



MANATEE COUNTY GOVERNMENT
INVITATION FOR BID (IFB) #12-0461-OV
RUBONIA AREA RESURFACING
NORTH COUNTY INFRASTRUCTURE IMPROVEMENTS
Manatee County, FL
(CDBG Project #5128760)

Manatee County, a political subdivision of the state of Florida, (hereinafter "Manatee County" or the "County" or "Owner") 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 **December 21, 2011 at 11:00 AM. Location: Manatee County Administration Building, 1112 Manatee Avenue West, Bradenton, FL 34205, Suite 803, Purchasing Division.** Attendance is not mandatory, but is highly encouraged.

A.03 – Details on securing documents may be found on page 3 of this IFB.

B.04 - Inspection of the site is a requirement to be considered for award and shall be acknowledged on page 37 of the Bid Form.

DEADLINE FOR CLARIFICATION REQUESTS: December 30, 2011 at 5:00 PM

TIME AND DATE DUE: January 10, 2012 at 2:00 PM in the Manatee County Purchasing Conference Room located at 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205.

This project is funded by a United States Department of Housing and Urban Development Community Development Block Grant (CDBG), as administered through Manatee County. There are federal regulations applied to the duration of the project's lifecycle. Bidders shall comply with such requirements, as outlined in Section E, "Compliance with Federal Laws." Federal and State Guidelines for this procurement.

FOR INFORMATION CONTACT:

OLGA VALCICH

(941) 708-7527

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AUTHORIZED FOR RELEASE: 



**IFB #12-0461-OV / RUBONIA AREA RESURFACING
NORTH COUNTY INFRASTRUCTURE IMPROVEMENTS
(CDBG Project #5128760)**

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SECTION A

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 #12-0461-OV, Rubonia Area Resurfacing, North County Infrastructure Improvements, Manatee County, FL (Project No. 5128760)"** 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 bidding documents for the project and/or products may be obtained, free of charge, at the Manatee County Administration Building located at 1112 Manatee Avenue West, Suite 803 Bradenton, FL 34205 between the hours of 8:00 AM to 4:00 PM., Monday through Friday, exception of holidays, Phone: 941-749-3014. 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 or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

A.04 BID DOCUMENTS (Continued)

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 and Proposal 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 and Proposals. 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 calendar days prior to the effective date of the award.

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

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 County in evaluating the request to modify the specifications. The County 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

December 30, 2011 at 5:00 P.M. shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to Manatee County Purchasing.

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 Bids 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 Manatee County Purchasing. 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.

A.07 CLARIFICATION & ADDENDA (Continued)

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 web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button and then clicking on the "Bids and Proposals" 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:

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

In the event the County determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all sources 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

A.09 UNBALANCED BIDDING PROHIBITED (Continued)

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 to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive 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: (1) the mistake is clearly evident on the solicitation document; or (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw and 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 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 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 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

A.16 COLLUSION (Continued)

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 County 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 for both Bid A and Bid B. 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 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 36 months following the date of being placed on the convicted list.

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

To insure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County.

In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification is attached for this purpose.

A.21 DISCOUNTS

Any discounts must be incorporated in the prices bid; and not shown separately. The prices as shown on the bid form shall be the price used in determining award(s).

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

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids 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.

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 become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Bids become "Public Records" THIRTY (30) days after the bid opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071. No announcement or review of the bid documents shall be conducted at the public opening of the bids.

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.mymanatee.org.

A.29 BE GREEN

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

A.30 SECTION 3 REQUIREMENTS

The purpose of Section 3 is to ensure that economic opportunities generated from HUD funded (partially or fully) projects will be directed to low- and very low-income persons. See Bid Article E.02 for the Section 3 Clause. The following minimum thresholds have been set by HUD for determining compliance with Section 3 requirements:

1. All contractors/subcontractors must attempt to fill at least 30% of newly created positions with Section 3 residents.
2. All prime contractors must attempt to award at least 25% of the total cost all subcontracts for Section 3 covered contracts to Section 3 businesses.
3. A combination of 1 and 2 ab

A.30 SECTION 3 REQUIREMENTS (Continued)**Demonstrating Compliance with Section 3 Resident Requirements**

All contractors and subcontractors must attempt to provide training and/or employment opportunities, as prioritized below, for at least thirty percent (30%) of newly created positions required for the project:

- i. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents)
- ii. Participants in HUD Youthbuild Programs (category 2 residents)
- iii. Homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located
- iv. Other Section 3 residents

Demonstrating Compliance with Section 3 Business Requirements

All prime contractors must attempt to award subcontracts to Section 3 businesses whenever feasible, as prioritized below:

- i. A business that is 51 percent or more owned by Section 3 residents; or
- ii. A business whose permanent, full time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within 3 years of the date of first employment with the business were Section 3 residents; or
- iii. A business that provides evidence of a commitment to sub-contract in excess of 25 percent of the dollar award of all sub-contractors to be awarded to businesses that meet the qualifications set forth in paragraphs 1 & 2 above

Manatee County is required to document Section 3 employment/training opportunities annually, on the Section 3 Summary Report, Economic Opportunities for Low- and Very Low Income Persons; Form HUD 60002 (Section H). Each contractor/subcontractor is required to assist Manatee County in HUD reporting requirements by submitting a Contractor and Subcontractor Report (Section H) with the first certified payrolls for each project. During the duration of the project, subsequent reports may be required to document any additional Section 3 hiring.

All efforts undertaken by each contractor/subcontractor to meet Section 3 requirements must be documented, regardless of whether those efforts result in job training or creation. The bidder selected for this project will be required to submit a Section 3 Plan for each contractor/subcontractor, which includes but is not limited to all efforts that will be undertaken to address Section 3 requirements, such as names and payroll histories of existing employees that will be utilized for the project, hiring needs by job classification, and efforts to secure Section 3 business concerns/residents.

For assistance in obtaining Section 3 status, contractors can contact the Manatee County Neighborhood Services Department (Bill O'Shea) at (941) 748-4501, extension 6858 for information. Section 3 status is not a requirement for award of this contract, but will be given preference in award evaluation.

A.31 E-VERIFICATION

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the State Agency.

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 B

BASIS OF AWARD

B.01 BASIS OF AWARD

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.

Award, with preference given to certified Minority or Woman Business Enterprises and Section 3 businesses (MBE/WBE/SEC3), shall be to the responsive, responsible bidder(s) meeting specifications and **having the lowest Total Bid Price for Bid "A" or the lowest Total Price for Bid "B"** 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 this Bid Document to the County's satisfaction within the prescribed time. **Inspection of the project site(s) is a prerequisite for award.**

Based upon the requirements of the Community Development Block Grant, the bid received from a MBE/WBE/SEC3 shall be given preference in award, if it is reasonable and no more than 10% higher than the bid of the lowest responsive bid from any qualified bidder. If no responsive bid received by a MBE/WBE/SEC3 is within 10% of the lowest responsive bid from any qualified bidder, the award shall be made to the qualified bidder with the lowest responsive, responsible bid.

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a MBE/WBE/SEC3 shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids or neither of these bids are received from a certified MBE/WBE/SEC3 business, the bid received from a local business shall be given preference in award. If neither of the tie bids received are from a MBE/WBE/SEC3 or 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 QUALIFICATION OF BIDDERS

All prime contractors and subcontractors identified in the bid submittal must register with Suncoast Workforce, an employer recruiting service organization. Contractors should contact Peter Kiziu at the Suncoast Workforce Office. Office located at 3526 Ninth Street West, Bradenton, Florida, 34205, phone: (941) 358-4200, Ext. 3136, cell: (941) 586-3548, fax: (941) 358-2944. email: PKIZIU@Suncoastworkforce.org. **Proof of registration must be included in the bid submittal.**

Each bidder must secure 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.

Each bidder shall be Pre-Qualified with the Florida Department of Transportation. The minimum license requirement for this project is a General Contractor. Proof of Pre-Qualification with the State of Florida (FDOT) shall be submitted with this bid.

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

To be considered for award of this project, the contractor shall not be debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five 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 herein.

B.03 QUALIFICATIONS OF BIDDERS (Continued)

Bidders are to submit with their bid:

1. Proof of registration with the Suncoast Workforce Office
2. MBE/WBE/SEC3 must provide proof of certification
3. Bid Form pages
4. Section H Certification Form (1)
5. Copy of Firm's Policy or program relating to a Drug Free Workplace
6. Copy of the license (s)

B.04 INSPECTION OF SITE

Prior to submission of bid, each bidder shall visit the site to become familiar with all conditions that may affect services that are required to completely execute the full intent of these specifications. Site Visit shall be acknowledged in Section G, Bid Form, page 37.

B.05 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 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 Standards and Procedures approved by the County Administrator).

END OF SECTION "B"

SECTION C

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 a purchase order.

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 thereunder 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" 30 calendar days and Bid "B" based on 40 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. **PROJECT SHALL BE COMPLETED BY MARCH 9, 2012.**

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 **\$388.00** 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 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 within 20 days after the pay estimate has been approved by the County. It is the Contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor.

C.05 PAYMENT (Continued)

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.

The price bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor, permits/notices, materials, and equipment required to accomplish the Work. Lump sum payment shall be within 20 days of acceptance of the Work by the County and receipt of a verifiable invoice stating the work location and purchase order number.

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 purpose and function 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

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 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 Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

C.14 INSURANCE (Continued)

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) to 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>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Ni
Medical Expense (Any One Person)	\$ Nil

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. Owners 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).

C.14 INSURANCE (Continued)**g. Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs 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 year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

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

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 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. Retainage:**(Contract under \$ 100,000)**

A **retainage** of 10% of the total contract amount shall be withheld from all payments until 50% of the Work has been completed. After 50% completion, the retainage shall be reduced to 5% of the total contract amount, and one half of the previously withheld amount shall be paid to the Contractor. The remaining retainage shall be included in the final payment.

(Contract over \$ 100,000)

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the Owner reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work.

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 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 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)

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 to remain in effect for one 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

C.17 NO DAMAGES FOR DELAY (Continued)

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 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.

END OF SECTION "C"

SECTION D SPECIFICATIONS

D.01 THE WORK

The Work shall be done in accordance with FDOT Standards for Roads and Bridges 2010 Edition. This project consists of milling the existing asphalt, hauling the milled asphalt material to the county yard located at 69th St. East, Palmetto, FL and resurfacing the road with 1 ¼" of Super Pave 9.5 asphalt. Additional work includes the base repair located at 70th St. Court East, Rubonia, FL. The contractor shall remove the existing base and replace with 3 ½" of Super Pave 12.5. The Contractor shall ensure that all driveways within the project limit transition smoothly from existing driveway to the newly paved road. All shoulders shall not be lower than an inch (1") from the finished pavement elevation.

Resurfacing will take place on the following streets in the Rubonia area, North County Infrastructure: 69th Street Court East, 70th Street Court East, 71st Street East, 71st Street Court East, 72nd Street East, 11th Avenue East, 12th Avenue Drive East, 14th Avenue East, 15th Avenue East and 15th Avenue Drive East.

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications and as shown on the Contract Drawing.

The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and / or restoration required as a result of damages caused prior to acceptance by the Owner.

The Contractor shall furnish and install all materials equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

The Work shall be constructed in accordance with the contract documents and the applicable state, county and local laws, rules, ordinances, and permits.

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.

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS (Continued)

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.

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

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE (Continued)

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 identified in the Contract Documents.

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 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.

END OF SECTION "D"

SECTION E

COMPLIANCE WITH FEDERAL LAWS

E.01 GENERAL PROVISIONS

- a) Equal Employment Opportunity – Contractor is required to comply with EO 11246, “Equal Employment Opportunity,” as amended by E.O. 11246, Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR, Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”; and
- b) Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S. 276c) Contractor is required to comply with the Copeland “Anti-Kickback” Act (18 USC 874), as supplemented by Department of Labor Regulations (29 CFR Pat 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled; and
- c) Rights to Inventions Made Under a contract – Contractor shall comply with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD; and
- d) Byrd Anti-Lobbying Amendment (31 U.S.C., 1352) – Contractor is required to file the required certification for bids over \$100,000. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award; and
- e) Debarment and Suspension – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O 12549. Contractors with awards that exceed the small

E.01 GENERAL PROVISIONS (Continued)

purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees; and

- f) Drug-Free Workplace Requirements – The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Contractor is required to comply with drug-free workplace requirements in accordance with the Act and with HUDs rules at 24 CFR part 24, subpart F; and

E.02 SECTION 3 CLAUSE

- a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended; 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding; if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135; and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in

E.02 SECTION 3 CLAUSE (Continued)

- a) this section 3 clause; upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations in 24 CFR Part 135
- b) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with section 3 covered Indian housing assistance; section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

E.03 FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS

- a) **Davis Bacon Act**, as amended (40 U.S.C. 267a to a-7) – **Contractor is required to comply with the Davis-Bacon Act** (40 U.S.C 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of labor. In addition, contractors shall be required to pay wages not less than once a week. (See Attachment #1 for Current Federal Wage Decision); and

E.03 FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS (Continued)

- b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)
Contractor is required to comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous; and

- c) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.); and

E.04 BONDING REQUIREMENTS FOR PROJECTS OVER \$100,000

- a) A bid guarantee equivalent to five percent (5%) of the bid price is required. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument which must be submitted with the bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified; and
- b) Performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract; and
- c) A payment bond on the part of the contractor for 100% of the contract price. A “payment bond” is one executed in connection with a contract to assure payment is required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

E.05 LABOR STANDARDS (PROJECTS OVER \$2,000)

The following Federal Labor Standards provisions are in effect and must be complied with by all contractors and subcontractors. As before mentioned it is mandatory that these legislative acts are complied with. Specific reporting requirements include, but shall not be limited to the following:

- a) Federal Wage Decision for Manatee County in Florida. Per the Davis-Bacon Act, these are applicable prevailing federal wage rates for this project. There are no State prevailing wage rates. These wage rates will be compared against those posted by the U.S. Department of Labor.

In the event the Federal Wage Decision has been updated, proposers will be notified in writing in accordance with the current Federal Wage Decision (See Attachment #2); and

- b) United States Department of Labor, Payroll Form WH-347 (OMB Approval No. 1215-0149) with accompanying Statement of Compliance. Per the Davis-Bacon Act and the Copeland Act, the awarded contractor and its subcontractor's are required to submit weekly payrolls, being accompanied by the Statement of Compliance, bearing an original signature; and
- c) United States Department of Housing and Urban Development and the Office of Labor Relations, Record of Employee Interview, Form HUD-11 (OMB Approval No 2501-0009). Employees of the Contractor and its sub-contractors will be interviewed at different intervals for public recording purposes only, and is used to measure compliance with the Federal Labor Standards.

END OF SECTION "E"

SECTION F

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

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

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

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

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on www.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 on line registration: **www.mymanatee.org**

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

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

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

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

F.02 SECTION 2-26-6 LOCAL PREFERENCE, TIE BIDS, LOCAL BUSINESS DEFINED

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

F.02 SECTION 2-26-6 LOCAL PREFERENCE, TIE BIDS, LOCAL BUSINESS DEFINED (Continued)

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

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

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

A. AUTHORIZED REPRESENTATIVE

I, [name] _____, am the [title] _____

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

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

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

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

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

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

(Notary Seal) Signature of Notary: _____

Name of Notary (Typed or Printed): _____

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

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

BID FORM BID "A" AND BID "B"

For: **IFB #12-0461-OV / Rubonia Area Resurfacing, North County Infrastructure Improvements Manatee County, FL (CDBG Project #5128760)**

Submit in Triplicate

TOTAL BID PRICE "A": \$ _____

Based on a Completion Time of 30 calendar days

TOTAL BID PRICE "B": \$ _____

Based on a Completion Time of 40 calendar days

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 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 procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Print Person's Name: _____

Address: _____ Phone: _____

Date: _____ EMAIL: _____

COMPANY'S NAME: _____

MBE: ____ WBE: ____ SEC3 ____

AUTHORIZED SIGNATURE(S):

Name and Title of Above Signer(s)

CO. MAILING ADDRESS:

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

Acknowledge Addendum No.: _____ Dated: _____

Acknowledge Addendum No.: _____ Dated: _____

SIGN AND CONFIRM DATE OF PROJECT VISIT: _____ DATE: _____

S://IFB#12-0461-OV.Rubonia.Resurfacing.No.Co.Infrastructure Project

SECTION G
(Submit In Triplicate)

BID FORM FOR BASE BID "A"

Based on a Completion Time of 30 Calendar Days

**For: IFB #12-0461-OV, Rubonia Area Resurfacing, North County
Infrastructure Improvements (CDBG Project #5128760)**

LINE NO.	FDOT ITEM NO.	DESCRIPTION	U/M	EST QTY	UNIT PRICE	EXTENDED PRICE
1	101	Mobilization	LS	1	\$	\$
2	330	Clip and Clean	LS	1	\$	\$
3	327	Asphalt Milling	SY	17,006	\$	\$
4	327	Base Milling	SY	117	\$	\$
5	330	Sweep, Tack, Spread and Compact	TON	1170	\$	\$
6	334	FDOT Super Pave 9.5 (Surface Course)	TON	1150	\$	\$
7	234	FDOT Super Pave 12.5 (Base Repair)	TON	20	\$	\$
8	102	Maintenance of Traffic	LS	1	\$	\$
9		Discretionary	LS	1	\$	\$14,000.00
		TOTAL PRICE BASED ON BID "A" 30 CALENDAR DAY COMPLETION TIME				\$

Bidder: _____

Authorized Signature: _____

SECTION G
(Submit In Triplicate)
SUBCONTRACTOR'S PERCENTAGE
BID FORM FOR BASE BID "A" Based on 30 Calendar Day
Completion Time

For: **IFB #12-0461-OV, Rubonia Area Resurfacing, North County Infrastructure**
Improvements CDBG Project #5128760

WORK BY SUBCONTRACTORS / BASE BID "A" BASED ON 30 CALENDAR DAY
COMPLETION TIME

ITEM NO.	FDOT ITEM NO.	DESCRIPTION	%	MBE/WBE/ SEC3	DESCRIPTION OF WORK BY SUBCONTRACTOR
1	101	Mobilization			
2	330	Clip and Clean			
3	327	Asphalt Milling			
4	327	Base Milling			
5	330	Sweep, Tack, Spread and Compact			
6	334	FDOT Super Pave 9.5 (Surface Course)			
7	234	FDOT Super Pave SP 12.5 (Base Repair)			
8	102	Maintenance of Traffic			

(This is a duplication of bid items where the Bidder shall state the percentage to work (of each item listed) and a description of the work which shall be performed by a subcontractor).

Bidder: _____

Authorized Signature: _____

S://IFB#12-0461-OV.Rubonia.Resurfacing.No.Co.Infrastructure Project

SECTION G
(Submit In Triplicate)
BID FORM FOR BASE BID "B"
Based on 40 Calendar Day Completion Time
For: **IFB #12-0461-OV, Rubonia Area Resurfacing, North County**
Infrastructure Improvements (CDBG Project #5128760)

LINE NO.	FDOT ITEM NO.	DESCRIPTION	U/M	EST QTY	UNIT PRICE	EXTENDED PRICE
1	101	Mobilization	LS	1	\$	\$
2	330	Clip and Clean	LS	1	\$	\$
3	327	Asphalt Milling	SY	17,006	\$	\$
4	327	Base Milling	SY	117	\$	\$
5	330	Sweep, Tack, Spread and Compact	TON	1170	\$	\$
6	334	FDOT Super Pave 9.5 (Surface Course)	TON	1150	\$	\$
7	234	FDOT Super Pave 12.5 (Base Repair)	TON	20	\$	\$
8	102	Maintenance of Traffic	LS	1	\$	\$
9		Discretionary	LS	1		\$14,000.00
		TOTAL PRICE BASED ON BID "B" 40 CALENDAR DAY COMPLETION TIME				\$

Bidder: _____

Authorized Signature: _____

SECTION G
(Submit in Triplicate)

SUBCONTRACTOR'S PERCENTAGE

For: **IFB #12-0461-OV, Rubonia Area Resurfacing, North County Infrastructure Improvements CDBG Project #5128760**

BID FORM FOR BASE BID "B" Based on 40 Calendar day Completion Time

**WORK BY SUBCONTRACTORS / BASE BID "A" BASED ON 40 CALENDAR DAY
COMPLETION TIME**

ITEM NO.	FDOT ITEM NO.	DESCRIPTION	%	MBE/WBE/ SEC3	DESCRIPTION OF WORK BY SUBCONTRACTOR
1	101	Mobilization			
2	330	Clip and Clean			
3	327	Asphalt Milling			
4	327	Base Milling			
5	330	Sweep, Tack, Spread and Compact			
6	334	FDOT SP9.5 (Surface)			
7	234	FDOT SP 12.5 (Base			
8	102	Maintenance of Traffic			

(This is a duplication of bid items where the Bidder shall state the percentage to work (of each item listed) and a description of the work which shall be performed by a subcontractor).

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. #12-0461-OV
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 Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

<u>Trench Safety Measure (Description)</u>	<u>Units of Measure (LF, SY)</u>	<u>Unit Quantity</u>	<u>Unit Cost</u>	<u>Extended 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 _____, 20____.
(impress official seal)

Notary Public, State of Florida

My commission expires: _____

(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.

1. LICENSE # and COMPANY'S NAME: _____
 CO. PHYSICAL ADDRESS: _____
 STATE OF INCORPORATION, IF APPLICABLE: _____
 TELEPHONE NUMBER: () _____ FAX: () _____
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 venturers and the same if any venturer is a corporation, partnership, or joint venture:

4. Your organization has been in business (under this firm's name) as a _____
 for how many years? _____ Years experience in directional drilling, in particular pilot hole steering and position monitoring? _____
5. 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?

6. 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:

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

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

9. What specific physical conditions found will, in any manner, affect cost, progress, performance, or finishing of the work?

10. If any, list (with contract amount) WBE/MBE/SEC3s to be utilized, including self:

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

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

13. List the following in connection with the Surety which is providing the Bond(s), if applicable:

Surety's Name: _____

Surety's Address: _____

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

Phone: (_____) _____

SECTION H

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 5, MANATEE COUNTY PURCHASING CODE

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

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

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

whose business address is: _____

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

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

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

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

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

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

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall

include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business Public Contracting and Environmental Crimes Certification (Continued)

entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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 Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

Notary Public Signature My commission expires _____

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

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

**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 "COUNTY" and _____ hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at located at _____.

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **IFB#12-0461-OV, Rubonia Area Resurfacing, North County Infrastructure Improvements (CDBG Project #5128760)** 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, Project Management Department, is responsible as the COUNTY and "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee
Project Management Division, Public Works Department
Attn: Brian Martineau, Sr. Engineering Specialist
Ref: IFB #12-0461-OV
1022 26th Avenue East
Bradenton, FL 34208
Phone No.: (941) 708-7450 / Extension 7243

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

Article 3. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY 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 COUNTY 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 COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

Article 4. CONTRACT DOCUMENTS

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

- 4.1 This Agreement and Bid Document **IFB#12-0461-OV**
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda ____ and ____ 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 COUNTY 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. #12-0461-OV Rubonia Area Resurfacing, North County Infrastructure Improvements, Manatee County, FL (CDBG Project #5128760)**) subject to additions and deduction as provided therein, the sum of _____ **Dollars and Zero Cents (\$XXXXXX.00)** for **Based on Bid "X" with a Completion Time of XX calendar days** and the sum of **\$388.00** as liquidated damages for each calendar day of delay.

CONTRACTOR

BY: _____
Signature

Name and Title of Signer (printed)

Date: _____

MANATEE COUNTY GOVERNMENT

BY: _____ For the County
Signature

R. C. "Rob" Cuthbert, CPM, CPPO, Purchasing Official
Name and Title of Signer

Date: _____

SECTION J 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 County and Contractor covering the Work to be performed; other contract documents are attached to the Agreement and made a part thereof as provided therein.

Amendment - A written amendment of the contract documents, signed by County 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 County's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made by a majority vote of a quorum of Manatee County Board of County Commissioners in open session; or by the Purchasing Official 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 County, 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, Contract Documents, 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 County 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 County-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by County.

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 County 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 County has entered into an Agreement.

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

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 County).

Discretionary – Payment for all work that shall be made only at the County'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 County, 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 County, 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.

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 Ordinance 09-52, Manatee County Purchasing Code.

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 County (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.

Preconstruction Conference - Prior to starting the Work, a meeting scheduled by County 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 County who is assigned to the project or any part thereof.

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 County.

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 County 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 County to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The County 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 County, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the County, 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 County's review and approval. In addition, more detailed schedules may be required by the County 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 County as insufficient or improper for securing the quality of work required or the required rate of progress, the County 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 County to demand any increase of such efficiency or any improvement shall not release the County 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 County may require the Contractor to remove from the Work such employees as the County deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the County's interest.
- 2.4 The County 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 County 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 the County of Manatee.

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 County, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.

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

3.3.1 A Formal Written Amendment

3.3.2 A Change Order

3.3.3 Administrative Contract Adjustment (ACA)

- 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 County'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 County 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 County on account of such overtime work. At County'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 County 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 County or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of County 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. County 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 County. 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 County'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 County, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County prompt written notice if Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If County 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, County/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 County 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. County 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 County 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 contract documents. No verbal agreement or conversation with any officer, agent or employee of the County, 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 County in writing, and the County 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 County shall furnish the data required of County under the contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than 45 days) after the Work has been accepted by the County. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the contract documents shall be determined by the County/Engineer. Standard County forms shall be utilized.
- 5.2 The County 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 County 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, County 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 County and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by County, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the contract price or contract time for the proposed change. Engineer shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7 - CHANGE OF CONTRACT PRICE

- 7.1 The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the contract price.
- 7.2 The contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.

- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at County's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
 - 7.3.2 By mutual acceptance of lump sum.
 - 7.3.3 On the basis of the cost of the Work, plus a 20% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either County 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 County 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 County 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 years or as otherwise stated herein) and guarantees to County that all work will be in accordance with the contract documents and will not be defective; that County, representatives of County, 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 County).
- 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, County 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 County 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, County may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County 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 County has paid

Contractor but which are stored elsewhere. All direct, indirect and consequential costs of County 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 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 County and in accordance with County's written instructions, either correct such defective work or if it has been rejected by County, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instruction, County 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 County 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 County 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 County 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 county has paid Contractor but which are stored elsewhere, and finish the work as County 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 County. Such costs incurred by County shall be verified by County and incorporated in

a change order; but in finishing the work, County 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 County 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 County terminate the Agreement and recover from County 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 County has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to County stop the work until payment of all amounts then due.

ARTICLE 11 - CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by County 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 County/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; the Contractor may request a conference with the Purchasing Official. Claims include, without limitation, disputes arising under the contract and those based upon breach of contract, mistake, misrepresentation, or other cause for modification or revision. Contract claims shall use the process detailed in Section 2-26-63, Manatee County Purchase Code, Ordinance 09-52.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/County's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with County/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the County/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 County/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 County/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- 12.2.3 Serve as County/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 County/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 County/Engineer of their availability for examination.
- 12.2.5 Advise County/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 County/Engineer.
- 12.2.6 Conduct on-site observations of the work in progress to assist County/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 County/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 County/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 County/Engineer.
- 12.2.10 Transmit to Contractor, County/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 County/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, County/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 County/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 County/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 County/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 County/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 County/Engineer for his review prior to final acceptance of the work.

- 12.2.20 Before County/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 County/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 County/Engineer concerning acceptance.
- 12.3 Except upon written instructions of County/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 County/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 County 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 shall fully comply with the provisions of Florida State Statute 446.011.

END OF SECTION

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OF WITHHOLDING	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE				(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY							FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the _____
(Building or Work)

_____ day of _____, and ending the _____ day of _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	<input type="checkbox"/>	<input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?	<input type="checkbox"/>	<input type="checkbox"/>
9. Are you paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?	<input type="checkbox"/>	<input type="checkbox"/>

12a. Employee Signature	12b. Date
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13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview
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Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
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Economic Opportunities for Low – and Very Low-Income Persons

OMB Approval No: 2529-0043
(exp. 11/30/2010)

HUD Field Office:

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award:
	4. Contact Person	5. Phone: (Include area code)
	6. Length of Grant:	7. Reporting Period:
8. Date Report Submitted:	9. Program Code: (Use separate sheet for each program code)	10. Program Name:

A	B	C	D	E	F
Job Category	Number of New Hires	Number of New Hires that are Sec. 3 Residents	% of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

8 = CDBG State Administered
9 = Other CD Programs
10 = Other Housing Programs

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Manatee County Community Development Block Grant Contractor and Subcontractor Report

Date: _____

Project Name: _____

Contractor/Subcontractor: _____
(circle one)

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____

Email: _____

Contractor /Subcontractor IRS Identification Number: _____

Contractor/Subcontractor DUNS Number: _____

Contractor/Subcontractor Race/Ethnicity: (Circle One)

1 – White American; 2 – Black American; 3- Native American

4 – Hispanic American; 5- Asian/Pacific American; 6 – Hasidic Jew

Women Owned Business?: Yes No (Circle One, Attach Certification)

Section 3 Contractor?: Yes No (Circle One)

Contracts/Subcontracts Awarded for this Project:

	Type Contract	
	Construction	Non-Construction
Total dollar amount of all contracts/subcontracts awarded		
Total dollar amount awarded to Section 3 businesses		
Percentage of the total dollar amount that was awarded to Section 3 businesses		
Total number of Section 3 businesses receiving contracts		

Employment and Training Resulting from this Project:

Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	Number of Section 3 Trainees
Professionals			
Technicians			
Office/Clerical			
Sales			
Craft Workers (skilled)			
Operatives (semiskilled)			
Laborers (unskilled)			
Service Workers			
Other (List)			
Other (List)			
Other (List)			
Other (List)			
Total			

Detailed Narrative Description of Specific Actions Taken to Comply with Section 3 Requirements (attach additional supporting documentation):

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook or legal pad style.

General Decision Number: FL100322 03/12/2010 FL322

Superseded General Decision Number: FL20080322

State: Florida

Construction Type: Highway

County: Manatee County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010

* ELEC0915-004 12/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 24.16	34%+\$0.22

* SUFL2009-219 08/05/2009

	Rates	Fringes
CARPENTER.....	\$ 15.30	2.54
CEMENT MASON/CONCRETE FINISHER...	\$ 12.30	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 11.97	2.23
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 13.31	0.00
IRONWORKER, REINFORCING.....	\$ 14.50	1.37
IRONWORKER, STRUCTURAL.....	\$ 16.75	3.88
LABORER: Asphalt Shoveler.....	\$ 10.70	0.00
LABORER: Common or General.....	\$ 9.00	0.00
LABORER: Flagger.....	\$ 12.75	0.00
LABORER: Grade Checker.....	\$ 10.50	0.55
LABORER: Landscape and Irrigation.....	\$ 8.77	0.00
LABORER: Luteman.....	\$ 10.32	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	1.80
LABORER: Pipelayer.....	\$ 11.63	2.65
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws.....	\$ 11.23	1.96

OPERATOR: Asphalt Paver.....\$ 11.52	0.00
OPERATOR: Asphalt Plant.....\$ 12.20	0.00
OPERATOR: Asphalt Spreader.....\$ 10.76	0.00
OPERATOR: Auger.....\$ 19.40	0.44
OPERATOR: Backhoe Loader Combo.....\$ 15.33	0.97
OPERATOR: Backhoe.....\$ 15.50	2.28
OPERATOR: Boom.....\$ 16.61	0.00
OPERATOR: Bulldozer.....\$ 13.71	1.55
OPERATOR: Crane.....\$ 19.94	1.37
OPERATOR: Distributor.....\$ 11.47	0.00
OPERATOR: Drill.....\$ 13.00	1.59
OPERATOR: Grader/Blade.....\$ 14.32	0.00
OPERATOR: Loader.....\$ 12.83	1.29
OPERATOR: Mechanic.....\$ 16.31	1.37
OPERATOR: Milling Machine.....\$ 11.92	0.00
OPERATOR: Oiler.....\$ 11.92	1.91
OPERATOR: Paver.....\$ 12.42	0.86
OPERATOR: Piledriver.....\$ 15.59	4.00
OPERATOR: Roller.....\$ 11.33	0.00
OPERATOR: Scraper.....\$ 10.70	1.60
OPERATOR: Screed.....\$ 10.82	0.00
OPERATOR: Tractor.....\$ 12.78	0.00
OPERATOR: Trencher.....\$ 13.41	0.49
PAINTER: Spray and Steel.....\$ 16.62	0.00
TRUCK DRIVER: Distributor.....\$ 11.30	2.26
TRUCK DRIVER: Dump Truck.....\$ 10.05	0.00
TRUCK DRIVER: Lowboy Truck.....\$ 14.05	0.00
TRUCK DRIVER: Material Truck....\$ 12.76	9.80
TRUCK DRIVER: Tractor Haul Truck.....\$ 10.64	0.00

TRUCK DRIVER: Water Truck.....\$ 10.50 0.00

TRUCK DRIVER: 10 Yard Haul
Away.....\$ 12.50 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the
classifications listed may be added after award only as
provided in the labor
standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates
listed under the
identifier do not reflect collectively bargained wage and
fringe benefit
rates. Other designations indicate unions whose rates have
been determined
to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage
determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries
of surveys, should be with the Wage and Hour Regional Office
for the area in
which the survey was conducted because those Regional Offices
have
responsibility for the Davis-Bacon survey program. If the
response from this
initial contact is not satisfactory, then the process described
in 2.) and
3.) should be followed.

With regard to any other matter not yet ripe for the formal
process

described here, initial contact should be with the Branch of Construction

Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SPECIAL PROVISIONS

SECTION 324 REWORKED ASPHALT CONCRETE PAVEMENT

324-1 Description.

324-1.1 General: Construct a binder course asphalt pavement layer using milling and plant-produced hot-mix asphalt or the hot-in-place recycling process, as specified in this Section. Mill or scarify the existing pavement layer as part of the work described in the plans. If required by the Contract Documents, following the completion of the binder course asphalt pavement layer, construct a hot-mix asphalt layer, as specified in Section 334 or 337.

Provide a three year Warranty/Maintenance Bond covering the binder course layer and the hot-mix asphalt layer for a period of three years after final acceptance of the Contract in accordance with 5-11, and as defined in 324-7.

The applicable requirements of Sections 300, 320, 327, 330, 334 and 337 do apply to the hot-mix asphalt layer placed on the project and to the binder course layer, as noted herein. Requirements of Section 338 do not apply to work of this specification.

Price adjustments for rejuvenating agents will be handled in accordance with the Fuel and Bituminous Price Index for the "AC20/30" category. The URL for obtaining this information is: <http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.shtm> .

324-2 Materials.

324-2.1 General Requirements: The following materials requirements apply only to the binder course layer when constructed using plant-produced hot-mix asphalt. The requirements for the hot-mix asphalt layer constructed on top of the binder course layer are specified in Section 334 or 337.

324-2.2 Asphalt Binder or Recycling Agents: Meet the requirements of 916-1 and 916-2.

324-2.3 Aggregate: Meet the requirements of Section 901 for coarse aggregate and Section 902 for fine aggregate.

324-2.4 Reclaimed Asphalt Pavement (RAP) Material: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.
2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

324-3 General Composition of Mixture.

324-3.1 Mix Design: Compact the mixture in the laboratory using a Superpave gyratory compactor in accordance with AASHTO T 312-08. Utilize a design number of gyrations of either 50 or 75. The design air void content shall be within the range of 3.5 to 4.5%. The minimum voids in the mineral aggregate (VMA) shall be 12.0%. The minimum effective binder content shall be 4.5%. Utilize FM 1-T 209 for determination of the mixture's maximum specific gravity for air void determination. Assure that the recovered binder from the compacted mix will have a penetration value within the range of 40 - 80 dmm when tested in accordance with AASHTO T 49 or have a recovered viscosity within the range of 5,000 – 15,000 Poises when tested in accordance with AASHTO T 202. Furnish a copy of the mix design(s) to the Engineer prior to any paving work. During production, the Contractor may revise the mix design provided

the previous design requirements are met. Submit mix design changes to the Engineer for informational purposes only.

324-4 Construction.

324-4.1 General Requirements: Prior to commencing construction operations, repair all defective portions of the existing pavement as indicated in the plans. The minimum ambient temperature required to begin operations is 40°F. Clean the pavement such that it is reasonably free from loose materials, sand, dirt, caked clay and other deleterious substances. Remove and dispose of all reflective pavement markers (RPMs).

324-4.2 Milling: Use the cold milling process per Section 327 to remove the upper layer(s) of asphalt above the binder course layer, if shown in the plans. Use cold milling, hot milling or hot scarifying to remove the existing binder course layer for recycling.

324-4.3 Bonding of Pavement Layers: Construct a pavement in such a manner to assure that the layers are adequately bonded throughout the pavement design service period.

324-4.4 Compaction: Select the compaction equipment and rolling sequences necessary to meet the density specifications as set forth below. Complete all compaction operations before the pavement surface temperature drops to 150°F.

324-4.5 Additional Requirements: When construction includes the paving of adjacent shoulders (equal to or less than 5 feet wide), the layer thickness for the top pavement layer and shoulder must be the same and paved in a single pass, unless called for differently in the Contract documents.

324-5 Contractor's Process Control.

324-5.1 General: Utilize a Process Control System that will provide assurance that all materials and products furnished to the Department conform to the Contract requirements, and will meet the performance requirements, as outlined below. Document all Process Control procedures, inspections, and tests and make that information available for review by the Department throughout the life of the Contract. Transfer ownership of these documents to the Department at the end of the project.

Utilize a process control plan that contains the following as a minimum:

a. Determination of asphalt binder content, maximum specific gravity, air void content, gradation, and asphalt binder viscosity or penetration – minimum frequency of once per day.

b. Depth determination (uncompacted mix) - once per 100 feet.

c. Determination of pavement thickness (roadway cores) - per 324-5.7.

d. Density determination (roadway cores) - one core per 1,000 feet.

e. Determination of cross-slope - per 324-5.8.

f. Determination of pavement smoothness - per 324-5.9.

324-5.2 Corrective Actions: Take prompt action to correct any errors, equipment malfunctions, process changes, or other assignable causes which have resulted or could result in the submission of materials, products, and completed construction which do not conform to the requirements of the specifications.

324-5.3 Recovered Binder: Monitor the penetration or viscosity of the recovered asphalt binder during production. Obtain samples on a random basis at a minimum frequency of once per day. Recover the binder from the asphalt mixture in accordance with FM 5-524 and FM 3-D 5404. Maintain the penetration of the recovered asphalt material in the asphalt mixture (determined in accordance with AASHTO T 49), within plus or minus 10 dmm of the target

penetration value as indicated on the mix design and within the range of 40 – 80 dmm or maintain the viscosity of the recovered asphalt material in the asphalt mixture (determined in accordance with AASHTO T 202), within the range of 5,000 to 15,000 poises. If two or more consecutive tests exceed this tolerance, stop all recycling operations until the problem is adequately corrected.

324-5.4 Air Voids: Maintain an air void content of the asphalt mixture within the range of 2.0 to 6.0%. Air voids shall be based on specimens compacted in accordance with AASHTO T 312-08 and a maximum specific gravity as determined in accordance with FM 1-T 209. When the air void content of the asphalt mixture falls outside of this range, remove and replace or rework these areas and make all necessary adjustments to the blend of materials to modify the air void content to an acceptable level.

324-5.5 Asphalt Binder Content and Mix Gradation: Obtain samples randomly and test the samples in accordance with FM 5-563 and FM 1-T 030. Maintain an asphalt content within plus or minus 0.55% of the target asphalt content as indicated on the mix design. In the event the asphalt content deviates by more than 0.55% from the target, make all necessary corrections. If the test results for two consecutive samples both deviate by more than 0.55% from the target, stop all operations and make adjustments to assure that the asphalt content is within 0.55% of the mix design target. Maintain the percent passing the #200 sieve within plus or minus 2.5% of the target gradation as indicated on the mix design. In the event the percent passing the #200 sieve deviates by more than 2.5% from the target, make all necessary corrections. If the test results for two consecutive samples both deviate by more than 2.5% from the target, stop all operations and make adjustments to assure that the percent passing the #200 sieve is within 2.5% of the mix design target.

324-5.6 Density: The in-place density of the binder course will be evaluated by the use of 6-inch diameter roadway cores. The in-place density will be based on the daily maximum specific gravity (G_{mm}) of the as-produced mix. Obtain the roadway cores at random locations identified by the Engineer at the end of each day's production prior to opening the roadway to traffic, at a minimum frequency of one core per 1,000 feet or portion thereof for distances less than 1,000 feet. Assume responsibility for maintenance of traffic, coring, patching the core holes, and trimming the cores to the proper thickness prior to density testing.

Determine the density of the cores in accordance with FM 1-T 166, and calculate an average for each Lot, which for purposes of mixture process control, is defined as 5,000 feet. The average density of a Lot shall be a minimum of 92.0% of G_{mm} . Take corrective actions for those Lots that have an average density less than 92.0% of G_{mm} . If two consecutive Lots are less than 92.0% of G_{mm} , stop construction until appropriate adjustments are made to assure the minimum density requirement is met. Remove and replace or rework areas with an average density less than 90.0% of G_{mm} .

Once the average density of a Lot has been determined, do not provide additional compaction to raise the average.

324-5.7 Pavement Thickness: The thickness specified in the Plans shall be the compacted in-place thickness. The thickness shall be determined by the average measurement of roadway cores. Obtain cores at locations determined by the Engineer at a frequency of either one core per 1,000 feet or five cores per day, whichever is less. Thickness can also be determined based on cores cut for the evaluation of density as specified in 324-5.6. Maintain the average thickness of the binder course layer (based on roadway cores) within 1/4 inch of that specified in the Plans. If the average thickness is deficient by more than 1/4 inch but no more than 1/2 inch,

take appropriate corrective actions. If the average thickness is deficient by more than 1/2 inch, take additional cores to determine the area of deficient thickness. Correct any area deficient in thickness by more than 1/2 inch at no cost to the Department. If the average thickness is deficient for two consecutive days by more than 1/4 inch of that specified in the Plans, stop construction activities until adjustments are made to the operation that will allow placement at the specified depth. Continued operations when the thickness is deficient by more than 1/4 inch of the thickness specified in the Plans will not be allowed.

324-5.8 Cross Slope: Construct a pavement surface with cross slope in compliance with the requirements of 330-12.3.

324-5.9 Pavement Smoothness: Construct a smooth pavement meeting the requirements of 330-12.4.

324-6 Sampling and Testing by the Engineer.

The Department reserves the right to run any test at any time for informational purposes. Make all Process Control sampling and testing data accessible for review by the Engineer. Obtain additional roadway cores as directed by the Engineer.

Based on the Department's review of the processes or results of Department independent testing, take prompt action to correct any errors, equipment malfunctions, process changes, or other assignable causes which have resulted or could result in the submission of materials, products, and completed construction which do not conform to the requirements of the specifications.

324-8 Statewide Disputes Review Board.

The Statewide Disputes Review Board for this project will resolve any and all disputes that may arise involving administration and enforcement of this Specification. The Contractor and the Department acknowledge that use of the Statewide Disputes Review Board is required, and the determinations of the Statewide Disputes Review Board for disputes arising out of this specification will be binding on both the Contractor and the Department, with no right of appeal by either party.

Meet the requirements of 8-3.8.

324-9 Pavement Evaluation and Remedial Work.

324-9.1 General: The Department's Flexible Pavement Condition Survey Program, along with observations by the Engineer, will be used as a basis for determining the extent and the magnitude of the pavement distresses occurring on the project. In the event that level of distress exceeds any of the threshold values defined below, remedial action by the Contractor will be required.

The Department will continuously monitor the pavement for distresses and may require remedial action at any time. For evaluation purposes, the project will be subdivided into LOTs of 0.1 mile per lane. When the segment is less than 0.1 mile, the segment will be called a partial LOT. The Department may conduct a Pavement Condition Survey of the Reworked Asphalt Concrete Pavement following the final acceptance of the project, and at intermediate times throughout the warranty period. The final survey, if determined by the Engineer to be necessary, will be conducted no later than 45 calendar days before the end of the warranty period. The Department will be responsible for all costs associated with the surveys.

The Contractor will be notified if the Department believes remedial action is required. If the survey findings, intermediate or final, are to be disputed by the Contractor,

written notification must be provided to the Engineer within 10 calendar days of the date of receipt of the information from the Department.

During the warranty period, the Contractor may monitor the pavement using nondestructive methods. Do not conduct any coring, milling or other destructive methods without prior approval by the Engineer.

324-9.2 Threshold Values and Remedial Actions: Threshold values and associated remedial work for the binder course and hot-mix asphalt layers are specified in Table 324-1.

TABLE 324-1 Threshold Values and Associated Remedial Work		
Type of Distress	Threshold Values	Remedial Work
Rutting ⁽¹⁾	Depth > 0.25 inch	Remove and replace the distressed LOT(s) to the full depth of all layers and to the full lane width ⁽²⁾
Ride ⁽³⁾	RN < 3.5	Remove and replace the top layer for the full length and the full lane width of the distressed LOT(s) ⁽⁴⁾
Settlement/Depression ⁽⁵⁾	Depth \geq 1/2 inch	Propose the method of correction to the Engineer for approval prior to beginning remedial work
Cracking ⁽⁶⁾	Cumulative length of cracking > 30 feet for cracks > 1/8 inch	Remove and replace the distressed LOT(s) to the full depth of all layers and to the full lane width ⁽⁷⁾
Raveling and/or Delamination ⁽⁸⁾	Any length	Remove and replace the distressed area(s) to the full distressed depth and the full lane width for the full distressed length plus 50' on each end
Pot holes and Slippage Area(s) ⁽⁸⁾	Observation by Engineer	Remove and replace the distressed area(s) to the full distressed depth and the full lane width for the full distressed length plus 50' on each end
Bleeding ⁽⁹⁾	Loss of surface texture due to excess asphalt, individual length \geq 10 feet and \geq 1 foot. in width.	Remove and replace the distressed area(s) to the full distressed depth and the full lane width for the full distressed length plus 50' on each end
⁽¹⁾ Rutting: Rut depth to be determined by Laser Profiler in accordance with the Flexible Pavement Condition Survey Handbook. For any LOT that cannot be surveyed by Laser Profiler, the rut depth will be determined manually in accordance with the Flexible Pavement Condition Survey Handbook, with the exception that the number of readings per LOT will be one every 20 feet. For a partial LOT, a minimum of three measurements not exceeding 20 feet apart will be made. When the average of the measurements obtained manually exceeds		

0.30 inches, or if any individual measurement exceeds 0.6 inches, remedial work will be required.

(2) Remedial Work for Rutting: The Contractor may propose removal and replacement of less than the full depth of all layers by preparation and submittal of a signed and sealed engineering analysis report, demonstrating the actual extent of the distressed area(s). Remedial work must be performed in accordance with Table 324-1 unless approved otherwise by the Engineer.

(3) Ride: Ride Number (RN) to be established by Laser Profiler in accordance with FM 5-549.

(4) If the deficient ride is due to underlying asphalt layers, base, subgrade, or embankment, which was constructed by the Responsible Party, propose the method of correction to the Engineer for approval prior to beginning the remedial work.

(5) Settlement/Depression: Depth of the settlement/depression to be determined by a 6 foot manual straightedge.

(6) Cracking: Beginning and ending of 1/8 inch cracking will be determined as the average of three measurements taken at one foot intervals. The longitudinal construction joint at the lane line will not be considered as a crack.

(7) Remedial Work for Cracking: The Contractor may propose removal and replacement of less than the full depth of all layers by preparation and submittal of a signed and sealed engineering analysis report, demonstrating the actual extent of the distressed area(s). Remedial work must be performed in accordance with Table 324-1, unless approved otherwise by the Engineer.

(8) Raveling, Delamination, Pot holes, Slippage: As defined and determined by the Engineer in accordance with the examples displayed at the following URL:

www.dot.state.fl.us/SpecificationsOffice/Implemented/URLinSpecs/Pavement.shtm

(9) Bleeding: Bleeding to be defined and determined by the Engineer in accordance with the examples displayed at the following URL:

www.dot.state.fl.us/SpecificationsOffice/Implemented/URLinSpecs/Pavement.shtm

324-9.3 Remedial Work: The Responsible Party will perform all necessary remedial work described within this Section at no cost to the Department. If the pavement distresses exceed threshold values and it is determined that the cause of the distress is due to the embankment, subgrade, base or other activities performed by the Contractor, the Responsible Party will be responsible for performing all remedial work associated with the pavement distress. Should an impasse develop in any regard as to the need for remedial work or the extent required, the Statewide Disputes Review Board will render a final decision by majority vote.

Remedial work will not be required if any one of the following conditions is found to apply:

a. Determination that the pavement thickness design, as provided by the Department, is deficient. The Department will make available a copy of the original pavement thickness design package and design traffic report to the Responsible Party upon request. The Responsible Party is responsible for performing all remedial work associated with the pavement distress if the pavement design is provided to the Contractor.

b. Determination that the Accumulated ESALs (Number of 18 Kip Equivalent Single Axle Loads in the design lane) has increased by 25% or more than the Accumulated ESALs used by the Department for design purposes for the warranty period for the pavement design life. In calculating ESALs, the Average Annual Daily Traffic (AADT) will be obtained from the Department's traffic count data and the T24 (Percent Heavy Trucks during a 24 hour period) will be obtained from the Department's traffic classification survey data.

c. Determination that the deficiency was due to the failure of the existing underlying layers that were not the Contractor work.

d. Determination that the deficiency was the responsibility of a third party or its actions, unless the third party was performing work included in the Contract.

If a measured distress value indicates remedial action is required per Table 324-1, the Responsible Party must begin remedial work within 45 calendar days of notification by the Department or a ruling of the Statewide Disputes Review Board. The Disputes Review Board

will determine the allowable duration for the completion of the remedial work, but not to exceed 6 months.

In the event remedial action is necessary and forensic information is required to determine the source of the distress, the Department may core and/or trench the pavement. The Responsible Party will not be responsible for damages to the pavement as a result of any forensic activities conducted by the Department.

As applicable to distress criteria for rutting, ride and cracking, when two LOTs requiring remedial action are not separated by three or more LOTs not requiring remedial action, the remedial work shall be required for the total length of all such contiguous LOTs, including the intermediate Lots not requiring remedial action.

Additionally, where such areas of remedial action are required due to raveling, slippage or bleeding are separated by less than 1,000 feet, the remedial work will be required for the entire area contiguous to the distressed areas, including intermediate areas otherwise requiring no remedial action.

The Responsible Party has the first option to perform all remedial work that is determined by the Department to be their responsibility. If, in the opinion of the Engineer, the problem poses an immediate danger to the traveling public and the Responsible Party cannot provide temporary mitigation for the defect within 4 hours of written notification and restore the pavement to its original design condition within 72 hours of written notification, the Engineer has the authority to have the remedial work performed by other forces. Temporary mitigation includes the use of traffic control systems such as barricades, drums, or other approved devices to secure the area including lane closures, if necessary, and constructing temporary repairs making it safe for the roadway user until the defect can be restored to its original design condition. The Responsible Party is responsible for all incurred costs of the work performed by other forces should the problem (remedial work) be determined to be the responsibility of the Responsible Party. Remedial work performed by other forces does not alter any of the requirements, responsibilities or obligations of the Responsible Party.

The Responsible Party must complete all remedial work to the satisfaction of the Engineer. Any disputes regarding the adequacy of the remedial work will be resolved by the Statewide Disputes Review Board. Approval of remedial work does not relieve the Responsible Party from continuing responsibility under the provisions of this Specification.

Notify the Engineer in writing prior to beginning any remedial work. Utilize hot-mix asphalt meeting the requirements of the Department's Standard Specifications for Road and Bridge Construction and implemented modifications thereto when performing any remedial work. Perform all signing and traffic control in accordance with the current edition of the Department's Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System. Provide Maintenance of Traffic during remedial work at no additional cost to the Department. Lane closure restrictions listed in the original Contract will apply to remedial work. Written request(s) to obtain permission for lane closure(s) for either forensic investigation or remedial work must be made to the Engineer 48 hours in advance of any lane closures. Do not perform any lane closures until written permission is given by the Engineer.

If remedial work necessitates a corrective action to overlying asphalt layers, pavement markings, signal loops, adjacent lane(s), roadway shoulders, or other affected Contract work, perform these corrective actions using similar products at no additional cost to the Department.

324-10 Method of Measurement.

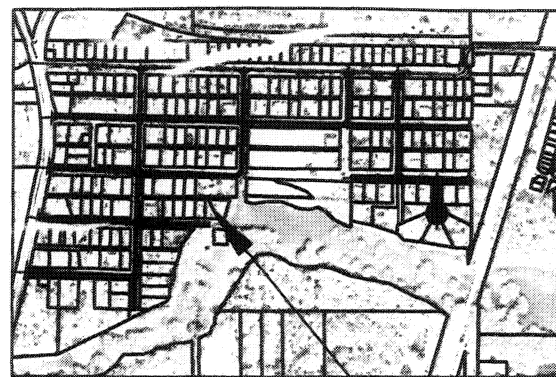
The quantity of the binder course layer shall be paid for at the Contract unit price per TON, completed and accepted.

324-11 Basis of Payment.

Price and payment will be full compensation for all work including the cost of the liquid asphalt, asphalt recycling agent, virgin aggregate, asphalt mixture and Warranty/Maintenance Bond for the binder course layer and hot-mix layer.



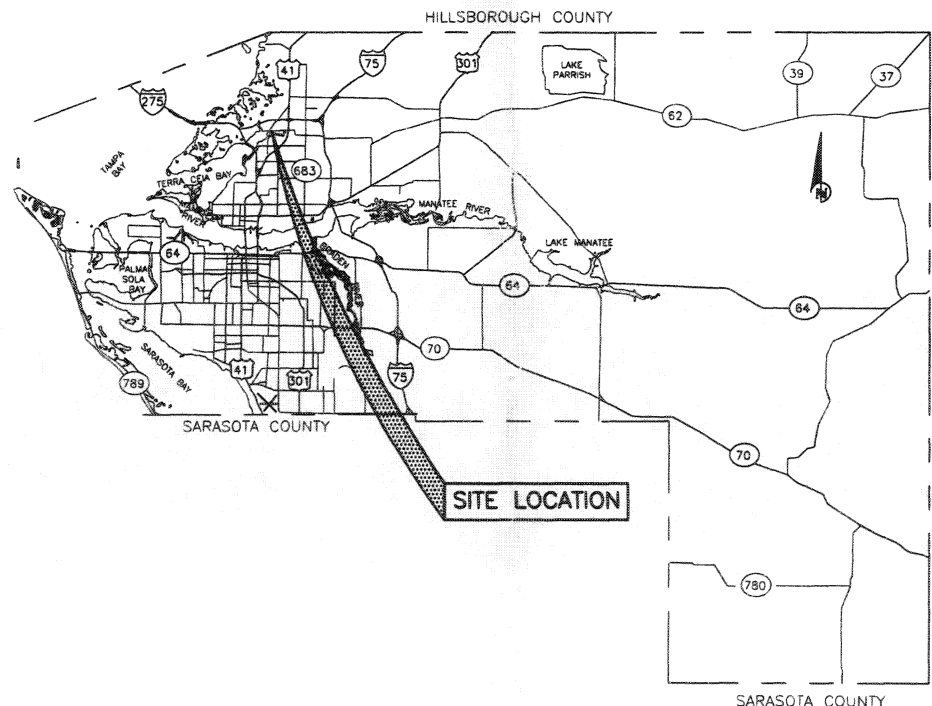
MANATEE COUNTY, FLORIDA
RUBONIA AREA
ROAD RESURFACING
CDBG PROJECT
167-5128760



VICINITY MAP
N.T.S.

PROJECT SITE

November 2011



SITE LOCATION

NO.	INDEX OF SHEETS
1.	COVER SHEET
2.	GENERAL NOTES & LEGEND
3.	DETAILS & QUANTITIES
4.-12.	PLAN SHEETS

STREET SITE	TO	FROM	LF	SY
69TH ST. CT. E.	BISHOP HARBOR ROAD	11TH AVE. E.	521	1263.5
70TH ST. CT. E.	BISHOP HARBOR ROAD	11TH AVE. E.	478	1069.7
71ST ST. CT. E.	BISHOP HARBOR ROAD	14TH AVE. DR. E.	435	979.0
72ND ST. E.	BISHOP HARBOR ROAD	11TH AVE. E.	421	987.8
11TH AVE. E.	SOUTH END OF 11TH AVE. E.	69TH ST. CT. E.	173	438.7
11TH AVE. E.	69TH ST. CT. E.	70TH ST. CT. E.	254	519.1
11TH AVE. E.	70TH ST. CT. E.	71ST ST. CT. E.	251	518.9
11TH AVE. E.	71ST ST. CT. E.	N. OF 72ND ST. E.	260	528.1
11TH AVE. E.	N. OF 72ND ST. E.	N. OF 72ND ST. CT. E.	222	414.6
70TH ST. CT. E.	11TH AVE. E.	E. END	339	1069.7
71ST ST. CT. E.	11TH AVE. E.	STA. 79+59.57	506	1041.9
72ND ST. E.	11TH AVE. E.	12TH AVE. E.	476	1038.2
12TH AVE. DR. E.	71ST ST. CT. E.	72ND ST. E.	252	509.4
12TH AVE. DR. E.	72ND ST. E.	72ND ST. CT. E.	216	457.4
72ND ST. E.	12TH AVE. DR. E.	14TH AVE. DR. E.	485	1063.6
14TH AVE. E.	72ND ST. E.	72ND ST. CT. E.	276	512.9
71ST S. E.	14TH AVE. E.	15TH AVE. E.	219	628.5
72ND ST. E.	14TH AVE. E.	15TH AVE. E.	227	500.3
15TH AVE. E.	71ST ST. E.	72ND ST. E.	250	529.8
15TH AVE. E.	72ND ST. E.	72ND ST. CT. E.	269	560.7
15TH AVE. DR. E.	@CIRCLE	71ST ST. E.	193	908.2
71ST ST. E.	15TH AVE. E.	END	345	788.3
72ND ST. E.	15TH AVE. E.	END	340	678.5
			7408	17006.7



Know what's below
Call before you dig

BRIAN MARTINEAU
PAVEMENT MANAGER

Signature & Date

GENERAL

1. ALL CONSTRUCTION ACTIVITIES SHALL BE COORDINATED WITH THE PROJECT MANAGEMENT DIVISION. THE PROJECT MANAGER IS: BRIAN MARTINEAU, PAVEMENT ENGINEER AND CAN BE REACHED AT (941) 708-7450; EXT. 7243.
2. SITE VISITS ARE MANDATORY FOR ALL BIDDERS. THESE SITE VISITS CAN BE ARRANGED THROUGH THE PROJECT MANAGER.
3. ALL CONSTRUCTION ON THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF MANATEE COUNTY UTILITY AND TRANSPORTATION STANDARDS AND/OR FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" UNLESS OTHERWISE INDICATED ON THE PLANS.
4. THE INFORMATION PROVIDED IN THESE PLANS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATION THEY MAY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.
5. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS ON THE PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. SHOULD DISCREPANCIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO OBTAIN THE ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH CONSTRUCTION.
6. AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA AT 1-800-432-4770 OR THE NATIONAL 811 ONE CALL NUMBER WHEN APPLICABLE FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITIES FOR THE POSSIBLE RELOCATION OR THE TEMPORARY MOVEMENT OF ANY EXISTING UTILITIES WITHIN THE RIGHTS-OF-WAY.
7. NO WORK, EXCEPT FOR EMERGENCY TYPE, SHALL BE PERFORMED AFTER 7:00 PM AND BEFORE 7:00 AM. FOR ADDITIONAL PROJECT RESTRAINTS, REFER TO SECTION 01310 OF THE SPECIFICATIONS.
8. THE CONSTRUCTION LENGTHS IN THESE PLANS ARE APPROXIMATE. ACTUAL LIMITS MAY BE SET IN THE FIELD AS DIRECTED BY THE ENGINEER.
9. SEPARATE PAYMENT SHALL BE MADE ONLY FOR THE ITEMS OF WORK LISTED AND IDENTIFIED BY APPROPRIATE PAY ITEM ON THE BID FORM. THE COST OF ANY RELATED WORK NOT SPECIFICALLY IDENTIFIED, BUT WHICH IS REQUIRED FOR SATISFACTORY COMPLETION OF THE WORK, SHALL BE CONSIDERED TO BE INCLUDED IN THE CONTRACT PRICE FOR THE APPROPRIATE BID ITEM.
10. THE CONTRACTOR SHALL HAVE A FOREMAN, OR RESPONSIBLE PARTY, ON SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. ALL WORKERS ON THE JOB SITE WILL BE COURTEOUS TO THE PUBLIC AT ALL TIMES, AND SHALL REFER ANY QUESTIONS OR CONCERNS TO THE CONTRACTOR'S FOREMAN OR THE COUNTY INSPECTOR. THE FOREMAN SHALL SPEAK AND UNDERSTAND ENGLISH AND SHALL BE AVAILABLE AT ALL TIMES FOR TIMELY RESOLUTION OF PROJECT-RELATED ISSUES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE COORDINATION OF CONSTRUCTION SCHEDULING BETWEEN CONTRACTOR AND ALL UTILITY AGENCIES.
- NOTE:
THIS INCLUDED MEETING WITH UTILITY AGENCIES PRIOR TO THE PRE-CONSTRUCTION CONFERENCE TO ADJUST THEIR SCHEDULES TO COINCIDE WITH THE CONTRACTORS CONSTRUCTION SCHEDULE. (REFERENCE CONTRACT DOCUMENTS)
12. ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY THE CONTRACTOR'S HAULING OR EXCAVATION EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTORY OF THE COUNTY PROJECT MANAGER. PAYMENT SHALL NOT BE MADE FOR THIS WORK.
13. ALL CONSTRUCTION WITHIN FDOT RIGHT-OF-WAY IS TO BE IN ACCORDANCE WITH CURRENT FDOT STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION AND THE DESIGN STANDARDS.
14. ALL SIGNING, STRIPING AND RPM PLACEMENT WITHIN THE FDOT RIGHT-OF-WAY IS TO BE IN ACCORDANCE WITH FDOT STANDARD INDEX 17346.

SAFETY

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT, 90-96, LAWS OF FLORIDA EFFECTIVE OCTOBER 1, 1990 AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EXCAVATION SAFETY STANDARDS, 29 CFR 1926.650, SUBPART P, AS AMENDED. THE CONTRACTOR SHALL INCLUDE IN THE TOTAL BID PRICE ALL COSTS FOR COMPLIANCE WITH THESE REGULATIONS.
16. THE CONTRACTOR SHALL USE SHEET PILING, SHEETING, BRACING, ETC., AS REQUIRED IN ALL EXCAVATION AREAS AND CONFORM TO ALL OSHA REQUIREMENTS.
17. THE CONTRACTOR SHALL USE ALL NECESSARY SAFETY PRECAUTIONS TO AVOID CONTACT WITH OVERHEAD AND UNDERGROUND UTILITIES, POWER LINES, ETC.
18. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THIS EXCLUSION DOES NOT ALLEVIATE THE CONTRACTOR FOR PROVIDING A CONTINUOUS SAFE WORKSPACE.

RIGHT-OF-WAY

19. ALL CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO WITHIN THE MANATEE COUNTY/FDOT RIGHT-OF-WAY AND/OR EASEMENTS SHOWN ON THE DRAWINGS.
20. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA TO REFERENCE AND RESTORE PROPERTY CORNER MONUMENTS, PINS, AND LANDMARKS THAT MAY BE DISTURBED BY CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
21. THE CONTRACTOR, PRIOR TO CONSTRUCTION AND RESTRICTING ANY TRAFFIC, MUST OBTAIN A RIGHTS-OF-WAY USE PERMIT AND A TRAFFIC CONTROL PLAN. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM OTHER GOVERNMENTAL AGENCIES HAVING RELEVANT JURISDICTION. ALL MAINTENANCE AND PROTECTION OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION "MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES". A TRAFFIC CONTROL PLAN SHALL BE SUPPLIED BY THE CONTRACTOR AT THE PRE-CONSTRUCTION MEETING.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL DAMAGED STORM WATER STRUCTURES, PIPING, ENTRANCE PIPE AND HEADWALLS, THAT ARE TO REMAIN, WHETHER SHOWN ON THE PLANS OR NOT.
23. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH IN THE FIELD THE RIGHT-OF-WAY LINES, BASE LINES, BENCH MARKS (ELEV.), CENTER LINES, AND STATIONING AS REQUIRED TO CONSTRUCT THIS PROJECT. ROADWAY PLANS AND PROPOSED DESIGN ARE BASED ON TOPOGRAPHIC SURVEYS PROVIDED BY MANATEE COUNTY PROJECT MANAGEMENT AND ZOLLAR NAJAJ & SHROYER UNDER COUNTY PROJECT NO'S 334-6001060 AND 319-6045661. REFER TO THE ORIGINAL SIGNED AND SEALED SURVEY CONTROL SHEETS IN THE PROJECT FILE.
24. THE CONTRACTOR SHALL COORDINATE THE CUTTING OF DRIVEWAYS WITH THE PROPERTY OWNER PRIOR TO CUT. ALL DRIVEWAYS WILL BE IN PASSABLE CONDITION AT THE END OF THE WORK DAY AND FULLY RESTORED PER PLAN. THE CONTRACTOR SHALL COORDINATE WITH THE AFFECTED UTILITY COMPANY FOR THE ADJUSTMENT OF ANY EXISTING UTILITIES AND STRUCTURES IN ORDER TO MATCH THE PROPOSED ELEVATIONS AND ALIGNMENTS.
25. A RIGHT OF ENTRY AGREEMENT SHALL BE OBTAINED BY THE PROJECT MANAGER FROM THE PROPERTY OWNER BEFORE ANY DRIVEWAY CONSTRUCTION WORK IS DONE OUTSIDE OF THE RIGHT-OF-WAY OR EASEMENT.

UTILITIES

26. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC. WHICH ARE WITHIN THE PROJECT AREA AND WHICH HAVE NOT BEEN LOCATED OR IDENTIFIED, MAY NOT BE IN THE EXACT LOCATION SHOWN OR RELOCATED SINCE THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES STRUCTURES AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE PLANS) THAT MAY AFFECT HIS WORK. ALL EXISTING UTILITIES TO BE EXTENDED, CROSSED OR CONNECTION POINTS SHALL BE EXPOSED PRIOR TO CONSTRUCTION TO VERIFY LOCATION AND ELEVATION. ANY DISCREPANCIES OR CONFLICTS FOUND SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR RESOLUTION. UTILITIES DESIGNATED VV, VH, AND VU ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED. EXTREME CAUTION SHALL BE EXERCISED WHEN WORKING NEAR THE 24" WATERLINE.

27. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, WATER AND SEWER LINES, STORM DRAINS, UTILITIES, DRIVEWAY, SIDEWALKS, SIGNS, MAIL BOXES, FENCES, TREES, LANDSCAPING, AND ANY OTHER IMPROVEMENT OR FACILITY IN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY DAMAGED ITEM DUE TO HIS CONSTRUCTION ACTIVITIES TO EQUAL OR BETTER THAN PRE-CONSTRUCTION CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.
28. THE CONTRACTOR SHALL USE APPROPRIATE TECHNIQUES, AS APPROVED, RECOMMENDED OR OFFERED BY FLORIDA POWER AND LIGHT TO PREVENT UNDERMINING OF POWER POLES DURING CONSTRUCTION. IF HOLDING OF POWER POLES IS RECOMMENDED OR REQUIRED BY THE UTILITY, THE CONTRACTOR SHALL COORDINATE THIS ACTIVITY WITH THE UTILITY AND BEAR ALL RELATED COSTS.
29. EXCEPT WHERE THE PLANS AND SPECIFICATIONS PROVIDE THAT SUCH WORK SHALL BE PERFORMED UNDER THE CONTRACT FOR THIS PROJECT, ALL UTILITIES INTERFERING WITH CONSTRUCTION SHALL BE REMOVED, RELOCATED OR ADJUSTED BY THEIR OWNERS, AT THEIR EXPENSE. THE CONTRACTOR SHALL ARRANGE HIS SCHEDULE TO ALLOW UTILITY OWNERS TIME FOR THE NECESSARY RELOCATION AND ADJUSTMENT OF UTILITIES AND RELATED STRUCTURES.
30. A FLORIDA POWER AND LIGHT SPECIAL PROVISION IS THAT THE TYPE OF EQUIPMENT USED IN THE INSTALLATION OF MAST ARMS/FOUNDATIONS, OVERHEAD/CANTILEVER SIGNS/FOUNDATIONS, AND THE MOVEMENT/INSTALLATION OF STRAIN POLES SHALL MEET THE FOLLOWING REQUIREMENTS: 1) OVERHEAD LINES SHALL STAY IN PLACE BOTH VERTICALLY AND HORIZONTALLY 2) CONTRACTOR SHALL MEET ALL APPLICABLE OSHA REQUIREMENTS (SEPARATION SHALL FOLLOW FPL GUIDELINES). ANY COST ASSOCIATED WITH THIS TYPE OF EQUIPMENT REQUIRED FOR THIS INSTALLATION IS INCLUDED IN THE RELATED PAY ITEMS. PLEASE REFER TO THE SPECIAL CONDITIONS IN THE UTILITY WORK SCHEDULE AND UTILITY COORDINATION.
31. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITY COMPANIES FOR THE RELOCATION AND ADJUSTMENT OF ALL UTILITIES, INCLUDING, ANY EXISTING POWER POLES AND/OR UTILITY CONDUITS WITHIN RIGHT-OF-WAY.
32. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE APPROPRIATE PARTIES TO DETERMINE THE COUNTY'S FIBER COMMUNICATION NETWORK, KNOWN AS ATMS (COUNTY ISD, SCHOOL BOARD, AND TRAFFIC MANAGEMENT CENTER) IN THE AREA TO ACCOMMODATE ANY POTENTIAL CONFLICTS. AS-BUILT INFORMATION FOR EXISTING COMMUNICATION CONDUIT AND FIBER IS AVAILABLE FROM OLGA ROSIER, WITH UTILITY RECORDS (941-792-8811 EXT. 5059). CONSTRUCTION PLAN INFORMATION FOR PROJECTS UNDER CONSTRUCTION WITH THE COUNTY'S TRAFFIC MANAGEMENT CENTER ARE AVAILABLE AT WWW.MANATEEATMS.COM AND WWW.MANATEEATMS2.COM.

DRAINAGE AND GRADING

33. THE CONTRACTOR IS TO PROVIDE THE ENGINEER OF RECORD WITH REPRODUCIBLE RECORD DRAWINGS SHOWING ALL IMPROVEMENT LOCATIONS AND ELEVATIONS IN ACCORDANCE WITH LATEST MANATEE COUNTY TRANSPORTATION DEPARTMENT STANDARDS AND SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) STANDARDS. THE CONTRACTOR SHALL ALSO PROVIDE FIVE SETS OF PRINTS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR, OF THE RECORD DRAWINGS TO THE ENGINEER OF RECORD. THESE RECORD DRAWINGS SHALL BE CERTIFIED TO THE OWNER, APPROPRIATE GOVERNMENTAL AGENCIES. RECORD DRAWINGS SHALL SPECIFICALLY INCLUDE STORMWATER FACILITY LOCATIONS, INCLUDING TOP OF BANK, UNDERDRAIN AND CONTROL STRUCTURES, SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR AND REVIEWED BY THE ENGINEER OF RECORD PRIOR TO ACCEPTANCE AND PAYMENT. BENCH MARKS WITH THE ELEVATION CLEARLY AND PERMANENTLY MARKED ARE TO BE PLACED ON THE TOP OF ALL PROPOSED OUTFALL CONTROL STRUCTURES. RECORD DRAWINGS OF ALL MITIGATION AREAS INCLUDING ELEVATIONS, ZONES AND LIMITS SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR AND REVIEWED BY THE ENGINEER OF RECORD PRIOR TO ACCEPTANCE AND PAYMENT. THE RECORD DRAWINGS SHALL SPECIFICALLY INCLUDE THE SURFACE AREA OF STORMWATER FACILITY AREAS AT NORMAL WATER), TOP OF BANK AND ELEVATION (NWLs), AT HIGH WATER ELEVATION (HWL ALL MITIGATION AND/OR LITTORAL SHELF AREAS.

34. REFER TO CONSTRUCTION TECHNICAL SPECIFICATIONS FOR COMPACTION REQUIREMENTS, GRASSING/SODDING REQUIREMENTS, AND PAVING CONSTRUCTION MATERIAL SPECIFICATIONS.
35. ALL FILL AREAS ARE TO BE CONSTRUCTED IN 12" MAXIMUM LIFTS.
36. ON SLOPES GREATER THAN 3:1 PEGGING OR PINNING OF SOD MAY BE REQUIRED.

RESTORATION

37. ALL RESTORATION WORK PERFORMED THROUGHOUT THE PROJECT SHALL CONFORM TO EXISTING LINES AND GRADES UNLESS SHOWN OTHERWISE.
38. ALL DISTURBED GRASSED AREAS SHALL BE SODDED. THE TYPE OF SOD USED TO REPLACE OWNER MAINTAINED AREAS IN RIGHT-OF-WAY SHALL BE COORDINATED WITH THE PROPERTY OWNER. ALL EXISTING SHRUBS, TREES, PLANTINGS AND OTHER VEGETATION, OUTSIDE OF RIGHT-OF-WAY DISTURBED DURING CONSTRUCTION SHALL BE REPLACED WITH EQUIVALENT MATERIAL BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
39. CONCRETE DRIVEWAYS OR SIDEWALKS THAT ARE CUT SHALL BE RESTORED TO MATCH EXISTING ACCORDING TO THE CURRENT EDITIONS OF THE F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE DESIGN, SECTION 522, AND SECTION 310 OF THE F.D.O.T. DESIGN STANDARDS LATEST REVISION.
40. WHENEVER A PERMANENT ROADWAY SURFACE IS NOT PLACED IMMEDIATELY AFTER BACKFILLING AND COMPACTION OF THE NEWLY INSTALLED PIPE LINE IN AREAS WHERE TRAFFIC MUST PASS, THE CONTRACTOR SHALL INSTALL A TEMPORARY SURFACE CONSISTING OF NINE INCHES OF COMPACTED LIME ROCK BASE AND A COAT OF ASPHALT EMULSION. PERMANENT ROADWAY REPAIR SHALL BE PERFORMED A MAXIMUM OF TWENTY-ONE CALENDAR DAYS AFTER THE INITIAL OPEN CUTTING.
41. RESTORATION OF CURBS, DRIVEWAYS, SIDEWALKS, AND PLACEMENT OF SOD SHALL BE COMPLETED WITHIN FORTY-FIVE CALENDAR DAYS OF INITIAL DISTURBANCE, OR TWENTY-ONE CALENDAR DAYS OF SUBSTANTIAL COMPLETION, WHICHEVER OCCURS FIRST.

CONSTRUCTION

42. THE EXHAUST SYSTEM OF ALL GASOLINE AND DIESEL ENGINES SHALL BE EQUIPPED WITH MUFFLERS THAT MEET THE EQUIPMENT MANUFACTURER'S REQUIREMENTS FOR NOISE SUPPRESSION. THE CONTRACTOR SHALL INSTALL NOISE ABATEMENT BARRIERS POSITIONED TO BREAK LINE-OF-SITE FROM THE NOISE SOURCE TO AFFECTED RESIDENCES, AS APPROVED BY THE ENGINEER.
43. NO MATERIAL SHALL BE STOCKPILED IN ROADWAYS. ALL DIRT AND DEBRIS SHALL BE REMOVED FROM THE JOB SITE DAILY. ROADS SHALL BE SWEEPED DAILY AS PART OF DAILY CLEAN UP.
44. THE CONTRACTOR IS TO CONTROL ALL FUGITIVE DUST ORIGINATING ON THIS PROJECT BY WATERING OR OTHER METHODS AS REQUIRED.
45. INGRESS AND EGRESS TO ALL THE PROPERTIES IN THE CONSTRUCTION AREA SHALL BE MAINTAINED AT ALL TIMES.
46. PRIOR APPROVAL WILL BE REQUIRED FOR REMOVAL OF ANY TREE WITHIN THE CONSTRUCTION AREA, UNLESS OTHERWISE NOTED ON THE PLANS.
47. THE CONTRACTOR SHALL PROVIDE ALL DEWATERING EQUIPMENT NECESSARY TO KEEP ALL EXCAVATIONS DRY. DEWATERING IS REQUIRED TO 18" BELOW TRENCH BOTTOM. THE CONTRACTOR SHALL SUBMIT DEWATERING PLAN TO DISTRICT FOR APPROVAL PRIOR TO CONSTRUCTION.
48. ALL PIPING AND FITTINGS USED ON THIS PROJECT SHALL BE AS NOTED ON THE PLANS AND IN THE CONTRACT DOCUMENT AND SHALL BE INSTALLED TO THE LINES AND GRADES SHOWN ON THE PLANS AND PROFILES.
49. ALL PIPE LENGTHS ARE PLUS OR MINUS AND MAY BE ADJUSTED IN THE FIELD AS REQUIRED. PIPE MEASUREMENTS AND STATION OFFSETS ARE TO CENTER OF STRUCTURES OR FITTINGS. REFER TO DETAIL SHEET FOR ALL REFERENCE POINTS.
50. ALL ROCKS OR STONES LARGER THAN SIX INCH DIAMETER SHALL BE REMOVED FROM THE BACKFILL MATERIAL. BACKFILL MATERIAL PLACED WITHIN ONE FOOT OF PIPING AND APPURTENANCES SHALL NOT CONTAIN ANY STONES LARGER THAN TWO INCH DIAMETER.
51. ALL PENETRATION OF EXISTING STRUCTURES SHALL BE BY THE MECHANICAL ROTARY CORE BORING METHOD.
52. ALL CONCRETE AND REBAR PENETRATED OR DISTURBED SHALL BE COATED WITH TWO COATS OF EPOXY.
53. CONTRACTOR IS RESPONSIBLE FOR ALL UNSUITABLE MATERIAL REMOVAL WITHIN PROJECT LIMITS. EXCAVATION,

EMBANKMENT, INCLUDING UTILIZATION, AND UNSUITABLE MATERIAL REMOVAL SHALL BE IN ACCORDANCE WITH FDOT DESIGN STANDARDS, LATEST VERSION.

46. WHERE EXCAVATION IS REQUIRED FOR CONSTRUCTION OF SIDEWALK, ALL STUMPS, ROOTS, ETC. SHALL BE REMOVED COMPLETELY FROM THE SIDEWALK AREA. ALL STUMPS WITHIN THE PROJECT LIMITS SHALL BE REMOVED COMPLETELY AND REPLACED WITH COMPACTED BACKFILL BEFORE THE AREA IS FILLED. TREE ROOTS IN AREA OF PROPOSED SIDEWALK, RAMP, OR DRIVEWAY REPLACEMENT SHALL BE GROUND OUT TO A DEPTH OF 6" BELOW BOTTOM OF NEW SIDEWALK OR DRIVEWAY. ALL PRUNED ROOT DEBRIS SHALL BE REMOVED FROM THE SUB-BASE MATERIAL PRIOR TO POURING CONCRETE, ASPHALT, OR APPLICATION OF OTHER SPECIFIED MATERIALS. THIS WORK SHALL BE INCLUDED IN AND PAID FOR UNDER THE PAY ITEM FOR CLEARING AND GRUBBING.
47. ALL STUMPS, ROOTS, AND OTHER DEBRIS PROJECTING THROUGH OR APPEARING ON THE SURFACE OF THE GROUND SHALL BE REMOVED TO A DEPTH OF 1-FOOT BELOW THE COMPLETED SURFACE. THIS WORK SHALL BE INCLUDED IN AND PAID FOR UNDER THE PAY ITEM FOR CLEARING AND GRUBBING.
48. ALL MATERIALS NOT CLAIMED BY THE COUNTY SHALL BECOME PROPERTY OF THE CONTRACTOR, AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY THE CONTRACTOR. THIS WORK SHALL BE INCLUDED IN AND PAID UNDER THE PAY ITEM CLEARING AND GRUBBING.
49. THE CONTRACTOR SHALL PROVIDE ALL SHEETING, SHORING, AND BRACING REQUIRED TO PROTECT ADJACENT STRUCTURES OR TO MINIMIZE TRENCH WIDTH. WHERE A SEPARATE PAY ITEM IS NOT PROVIDED, THE COST OF ALL SHEETING, SHORING, AND BRACING REQUIRED SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE ITEM OF WORK FOR WHICH SHEETING, SHORING, AND BRACING IS REQUIRED.
50. THE CONTRACTOR SHALL DISTURB NO MORE GROUND THAN WHAT IS NECESSARY FOR CONSTRUCTION. NO OPEN EXCAVATED TRENCH, OR OTHER UNSAFE CONDITION WILL BE LEFT OVERNIGHT. ALL WORK SITES WILL BE COMPLETELY RESTORED WITHIN SEVEN (7) CALENDAR DAYS OF THE CONCRETE POUR FOR SIDEWALK. THE INTENT OF THIS PROVISION IS TO "SAFE-UP" THE PROJECT SITE AS WORK PROGRESSES, AND SHALL INCLUDE REMOVING FORMS, FILLING HOLES, GRADING, AND REMOVAL OF DEBRIS.
51. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED IN THE PLANS, OR AS DIRECTED BY THE ENGINEER.
52. ANY EXISTING SIGN TO REMAIN THAT IS DISTURBED OR RELOCATED DURING CONSTRUCTION SHALL BE RESET TO CURRENT STANDARDS FOR HEIGHT, OFFSET, AND METHOD OF INSTALLATION AT NO ADDITIONAL COST TO THE COUNTY.
53. ALL EXISTING SWALES NOT DESIGNATED FOR RECONSTRUCTION SHALL BE REGRADED TO PROMOTE POSITIVE DRAINAGE AND MATCH PROPOSED CENTERLINE SWALE ELEVATION AND ALIGNMENT.
54. ALL STORM DRAINS AND STRUCTURES TO REMAIN SHALL BE CLEANED OF DEBRIS, DIRT, VEGETATION AND OTHER MATERIAL. STORM SEWER INLETS SHALL BE MODIFIED (RAISED/LOWERED) TO MATCH PROPOSED FINISHED GRADE.
55. ALL EXISTING FENCES DISTURBED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED AND REINSTALLED BY THE CONTRACTOR AT NO ADDITIONAL COST. (EXISTING FENCES WITHIN R/W TAKING LIMITS SHALL BE RECONSTRUCTED TO THE NEW R/W LINE AND ARE TO BE REIMBURSED UNDER THE MISCELLANEOUS BID ITEM).
56. ALL EXISTING TREES LOCATED WITHIN R/W LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
57. ALL EXISTING STORM DRAINAGE STRUCTURES SHALL BE REMOVED UNLESS OTHERWISE NOTED.
58. ALL EXISTING BUILDINGS SHALL REMAIN UNLESS OTHERWISE NOTED.
59. REMOVE AND REPLACE BASE AND SUB-BASE ACCORDING TO FDOT STANDARDS

CONTACTS

MANATEE COUNTY
PUBLIC WORKS DEPT.
INFRASTRUCTURE ENGINEERING
WAYNE TROXLER, P.E.
1022 26TH AVENUE EAST
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FAX: (941) 708-7431

TECO/PEOPLES GAS CO.
DAN SHANAHAN
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FAX: (941) 342-4011
EMERGENCY: 1-877-832-6911
dshanahan@tecoenergy.com

SUNSHINE STATE ONE CALL OF
FLORIDA
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WAYNE.SUMNER@verizon.com

FLORIDA POWER & LIGHT
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FAX: (941) 723-4444
EMERGENCY: 1-800-4-OUTAGE
Greg.Coker@fpl.com

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748-0747 EXT. 1355
FAX: (941) 750-9364

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT
SARASOTA SERVICE OFFICE
DARYL R. FLATT, P.E.
6750 FRUITVILLE ROAD
SARASOTA, FL 34240
(941) 377-3722
FAX: (941) 373-7660

FLORIDA GAS TRANSMISSION
SAFETY HARBOR TEAM
7804 ANDERSON RD.
TAMPA, FL 33634
CHRIS LEE
(813) 468-3327
CELL : (727) 639-7512
christopher.lee@sug.com

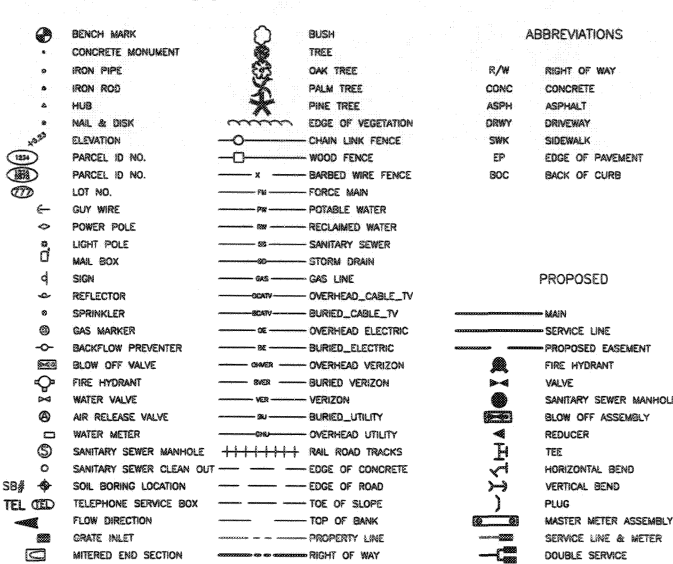
BRIGHT HOUSE NETWORKS
TOM WRIGHT
5413 E. STATE ROAD 64
BRADENTON, FL 34208-5535
(941) 748-3816 EXT. 21348
TOM.WRIGHT@MYBRIGHTHOUSE.COM

DEPARTMENT OF ENVIRONMENTAL
PROTECTION
STEPHANIE BARIOS
13051 N. TELECOM PKWY
TEMPLE TERRACE, FL 33637
PHONE: (813) 632-7600, EXT. 408
FAX: (813) 632-7662

PEACE RIVER ELECTRIC
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P.O. BOX 1310
WACHULA, FL 33873
KENDELL COKER
(863) 767-4660
kendell.coker@preco.coop

MANATEE COUNTY
PUBLIC WORK DEPT.
TRAFFIC ENGINEERING
MICHAEL O'REILLY, P.E.
(941) 749-3500 EXT. 7859
FAX: (941) 749-3571

LEGEND



MANATEE COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES



1022 26th Avenue East
Bradenton, FL 34208

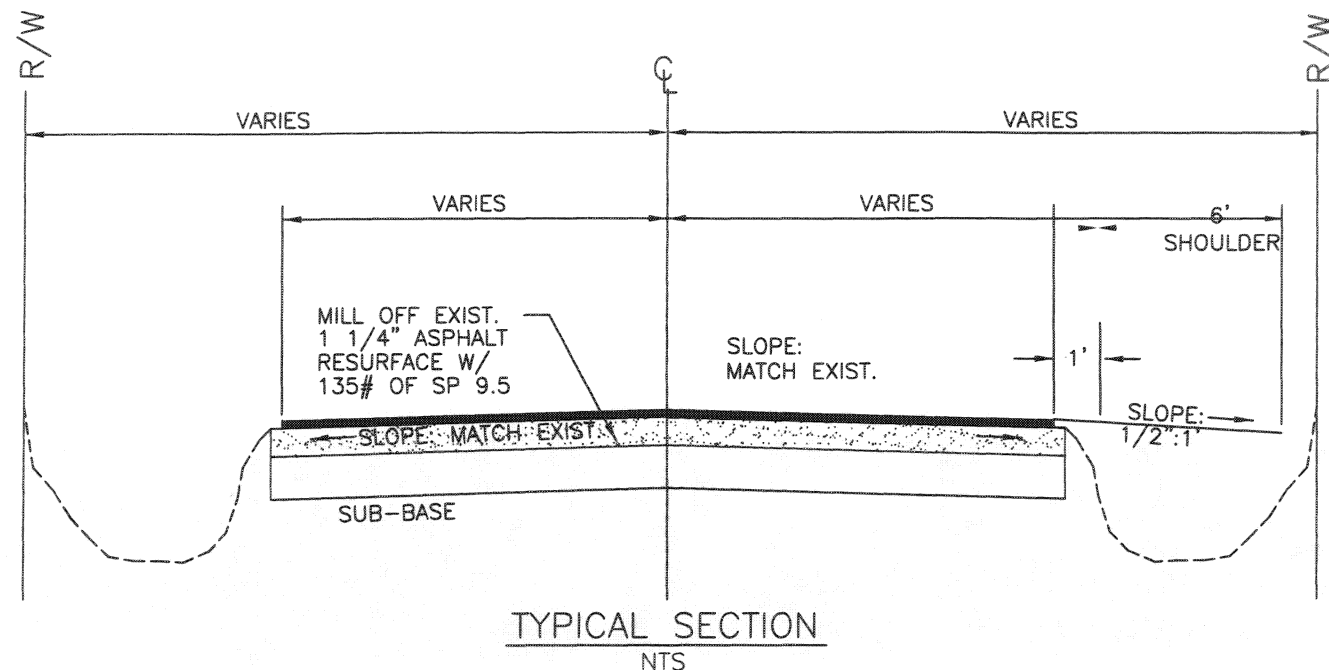
RUBONIA AREA
ROAD RESURFACING
GENERAL NOTES & LEGEND

DATE									
BY									
REVISION DESCRIPTION									
NO.									

PROJECT #	167-5128760
SURVEY #	000
SEC./TWN./RGE	00/00S/00E
SCALE	1"=XX'
	BY DATE
SURVEYED	N/A N/A
DESIGNED	----- 11/10/11
DRAWN	----- 11/10/11
CHECKED	BM 11/10/11

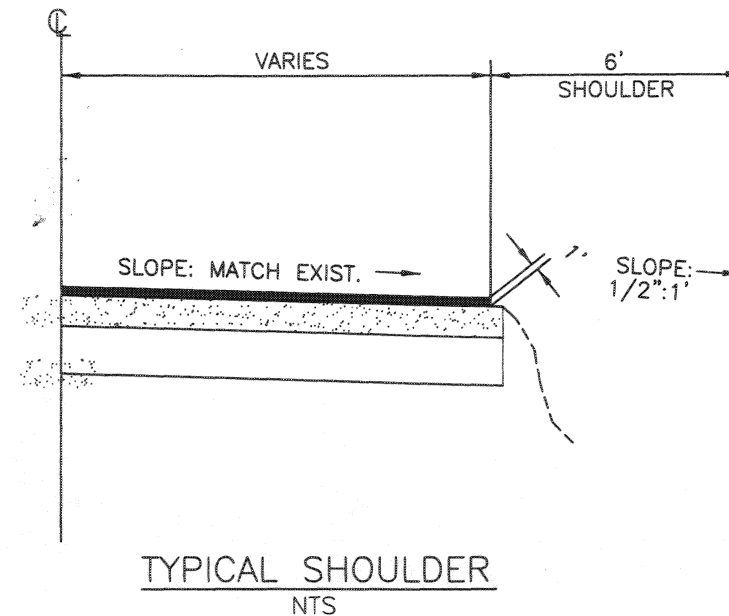
BRIAN MARTINEAU
PAVEMENT MANAGER

Signature & Date



NOTES:

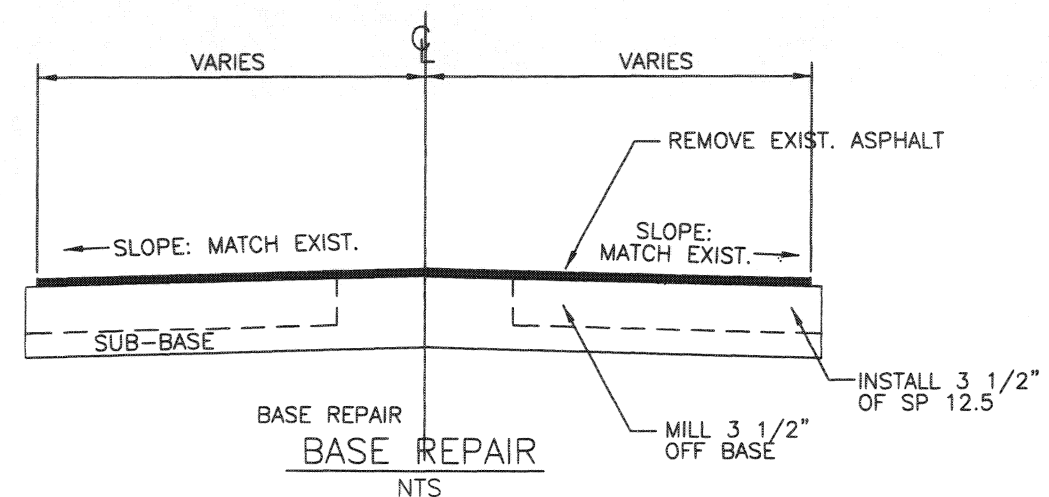
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES 2010 EDITION.
- IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL MEASUREMENTS.
- THE VENDOR SHALL FURNISH ALL NECESSARY SIGNS, FLAG PERSONS, MESSAGE BOARDS, ETC. THAT ARE IN KEEPING WITH GOOD PRACTICE AND/OR REQUIRED BY THE COUNTY FOR TRAFFIC CONTROL.
- CONTRACTOR SHALL NOTIFY ALL RESIDENTS, BUSINESSES AND ASSOCIATIONS IN THE PROJECT LIMITS A MINIMUM OF 72 HOURS PRIOR TO THE ONSET OF CONSTRUCTION.
- THE CONTRACTOR WILL PROVIDE THE COUNTY THE PAVEMENT DESIGN EFFECTIVE THE DAY OF PAVING OPERATIONS.
- THE CONTRACTOR MUST RESURFACE ANY MILLED SURFACE WITHIN 24 HOURS.
- THE VENDOR SHALL HAUL ALL ASPHALT MILLING; PRODUCED FROM THE MILLING PROCESS TO THE COUNTY YARD LOCATED ON 69TH ST. E. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL OTHER EXCESS MATERIAL.
- DRIVEWAYS ALONG THE STREETS SHALL BE DONE AS AN AS REQUIRED BASIS TO OBTAIN A SMOOTH TRANSITION FROM ROAD TO DRIVEWAY AND SUPPORT THE EDGE OF PAVEMENT.
- MOT SHALL BE PAID UNDER MOBILIZATION.
- AT NO TIME CAN THE ROAD BE CLOSED.



NOTE:

- PLACE AND COMPACT FILL DIRT AS REQUIRED.

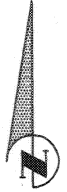
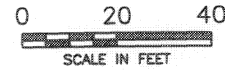
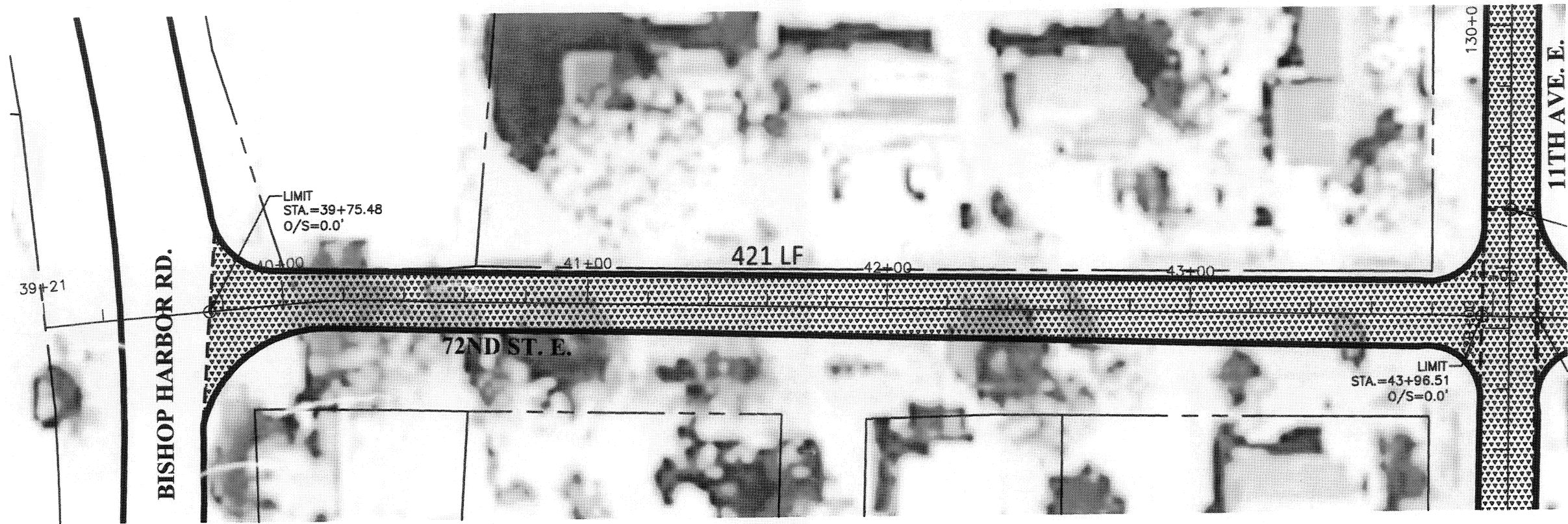
SUMMARY OF QUANTITIES			
ITEM NO.	DESCRIPTION	UNITS	QUANTITY
1	MOBILIZATION	LS	
2	CLIP AND CLEAN	LS	
3	ASPHALT MILLING	SY	1700
4	BASE MILLING	SY	11
5	SWEEP, TACK, SPREAD AND COMPACT	TON	117
6	FDOT SUPER PAVE 9.5 (SURFACE COURSE)	TON	115
7	FDOT SUPER PAVE 12.5 (BASE REPAIR)	TON	2
8	MAINTENANCE OF TRAFFIC	LS	



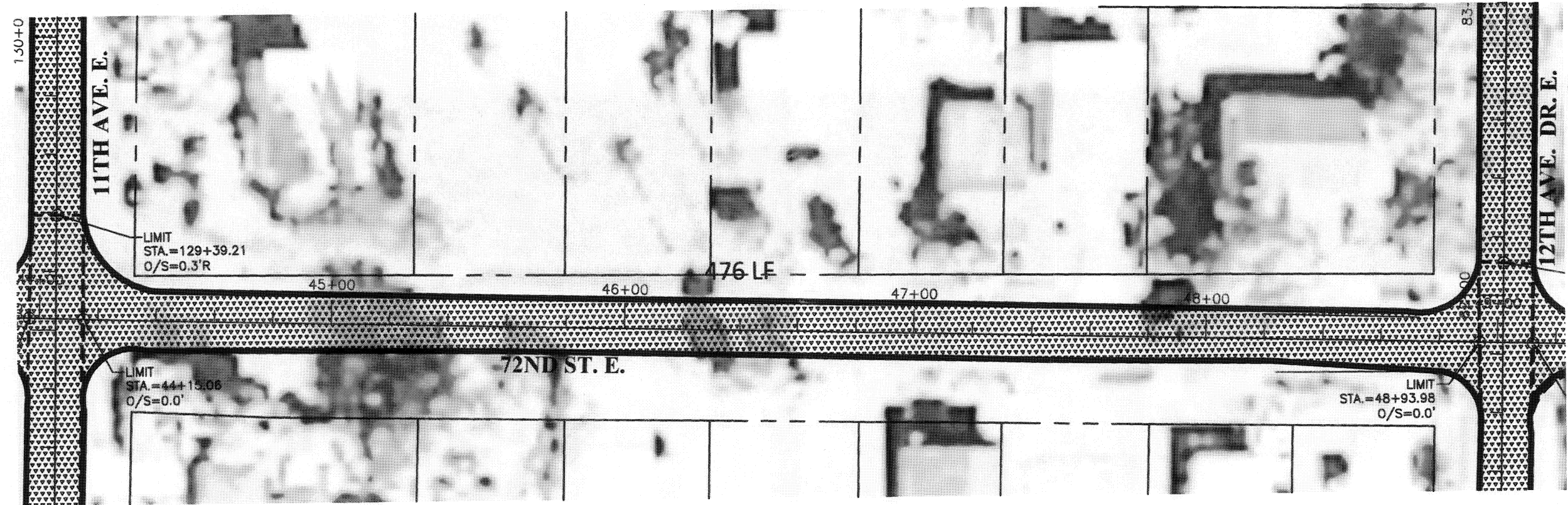
RUBONIA AREA ROAD RESURFACING DETAILS

[illegible]

C:\Documents and Settings\choyer\Desktop\New Folder\Rubonia Resurfacing.dwg, 11/14/2011 11:49 AM, Gary Boyer, 1:1, 11x17



72ND ST. E.
1"=40'



72ND ST. E.
1"=40'

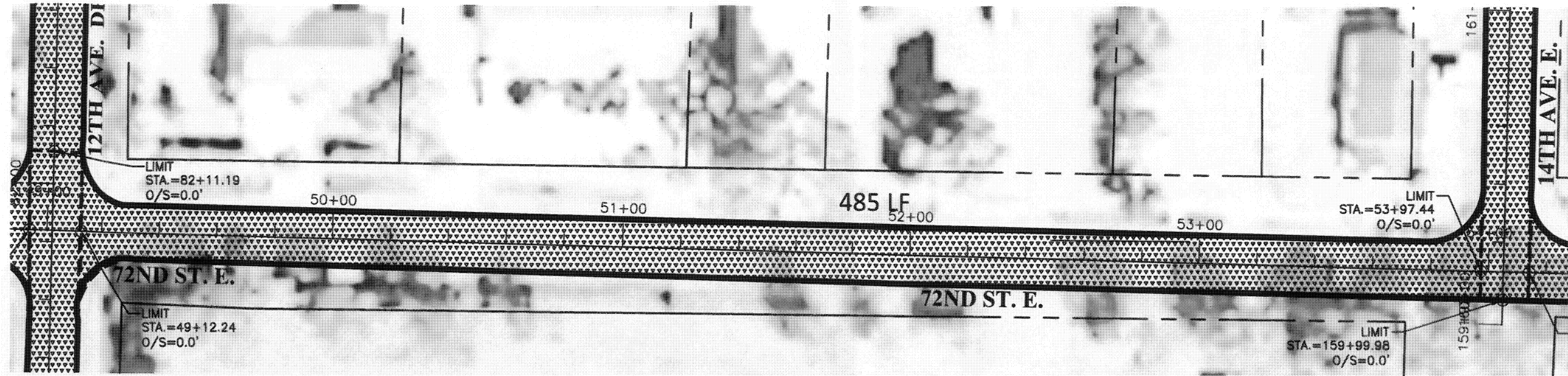


**RUBONIA AREA
ROAD RESURFACING
72ND ST. E.
BISHOP HARBOR ROAD TO EAST END**

NO.	REVISION DESCRIPTION	BY	DATE
PROJECT #	167-5128760		
SURVEY #	000		
SEC./TWN./RGE	00/00S/00E		
SCALE	1"=XX'		
SURVEYED	N/A	BY	DATE
DESIGNED	---	---	11/10/11
DRAWN	---	---	11/10/11
CHECKED	BM	---	11/10/11
BRIAN MARTINEAU PAVEMENT MANAGER			
Signature & Date			
SHEET 4 OF 12			

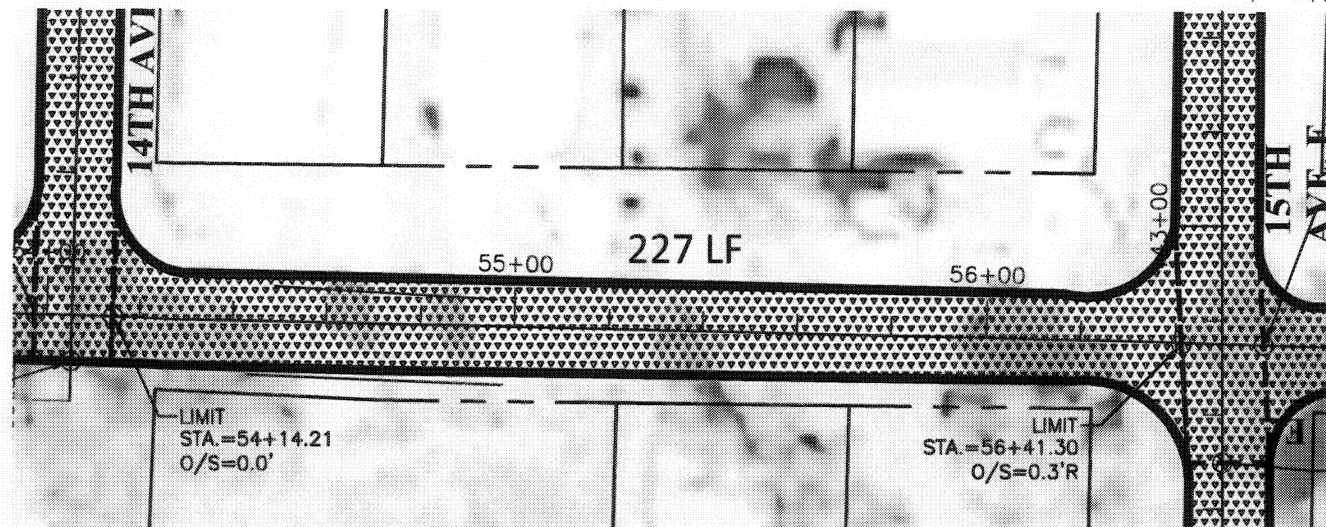
C:\Documents and Settings\jboyer\Desktop\New Folder\Rubonia Resurfacing.dwg, 11/14/2011 11:59 AM Cora Boyer, 10.9868, 11 x 17

0 20 40
SCALE IN FEET



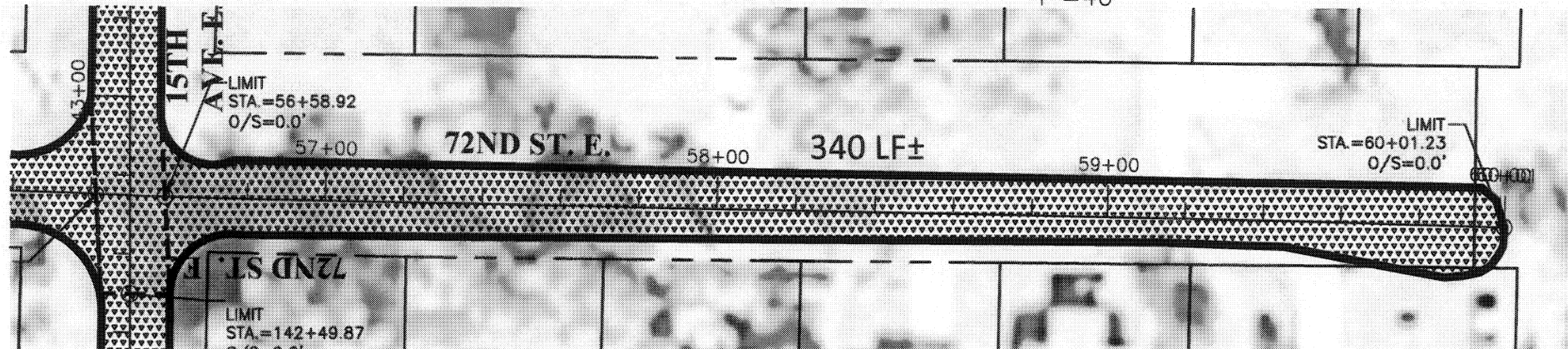
72ND ST. E.

1"=40'



72ND ST. E.

1"=40'



72ND ST. E.

1"=40'

MANATEE COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES



1022 26th Avenue East
Bradenton, FL 34208

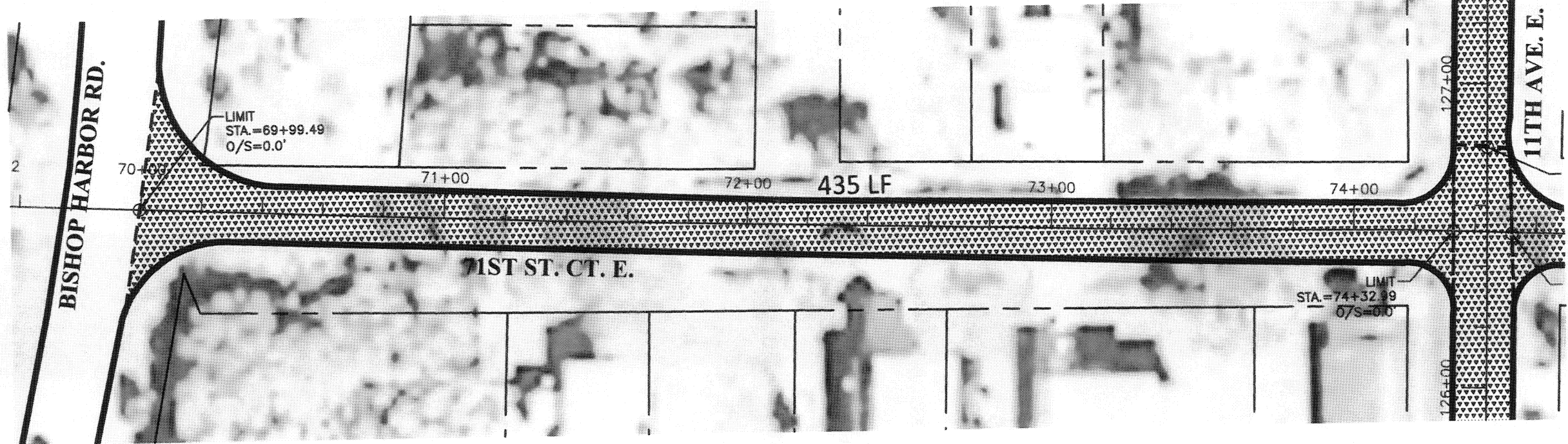
**RUBONIA AREA
ROAD RESURFACING
72ND STREET EAST
BISHOP HARBOR ROAD TO EAST END**

NO.	REVISION DESCRIPTION	BY	DATE

PROJECT #		167-5128760
SURVEY #		000
SEC./TWN./RGE		00/00S/00E
SCALE		1"=XX'
	BY	DATE
SURVEYED	N/A	N/A
DESIGNED	----	11/10/11
DRAWN	----	11/10/11
CHECKED	BM	11/10/11

BRIAN MARTINEAU
PAVEMENT MANAGER

Signature & Date



MATCH LINE STA. 80+50

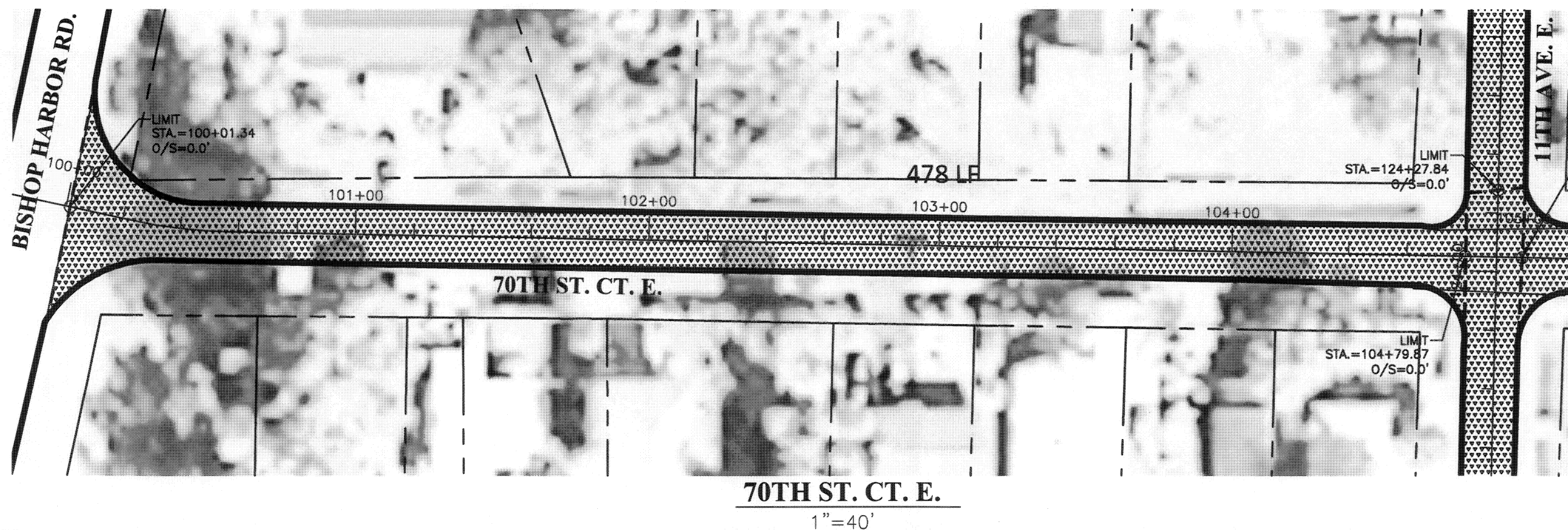
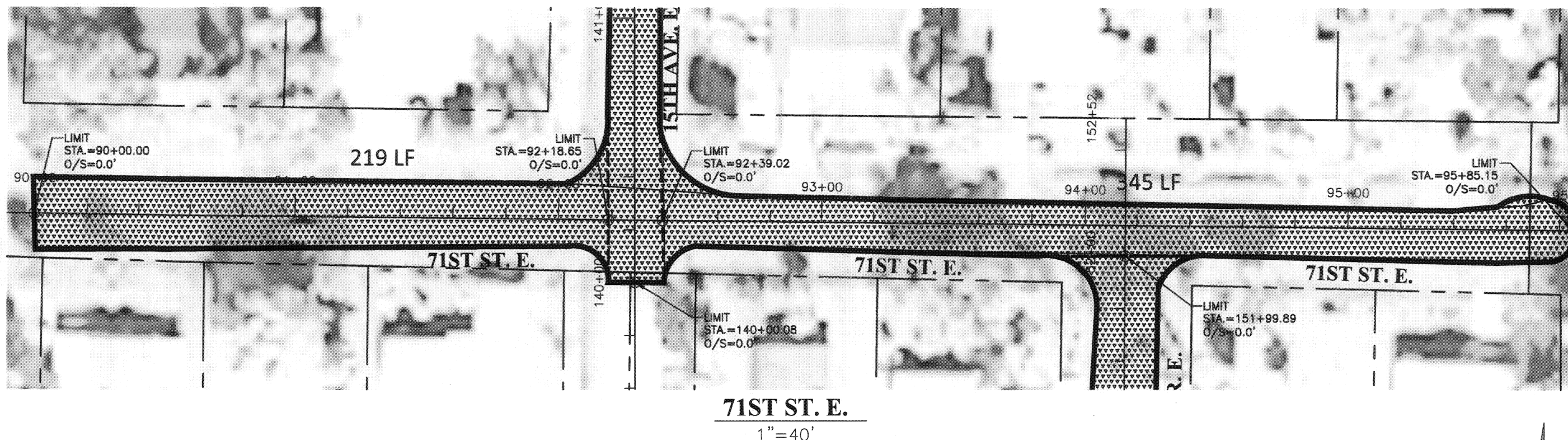
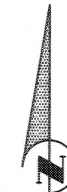


71ST ST. CT. E.
1"=40'

**RUBONIA AREA
ROAD RESURFACING**

**71ST STRET COURT EAST
BISHOP HARBOR ROAD TO EAST END**

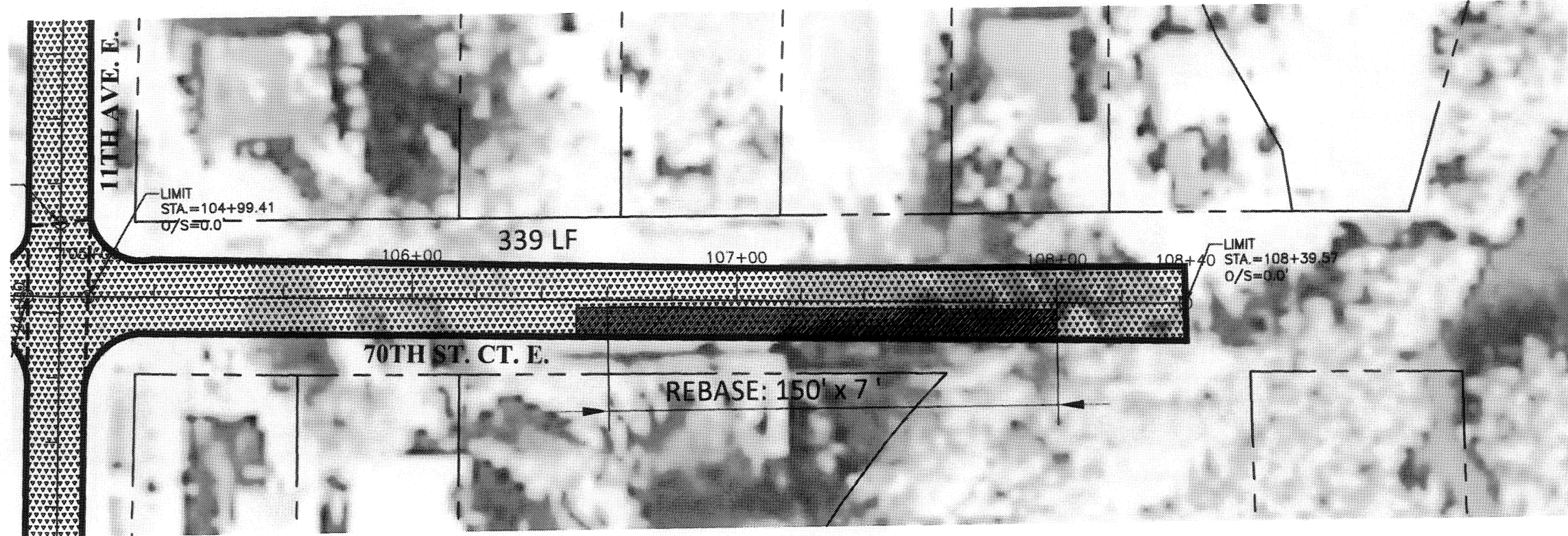
NO.	REVISION	DESCRIPTION	BY	DATE
PROJECT #	167-5128760			
SURVEY #	000			
SEC./TWN./RGE	00/00S/00E			
SCALE	1"=XX'			
	BY	DATE		
SURVEYED	N/A	N/A		
DESIGNED	-----	11/10/11		
DRAWN	-----	11/10/11		
CHECKED	BM	11/10/11'		
BRIAN MARTINEAU				
PAVEMENT MANAGER				
_____ Signature & Date				
SHEET 6 OF 12				



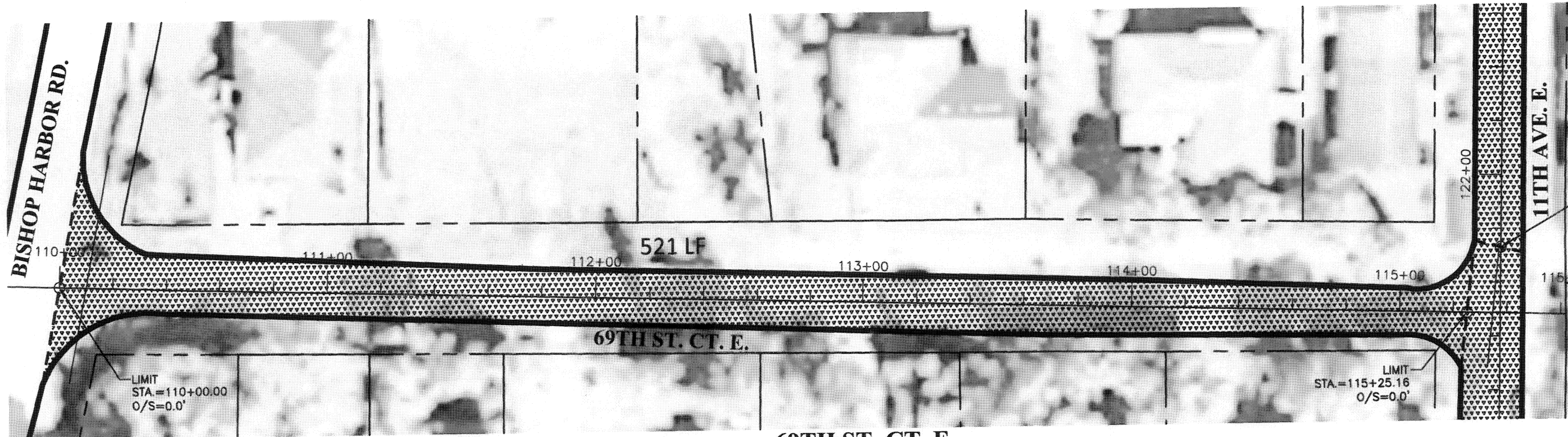
**RUBONIA AREA
ROAD RESURFACING**
71ST ST. E.- FROM 14TH AVE. E. TO END
70TH ST. CT. E.-FROM
BISHOP HARBOR RD. TO 11TH AVE. E.

DATE									
BY									
REVISION DESCRIPTION									
NO.									
PROJECT #		167-5128760							
SURVEY #		000							
SEC./TWN./RGE		00/00S/00E							
SCALE		1"=XX'							
		BY		DATE					
SURVEYED		N/A		N/A					
DESIGNED		-----		11/10/11					
DRAWN		-----		11/10/11					
CHECKED		BM		11/10/11'					
BRIAN MARTINEAU									
PAVEMENT MANAGER									
<hr/> Signature & Date									
SHEET 7 OF 12									

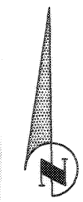
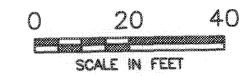
C:\Documents and Settings\choyer\Desktop\New Folder\Rubonia Resurfacing\Seq.3, 11/14/2011 11:51 AM Caro Boyer 10/28/2011 11 x 17




70TH ST. CT. E.
1"=40'



69TH ST. CT. E.
1"=40'



MANATEE COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES



1022 26th Avenue East
Bradenton, FL 34208

**RUBONIA AREA
ROAD RESURFACING**
70TH ST. CT. E. - 11TH AVE. E. TO END
69TH ST. CT. E. -
BISHOP HARBOR RD. TO 11TH AVE. E.

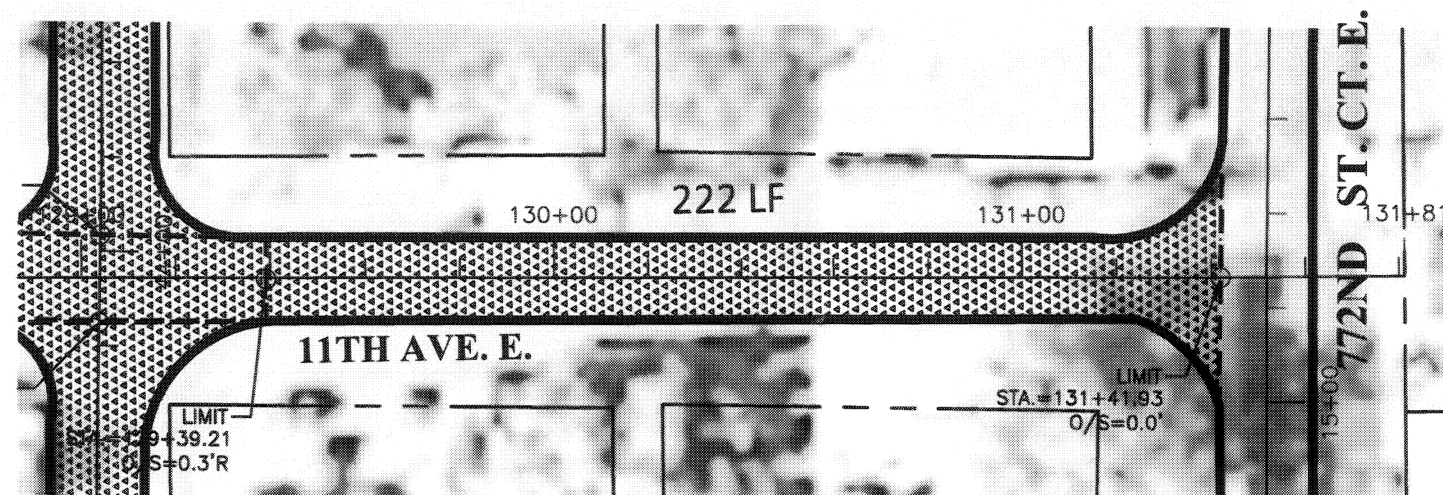
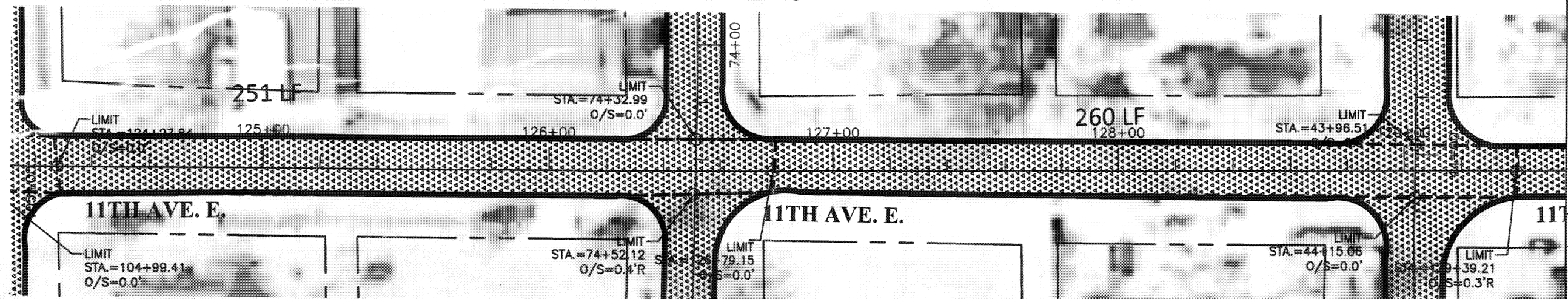
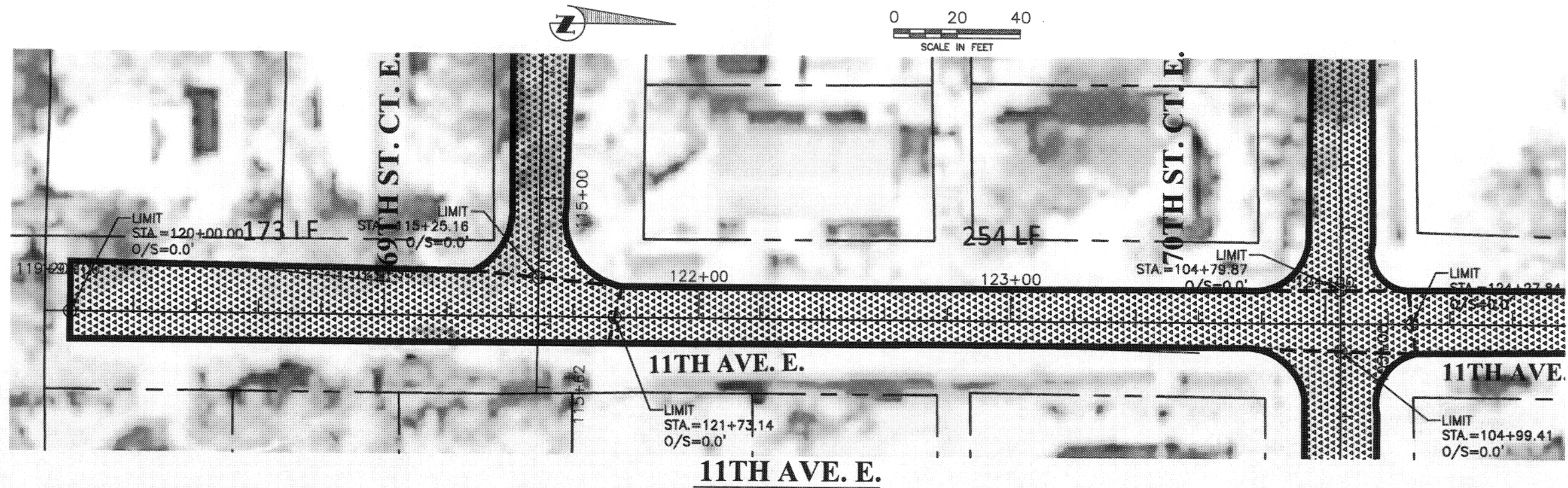
NO.	REVISION DESCRIPTION	BY	DATE
PROJECT #	167-5128760		
SURVEY #	000		
SEC./TWN./RGE	00/00S/00E		
SCALE	1"=XX'		
SURVEYED	N/A	BY	DATE
DESIGNED	-----		11/10/11
DRAWN	-----		11/10/11
CHECKED	BM		11/10/11
BRIAN MARTINEAU			
PAVEMENT MANAGER			
Signature & Date			

**11TH AVE. E.
FROM SOUTH END TO 72ND ST. CT. E.**

BRIAN MARTINEAU
PAVEMENT MANAGER

Signature & Date

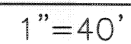
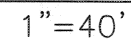
SHEET 9 OF 12

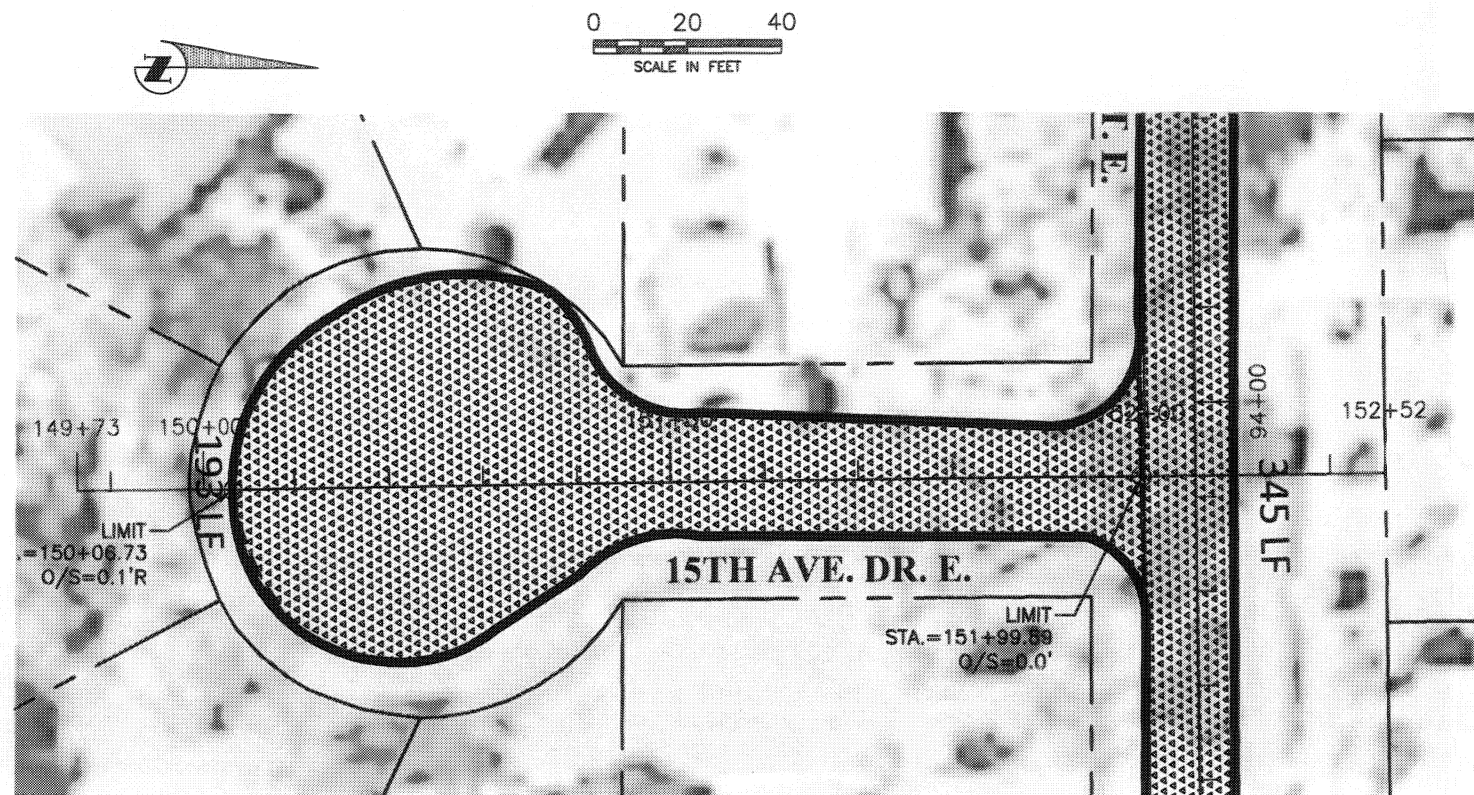


11TH AVE. E.
1"=40'

**15TH AVE. DR. E.
FROM 71ST ST. E. TO 72ND ST. CT. E.**

Signature & Date





15TH AVE. DR. E.
1"=40'



**RUBONIA AREA
ROAD RESURFACING
15TH AVE. DR. E.**

DATE							
BY							
REVISION DESCRIPTION							
NO.							
PROJECT #			167-5128760				
SURVEY #			000				
SEC./TWN./RGE			00/00S/00E				
SCALE			1"=XX'				
	BY		DATE				
SURVEYED	N/A		N/A				
DESIGNED	-----		11/10/11				
DRAWN	-----		11/10/11				
CHECKED	BM		11/10/11'				
BRIAN MARTINEAU							
PAVEMENT MANAGER							
<div style="border-top: 1px solid black; height: 20px; width: 100%;"></div>							
Signature & Date							
SHEET 12 OF 12							