready for use as specified in the Contract Documents and as shown on the Drawings.

1.02 SUBMITTALS

- A. The Contractor shall submit to the County/Engineer for review and approval, shop drawings and complete written maintenance instructions for each type of plant furnished under this Contract.
- B. The Contractor shall submit representative samples of any or all of required accessory planting materials as requested by the County/Engineer.

1.03 OBSTRUCTIONS BELOW GROUND

- A. The County/Engineer may change the location of plant material if underground construction, utilities or obstructions are encountered in excavation of planting areas or pits.
- B. The Contractor shall make such changes without additional compensation from the County.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Plant species and size shall conform to those indicated in the Plant List and in plan locations shown on the Drawings. Nomenclature shall conform to the Florida Department of Agriculture: "Grades and Standards for Nursery Plants". The designated authority for identification of plants shall be in conformance with FDOT Standard Specification Section 580-2.1.1 Plants.
- B. Plants shall be sound, healthy, vigorous, free from plant diseases, insects, pests, or their eggs and shall have healthy normal root systems. Plants shall be nursery grown stock, freshly dug. No heeled in, cold storage, or collected stock shall be accepted.

C. Shape and Form

1. Plant material shall be symmetrical, typical for the variety and species, and shall conform to the measurements specified in the Plant List.
2. Plants used where symmetry is required shall be matched as nearly as possible.
3. Plants shall not be pruned prior to delivery except as authorized by the County/Engineer.
4. All plants shall have been transplanted or root pruned at least once in the past three years.
5. Unless otherwise noted, street trees shall be free of branches up to six feet, with the single leader well branched, and with straight trunks.
6. Shrubs shall have been transplanted twice, have fully developed root systems, be heavily canned with foliage to base, fulfill dimensions required, and be typical of species.
7. Ground covers shall have sturdy fibrous root systems and shall be heavily leafed.

D. Measurement: The height and/or width of trees shall be measured from the ground or across the normal spread of branches with the plants in their normal position. This measurement shall not include the immediate terminal growth.

E. Substitutions in plant species or size shall be made only with the written approval of the Engineer.

F. Ground cover plants shall be planted in beds of four inches of approved topsoil. The beds shall be thoroughly disked into the soil. The compacted and settled finished surface shall be set to the required grade. Plants shall be spaced as described in the Contract Documents or shown on the Contract Drawings, or otherwise directed by the County/Engineer and in accordance with the best practices of the trade.

G. Planting Soil

1. Soil for backfilling around plants and planting beds shall be a good grade of garden loam as approved by the County/Engineer. Soil shall be free of heavy clay, coarse sand, stones, lumps, sticks, or other foreign material. The soil shall not be delivered or used in a muddy condition.
2. The soil shall be taken from ground that has never been stripped. There shall be a slight acid reaction to the soil with no excess of calcium or carbonate. The soil shall be free from excess weeds or other objectionable material.
3. Soil for trees and shrubs shall be delivered in a loose, friable condition. All trees shall average approximately one cubic yard per tree, except Sabal Palmetto, which shall be planted with clean sand. There shall be a minimum of 4-inches of planting soil in ground cover areas and 1/8 cubic yard per shrub or vine.
4. No marl shall be allowed in ground cover planting beds.

H. Before plants are backfilled with planting soil, fertilizer tablets, Agriform 20-10-5 or equal, shall be placed in each pit. The Contractor shall provide three tablets for each tree and one for each shrub or vine.

I. Tree Staking: All tree staking and bracing shall be included herein in accordance with sound nursery practice and shall be in accordance with the Contract Documents. The Contractor shall furnish all materials required for staking and bracing as approved.

J. Landscaping stones shall be inert and nonleaching. The Contractor shall provide physical

samples for approval prior to installation. Crushed limerock shall not be acceptable.

PART 3 EXECUTION

3.01 PLANTING PROCEDURES

- A. Plant Locations: All plants shall be located as shown on the Drawings, to dimensions if shown, to scale if not dimensioned. Large areas or beds shall be scaled and the plants spaced evenly. Approval by the Engineer is required before any plants may be installed.
- B. Tree Pits: Pits for trees shall be at least two feet greater in diameter than the specified diameter of the ball. Pits shall be of sufficient depth to allow a 12-inch layer of planting soil under the ball when it is set to grade. Bottom of pit shall be loosened prior to backfilling.
- C. Digging and Handling
 - 1. Plants shall be handled at all times so that roots or balls are adequately protected from sun or drying winds. Tops or roots of plant allowed to dry out will be rejected.
 - 2. Balled and burlapped plants shall be moved with firm, natural balls of soil, not less than one foot diameter of ball to every one inch caliper of trunk, and a depth of not less than 2/3 of ball diameter. No plant shall be accepted when the ball of earth surrounding its roots has been cracked or broken. All trees, except palms, shall be dug with ball and burlapped. Root pruning shall have been done at minimum of four weeks before planting at the job.
 - 3. Bare root plants shall be dug with spread of root and of sufficient depth to insure full recovery of plant.
- D. Cabbage Palms (Sable Palmetto):
 - 1. Cabbage Palms shall be taken from moist black sand areas. Only a minimum of fronds shall be removed from the crown to facilitate moving and handling. Clear trunk or overall height shall be as specified after the minimum of fronds have been removed.
 - 2. Cabbage Palms buds shall be tied to a suitable support with a burlap strip, to be left in place until the tree is well established in its new location.
 - 3. Cabbage Palms shall be planted in sand, thoroughly washed in during planting operations, and with a dished or saucer depression left at the soil line for future waterings. Palms with marred or burned trunks will be accepted at the discretion of the Engineer only.
 - 4. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens, or other approved method.
- E. When balled or burlapped plants are set, planting soil shall be carefully tamped under and around the base of the balls to prevent voids. All burlap, rope, wires, etc., shall be removed from the sides and tops of balls, but no burlap shall be pulled from underneath. Roots of bare rooted plants shall be properly spread out and planting soil carefully worked in among them.
- F. All plants shall be set straight or plumb, in locations shown on the Drawings. Except as otherwise specified, plants shall be planted in pits which shall be set at such level that, after settlement, they bear the same relation to the finished grade or the surrounding ground as they bore to the grade of the soil from which they are taken.

- G. Pruning shall be carefully done by experienced plantmen. Prune immediately upon acceptance by the County, including any broken branches, thinning small branches and tipping back main branches (except main leaders).
- H. Excess soil and debris shall be disposed of off the project site unless ordered stockpiled by the Engineer.

3.02 NORMAL MAINTENANCE OF PLANT MATERIALS

- A. Plant material maintenance shall begin when planting operations start and shall extend until final acceptance of work.
- B. Maintain all plant materials under this Contract to the satisfaction of the Engineer. Maintenance shall include necessary watering, cultivation, weeding, pruning, spraying, tightening and repair to guy wires, removal of dead material, resetting, and other work required to conform with referenced standards and accepted nursery standards as approved.
- C. Plant materials which are in a tilted or in a leaning position shall be properly righted.
- D. After final acceptance by the County and until one calendar year after acceptance of all plantings, the landscaping contractor or subcontractor shall make monthly inspections of materials and report in writing to the Engineer the conditions of the plants and the necessary requirements to keep the plants in a healthy growing condition.

3.03 TREE AND PLANT PROTECTION

- A. The Contractor shall remove all trees (if any) within the limit of landscaping shown on the detail sheet except those designated to be salvaged (if any). Prior to removal of said trees, the Contractor shall obtain a tree removal permit, if required. All other trees in the vicinity of the work shall be protected against damage by the Contractor until all work under the Contract has been completed.
- B. Consult with the Engineer, and remove agreed-on roots and branches which interfere with construction. Employ qualified tree surgeon to remove, and to treat cuts.
- C. Provide temporary barriers to a height of six feet around each group of trees and plants.
- D. Protect root zones of trees and plants
 - 1. Do not allow vehicular traffic or parking.
 - 2. Do not store materials or products.
 - 3. Prevent dumping or refuse or chemically injurious materials or liquids.
 - 4. Prevent puddling or continuous running water.
- E. Carefully supervise excavating, grading, and filling, and subsequent construction operations, to prevent damage.
- F. In case of inadvertent damage to any tree or plant by the Contractor or any of his subcontractors or employees, the Contractor shall provide replacement of each such damaged tree or plant with a new one of acceptable type, size and quality.

- G. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by the Engineer.
- H. Clean and repair damage caused by installation, fill and grade the areas of the site to required elevations and slopes, and clean the area.

3.04 GUARANTEE

The life and satisfactory condition of all plant material planted shall be guaranteed by the Contractor for a minimum of one calendar year. Guarantee shall include complete replacement with material of the same kind and size as in the original work if not in a healthy condition, as determined by the Engineer, at the end of the guarantee period.

3.05 REPLACEMENT

- A. At the end of the guarantee period, any plant required under this Contract that is dead or not in satisfactory growth as determined by the Engineer, shall be removed. Plants replaced shall be guaranteed for 90 days after date of replacement.
- B. Replacement of plants necessary during guarantee period shall be the responsibility of the Contractor, except for possible replacements of plants resulting from removal, vandalism, acts of neglect on the part of others, or acts of God.
- C. All replacements shall be plants of the same kind and size as specified in the Drawings. They shall be furnished and planted as herein specified. The cost shall be the responsibility of the Contractor.

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 Engineer/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 Engineer.

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 Engineer 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 Engineer.
- 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 Engineer 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 Engineer.

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

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

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

END OF SECTION

SECTION 02575 PAVEMENT REPAIR AND RESTORATION

PART 1 GENERAL

1.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, obtain County or State right-of-way permits and incidentals required and remove and replace pavements over trenches excavated for installation of water or sewer lines and appurtenances as shown on the Contract Drawings.

1.02 GENERAL

- A. The Contractor shall take before and after photographs.
- B. The Contractor shall repair in a manner satisfactory to the County or State, all damage done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basin, flagstones, or stabilized areas or driveways and including all obstructions not specifically named herein, which results from this Project.
- C. The Contractor shall keep the surface of the backfilled area of excavation in a safe traffic bearing condition and firm and level with the remaining pavement until the pavement is restored in the manner specified herein. All surface irregularities that are dangerous or obstructive to traffic are to be removed. The repair shall conform to applicable requirements of Manatee County Transportation Department requirements for pavement repair and as described herein, including all base, subbase and asphalt replacement.
- D. All materials and workmanship shall meet or exceed the County requirements and as called for in the Contract Documents and nothing herein shall be construed as to relieve the Contractor from this responsibility.
- E. All street, road and highway repair shall be made in accordance with the FDOT and County details indicated on the Drawings and in accordance with the applicable requirements and approval of affected County and State agencies.

PART 2 PRODUCTS

2.01 PAVEMENT SECTION

- A. Asphaltic concrete shall consist of asphalt cement, coarse aggregate, fine aggregate and mineral filler conforming to FDOT Type S-III Asphalt. Pavement replacement thickness shall match that removed but in no case shall be less than 1-1/2" compacted thickness. All asphalt concrete pavement shall be furnished, installed and tested in accordance with FDOT Specifications for Road and Bridge Construction.
- B. Asphalt or crushed concrete or approved equal base material shall be furnished and installed under all pavement sections restored under this Contract. Asphalt base shall have a minimum 6" compacted thickness, meet requirements for FDOT ABC III (Minimum Marshall Stability of 1000) and be furnished, installed and tested in accordance with the requirements of the FDOT Standards. Crushed concrete base shall be 10" minimum compacted thickness. Crushed concrete aggregate material shall have a minimum LBR of

140 compacted to 99% T-180 AASHTO density. Asphalt base and crushed concrete base are acceptable. Other bases shall be submitted for approval.

- C. Prime and tack will be required and applied in accordance with Section 300 - FDOT Specifications: Prime and Tack Coat for Base Courses.

PART 3 EXECUTION

3.01 CUTTING PAVEMENT

- A. The Contractor shall saw cut in straight lines and remove pavement as necessary to install the new pipelines and appurtenances and for making connections to existing pipelines.
- B. Prior to pavement removal, the Contractor shall mark the pavement for cuts nearly paralleling pipe lines and existing street lines. Asphalt pavement shall be cut along the markings with a rotary saw or other suitable tool. Concrete pavement shall be scored to a depth of approximately two (2) inches below the surface of the concrete along the marked cuts. Scoring shall be done by use of a rotary saw, after which the pavement may be broken below the scoring with a jackhammer or other suitable equipment.
- C. The Contractor shall not machine pull the pavement until it is completely broken and separated along the marked cuts.
- D. The pavement adjacent to pipe line trenches shall neither be disturbed or damaged. If the adjacent pavement is disturbed or damaged, irrespective of cause, the Contractor shall remove and replace the pavement. In addition, the base and sub-base shall be restored in accordance with these Specifications, Florida Dept. of Transportation Standard Specifications and as directed by the Engineer.

3.02 PAVEMENT REPAIR AND REPLACEMENT

- A. The Contractor shall repair, to meet or exceed original surface material, all existing concrete or asphaltic pavement, driveways, or sidewalks cut or damaged by construction under this Contract. He shall match the original grade unless otherwise specified or shown on the Drawings. Materials and construction procedures for base course and pavement repair shall conform to those of the Florida Dept. of Transportation.
- B. The Contractor's repair shall include the preparation of the subbase and base, place and maintain the roadway surface, any special requirements whether specifically called for or implied and all work necessary for a satisfactory completion of this work. Stabilized roads and drives shall be finished to match the existing grade. Dirt roads and drives shall have the required depth of backfill material as shown on the Contract Drawings.
- C. The width of all asphaltic concrete repairs shall extend the full width and length of the excavation or to the limits of any damaged section. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

3.03 MISCELLANEOUS RESTORATION

Sidewalks or driveways cut or damaged by construction shall be restored in full sections or blocks to a minimum thickness of four inches. Concrete curb or curb and gutter shall be

restored to the existing height and cross section in full sections or lengths between joints. RCP pipe shall be repaired or installed in accordance with manufacturer's specifications. Grassed yards, shoulders and parkways shall be restored to match the existing sections with grass sod of a type matching the existing grass.

3.04 SPECIAL REQUIREMENTS

The restoration of all surfaces, as described herein, disturbed by the installation of pipelines shall be completed as soon as is reasonable and practical. The complete and final restoration of both paved and shell stabilized roads within a reasonable time frame is of paramount importance. To this end, the Contractor shall, as part of his work schedule, complete the restoration of any area of road within five weeks after removing the original surface. Successful leak testing shall be performed prior to restoring any area of road. All restoration and replacement or repairs are the responsibility of the Contractor.

3.05 CLEANUP

After all repair and restoration or paving has been completed, all excess asphalt, dirt and other debris shall be removed from the roadways. All existing storm sewers and inlets shall be checked and cleaned of any construction debris.

3.06 MAINTENANCE OR REPAIR

All wearing surfaces shall be maintained by the Contractor in good order suitable for traffic prior to completion and acceptance of the work.

END OF SECTION

SECTION 02999 MISCELLANEOUS WORK AND CLEANUP

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes items and operations which are not specified in detail as separate items, but may be sufficiently described as to the kind and extent of work involved. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to complete all work under this Section.
- B. The work of this Section may include, but is not limited to the following:
 - 1. Restoration of roads, sidewalks, driveways, curbing and gutters, fences, guardrails, lawns, shrubbery and any other existing items damaged or destroyed.
 - 2. Crossing utilities.
 - 3. Relocation of existing water, reclaim water, or sewer lines less than four inches diameter, water and sanitary sewer services, low pressure gas lines, telephone lines, electric lines, cable TV lines as shown on the Contract Drawings.
 - 4. Restoring easements (servitudes) and rights-of-way.
 - 5. Clean up.
 - 6. Incidental work (project photographs, testing, shop drawings, traffic control, record drawings, etc.).
 - 7. Excavation and Embankment - As defined in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (1991 Edition or latest revision).
 - 8. Stormwater and erosion control devices.

1.02 SUBMITTAL OF LUMP SUM BREAKDOWN

Contractor shall submit to the County/Engineer, a breakdown of the lump sum bid for Miscellaneous Work and Cleanup Item in the Proposal within 10 days after date of Notice to Proceed.

1.03 WORK SPECIFIED UNDER OTHER SECTIONS

All work shall be completed in a workmanlike manner by competent workmen in full compliance with all applicable sections of the Contract Documents.

PART 2 PRODUCTS

2.01 MATERIALS

Materials required for this Section shall equal or exceed materials that are to be restored. The Contractor may remove and replace or reuse existing materials with the exception of paving.

PART 3 EXECUTION

3.01 RESTORING OF SIDEWALKS, ROADS, CURBING, FENCES AND GUARDRAILS

- A. The Contractor shall protect existing sidewalks & curbing. If necessary, sidewalks &

curbing shall be removed from joint to joint and replaced after backfilling. Curbing damaged during construction because of the Contractor's negligence or convenience, shall be replaced with sidewalks & curbing of equal quality and dimension at no cost to the County.

- B. At the locations necessary for the Contractor to remove, store and replace existing fences and guardrails during construction, the sections removed shall be only at the direction of the Engineer. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced at no cost to the County with fencing equal to or better than that damaged and the work shall be satisfactory to the Engineer.
- C. Guardrails in the vicinity of the work shall be protected from damage by the Contractor. Damaged guardrails shall be replaced in a condition equal to those existing
- D. Road crossings shall be restored in accordance with the Contract Documents and current FDOT Standards. Compensation for road restoration shall be included under the Road Restoration Bid Item if specified or under Miscellaneous Cleanup if it is not specified.

3.02 CROSSING UTILITIES

This item shall include any extra work required in crossing culverts, water courses, drains, water mains and other utilities, including all sheeting and bracing, extra excavation and backfill, or any other work required or implied for the proposed crossing, whether or not shown on the Drawings.

3.03 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES AND CABLE TV LINES

The Contractor shall notify the proper utility involved when relocation of these utility lines is required. The Contractor shall coordinate all relocation work by the utility so that construction shall not be hindered.

3.04 RESTORING THE EASEMENTS AND RIGHTS-OF-WAY

The Contractor shall be responsible for all damage to private property due to his operations. He shall protect from injury all walls, fences, cultivated shrubbery, pavement, underground facilities, including water, sewer and reclaimed water lines and services, or other utilities which may be encountered along the easement. If removal and replacement is required, it shall be done in a workmanlike manner, at his expense, so that the replacement are equivalent to that which existed prior to construction.

3.05 STORMWATER AND EROSION CONTROL DEVICES

The Contractor shall be responsible for, provide, and install all stormwater and erosion control devices necessary to insure satisfactory compliance with the Florida Department of Environmental Protection Stormwater, Erosion, and Sedimentation Control Inspector's Manual.

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 Engineer.
- 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 Engineer.
- 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 Engineer.
 - 3. Do not heat, bend, or cut bars without concurrence of Engineer.
- 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 Engineer, 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 Engineer.
- 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 Engineer.
- 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 Engineer 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 Engineer 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 Engineer to inspect concrete surfaces immediately upon removal of forms. Patch imperfections as directed. All patching procedures shall be submitted to and approved by the Engineer 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 Engineer 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 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.

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 Engineer.
- 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 Engineer.

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 Engineer if the base slab concrete exhibits adequate fattiness and homogeneity.
2. In lieu of power steel troweling, small areas as defined by the Engineer 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 Engineer.
- B. Surfaces which, in the opinion of the Engineer, are unsatisfactory shall be refinished or reworked until approved by the Engineer.

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 Engineer for approval before fabrication.
- B. Samples shall be submitted at the request of the Engineer 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 Engineer. 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 Engineer. 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 Engineer 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 neoprene 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 neoprene 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 neoprene gasket between the aluminum and the dissimilar metal.
- C. Where aluminum contacts wood, apply two coats of aluminum metal and masonry paint to the wood.

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 Engineer. 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 Engineer 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 Engineer 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 Engineer 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 Engineer.

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 Engineer 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 Engineer and Contractor. The gauges may be used by the Contractor and returned each day to the Engineer. Engineer 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 Engineer. 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.

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 Engineer. 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 Engineer.
- C. When any appreciable time has elapsed between coatings, previously coated areas shall be carefully inspected by the Engineer, 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 Engineer.
- 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 Engineer'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 unmutated labels attached. Packages shall not be opened until they are inspected by the Engineer 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 Engineer and removed from the job site on a schedule determined by the Engineer. Engineer 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 50deg 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.

3.07

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 70deg F and relative humidity is 65%, the dew point is 57deg F. No coating should be applied unless surface temperature is 62deg 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 Engineer.
- 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 Engineer.
- 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 Engineer).
- 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 Engineer, 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 Engineer 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 Engineer, 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 Engineer 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 Engineer 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 Engineer 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)	1.0 - 2.0	
2nd Coat: 50-330 Poly-Ura-Prime	2.0 - 3.0	
3rd Coat: 66-Color Hi-Build Epoxoline	<u>2.0 - 4.0</u>	
	Dry Film Thickness Minimum	5.0 - 9.0 7.0 Mils

3.14 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 Minimum	4.0 - 8.0 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 Minimum	4.0 - 8.0 5.0 Mils

3.15 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

2.0 - 3.0

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 TNE MEC 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

4.0 - 8.0

Dry Film Thickness

8.0 - 16.0

Minimum

10.0 Mils

3.16

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

Dry Film Thickness 4.0 - 6.0

3.17

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	

3.18 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

3.19 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

3.20 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 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 a complete electrical system 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. 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.
- B. 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 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 above, the manufacturer's representative shall also instruct the County's personnel in the proper operation and maintenance of the item(s) in question.

1.10 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. 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.
- C. All items shall be manufactured from the materials specified - substitute materials will NOT be acceptable.
- D. 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".

END OF SECTION

SECTION 16110 CONDUITS AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

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

1.02 SUBMITTALS

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. Galvanized rigid steel conduits shall be used at all locations aboveground and within structures and buildings except where otherwise shown on the Contract Drawings.
- C. Galvanized rigid steel 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 4 shall be 316 stainless steel, gasketed.
- K. Devices designated as NEMA Type 4X shall be fiberglass, gasketed, except as otherwise shown on the Contract Documents.
- L. Combination expansion-deflection fittings shall be used where conduits cross structural expansion joints.

PART 2 PRODUCTS

2.01 MATERIALS

A. Rigid Conduit

1. Rigid steel conduit shall be hot-dipped galvanized 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.
3. Electrical metallic tubing shall be hot-dipped galvanized steel as manufactured by U.S. Steel Corp., Youngstown Sheet and Tube Company, 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 Steel Conduit Fittings:
 - a. Steel elbows, bends, sweeps, nipples, couplings, etc., shall be hot-dipped galvanized 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.
3. EMT Conduit Fittings: EMT fittings shall be hot-dipped galvanized steel, rain-tight, concrete tight, compression type, as manufactured by Crouse-Hinds, Appleton Electric Company, 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 hot-dipped galvanized iron or 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.
 2. The channel, mounting hardware and related appurtenances shall be hot-dipped galvanized 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. For all galvanized steel conduits, the field-cut threads shall be thoroughly cleaned and coated with a cold galvanizing compound which contains 95% pure zinc metal. The galvanizing compound shall be as manufactured by ZRC Products Company, or approved equal. This treatment shall also be used on any nipples, elbows, etc., that are not supplied with galvanized threads.
- E. Conduits shall be supported at intervals of 8-feet or less, as required to obtain a rigid installation.
- F. Exposed conduits shall be run parallel with and/or perpendicular to the surrounding surface(s). No diagonal runs will be allowed.
- G. 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.
- H. Multiple horizontal runs of conduits shall be supported by trapeze type hangers (channel) suspended by threaded rod, 3/8-inch minimum diameter.
- I. Multiple vertical runs of conduits shall be supported by structurally mounted channel in combination with conduit clamps.
- J. Conduit support devices shall be attached to structural steel by welding or beam or channel clamps as indicated on the Contract Drawings.
- K. Conduit support devices shall be attached to concrete surfaces by "spot type" concrete inserts.
- L. Conduits terminating in pressed steel boxes shall have double locknuts and insulated bushings.
- M. Conduits terminating in gasketed enclosures shall be terminated with conduit hubs.
- N. Conduit wall seals, waterproof type, shall be used at all locations where conduits penetrate walls.
- O. 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.
- P. Flexible couplings shall be used in hazardous locations for all motor terminations and for all connections/terminations where vibration is anticipated.
- Q. Conduit stubouts for future construction shall be capped at both ends with threaded PVC conduit caps.
- R. The cement used for PVC conduit installations shall be as manufactured by Carlon, or approved equal.

- S. Galvanized steel conduits entering manholes and/or below grade pull boxes shall be terminated with grounding type bushings which shall be connected to a 5/8-inch by 10-foot long driven ground rod with No. 6 AWG bare copper wire.
- T. Galvanized rigid steel 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.
- U. 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.

3.02

GUARANTEES AND WARRANTIES

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.

1.02 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. 16 AWG, stranded.

1.04 MINIMUM SIZES

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. 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 No. 14 AWG, stranded, 600 Volt, cross-linked polyethylene insulated, PVC jacketed.

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. Use pulling means - fish-tape, cable, rope, basket weave wire/cable grips, etc. - which will not damage the wire/cable insulation or the raceway.
- D. Shielded instrumentation wire shall be installed from terminal to terminal with no splicing at any intermediate point. 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.
- E. Shielding on instrumentation cables shall be grounded at the transmitter end only.
- F. 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.
- G. 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.
- H. 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. 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.

END OF SECTION

SECTION 16231 EMERGENCY GENERATOR SET

PART 1 GENERAL

1.01 SCOPE

- A. Provide and install complete and operable UL 2200 listed emergency/standby electric generating systems which contain all the devices and equipment specified herein and/or required for the service. Equipment shall be new, factory and field tested, installed, and ready for operation. Timely service and reliability after the installation is accepted are critical in the choice of equipment.
- B. The engine is to be of sufficient horsepower to drive the generator under full load conditions. It shall be 4-cycle, fueled with either natural gas or diesel via an adjacent or sub-base fuel tank and cooled with a closed looped radiator system. The generator is to be a low reactance brushless generator, with torque matched excitation and automatic voltage regulation. There is to be a set-mounted control panel with vibration insulators between it and the generator set. The generator, controls and associated cooling and exhaust systems are to be housed in a suitable weather protected enclosure which is to be permanently installed outdoors. The automatic transfer switch may be installed in the generator enclosure or be installed in a separate NEMA 3R SS secure enclosure.
- C. Where conflict between drawings, specifications or code occurs, the Contractor shall assume and provide the more stringent of the alternatives to the County.
- D. Contractor shall secure all required building permits including the electrical, concrete and fire department reviews. Contractor to provide all required drawings and certifications required to secure these permits. If indicated below, contractor will also provide Flood Certification.

1.02 RATINGS

- A. Generator set for LS Tara 7, RTU #616 is to be installed at:

6507 Tailfeather Way

BRADENTON, Florida

This generator set is to be of suitable power to drive a total of 2 submersible 230 volt, 10 horsepower induction motor pumps, the current main breaker for the station is: SD KAL36225. This site shall be natural gas fueled. ATS manual by-pass switch is not required at this site. This site is not in a flood zone and flood certification is not required. The color of the generator set coating shall be Pantone Green 5545C.

- B. Generator set for LS Tara 8, RTU #617 is to be installed at:

6803 Tailfeather Way

BRADENTON, Florida

This generator set is to be of suitable power to drive a total of 2 submersible 230 volt, 7.5

horsepower induction motor pumps, the current main breaker for the station is: SD QOU3100. This site shall be natural gas fueled. ATS manual by-pass switch is not required at this site. This site is not in a flood zone and flood certification is not required. The color of the generator set coating shall be Pantone Green 5545C.

- C. Generator set for LS Garden Lakes, RTU #475 is to be installed at:

5407 37th Street East.

BRADENTON, Florida

This generator set is to be of suitable power to drive a total of 2 submersible 230 volt, 20 horsepower induction motor pumps, the current main breaker for the station is: SD QBL32200. This site shall be diesel fueled with a sub-base fuel tank. ATS manual by-pass switch is not required at this site. This site is in a flood zone and flood certification is required. The color of the generator set coating shall be Pantone Green 5545C.

- D. Generator set for LS River Wilderness 1, RTU #529 is to be installed at:

3441 Brookridge Lane.

BRADENTON, Florida

This generator set is to be of suitable power to drive a total of 2 submersible 230 volt, 5 horsepower induction motor pumps, the current main breaker for the station is: SD QOU3070. This site shall be diesel fueled with a sub-base fuel tank. ATS manual by-pass switch is not required at this site. This site is not in a flood zone and flood certification is not required. The color of the generator set coating shall be Pantone Green 5545C.

- E. Generator set for LS Tara 2, RTU #497 is to be installed at:

6901 Stone River Road.

BRADENTON, Florida

This generator set is to be of suitable power to drive a total of 2 submersible 230 volt, 7.5 horsepower induction motor pumps, the current main breaker for the station is: SD QOU3060. This site shall be natural gas fueled. ATS manual by-pass switch is not required at this site. This site is not in a flood zone and flood certification is not required. The color of the generator set coating shall be Pantone Green 5545C.

- F. Generator set for LS Tara 6, RTU #613 is to be installed at:

7406 Tara Preserve Lane

BRADENTON, Florida

This generator set is to be of suitable power to drive a total of 2 submersible 230 volt, 7.5 horsepower induction motor pumps, the current main breaker for the station is: SD QOU3100. This site shall be natural gas fueled. ATS manual by-pass switch is not required at this site. This site is not in a flood zone and flood certification is not required. The color of the generator set coating shall be Pantone Green 5545C.

PLEASE NOTE : The induction pump motors providing the loads at the above sites all have the following characteristics and the generator sets supplied with this contract are to be built and sized bearing these facts in mind:

1. NEMA LRA Code H
2. Started with full voltage starters-maximum allowable voltage dip at start is 20%-loading will be sequential, (i.e., after each pump is brought up to speed the next one will be started)
3. 240 or 480 VAC (as required in the above sites)
4. 3 Phase
5. 60 HZ.

ALSO: Each generator is to be built with the following characteristics/conditions:

1. Generator sized as a sequence load.
2. Standby Emergency Rating
3. Power Factor = 0.8
4. Site Altitude = 100 feet
5. Range of Site Ambient Temperatures = 20 - 120° F.

1.03 GENERATOR SET PERFORMANCE

- A. The voltage regulation of each set shall be $\pm .5\%$ of rated voltage for any constant load from the range of no load to full rated load.
- B. The frequency regulation of each set shall be accomplished through an isochronous electronic governor from the range of steady state no load to steady state full rated load.

1.04 SUPPLIER

- A. The complete package - engine, generator, automatic transfer switch and other auxiliary components shall be provided from a single manufacturer/supplier. The supplier shall be the manufacturer's authorized distributor who shall maintain a service center capable of emergency maintenance and repairs with a consistent record of a maximum of four hours response time. The supplier shall have 24 hour/365 days per year service availability and factory trained service technicians authorized and capable to perform warranty service on all warrantable products.

1.05 SUBMITTALS

- A. Prior to and a requirement of contract award, the apparent low bidder shall provide references from at least 3 local municipalities or other businesses that have at least 5

similar type emergency generators in service with response time requirements similar to this contract. The actual service responses will be verified for response time consistency and customer satisfaction.

- B. As a minimum for all equipment specified and provided, for each site, submit the following in pdf format to Manatee County. No equipment is to be ordered until the submittal is approved:
1. Specification and application data sheets for the entire system supplied.
 2. Shop drawings showing a dimensioned outline plan and elevation views of the system with certified overall and interconnection point dimensions. Indicate fabrication details, dimensions, weights, loads, required clearances, components, location and size of each field connection and method of field assembly.
 3. Manufacturer's installation instructions.
 4. Interconnection wiring and piping diagrams which show all external connections required. Show field wiring terminals with markings in a consistent point to point manner.
 5. Manufacturer's applicable published warranty documents.
- C. Prior to the County's acceptance of generator site(s), the Contractor shall submit the following for each generator site(s):
1. Generator field test results showing compliance with the specifications.
 2. Signed and sealed final record site plan prepared by a Professional Surveyor registered in the State of Florida showing all existing and new above ground facilities / improvements, new underground conduit and fuel line locations, and property corners. A CAD file of the project survey can be requested from the County, if available.

The following information shall be provided on the final record site plans:

Location in X & Y	ATS, natural gas meter (if applicable)
Location in X, Y & Z	Egen slab, fuel tank slab (if separate from Egen slab), all new underground pipes and conduits
Location in Z (elevation)	top of fuel tank, bottom of ATS, bottom of Egen (if not on top of a fuel tank)
Call outs	Egen size in KW, conduit size, fuel tank size in gallons (if applicable)

1.06

WARRANTY

- A. A comprehensive, no deductible warranty shall be supplied for the complete electrical power system (the generator set, controls and associated switches, switchgear, automatic transfer switch and all accessories) supplied for each installation. The complete systems shall be warranted by the manufacturer against defects in materials and workmanship for a period of five years or 1500 hours of operation; whichever occurs first from the date of system startup. This warranty coverage shall include parts, labor, and travel expenses.
- B. The warranty of the coating of the enclosure and fuel tank shall be a non-deductible,

unlimited warranty against rust and corrosion for a period of ten years.

PART 2 PRODUCTS - AT EACH SITE:

2.01 AC GENERATOR

- A. Each generator shall be:
1. Used for 60 Hz Operation, 240 Volt or 460 Volt output voltage
 2. 4- Pole - 1800 RPM - Revolving Field Synchronous Machine
 3. Stator Winding to be .667 Pitch
 4. Air Cooled by Shaft Mounted Fans
 5. 12 Leads for Output Connections
 6. Class H Insulation System
 7. Temperature Rise by Resistance not to Exceed 125° C at Full Load
 8. The stator shall have vacuum impregnated windings with fungus resistant epoxy varnish.
- B. Utilize a permanent magnet generator for excitation power to an automatic voltage regulator. The permanent magnet generator shall sustain main field excitation power for optimum motor starting and to sustain short circuit current for selective operation and coordination of system over current devices.
- C. The automatic voltage regulator shall be a temperature compensated solid state design. It shall be equipped with 3-phase RMS sensing. The regulator shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. The regulator shall include an under frequency rolloff torque-matching characteristic which shall reduce output voltage in proportion to frequency below a threshold of 58 hz. The torque matching characteristic shall include differential rate of frequency change compensation to use maximum available engine torque and provide optimal transient load response. Regulators which use a fixed voltage per hz. characteristic are not acceptable.
- D. Provide a generator main circuit breaker. This breaker is to be set mounted and wired, molded case thermal-magnetic rated for proper generator set operation. The breaker shall be UL listed. Field circuit breaker shall not be acceptable for the purpose of generator overcurrent protection. The generator circuit breaker shall incorporate:
1. Tripping characteristic: designed specifically for generator protection.
 2. Trip rating is to be matched to generator rating.
 3. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.
 4. Mounting Position: Adjacent to or integrated with control and monitoring panel.
- E. Provide a microprocessor-based unit that will continuously monitor current level in each phase of generator output. When signaled by the protector or other generator set protective device, a shunt-trip device in the generator disconnect switch shall open the switch to disconnect the generator from the load circuits. This microprocessor-based unit shall also:
1. Initiate a generator overload alarm when the generator has operated at an overload equal to 110% of full load for 60 seconds.
 2. Under single or three phase fault conditions, it shall regulate the generator to 300% or rated full load current for up to 10 seconds.

3. When the heating effect of overcurrent on the generator approaches the thermal damage point of the unit, the processor shall switch the excitation system off and open the generator disconnect switch to shut the generator down.
 4. Sense the clearing of a fault by other overcurrent devices and control the recovery of the rated voltage to avoid overshoot.
- F. Leads for water jacket heaters and space heaters shall be housed in their own separate conduit box.
- G. Provide alternator strip heater or thermostatically controlled space heater(s) per manufacturer's recommendation to keep moisture out of the windings.

2.02

INSTRUMENTATION AND CONTROL

- A. Each generator set is to be capable of being started and shutdown through an automatic transfer switch or manually.
- B. Manually, the control shall have automatic remote start capability from a panel mounted three position (Stop, Run, Remote) switch. When the control panel is selected to the "Run" position, the generator set starts and runs. When selected to the "Stop" position, a shutdown is initiated. The "Remote" position allows the set to be operated from a remote location.
- C. An emergency stop button will also be installed to shut the system down. This button should be red, a minimum of two inches in diameter, labeled "STOP" and installed in a conspicuous location on the generator set. It shall be reusable and resettable.
- D. The control shall shut down and lock out upon: failing to start (overcrank), overspeed, low engine oil pressure, high engine coolant temperature, or operation of a remote manual stop station. A panel mounted switch shall reset the engine monitor and test all the lamps. Lamp indications on the control panel shall include as a minimum:
1. Overcrank Shutdown - Red
 2. Overspeed Shutdown - Red
 3. High Coolant Temperature - Red
 4. Low Engine Oil Pressure - Red
 5. High Engine Coolant Temperature Prealarm - Yellow
 6. Low Engine Oil Pressure Prealarm - Yellow
 7. Low Fuel - Yellow
 8. Run - Green
- E. Each generator set is to be set up by the manufacturer to indicate to a remote location through the County's RTU system:
1. When generator set is in operation.
 2. When generator fails (no commercial or generator power).

The County's RTU system uses discrete- type signals with N/O type contacts. . Contractor will run #16 stranded pair wires from the signal contacts to the RTU panel, County will make the connections at the panel. All basic system controls, operating and annunciating indicators, generator meters, engine gage and associated transformers, disconnect switches and circuit breakers are to be mounted in a NEMA 1 enclosure control panel on the generator set base through vibration isolators.

F. 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: with $\pm 2\%$ full scale accuracy:
 - a. Oil Pressure
 - b. Engine Coolant Temperature
 - c. Voltmeter for the DC Battery
2. Gages for generator: with $\pm 2\%$ full scale accuracy:
 - a. AC Ammeter - dual range
 - b. AC Volt Meter - dual range
 - c. Frequency Meter - range of 45-65 Hz.
3. Elapsed Time Meter
4. 0-3000 RPM Tachometer - 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.

G. 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.

H. Contractor shall install four wire pairs from the generator control panel to the existing RTU control panel: generator running, generator failed, low fuel, and a spare pair. County shall make the actual connections to the RTU system.

I. All electrical penetrations in any enclosure shall be properly sealed from the weather.

J. Primary power disconnect switch on the LS control panel shall be identified with an NFPA compliant Main Disconnect label.

2.03 ENCLOSURE

A. The generator set and all the equipment supplied in this contract, shall be operated in a stationary outdoor environment. At each site, it shall:

1. Require weather protected enclosures. These enclosures shall protect the unit and all equipment and devices from the elements of the weather to include rain and winds to 140 MPH. All enclosures, boxes, trays, etc shall have weep holes for condensation or water intrusion drainage. Any oil containment / catchment areas shall have provision to drain off water. The enclosure shall provide adequate ventilation for cooling and operation under full load conditions.
2. The enclosure shall be constructed of at least 14 gauge steel or aluminum or an approved material of similar strength and durability. The enclosure (if metal) shall

have an electrostatically applied, baked on, powder coated enamel or polyester finish 1.5 to 2.5 mil. The color of the coating shall be "Buff" or Pantone Green 5545 C, as noted on the drawings, and must be approved by Manatee County prior to installation of the product.

3. The housing shall have hinged side access doors and a rear control door that are easy to remove. All doors shall be provided with padlock hasps so that the County can install their standard padlocks. All handles, hinges, hasps, and all exterior bolts and screws shall be 316 stainless steel and tamper-proof. All tamper-proof screws shall utilize the 6 lobe pin TX or Torx® pin-head security fasteners shall be used.
4. The housing shall be factory assembled to the generator set skid base. The skid base shall be firmly fastened to a concrete foundation which is to be provided and installed as part of this contract. The skid base exterior coating shall match the generators coating in all respects. All metal surfaces coming in contact with concrete or grout shall be coated with coal tar epoxy equal to Koppers 300M. A 1/32-inch neophrene gasket between the metal surface(s) and the concrete or masonry may also be used.
5. The engine and generator shall be removable from the base for maintenance purposes.
6. The skid is to have adequate strength and rigidity to maintain alignment of mounted components without depending on the concrete foundation. Lifting attachments shall be arranged to facilitate lifting with slings without damaging any components.
7. The base shall incorporate a battery tray with battery hold down clamps within the rails. Provisions for stub up of electrical conduits shall be within the footprint of the set. Vibration isolation shall be integral between the generator set and base.
8. The enclosure shall be a low noise or sound attenuated enclosure. The noise level at any load operating condition, in any direction from the enclosure, shall not exceed 75 dBA at a distance of five (5) meters from the enclosure unless noted otherwise on the plans

2.04

ENGINE

- A. The engine shall be a 4-cycle, direct injection diesel (or carbureted natural gas) with forged steel crankshaft and connecting rods suitable for continuous operation. It shall be designed for stationary applications and shall be complete with all necessary auxiliaries needed for operation of the AC generator.
- B. The engine shall have an electronic governor which shall provide isochronous frequency regulation.
- C. The engine shall have an electric starter and battery(ies). See the Starting System section for further details.
- D. Provide full flow lubrication oil filters with replacement spin-on canister elements. Provide a dipstick for oil level indication and an easily accessible fill location.
- E. Supply a replaceable dry element air cleaner with restriction indicator.
- F. Provide an engine mounted thermostatically controlled water jacket heater. The heater(s) wattage size shall be determined by the manufacturer. The heater voltage shall be single phase, 120V, 60HZ.

2.04.1

STARTING SYSTEM - ENGINE

- A. The battery(ies) used for cranking the engine shall be the lead acid type, 12 or 24 volt, sized as recommended by the generator manufacturer. The battery(ies) shall have sufficient capacity to crank the engine for at least three cycles of 15 seconds on - 15 seconds off, for a total of 75 seconds. They shall be provided as new with the entire manufacturer's warranty.
- B. The battery(ies) shall be fastened securely in its(their) own tray within the foot print of the skid. The tray shall be acid resistant.
- C. Include all interconnecting conductors and connection accessories.
- D. A battery charger of appropriate rating which is voltage regulated, shall be provided for the engine. It shall be sized for the proper current, input AC voltage and output DC voltage. The charger shall be equipped with float, taper and equalize charge settings.
- E. A meter on the charger shall provide a visual output reading of the charger.
- F. On the engine, provide a factory mounted alternator with solid state voltage regulation and 35 Amp minimum continuous rating.

2.04.2.A

FUEL SUPPLY SYSTEM- DIESEL ENGINE

- A. Provide a double walled fuel tank, made of heavy gauge construction that is designed for full weather exposure. Depending on the site, the tank may either be the stand-alone or sub-base type. There is to be visual tank to foundation clearance. The tank is to have the following features:
 - 1. Tank shall be UL 142 listed.
 - 2. The capacity of the fuel tank shall be sufficient to run the generator continuously for 96 hours at 75% load up to a maximum of 540 gallons.
 - 3. Equipped with a mechanical fuel gage and low fuel level alarm that may be monitored from a remote location by a RTU which uses N/O type contacts.
 - 4. Two inch NPT fuel opening with spill protection and a lockable lid which is easily accessible.
 - 5. Emergency pressure relief vent opening on the inner and outer tanks.
 - 6. Inner tank leak alarm kit and low fuel alarm that may be monitored in some remote location by an RTU.
 - 7. Basin drain.
 - 8. Overfill protection / containment.
 - 9. Provide an integral fuel pump of sufficient capacity to sufficiently charge the fuel lines under any start or run condition.
 - 10. The exterior coating of the fuel tank and skid base shall match the generator enclosure coating in all respects.
- B. The overall fuel system is to comply with all applicable NFPA regulations as well as those required by the Florida Department of Environmental Regulation. This includes NFPA compliant labels for the fuel shut-off location and application of Diesel HAZMAT symbol stickers.
- C. Provide an anti-siphon valve in the fuel line at the output of the tank.

- D. A fuel filter shall be installed between the fuel tank and fuel inlet to the engine. It shall have a fuel water separator. The filter element shall be disposable and be easily removed and installed for maintenance purposes.
- E. Provide supply and return fuel lines of sufficient diameter for all load requirements, flexibility for maximum resistance to fatigue due to component operation and made of material which has maximum resistance to corrosion due to environment and fuel supply.
- F. The skid base for the fuel tank shall be firmly fastened to a concrete foundation which is to be provided and installed as part of this contract. The fuel tank & skid assembly shall be removable from the base. Lifting points shall be provided for the tank skid. All metal surfaces coming in contact with concrete or grout shall be coated with coal tar epoxy equal to Koppers 300M. A 1/32-inch neophrene gasket between the metal surface(s) and the concrete or masonry may also be used.
- G. The fuel tank shall be full and topped off by the contractor when it is accepted by the County.

2.04.2.B FUEL SUPPLY SYSTEM- NATURAL GAS ENGINE

- A. Provide required piping, connections, regulator, etc. to tie into the natural gas supply meter installed by others. A sediment trap shall be installed downstream of the equipment shutoff valve as close to the inlet of the equipment as practical. The sediment trap shall be either a tee fitting with a capped nipple in the bottom opening of the run of the tee or other device approved as an effective sediment trap.
- B.

2.04.3 COOLING SYSTEM- ENGINE

- A. The engine shall be cooled by a unit mounted closed loop radiator system rated for full load operation in 50° C ambient condition with the ambient temperature as measured at the air inlet to the radiator. Radiator shall be provided with a duct adapter flange. The cooling system shall use a 50/50 (Prestone, Xerex or equivalent coolant and water) mixture provided by the supplier.
- B. Provide drain cocks or plugs in the engine block and radiator for easy changing and flushing of the coolant. Provide coolant drain extensions where necessary for easy access to the drainage device.

2.04.4 EXHAUST SYSTEM- ENGINE

- A. The muffler for the engine shall be the critical grade made from aluminized steel of thickness and design as recommended by the manufacturer. The muffler shall be housed within the generator enclosure.
- B. All exhaust piping shall be stainless steel. Vertical discharge exhaust shall be equipped with a rain cap, appropriate condensation drains in the piping, and the outlet, and shall be designed so no external rain or moisture may enter the engine from the outside even if the rain cap fails. Care must be exercised so there is no recirculation of exhaust gases into the intake system.
- C. The connection of the engine to the exhaust system shall be a flexible section of corrugated stainless steel pipe. The connection of the exhaust pipe to the muffler shall be

a stainless steel expansion joint with liners. The connection of the muffler to the end of the system shall be stainless steel pipe.

- D. The exhaust emissions shall fall within the guidelines of the EPA and other state and governmental agencies.

2.05

AUTOMATIC TRANSFER SWITCH

- A. Supply an automatic transfer switch at each site with built-in control logic monitors to sense any interruption in the utility supplied power. When the power fails, the automatic transfer switch starts the engine and transfers the load after the generator has reached proper voltage and frequency. When the utility power has been restored to the proper voltage and frequency, the automatic transfer switch will switch the load back to the utility source and after a time delay to sufficiently cool down the generator, shut down the engine. The utility power service size to each site shall be verified by the contractor and shall be factored in when determining the size of the automatic transfer switch.
- B. The automatic transfer switch may be housed within the generator enclosure, or in a separate rack mounted NEMA 3R enclosure. The enclosure shall be equipped with a solid door, rain shield and shall be constructed of at least 14 gauge 304 stainless steel. Per MC Stds, the rack shall consist of 3" Sched 40 SS posts with SS supports & hardware.
- C. The transfer switch shall meet or exceed the following standards for emergency standby power system automatic transfer switches:
1. UL 1008
 1. NFPA 110
 2. NEC - articles 700 thru 702
 3. NEMA 1 CS-2-447
- D. The automatic transfer switch is to have the following features:
1. Unit may or may not have a bypass switch with rating equal to the automatic transfer switch. The bypass switch shall be a manual type switch. A manual type bypass switch, that is installed on a concrete pad, is not required, for existing lift station sites that have site constraints, if noted on the construction drawings to provide a non-bypass automatic transfer switch.
 2. Suitable for emergency and standby applications on all classes of load.
 3. Adjustable normal source voltage sensing for pickup and dropout. The voltage is to be monitored line to line for all three phases of the switch.
 4. The normal source voltage sensing is to be adjustable from a minimum of 70%-90% of nominal voltage for drop out and a minimum of 75%-100% for pickup.
 4. There shall be a single phase sensing of the emergency source. It shall have an adjustable pickup setting of a minimum of 70% to 100% of nominal voltage.
- E. There shall be time delays activated in the automatic transfer switch as follows:
1. Provide an adjustable time delay to override momentary normal source outages. If the utility provided power does not correct itself to a nominal range of values for voltage and frequency before the time on the relay expires, then all applicable transfer and engine starting signals will be activated. If the power goes back into specification, then no transfer will take place.
 - a. Upon losing commercial power:
 - 30 seconds for time delay start

- 2 minutes to neutral transfer
 - 1 minute from neutral to emergency power
 - b. After commercial power is restored:
 - 10 minutes to neutral transfer
 - 1 minute from neutral to utility
 - 2. Provide an adjustable time delay for transferring the load to emergency power.
 - 3. Provide an adjustable time delay for retransferring back to the utility power from emergency power.
 - 4. Provide a non-adjustable (five minute minimum) unloaded running time for cool down of the generator after the power has switched back to the utility supply mode.
 - 5. Provide a time delay to absorb momentary voltage and frequency spikes or dips during initial genset loading.
- F. The automatic transfer switch shall be a 3-pole switch.
- G. The automatic transfer switch is to have a disconnect switch which will prevent transfer.
- H. The automatic transfer switch shall have in phase transfer control logic which will initiate an in phase transfer of motor loads between line sources. This logic shall help prevent nuisance tripping of distribution circuit breakers and damage to mechanical loads resulting from out of phase power transfer.
- I. The automatic transfer switch is to be designed to be completely front accessible.
- J. The automatic transfer switch is to have true double throw operation.
- K. The automatic transfer switch shall have a solid neutral connection with full rated terminal lugs for normal, emergency and load.
- L. The automatic transfer switch shall be equipped with a ground stud for the installation of customer provided ground terminations.
- M. The automatic transfer switch shall have, as a minimum, the following equipment for the control panel.
- 1. Microprocessor based electrical controls with circuitry protected against EMI, voltage transients, ESD, shock vibration, and other hostile environments.
 - 2. Analog or digital kilowatt meter, frequency meter, AC voltmeter and ammeter.
 - 3. Reset switch.
 - 4. LCD display, touch key pad, and LED indicators for user access to system information and settings. Provide a green light for when normal source is in operation and red light when generator is operating.
 - 5. Generator set exerciser control.
 - 6. Test pushbutton to simulate a normal power source failure.
 - 7. Provision for optional interface with a P.C.
- N. The automatic transfer switch shall have a surge suppressor which provides protection from transient voltage surges produced by lightning and other sources. The surge suppressors are to be composed of an array of matched metal oxide varistors with sufficient capacity to protect the transfer switch. It is to be connected to the normal power source terminals and installed at the factory.

2.06

SPARE PARTS

A. The spare parts at each site 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.

2.07 CONCRETE SLABS

A. The reinforced concrete slabs for the generator, fuel tank, and transfer switch are to be suitable to fully support the complete load under all load conditions with a reasonable safety factor and meet or exceed code requirements. The top of the slab shall be a minimum of two inches above the surrounding grade. The Manatee County Building Department will require the contractor to submit a plan for each poured-in-place reinforced concrete slab being installed. The concrete slab shall extend at least 6" beyond the edge of the base and body of the generator/fuel tank on each side unless the manufacturer's requirement is greater. The Building Department will accept a slab designed by the manufacturer for their respective generator, provided the back-up information accompanies each plan. If the manufacturer does not provide a slab design, then the contractor shall submit a slab design that is signed and sealed by a Florida Professional Engineer and meets the Florida Building Code.

PART 3 EXECUTION - AT EACH SITE:

3.01 INSTALLATION

- A. The contractor shall furnish and install the entire product to include all necessary site preparation, concrete foundation(s), electrical connections, and all devices described in this contract so that it is fully functional and operable as intended, including breakers and other modifications to the existing control panel for heaters, battery chargers, etc. The installation of the devices shall be per the manufacturer's instructions provided in item 1.05. The contractor shall connect the existing system equipment at each site to the equipment he is providing and insure compatibility between the system he is providing and the existing system. The contractor shall complete the installation of the equipment he provides to the existing site equipment to the degree that it shall not be necessary for the owner (Manatee County) to make further modifications or connections in order to have a fully functional system.
- B. The contractor shall install the generator, automatic transfer switch, and conduit as shown on the approved site plan he has prepared for each site.
1. County to provide an existing site plan.
 2. Contractor and Lift Station Superintendent shall meet on each site and determine the exact location for the generator, fuel tank and transfer switch.
- C. All wiring shall be installed in schedule 80 PVC conduit sized according to the National Electrical Code for the number and size of conductors contained within. All trenches for

underground installation of conduit shall be hand dug. Any electrical wiring that is installed between the lift station's wet well and the valve vault shall be installed in a carrier pipe that is strapped to the wet well or valve vault.

- D. Install the electrical components per Manatee County Standards (see typical wiring layouts in County Public Works Utility Standards 2011 details) US 23 & US 24.
- E. Install a 10# ABC fire extinguisher in a waterproof enclosure mounted to the main control cabinet support posts and install a KNOX lock on the enclosure fence gate locking chain, if applicable.

3.02 FIELD QUALITY CONTROL

- A. Upon completion of item 3.01, a factory authorized service representative of the product supplied is to inspect all field assembled and installed components and make any necessary corrections to insure proper equipment operation.

3.03 TESTING

- A. All test instruments used to perform the testing are to have been calibrated within the past 12 months. The calibration shall be performed in accordance with the standards of the National Institute for Standards and Technology.
- B. Perform the following on-site tests after items 3.01 and 3.02 have been completed:
 - 1. All necessary tests recommended by the manufacturer
 - 2. All NFPA 110 tests that are in addition to:
 - System Integrity Test: Verify proper installation, connection, and integrity of each of the components of the diesel generator system before and during operation.
 - Noise level test: Measure and calculate the A-weighted (DbA) levels emanating from the product assembly at five (5) meters for at least six equally spaced points around the enclosure while the machine is under load. Include such points as the exhaust discharge, and cooling air intake and discharge. The noise level test is to be taken at the site after installation and shall adhere to the conditions described in section 2.03A - item 9. Also refer to the test method as defined by ISO 3744.
 - Load Bank test: Run a two hour minimum test with all applicable field load (See section 1.02 for the ratings of the pump loads at each respective site). The automatic transfer switch is to be engaged and fully tested for all phases of operation during this test. The load bank may be either resistive or inductive. For purposes of the load test, the NEMA LRKVA/HP Code of the pump motors is H.
- C. Compare all measured quantities with required values of testing. Correct all deficiencies identified by tests and repeat test and correction procedure until specified test requirements are met. All problems and shortcomings in the product provided shall be remedied and corrected with no cost to the County.
- D. The County shall have the option of whether or not to witness all testing that is performed. Report all test results in writing to the County.

3.04 TRAINING AND DEMONSTRATION

- A. A factory representative of the product is to 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 for each site.

3.05 DELIVERY

- A. The product described in these specifications shall be fully installed and fully operational, tested and demonstrated within the agreed upon number of days after the award of the bid has been made.

3.06 NOTICE OF DELIVERY, TESTING, TRAINING AND DEMONSTRATION

- A. At least seven business days of notice is to be given by the contractor to the County for delivery, installation, testing, training and demonstration of the product.

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 5/8-inch and a length of 10-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.
- E. 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 connect to an existing plant, area or building grounding grid. Where no such grounding grid exists, the Contractor shall provide grounding as hereinafter specified and/or as shown on the Contract Drawings.
- B. Building grounding grid conductors shall be embedded in backfill material around the structures.
- C. 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.

- D. Grounding electrodes shall be driven as required. Where rock is encountered, grounding plates may be used in lieu of grounding rods.
- E. 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.
- F. All steel building columns shall be bonded together and connected to the building ground grid.
- G. Exposed connections shall be made utilizing approved grounding clamps. Buried connections shall be Cadweld, or approved equal, welding process.
- H. The ground bus of service entrance equipment shall be connected to the plant, area or building ground grid, whichever is applicable.
- I. For reasons of mechanical strength, grounding conductors extending from the plant, area or building grounding grid or service entrance ground bus, whichever is applicable, to the ground buses of motor control centers and/or unit substations shall be No. 1/0 AWG bare copper.
- J. Lighting transformer neutrals shall be grounded to the nearest grounding electrode.
- K. 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.
- L. Motors shall be grounded in accordance with Section 16150, Item 3.01.A of these Specifications.
- M. 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