



**INVITATION FOR BID
IFB # 15-0616DC
WARNER'S BAYOU BOAT RAMP (NORTH PARKING LOT)**

Manatee County, a political subdivision of the State of Florida, (hereinafter "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 ensure all prospective bidders have sufficient information and understanding of Owner's needs, an Information Conference will be held at: **10:00 AM on February 4, 2015** at the **Manatee County Purchasing, 1112 Manatee Avenue West, Staples Conference Room, Bradenton, Florida.** Attendance is not mandatory, but is highly encouraged.

DEADLINE FOR CLARIFICATION REQUESTS: **5:00 PM on February 11, 2015**
Reference Bid Article A.06

BID OPENING TIME AND DATE DUE: **3:00 PM on February 23, 2015**

FOR INFORMATION CONTACT:

Deborah Carey-Reed, CPPB, Contract Specialist
(941) 749-3074

deborah.carey-reed@mymanatee.org

Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: _____

A handwritten signature in blue ink is written over the line following "AUTHORIZED FOR RELEASE:". The signature appears to be "D. Carey-Reed".

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SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

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

A.02 SEALED & MARKED

Bids shall be submitted in **duplicate, one original (marked Original) and one copy (marked Copy)** of your **signed bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #15-0616DC Warner's Bayou Boat Ramp (North Parking Lot)"** along with your company name.

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

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid # _____, Title _____

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

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

A.03 SECURING BID DOCUMENTS

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

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

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

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

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

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

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

Bidder shall fill all holes, clean up and restore the Project Site(s) to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands

designated for use by successful bidder in performing the Work are identified in the IFB documents.

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

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

A.05 MODIFICATION OF BID DOCUMENTS

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

A.06 CLARIFICATION & ADDENDA

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

5:00 PM on February 11, 2015 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

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

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

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

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

A.07 LOBBYING

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

A.08 UNBALANCED BIDDING PROHIBITED

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

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

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

A.09 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front loaded. Front loaded bids

could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

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

A.10 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

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

A.11 IRREVOCABLE OFFER

Any bid may be withdrawn up until the time and date set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to Manatee County the goods or services set forth in the attached IFB until one or more of the bids have been duly accepted by Owner.

A.12 BID EXPENSES

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

A.13 RESERVED RIGHTS

Owner reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, Owner 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 Owner. Any sole response received by the first submission date may or may not be rejected by Owner depending on available

competition and current needs of Owner. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

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

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

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

Also, Owner reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information Owner 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.14 APPLICABLE LAWS

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

A.15 COLLUSION

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

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the resulting Agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.16 CODE OF ETHICS

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

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

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

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

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with Owner 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 Owner. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.18 BID FORMS

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

A.19 AGREEMENT FORMS

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

A written notice confirming award or recommendation thereof will be forwarded to the successful bidder accompanied by the required number of unsigned counterparts of the Agreement. Within ten (10) days thereafter, successful bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to Owner. (Note: Agreement must be approved in accordance with Chapter 2-26 of the Manatee County Code of Laws and the Administrative Standards and Procedures Manual approved by the County Administrator).

A.20 LEGAL NAME

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

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

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

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

A.21 DISCOUNTS

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

A.22 TAXES

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

A.23 DESCRIPTIVE INFORMATION

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

A.24 AUTHORIZED PRODUCT REPRESENTATION

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

A.25 ROYALTIES AND PATENTS

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

A.26 AMERICANS WITH DISABILITIES ACT

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

A.27 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

A.28 MBE/DBE

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

A.29 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. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.30 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 Owner for each bid item from any of the bidders; and the bidder shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar Work and other evidence of qualification for each such Subcontractor, supplier, persons or organization if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, supplier, other person or organization, Owner may, before the notice of intent to award is given, request the successful bidder to submit an acceptable substitute without an increase in Contract Sum or Contract Time.

If successful bidder declines to make any such substitution, Owner may award the resulting Agreement to the next lowest qualified bidder that proposes to use acceptable Subcontractors, suppliers, and other persons who Owner does not make written objection to. Successful bidder shall not be required to employ any Subcontractor, supplier, other person or organization who successful bidder has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of the resulting Agreement insofar as it applies to their Work, but this shall not relieve the successful bidder from the full responsibility to Owner for the proper completion of all Work to be executed under the resulting Agreement.

A.31 DISCLOSURE

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

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

Based on the above, Owner will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

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

Pursuant to Section 119.0701, Florida Statutes, in any Agreement entered into by Owner wherein the successful bidder is acting on behalf of Owner, successful bidder must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by Owner in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that Owner would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to Owner all public records in possession of successful bidder upon termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to Owner in a format that is compatible with Owner's information technology systems.

A.32 LOCAL PREFERENCE

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a

physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

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

1. Purchases or Agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference.
2. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.

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

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

A.33 VENDOR REGISTRATION

Registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify local businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

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

Quick steps to registration: www.mymanatee.org/purchasing

A link to Vendor Registration is listed on the Purchasing Division’s web page under “Register as a Vendor”. Click on “Vendor Registration Form” for on-line input.

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

A.34 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.** Where all other evaluative factors, including local preference policies, are otherwise equal, such policies and practices will be a determinative factor in the award decision.

Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

A.35 ePAYABLES

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

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

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

END OF SECTION A

SECTION B
SCOPE OF WORK

B.01 SCOPE OF WORK

The Work included in this bid is generally defined as the replacement of the shell parking lot with 6" thick broadcast shell concrete pavement at Warner's Bayou Boat Ramp (North parking lot), Riverview Boulevard, Bradenton.

The Successful Bidder 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 County.

The Successful Bidder shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services, and incidentals necessary to complete all Work required by these Bid Documents.

B.02 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered, **Bid "A"** based on **45 calendar days** and **Bid "B"** based on **80 calendar days**. Owner has the sole authority to select the bid based on the completion time which is in the best interest of Owner. **Only one award shall be made.**

B.03 LIQUIDATED DAMAGES

If the successful bidder fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the successful bidder, as liquidated damages and not as a penalty, the sum of **\$1,074** per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

B.04 CONTRACT CONTINGENCY WORK

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

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

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

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

END OF SECTION B

SECTION C

BID SUMMARY

C.01 MINIMUM QUALIFICATIONS OF BIDDERS

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

C.02 BASIS OF AWARD

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

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

NOTE: Inspection of the site is a pre-requisite to be considered for award of this bid.

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

The Owner shall also consider if the contractor has failed to meet a project completion date within the past five (5) years.

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

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

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

END OF SECTION C

BID FORM
(Submit in duplicate)

For: IFB #15-0616DC Warner's Bayou Boat Ramp (North Parking Lot)

Total Offer (Bid "A"): _____
Based on a completion time of 45 calendar days
Total Offer (Bid "B"): _____
Based on a completion time of 80 calendar days

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

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

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

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

Bidder's Name: _____

Mailing Address: _____

Telephone: () _____ Fax: () _____

Email Address: _____

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

Acknowledge Addendum No. _____	Dated: _____	Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____	Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____	Acknowledge Addendum No. _____	Dated: _____

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

BID FORM
(Submit in duplicate)

BID "A" 45 CALENDAR DAYS COMPLETION
IFB #15-0616DC WARNER'S BAYOU BOAT RAMP (NORTH PARKING LOT)

	DESCRIPTION	UM	EST QTY	UNIT PRICE	EXTENDED PRICE
2.01	Mobilization	LS	1		\$
2.02	Erosion Control	LS	1		\$
2.03	Grading	LS	1		\$
2.04	Excavate and Haul Existing Material Off-Site	LS	1		\$
2.05	Post and Rope	LF	140	\$	\$
2.06	6” Concrete Pavement	SF	34,465	\$	\$
2.07	Pavement Markings	LS	1		\$
2.08	Washed Shell	LS	1		\$
2.09	Type F Curb and Gutter	LF	110	\$	\$
2.10	Plantings	LS	1		\$
	TOTAL CONSTRUCTION COST (Above Items 2.01 – 2.10)				\$
	Contract Contingency Work (Used only with County Approval)		10% OF ABOVE TOTAL COST		\$
	TOTAL BID “A” (45 Calendar Days)				\$

BIDDER: _____

AUTHORIZED BY: _____

4BF.150616dc.docx

BID FORM
(Submit in duplicate)

BID "B" 80 CALENDAR DAYS COMPLETION
IFB #15-0616DC WARNER'S BAYOU BOAT RAMP (NORTH PARKING LOT)

	DESCRIPTION	UM	EST QTY	UNIT PRICE	EXTENDED PRICE
2.01	Mobilization	LS	1		\$
2.02	Erosion Control	LS	1		\$
2.03	Grading	LS	1		\$
2.04	Excavate and Haul Existing Material Off-Site	LS	1		\$
2.05	Post and Rope	LF	140	\$	\$
2.06	6” Concrete Pavement	SF	34,465	\$	\$
2.07	Pavement Markings	LS	1		\$
2.08	Washed Shell	LS	1		\$
2.09	Type F Curb and Gutter	LF	110	\$	\$
2.10	Plantings	LS	1		\$
	TOTAL CONSTRUCTION COST (Above Items 2.01 – 2.10)				\$
	Contract Contingency Work (Used only with County Approval)		10% OF ABOVE TOTAL COST		\$
	TOTAL BID “B” (80 Calendar Days)				\$

BIDDER: _____

AUTHORIZED BY: _____

4BF.150616dc.docx

MAILING LABEL

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

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN

BIDDER: _____

SEALED BID NO: IFB #

BID TITLE: IFB TITLE

DUE DATE/TIME: _____ @ _____

ATTACHMENT A
BIDDER'S QUESTIONNAIRE
(Submit in Duplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

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

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

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

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

For how many years? _____

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

Is this firm in bankruptcy? _____

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

BIDDER: _____

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

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

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

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

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

BIDDER: _____

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

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

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

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

Surety's Name: _____

Address: _____

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

Agent's Name: _____

Address: _____

Phone: _____

Email: _____

BIDDER: _____

ATTACHMENT B
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE

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

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

[Print individual's name and title]

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

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

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

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

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

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

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

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

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

Notary Public Signature My commission expires _____

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

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

ATTACHMENT C
SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT

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

1. This Sworn Statement is submitted with IFB NO.15-0616DC Warner's Bayou Boat Ramp Parking Lot
2. This Sworn Statement is submitted by _____ whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____,
Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

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

(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this _____ day of _____, 20____.

(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____



R. B. "Chips" Shore

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

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

ATTACHMENT D: E PAYABLES APPLICATION

Company name_____

Contact person_____

Phone number_____

Email Address_____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form to:

Via email to: lori.bryan@manateeclerk.com

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

Revised: June 26, 2013

"Pride in Service with a Vision to the Future"

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

ATTACHMENT E
INSURANCE AND BONDING REQUIREMENTS

The successful bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful bidder shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>1,000,000</u> each occurrence <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
3. <input checked="" type="checkbox"/> Employer's Liability:	\$1,000,000 single limit per occurrence
4. <input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
5. <input type="checkbox"/> Other Insurance, as noted:	<p>a. <input type="checkbox"/> Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input type="checkbox"/> Installation Floater \$ _____ If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful bidder shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the completion of the Work.</p>

Insurance / Bond Type	Required Limits
	<p>d. <input type="checkbox"/> Pollution \$ _____ per occurrence</p>
	<p>e. <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate</p> <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <p>f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence</p> <p>g. <input type="checkbox"/> Property Insurance \$ _____</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide “Builder’s Risk” insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p><i>To the extent that property damage is covered by commercial insurance, Owner and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</i></p> <p>h. <input type="checkbox"/> U.S. Longshoreman’s and Harborworker’s Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input type="checkbox"/> Watercraft \$ _____ per occurrence</p>
6. <input checked="" type="checkbox"/> Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. <input checked="" type="checkbox"/> Payment and Performance Bond:	<p>Payment and Performance Bond shall be submitted by bidder for 100% of the award amount.</p> <p>\$ _____</p>
Reviewed by Risk: 01/05/2015	

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
1. The "Certificate Holder" shall be:
**Manatee County
Board of County Commissioners
Bradenton, FL
IFB# 15-0616DC Warner's Bayou Boat Ramp (North Parking Lot)
For any and all work performed on behalf of Manatee County.**
 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Deborah Carey-Reed, CPPB, Contracts Specialist**

BONDING REQUIREMENTS

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

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

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

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

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

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with Owner. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the successful bidder. Failure of the successful bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. Owner may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB. If another bidder is accepted, and notice given within ninety (90) days after the opening of the bids, this Acceptance shall bind the bidder as though they were originally the successful bidder.

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

BIDDER'S INSURANCE STATEMENT

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

Bidder Name: _____ Date: _____

Bidder's
Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your bid.

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

MANATEE COUNTY (AS OWNER)

and

_____ (AS CONTRACTOR)

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**CONSTRUCTION AGREEMENT FOR
STIPULATED SUM
IFB #15-0616DC WARNER'S BAYOU BOAT RAMP (NORTH PARKING LOT)**

THIS AGREEMENT ("Agreement") is made and entered into by and between Manatee County, a political subdivision of the State of Florida, referred to herein as "Owner", and the firm of _____, incorporated in the State of _____ and registered and licensed to do business in the State of Florida (license # _____), referred to herein as "Contractor."

WHEREAS, the Owner intends to construct **15-0616DC Warner's Bayou Boat Ramp (North Parking Lot)**, the aforementioned improvements being hereinafter referred to and defined as the "Project"; and

WHEREAS, in response to Owner's Invitation for Bid No. **15-0616DC** (the "IFB"), Contractor has submitted its Bid (the "Contractor's Bid") to provide the aforementioned construction services.

NOW THEREFORE, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement and attached Exhibits, the attached General Conditions of the Construction Agreement, Supplementary Conditions (if any), Special Conditions (if any), Drawings (the titles of which are attached hereto as Exhibit A), Specifications (the titles of which are attached hereto as Exhibit B), Addenda issued prior to execution of this Agreement, the Invitation for Bid (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications), any interpretations issued pursuant to the Invitation for Bid, the Contractor's Bid, permits, notice of intent to award, Notice to Proceed, purchase order(s), any other documents listed in this Agreement, and Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement. These form the Agreement, and are as fully a part of the Agreement as if attached or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. No other documents shall be considered Contract Documents.

2. Work. The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. Date of Commencement and Substantial Completion.

A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

B. Contract Time. The Contract Time shall be measured from the date of commencement.

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than ____ days from the date of commencement, or as follows:

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

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

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of **\$1,074** per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Contract Sum.

A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ Dollars and Zero Cents (\$_____), subject to additions and deductions as provided in the Contract Documents.

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. *(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

5. Payments.

A. Progress Payments.

- (1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

- (2) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- (3) Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.
- (4) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (5) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
 - ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts, less retainage of ten percent (10.00%);
 - iii. Subtract the aggregate of previous payments made by the Owner; and
 - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:

- i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
- ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.

- (8) Reduction or limitation of retainage, if any, shall be as follows:

Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment.

- (9) Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- (1) The Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- (2) A final Application for Payment has been approved by the Architect/Engineer.

6. Termination or Suspension.

A. Termination. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.

B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

7. Other Provisions.

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of

occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Contractor within fourteen (14) days.

E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.

F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Contractor. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.

G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

H. Governing Provisions; Conflicts. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

I. E-Verify. The Contractor's employment of unauthorized aliens is a violation of Section 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of all Subcontractors.

8. Insurance and Bonding. If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to)

workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (___) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

9. Independent Contractor. The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

10. Entire Agreement. This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the parties.

11. Amendments; Waivers; Assignment.

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

12. Validity. Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

13. Covenant To Defend. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation,

partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

15. Construction.

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

B. Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

16. Severability. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

18. Attorney’s Fees and Costs. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney’s fees and costs.

19. Notices. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:

Manatee County Public Works Department
Attn: Sherrie Robinson, Project Manager
1022 26th Avenue East
Bradenton, Florida 34208

Email: _____

To the Contractor:

Email: _____

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

20. Exhibits. Exhibits to this Agreement are as follows:

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

- 1—Application for Payment
- 2—Certificate of Substantial Completion
- 3—Final Reconciliation / Warranty / Affidavit
- 4—Change Order

WHEREFORE, the parties hereto have executed this Agreement as of the date last executed below.

Name of Contractor

By: _____

Printed Name: _____

Title: _____

Date: _____

MANATEE COUNTY, a political subdivision
of the State of Florida

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

1.1 Definitions. For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: (name).

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

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

F. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid, unless adjusted in accordance with the terms of the Contract Documents.

I. Construction Team: The working team established pursuant to Section 2.1.B.

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term “Work”, referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner’s approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

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

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner’s contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

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

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: Manatee County, a political subdivision of the State of Florida.

V. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

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

HH. Procurement Ordinance: The Manatee County Procurement Code, Chapter 2-26 of the Manatee County Code of Laws, as amended from time to time.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

LL. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

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

NN. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

OO. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

2.1 Relationship between Contractor and Owner. The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Response to Invitation for Bid. The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

2.2 General Contractor Responsibilities. In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

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

2.3 Project Schedule. The Contractor, within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

- A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall

include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

2.4 Construction Services. The Contractor shall provide the following Construction Services:

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid and the Bid.

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate

of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means and methods of construction.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in

writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Contractor.

N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall

be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;
- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- (3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

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

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For substitutes not included with the Bid, but submitted after the effective date of the Contract Documents, Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and 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 Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. In the event that substitute materials or equipment not included as part of the Bid, but proposed after the effective date of the Contract Documents, are accepted and are less costly than the originally

specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

- (1) 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 Architect/Engineer if Contractor submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.
- (2) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- (3) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Contract Documents and all costs resulting from any delays in the Work while the substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding. No verbal agreement or

conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Contractor, in the course of the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

U. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
- (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.
- (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this

Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.

- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.
- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

- (1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.
- (2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for

providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

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

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

- (1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.
- (2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.
- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to

demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.

- (4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, so as to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

- (1) The Contractor shall provide each of the following as a part of its services hereunder:
 - (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
 - (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
 - (c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
 - (d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;
 - (e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;
 - (f) Provide a quality control program as provided under Section 2.4.C above;
 - (g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;
 - (h) Provide for travel to and from its home office to the Project Site and to those other places within Manatee County as required by the Project;
 - (i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
 - (j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;

- (k) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;
 - (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
 - (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
 - (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
 - (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
 - (p) Cooperate with Owner in the administration of grants.
- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
- (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
 - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- (1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.
- (2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.
- (3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of

overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE III COMPENSATION

3.1 Compensation. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

- (1) In the case of Unit Price Work, in accordance with Section 3.1.C, below;
or
- (2) By mutual acceptance of lump sum; or
- (3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement;
and

- (2) If there is no corresponding adjustment with respect to any other item of Work; and
- (3) If Contractor believes that it has incurred additional expense as a result thereof; or
- (4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
- (5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

3.2 Schedule of Compensation. All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

3.3 Invoice and Payment. All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid. .

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

ARTICLE IV SUBCONTRACTORS

4.1 Subcontracts. At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

4.2 Relationship and Responsibilities. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

4.3 Payments to Subcontractors; Monthly Statements. The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

4.4 Responsibility for Subcontractors. As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

4.5 Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

- (1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- (2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner

shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE V CHANGES IN WORK

5.1 General. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

5.2 Minor Changes in the Work. The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

5.3 Emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

5.4 Concealed Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer

shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid, and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and Contract Sum shall be equitably adjusted.

5.8 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

5.9 Unauthorized Work. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.10 Defective Work. Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

5.11 Estimates for Changes. At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

5.12 Form of Proposed Changes. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

5.13 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and

shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1 General.

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6.2 Administration. The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. **Reporting.** On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4 Rejection of Non-Conforming Work. Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5 Correction of Work. The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

6.6 Timely Performance of Architect/Engineer. The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. In the event that Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 Project Site; Title. The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

7.2 Project Plans and Specifications; Architect/Engineer. The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

7.4 Information; Communication; Coordination. The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

7.5 Governmental Body. The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6 Pre-Completion Acceptance. The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.
- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the

drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

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

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- (3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- (4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;
- (6) Authorize Owner to occupy the project in whole or in part; or
- (7) Participate in specialized field or laboratory tests.

ARTICLE VIII RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

8.2 Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3 No Damages for Delay. If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

8.4 Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.

- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

8.5 Contract Claims and Disputes. After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code of Laws, subject to an administrative hearing process as provided in Section 2-26-64. The decision of the Board of County Commissioners in accordance with Section 2-26-64 of the Manatee County Code of Laws shall be the final and conclusive County decision subject to exclusive judicial review in circuit court by a petition for certiorari.

8.6 Claims for Consequential Damages. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Duty to Defend. The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

ARTICLE X

ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

10.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2 Inspection and Audit. The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

10.3 Access. The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

10.4 Ownership of Documents. Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor under the Contract Documents shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

ARTICLE XI

PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal

employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2 Immigration Reform and Control Act of 1986. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

11.3 No Conflict of Interest. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

A. No Interest in Business Activity. By accepting award of this Contract, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the County Administrator or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

11.4 Truth in Negotiations. By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

11.5 Public Entity Crimes. The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2 Casualty; Actions by Owner and Contractor. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to

complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4 Notice of Loss or Damage. The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII

REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations and Warranties of Contractor. The Contractor represents and warrants to the Owner that each of the following statements is presently true and accurate:

A. **The Contractor is a construction company, organized under the laws of the State of _____, authorized to transact business in the State of Florida, with _____ as the primary qualifying agent.** Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the

Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract time and the recovery of delay damages due to correcting or removing defective Work.

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

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's

written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of his obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor as a result of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its

insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

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

14.2 Termination without Cause by Owner. The Owner, through its County Administrator or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

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

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

14.6 Termination by the Contractor. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

TECHNICAL SPECIFICATIONS

for

Warner's Bayou Boat Ramp (North Parking Lot)

Manatee County, Florida

November 26, 2014

Prepared By:

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Nathan Kragt, PE# 69272

Date:_____



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Warner's Bayou Boat Ramp (North Parking Lot)

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SECTION 01 10 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 Section Includes

Summary of work, other contracts, work sequence, operation of existing facilities, use of premises, Owner furnished products, coordination, cutting and patching

1.02 Summary of Work

- A. The project consists of parking lot improvements, consisting of excavation and replacement of the existing shell parking lot with 6" thick broadcast shell concrete pavement (4,000 psi).
- B. Furnish all materials, equipment, tools, and labor which is reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Project Plans and Specifications or not.
- C. All fees and permits for the permanent construction that are required by controlling agencies or authorities, including fees for the review of Project Plans and Specifications prior to construction, will be procured by the Owner. Other licenses or permits for construction facilities of a temporary nature that are necessary for the prosecution of the work shall be secured and paid for by the Contractor.
- D. Repair, replace, or otherwise settle with the Owner, if damage to property or existing facilities occurs, including damage to pavements, utilities, lawns, structures, etc.
- E. Construct the Project under a single unit price contract.

1.03 Work Under Other Contracts

- A. N/A

1.04 Work Sequence

The Contractor's sequence of work may be of his choosing in order to complete the work in the allowed time frame while accommodating other contractors on site.

1.05 Operation of Existing Facilities

The Owner shall be able to operate existing facilities 24 hours per day, 7 days per week.

1.06 Contractor Use of Premises

Confine operations at the site to areas permitted by applicable laws, ordinances, permits, and by the Project Plans and Specifications. Do not unreasonably encumber the site with materials or equipment. Do not load structures with weight that will endanger the structure. The Contractor shall assume full responsibility for protection and safekeeping of products stored on the job site.

1.07 Owner Furnished Products

- A. N/A

1.08 Coordination

- A. The Contractor shall be fully responsible for the coordination of his work and the work of his employees, subcontractors, and suppliers and to assure compliance with schedules.
- B. It is the Contractor's responsibility to coordinate with all the utilities regarding locates, testing, or relocations.

1.09 Cutting and Patching

- A. The Contractor shall, at no additional expense to the Owner, perform cutting and patching necessary to the completion of the Project. Perform cutting and patching in a manner to prevent damage to the structure or previously completed work.
- B. Refinish surfaces as necessary to provide an even finish. Refinish continuous surfaces to the nearest intersection.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 27 00
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

- A. Payment for all Work done in compliance with the Project Plans and Specifications, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Bid Items listed herein. Work for which there is not a Bid Item will be considered incidental to the Contract and no additional compensation will be allowed.
- B. The Owner reserves the right to alter the Drawings, modify incidental work as may be necessary, and increase or decrease quantities of work to be performed to accord with such changes, including deduction or cancellation of any one or more of the Bid Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in quantities of Work to be performed, the Contractor will accept payment according to Unit Price Works that appear in the original Contract.
- C. Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Project Plans and Specifications.
- D. The Engineer will make measurements and determinations as necessary to classify the work within Bid Items and determine the quantities for pay purposes; such decisions will be final after 3 days if the Contractor does not submit a written notice as defined in the following paragraph.
- E. If the Contractor differs with the Engineer's classification of the Bid Items or determination of quantities of the Bid Items, he must notify the Engineer in writing within 3 days of the time that the Contractor is informed of the Engineer's decision. Otherwise the Owner will not consider any such difference as a claim for payment.
- F. Failure on the part of the Contractor to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional cost to the Owner; acceptance at no pay; or, acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the Engineer.
- G. Work shall not be considered complete until all testing has been satisfactorily completed and the item of work has demonstrated compliance with plans and specifications.
- H. A preliminary monthly application for payment shall be submitted to the Owner/Engineer for review five (5) days prior to the submittal for approval of the Contractor's monthly payment request.
- I. Where FDOT Bid Item numbers are shown on the bid form, they generally follow FDOT Bid Item number formatting; however, they are only provided in order to use them for pay application purposes. FDOT Bid Item descriptions do not apply; utilize the descriptions on the bid form and within this section to determine the work associated with each Bid Item.

PART 2 BID ITEMS

2.01 Mobilization

A. Work Includes

Preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site. Work also includes obtaining necessary permits, bonds, and insurance as well as providing temporary construction/security fence and surveying stake out and as-built services to lay out and as-built the proposed improvements.

B. Unit of measurement is lump sum.

C. Payment of this item shall be distributed equally over the first two payment applications.

2.02 Erosion Control

A. Work Includes

Furnishing all necessary labor, equipment, material and transportation necessary to install silt fence and other erosion control measures as indicated on the plans or authorized by the Engineer. Erosion Control Measures includes baffle on stormwater outfall control structure.

B. Unit of measurement is lump sum.

2.03 Grading

A. Work Includes

Furnishing of equipment and labor for the placement and compaction of all embankment and fill material, excavation where required, the grading of all slopes and planting areas, the construction or re-channelization of all ditches and swales, the shaping or reshaping of slopes, stabilization, all final dressing, and all other earthwork operations required for the completion of the project. The work shall also include the construction and maintenance of temporary swales, berms, and settling basins for control of erosion and turbidity related to clearing and grubbing, excavation, and grading of the site.

B. Unit of measurement is lump sum.

2.04 Excavate and Haul Existing Material Off-Site

A. Work Includes

Furnishing of equipment and labor for removal and disposal and/or storage of compacted shell, rip rap and wheel stops as indicated on the plans or authorized by the Engineer. Contractor is responsible to dispose of the removed material to an authorized recycling/dumping facility or otherwise specified location within five (5) miles of the project.

B. Unit of measurement is lump sum.

2.05 Post and Rope

A. Work Includes

Furnishing all necessary labor, equipment, material and transportation necessary to install post and rope as indicated on the drawings.

B. Unit of measurement is linear feet.

2.06 6" Concrete Pavement

A. Work Includes

Excavation and preparation of sub base, forming and pouring of concrete base including concrete flume, sand leveling coarse, installation of joints, filler and sealant, removal of excess material, project cleanup, and required labor to complete the work.

B. Unit of measurement is square feet.

2.07 Pavement Markings

A. Work Includes

Temporary and permanent pavement marking installation in areas where new paving occurs. New markings to tie to existing markings where applicable.

B. Unit of measurement is lump sum.

2.08 Washed Shell

A. Work Includes

Hauling, grading, leveling, and finishing as indicated on the drawings.

B. Unit of measurement is lump sum.

2.09 Type F Curb and Gutter

A. Work Includes

Furnishing all necessary labor, equipment, material and transportation necessary to install Type F Curb and Gutter as indicated on the drawings.

B. Unit of measurement is linear feet.

2.10 Plantings

A. Work Includes

Soil preparation, bedding, plants, geofabric, mulch, staking (where required), watering, fertilizing, maintenance. It also includes that all plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.

- B. Unit of measurement is lump sum.

END OF SECTION

SECTION 31 22 00 – GRADING

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall finish grade sub-soil.
- B. The Contractor shall cut out areas to receive stabilizing base course materials for paving and sidewalks.
- C. The Contractor shall place, finish grade and compact top soil.
- D. The Contractor shall fine grade all areas in compliance with the design within +/- .1 feet.

1.2 PROTECTION

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

PART 2 - PRODUCTS

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

PART 3 - EXECUTION

3.1 SUB-SOIL PREPARATION

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

3.2 PLACING TOPSOIL

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

3.3 SURPLUS MATERIAL

- A. The Contractor shall remove surplus sub-soil and topsoil from site at his expense.
- B. The Contractor shall leave stockpile areas and entire job site clean and raked, ready for landscaping operations.
- C. Contractor shall not leave base materials in landscape islands and area.

END OF SECTION 31 22 00

SECTION 31 23 00 – EXCAVATION AND FILL

PART 1 - GENERAL

1.1 SCOPE OF WORK

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

1.2 QUALITY ASSURANCE

- A. Testing Agency:
 - 1. In place soil compaction tests shall be performed by a qualified testing laboratory.
 - 2. Compaction tests shall be taken every 500 feet, except in the road crossings or road shoulders. Tests are to be taken according to current FDOT Standards.
 - 3. Building pads, sidewalks, parking lots and other areas that require a compacted surface for construction will require compaction testing at a minimum of every 8,000 SF.
- B. Reference Standards:
 - 1. American Society for Testing and Materials (ASTM):
 - a. ASTM D1557, Moisture-Density Relations of Soils Using 10-lb. (4.5-kg) Rammer and 18-in. (457-mm) Drop.

1.3 JOB CONDITIONS

- A. The Contractor shall provide, operate and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation, bases, pits, etc., free from seepage, standing or running water at all times throughout the period of construction.
- B. The Contractor shall assume all responsibility for the security of the excavation required, employing bracing, lining or other accepted means necessary to accomplish same.
- C. Excavated areas shall be cleared of all debris, water, slush, muck, clay and soft or loose earth and shall be conditioned to the entire satisfaction of the Engineer.
- D. All excavated material unsuitable for use or which will not be used shall be disposed of in a manner consistent with State and County regulation.

- E. All unsuitable organic materials, roots, logs, etc., found during excavation shall be removed by the Contractor and the trench shall be refilled with suitable material.

PART 2 - PRODUCTS

2.1 MATERIAL FOR CONTROLLED FILL

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

2.2 UNSUITABLE MATERIAL

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

PART 3 - EXECUTION

3.1 INSPECTION

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

3.2 REMOVAL OF UNSUITABLE MATERIALS

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

3.3 EXCAVATION

- A. When concrete or shell subbase footing is to rest on an excavated surface, care shall be taken not to disturb the natural soil. Final removal and replacement of the foundation material and subbase compaction to grade shall not be made until just before the concrete or masonry is placed.
- B. When any structural excavation is completed, the Contractor shall notify the Engineer who will make an inspection of the excavation. No concrete or masonry shall be placed until the excavation has been approved by the Engineer.
- C. The elevations of the footing bottom and the base slab as shown on the Drawings shall be considered as approximate and the Engineer may order in writing, such changes in dimensions or elevations of the footings and slab base as necessary to secure satisfactory foundations.

- D. All excavation shall be made within an area bounded by lines five feet outside and parallel to the exterior walls of the structure to allow for correct forming, shoring and inspection of foundation work. Pouring of concrete against earth side walls shall not be permitted.
- E. If the ground is excavated below the grade called for by the Drawings or becomes unstable due to the Contractor's carelessness or operations, the ground shall be excavated to undisturbed native soil before continuing concreting operations.
- F. If in the opinion of the Engineer, the material at or below the normal grade of the bottom of the trench is unsuitable for pipe or structure foundation, it shall be removed to the depth directed by the Engineer and if so directed, replaced by crushed stone or washed shell.

3.4 STRUCTURAL BACKFILL

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

3.5 BACKFILLING AROUND STRUCTURES

- A. Common fill and structural fill are specified for use as backfill against the exterior walls of the structures. Fill shall be placed in layers having a maximum thickness of eight (8) inches in loose state and compacted to a minimum of 98 percent of the maximum density determined by ASTM D1557, Method A or C, or as directed by the Engineer. No boulders shall be allowed to roll down the slopes and hit the walls.
- B. Backfilling shall be carried up evenly on all walls of an individual structure simultaneously. A variation of two (2) feet in elevation will be the maximum allowable. No backfill shall be allowed against walls until the walls and their supporting slabs, if applicable, have attained sufficient strength. Backfilling shall be subjected to approval by the Engineer.
- C. In locations where pipes pass through building walls, the Contractor shall take the following precautions to consolidate the refill up to an elevation of at least one foot above the top of the pipes:

1. Place structural fill in such areas for a distance of not less than three feet either side of the center line of the pipe in level layers not exceeding 6-inches in depth.
 2. Wet each layer to obtain optimal moisture or as directed and thoroughly compact each layer with a power tamper to the satisfaction of the Engineer.
 3. Structural fill shall be of the quality specified under Part 2 of this Section.
- D. The surface of filled areas shall be graded to smooth true lines, strictly conforming to grades indicated on the grading plan. No soft spots or uncompacted areas shall be allowed in the work.
- E. Temporary bracing shall be provided as required during construction of all structures to protect partially completed structures against all construction loads, hydraulic pressure and earth pressure. The bracing shall be capable of resisting all loads applied to the walls as a result of backfilling.

3.6 FIELD QUALITY CONTROL

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

END OF SECTION 31 23 00

SECTION 31 25 00 – EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

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

1.2 REFERENCE DOCUMENTS

- A. Florida Building Code.
- B. FDEP/COE Dredge and Fill Regulations and/or Permit as applicable.
- C. SWFWMD Permit Regulations and/or Permit as applicable.
- D. Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual.
- E. National Pollutant Discharge Elimination System (NPDES)

PART 2 - PRODUCTS

2.1 EROSION CONTROL

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

2.2 SEDIMENTATION CONTROL

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

PART 3 - EXECUTION

3.1 EROSION CONTROL

A. Minimum procedures for grassing shall be:

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

3.2 SEDIMENTATION CONTROL

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

3.3 PERFORMANCE

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

END OF SECTION 31 25 00

SECTION 32 12 15
STABILIZED SUBGRADE

PART 1 GENERAL

1.01 Section Includes

Stabilized subgrade for asphalt pavement

1.02 References

- A. American Association of State Highway and Transportation Officials (AASHTO) latest edition:
 - 1. AASHTO T180 - Moisture-Density Relations of Soils Using a 10-lb Rammer and 18-in Drop
- B. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition:
 - 1. Section 914 - Materials for Subgrade Stabilization

1.03 Quality Assurance

Field compaction density, stability, and thickness testing frequencies of the subgrade shall be tested once every 300 linear feet of paving per 24-ft wide strip, staggered left, center and right of centerline. Where less than 300 linear feet of asphalt is placed in one day, provide minimum of one test for each per day's construction at a location designated by the Engineer.

1.04 System Description

- A. Stabilize the roadbed below the proposed base to provide a firm and unyielding subgrade.
- B. Provide a finished roadbed section that meets the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added.

PART 2 PRODUCTS

2.01 General

- A. The Contractor may choose the type of stabilizing material, Commercial or Local.
- B. Materials may be either limerock, shell rock, cemented coquina or shell base sources approved by FDOT.

2.02 Limerock

For limerock, carbonates of calcium and magnesium shall be at least 70%. Materials having a plasticity index of more than ten or a liquid limit greater than 40 shall not be used as a stabilizer. The gradation of limerock shall be such that 97% of these materials will pass a 3½ -inch (90 mm) sieve.

2.03 Crushed Shell

- A. Crushed shell for this use shall be mollusk shell (i.e., oysters, mussels, clams, cemented coquina). Steamed shell will not be permitted.
- B. Material having a plasticity index of more than ten or a liquid limit greater than 40 shall not be used as a stabilizer.
- C. At least 97% by weight of the total material shall pass a 3½ -inch (90 mm) sieve and at least 50% by weight of the total material shall be retained on the No. 4 [4.75 µm] sieve.
- D. Not more than 20% by weight of the total material shall pass the No. 200 [75 µm] sieve. The determination of the percentage passing the No. 200 [75 µm] sieve shall be by washing only.

2.04 Local Materials

- A. Local materials used for this stabilizing may be soils or recyclable materials such as crushed concrete, roof tiles and asphalt coated base or reclaimed pavement. However, no materials that deteriorate over time, cause excessive deformations, contain hazardous substances, contaminants, or do not improve the bearing capacity of the stabilized material may be used in accordance with FDOT Specification Section 914.
- B. At least 97% by weight of the total material shall pass a 3½ -inch (90 mm) sieve. Material having a plasticity index greater than ten or a liquid limit greater than 40 shall not be used as a stabilizer.

PART 3 EXECUTION

3.01 General

- A. Prior to the beginning of stabilizing operations, construct the area to be stabilized to an elevation such that, upon completion of stabilizing operations, the completed stabilized subgrade will conform to the lines, grades, and cross-section shown in the plans. Prior to spreading any additive stabilizing material, bring the surface of the roadbed to a plane approximately parallel to the plane of the proposed finished surface.
- B. Process the subgrade to be stabilized in one course, unless the equipment and methods being used do not provide the required uniformity, particle size limitation, compaction, and other desired results, in which case, the Engineer will direct that the processing be done in more than one course.

3.02 Application of Stabilizing Material

- A. When additive stabilizing materials are required, spread the designated quantity uniformly over the area to be stabilized.
- B. When materials from an existing base are to be used in the stabilizing at a particular location, place and spread all of such materials prior to the addition of other stabilizing additives.
- C. Spread commercial stabilizing material by the use of mechanical material spreaders, except that where use of such equipment is not practicable, use other means of spreading, but only upon written approval of the proposed alternate method.

3.03 Mixing

- A. Perform mixing using rotary tillers or other equipment meeting the approval of the Engineer. The Contractor may mix the materials in a plant of an approved type suitable for this work.

Thoroughly mix the area to be stabilized throughout the entire depth and width of the stabilizing limits.

- B. Perform the mixing operations, as specified, (either in place or in a plant) regardless of whether the existing soil, or any select soils placed within the limits of the stabilized sections, have the required bearing value without the addition of stabilizing materials.

3.04 Maximum Particle Size of Mixed Materials

At the completion of the mixing, ensure that the gradation of the material within the limits of the area being stabilized is such that 97% will pass a 3½-inch sieve and that the material does not have a plasticity index greater than eight or liquid limit greater than 30. Note that clay balls or lumps of clay size particles (2 microns or less) cannot be considered as individual particle sizes. Remove any materials not meeting the plasticity requirements from the stabilized area. The Contractor may break down or remove from the stabilized area materials not meeting the gradation requirements.

3.05 Compaction

Compact the materials at a moisture content permitting the specified compaction. If the moisture content of the material is improper for attaining the specified density, either add water or allow the material to dry until reaching the proper moisture content for the specified compaction.

3.06 Finish Grading

Shape the completed stabilized subgrade to conform with the finished lines, grades, and cross-section indicated in the plans. Check the subgrade using elevation stakes or other means approved by the Engineer.

3.07 Condition of Completed Subgrade

- A. After completing the stabilizing and compacting operations, ensure that the subgrade is firm and substantially unyielding to the extent that it will support construction equipment and will have the bearing value required by the plans.
- B. Remove all soft and yielding material, and any other portions of the subgrade which will not compact readily, and replace it with suitable material so that the whole subgrade is brought to line and grade, with proper allowance for subsequent compaction.

3.08 Maintenance of Completed Subgrade

After completing the subgrade, maintain it free from ruts, depressions, and any damage resulting from the hauling or handling of materials, equipment, tools, etc. The Contractor is responsible for maintaining the required density until the subsequent base or pavement is in place including any repairs, replacement, etc., of curb and gutter, sidewalk, etc., which might become necessary in order to recompact the subgrade in the event of underwash or other damage occurring to the previously compacted subgrade. Perform any such recompactation at no expense to the Owner. Construct and maintain ditches and drains along the completed subgrade section.

3.09 Field Quality Control

When proper moisture conditions are attained, compact the material to not less than 98% of maximum density determined by AASHTO T180, and a minimum Limerock Bearing Ratio of 40.

SECTION 32 13 13 – CONCRETE PAVING

1. Description

Construct Portland cement concrete pavement in one course, on a prepared subgrade. Use either the fixed-form or the slip-form method of construction. When reinforced cement concrete pavement is specified or required, use concrete reinforced with steel bars or steel fabric, in accordance with details shown in the Plans. The Engineer may require a demonstration of equipment and paving operations.

If any uncontrolled cracks appear during the life of the Contract, remove and replace the cracked concrete at no additional cost. Investigate and implement immediate effective solutions to eliminate further cracks, in consultation with, and subject to the approval of the Engineer.

2. Materials

Meet the following requirements:

Concrete, Class I (Pavement)..... FDOT Specification Section 346
Joint Seal..... FDOT Specification Section 932

3. Equipment

3.1 General: Ensure the equipment and tools that are to be used meet the following: The capability of handling materials and performing all parts of the work.

To be of such capacity that the paver operates continuously and at a constant rate of production, with starting and stopping held to a minimum.

When equipment operates on the side forms, use scraping devices to clean accumulations from the top of the forms and wheels.

The forms will be a rigid material and mortar tight. Ensure that the alignment and grade of all forms are in accordance with the Project Plans and Specifications, prior to the placing of concrete.

4. Subgrade Preparation

Keep construction of the subgrade completed for a distance of at least 500 feet ahead of the paving operation. Maintain the finished subgrade in a smooth, compact condition, and restore any areas which are disturbed prior to placing the concrete.

Ensure that the subgrade is within tolerance of the optimum moisture content while placing the concrete. Uniformly apply water ahead of the paving operations, as directed by the Geotechnical Engineer.

Do not allow vehicles to travel on the prepared subgrade between the subgrade trimming machine and the paving operations unless specifically authorized.

Accurately trim the subgrade to the required elevation. Trim high areas to proper elevation. Fill low areas with suitable material, compacted to the specified density, or with concrete placed integrally with the pavement. When slip-form paving, include in the width to be trimmed the areas on which the tracks of the paver will operate.

5. Setting Forms

- 5.1 General: Accurately set the forms to line and grade and such that they rest firmly, throughout their entire length, upon the subgrade surface. Join forms neatly and tightly, and brace them to resist the pressure of the equipment operating on the forms. Obtain the Engineer's approval of the alignment and grade of all forms before and immediately prior to the placing of concrete.

Fill any subgrade that is below the established grade at the form line to grade with granular material, in lifts of 1/2 inch or less, for a distance of 18 inches on each side of the pavement edge, and thoroughly compact the material. As an exception, when placing forms on a cement-treated subgrade, the Contractor may use wedging, provided that the wedging system used adequately supports the forms without causing detrimental deflection under the weight of the paving equipment.

6. Protection from Weather

Meet the requirements of FDOT Specification 400-7.1 when placing concrete. When rain appears imminent, stop all paving operations, and cover the surface of the unhardened concrete with the protective covering.

7. Placement of Reinforcement

- 7.1 General: Where the Plans call for reinforced concrete pavement, place the steel reinforcement in the pavement slab in accordance with the details shown in the Plans. At the time of the concrete placement, ensure that the reinforcing steel is free from any of the following which could impair bonding of the steel with the concrete: dirt, oil, paint, grease, mill scale, and any loose or thick rust. Place the reinforcement as provided below.
- 7.2 Fabric: Place welded wire reinforcement at right angles to the centerline of the pavement. Lap adjacent sheets of welded wire reinforcement not less than 6 inches. Make the laps only in the longitudinal members. Contractor to provide Engineer reinforcing layout per plan specifications for review and approval.
- 7.3 Bars: Bar reinforcement is to be placed with securely wired together transverse and longitudinal bars at their intersections. Lap splices not less than 20 times the nominal diameter of the bar, and only in the longitudinal members. Contractor to provide Engineer reinforcing layout per plan specifications for review and approval.

8. Placing Concrete

- 8.1 Distribution: Distribute the concrete on the subgrade to such depth that, when it is consolidated and finished, the slab thickness required by the Plans will be obtained at all points. The surface will at no point be below the grade specified for the finished surface. Place the concrete on the subgrade in a manner which will require as little rehandling as possible.

Place concrete as near to expansion and contraction joint assemblies as possible without disturbing them. Ensure that workers do not walk in the freshly placed concrete with their boots or shoes coated with earth or other deleterious substances.

- 8.2 Use of Spreader: Place concrete on the subgrade by an approved spreading device. Do not place concrete from the discharge bucket or hopper onto an assembly without centering the bucket or hopper directly over the assembly.

A spreader is not required in areas where the width of slab varies, intersections, and small or isolated areas where it would be impractical to use a spreader.

- 8.3 Placement Widths: The Contractor may construct the pavement either in lanes as determined by the longitudinal joints shown in the Plans, or for the full width in one operation. Construct the pavement to the full width of the lane or slab in a single construction operation. When constructing pavement in separate lanes, do not deviate the junction line from the true line shown in the Plans by more than 1/2 inch at any point. Tool the edges of the junction to the radius shown in the Plans.

When constructing pavement in separate lanes, place the lanes adjacent to the low edge of the pavement, as shown on the typical section, first.

- 8.4 Consolidation Along Forms and Joints: Thoroughly consolidate concrete against and along the faces of all forms, and along the full length on both sides of all joint assemblies, by means of hand-operated, spud-type vibrators. Do not allow vibrators to come in contact with a joint assembly, reinforcement, the subgrade or a side form.
- 8.5 Slip-Form Paver: When placing concrete with a slip-form paver, operate the paver with a continuous forward movement. If for any reason it is necessary to stop the forward movement of the paver, immediately stop operation of the vibrating or tamping elements. Do not apply tractive force to the paving machine except that which is controlled from the machine.

Do not insert steel tie-bars into the unsupported side of the freshly formed slab. The Contractor may place tie-bars into position prior to extrusion from the paver by insertion through the forms, by insertion through a temporary support form placed against the form slab, or by other means approved by the Engineer. Use a method that results in placement of the tie-bars at the specified locations with no damage or disruption of the concrete.

9. Striking-off, Consolidating, and Finishing Concrete

- 9.1 General Requirements: Immediately after placing the concrete, strike-off, consolidate, and finish it to produce a finished pavement in accordance with the cross-section, width, and surface finish required by the Project Plans and Specifications. Perform the sequence of operations as follows: strike-off; vibratory consolidation; screeding; floating; removal of laitance; straight-edging; and final surface finish. Except as specified, perform strike-off, consolidation, screeding, and floating by the machine method.

Use equipment that is fully and accurately adjustable to produce a pavement meeting project requirements. Use equipment that is capable of operating in a consistent and smooth manner under all conditions of use.

As soon as possible after screeding while the concrete is plastic, correct all flaws such as cavities, blemishes, marks, or scratches that will not be removed by planing. .

Provide a concrete surface true to grade, cross slope and superelevation, and free of irregularities. If the Engineer permits adding water to assist the finishing operations, apply water as a fog spray by means of approved spray equipment.

- 9.2 Machine Method: Operate the machine over each area of pavement as few times and at such intervals as is necessary to give proper consolidation and to leave a surface of uniform texture. Avoid excessive operation over a particular area.

Perform strike-off, consolidation, and finishing in a manner such as to avoid damage to, or misalignment of, joint assemblies, reinforcing steel, dowels, and other embedded items. Smooth the surface of the concrete and remove the excess mortar from the surface. Carry a small amount of mortar ahead of the float device as it moves on the surface of the concrete. Operate the machine

over the surface of the concrete as many times as required to obtain an acceptable surface, meeting the requirements specified herein. Discard excess mortar beyond the edge of the slab.

10. Edging: After applying the final finish, but before the concrete has become nonplastic, carefully round the edges to a 1/4 inch radius on each side of transverse expansion joints and construction joints and along any structure extending into the pavement. Produce a well-defined and continuous radius, and obtain a smooth, dense mortar finish. Completely remove all concrete from the top of the joint filler.

Check all joints with a straightedge before the concrete has become nonplastic, and, if one side of the joint is higher than the other or the entire joint is higher or lower than the adjacent slabs, make corrections as necessary.

11. Curing

- 11.1 General: After completing the finishing operations and as soon as the concrete has hardened sufficiently to not mar the surface, cover and cure the entire surface and, when the slip-form method is used, cover and cure the edges of the newly placed concrete in accordance with one or more of the methods described below. In cases where curing requires the use of water, ensure that curing has prior right to use all water supplies.

Continuously cure the freshly placed concrete for a period of 72 hours, exclusive of any periods when the temperature of the surface of the concrete falls below 50°F.

- 11.2 Removal of Forms: Do not remove forms from freshly placed concrete for at least 12 hours after placement. Remove forms carefully so as to avoid damage to the pavement. After removing the forms, immediately cure the sides of the slab in the same manner as the surface of the pavement.

12. Joints

- 12.1 General: Construct joints at the locations and in accordance with the details shown in the FDOT Design Standards, Index Nos. 305 and 306.

12.2 Longitudinal Joints:

- 12.2.1 Longitudinal Construction Joints: Where the pavement is poured in strips less than the full width of the pavement, construct longitudinal construction joints in accordance with the details shown in the Plans.

- 12.2.2 Longitudinal Lane-tie Joints: Construct longitudinal lane-tie joints within the limits of a strip of pavement, in accordance with the details shown in the Plans. Construct the plane of weakness by sawing a groove in the hardened concrete. Complete sawing as soon as possible but in no case longer than 72 hours after placing the concrete.

- 12.2.3 Tie Bars and Bolt Assemblies: Place deformed steel tie bars or tie bolt assemblies at the required depth, parallel to the finished surface, at right angles to the joint and at the uniform spacing specified or required in the Plans. Place them in the plastic concrete using approved equipment, or rigidly support them on the subgrade by approved devices capable of preventing displacement prior to placing of the concrete. Do not paint or coat the bars with any material before placing them in the concrete.

If placing tie bars along a longitudinal construction joint using the method of inserting bars with a 90 degree bend in the edge of the plastic concrete and after the concrete hardens straightening these bars, use Grade 40 reinforcing steel for such tie bars. Replace any bar broken while being straightened in an approved manner.

12.3 Transverse Joints:

12.3.1 Transverse Construction Joints: Construct transverse construction joints at the end of all pours and at other locations where the paving operations are stopped for as long as 30 minutes. Do not place construction joints, however, within 10 feet of any other transverse joint or within 10 feet of either end of a section of pavement. If sufficient concrete has not been placed to form a slab at least 10 feet long, remove the excess concrete, back to the last preceding joint. Form the joints by placing a wood or metal bulkhead accurately and securely in place, in a plane perpendicular to the profile and centerline of the pavement. Install dowel bars at the construction joints. Saw or form construction joints, in a manner similar to contraction joints, so that a groove will be formed for holding the joint sealing compound.

12.3.2 Transverse Contraction Joints: Construct transverse contraction joints at the interval indicated in the Plans consisting of planes of weakness created by sawing a groove in the surface of the hardened concrete. Place the groove perpendicular to the surface of the pavement. Install load transfer devices in transverse contraction joints.

Ensure that the sawing equipment does not damage the pavement, and saw the transverse contraction joints as soon as the pavement has hardened to the degree that tearing and raveling are not excessive and before uncontrolled shrinkage cracking begins.

Accomplish the joint sawing in two steps. Make the initial cut 1/8 inch wide by a depth at least 1/3 of the pavement thickness and as soon as possible but in no case longer than 12 hours after placing the concrete. Make a second saw cut, to provide the joint dimensions indicated in the Plans, just prior to sealing the load transfer device.

In cases where a strip of pavement is being placed immediately adjacent to a previously constructed strip of pavement, construct transverse contraction joints using extreme care to time sawing so as to prevent uncontrolled cracks.

Repair any uncontrolled cracks at no additional expense by removing and replacing the pavement across the full width of all affected lanes or shoulders and to the nearest transverse joint in each direction.

After the final sawing, clean the joint, install the bond breaker, and seal the joint.

12.3.3 Transverse Expansion Joints: Form transverse expansion joints using preformed joint filler, and provide them with dowel load transfer, in accordance with the details shown on the FDOT Design Standards.

Form the joints during the placing of the concrete, by securely staking a metal bulkhead accurately in place at the joint location or by other methods which will securely brace and support the joint filler. Where using approved devices to keep the expansion joint filler and dowels securely in place, the Engineer will not require a bulkhead. Protect all transverse expansion joints at the bottom and side edges by a sheet metal strip as specified in FDOT 931-2.1.

Cut the filler to the crown and shape of the slab cross-section and extended it to the subgrade. After installation, ensure that the top is not less than 1 inch, and not more than 1.25 inches, below the finished surface. Furnish the joint filler in lengths not less than the lane widths being poured, except that the Engineer will not require lengths greater than 12 feet. Where more than one section is allowed and used in a joint, securely lace or clip the sections together.

Place the filler normal to the pavement surface. Stake the assembly into position in such a way as to hold the assembly securely in position throughout construction. Ensure that the assembly is true to the line prescribed, subject to a tolerance of 1/4 inch in the width of the slab. Obtain the Engineer's approval of the assembly and its installation before placing any concrete against it. Obtain the Engineer's approval of the cross-section and length of the stakes.

When laying the pavement in partial width slabs, place transverse joints in the succeeding slab in line with the like joints in the first slab. In the case of widening existing pavement, place transverse joints in line with like joints in the existing pavement or as otherwise shown in the Plans.

- 12.4 Load-Transfer Devices: Provide dowel load-transfer devices in all transverse joints. Firmly hold dowel bars in a position parallel to the surface and the centerline of the slab, by approved steel supports and spacers of a type shown in the Plans. The Engineer may approve the use of dowel bar supports or assemblies. Allow the dowels to be free to move in one slab as the concrete contracts and expands. Paint each dowel with one coat of zinc rich primer or red oxide alkyd based primer meeting the requirements of SSPC Paint 25 Type I or Type II. Wait a minimum of 7 days before coating one-half of the dowel with a petroleum based lubricant grease to inhibit bonding to the concrete. Provide a cap for the free end of expansion joint dowels.

Position each dowel such that its final deviation from parallel to the surface of the pavement and parallel to the longitudinal centerline of the pavement does not exceed 1/2 inch. Position each dowel such that its final deviation from being centered on the joint does not exceed 2 inches. Position each dowel such that at no point in its length does it deviate from the surface of the pavement as shown in the Plans in excess of 1 inch. Confirm the position of dowel bars by suitable means acceptable to the Engineer, which may include non-destructive testing methods.

- 12.5 Expansion Joints Around Structures:

- 12.5.1 Expansion Joints at Manholes, Meter Boxes and other Projections: Form expansion joints by placing premolded expansion joint material about all structures and features projecting through, into or against the pavement. Ensure that such joints are 1/2 inch in width.

13. Thickness Determinations

- 13.1 General: After completing the concrete pavement, including any corrective work to meet ride requirement, determine the thickness by one of following methods. The Engineer will select the locations for testing and make the determination of thickness. Sample locations will be taken at various points on the cross-section so that each test represents an area not exceeding 2,500 yd². Provide traffic control, non-destructive equipment, coring equipment, and operator to obtain the samples.
- 13.1.1 Core Borings: To determine the actual thickness, drill cores from the pavement and measure thickness in accordance with ASTM C174. Replace the portions of the pavement removed by the borings at no expense to the owner.
- 13.2 Method of Calculating Average Thickness: The average thickness of the pavement will be determined by using the following method of calculation:
- (a) When the thickness of the pavement is more than 1/2 inch greater than the specified thickness, the calculation will be considered as the specified thickness plus 1/2 inch.
 - (b) The thickness will be calculated as the average thickness for the entire job as a unit.

14. Deficient Thickness

- 14.1 General: The No payments will be made for any pavement which is more than 1/2 inch less than the specified thickness. Any deficient pavement will be just cause for that portion of the concrete pavement addressed to be suspended until the corrections are to the satisfaction of the Engineer. When the pavement contains no longitudinal construction joint, no payment will be made for the area of such pavement that is the product of the full width of the strip placed as a unit times the sum of the distances each way from the short core or cores to the cores on each side which show measurements within the tolerance limits. When the pavement contains longitudinal construction joints, for the width, the Department will use the width between longitudinal construction joint and the edge of pavement.
- 14.2 Deficient Pavement Requiring Removal: The Engineer will evaluate areas of pavement found deficient in thickness by more than 1/2 inch and if, in his judgment, the deficiency is enough to seriously impair the anticipated service life of the pavement, remove such areas and replace them with concrete of the thickness shown in the Plans. There will be no additional payment for the area of pavement removed or for the materials or labor involved in its removal. When removing a section of pavement, remove the full length between transverse joints.
- 14.3 Deficient Pavement Left in Place: If the Engineer determines that the deficiency will not seriously impair the anticipated service life of the pavement, the pavement may be left in place, at no compensation.
- 14.4 Additional Borings: If the number of cores taken is not sufficient to indicate the thickness of the pavement, additional boring locations may be requested, with prior approval from the Engineer at no additional cost.

15. Opening Pavement to Traffic

Construct an earth berm along each edge of the pavement within 36 hours of finishing any newly placed concrete pavement. Build the berm to the full height of the pavement and at least 18 inches wide, and sufficiently compacted to prevent underwash of the pavement. Maintain the berm until the final shoulders are complete.

Except as provided below, keep the pavement closed to traffic for a minimum period of 14 calendar days after placement of the concrete. The Engineer may permit opening of a section of pavement to traffic at an earlier time provided that representative test cylinders, made in accordance with ASTM C31 and tested in accordance with ASTM C39, indicate a compressive strength of at least 2200 psi. Cure these test cylinders in a manner identical to the corresponding section of pavement.

Protect the pavement from all traffic, including construction operations, until the specified period of time has elapsed. Protect the pavement from ambient temperatures below 50°F for the calendar days or until the required compressive strength has been attained.

16. Method of Measurement

- 16.1 Concrete Pavement: The quantities to be paid for will be the plan quantity, in square yards, of plain cement concrete pavement and of reinforced cement concrete pavement, adjusted for average thickness as provided herein.
- 16.2 Joints and Cracks: Include the cost for cleaning and sealing joints in abutting joints between existing pavement and new pavement.

17. Basis of Payment

Prices and payments will be full compensation for all work specified in this Section, including any preparation of the subgrade not included in the work to be paid for under another Contract item; all transverse and longitudinal joint construction, including tie-bars and dowel bars; the furnishing of test specimens; repair of core holes; and all incidentals necessary to complete the work.

END OF SECTION 32 13 13

SECTION 32 32 00 – CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 WORK INCLUDED

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

1.2 QUALITY ASSURANCE

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

1.3 TESTING LABORATORY SERVICES

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

1.4 REFERENCES

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

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

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

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

2.2 ADMIXTURES

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

2.3 ACCEPTABLE MANUFACTURERS

- 1. Pozzolith
- 2. WRDA
- 3. Or equal as approved by the Engineer

2.4 ACCESSORIES

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

2.5 CONCRETE MIXES

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

2.6 FORMS

- A. Forms shall be used for all concrete masonry, including footings. Form shall be so constructed and placed that the resulting concrete will be of the shape, lines, dimensions, appearance and to the elevations indicated on the Drawings.
- B. Forms shall be made of wood, metal, or other approved material. Wood forms shall be constructed of sound lumber or plywood of suitable dimensions, free from knotholes and loose knots; where used for expose surfaces, boards shall be dressed and matched. Plywood shall be sanded smooth and fitted with tight joints between panels. Metal forms shall be of an approved type for the class of work involved and of the thickness and design required for rigid construction.
- C. Edges of all form panels in contact with concrete shall be flush within 1/32-inch and forms for plane surfaces shall be such that the concrete will be plane within 1/16-inch in four feet. Forms shall be tight to prevent the passage of mortar and water and grout.

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

PART 3 - EXECUTION

3.1 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304.
- B. Notify Engineer minimum 24 hours prior to commencement of concreting operations.
- C. Verify anchors, seats, plates and other items to be cast into concrete are placed, held securely and will not cause hardship in placing concrete. Rectify same and proceed with work.
- D. Maintain records of poured concrete items. Record date, location of pour, quantity, air temperature and test samples taken.
- E. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.
- F. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's recommendations.
- G. Pour concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.
- H. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solidly with non-shrink grout.

- I. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- J. Conform to ACI 305 when concreting during hot weather.

3.2 SCREEDING

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

3.3 PATCHING

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

3.4 DEFECTIVE CONCRETE

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

3.5 CONCRETE FINISHING

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

3.6 CURING AND PROTECTION

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

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

3.7 CONCRETE DRIVEWAY RESTORATION

Concrete driveways shall be restored with 6 inches of 3,000 psi concrete with W2.5 X W2.5, 6X6 wire mesh. Place 1/2 inch expansion joint between back of curb and new concrete. Area beneath restoration shall be mechanically tamped prior to placing concrete.

3.8 CONCRETE SIDEWALK RESTORATION

Concrete sidewalks across driveways shall be restored with 6 inches of 3,000 psi concrete with W2.5 X W2.5, 6X6 wire mesh. Place 1/2 inch expansion joint between back of curb and new concrete. Area beneath restoration shall be mechanically tamped prior to placing concrete.

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

END OF SECTION 32 32 00

SECTION 32 32 01 – WEIRS, BAFFLES AND SUPPORTS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to repair to original strength and condition, complete and ready for service, all weirs, baffles, supports and butt plates including stainless steel hardware and of the sizes, shapes and the quantities as shown on the Drawings and as specified herein.

1.2 SUBMITTALS

- A. Submit to the Engineer for approval, complete shop drawings showing details of fabrication and installation of all materials and equipment furnished as specified in the Project Plans and Specifications.
- B. The Engineer, at his discretion, may request the Contractor to submit one 6-inch x 6-inch x 1/4-inch sample of product to be used in the weirs, baffles, and supports, and one 6-inch long actual weir with anchor bolt hole.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The replacement weirs, baffles, and supports shall be polyester plastic resin that are reinforced with fiberglass, of an established and reputable manufacturer who has had experience in the manufacture and installation of the equipment specified, and shall be Leo-Lite 87 as manufactured by F.B. Leopold Company, Inc., Zelienople, Pennsylvania or equal.
- B. Weir plates and scum baffle plates produced from fabricated plate stock with cut edges, notches, etc., will not be acceptable.
- C. Weir plates and scum plates shall be fiberglass reinforced polyester resin laminate or equal.
- D. All weir plates, scum baffle plates, butt plates, washers, and scum baffle support brackets shall be fiberglass reinforced polyester plastic molded by the matched die method to produce uniform, smooth surfaces. All surfaces shall be smooth, resin rich, free of voids and porosity, without dry spots, crazes, or unreinforced areas and shall provide for increased resistance and weathering.
- E. Hardness test shall be made with the resin-rich surface of the product. Flexural tests shall be made with the resin rich surface in compression. Test samples shall be full thickness of the item produced and shall not be machined on the surface.
- F. Procedure to be used in determining the properties listed in the following tables shall be in accordance with the following ASTM Standards: Ultimate Tensile Strength - ASTM Designation D638, Modulus of Elasticity and Flexural Strength - ASTM Designation D790, Impact - ASTM Designation D256, Water absorption - ASTM Designation D 570.

- G. Minimum physical properties at a temperature of 70 degrees F for the plastic shall be as follows:

Tensile Strength	14,000 psi
Flexural Strength	25,000 psi
Flexural Modulus	900,000 psi
Impact, Natches, Izod	
foot pound per inch	13.5
Barcol Hardness	minimum 35
Average coefficient of thermal expansion - inch per inch,	
per degree F	.000016
Water absorption, % 24 hours	0.2

- H. Stainless steel anchor bolts, nuts and washers shall be in accordance with ASTM A276, type 316.
- I. Caulking compound shall be an acrylic polymer or a two part sealant equal or exceeding Federal Spec. TT-S227B.

PART 3 - EXECUTION

3.1 INSPECTION AND REPAIRS

- A. The weirs and baffles shall be inspected and repaired or replaced in full accordance with the manufacturer's recommendations. All holes, cracks and damage shall be repaired to bring them to original strength and condition.
- B. Weirs and baffles shall be restored on the stainless steel hardware to the elevations as shown on the Drawings. Caulking compound shall be used between the contact surface or weirs and face of concrete to completely prevent flow of liquid up between these contact surfaces.

END OF SECTION 32 32 01

SECTION 32 92 00 – SEEDING & SODDING

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including but no limited to, General and Supplementary Conditions and Division-1 Specification sections, apply to the work of this section.

DESCRIPTION OF WORK

The work specified in this Section consists of the establishing of a consistent, dense, healthy stand of grass within the areas specified on the drawings. The work consists of fine grading, preparing the soil, fumigating (if specified on drawings), and installation of grass sod, which shall be furnished by the Contractor. Sodded areas shall also be fertilized, watered and maintained through construction and until Final Acceptance by the Owner and Architect/Engineer.

DELIVERY, STORAGE AND HANDLING

Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

No sod which has been cut for more than 48 hours may be used unless specifically authorized by the Architect/Engineer after this careful inspection thereof.

Transportation: Sod shall be in a moist condition at the time of cutting and shall be kept in a moist condition until it is placed. Sod shall be transported in either a closed can or in an open truck properly covered to prevent windburn, drying, or damage to sod.

Disposal of Surplus Material: Surplus and waste materials resulting from sodding operations shall be legally disposed of by the Contractor off-site.

JOB CONDITIONS

Examination of site: The bidder must acknowledge that he has examined the site, plans and specifications and the submission of a quotation shall be considered evidence that examinations have been made.

The Contractor shall be fully responsible to acquaint himself with the exact location of all utilities and to avoid conflict with all existing facilities. Hand excavate, as required. Maintain stakes set by others until removal is mutually agreed upon by parties concerned.

The Contractor shall be responsible for complete coordination of sodding operations with the other Contractors on the job. Repair of damage to plants, grades, lawns, etc., during installation shall not be considered as an extra, and not be charged to the Owner. Damage caused by other Contractors will be the responsibility of said Contractor.

COMPLETION AND ACCEPTANCE

Completion of the work shall mean the full compliance and conformity with the provisions expressed or implied in the drawings and specifications, and associated change orders.

The acceptability of all material, workmanship, labor and compliance with the specifications, grades and standards shall be solely determined by the Architect/Engineer.

Right to Reject: The Architect/Engineer shall have the right, at any stage of the work, to reject any and all work and materials which, in his opinion, does not meet the requirements of the drawings and specifications. Rejected material shall be immediately removed from the site and acceptable material substituted in its place.

Substantial Completion: Upon notification by the Contractor that the installation is complete, the Architect/Engineer, will perform a substantial completion site observation to determine if the Contractor has completed the work in accordance with the plans and specifications. If final acceptance is not given, the Architect/Engineer will prepare a "punch list". The notification by the Contractor must be made at least three (3) working days before the anticipated substantial completion site observation.

Final Acceptance: Upon notification by the Contractor that all defects have been corrected, the Architect/Engineer will perform on final site observation. Any additional final site observations due to the Contractor's inability to meet the items listed on the initial or subsequent "punch lists", will be at the expense of the Contractor according to the Architect/Engineer's standard hourly rate. Final acceptance will be given upon satisfactory completion of all work, including "punch list" items. The notification by Contractor must be made at least three (3) working days before the anticipated final site observation.

PART 2 - PRODUCTS

FERTILIZER

- A. All fertilizers shall be uniform in composition, free flowing and suitable for application by mechanical spreader equipment. Fertilizers shall be delivered to the site fully labeled according to applicable State Fertilizer Laws. Show the following information on the fertilizer bag or package or tag:
1. Name and address of manufacturer.
 2. Name, brand or trademark.
 3. Number of net pounds of read mixed material in the package.
 4. Chemical composition or analysis.
 5. Guarantee of analysis.
 6. If a brand or grade of fertilizer is delivered in bulk, a written statement having the above listed information must accompany each load.
- B. Sod shall have a 16-4-8 analysis fertilizer containing a minimum 2% magnesium, 2% water soluble magnesium, 2% manganese, 1.5% iron, 3% sulfur and other trace secondary or a fertilizer analysis as recommended by soil testing laboratory. A minimum of 6.0 units shall be slow release nitrogen. At least 50 percent of the phosphoric acid shall be from normal super phosphate or an equivalent source which will provide a minimum of two units of sulfur. Unless otherwise approved by the Architect/Engineer, Type I fertilizer shall be used.

The afore mentioned fertilizer shall have a 27-3-10 analysis containing a similar microcomponent analysis as sod installed in the months of October through January. The fertilizer shall be thoroughly washed in by the Contractor.

PART 3 - EXECUTION

SITE PREPARATION

- A. The general site Contractor shall be responsible for removing construction material and debris from the site and establishing the required rough grades. The Contractor shall be responsible for removing minor residual debris from the site and shaping a finished grade that provides positive drainage, away from buildings and towards stormwater conveyances, and is in conformance with the drawings. Contractor shall notify the Architect/Engineer immediately of any area of the site which does not demonstrate positive drainage away from buildings or other structures, or which may cause damage to adjacent landscaped or natural areas.

- B. Verify grades established during final preparation as being true to finish contours shown, and maintain such areas until the effective date to begin sodding operations. In such instances where a split responsibility exists between grading and sodding Contractors, it shall be the responsibility of the Contractor to maintain a suitable grade for sodding once he has accepted the grade provided to him.
- C. Remove all debris, brush, large roots, weeds and any other deleterious material from the top six inches of soil.
- D. No sod shall be placed on soil which has been treated with soil sterilants until sufficient time has elapsed to permit dissipation of toxic materials. The Contractor shall assume full responsibility for any loss or damage to sod or seed arising from improper use of sterilants or due to his failure to allow sufficient time to permit dissipation of toxic materials, whether or not such sterilants are specified herein.

FERTILIZATION

- A. Apply fertilizer at a minimum rate of 10 pounds per 1,000 square feet and required additional soil amendments in accordance with the soil sample results.
- B. Incorporate fertilizer and soil amendments into the top 2-3 inches of soil and rake to provide a final smooth even grade.

SODDING

- A. Sod Installation: Sod shall be placed when the ground is in a workable condition and temperatures are less than 90 degrees Fahrenheit (when possible). Sod shall not be placed during extended drought, unless irrigation is available or if Contractor is prepared to water not less than once every other day.
- B. Sod cut for more than 48 hours shall not be used without the approval of the Architect/Engineer. All sod shall be kept moist and protected from exposure to sun, wind and freezing prior to placing.
- C. Moistening the Soil: During periods of high temperature and after all unevenness in the soil surface has been corrected, the soil shall be lightly irrigated immediately prior to laying the sod.
- D. Starter Strip: Lay the first row of sod in a straight line with subsequent rows placed parallel to and tightly against each other. Stagger lateral joints to promote more uniform growth and strength. Exercise care to insure that the sod is not stretched or overlapped and that all joints are butted tight in order to prevent voids which would cause air drying of the roots.
- E. Sloping Surfaces: In ditches, place sod with the longer dimension perpendicular to the flow of water in the ditch. On slopes, starting at the bottom of the slope, place sod with the longer dimension paralleled to the contours of the ground. Bury the exposed edge of the sod flush with the adjacent sod. On slopes where the sod may be displaced during sodding operations, the workmen shall work from ladders or treaded planks.
- F. Staking Sod: Stake sod on all slopes of 2:1 or steeper. Sod shall be staked with not less than 4 stakes per square yard with at least one stake for each piece of sod. Stakes shall be of lath or similar material, pointed and driven with the flat side against the slope, 6 inches (6") into the ground, leaving approximately (1/2") of the top above the ground.
- G. Water sod immediately after installation to prevent excessive drying during progress of the work. Contractor will be responsible for watering sod through Final Acceptance.
- H. Finished Transitions: At no time will backs of curbs or gaps in transitions (i.e., walks, beds, structures, etc.) be accepted. All transitions will be horizontally and vertically smooth and congruent with adjacent transitions. Cut all beds with a machete or similar tool to provide a neat, uniform, and consistent bedline. Bedlines shall reflect the shape and form indicated on the drawings and laid to the satisfaction.

WATER AND ROLLING

- A. Roll sod with a mechanical roller of no less than 2 tons as sodding is completed in any one section. All sod areas must be rolled to provide an even sodded appearance with no high or low points.
- B. Immediately following rolling operation, irrigate the sod to a depth sufficient that the underside of the new sod pad and soil immediately below the sod are thoroughly wet.
- C. No equipment or vehicles shall be allowed to travel over the sodded areas after sodding by Contractors on the job site.
- D. Contractor will be responsible for watering in all sodded areas and assure that sodded areas receive 2" to 2 1/2" of water per week through Final Acceptance. Contractor shall make no claim for the loss of sod due to failure of the irrigation system (if applicable).

MAINTENANCE

- A. Begin maintenance immediately following completion of sodding until Final Acceptance.
- B. Routine maintenance includes watering, mowing, replanting and the application of fertilizers, herbicides, pesticides and all necessary measures to maintain the sodded areas through Final Acceptance. At no time shall maintenance applications exceed fifteen (15) days intervals.
- C. The Owner reserves the right to provide independent maintenance applications, if in the opinion of the Architect/Engineer, the Contractor is not performing maintenance as specified herein. Any independent maintenance expensed incurred by the Owner for applications to the work of this section will subject the Contractor to a Change Order deducting said expenses.

WARRANTY

- A. The Contractor will repair all washouts that occur within the warranty period at no additional cost to the Owner. Repairs that are considered excessive by the Architect/Engineer and the Owner (i.e., damage associated with or caused by other Contractors) shall be subject to review and negotiation between the Owner and Contractor.

MEASUREMENT AND PAYMENT

- A. Contractor will submit a lump sum bid and shall receive full compensation for conforming to the provisions of this Section and related drawings. Lump sum paid will be for the complete installation as shown and specified, including any relative change orders.
- B. No additional compensation will be allowed. A complete unit cost breakdown shall be included as a separate item and submitted with the Contractor's bid. Unit cost breakdown shall be on a per square foot basis. Said unit cost breakdown may be submitted after award of Contract and prior to the execution of work. However, the Owner reserves the right to reject any bid that does not include said unit cost breakdown.

END OF SECTION 32 92 00

SECTION 32 93 00 – PLANTING

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the contract, including but not limited to, general and supplementary conditions and Division - 1 Specification sections, apply to the work of this section.

DESCRIPTION OF WORK

The work embraced under this contract includes supplying and placing of all materials as listed in the specifications and on the plans in accordance with sound industry practice. All labor, equipment, tools, plant material and miscellaneous items called for herein or required for satisfactory completion of the work, shall be furnished and installed by the Landscape Contractor.

Sub-contractors shall be responsible for securing all necessary licenses and permits, and shall comply in all ways with Federal, State and Local codes.

INVESTIGATION OF SITE

All bidders shall PERSONALLY examine the site and fully acquaint themselves with all existing conditions in order that no misunderstanding may arise as to the character or as to the extent of the work to be done; and likewise, in order to advise and acquaint themselves with all precautions to be taken in order to avoid injury to persons and property.

QUALITY ASSURANCE

Source Quality Control

General: Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.

Grades and Standards: **All plant material furnished by the Contractor unless otherwise specified shall be Florida No. 1 or better in accordance with the most recent edition; "Grades and Standards for Nursery Plants", parts 1 and 2, published by Florida Department of Agriculture, division of Plant Industry, Gainesville, Florida, most recent edition, as amended.** Provide healthy, vigorous stock, grown in recognized nursery standards in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions or disfigurement. Specimen or accent plant material as noted on the drawings or in the plant list shall be Florida Fancy as defined by said standards.

Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable or as further specified.

Verification: The Contractor shall provide photographic evidence or video cassette of a representative example of all plant material specified on this project. Other specialty plant material may require individual and specific photographs as noted on the drawings.

Trees and Shrubs: Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock grown under climatic conditions similar to conditions in the locality of the project and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions or disfigurement. B&B materials shall be grown in soils comparable to those typical of the proposed planting areas.

Sizes: Provide trees and shrubs of the sizes shown or specified in the landscape plan. Trees and shrubs of larger size may be used if acceptable to the Architect/Engineer, and if sizes of root balls are increased proportionately.

Source: The Contractor will provide the name, address and phone number of all nursery stock dealers or plant material sources providing for the project. The Contractor shall submit certification or verification of source of purchase prior to delivery to the site. Approved equals will only be considered prior to bid opening and notified via addenda.

The Owner's Architect/Engineer or designated individual, herein referred to as the Owner's Representative or Architect/Engineers shall have full authority to approve or reject work performed by the Contractor. The Owner's Authorized Representative shall also have full authority to make field changes that are deemed necessary.

SUBMITTALS

Certification, Landscape Work

The Landscape Contractor shall keep on file copies of certificates of inspection as required by governmental authorities, and manufacturer's or vendor's certified analysis for soil amendments, fertilizer materials, and all other quality control documentation required in these specifications. These files shall be submitted to the Architect/Engineer for review upon request.

Planting Schedule, Landscape Work

Submit a planting schedule indicating the dates of installation anticipated for this project. Once accepted, revise dates only as approved in writing by the Architect/Engineer, after documentation of reasons for delay.

Maintenance Instructions, Landscape Work

Begin maintenance of plants upon delivery to the site. All plants will be maintained by the Contractor until final acceptance or by special maintenance agreement as specified or indicated in the Project Plans and Specifications. Maintenance by the Contractor through Final Acceptance shall include all measures necessary to assure a clean appearance and survivability of the plant material.

Maintain trees, palms, shrubs and other plants by watering, pruning, cultivating and weeding as required for healthy growth. Contractor will be responsible for all landscape maintenance activities during this period including, weeding, fertilizing, mowing and watering. Contractor will be responsible for all costs associated with maintenance activities (including watering) during the maintenance period. Contractor will be responsible for the maintenance of "weed free" planting areas, beds and planters through final acceptance. All planting areas must be weed-free at the time of final acceptance. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades of vertical position as required. Spray as required to keep trees and shrubs free of insects and disease.

At no time shall required maintenance applications by the Contractor exceed a period of fifteen (15) days. Maintenance by the Contractor shall be required through Final Acceptance.

Cleanup: The Contractor shall at all times keep the premises free from accumulation of waste material, soil, and/or rubbish caused by his employees or work. Contractor shall clean behind his work immediately and shall take necessary precautions to keep concrete, brick and other paving material clean of soil. This shall include the use of drop-cloths, etc. Damage to grades or lawns shall be repaired immediately and all debris and excess soil removed. Should the Contractor fail to keep the premises in a clean satisfactory condition, the Owner reserves the right to hire appropriate personnel to perform clean-up work and back charge the Contractor for all costs incurred.

COMPLETION AND ACCEPTANCE

Completion of the work shall be in compliance and conformity with the provisions expressed or implied in the drawings and specifications, associated change orders and field orders.

The Acceptability of all material, workmanship, labor and compliance with the specifications, grades and standards will be solely determined by the Architect/Engineer.

Right to Reject: The Architect/Engineer will have the right, at any stage of the work, to reject any and all work and materials which, in his opinion, does not meet the requirements of the plans and specifications. Rejected material will be immediately removed from the site and acceptable material substituted in its place.

Substantial Completion site observation will be performed by the Architect/Engineer, at the request of the Contractor to observe if the Contractor has completed the work in substantial compliance with the plans and specifications. All requirements of the specifications will apply until Final Acceptance of the work by the Architect/Engineer. The request by the Contractor must be made at least three working days before the anticipated substantial completion site observation.

PRODUCT DELIVERY, STORAGE AND HANDLING

Packaged Materials

Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at the site.

Plant Materials

In the event of a discrepancy between the quantities and types of materials designated in the plant materials list and the landscape plans, the plans shall control.

Trees and Shrubs: Provide B&B trees and shrubs only which have been properly root-pruned and held at the nursery to ensure viability. Do not prune the tree's canopy prior to delivery. Trees with central leaders cut will not be accepted by the Architect/Engineer. Do not bend, bind-tie, or handle trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape. Do not drop B&B material or loosen the roots within the root ball. Provide protective covering during delivery.

Deliver trees and shrubs after preparation for planting has been completed and plant immediately. If planting is delayed more than six hours after delivery, protect from weather and mechanical damage and keep roots moist.

Do not remove container grown stock from containers until planting time.

All sod shall be placed within 24 hours after stripping. Protect sod against drying and breaking.

JOB CONDITIONS

The Landscape Contractor must examine the subgrade, verify the elevations, observe the conditions under which work is to be performed and notify the Architect/Engineer and the Owner's Representative of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected.

Proceed with and complete the landscape work as rapidly as portions of the site become available.

Existing Vegetation to Remain: In areas where existing vegetation is to remain, excavation work shall be done by hand. Only when necessary, roots of existing trees less than 2" in diameter may be cut cleanly, perpendicular to the root. Exposed roots shall be covered with wet burlap to protect from drying and cover up with earth as soon as possible. Roots shall not be left exposed overnight.

Utilities: Call SUNSHINE 811 or otherwise determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required, to minimize possibility of damage to underground utilities. Maintain grade stakes set by others until removal is mutually agreed upon by all parties concerned.

The Landscape Contractor shall be responsible for any repair necessary as a result of his damage.

Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, compacted soil or obstruction, notify Architect/Engineer before planting.

Sequencing and Coordination: Coordinate the work of this Section with related work of other disciplines and inform the Owner's Representative of any scheduling or other discrepancies relating to work to be performed.

Prior to the starting of planting, verify that the underground sprinkler system and finish grading have been approved. Unless specified otherwise, do not commence planting until:

Site grading, soil import, and preparation has been completed and approved.

Substantial provision for irrigation has been provided to maintain plant materials.

Proceed with and complete the landscape planting work as rapidly as portions of the site become available or as otherwise directed.

Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns unless approved otherwise.

When planting of trees and shrubs does not occur after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

WARRANTY

All trees and palms will be warranted for a period of not less than one year from the date of Final Acceptance of the landscape installation. All shrubs and ground covers, landscape accessories (i.e., edging, etc.) and workmanship will be warranted for a period of not less than one year from the date of Final Acceptance of the landscape installation. Turf (sodding, seeding, sprigging) will be warranted for a period of not less than ninety (90) days, unless otherwise specified.

Landscape which was installed in accordance with the drawings and specifications and is damaged or destroyed through vandalism, theft, traffic or by phenomena considered an Act of God, will be replaced by the Contractor at the Contractor's expense through the construction period and until Final Acceptance.

After Final Acceptance by the Architect/Engineer and Owner, the Owner will be responsible for the maintenance of the landscape. It will be understood that in accordance with the terms of the warranty that the Contractor must promptly inform the Owner if proper maintenance is not given to the installation. Such notice will be in writing outlining corrective measures to be taken with a copy to the Architect/Engineer.

Inspections by the Contractor of the job will be made during the warranty period to determine and assure proper maintenance. No claim shall be made by the Contractor that invalidates the warranty based on the Owner's lack of or improper maintenance of the landscape without written documentation by the Contractor to the Owner, with a copy to the Architect/Engineer, that identifies said maintenance concerns.

At the end of the warranty period, inspections will be made jointly by the Owner, Architect/Engineer, and Contractor. All plants not in a healthy growing condition will be removed and replaced with plants of a like kind and size, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Contractor's control.

All replacement plants will be guaranteed for an additional period of one (1) year. Replacement turf will be guaranteed for an additional period of ninety (90) days unless otherwise specified.

PART 2 - PRODUCTS

TOPSOIL

Topsoil and secondary cut soil may be stockpiled for reuse in landscape berm work. If quantity or quality of stockpiled soil material is insufficient, provide additional topsoil or clean fill as specified in the landscape plan required to complete landscape work.

Provide new topsoil or clean fill as specified in the landscape plan which is friable, reasonably free of clay lumps, brush, weeds and other litter and free of roots, stumps, stones larger than 2" in any dimension, and other extraneous or toxic matter harmful to plant growth. Obtain soil from local sources or from areas having similar soil characteristics to that found at project site.

Obtain soils only from naturally well-drained sites; do not obtain from bogs or marshes. Provide soils with a documented pH between 5.5 and 6.8, or amend soil as necessary to bring the soil pH to the specified range.

PLANTING SOIL

Planting soil is soil prepared on site or formulated commercially for backfilling either indoor or outdoor planters and pots or to be used as backfill for plant pits.

Commercially formulated bed mix or clean Florida peat, if required, is specified in the General Notes in the landscape plan.

PREPARATION OF PLANTING SOIL FOR PLANT PITS

Before mixing, clean excavated native soil from plant pits of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth. Particular care shall be taken to remove pieces of mortar, cement, wood and other construction debris from all planting areas.

Mix organic soil amendments, if specified in the landscape plan, and fertilizers with native soil at the rate specified below. Mix thoroughly with excavated native soil before backfilling plant pit.

Fertilizer

Trees: Provide Mycor Tree Saver, PCH Healthy Start Macro Tablets, Milorganite, and organic soil amendments if required in the landscape plan. Mycor Tree Saver shall be applied at the rate of three (3) ounces per one inch (1") of tree caliper. PCH Healthy Start Macro Tablets shall be applied at the rate of four (4) twenty-one (21) gram tablets per one inch (1") of tree caliper. Milorganite shall be applied at the rate of five pounds (5 lbs.) per one inch (1") of caliper. If organic amendments are specified, mix clean Florida peat or approved commercial bed mix thoroughly into the backfill at the rate of 1 part peat to 2 parts native soil. On non-irrigated sites also use Terra-Sorb Hydrogel as per manufacturers specifications.

Shrubs and Groundcover: Provide PCH Healthy Start Macro Tablets and organic soil amendments per plant if specified in the landscape plan. PCH Healthy Start Macro Tablets shall be twenty-one (21) grams and applied at the rate of: one (1) per one (1) gallon plant, three (3) per five (5) gallon plant, four (4) per ten (10) gallon plant, and five (5) per fifteen (15) gallon plant. Install tablets as per manufacturer specifications. Shrubs shall receive one-half pound (1/2 lb.) of Milorganite per one foot (1') of height; groundcovers shall receive Milorganite as per label instructions. See Trees above for type and volume of organic soil amendments if required.

Palms: Provide Plant Health Care Mycor Palm Saver at the rate of two (2) six ounce (6 oz.) scoops per one foot (1') hole diameter and install as per manufacturers recommendations. Use no organic soil amendments in backfill

On non-irrigated sites also use Terra-Sorb Hydrogel as per manufacturers specifications.

Annuals and Rooted Cuttings: For beds of 25 plants or less and borders 2' wide or less, use one (1) quart of clean Florida peat or approved commercial bed mix per plant mixed thoroughly with the native soil for backfill; for larger plantings, spread a 2" layer of clean Florida peat or approved commercial bed mix over the planting area and mix thoroughly into the top 4" of native soil.

Azaleas: Backfill shall be 50% clean Florida peat and 50% native soil excavated for plant pit; mix 1/4 pound Milorganite into prepared backfill for each plant.

SOIL AMENDMENTS

Mycor Tree Saver: A blend of mycorrhizal fungi, beneficial root/soil bacteria, nutrients, and Terra-Sorb Hydrogel produced by Plant Health Care Inc. Apply in backfill as per manufacturers recommendations.

PCH Healthy Start Macro Tablets: Biological slow release tablets that also condition the soil. produced by Plant Health Care Inc. Apply in backfill as per manufacturers recommendations.

Mycor Palm Saver: A blend of mycorrhizal fungi, palm fertilizer and soil conditioner produced by Plant Health Care Inc. Apply in backfill as per manufacturers recommendations.

Terra-Sorb Hydrogel: A non-toxic hydrogel that holds hundreds of times its own weight in water, for gradual release into the root zone as needed produced Plant Health Care, Inc. Apply in backfill as per manufacturers recommendations.

Milorganite: Commercial natural organic fertilizer produced by the Sewage Commission, Milwaukee, Wisconsin or approved equivalent.

Florida Peat: Natural decomposed plant material mined in Florida with no substantial identifiable fibers and with pH range suitable for the intended use; clean and free of twigs and stones. Peat shall consist of 90% organic peat suitable for horticultural purposes.

Controlled-Release Fertilizer: Resin coated fertilizer, Osmocote 18-6-12 or equivalent, designed for constant, balanced release of nutrients for an 8-9 month period. Apply in backfill or as top-dressing according to the manufacturer's guidelines for newly planted plants.

Commercial Lawn Fertilizer: Complete fertilizer of neutral character, with a ratio of 2 parts nitrogen to 1 part each of phosphorus and potassium and contain a full complement of essential trace elements .50% or more of the nitrogen shall be obtained from natural organic sources. Apply during the growing season to lawns at the rate of 4-6 pounds of available nitrogen per 1000 square feet. Lawn fertilizers shall meet requirements and application rates as determined by local governmental entities.

PLANT MATERIALS

Name and Variety: Provide plant materials true to name and variety established by the American Joint Committee on Horticulture Nomenclature " Standardized Plant Names".

Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified.

Trees and Palms: Provide trees and palms of height, spread and caliper listed or shown and with the configuration recommended by "Grades and Standards for Nursery Plants" Florida Department of Agricultural for type and species required. Provide single stem trees except where special forms are shown or listed.

Container-grown trees will be acceptable in lieu of balled and burlapped trees subject to specified limitations of above quality control.

Shrubs: Provide container-grown shrubs of height and spread shown or listed and with not less than the minimum number of canes required by the above quality control for the type and height of shrub required.

Balled and burlapped shrubs will be acceptable if specified in the landscape plan or approved by the Architect/Engineer before installation.

Sod: Provide strongly rooted sod, 95 percent free of weeds and undesirable native grasses. Provide sod species and variety specified in the landscape plan.

Groundcover and Annuals: Provide established and well-rooted plants in removable containers with the height and spread specified in the landscape plan. All plants shall be free of insect pests and diseases.

MISCELLANEOUS LANDSCAPE MATERIALS

Mulch: Provide mulch in bags not bulk unless otherwise specified. Type and Grade of mulch shall be as noted on the drawings.

Anti-Desiccant: Emulsion type, film-forming agent similar to Dowax by Dow Chemical Co., or Wilt-Prof by Nursery Specialty Products, Inc., designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.

Stakes and Guys: Provide stakes and deadmen of sound new hardwood, or treated softwood, at Contractor's option, free of knot holes and other defects. Stake sizes shall be as specified in planting details shown in the landscape plan. Provide wire ties and guys of #14 gauge pliable, galvanized twisted wire, with zinc-coated turnbuckles. Provide new 2-ply garden hose not less than 1/2" hose size, cut to required lengths to protect tree trunks from damage by wires. Duckbill anchor systems are acceptable, provided that they are sized and installed in accordance with the manufacturers instructions.

PART 3 - EXECUTION

PREPARATION

Before preparing areas for planting or sodding, inspect the job site and determine if the grades meet specifications. Inspect the planting and sodding areas and determine if construction activities have produced compacted and poorly drained subsoil conditions unsuitable for the plant materials specified in the landscape plan. Pay special attention to planting islands in paved areas. Look for over-runs in paving and paving base materials and evaluate the impact on the landscape plan and unsuitability of soil modifications for healthy plant growth that these over-runs may produce. Call the Architect/Engineer and the Owner's Representative, if unsuitable conditions are found.

Preparation of Planting Beds

Remove weeds, grass, stones, roots and other debris from planting areas. Level high and low areas to create a smooth surface for planting.

Layout individual tree and shrub locations and areas for mass plantings. Unless otherwise stipulated, plant materials shall be approximately located per the plans by scale measurements using established building, columns, curbs, screen and walls, as reference points. Stake locations and outline areas. The Architect/Engineer may require an inspection of the layout before plant materials are installed. Revise the layout as directed by the Architect/Engineer. Make minor adjustments as may be required due to unknown field conditions. When site conditions vary from the plans, it is the responsibility of the landscape contractor to contact the Landscape Architect to determine revisions to the layout.

Preparation for Planting Lawns

Evaluate areas to be sodded to determine if the Site Contractor has provided the proper grade. Do not begin work until the proper grade has been established. Loosen subgrade of lawn areas to a minimum depth of 4" where compacted soils will not provide an acceptable growing medium for sod. Remove weeds, grasses, stones, roots and other debris. Hand rake to level high and low areas to provide a smooth soil surface. Allow for sod thickness and properly maintained grass height in areas to be sodded adjacent to all paving and curbs. Promptly plant prepared area. Elevation of finish grade shall be 2" below grade of existing pavement. Restore areas to specified condition if eroded or otherwise disturbed after fine grading and prior to laying sod.

Irrigate prior to laying sod to settle the soil and provide adequate soil moisture.

Preparation of Unchanged Grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading or stripping operations, prepare soil for lawn planting as follows: Till to a depth of not less than 6"; apply soil amendments and initial fertilizers as specified; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, free of vegetation, lumps, clods, stones, roots and other extraneous matter.

Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of Owner's property; do not turn over into soil being prepared for lawns.

PLANTING

Excavate plant pits with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.

For balled and burlapped (B&B) trees and shrubs, make excavations at least twice as wide as the ball diameter and equal to the ball depth, plus a 3" allowance for settling of ball on a layer of compacted backfill.

For container grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.

Fill all tree pits with water to test proper drainage percolation prior to planting.

Excavate pits which are found to be inadequately drained to a sufficient depth for proper drainage and backfill with coarse sand.

Planting Trees and Shrubs

Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Use due care so as not to damage root balls. When set, place additional backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill. Remove burlap from sides and tops of balls; retain on bottoms. Set container grown stock as specified for balled and burlapped stock.

Provide additional backfill berm (4" high) around edge of excavations for trees and palms and free-standing shrubs in lawns or mulched areas to form a shallow saucer to collect water. Rake all basins around trees away from root ball before sodding or mulching.

Mulch all planted areas. Provide not less than 3" thickness of mulch and finish level with adjacent finish grades. Mulch shall be pulled back 6" from tree trunk.

Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by the Architect do not cut tree leaders and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character and accomplish their use in the landscape design. Required shrub sizes are the size after any necessary pruning.

Remove and replace excessively pruned or misformed stock resulting from improper pruning.

Contractor shall be responsible for supplemental hand watering of trees and shrubs irrigated by rotor irrigation heads and trees irrigated by spray heads on an as-needed basis, but not less than three (3) times weekly, until Substantial Completion. Each time plants are watered, they shall be watered completely saturating the root ball to its full depth.

Guy and stake trees immediately after planting, as indicated in the Planting Details in the Landscape Plan.

Sodding Lawns

Lay sod within 24 hours from time of stripping. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips tightly, do not overlap. Stagger strips to offset joints in adjacent courses. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.

Roll sod with a lawn roller to insure a smooth lawn surface.

Water sod thoroughly with a fine spray immediately after planting.

Planting Ground Cover

Space plants as specified in drawings.

Moisten ground cover areas prior to planting.

Dig holes at least 12" greater in diameter than their root ball to allow for spreading of 3" thick.

The relative position of each tree and plant is subject to approval by the Owner's Representative and shall, if necessary to achieve project design objectives, be relocated as directed.

END OF SECTION 32 93 00