

MANATEE COUNTY GOVERNMENT
INVITATION FOR BID (IFB) #09-2568-OV
Buffalo Road Re-Alignment (North of Erie Road)
and Waterline Relocation Project
Palmetto, FL
Project No. 307.6062260

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

NON-MANDATORY INFORMATION CONFERENCE

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, a **Non-Mandatory Information Conference** will be held **July 21, 2009 at 2:00 PM** at the **Manatee County Public Works Department, Project Management Division, (Conference Room B) 1022 26th Avenue East, Bradenton, FL 34208.** All interested bidders are encouraged to attend.

Deadline for Clarification Requests: August 4, 2009 Reference Article A.03 of this Invitation for Bid.

TIME AND DATE DUE: August 13, 2009 at 2:00 PM

TABLE OF CONTENTS

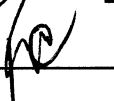
00010	Information to Bidders	Pages 00010 - 2-8
00020	Basis of Award	Pages 00020 - 1-2
00030	Terms and Conditions	Pages 00030 - 1-8
00100	Instruction to Bidders	Pages 00100 - 1-3
00200	Manatee County Local Preference Law and Vendor Registration	Pages 00200 - 1-4
00300	Bid Form	Pages 00300 - 1-10
00430	Contractor's Questionnaire	Pages 00430 - 1-3
00491	Certification Forms	Pages 00491 - 1-5
00500	Form of Agreement	Pages 00500 - 1-5
00550	Project Management	Pages 00550 - 1-12
00700	General Conditions	Pages 00700 - 1-19
	Special Provisions (17 Total Pages)	Attachment "A"
	Waterline Relocation Specifications (15 Total Pages)	Attachment "B"
	Southwest Florida Water Management District Permit	Attachment "C"
	Subsurface Soil Exploration / Analysis and Recommendations (17 Total Pages)	Attachment "D"
	Drawings (Buffalo Road Re-alignment and Waterline Relocation) (41 Total Pages)	

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph A.24 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT
Olga Valcich (941) 708-7527

Email: olga.valcich@mymanatee.org

Authorized for Release: _____



SECTION 00010
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

A.02 BID INFORMATION AND BID DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org> Bid or Proposal documents and Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "**Bids and Proposals**." You may view and print these files using Adobe Acrobat software. A free copy of the Adobe software may be downloaded from the County's web site.

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

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

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

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

A.03 DEADLINE FOR CLARIFICATION REQUESTS

For this Invitation for Bid, **August 4, 2009** shall be the deadline to submit all inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid.

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

SECTION 00010
INFORMATION TO BIDDERS

A.04 BID FORM DELIVERY REQUIREMENTS

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

A.05 CLARIFICATION & ADDENDA

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

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the DemandStar distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which may be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid. **Bidders must fully comply with the Bid Contract Documents, terms, and conditions.**

A.06 SEALED & MARKED

One original and two copies of your **signed bid** shall be submitted in one sealed package, clearly marked on the outside "**Sealed Bid #09-2568-OV, Buffalo Road Re-Alignment and Waterline Relocation Project**" with your company name and addressed to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.07 LEGAL NAME

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

A.08 BID EXPENSES

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

SECTION 00010
INFORMATION TO BIDDERS

A.09 IRREVOCABLE OFFER

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

A.10 DISCLOSURE

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Section 119.071(1)(b)1.a states that sealed bids shall be exempt from inspection or copying until such time as the County provides a notice of a decision or within 10 days after the date the bids are opened, whichever is earlier.

A.11 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Contract Documents or otherwise required by the County, and who is fit and capable to perform the bid as made.

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

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

A.12 COLLUSION

By offering a submission to this Invitation For Bid, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, 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:

SECTION 00010
INFORMATION TO BIDDERS

A.12 COLLUSION (Continued)

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

A.13 APPLICABLE LAWS

Bidder or Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code Ordinance 08-43, as amended. An actual or prospective Bidder or Proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

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

A.14 CODE OF ETHICS

With respect to this proposal, if any Bidder or Proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and / or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder or Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future bids or proposals for work or for goods or services for Manatee County.

SECTION 00010
INFORMATION TO BIDDERS

A.14 CODE OF ETHICS (Continued)

The County anticipates that all statements made and materials submitted in a proposal will be truthful. If a bidder or proposer is determined to be untruthful in its proposal or any related presentation, such bidder or proposer may be disqualified from further consideration regarding this Invitation For Bid or Request for Proposal.

A.15 BID FORMS

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

A.16 DISCOUNTS

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

A.17 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL 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.18 MATHEMATICAL ERRORS

Bids submitted shall be based on the quantities stated on the Bid Form. Quantities shall be used for the comparison of Bids. Payment to the Contractor will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract.

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extended totals shall prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation. Calculations shall be factored to the second decimal point.

A.19 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Contract Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract 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.

SECTION 00010
INFORMATION TO BIDDERS

A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Ordinance 08-43, adding Article 5, Manatee County Board of County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for this purpose.

A.21 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding Bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Reference Resolution R-93-22, Manatee County Purchasing Policies, Section 4, E (1) (a)].

A Drug Free Work Place Certification Form is attached to this bid for this purpose.

A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 01/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.23 AMERICAN DISABILITIES ACT

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

A.24 LOBBYING

After the issuance of any Invitation For Bid or Request For Proposal, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Proposals with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Proposals.

SECTION 00010
INFORMATION TO BIDDERS

A.24 **LOBBYING (Continued)**

This prohibition begins with the issuance of any Invitation for Bids, or Request for Proposals, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

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

A.25 **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

A.26 **MBE/WBE**

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

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

END OF SECTION

SECTION 00020
BASIS OF AWARD

B.01 BASIS OF AWARD

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

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

Section 00300; Bid Form page 00300-4 and 5 for Bid "A" and Bid Form page 00300-8 and 9 for Bid "B" includes payment for Discretionary Work (Bid Items 73 and 79) which may or may not be utilized at the Owner's discretion in order to satisfactorily complete the project in accordance with the Plans and Specifications provided herein.

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

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

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

SECTION 00020
BASIS OF AWARD

B.02 QUALIFICATIONS OF BIDDERS

Each bidder must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this bid; and, upon request, shall submit a true copy of all applicable licenses. The minimum license requirement for this project is a **Underground Utility Contractor's license**.

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

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

B.03 PREPARATION OF CONTRACT

A written notice confirming award or recommendation thereof will be forwarded to the Successful Bidder accompanied by the required number of unsigned counterparts of the Agreement. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Contract must be approved and executed by Manatee County Board of County Commissioners to be valid.)

END OF SECTION

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

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

C.02 ASSIGNMENT OF CONTRACT

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

C.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered based on **Bid "A" 330 calendar days** and **Bid "B" based on 420 calendar days**. The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County. Only one award shall be made.

C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the Owner the sum of **\$1,423.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

C.05 PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of Work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor within 20 days after the pay estimate has been approved by the County. It is the Contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.05 PAYMENT (Continued)

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

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

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

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

C.06 RETAINAGE

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

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.07 WARRANTY AND GUARANTEE PROVISIONS

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

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

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

C.8 ROYALTIES AND PATENTS

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

C.9 AUTHORIZED PRODUCT REPRESENTATION

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

C.10 REGULATIONS

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

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.11 CANCELLATION

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

C.12 INDEMNIFICATION

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

C.13 MANUALS, SCHEMATICS, HANDBOOKS

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

C.14 INSURANCE

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

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

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.14 INSURANCE (Continued)

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

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

b. Commercial General Liability

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

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

c. Business Auto Policy

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

d. Owners Protective Liability Coverage

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

e. Property Insurance

If this contract includes construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.14 INSURANCE (Continued)

f. Installation Floater

If this contract does not include construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e., and f., shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

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

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or contractor's sureties to the County or to any workers, suppliers, material men or employees in relation to this contract.

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation For Bid, the bidder agrees should the bidder's bid be accepted, to execute the form of contract and present the same to Manatee County for approval within 10 days after being notified of the awarding of the contract. The bidder further agrees that failure to execute and deliver said form of contract **within 10 days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid.

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.15 BID BOND/CERTIFIED CHECK (Continued)

The bidder further agrees that in case the bidder fails to enter into a contract, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a contract with a bidder, or if the County rejects any and/or all bids, accompanying bond will be promptly returned.

C.16 PERFORMANCE AND PAYMENT BONDS

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

Furnishing the performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful bidder to execute such contract and to supply the required bonds shall be just cause for annulment of the award.

The County may then contract with another acceptable bidder or re-advertise this Invitation For Bid. If another bidder is accepted, and notice given within 90 days after the opening of bids, this acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of the County at any time, to require performance by the contractor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions. Bonds to remain in effect for one year after final payment becomes due.

C.17 PROJECT SCHEDULE

The successful bidder will be required to submit a detailed **CPM construction schedule upon notification of award or its intent.**

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.18 NO DAMAGES FOR DELAY

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

C.19 NO INTEREST

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

C.20 CONSTRUCTION OF CONTRACT

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

END OF SECTION

SECTION 00100
INSTRUCTIONS TO BIDDERS

D.02 SECURING OF DOCUMENTS

Complete individual copies of the bidding documents for the project and/or products can be obtained at the Manatee County Public Works Department located at: 1022 26th Avenue East, Bradenton, FL 34208: 941-708-7450, Extension 7349 between the hours of 8:00 AM and 4:00 PM Monday through Friday at no charge. Complete set of the Bidding Documents must be used in preparing bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of Bidding Documents

D.03 SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

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

NOTE:

Contractor shall supply a list providing a description of the work which shall be performed by the proposed subcontractors along with the names and locations of the subcontractors.

Section 00100
INSTRUCTIONS TO BIDDERS

D.04 BIDS

Bids are to be submitted in triplicate, one original and two copies, upon the County supplied forms. All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the Bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to bid requirements.

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

D.05 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

Owner will provide each Bidder access to the site to conduct such explorations and tests. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

END OF SECTION

SECTION 00200

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**E.01 Vendor Registration**

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

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

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

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

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

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

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

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

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

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

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

SECTION 00200
MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

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

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

(d) Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

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

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

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

END OF SECTION

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

A. Authorized Representative

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

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

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

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

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

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

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

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

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

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

(Notary Seal) Signature of Notary: _____

Name of Notary (Typed or Printed) _____

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

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

INSTRUCTIONS TO BIDDERS**SECTION 00300
BID FORM****For: Buffalo Road Re-Alignment (North of Erie Road)
and Waterline Relocation Project, Palmetto, FL****TOTAL BID PRICE "A": \$ _____**
Based on a Completion Time of 330 calendar days**TOTAL BID PRICE "B": \$ _____**
Based on a Completion Time of 420 calendar days

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

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

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

Communications concerning this Bid shall be addressed as follows:

Person's Name: _____

Address: _____ Phone: _____

Date: _____ FL Contractor License# _____

Bidder is a WBE/MBE Vendor? _____ Certification # _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s) _____

CO. MAILING ADDRESS: _____

STATE OF INCORPORATION _____ (if applicable)

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

Acknowledge Addendum Nos. ___ Dated: _____ Acknowledge Addendum Nos. ___ Dated: _____

Acknowledge Addendum Nos. ___ Dated: _____ Acknowledge Addendum Nos. ___ Dated: _____

BID FORM
(Submit in Triplicate)
Section 00300

IFB# 09-2568-OV

BID "A"

IFB 09-2568-OV - BUFFALO ROAD REALIGNMENT - NORTH OF ERIE ROAD
BID "A" Based on Completion time of 330 Calendar Days (Project No. 307-6062260)

ITEM #	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
ROADWAY & BRIDGE						
1	0101-1	MOBILIZATION	LS	1	\$	\$
2	0102-1	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
3	0104-12	TURBIDITY BARRIER STAKED	LF	140	\$	\$
4	0104-13-1	SILT FENCE STAKED (TYPE III)	LF	2635	\$	\$
5	0110-1-1	CLEARING & GRUBBING	AC	7.04	\$	\$
6	0110-4	SIDEWALK CONC REMOVAL	SY	182	\$	\$
7	0120-1	REGULAR EXCAVATION (Removal of existing Old Buffalo Rd is included in Regular Excavation. Refer to FDOT Standard Specification for Road & Bridge Construction Section 120-4.3. Also refer to plan Cross-Sections for Finished Grade)	CY	14,741		\$
8	160-6	STABILIZED SUB-BASE	SY	10,764	\$	\$
9	0285-709	BASE OPTIONAL (BASE GROUP 09)	SY	9,662	\$	\$
10	0334-1	TYPE S ASPHALT CONC.	TN	1,064	\$	\$
11	0337-7-7	ASPHALT CONC FRICTION COURSE	TN	682	\$	\$
12	0350-2-1	CONCRETE DRIVEWAY 6"	EA	1	\$	\$
13	0400-1-1	CULVERT	LF	350	\$	\$
14	0400-1-2	CONC CLASS I (END WALLS)	CY	11	\$	\$
15	0400-1-11	CONC CLASS I (RETAINING WALLS, GRAVITY WALL)	CY	998	\$	\$
16	0425-1-351	INLETS (CURB) (TYPE P-5)	EA	13	\$	\$
17	0425-1-361	INLETS (CURB) (TYPE P-6) (<10')	EA	8	\$	\$
18	0425-1-521	INLETS (DITCH BOTTOM TYPE C)	EA	2	\$	\$
19	0425-1-543	INLET (DITCH BOTTOM TYPE D)	EA	1	\$	\$
20	0425-2-41	MANHOLES (P-7) (<10')	EA	2	\$	\$
21	0425-3-81	CONFLICT BOXES	EA	2	\$	\$
22	0430-171-101	PIPE CONC CULV (CLASS I) (15" SS)	LF	830	\$	\$
23	0430-171-101	PIPE CONC CULV (CLASS I) (18" SS)	LF	480	\$	\$
24	0430-171-101	PIPE CONC CULV (CLASS I) (24" SS)	LF	260	\$	\$
25	0430-171-102	PIPE CONC CULV (CLASS I) (30" SS)	LF	940	\$	\$
26	0430-171-102	PIPE CONC CULV (CLASS I) (36" SS)	LF	54	\$	\$

BIDDER: _____

00300-2

BID FORM
(Submit in Triplicate)
Section 00300

IFB# 09-2568-OV

BID "A"

IFB 09-2568-OV - BUFFALO ROAD REALIGNMENT - NORTH OF ERIE ROAD
BID "A" Based on Completion time of 330 Calendar Days (Project No. 307-6062260)

ITEM #	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
27	0430-171-103	PIPE CONC CULV (CLASS I) (48" SS)	LF	132	\$	\$
28	0430-171-201	PIPE ELLIP CONC CULV (CLASS HE II) 12" X 18" SS	LF	148	\$	\$
29	0430-982-123	MITERED END SECTION (15")	EA	2	\$	\$
30	0430-982-125	MITERED END SECTION (BASIN OUTLET (18"))	EA	2	\$	\$
31	0430-984-133	MITERED END SECTION (BASIN OUTLET (30"))	EA	3	\$	\$
32	0430-984-138	MITERED END SECTION (BASIN OUTLET (12" X 18"))	EA	2	\$	\$
33	0440-1	UNDERDRAIN	LF	350	\$	\$
34	0440-70	UNDERDRAIN INSPECTION BOX	EA	4	\$	\$
35	0443-70-6	FRENCH DRAIN	LF	80	\$	\$
36	0515-1-2	PIPE HANDRAIL (ALUMINUM)	LF	1,171	\$	\$
37	0520-1-7	CURB & GUTTER CONC (TYPE E)	LF	104	\$	\$
38	0520-1-10	CURB & GUTTER CONC (TYPE F)	LF	5,051	\$	\$
39	0522-1	SIDEWALK CONC (4" THICK)	SY	2,030	\$	\$
40	0530-3-4	RIPRAP (RUBBLE) (F & I) (DITCH LINING	TN	6	\$	\$
41	0570-1	PERFORMANCE TURF	SY	20,177	\$	\$
		SUB-TOTAL ROADWAY & BRIDGE				\$
		TRAFFIC OPERATIONS				
42	0630-1-12	CONDUIT (UNDER UNDERGROUND)	LF	75	\$	\$
43	0630-1-13	CONDUIT (UNDER PAVEMENT)	LF	165	\$	\$
44	0632-7-1	CABLE (SIGNAL) (FURNISH & INSTALL)	EA	1	\$	\$
45	634-4-112	SPAN WIRE ASSEMBLY	EA	1	\$	\$
46	0635-1-11	PULL & JUNCTION BOXES (F & I) (PULL BOX)	EA	4	\$	\$
47	0639-1-11	ELECTRICAL POWER SERVICE (OVERHEAD)	AS	1	\$	\$
48	0639-2-1	ELECTRICAL SERVICE WIRE	LF	80	\$	\$
49	0641-2-16	PREST CONC POLE (F & I)	EA	2	\$	\$

BIDDER: _____

BID FORM
(Submit in Triplicate)
Section 00300

IFB# 09-2568-OV

BID "A"

IFB 09-2568-OV - BUFFALO ROAD REALIGNMENT - NORTH OF ERIE ROAD
BID "A" Based on Completion time of 330 Calendar Days (Project No. 307-6062260)

ITEM #	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
50	0650-51-311	SIGNAL TRAFFIC (F&I)(3 SECT 1 WAY) (STD)	AS	2	\$	\$
51	0650-51-321	SIGNAL TRAFFIC (F& I) (3 SECT 2 WAY) (STD)	AS	2	\$	\$
52	653-181	PEDESTRIAN SIGNAL (1 WAY (LED)	AS	2	\$	\$
53	659-107	ALUMINUM PEDESTAL	EA	1	\$	\$
54	0660-1-103	LOOP AMPLIFIER	EA	2	\$	\$
55	0660-1-104	LOOP AMPLIFIER	EA	1	\$	\$
56	0660-2-102	LOOP ASSEMBLY (F & I) (TYPE B (6 X 6)	AS	2	\$	\$
57	0660-2-106	LOOP ASSEMBLY (F & I) (TYPE F) 6 X 40 QUAD)	AS	2	\$	\$
58	0665-11	DETECTOR PEDEST (F & I) (DET STA POLE OR CABINET MTD)	EA	2	\$	\$
59	0670-5-410	CNTRL ASSEM (POLE MOUNTED)	LS	1	\$	\$
60	07200-20-11	SINGLE POST SIGN	AS	1	\$	\$
61	0700-48-18	STREET NAME SIGN (1 DOUBLE FACED)	EA	1	\$	\$
62	0706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	116	\$	\$
63	0711-11-160	MESSAGE (WHITE)	EA	8	\$	\$
64	0711-11-170	TRAFFIC ARROW (WHITE)	EA	1	\$	\$
65	0711-11-121	6" SOLID TRAFFIC STRIPE (WHITE)	LF	5,900	\$	\$
66	0711-11-123	12" SOLID TRAFFIC STRIPE (WHITE)	LF	300	\$	\$
67	0711-11-125	24" SOLID TRAFFIC STRIPE (WHITE)	LF	110	\$	\$
68	0711-11-151	6" DOTTED TRAFFIC STRIPE (WHITE)	LF	150	\$	\$
69	0711-11-221	6" SOLID TRAFFIC STRIPE (YELLOW)	LF	7,000	\$	\$
70	0711-11-224	18" SOLID TRAFFIC STRIPE (YELLOW)	LF	490	\$	\$
71	0711-11-251	6" DOTTED TRAFFIC STRIPE (YELLOW)	LF	150	\$	\$
72		6" DOTTED TRAFFIC STRIPE (YELLOW)	LF	150	\$	\$
73		DISCRETIONARY WORK	LS	1		\$200,000.00
		SUB-TOTAL TRAFFIC OPERATIONS				\$

BIDDER: _____

00300-4

BID FORM
 (Submit in Triplicate)
 Section 00300

IFB# 09-2568-OV

BID "A"

IFB 09-2568-OV - BUFFALO ROAD REALIGNMENT - NORTH OF ERIE ROAD
BID "A" Based on Completion time of 330 Calendar Days (Project No. 307-6062260)

ITEM #	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
		WATERLINE 10 - INCH AND OVER				
74		12" HDPE WATERLINE (HDD INSTALLATION)	LF	505	\$	\$
75		16 x 12 TAPPING SLEEVE	LF	1	\$	\$
76		12" GATE VALVE W/BOX	EA	1	\$	\$
77		REMOVE & DISPOSE OF EXISTING 12" WATERLINE	LF	200	\$	\$
78		GROUT FILL & ABANDON EXISTING 12" WATERLINE	LF	300	\$	\$
79		DISCRETIONARY WORK (UTILITIES)	LS	1		\$5,000.00
		SUB-TOTAL UTILITIES				\$
		TOTAL BID PRICE "A"- Based On Completion Time of 330 Calendar Days				\$

BIDDER: _____

BID FORM
(Submit in Triplicate)
Section 00300

IFB# 09-2568-OV

BID "B"

IFB 09-2568-OV - BUFFALO ROAD REALIGNMENT - NORTH OF ERIE ROAD
BID "B" Based on Completion time of 420 Calendar Days (Project No. 307-6062260)

ITEM #	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
ROADWAY & BRIDGE						
1	0101-1	MOBILIZATION	LS	1	\$	\$
2	0102-1	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
3	0104-12	TURBIDITY BARRIER STAKED	LF	140	\$	\$
4	0104-13-1	SILT FENCE STAKED (TYPE III)	LF	2635	\$	\$
5	0110-1-1	CLEARING & GRUBBING	AC	7.04	\$	\$
6	0110-4	SIDEWALK CONC REMOVAL	SY	182	\$	\$
7	0120-1	REGULAR EXCAVATION (Removal of existing Old Buffalo Rd is included in Regular Excavation. Refer to FDOT Standard Specification for Road & Bridge Construction Section 120-4.3. Also refer to plan Cross-Sections for Finished Grade)	CY	14,741		\$
8	160-6	STABILIZED SUB-BASE	SY	10,764	\$	\$
9	0285-709	BASE OPTIONAL (BASE GROUP 09)	SY	9,662	\$	\$
10	0334-1	TYPE S ASPHALT CONC.	TN	1,064	\$	\$
11	0337-7-7	ASPHALT CONC FRICTION COURSE	TN	682	\$	\$
12	0350-2-1	CONCRETE DRIVEWAY 6"	EA	1	\$	\$
13	0400-1-1	CULVERT	LF	350	\$	\$
14	0400-1-2	CONC CLASS I (END WALLS)	CY	11	\$	\$
15	0400-1-11	CONC CLASS I (RETAINING WALLS, GRAVITY WALL)	CY	998	\$	\$
16	0425-1-351	INLETS (CURB) (TYPE P-5)	EA	13	\$	\$
17	0425-1-361	INLETS (CURB) (TYPE P-6) (<10')	EA	8	\$	\$
18	0425-1-521	INLETS (DITCH BOTTOM TYPE C)	EA	2	\$	\$
19	0425-1-543	INLET (DITCH BOTTOM TYPE D)	EA	1	\$	\$
20	0425-2-41	MANHOLES (P-7) (<10')	EA	2	\$	\$
21	0425-3-81	CONFLICT BOXES	EA	2	\$	\$
22	0430-171-101	PIPE CONC CULV (CLASS I) (15" SS)	LF	830	\$	\$
23	0430-171-101	PIPE CONC CULV (CLASS I) (18" SS)	LF	480	\$	\$
24	0430-171-101	PIPE CONC CULV (CLASS I) (24" SS)	LF	260	\$	\$
25	0430-171-102	PIPE CONC CULV (CLASS I) (30" SS)	LF	940	\$	\$
26	0430-171-102	PIPE CONC CULV (CLASS I) (36" SS)	LF	54	\$	\$

BIDDER: _____

BID FORM
(Submit in Triplicate)
Section 00300

IFB# 09-2568-OV

BID "B"

IFB 09-2568-OV - BUFFALO ROAD REALIGNMENT - NORTH OF ERIE ROAD
BID "B" Based on Completion time of 420 Calendar Days (Project No. 307-6062260)

ITEM #	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
27	0430-171-103	PIPE CONC CULV (CLASS I) (48" SS)	LF	132	\$	\$
28	0430-171-201	PIPE ELLIP CONC CULV (CLASS HE II) 12" X 18" SS	LF	148	\$	\$
29	0430-982-123	MITERED END SECTION (15")	EA	2	\$	\$
30	0430-982-125	MITERED END SECTION (BASIN OUTLET (18"))	EA	2	\$	\$
31	0430-984-133	MITERED END SECTION (BASIN OUTLET (30"))	EA	3	\$	\$
32	0430-984-138	MITERED END SECTION (BASIN OUTLET (12" X 18"))	EA	2	\$	\$
33	0440-1	UNDERDRAIN	LF	350	\$	\$
34	0440-70	UNDERDRAIN INSPECTION BOX	EA	4	\$	\$
35	0443-70-6	FRENCH DRAIN	LF	80	\$	\$
36	0515-1-2	PIPE HANDRAIL (ALUMINUM)	LF	1,171	\$	\$
37	0520-1-7	CURB & GUTTER CONC (TYPE E)	LF	104	\$	\$
38	0520-1-10	CURB & GUTTER CONC (TYPE F)	LF	5,051	\$	\$
39	0522-1	SIDEWALK CONC (4" THICK)	SY	2,030	\$	\$
40	0530-3-4	RIPRAP (RUBBLE) (F & I) (DITCH LINING	TN	6	\$	\$
41	0570-1	PERFORMANCE TURF	SY	20,177	\$	\$
		SUB-TOTAL ROADWAY & BRIDGE				\$
		TRAFFIC OPERATIONS				
42	0630-1-12	CONDUIT (UNDER UNDERGROUND)	LF	75	\$	\$
43	0630-1-13	CONDUIT (UNDER PAVEMENT)	LF	165	\$	\$
44	0632-7-1	CABLE (SIGNAL) (FURNISH & INSTALL)	EA	1	\$	\$
45	634-4-112	SPAN WIRE ASSEMBLY	EA	1	\$	\$
46	0635-1-11	PULL & JUNCTION BOXES (F & I) (PULL BOX)	EA	4	\$	\$
47	0639-1-11	ELECTRICAL POWER SERVICE (OVERHEAD)	AS	1	\$	\$
48	0639-2-1	ELECTRICAL SERVICE WIRE	LF	80	\$	\$
49	0641-2-16	PREST CONC POLE (F & I)	EA	2	\$	\$

BIDDER: _____

00300-7

BID FORM
(Submit in Triplicate)
Section 00300

IFB# 09-2568-OV

BID "B"

IFB 09-2568-OV - BUFFALO ROAD REALIGNMENT - NORTH OF ERIE ROAD
BID "B" Based on Completion time of 420 Calendar Days (Project No. 307-6062260)

ITEM #	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
50	0650-51-311	SIGNAL TRAFFIC (F&I)(3 SECT 1 WAY) (STD)	AS	2	\$	\$
51	0650-51-321	SIGNAL TRAFFIC (F& I) (3 SECT 2 WAY) (STD)	AS	2	\$	\$
52	653-181	PEDESTRIAN SIGNAL (1 WAY (LED)	AS	2	\$	\$
53	659-107	ALUMINUM PEDESTAL	EA	1	\$	\$
54	0660-1-103	LOOP AMPLIFIER	EA	2	\$	\$
55	0660-1-104	LOOP AMPLIFIER	EA	1	\$	\$
56	0660-2-102	LOOP ASSEMBLY (F & I) (TYPE B (6 X 6)	AS	2	\$	\$
57	0660-2-106	LOOP ASSEMBLY (F & I) (TYPE F) 6 X 40 QUAD)	AS	2	\$	\$
58	0665-11	DETECTOR PEDEST (F & I) (DET STA POLE OR CABINET MTD)	EA	2	\$	\$
59	0670-5-410	CNTRL ASSEM (POLE MOUNTED)	LS	1	\$	\$
60	07200-20-11	SINGLE POST SIGN	AS	1	\$	\$
61	0700-48-18	STREET NAME SIGN (1 DOUBLE FACED)	EA	1	\$	\$
62	0706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	116	\$	\$
63	0711-11-160	MESSAGE (WHITE)	EA	8	\$	\$
64	0711-11-170	TRAFFIC ARROW (WHITE)	EA	1	\$	\$
65	0711-11-121	6" SOLID TRAFFIC STRIPE (WHITE)	LF	5,900	\$	\$
66	0711-11-123	12" SOLID TRAFFIC STRIPE (WHITE)	LF	300	\$	\$
67	0711-11-125	24" SOLID TRAFFIC STRIPE (WHITE)	LF	110	\$	\$
68	0711-11-151	6" DOTTED TRAFFIC STRIPE (WHITE)	LF	150	\$	\$
69	0711-11-221	6" SOLID TRAFFIC STRIPE (YELLOW)	LF	7,000	\$	\$
70	0711-11-224	18" SOLID TRAFFIC STRIPE (YELLOW)	LF	490	\$	\$
71	0711-11-251	6" DOTTED TRAFFIC STRIPE (YELLOW)	LF	150	\$	\$
72		6" DOTTED TRAFFIC STRIPE (YELLOW)	LF	150	\$	\$
73		DISCRETIONARY WORK	LS	1		\$200,000.00
		SUB-TOTAL TRAFFIC OPERATIONS				\$

BIDDER: _____

BID FORM
 (Submit in Triplicate)
 Section 00300

IFB# 09-2568-OV

BID "B"

IFB 09-2568-OV - BUFFALO ROAD REALIGNMENT - NORTH OF ERIE ROAD
BID "B" Based on Completion time of 420 Calendar Days (Project No. 307-6062260)

ITEM #	FDOT ITEM	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
		WATERLINE 10 - INCH AND OVER				
74		12" HDPE WATERLINE (HDD INSTALLATION)	LF	505	\$	\$
75		16 x 12 TAPPING SLEEVE	LF	1	\$	\$
76		12" GATE VALVE W/BOX	EA	1	\$	\$
77		REMOVE & DISPOSE OF EXISTING 12" WATERLINE	LF	200	\$	\$
78		GROUT FILL & ABANDON EXISTING 12" WATERLINE	LF	300	\$	\$
79		DISCRETIONARY WORK (UTILITIES)	LS	1		\$5,000.00
		SUB-TOTAL UTILITIES				\$
		TOTAL BID PRICE "B"- Based On Completion Time of 420 Calendar Days				\$

BIDDER: _____

**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. #09-2568-OV.
2. This Sworn Statement is submitted by _____
whose business address is _____
and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If
the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____,
Whose relationship to the above entity is _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include,
but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES
AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and
agrees to indemnify and hold harmless the Owner and Engineer, and any of their agents or
employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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: _____

SECTION 00430
CONTRACTOR'S QUESTIONNAIRE
 (Submit in Triplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

1. LICENSE # and COMPANY'S NAME: _____
 CO. PHYSICAL ADDRESS: _____
 TELEPHONE NUMBER: (____) _____ FAX(____) _____

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

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

4. Your organization has been in business (under this firm's name) as a _____ for how many years? _____

5. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

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

7. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?

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

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

1. _____
2. _____
3. _____

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

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

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

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

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

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

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

Surety's Name: _____

Surety's Address: _____

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

Phone: (_____) _____

SECTION 00491
Drug Free Work Place Certification
SWORN STATEMENT PURSUANT TO RESOLUTION R-93-22
DRUG FREE WORK PLACES

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 _____

whose business address is _____

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or Resolution R-01-36 Section 4, E (1) (a) or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Resolution R-01-36 Section 4, E (1) (a).

(Signature)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2009
by _____.

Personally known _____ OR produced identification _____

_____ My commission expires _____

Notary Public Signature

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

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**SWORN STATEMENT PURSUANT TO ARTICLE 5,
MANATEE COUNTY PURCHASING CODE**

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

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

_____ [print individual's name and title]

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

Whose business is: _____

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

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the

business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2009 by _____.

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

My commission expires _____
Notary Public Signature

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

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

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

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

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **IFB#09-2568-OV Buffalo Road Re-Alignment (North of Erie Road) and Waterline Relocation Project, Palmetto, FL**, in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Project Management Department, is responsible as the OWNER and "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the OWNER'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee
 Public Works Department
 Project Management Division
 Attn: Paul Schamell
 Project Manager
 IFB #09-1583-OV
 1022 26th Avenue West
 Bradenton, FL 34208
 Phone (941) 708-7450, Ext 7329

County of Manatee.
 Public Works Department
 Attn: Eliode Joseph
 Project Engineer
 1022 26th Avenue West
 Bradenton, FL 34208
 Phone (941) 708-7462 Ext 7294

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

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

Article 3. CONTRACTOR'S REPRESENTATIONS

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

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.
- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.

- 3.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to OWNER'S approval and shall hold OWNER harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the OWNER.

Article 4. CONTRACT DOCUMENTS

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

- 4.1 This Agreement and Bid Document IFB#09-2568-OV
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda numbers _____ to _____, inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.
- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

Article 5. MISCELLANEOUS

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

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (**IFB No. #09-2568-OV, Buffalo Road Re-Alignment (North of Erie Road) and Waterline Project, Palmetto, FL**) subject to additions and deductions as provided therein, the sum of _____ Dollars and _____ Cents (\$ _____) for Bid “_____” based on Completion Time of _____ calendar days and the sum of **\$1,423.00** as liquidated damages for each calendar day of delay.

 CONTRACTOR

BY: _____
 Signature

 Type Name and Title of Signer

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, who is personally known to me or who has produced _____ as identification.

(impress official seal)

Notary Public, State of Florida

My commission expires: _____

APPROVED, with a quorum present and voting this ____ day of _____, 2009.

ATTEST: R.B. SHORE
Clerk of the Circuit Court

COUNTY OF MANATEE, FLORIDA by its
Board of County Commissioners

_____:

BY: _____
CHAIRMAN

APPLICATION FOR PAYMENT

Project: _____
 From: _____ To: _____

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

CONTRACT PAYMENT SUMMARY

Original contract amount:				\$
Change order(s):				
Change order summary:				
Number	Date Approved	Additive	Deductive	
SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER				
SUBTOTALS:				
Net change order subtotal (Additive less Deductive):				
Current Contract Amount (CCA) (Original Amount + Change Order(s))				\$
		Previous Status	Current Status	
Value of the Work in Place	\$	\$		
Value of Stored Materials	\$	\$		
Total Earned (\$ and % of CCA)	\$	\$	%	
Retainage (\$ and % of CCA)	\$	\$	%	
Net Earned (Total earned minus retainage)				\$
TOTAL PREVIOUS PAYMENTS				\$
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)				\$

CONTRACTOR'S AFFIDAVIT OF NOTICE

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

NOTARY:

CONTRACTOR:

State of Florida County of _____

Signature: _____

Name of person authorized to sign Affidavit of Notice

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

TITLE

(Name of person giving notice)

Contractor name, address and telephone No.:

(Signature of Notary Public - State of Florida)

Print, Type or Stamp Commissioned Name

of Notary Public:

Personally Known _____ or Produced Identification _____

Type of Identification Produced: _____

VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS

(Signatures)

(Date)

Quantities verified by: _____

Consultant / Engineer: _____

Project Manager: _____

Department Head: _____

Payment Approved by the
 Board of County Commissioners: _____

Attested to by the Clerk of Circuit Court: _____

PAY APPLICATION SCHEDULE (CONTINUATION SHEET)

PAGE ___ OF ___ PAGES.

ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE		QTY	VALUE	CHANGE ORDERS		W.I.P. = WORK-IN-PLACE		PREVIOUS W.I.P.		CURRENT W.I.P.		TOTAL W.I.P.		%	
		C	D			#	QTY	+/-	VAL.	QTY	VALUE	QTY	VALUE	QTY	VALUE		QTY
A	B			E	F	G	H	I	J	K	L	M	N	O	P	Q	
SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER																	
TOTALS																	
																ATTACH STORED-MATERIAL SCHEDULE	

MANATEE COUNTY PROJECT MANAGEMENT FORM PMD-2

NOTE: CONTRACTOR MAY SUBMIT A COMPUTER SPREADSHEET IN LIEU OF FILLING IN THIS FORM IF THE SAME INFORMATION IS PROVIDED.
00550-2

MARCH 19, 1999

PAY APPLICATION SCHEDULE OF STORED MATERIALS

ITEM NO. A	DESCRIPTION OF MATERIALS B	SUPPLIER C	PAID INVOICE D	PREVIOUSLY RECEIVED E	RECEIVED THIS PERIOD F	PREVIOUSLY INSTALLED G	INSTALLED THIS PERIOD H	BALANCE TO INSTALL I	VALUE OF BALANCE J
	SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER								
TOTAL									

MANATEE COUNTY
PROJECT MANAGEMENT FORM PMD-3

<F:\USER\PMW\K571200C\SPMD\FORMSPMD3.123>

NOTE - CONTRACTOR MAY USE A COMPUTER SPREADSHEET IN LIEU OF FILING IN THIS FORM IF SAME INFORMATION IS PROVIDED.

00550-3

MARCH 19, 2000

CONTRACT CHANGE ORDER		Change Order No.:	
		Contract Amount: (Present Value)	
		Project Number:	
PROJECT:			
NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER		
		TOTAL DECREASE:	TOTAL INCREASE:
Contractor: Address: City / State: Contractor Signature: _____		THE NET CHANGE ADJUSTS THE CURRENT CONTRACT AMOUNT FROM _____ TO _____	
		_____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE WHICH CHANGES FINAL COMPLETION TO _____	
RECOMMENDATION, CONCURRENCES AND APPROVALS			
		SIGNATURES	DATE
Consultant (as applicable):		_____	_____
Project Engineer:		_____	_____
Project Manager:		_____	_____
Department Head:		_____	_____
Approved by the Manatee County Board of County Commissioners:		_____	_____
		Chairman	
Clerk of the Circuit Court:		_____	_____

CONTRACT CHANGE ORDER

Page 2 (Continuation)

Change Order No:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	<p>SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p>		
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

CONTRACT CHANGE ORDER

Page 3 (Continuation)

Change Order No:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	<p>SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p>		
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

JUSTIFICATION FOR CHANGE

Change Order No :

Project Number:

1. NECESSITY FOR CHANGE:

SAMPLE SHEET ONLY
OBTAIN CURRENT VERSION OF FORM
FROM PROJECT MANAGER

2. Is change an alternate bid? (yes / no)

3. Does change substantially alter the physical size of the project? (yes / no)
(If yes, explain)

4 Effect of this change on other "Prime" contractors?

5 Has the Surety and insurance company been notified, if applicable?

DISCRETIONARY WORK - FIELD DIRECTIVE

FIELD DIRECTIVE NO:

PROJECT:

PROJECT NO.:

ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE
	<p>SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p>	

DECREASE

CONTRACTOR: _____
 ADDRESS: _____
 CITY/STATE: _____

CONTRACTOR
 SIGNATURE: _____

THE DISCRETIONARY WORK AMOUNT IS
 DECREASED \$ FROM \$ TO
 \$ WITH NO CHANGE TO THE TOTAL
 CONTRACT AMOUNT.

TIME CAN ONLY BE ADDED BY CHANGE ORDER

RECOMMENDATION, CONCURRENCES AND APPROVALS

SIGNATURES

DATE

CONSULTANT: _____

PROJECT ENGINEER: _____

PROJECT MANAGER: _____

SENIOR PROJECT MANAGER: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION (S.C.)	CHECK ONE:	
	Partial:	Total:
Project Title:	Date Submitted:	
Contractor Data: Name: Address: City/State/zip:	Project No.:	
	S.C. Date (Proposed)	
<p>If the "Partial" completion box above is checked, the following description applies to the work for which substantial completion is being sought. Otherwise, the work described in the Contract including approved changes, if any, is certified to be substantially complete: (Description of the portion of work substantially completed):</p> <p style="text-align: center;">SAMPLE SHEET ONLY OBTAIN CURRENT VERSION OF FORM FROM PROJECT MANAGER</p> <p style="text-align: center;">(USE CONTINUATION SHEETS IF NECESSARY)</p>		
<p>A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the Contractor's responsibility to complete all of the contract work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within _____ days of substantial completion. The approved substantial completion date is: _____.</p>		
_____ Contractor Signature	_____ / Date	_____ Engineer's Approval
_____ Printed Name and Title	_____ Printed Name and Title	_____ / Date
<p>The Contractor shall be responsible for security, operation, safety, maintenance, HVAC, insurance and warranties in accordance with the Contract. The County will assume the responsibility for paying the cost of electrical power from midnight of the date of Engineer's approval as indicated above.</p> <p>ATTACH THE INSPECTOR'S FINAL WALKTHROUGH LIST OF DEFICIENCIES.</p>		

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

Project Title:	Date Submitted:
Contractor Data: Name: SAMPLE SHEET ONLY	Project No.:
Address: OBTAIN CURRENT VERSION OF FORM	Warranty (months):
City/State/zip: FROM PROJECT MANAGER	

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

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

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

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

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

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

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

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

(Affiant Signature)

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

Signature of Notary Public - State of Florida: _____
Print, Type or Stamp Commissioned Name of Notary Public:

Personally known ____ or produced identification ____
Type of Identification Produced:

ADMINISTRATIVE CONTRACT ADJUSTMENT		Contract Adj. No.:	
PROJECT:		Contract Amount: (Present Value)	
		Project Number:	
NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	<p>BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.</p>		
		TOTAL DECREASE:	TOTAL INCREASE:
Contractor: _____ Address: _____ City / State: _____ Contractor Signature: _____ Date _____		THE NET CHANGE OF ADJUSTS THE CURRENT CONTRACT AMOUNT FROM TO	
RECOMMENDATION, CONCURRENCES AND APPROVALS			
		SIGNATURES	DATE
Consultant / Engineer	_____	_____	_____
Project Manager:	_____	_____	_____
Division Manager:	_____	_____	_____
Department Director/ Deputy Director:	_____	_____	_____

ADMINISTRATIVE CONTRACT ADJUSTMENT

Page 2 (Continuation)

Contract Adj. No.:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

SECTION 00700
GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

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

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

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

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

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

Award - Acceptance of the bid from the person, firm, or corporation which in the Owner's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made by a majority vote of a quorum of Manatee County Board of County Commissioners in open session; or by the Purchasing Director in accordance with Ordinance 08-43, Manatee County Purchasing Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of Award - The written notice to the successful bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Director in accordance with Ordinance 08-43, Manatee County Purchasing Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Work Directive Change - A written directive to contractor, issued on or after the effective date of the Agreement and signed by Owner and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A work directive change may not change the contract price or the contract time; but is evidence that the parties expect that the change directed or documented by a work directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the contract price or contract time.

ARTICLE 2 - PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.
- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the notice to proceed, but no work shall be done at the site prior to the date on which the contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency of any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

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

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

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

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

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

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

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

- 3.4.1 A Field Order
- 3.4.2 Engineer's approval of a Shop Drawing or sample.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least 72 hours in advance).
- 4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the contract documents.
- 4.5 Contractor shall be fully responsible to Owner for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization.

- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the work and other persons and organizations who may be affected thereby;
 - 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

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

- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If Owner determines that a change in the contract documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the bid, but proposed after the effective date of the agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate change order executed.
- 4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the contract documents.
- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the work while the substitute was undergoing review.

- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the work and all other matters which can in any way affect the work under this contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the contact documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than 45 days) after the Work has been accepted by the County. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.
- 5.2 The Owner shall provide the lands upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

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

ARTICLE 6 - CHANGES IN THE WORK

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

ARTICLE 7 - CHANGE OF CONTRACT PRICE

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

- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at Owner's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
 - 7.3.2 By mutual acceptance of lump sum.
 - 7.3.3 On the basis of the cost of the Work, plus a 20% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
 - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
 - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
 - 7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
 - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

ARTICLE 8 - CHANGE OF CONTRACT TIME

- 8.1 Contract time may only be changed by a change order or a written amendment. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.

- 8.2 The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.
- 8.3 All time limits stated in the contract documents are of the essence.

ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants (for a minimum period of three years or as otherwise stated herein) and guarantees to Owner that all work will be in accordance with the contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).
- 9.2 If any work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the contract documents.
- 9.3 If the work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, Owner may order Contractor to stop the work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the contract time and the recovery of delay damages due to correcting or removing defective work.
- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective work, or fails to perform the work in accordance with the contract documents, or fails to comply with any other provision of the contract documents, Owner may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid

Contractor but which are stored elsewhere. All direct, indirect and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.

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

ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

- 10.1 Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which work will be resumed. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.2 Owner may terminate the contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the work in accordance with the contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the contract.
- 10.2.1 Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the work all materials and equipment stored at the site or for which owner has paid Contractor but which are stored elsewhere, and finish the work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a

change order; but in finishing the work, Owner shall not be required to obtain the lowest figure for the work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

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

ARTICLE 11 - CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.
- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of contract claims to the Purchasing Director for a decision; the Contractor may request a conference with the Purchasing Director. Claims include, without limitation, disputes arising under the contract and those based upon breach of contract, mistake, misrepresentation, or other cause for modification or revision. Contract claims shall use the process detailed in Section 2-26-63, Manatee County Purchase Code, Ordinance 08-43.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the

Owner/Engineer and Contractor and dealings with subcontractors shall only be through or with the full knowledge of Contractor.

12.2 Resident Project Representative will:

- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.
- 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- 12.2.3 Serve as Owner/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. As requested by Owner/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
- 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Owner/Engineer of their availability for examination.
- 12.2.5 Advise Owner/Engineer and Contractor or his superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the Owner/Engineer.
- 12.2.6 Conduct on-site observations of the work in progress to assist Owner/Engineer in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.
- 12.2.7 Report to Owner/Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approvals required or if work has been damaged prior to final payment; and advise Owner/Engineer when he believes work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.

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

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

ARTICLE 13 - APPRENTICES

- 13.1 In accordance with the requirement of Section 446.011, Florida Statutes, the following requirements to safeguard the welfare of apprentices and trainees shall be a part of this contract, if applicable.
 - 13.1.1 Contractor agrees to hire for the performance of the contract, a number of apprentices or trainees in each occupation which bears to the average number of the journeymen in that occupation to be employed in the performance of the contract, the ratio of at least one apprentice or trainee to every five journeymen.
 - 13.1.2 Contractor agrees, when feasible to assure that 25% of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be hired is fewer than four.

- 13.1.3 Contractor agrees to submit, at three month intervals, to the Bureau of Apprenticeship of the Division of Labor, records of employment by trade of the number of apprentices or trainees employed; race of all apprentices; the number of apprentices or trainees in their first year of training; and total hours of work of all apprentices, trainees, and journeymen.
- 13.1.4 Contractor agrees to submit to the Bureau of Apprenticeship of the Division of Labor, at three month intervals, a statement describing steps taken toward making a diligent effort in the hiring of apprentices and trainees and containing a breakdown by craft of hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

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

END OF SECTION

ATTACHMENT "A"

SPECIAL PROVISIONS
Buffalo Road Re-alignment # 6062260
Table of Contents

SECTION	PAGE
GENERAL	2
STANDARD SPECIFICATIONS	2
NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS	2
MATERIALS	2
LABORATORY TESTING	3
MEASUREMENT AND PAYMENT	3
RESTORATION	4
COOPERATION WITH OTHERS	4
PRIORITY	4
SITE INVESTIGATION	4
PROJECT IDENTIFICATION SIGNS	5
SPECIAL TERMS AND CONDITIONS	6
DEWATERING, SHEETING AND BRACING	6
MAINTENANCE OF TRAFFIC	7
TRAFFIC CONTROL PLAN	7
MAINTENANCE OF STORM DRAINAGE SYSTEM	7
SIDEWALKS TO REMAIN OPEN	7
DUST CONTROL	7
UNDERGROUND UTILITY LOCATIONS	8
UTILITY COORDINATION	8
UTILITY CONFLICTS	8
DAILY CLEAN-UP REQUIREMENTS	9
MAINTENANCE AND RESTORATION OF JOB SITE	9
NOTICE AND SERVICE THEREOF	9
REQUIREMENTS FOR CONTROL OF THE WORK	10
PROJECT SCHEDULE	10
USE OF PRIVATE PROPERTY	11
CONSTRUCTION PHOTOGRAPHY	11
CONTRACTOR TO EXECUTE NPDES "NOTICE OF INTENT"	13
WORKSITE TRAFFIC SUPERVISOR	13
CONTRACTOR'S SUPERVISION	13
LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE	14
EXISTING SIDEWALK	14
PEDESTRIAN ACCESS	14
RECORD DRAWINGS AND PROJECT CERTIFICATION	14
COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) STORMWATER MANAGEMENT AND DISCHARGE PERMIT REQUIREMENTS AND/OR THE DEPT. OF ENVIRONMENTAL PROTECTION (DEP) DREDGE AND FILL PERMIT REQUIREMENTS	16
DISCRETIONARY WORK (Contingency)	16
MATERIAL TESTING TABLE	17

SPECIAL PROVISIONS

GENERAL

This Section amends enhances or otherwise revises the Technical Specifications.

STANDARD SPECIFICATIONS

The standard Specifications to be used for this work shall be Division II and III the Florida Department of Transportation (FDOT) *Standard Specifications for Road and Bridge Construction*, 2007 Edition and all Supplemental Specifications thereto, hereinafter referred to as the *Standard Specifications*, for roadway construction, except as amended under this Contract.

The Contractor's work shall follow the Manatee County Public Works Transportation Standards (dated June 2007) and the Utility Standards dated 3/2009.

These specifications cover the usual construction requirements for work specified by the County Transportation Department; however, in the event it is determined that the specific work to be done is of such a nature that the method of construction, type and/or kind of material is not defined by the *Standard Specifications*, such work shall be performed in accordance with the Special Provisions.

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

NO SEPARATE PAYMENT FOR SPECIAL PROVISIONS

No separate payment will be made for the Contractor to execute Special Provisions. All expenses borne by the Contractor shall be included in the individual unit prices for the particular pay item.

MATERIALS

- a. **Delivery Tickets:** It will be necessary to submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
- b. **Job Mix Formula for Asphaltic Concrete:** Attention is directed to the requirement that job mix formulas for asphaltic concrete, of the type specified, be submitted at least 14 days before plant operations begin. The submitted formula should be derived, or approved, by the laboratory approved by the Owner to make test on the Project. Costs for such job mix formulation will be paid by the Contractor directly to the assigned laboratory.
- c. **Job Mix Formula for Portland Cement Concrete:** Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least 14 days prior to use on the project. The

submitted formulas shall be derived or approved by the Owner and/or its agents. All concrete mix designs shall meet FDOT Concrete Class mix guidelines, except as follows: when approved, in writing by the Engineer, an Alternate Class I Concrete mix design formula, for concrete curb and gutter to be placed by automated curb machines, may show, as a substitution for #57 aggregate, an amount of #89 aggregate not to exceed 33 percent, by weight, of the #57 aggregate.

LABORATORY TESTING

Testing for the Work shall be performed at no expense to the Contractor. However, any test that fails or is not performed, as a result of the Contractor's action will, in turn, be back-charged to the Contractor, including the cost of all re-testing due to defective materials or construction. The testing laboratory shall be approved by the Owner.

The samples and tests used for determining the quality and acceptability of the materials and workmanship, which have been or are to be incorporated in the Work, shall conform to the requirements of the State of Florida Department of Transportation Materials Sampling, Testing and Reporting Guide, latest edition. Testing shall also be in accordance with the applicable portions of Section 6 of the *Standard Specifications* and these specifications.

MEASUREMENT AND PAYMENT

- a. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- b. All measurements shall be taken horizontally or vertically unless specifically provided otherwise.
- c. No payment will be made for construction over a greater area than authorized, nor for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the Engineer.
- d. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the Owner.
- e. Whenever any change, or combination of changes, on the plans results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for on the plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- f. It is the Contractor's responsibility to perform a detailed quantity take-off from the plans to determine actual quantities for ordering and delivery purposes. The Owner will not be responsible for quantities ordered in excess of those installed

and constructed. The Contractor should be aware that some of the pay items may have contingency quantities. Payment shall be made only for final in-place quantities. No payment shall be made for contingency quantities or additional work unless otherwise directed and approved in writing by the Engineer.

- g. Bid Schedule Completion - the blank spaces in the bid schedule shall be filled in correctly where indicated for each and every item for which a description is given, as the bidder must state the unit prices for which he proposes to do each part of the work contemplated, and the total price for all the parts included in any or all of the combinations of the work. In case of a discrepancy, the written words for "unit price", where stated, shall be considered as being the unit price. If the bid schedule does not use the written words for the unit price, then the numerically correct "total price", shall be considered as being the total price.

RESTORATION

Payment for restoration shall be covered under the applicable restoration Pay Items as specified in the proposal. If a specific restoration Pay Item is not listed in the proposal, the cost of such work shall be included in the applicable Pay Item unless otherwise provided under separate restoration section or pay quantity of these Specifications.

COOPERATION WITH OTHERS

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations, in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted. The Owner shall not be responsible for costs associated with delays, disruptions and remobilizations attributed to utility agency scheduling.

PRIORITY

In any instance where there is an apparent conflict between these technical specifications special provisions and the corresponding terms of the "Standard Specifications", these special provisions followed by these technical specifications shall be controlling.

SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, water stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the work.

The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered, insofar as this information presented by the drawings and Specifications made a part of this contract.

The Contractor shall carefully review and adhere to conditions and recommendations made in the project geotechnical report. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless (1) such understanding or interpretations are made in writing by the Engineer or are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

PROJECT IDENTIFICATION SIGNS

The Contractor shall be responsible for furnishing, installing and maintaining two (2) County project identification signs and removal of same upon completion of the construction. Project identification sign shall be constructed and maintained at the project site as directed by the Owner. The Contractor shall erect, maintain and relocate the sign as directed for the duration of the Project. The Contractor shall mount the sign using 4-inch pressure treated lumber or as approved by the Engineer, and other supports as required, at a location mutually agreed by the Engineer and the Contractor. The identification signs shall not be less than 32 square feet in area. The Contractor shall coordinate with the Owner for the sign verbiage before fabrication. The signs shall be painted with graphic content to include:

- Title of Project
- Name of Owner
- Names and Titles of authorities, as directed by Owner
- Prime Contractor
- Construction Cost

The signs shall be erected prior to commencement of work at a lighted location of high public visibility, adjacent to the main entrance at each end of the project, as approved by the Owner. The signs shall be a minimum of 8 feet wide and 4 feet high. The signs shall be constructed of high density $\frac{3}{4}$ -inch exterior plywood without waves or buckles, mounted and braced with pressure treated lumber as necessary and maintained in a presentable condition for the duration of the project. Hardware shall be galvanized. The surface of the sign shall be of exterior softwood plywood with medium density overlay. Painting shall be constructed with materials to resist weathering and fading during the construction period. Experienced professionals shall perform painting. Graphic design and style shall be in accordance with the following:

- The signs will be placed in accordance with Manatee County Development Code, Ordinance 90-01, Section 724, Signs and Section 713, Visibility Triangles.

Payment for installing and maintaining the project identification signs shall be included as part of the lump sum quantity under Pay Item Number 1 (101-1) for Mobilization. The sign will remain the property of the Owner upon completion of the Project unless otherwise directed.

SPECIAL TERMS AND CONDITIONS

Soil Erosion and Siltation

The Contractor shall plan and control the Work to minimize all soil erosion and the siltation of drains and canals resulting from such erosion. At the pre-construction meeting, the Contractor shall present his proposed plan and schedule, which shall specifically indicate the proposed used of temporary erosion control features. The plan shall include:

- **Synthetic Bales** designed, furnished and installed by the Contractor in accordance with the plans, FDOT Section 104-6-4, and FDOT Design Standard Index No. 102.
- **Floating turbidity barriers and staked turbidity barriers** furnished and installed by the Contractor as shown on the plans and/or required by conditions of the permits and as outlined in FDOT Section 104-6.4.11.

Shop Drawings

The Contractor shall submit to the Engineer for approval, all working drawings and shop drawings with descriptive specifications and engineering calculations necessary for the successful completion of the Work. The working and shop drawings shall be certified by a Florida licensed Professional Engineer and state that the design is sufficient for the successful completion of the Work. The working drawings and shop drawings shall include, but not be limited to:

- Traffic Control Plan
- Erosion Control Plan
- Shop Drawings listed in the Plans

Temporary Pavement

Temporary pavement shall consist of a minimum of 6" limerock compacted 98% mod. Proctor density or 6" soil cement or approved equal with 1" Type S III structural course over a firm, unyielding, well-compacted subgrade. The Contractor shall immediately repair all potholes that develop within the project limits and shall maintain a supply of cold mix on the project site to expedite these repairs. Payment for the temporary pavement and maintenance of this pavement shall be included under the optional base and Type S III structural course pay item.

DEWATERING, SHEETING AND BRACING

Payment for dewatering, sheeting and bracing shall be included in the applicable pay items unless separate pay items are specified.

Approval of Dewatering Plan:

At least 10 days prior to the commencement of any dewatering activity (excavation activities) , the Contractor shall submit to the Project Manager for record purposes only, a detailed description of the proposed dewatering system. This plan shall include design computations, layout, type, and spacing of dewatering devices, number and size of pumps and other equipment, with a description of the installation and operating procedures.

MAINTENANCE OF TRAFFIC

The Contractor shall provide access to businesses and local residents at all times. Business Entrance signs per FDOT Index 17355 (FTP-59) shall be placed at all business entrance points and maintained during all phases of construction. Payment for these items shall be included under the pay item #2 for Maintenance of Traffic.

TRAFFIC CONTROL PLAN

The Contractor shall prepare a Traffic Control Plan and submit it to the Engineer and the Project Manager for review prior to implementation. It must comply with all FDOT safety criteria, FDOT Design Standards 600 Series Indexes, FHWA and MUTCD standards, and allow for traffic to operate in daytime or nighttime. The Traffic Control Plan will require the seal of a licensed professional engineer with a current FDOT Advanced Work Zone certification. A copy of the certificate will be provided with the plan submittal. No road closures will be allowed without approval from the Engineer.

MAINTENANCE OF STORM DRAINAGE SYSTEM

The Contractor shall be responsible at all times to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide equivalent capacity alternate forms of stormwater removal adequate to prevent upstream flooding in excess of existing conditions. This responsibility shall include the installation of temporary connections, bypass pumping, or other temporary means necessary until the new drainage system is fully operational. Payment for these items shall be included under the applicable pay item.

SIDEWALKS TO REMAIN OPEN

Existing sidewalks and proposed sidewalks completed during construction shall remain open at all times unless approved otherwise by the Engineer. Temporary sidewalk shall be constructed as shown in the plans or as required to maintain pedestrian movement. Payment for these items shall be included under the lump sum pay item for Maintenance of Traffic.

DUST CONTROL

The Contractor shall control dust resulting from construction operations at all times. The locations and frequencies of applications shall be as directed by the Engineer. Dust control is required to be in accordance with the FDOT *Standard Specifications* Section 102-5. Payment for Dust Control shall be made under Mobilization unless separate pay item for Dust Control is specified.

UNDERGROUND UTILITY LOCATIONS

The Contractor shall field verify by means of subsurface locating or other approved method all existing utilities to remain and conditions as may be required for the work area. This shall include all areas of potential conflicts with proposed storm, sanitary, force main and water main. The Contractor shall locate all existing utilities to remain at potential conflict locations prior to construction activities and before ordering any proposed structures. The Contractor shall contact and coordinate with Sunshine One Call as well the individual utilities prior to and during construction for utility locations, relocation and assistance while installing in potential conflict areas. All utility coordination and relocations shall be factored into the Contractor's construction schedule at no additional cost to the Owner. The cost of all labor, materials and incidentals required for the performance of any survey and utility location work shall be included under the pay item for Mobilization. A Florida registered land surveyor shall perform all survey work.

UTILITY COORDINATION

The Contractor shall clear and grub and stake the right-of-way clearly and give the utility owners two weeks notice prior to completion of this work.

The Contractor shall be responsible for coordination of the work with all affected utility owners. The Contractor must take into consideration the required utility adjustments and relocations in development of his schedule for completing the work including construction of temporary work to allow phased construction of the permanent facilities.

The Contractor shall coordinate and schedule utility relocations and/or adjustments with the utility owners along the project in order to avoid delays. The work includes remobilization if required after utility relocation is complete. For the purpose of this bid, 5 demobilizations and 5 remobilizations will be included in the lump sum bid item. The intent is to coordinate utility construction activities so the project construction continues and is not stopped or delayed at any time due to utility work being done. Once the Notice to Proceed is issued, the Contractor shall contact the affected utilities to discuss the Contractor's anticipated means and methods so temporary and permanent relocation plans can be implemented as needed to meet OSHA safety requirements.

The Contractor shall hold a utility owners meeting every two weeks at 1022 26th Avenue East. The meeting shall review current and upcoming activities for the project. Written meeting minutes will be prepared by the Contractor and distributed to the meeting participants within 7 calendar days of the meeting.

Payment for Utility Coordination shall be included under the lump sum Bid Item Number 1, Mobilization.

UTILITY CONFLICTS

It shall be the Contractor's responsibility to avoid conflicts with other utilities. The Owner will not be responsible for additional costs incurred by the Contractor for incorrect installations, relocations and breaks due to service conflicts.

DAILY CLEAN-UP REQUIREMENTS

The Contractor shall clean up the job site at the end of each workday. Clean up will include the elimination of rubble and waste material on public and private property. Driveways shall remain accessible by residents. Each Friday, the Contractor shall prepare the road surface and barricades in an acceptable manner for weekend traffic use.

MAINTENANCE AND RESTORATION OF JOB SITE

The Contractor shall conduct his operations in such a manner as will result in a minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as may be required by the Project Manager. All final restoration must be performed to an equal or better condition than that which existed prior to construction.

Good housekeeping on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean, with debris being removed daily as the work progresses or as otherwise directed by the Project Manager. Good housekeeping at the job site shall include: Removing all tools and temporary structures, dirt, rubbish, etc.; hauling all excess dirt, rock, etc., from excavations to a dump provided by the Contractor; and all clean up shall be accomplished to the satisfaction of the Project Manager. Dust will be controlled daily as may be required. Immediately after construction completion in an area or part thereof (including restoration), barricades, construction equipment and surplus and discarded materials shall be removed by the Contractor.

In the event that the timely clean up and restoration of the job site is not accomplished to the satisfaction of the Project Manager, the Project Manager shall make arrangements to affect the necessary clean up by others. The Contractor shall be charged for these costs through deductions in payment due the contractor. If such action becomes necessary on the part of and in the opinion of the Project Manager, the Owner shall not be responsible for the inadvertent removal from the work site of materials which the Contractor would not normally have disposed of had he affected the required clean up.

NOTICE AND SERVICE THEREOF

All notices, which shall include demands, instructions, requests, approvals, and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified in the bid (or to such other office as the Contractor may, from time to time, designate to the Owner in writing), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered, with charges prepaid, sent via fax transmission, or to any telegraph company for transmission, in each case addressed to such office.

All notices required to be hand delivered to the Owner, unless otherwise specified in writing to the Contractor, shall be delivered to the Project Manager, and any notice to or demand upon the Owner shall be sufficiently given as delivered to the office of the Project Manager, or if deposited in the United States mail in a sealed, postage prepaid

envelope, sent via fax transmission, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Project Manager or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or in the case of a fax transmission or telegram at the time of actual receipt, as the case may be.

REQUIREMENTS FOR CONTROL OF THE WORK

Prior to the start of the Work described in this contract, a pre-construction conference will be held by the Project Manager to be attended by the Contractor and representatives of the various utilities and others as required, for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract with all related work to be done by others within the limits of the project.

All items of work in this contract shall be coordinated so that progress of each related item will be continuous from week to week. The progress of the work will be reviewed by the Project Manager at the end of each week, and if the progress of any item of work during that week is found to be unsatisfactory, the Contractor shall be required to adjust the rate of progress on that item or other items as directed by the Project Manager without additional compensation. The Contractor will continuously control the work until completed.

PROJECT SCHEDULE

The Contractor shall submit a preliminary construction schedule with the bid. The preliminary schedule shall show major work items and any phases plus phase duration the Contractor proposes.

The Contractor shall submit a detailed CPM construction bar chart schedule within 15 days of the notification of award or its intent for the County to review. The submittal shall meet the following requirements:

- Schedule will be submitted on 11-inch by 17-inch paper.
- The time scale (horizontal) shall be in weeks. The activities shall be listed on the left hand side (vertical).
- Activities shall show most Work activities. The listing from top to bottom shall be in a logical sequence of how the Work will be accomplished. Space shall be provided between activities or within bars to allow for marking of actual progress.
- The schedule will show duration of work items and phases

A copy of the CPM schedule, clearly showing progress made, shall be submitted on a monthly basis during the progress of the work. Review or acceptance will neither impose on the County responsibility for the progress or scheduling of the Work, nor relieve the Contractor from full responsibility therefore.

The Contractor shall provide a revised Work schedule if, at any time, the County considers the completion date to be in jeopardy because of "activities behind schedule". An activity that cannot be completed by its original or latest completion date shall be deemed to be behind schedule. The revised Work schedule is designed to show how the Contractor intends to accomplish the Work to meet the contractual completion date. The form and method employed by the Contractor shall be the same as for the original Work schedule. The cost to prepare and revise the schedule is considered incidental to the Work.

The Contractor shall provide a revised Work schedule to reflect any approved change orders adding work and /or time to the project. The revised Work schedule shall supersede the original work schedule and employ the same form and method as for the original schedule. The cost to prepare and revise the schedule is considered incidental to the Work

USE OF PRIVATE PROPERTY

All construction activities required to complete this project in accordance with the Contract Documents shall be confined to public right-of-way, easements of record or temporary construction easements, unless the Contractor makes specific arrangements with private property owners for his use of their property. Written authorization from the granting property owner shall be placed on file with the Project Manager prior to utilization of said private properties. The Owner assumes no responsibility for damage to private property in such instances. The Contractor is responsible for protection of private property abutting all work areas on this project. Adequate equipment storage and material storage shall also be accomplished outside the Owner's right-of-way. Pipe and other materials shall not be strung out along the right-of-way, but will be delivered in quantities adequate for one day's installation. The Owner will coordinate with the Contractor to identify possible storage sites.

CONSTRUCTION PHOTOGRAPHY

A. General

The Contractor shall employ a competent photographer to take construction record photographs and perform videotaping, including providing all labor, materials, equipment and incidentals necessary to obtain photographs and/or videotapes of all areas specified in the Contract specifications. The word "Photograph" includes standard photographic methods involving negatives, prints and slides and it also includes digital photographic methods involving computer technology items such as diskettes and CD-ROMs.

B. Qualifications

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

C. Project Photographs

Provide photographs of the entire work area prior to any construction for the purpose of records of conditions prior to construction. Photographs should be

spaced at approximately 100-foot intervals. In addition, all special features shall be photographed prior to construction.

Provide three (3) prints of each standard photograph to the Owner. In addition to the CD-ROM media, provide one print of each digital/digitized photograph to the Owner.

The Contractor shall pay all costs associated with the required photography and prints. Any parties requiring additional photography or prints will pay the photographer directly. All project photographs shall be a single weight, color image. All finishes shall be smooth surface and glossy, and all prints shall be 8 inches by 10 inches. Each print shall have clearly marked on the back the name of the project, the orientation of view, the date and time of exposure, name and address of photographer and the photographers numbered identification of exposure.

All project photographs shall be taken from locations to adequately illustrate conditions prior to construction, or conditions of construction and state of progress. The Contractor shall consult with the Owner at each period of photography for instructions concerning views required. The Contractor shall deliver prints in conformance with the above requirements to the Owner. No construction shall begin until pre-construction photographs are completed and submitted to the Owner.

D. Negatives

The Contractor shall require that photographer maintain negatives for a period of two years from date of Substantial Completion of the Project. Negatives shall be conveyed to Owner at the end of the two-year period. Photographer shall agree to furnish additional prints to Owner at commercial rates applicable at the time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as expert witness.

E. Videotape Recording

Videotaping may be used in lieu of construction photographs; however videotaping is required for preconstruction video. Videotaping shall be accomplished along all routes that are scheduled for construction. The taping shall, when viewed, depict an image with $\frac{1}{4}$ of the image being the roadway fronting of property and $\frac{3}{4}$ of the image being of the property. The taping shall be done so as to show the roadway and property in an oblique view (30 degrees). A complete view, in sufficient detail, of all driveways, with audio description of the exact location shall be provided. The Engineering plans shall be used as a reference for stationing in the audio portion of the tapes for easy location identifications. If visible, house numbers shall be mentioned on the audio.

Two complete sets of DVD's, with narrative, shall be delivered to the Owner for the permanent and exclusive use of the Owner prior to the start of any construction on the project. All videotapes shall contain the name of the project, the date and time of the videotaping, the name and address of the photographer and any other identifying information required.

Payment for this item shall be included under the pay item #1 for Mobilization.

CONTRACTOR TO EXECUTE NPDES “NOTICE OF INTENT”

Prior to proceeding with construction, the Contractor shall prepare and submit a “Notice of Intent to Use Generic Permit for Stormwater Discharge from Construction Activities that Disturb One or More Acres of Land” to the Florida Department of Environmental Protection (FDEP). The Contractor shall monitor the site at all times and take appropriate action to prevent erosion including the use of BMPs. No pumping of ground or surface water shall be performed without approval from the Water Management District. Following completion of construction, Contractor shall prepare and submit a “Notice of Termination of Generic Permit Coverage” to FDEP. Payment for this item shall be included under the pay item for Mobilization.

WORKSITE TRAFFIC SUPERVISOR

- a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the *FDOT Standard Specifications for Road and Bridge Construction* and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to work site traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.
- b. The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day-to-day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
- c. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance.
- e. Payment for Worksite Traffic Supervisor shall be included under the pay item #2 for Maintenance of Traffic.

CONTRACTOR’S SUPERVISION

- a. Prosecution of Work: The Contractor shall give the work the constant attention necessary to assure the scheduled progress. He shall cooperate fully with the Engineer and with other Contractors at work in the vicinity.

- b. Contractor's Superintendent: The Contractor shall at all times have on the work site as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer and to supply promptly any materials, tools, equipment, labor and incidentals that may be required. Such superintendence shall be furnished regardless of the amount of work sublet.
- c. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours.
- d. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a 24-hour basis, 7 days a week, in order that he may be contacted for emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that may arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location to the Florida Highway Patrol and all other local law enforcement agencies.

LIST OF EMERGENCY CONTACT NUMBERS & UTILITY SERVICE MAINTENANCE

The Contractor shall obtain and maintain a list of emergency contact phone numbers for all utilities during the course of the project. The Contractor shall maintain utility service during the project except for interruptions authorized by the utility owner. If interruptions are required, the Contractor shall notify the Owner 48 hours in advance.

EXISTING SIDEWALK

If the Contractor, in the process of performing his contract operations, breaks any of the existing sidewalk that is to remain in place, replacement of this sidewalk will be at the Contractor's expense.

PEDESTRIAN ACCESS

The Contractor shall provide access and make provisions to maintain school zones during construction. The Contractor is to facilitate pedestrian traffic whether for school or public transportation.

RECORD DRAWINGS AND PROJECT CERTIFICATION

This section and number of copies applies to roadway, drainage and utility record drawings.

The Owner and/or Engineer will furnish the Contractor copies of the bid plans to be used for the record drawings. A Florida Registered Surveyor shall perform a field survey and any differences between the plan elevations or dimensions shall be marked through and the as-built elevation or dimension legibly entered. All elevations and dimensions that are correct shall have a check mark placed beside it.

The Contractor shall keep a complete set of surveyed "As-built" records. These records shall show all items of Work and existing features of utilities revealed by excavation work. The records shall be kept in a professional manner, in a form that shall be approved by the County prior to the Work. These results shall be available at all times during construction for reference by the Engineer and shall be delivered to the Engineer upon completion of the Work. All completed "As-builts" must be certified by a Florida Licensed Surveyor or Engineer per Chapter 61 G 17-6, Florida Administrative Code, pursuant to Sec. 47207, Florida Statutes. At a minimum all Utility Record Drawings shall be in accordance with Manatee County Standards.

The following information is required on the "Record Drawings":

- A. Roadway centerline profile [100-foot maximum interval].
- B. Roadway cross sections [100-foot maximum interval].
- C. All underground piping with elevations and dimensions, changes to piping locations, horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc. Dimensions at these locations shall indicate distance from the centerline of construction.
- D. Elevations on all drainage control structures, verifying all plan dimensions.
- E. Stormwater ponds with cross sections [25-foot maximum interval] (sufficient to calculate volumes).
- F. Flow line elevations on all ditch breaks (vertical and horizontal).
- G. Field changes of dimensions and details.
- H. Details not on original contract drawings.
- I. Equipment and piping relocations.
- J. The locations of all headwalls, pipes and any other structures shall be located by station and offset.
- K. Benchmarks and elevation datum shall be indicated.
- L. Additional elevations or dimensions as required by the Engineer

Following completion of construction and prior to final payment, the Contractor shall submit a Certification by the Contractor and Manufacturer including test data that the materials (filter fabric, filter media, etc.) installed meet plan specifications and regulatory requirements.

Upon completion of the work, four (4) sets of draft "Record Drawings" shall be submitted to the Owner for review. Such drawings shall accurately show all approved field changes to the original Construction Drawings, including actual locations, dimensions and elevations and shall be subject to a field review in the presence of the Engineer or his designated representative. The drawings are to be prepared by competent personnel, neatly drafted and certified, signed and sealed by a Florida Registered Surveyor.

The Contractor shall incorporate any comments from the Owner and/or Engineer and shall submit two write-only CD-ROMs, one set of 24-inch by 36-inch mylar record drawings and four sets of 24-inch by 36-inch certified prints with the Surveyor's certification.

All Digital Drawings shall be identical to those submitted as hard copy. The Digital Drawing files shall be AutoCAD format (Release 2004 or later) and shall include all external reference drawings, text fonts, shape files and all other files necessary to make use of the drawings.

Two as-built drawing submittals will be required:

- a. The Roadway as-built is required upon completion of the entire project.
- b. The Utility as-built is required immediately upon completion of the water main work on the project. The as-built drawing will be forwarded to the Florida Department of Environmental Protection for approval after they have been reviewed and accepted by the Project Engineer and Manatee County.

The Owner and/or Engineer will review and approve the "Record Drawings within 30 days unless additional information is required. No final payment shall be made until such time as the "Record Drawings" have been approved and accepted.

COMPLIANCE WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) STORMWATER MANAGEMENT AND DISCHARGE PERMIT REQUIREMENTS AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) DREDGE AND FILL PERMIT REQUIREMENTS

Southwest Florida Water Management District Stormwater Management and Discharge permits or exemptions, if any, and/or a Department of Environmental Protection Dredge and Fill permit, if any, required for this project have been obtained by the Owner. The Contractor shall comply with the stipulations of the Permits or Exemptions as stated herein.

The Contractor shall allow periodic inspection of the work by authorized representatives of the Department of Environmental Protection, the Southwest Florida Water Management District, as well as other duly authorized law enforcement officers of the State.

DISCRETIONARY WORK (Contingency)

The Discretionary Work (Contingency) pay item shall cover the cost for various contingencies and contract amendments authorized by the Owner. Any amount of extra work and/or alterations to the proposed Work charged to the allowance shall be fully documented and authorized by the Engineer before the start of the work. No payment shall be made for work completed without written authorization from the Owner or Engineer.

Method of Measurement and Basis of Payment

Payment for authorized work shall be on a lump sum basis.

MATERIAL TESTING TABLE

ITEM	TEST	TEST IDENTIFICATION	TEST REQUIREMENTS VERTICAL	TEST FREQUENCY HORIZONTAL
UTILITY TRENCH BACKFILL	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-180	PER PLANS	
SUBGRADE UNCLEAR NEW CURB	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-180	PER PLANS	
LIMEROCK/ SHELL BASE	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T-180	N/A	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF
	FIELD DENSITY	AASHTO T-180	PER PLANS	
SOIL CEMENT BASE	SOIL CEMENT PLACEMENT/ MONITORING DENSITIES THICKNESS DETERMINATIONS	AASHTO T-134 AND AASHTO T-135	PER PLANS	ONE PER 200 LF
CONCRETE	COMPRESSIVE STRENGTH (THREE CYLINDERS/TEST)	AASHTO T-23 AND AASHTO T-119	PER SPECS	Per Specs/Min. of One Set/Day FOR POURS BETWEEN 10 & 50 CY
	SLUMP, AIR CONTENT	AASHTO T-22 AND AASHTO T-180	PER SPECS	ADDITIONAL SET FOR EACH 50 CY DAILY OR 1 PER 50 CY MAX
ASPHALT	MATERIAL QUALITY GRADATION, STABILITY BITUMEN CONTENT	FLORIDA D.O.T.	PER SPECS	PER SPECS DAILY OR 1 PER 50 CY MAX
RECYCLED CONCRETE BASE	GRADATION DENSITIES THICKNESS DETERMINATIONS	AASHTO T-180	PER SPECS	PER SOIL CLASSIFICATION/ PER LABORATORY ONE PER 200 LF

ATTACHMENT "B"

CONTRACT DOCUMENTS
FOR
BUFFALO ROAD RE-ALIGNMENT
& WATERLINE RELOCATION

PROJECT # 307.6062260

JUNE 2009

PROJECT OWNER:

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

PREPARED BY:

Engineering Division
Manatee County Public Works Department
4422-B 66th Street West
Bradenton, Florida 34210
(941) 792-8811

INFRASTRUCTURE ENGINEERING STANDARD SPECIFICATIONS

SECTION 01150	MEASUREMENT AND PAYMENT	3
SECTION 02221	TRENCHING, BEDDING AND BACKFILL FOR PIPE	5
SECTION 02615	DUCTILE IRON PIPE AND FITTINGS	9
SECTION 02616	DISINFECTING POTABLE WATER PIPE LINES	10
SECTION 02617	INSTALLATION AND TESTING OF PRESSURE PIPE	11
SECTION 02618	PIPELINE CLEANING	13

The HDPE pipe and the Gate Valve materials are as specified in the Manatee County Utility Standards approved March 2009. The above specification sections deal with the installation of the pipe.

SCOPE: This portion of the project is to remove or abandon / grout fill the existing 12" waterline, and install a new waterline as shown on the attached drawings. It includes installation of a fitting at the north end of the project, installation of approximately 505 feet of new HDPE waterline, with a new tap and valve connection to the existing 16" waterline. All requirements of the Manatee County Approved Utility Standards (March 2009) apply.

SECTION 01150 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

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

1.02 ESTIMATED QUANTITIES

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

1.03 MEASUREMENT STANDARDS

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

1.04 UNIT PRICE ITEM

Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

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

1. Shop Drawings, Working Drawings.
2. Clearing, grubbing and grading except as hereinafter specified.
3. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
4. Dewatering and disposal of surplus water.
5. Structural fill, backfill, and grading.
6. Cleanup and miscellaneous work..
7. Testing and placing system in operation.
8. Any material and equipment required to be installed and utilized for the tests.

9. As-built Record Drawings.

BID ITEM # 1 - HDPE (AWWA C906) WATER MAINS

Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid per the schedule of prices for furnishing and installing the listed diameter water main (AWWA C-906, CL-160, DR-11) pipe and fittings as shown on the Contract Drawings and listed in the Bid Form. Measurement and Payment shall be made for the actual length of the listed diameter pipe installed and will represent full compensation for all labor, materials, excavation, including rock, dewatering, bedding, backfill, compaction, testing and disinfection and equipment required to complete this Bid Item. No additional compensation will be made for excavation below the bottom of the pipe, for rock removal or bedding and backfill materials, or for repair of any trench settlement.

BID ITEM # 2 - TAPPING SLEEVES/VALVES

Payment for all work included in this Bid Item shall be at the applicable Contract unit price bid per each tapping sleeve and tapping valve for furnishing and installing the listed diameter tapping sleeve and tapping valve, box, cover and concrete pad as shown on the Contract Drawings and listed on the Bid Form. Prior to the tapping operation, the Contractor will contact the Owner as to the date and time of the proposed work. The tapping operation itself up to 12-inches in diameter will be performed by the Owner. All tapping operations larger than 12 inches in diameter shall be performed by the Contractor with the Owner's Representative present. Payment shall represent full compensation for all labor, material, excavation, including rock as necessary, bedding, backfill, compaction testing, disinfection and equipment required to complete this Bid Item.

BID ITEM # 3 - GATE VALVES

Payment for all work included in this Bid Item shall be made at the applicable Contract unit price bid per each valve for furnishing and installing the listed diameter valve, box, cover and concrete pad as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, material, excavation, including rock as necessary, bedding, backfill, compaction, testing and disinfection and equipment required to complete this Bid Item.

BID ITEM # 4 - REMOVE / DISPOSE OF EXISTING WATERLINE

Payment for all work included in this Bid Item will be made at the applicable Contract unit price bid for removing and disposing of the existing waterline exposed during excavation as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, equipment, excavation, and compaction required to complete this Bid Item.

BID ITEM # 5 - GROUT FILL & ABANDON EXISTING WATERLINE

Payment for all work included in this Bid Item will be made at the applicable Contract unit price bid for furnishing and pumping/placing grout fill in the abandoned pipe as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, material, equipment, and excavation, required to complete this Bid Item.

END OF SECTION

SECTION 02221 TRENCHING, BEDDING AND BACKFILL FOR PIPE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to perform all excavation, backfill, fill, grading, trench protection or other related work required to complete the piping work shown on the Drawings and specified herein. The work shall include, but not be limited to: vaults; duct conduit; pipe; roadways and paving; backfilling; required fill or borrow operations; grading; disposal of surplus and unsuitable materials; and all related work such as sheeting, bracing and dewatering.
- B. Prior to commencing work, the Contractor shall examine the site and review test borings if available, or undertake his own subsurface investigations and take into consideration all conditions that may affect his work.

1.02 PROTECTION

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

any construction of the pipeline or the enclosed masonry. Any movement or bulging which may occur shall be corrected by the Contractor at his own expense so as to provide the necessary clearances and dimensions.

5. Drawings of the cofferdams and design computations shall be submitted to the Engineer and approved prior to any construction. However, approval of these drawings shall not relieve the Contractor of the responsibility for the cofferdams. The drawings and computations shall be prepared and stamped by a Registered Professional Engineer in the State of Florida and shall be in sufficient detail to disclose the method of operation for each of the various stages of construction, if required, for the completion of the pipeline and substructures.

B. Dewatering, Drainage and Flotation

1. The Contractor shall construct and place all pipelines, concrete work, structural fill, bedding rock and limerock base course, in-the-dry. In addition, the Contractor shall make the final 24" of excavation for this work in-the-dry and not until the water level is a minimum of 6" below proposed bottom of excavation.
2. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavation and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations.
3. Dewatering shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
4. Wellpoints may be required for dewatering the soil prior to final excavation for deeper in-ground structures or piping and for maintaining the lowered groundwater level until construction has been completed to avoid the structure, pipeline, or fill from becoming floated or otherwise damaged. Wellpoints shall be surrounded by suitable filter sand and no fines shall be removed by pumping. Pumping from wellpoints shall be continuous and standby pumps shall be provided.
5. The Contractor shall furnish all materials and equipment to perform all work required to install and maintain the proposed drainage systems for handling groundwater and surface water encountered during construction of structures, pipelines and compacted fills.
6. Where required, the Contractor shall provide a minimum of two operating groundwater observation wells at each structure to determine the water level during construction of the pipeline or structure. Locations of the observation wells shall be at structures and along pipelines as approved by the Engineer prior to their installation. The observation wells shall be extended to 6 inches above finished grade, capped with screw-on caps protected by 24" x 24" wide concrete base and left in place at the completion of this Project.
7. Prior to excavation, the Contractor shall submit his proposed method of dewatering and maintaining dry conditions to the Engineer for approval. Such approval shall not relieve the Contractor of the responsibility for the satisfactory performance of the system. The Contractor shall be responsible for correcting any disturbance of natural bearing soils for damage to pipeline or structures caused by an inadequate dewatering system or by interruption of the continuous operation of the system as specified.
8. As part of his request for approval of a dewatering system, the Contractor shall demonstrate the adequacy of the proposed system and wellpoint filter sand by means of a test installation. Discharge water shall be clear, with no visible soil

particles in a one quart sample. Discharge water shall not flow directly into wetlands or Waters of the State as defined by FDEP and SWFWMD.

9. During backfilling and construction, water levels shall be measured in observation wells located as directed by the Engineer.
10. Continuous pumping will be required as long as water levels are required to be below natural levels.

PART 2 PRODUCTS

2.01 MATERIALS

A. General

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

B. Structural Fill

1. Structural fill in trenches shall be used below spread footing foundations, slab-on-grade floors and other structures as backfill within three feet of the below grade portions of structures.
2. Structural fill material shall be a minimum of 60 percent clean sand, free of organic, deleterious and/or compressible material. Minimum acceptable density shall be 98 percent of the maximum density as determined by AASHTO T-180. Rock in excess of 2-1/2" in diameter shall not be used in the fill material. If the moisture content is improper for attaining the specified density, either water shall be added or material shall be permitted to dry until the proper moisture content for compaction is reached.

C. Common Fill

1. Common fill material shall be free from organic matter, muck or marl and rock exceeding 2-1/2" in diameter. Common fill shall not contain broken concrete, masonry, rubble or other similar materials. Existing soil may be used to adjust grades over the site with the exception of the construction area.
2. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpiles for reuse. All material which, in the opinion of the Engineer, is not suitable for reuse shall be spoiled as specified herein for disposal of unsuitable materials by the Contractor.

D. Crushed Stone

1. Crushed stone may be used for pipe bedding, manhole bases, as a drainage layer below structures with underdrains and at other locations indicated on the Drawings.
2. Crushed stone shall be size No. 57 with gradation as noted in Table 1 of Section 901 of Florida Department of Transportation, Construction of Roads and Bridges.

PART 3 EXECUTION

3.01 TRENCH EXCAVATION AND BACKFILLING

- A. Excavation for all trenches required for the installation of pipes and electrical ducts shall be made to the depths indicated on the Drawings and in such manner and to such widths as will give suitable room for laying the pipe or installing the ducts within the trenches.
- B. Rock shall be removed to a minimum 6" clearance around the bottom and sides of all the pipe or ducts being laid.
- C. Where pipes or ducts are to be laid in limerock bedding or encased in concrete, the trench may be excavated by machinery to or just below the designated subgrade provided that the material remaining in the bottom of the trench is no more than slightly disturbed.
- D. Where the pipes or ducts are to be laid directly on the trench bottom, the lower part of the trenches shall not be excavated to grade by machinery. The last of the material being excavated manually, shall be done in such a manner that will give a flat bottom true to grade so that pipe or duct can be evenly supported on undisturbed material. Bell holes shall be made as required.
- E. Backfilling over pipes shall begin as soon as practicable after the pipe has been laid, jointed and inspected and the trench filled with suitable compacted material to the mid-diameter of the pipe.
- F. Backfilling over ducts shall begin not less than three days after placing concrete encasement.
- G. All backfilling shall be prosecuted expeditiously and as detailed on the Drawings.
- H. Any space remaining between the pipe and sides of the trench shall be packed full by hand shovel with selected earth, free from stones having a diameter greater than 2" and thoroughly compacted with a tamper as fast as placed, up to a level of one foot above the top of the pipe.
- I. The filling shall be carried up evenly on both sides with at least one man tamping for each man shoveling material into the trench.
- J. The remainder of the trench above the compacted backfill, as just described above, shall be filled and thoroughly compacted by rolling, ramming, or puddling, as the Engineer may direct, sufficiently to prevent subsequent settling.

END OF SECTION

SECTION 02615 DUCTILE IRON PIPE AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to install ductile iron pipe and restrained joint ductile iron pipe and cast iron or ductile iron restrained joint fittings, complete, as shown on the Drawings and specified in these Standards.
- B. Fittings are noted on the drawings for the Contractor's convenience and do not relieve him from laying and jointing different or additional items where required.

1.02 SUBMITTALS

- A. The Contractor shall submit to the Engineer, a list of materials to be furnished, the names of the suppliers and the appropriate shop drawings for all ductile iron pipe and fittings.
- B. The Contractor shall submit the pipe manufacturer's certification of compliance with the applicable sections of the Specifications.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All fittings shall be pressure rated for 350 psi and meet the requirement of AWWA C110 or AWWA C153. Rubber gaskets shall conform to ANSI A21.11 for mechanical and push-on type joints for diameters up to 14" diameter. Gaskets for 16" diameter and larger pipe shall be EPDM (Ethylene-Propylene Dine Monomer) such as the "Fastite Gasket" of American Ductile Iron Pipe Co., or approved equal.
- B. Water Mains: All ductile iron pipe and fittings shall have a standard thickness cement lining on the inside in accordance with AWWA/ANSI C104/A21.4 and a coal tar enamel coating on the outside. The coal tar enamel shall be in accordance with ANSI A21.4. All interior linings shall be EPA/NSF approved.

2.02 IDENTIFICATION

- A. Each length of pipe and each fitting shall be marked with the name of the manufacturer, size and class and shall be clearly identified as ductile iron pipe. All gaskets shall be marked with the name of the manufacturer, size and proper insertion direction.
- B. Pipe shall be poly wrapped blue for potable water mains, purple for reclaimed water mains and green for sewage force mains. All potable water pipe shall be NSF certified and copies of lab certification shall be submitted to the Engineer.

END OF SECTION

SECTION 02616 DISINFECTING POTABLE WATER PIPE LINES

PART 1 GENERAL

1.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment and incidentals required to clean and disinfect potable water pipe lines. This work is required to place all types of pipe into service as potable water lines.

1.02 CLEANING WATER MAINS

At the conclusion of the work, the Contractor shall thoroughly clean all of the new pipes to remove all dirt, stones, pieces of wood or other material which may have entered during the construction period per Section 02618.

1.03 DISINFECTING POTABLE WATER PIPE LINES

A. All record drawing requirements must be submitted to the Owner/Engineer prior to starting the bacteriological testing of the water lines.

B. Prior to being placed in service, all potable water pipe lines shall be chlorinated in accordance with AWWA 651, "Standard Procedure for Disinfecting Water Main". The procedure shall meet Health Department requirements. The location of the chlorination and sampling points shall be determined by the Engineer. Taps for chlorination and sampling shall be uncovered and backfilled by the Contractor as required.

A. The general procedure for chlorination shall be to flush all dirty or discolored water from the lines, then introduce chlorine in approved dosages through a tap at one end while water is being withdrawn at the other end of the line. The chlorine solution shall remain in the pipe line for 24 hours.

Water for flushing, filling and disinfecting the new lines must be obtained without contaminating existing pipe lines. Water obtained from existing pipe lines for this purpose shall pass through an approved air gap or backflow prevention device.

B. Following the chlorination period, all treated water shall be flushed from the lines at their extremities and replaced with water from the distribution system. Bacteriological sampling and analysis of the replacement water shall then be made by an approved laboratory or the Health Department in full accordance with the AWWA Manual C651. The line shall not be placed in service until the requirements of the State and County Public Health Department are met. Results of the bacteriological tests together with certified record drawings must be submitted to the Health Department (FDEP) within 30 days of the tests.

C. Special disinfecting procedures when approved by the County, may be used where the method outlined above is not practical.

END OF SECTION

SECTION 02617 INSTALLATION AND TESTING OF PRESSURE PIPE

PART 1 GENERAL

1.01 INSTALLING PIPE AND FITTINGS

- A. The Contractor shall install all pipe in accordance with the recommendations of the pipe manufacturer and as specified herein.
- B. The Contractor shall take care in handling, storage and installation of pipe and fittings to prevent injury to the pipe or coatings. All pipe and fittings shall be examined before installation and pipe which is deemed to be defective by the Owner/Engineer shall not be installed.
- C. The Contractor shall thoroughly clean and keep thoroughly clean, all pipe and fittings prior to during and after installation.
- D. The Contractor shall lay the pipe to the lines and grades shown on the Contract Drawings with bedding and backfill as shown on the Drawings or called out in the Contract Documents. Blocking under the pipe shall not be permitted except through casing sleeves.
- E. The Contractor shall keep the open ends of all pipe closed with a tightly fitting plug when installation is not in progress or the potential exists for dirt or debris to enter the pipe.
- F. The pipe or accessories shall not be dropped into the trench under any circumstances.
- G. The Contractor shall construct all water mains pursuant to the provisions of "Recommended Standards for Water Works", Part 8, incorporated by reference in Rule 17-555.330(3), F.A.C.

1.02 PROCEDURE FOR TESTING WATER LINES, FORCE MAINS AND RECLAIMED WATER LINES

- A. A 48-hour notice is needed prior to testing. A letter stating the reasons testing should be scheduled ahead of other jobs must accompany all emergency testing requests.
- B. Engineer and Contractor must be present for all testing, except for testing tapping valves and sleeves.
- C. All pressure pipe lines shall remain undisturbed for 24 hours to develop complete strength at all joints. All pipe lines shall be subjected to a hydrostatic pressure test for two (2) hours at full working pressure, but not less than 180 psi for water/reclaimed (150 psi for force main). Maximum length of pipe to be tested at one time is 2,600 feet. If line is longer than 2,600 feet and cannot be sectioned in 2,600 feet (max.) lengths, the allowable leakage will be figured at 2,600 feet.
- D. Allowable leakage shall be determined by AWWA C600 table for hydrostatic tests. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof; to maintain the test pressure after the air in the pipe line has been expelled and the pipe has been filled with water.
- E. All digging on the job site in the right-of-way must be completed before any testing of

water or sewer. Any digging or boring across water or sewer lines after they have been tested may result in a retest of the lines at the County's request.

- F. If any revisions or changes are made after initial testing, lines will be re-tested at the County's request.
- G. Disconnect water supply during test.
- H. All visible leaks are to be repaired, regardless of the amount of leakage.
- I. Check gauge pressure periodically during test. If test pressure drops to 175 psi for water/reclaimed lines or to 145 psi for force mains during test, the line must be repumped back to 180 psi for water/reclaimed (150 psi force mains) and the amount of leakage measured. The test will continue on with the remaining time left. At the end of the test, the line must be repumped again back to 180 psi (150 psi for force main) and the amount of leakage measured and added to any previous leakage determined earlier in the test.
- J. After the line passes the test, the pressure will be blown off from the opposite end of line from the gauge location. Fire hydrants, services and end-of-line blow offs will be opened to demonstrate they were on line during the test.
- K. At end of test, the test gauge must return to zero. The pressure gauge must read 0 psi to a maximum of 300 psi in 5 psi increments.
- L. The section of line being tested must be identified on the charge sheet. The length and size of pipe, the exact area being tested and the valves being tested against, must be identified. Use Station numbers if available. A copy of the charge sheet will be given to the Engineer and the Contractor at the end of the test.
- M. A punch list must be made at the end of all tests.

END OF SECTION

SECTION 02618 PIPELINE CLEANING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to clean all new lines 4" and larger, and existing pipelines as specified in this specification and as indicated on the Drawings.
- B. This work shall include the furnishing and installation of all pig launching and retrieval devices and the appropriate pigs for the cleaning procedure, and all necessary excavations, shutdowns, fittings and valves required.

1.02 RELATED WORK

- A. The contractor is responsible for all necessary supply water.
- B. The contractor is responsible for all necessary bypass pumping.
- C. The contractor is responsible for the proper disposal of any materials removed from the pipe lines as a result of the cleaning procedure.

1.03 SUBMITTALS

- A. The Contractor shall submit prior to construction, a cleaning plan, Shop Drawings, and layout diagram for approval to the Engineer.
- B. The Contractor shall submit to the Engineer a list of materials to be furnished, and the names of suppliers.

1.04 QUALIFICATIONS

- A. The Contractor performing this work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner.
- B. The Contractor shall also be capable of providing crews as needed to complete this work without undue delay.
- C. The Owner reserves the right to approve or disapprove the Contractor, based on the submitted qualifications.

PART 2 PRODUCTS

2.01 GENERAL

- A. The contractor shall be responsible for furnishing pigs in sufficient numbers and sizes, of appropriate densities, coatings and configurations to properly clean the piping systems.
- B. All pigs used for the cleaning of sewer or reclaimed water lines shall not be used in the cleaning of potable water lines.

2.02 MATERIALS

- A. The pig launching and retrieval equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system. Launching and retrieval systems shall be fabricated, designed and manufactured according to ANSI standards and capable of withstanding working pressures of 150 psi. Launching and receiving devices shall be sized one diameter larger than the system to which it will be attached with a minimum length of 2.5 times the diameter.
- B. The contractor shall have available for immediate use an electronic pig detector for use in the system being cleaned to provide a means of tracking the passage of the pig in the system to locate areas of potential or suspected blockage and other disparities in the system.
- C. The pig shall be constructed of elastomer polyurethane with an open cell construction and a density equal to or suitable for use in the piping system being cleaned. Pig configuration shall consist of a parabolic nose with a concave base and coated with a resilient surface material that will maintain a peripheral seal and will effectively clean the piping system without over abrading the interior pipe wall. Pig characteristics shall include the ability to navigate through 90 degree bends, 180 degree turns, bi-directional fittings, full port valves, reduce its cross sectional area and return to its original design configuration and be propelled by hydraulic pressure.

PART 3 EXECUTION

3.01 PIPELINE CLEANING

- A. The cleaning of the pipe line shall be done by the controlled and pressurized passage of a polyurethane pig of varying dimensions, coatings and densities as determined by the Engineer through the piping system.
- B. A series of pigs shall be entered into the system at a point as near to the beginning as is logistically and mechanically feasible.
- C. A launching assembly shall be used as the entrance point for the pig. This assembly shall allow for the following:
 - 1. The entering of pigs into the system by providing the means to induce flow from an external source, independent of the flows and pressures immediately available from the system, on the back of the pig to develop sufficient pressure to force the pig through the system.
 - 2. A means to control and regulate the flow.
 - 3. A means to monitor the flows and pressures.
 - 4. A means to connect and disconnect from the system without any disruption to the operation of the system.
- D. The pig shall be removed or discharged from the system at a point as near to the end as is logistically and mechanically feasible.
- E. The contractor shall be responsible for the retrieval of the pig at the discharge point. This may include setting a trap that will not disrupt normal flow and operations but will capture

the pig and any debris. A retrieval assembly may also be used but said assembly shall be able to connect and disconnect from the system without any disruption to the operation of the system.

- F. Alternative launching and retrieval methods shall be done with the prior approval of the Engineer.
- G. Any pig that cannot progress through the piping system shall be located by the contractor and removed by excavation of the pipe in order to remove the blockage. All pipe repairs shall be the responsibility of the contractor and shall be performed with as little disruption to the system as possible.
- H. Any increase in pressure that cannot be accounted for, i.e. fittings or valves or additional cleaning runs, shall be investigated, per the Engineers' approval, by locating the pig at the beginning of the increased pressure and excavating to determine the cause of the pressure increase. All pipe repairs shall be the responsibility of the contractor and shall be performed with as little disruption to the system as possible.
- I. Final flushing of the cleansed lines shall be performed after the last successful run of the pig as determined by the Engineer. The contractor shall be responsible for all applicable flushing and disinfection requirements for potable water lines.

3.02 ACCEPTANCE

- A. The contractor shall maintain and provide a report at the end of the cleaning procedure containing the following:
 - 1. The pressures in the pipe during the pigging procedure.
 - 2. Any inline problems encountered during the procedure including all excavations with detailed locations, reason for the excavation and any corrective measures taken to the pipeline.
 - 3. A record of the pigs used, their sizes, styles and other pertinent information regarding what materials were used during the cleaning.
 - 4. An analysis of the condition of the pipeline before and after the cleaning procedure.

END OF SECTION



An Equal Opportunity Employer

Southwest Florida Water Management District

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Lecanto Service Office
Suite 226
3600 West Sovereign Path
Lecanto, Florida 34461-8070
(352) 527-8131

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

May 27, 2009

- Neil Combee**
Chair, Polk
- Todd Pressman**
Vice Chair, Pinellas
- Jennifer E. Closshey**
Secretary, Hillsborough
- Ronald E. Oakley**
Treasurer, Pasco
- Bryan K. Beswick**
DeSoto
- Patricia M. Glass**
Manatee
- Hugh M. Gramling**
Hillsborough
- Albert G. Joerger**
Sarasota
- Sallie Parks**
Pinellas
- Maritza Rovira-Forino**
Hillsborough
- H. Paul Senft, Jr.**
Polk
- Douglas B. Tharp**
Sumter
- Judith C. Whitehead**
Hernando

Ron Schulhofer
Manatee County Board of County Commissioners
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, FL 34208

Subject: Final Agency Action Transmittal Letter
ERP General Construction
Permit No.: 44026772.002
Project Name: Manatee County - Buffalo Road Realignment at Erie Road
County: Manatee
Sec/Twp/Rge: 28/33S/18E

Dear Mr. Schulhofer:

This letter constitutes notice of Final Agency Action for **approval** of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes, (F.S.), and Chapter 28-106, Florida Administrative Code, (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C.* Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

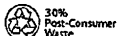
Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

RECEIVED

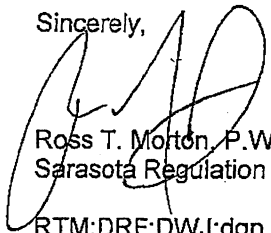
MAY 29 2009

PUBLIC WORKS
ENGINEERING DIVISION



If you have questions concerning the permit, please contact Daryl R. Flatt, P.E., at the Sarasota Service Office, extension 6508. For assistance with environmental concerns, please contact David W. Jenkins, extension 6545.

Sincerely,



Ross T. Morton, P.W.S., Director
Sarasota Regulation Department

RTM:DRF:DWJ:dgp

Enclosures: Approved Permit w/Conditions Attached
Approved Construction Drawings
Statement of Completion
Notice of Authorization to Commence Construction
Noticing Packet (42.00-039)
Sections 28-106.201 and 28-106.301, F.A.C.

cc/enc: File of Record 44026772.002
H. Wayne Roberts, P.E., Manatee County Public Works
Chad Butzow, Manatee County Public Works
Terri Behling, Southwest Florida Water Management District

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
GENERAL CONSTRUCTION MODIFICATION
PERMIT NO. 44026772.002

Expiration Date: May 27, 2014

PERMIT ISSUE DATE: May 27, 2009

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Manatee County - Buffalo Road Realignment at Erie Road

GRANTED TO: Manatee County Board of County Commissioners
Manatee County Public Works Department, 1022 26th Avenue East
Bradenton, FL 34208

ABSTRACT: This permit authorizes the construction of a surface water management system designed to serve an 11.42 acre road project in Manatee County. The surface water management system has been designed to provide water quality treatment and peak attenuation storage for the project. The method of water quality treatment is wet detention and detention with effluent filtration. Information regarding the surface water management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAINT. ENTITY: Manatee County Public Works

COUNTY: Manatee

SEC/TWP/RGE: 28/33S/18E

**TOTAL ACRES OWNED
OR UNDER CONTROL:** 13.57

PROJECT SIZE: 11.42 Acres

LAND USE: Road Project

DATE APPLICATION FILED: December 18, 2008

AMENDED DATE: N/A

I. Water Quantity/Quality

POND NO.	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
Dry Pond	0.59	Effluent Filtration
Existing Pond	1.27	Wet Detention
TOTAL	1.86	

Comments: Construction includes approximately 2,200 linear feet of roadway commencing north of Erie Road and the associated surface water management system. Erie Road will also be widened for approximately 700 feet immediately east of I-75. Existing Pond, permitted and constructed under ERP No. 43026672.000, is being modified in this permit and provides water quality treatment and attenuation for a portion of the project area.

A mixing zone is not required.
 A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result (feet)
2.01	2.08	EE	0.00

III. Environmental Considerations

Wetland/Other Surface Water Information

Count: 3

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
OSW-1	0.09	0.00	0.09	0.00	0.00	0.00
OSW-2	0.08	0.00	0.08	0.00	0.00	0.00
OSW-3	0.27	0.00	0.27	0.00	0.00	0.00
Total:	0.44	0.00	0.44	0.00	0.00	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland Comments: The project area contains three upland cut ditches totaling 0.44 acres. This permit authorizes 0.44 acre of permanent impacts to upland cut ditches due to roadway construction.

Mitigation Comments: Wetland mitigation is not required for impacts to upland-cut ditches pursuant to Subsection 3.2.2.2 of the Basis of Review. Under this Subsection, wetland mitigation is not required for impacts to upland-cut ditches that do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.

2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Sarasota Regulation Department
Southwest Florida Water Management District
6750 Fruitville Road
Sarasota, FL 34240-9711

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

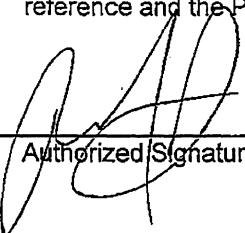
For systems utilizing effluent filtration or exfiltration or systems utilizing effluent filtration or exfiltration and retention or wet detention, the inspections shall be performed 18 months after operation is authorized and every 18 months thereafter.

7. Prior to installation of the filter media, the Permittee's contractor shall submit a certified test of the media to the Permittee's Professional Engineer and the District. The test shall address the following parameters: uniformity coefficient, effective grain size, sieve analysis, percent silts, clays and organic matter, and permeability testing (constant head). If testing indicates the actual permeability rate is less than the value specified in the permitted design, a permit modification will be required to lengthen the effluent filtration system. The Permittee shall also notify the Surface Water Regulation Manager, Sarasota Regulation Department, at least 48 hours prior to commencement of construction of the effluent filtration system, so that District staff may observe this construction activity.
8. This modification, Construction Permit No. 44026772.002, amends the previously issued Construction Permit No. 43026772.000. All other original permit conditions remain in effect.

9. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.



Authorized Signature

**PART II HEARINGS INVOLVING
DISPUTED ISSUES OF MATERIAL FACT**

28-106.201 Initiation of Proceedings.

(1) Unless otherwise provided by statute, initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 ½ by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

(4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.

(5) The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

Specific Authority 120.54(3), (5) F.S. Law Implemented 120.54(5), 120.569, 120.57 F.S. History-New 4-1-97, Amended 9-17-98.

**PART III PROCEEDINGS AND HEARINGS
NOT INVOLVING DISPUTED ISSUES OF
MATERIAL FACT**

28-106.301 Initiation of Proceedings

(1) Initiation of a proceeding shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document which requests a proceeding. Each petition shall be legible and on 8 ½ by 11 inch white paper or on a form provided by the agency. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(e) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(f) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) If the petition does not set forth disputed issues of material fact, the agency shall refer the matter to the presiding officer designated by the agency with a request that the matter be scheduled for a proceeding not involving disputed issues of material fact. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

(4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this Rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.

(5) The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

Specific Authority 120.54(5) F.S. Law Implemented 120.54(5), 120.569, 120.57 F.S. History-New 4-1-97, Amended 9-17-98.

EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
 - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
 - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.

15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.
17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

**ERP General Conditions
Individual (Construction, Conceptual, Mitigation Banks), General,
Incidental Site Activities, Minor Systems**



STATEMENT OF COMPLETION AND REQUEST FOR TRANSFER TO OPERATION ENTITY

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

2379 BROAD STREET, BROOKSVILLE, FL 34604-6899 (352) 796-7211 OR FLORIDA WATS 1 (800) 423-1476

Within 30 days after completion of construction of the surface water management system, the owner or authorized agent must submit the original plus one copy of this form and two complete sets of certified as-built drawings for the surface water management system structures and appurtenances. Upon receipt, this Statement of Completion will be reviewed and the system may be inspected for compliance with the approved permit and as-built drawings. The operation phase of this permit is effective when the Statement of Completion form is signed by an authorized District representative.

1. SURFACE WATER MANAGEMENT SYSTEM INFORMATION:

Permit No.: _____ County: _____
Project Name: _____ Permittee: _____
Address: _____
City, State, Zip: _____ Telephone: () _____

2. I HEREBY CERTIFY THAT (please choose accurately and check only one box):

- A. At the time of final inspection, the surface water management system was completed substantially in accordance with the permitted construction plans and information. Any minor deviations from the permitting plans and specifications will not prevent the system from functioning in compliance with the requirements of Chapters 40D-4 and 40D-40, Florida Administrative Code (F.A.C.). (The as-built drawings and information submitted to the District shall confirm this certification.)
B. At the time of final inspection, the system was NOT completed in substantial conformance with the permitted construction plans and information. (The registered professional engineer shall describe the deviation(s) in writing, and provide confirming depiction on the as-built drawings and information.)

This certification shall be verified by TWO COPIES of attached "as-built" drawings (as-built drawings must be signed, dated and sealed by a Florida Registered Professional Engineer or Professional Land Surveyor and Mapper, as required by State Law).

By: _____ Signature of Engineer of Record Name (please type) Fla. P.E. Reg. No.

AFFIX SEAL

Company Name

Date: _____ mm/dd/yyyy Company Address

Phone: () _____ City, State, Zip

AS-BUILT DRAWINGS AND INFORMATION CHECKLIST

Following is a list of information that is to be verified and submitted by the Engineer of Record in support of the Statement of Completion.

1. On behalf of the permittee, the Engineer shall certify that:

a. At the time of final inspection, the surface water management system was completed substantially in accordance with the permitted construction plans and information. Any minor deviations from the permitting plans and specifications will not prevent the system from functioning in compliance with the requirements of Chapters 40D-4 and 40D-40, F.A.C. (The as-built drawings and information submitted to the District shall confirm this certification.); or

b. At the time of final inspection, the system was NOT completed in substantial conformance with the permitted construction plans and information. (The registered professional engineer shall describe the deviation(s) in writing, and provide confirming depiction on the as-built drawings and information.)

2. The Engineer's certification shall be based upon on-site observation of construction (scheduled and conducted by the professional engineer of record or by a project representative under direct supervision) and review of as-built drawings, with field measurements and verification as needed, for the purpose of determining if the work was completed in accordance with original permitted construction plans, information and specifications.

3. The as-built drawings are to be based on the District permitted construction drawings revised to reflect any changes made during construction. Both the original design and constructed condition must be clearly shown. The plans need to be clearly labeled as "as-built" or "record" drawings. As required by law, all surveyed dimensions and elevations required shall be verified and signed, dated and sealed by a Florida registered professional surveyor and mapper or professional engineer. The following information, at a minimum, shall be verified on the as-built drawings, and supplemental documents if needed:

a. Discharge structures - Locations, dimensions and elevations of all, including weirs, orifices, gates, pumps, pipes, and oil and grease skimmers;

b. Side bank and underdrain filters, or exfiltration trenches - locations, dimensions and elevations of all, including clean-outs, pipes, connections to control structures and points of discharge to receiving waters;

c. Storage areas for treatment and attenuation - dimensions, elevations, contours or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems;

d. System grading - dimensions, elevations, contours, final grades or cross-sections to determine contributing drainage areas, flow directions and conveyance of runoff to the system discharge point(s);

e. Conveyance - dimensions, elevations, contours, final grades or cross-sections of systems utilized to divert off-site runoff around or through the new system;

f. Water levels - existing water elevation(s) and the date determined;

g. Benchmark(s) - location and description (minimum of one per major water control structure); and

h. Wetland mitigation or restoration areas - Show the plan view of all areas, depicting a spatial distribution of plantings conducted by zone (if plantings are required by permit), with a list showing all species planted in each zone, numbers of each species, sizes, date(s) planted and identification of source of material; also provide the dimensions, elevations, contours and representative cross-sections depicting the construction.

4. Submit the final subdivision plat or other legal documents, as recorded in the county public records, showing dedicated rights-of-way, easement locations and special use areas that are reserved for water management purposes and continuing operation and maintenance.

5. Additional information will be shown on the as-built drawings or otherwise provided as needed to verify and support the Statement of Completion (example: home owners association final documents, and other items required by permitting conditions.)



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)
SUNCOM 572-6200

Lecanto Service Office
Suite 226
3600 West Sovereign Path
Lecanto, Florida 34461-8070
(352) 527-8131

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

NOTICING PACKET PUBLICATION INFORMATION

PLEASE SEE THE REVERSE SIDE OF THIS NOTICE FOR A LIST OF FREQUENTLY ASKED QUESTIONS (FAQ)

- Judith C. Whitehead**
Chair, Hernando
- Neil Combee**
Vice Chair, Polk
- Todd Pressman**
Secretary, Pinellas
- Jennifer E. Closshey**
Treasurer, Hillsborough
- Thomas G. Dabney**
Sarasota
- Patricia M. Glass**
Manatee
- Albert G. Joerger**
Sarasota
- Heidi B. McCree**
Hillsborough
- Ronald E. Oakley**
Pasco
- Sallie Parks**
Pinellas
- Maritza Rovira-Folino**
Hillsborough
- H. Paul Senft, Jr.**
Polk
- Patsy C. Symons**
DeSoto

- David L. Moore**
Executive Director
- William S. Bilenky**
General Counsel

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1.) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2.) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county or counties where the proposed activities are to occur. Publication of notice informs "third parties" of their right to challenge the District's action. If proper notice is provided by publication, "third parties" have a 21-day time limit in which to file a petition opposing the District's action. A shorter 14-day time limit applies to District action regarding Environmental Resource Permits linked with an authorization to use Sovereign Submerged Lands. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken or intends to take final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frames stated above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication and guidelines for publishing are included in this packet.

Guidelines for Publishing a Notice of Agency Action

1. Prepare a notice for publication in the newspaper. The District's Notice of Agency Action, included with this packet, contains all of the information that is required for proper noticing. However, you are responsible for ensuring that the form and the content of your notice comply with the applicable statutory provisions.
2. Your notice must be published in accordance with Chapter 50, Florida Statutes. A copy of the statute is enclosed.
3. Select a newspaper that is appropriate considering the location of the activities proposed in your application, and contact the newspaper for further information regarding their procedures for publishing.
4. You only need to publish the notice for one day.
5. Obtain an "affidavit of publication" from the newspaper after your notice is published.
6. Immediately upon receipt send the **ORIGINAL** affidavit to the District at the address below, for the file of record. **Retain a copy of the affidavit for your records.**

Southwest Florida Water Management District
Records and Data Supervisor
2379 Broad Street
Brooksville, Florida 34604-6899

Note: If you are advertising a notice of the District's proposed action, and the District's final action is different, publication of an additional notice may be necessary to prevent future legal challenges. If you need additional assistance, please contact us at ext. 4360, at the Brooksville number listed above. (Your question may be on the FAQ list).

**NOTICE OF FINAL AGENCY ACTION BY
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

Notice is given that the District's Final Agency Action is approval of the _____
(Permit Type)

on _____ acres to serve _____ known as _____
(# of Acres) (Type of Project) (Project Name)

The project is located in _____ County, Section(s) _____
(County Name) (Section)

Township _____ South, Range _____ East. The permit applicant
(Township) (Range)

is _____ whose address is _____
(Name) (Address)

The permit No. is _____
(Permit #)

The file(s) pertaining to the project referred to above is available for inspection Monday through Friday except for legal holidays, 8:00 a.m. to 5:00 p.m., at the Southwest Florida Water Management District (District) _____
(Address of District Office Issuing Permit)

NOTICE OF RIGHTS

Any person whose substantial interests are affected by the District's action regarding this permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or final action; (2) state all material facts disputed by each person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C.* A request for hearing must be filed with and received by the Agency Clerk of the District at the District's Brooksville address, 2379 Broad Street, Brooksville, FL 34604-6899 within 21 days of publication of this notice (or within 14 days for an Environmental Resource Permit with Proprietary Authorization for the use of Sovereign Submerged Lands). Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Sections 120.569 and 120.57, F.S.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice of final agency action. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's final action in this matter is not available prior to the filing of a request for hearing.

NAME OF NEWSPAPER
Published (Weekly or Daily)
(Town or City) (County) FLORIDA

STATE OF FLORIDA
COUNTY OF _____:

Before the undersigned authority personally appeared _____, who on oath says that he or she is _____ of the _____, a _____ newspaper published at _____ in _____ County, Florida; that the attached copy of advertisement, being a _____ in the matter of _____ in the _____ Court, was published in said newspaper in the issues of _____.

Affiant further says that the said _____ is a newspaper published at _____, in said _____ County, Florida, and that the said newspaper has heretofore been continuously published in said _____ County, Florida, each _____ and has been entered as _____ second-class mail matter at the post office in _____, in said _____ County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Sworn to and subscribed before me this _____ day of _____, 19____, by _____, who is personally known to me or who has produced (type of identification) as identification.

(Signature of Notary Public) _____

(Print, Type, or Stamp Commissioned Name of Notary Public) _____

(Notary Public) _____

History.-s. 2, ch. 19290, 1939; CGL 1940 Supp. 4668(2); s. 6, ch. 67-254; s. 1, ch. 93-62; s. 291, ch. 95-147.

¹Note.¥Redesignated as "Periodicals" by the United States Postal Service, see 61 F.R. 10123-10124, March 12, 1996.

Note.-Former s. 49.05.

50.061 Amounts chargeable.¥

(1) The publisher of any newspaper publishing any and all official public notices or legal advertisements shall charge therefore the rates specified in this section without rebate, commission or refund.

(2) The charge for publishing each such official public notice or legal advertisement shall be 70 cents per square inch for the first insertion and 40 cents per square inch for each subsequent insertion, except that:

(a) In all counties having a population of more than 304,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 80 cents per square inch for the first insertion and 60 cents per square inch for each subsequent insertion.

(b) In all counties having a population of more than 450,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 95 cents per square inch for the first insertion and 75 cents per square inch for each subsequent insertion.

(3) Where the regular established minimum commercial rate per square inch of the newspaper publishing such official public notices or legal advertisements is in excess of the rate herein stipulated, said minimum commercial rate per square inch may be charged for all such legal advertisements or official public notices for each insertion, except that a governmental agency publishing an official public notice or legal advertisement may procure publication by soliciting and accepting written bids from newspapers published in the county, in which case the specified charges in this section do not apply.

(4) All official public notices and legal advertisements shall be charged and paid for on the basis of 6-point type on 6-point body, unless otherwise specified by statute.

(5) Any person violating a provision of this section, either by allowing or accepting any rebate, commission, or refund, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) Failure to charge the rates prescribed by this section shall in no way affect the validity of any official public notice or legal advertisement and shall not subject same to legal attack upon such grounds.

History.-s. 3, ch. 3022, 1877; RS 1298; GS 1729; RGS 2944; s. 1, ch. 12215, 1927; CGL 4668; ss. 1, 2, 2A, 2B, ch. 20264, 1941; s. 1, ch. 23663, 1947; s. 1, ch. 57-160; s. 1, ch. 63-50; s. 1, ch. 65-569; s. 6, ch. 67-254; s. 15, ch. 71-136; s. 35, ch. 73-332; s. 1, ch. 90-279.

Note.¥Former s. 49.06.

50.071 Publication costs; court docket fund.¥

(1) There is established in Broward, Dade, and Duval Counties a court docket fund for the purpose of paying the cost of the publication of the fact of the filing of any civil case in the circuit court in those counties by their counties by their style and of the calendar relating to such cases. A newspaper qualified under the terms of s. 50.011 shall be designated as the record newspaper for such publication by an order of a majority of the judges in the judicial circuit in which the subject county is located and such order shall be filed and recorded with the clerk of the circuit court for the subject county. The court docket fund shall be funded by a service charge of \$1 added to the filing fee for all civil actions, suits, or proceedings filed in the circuit court of the subject county. The clerk of the circuit court shall maintain such funds separate and apart, and the aforesaid fee shall not be diverted to any other fund or for any purpose other than that established herein. The clerk of the circuit court shall dispense the fund to the designated record newspaper in the county on a quarterly basis. The designated record newspaper may be changed at the end of any fiscal year of the county by a majority vote of the judges of the judicial circuit of the county so ordering 30 days prior to the end of the fiscal year, notice of which order shall be given to the previously designated record newspaper.

(2) The board of county commissioners or comparable or substituted authority of any county in which a court docket fund is not specifically established in subsection (1) may, by local ordinance, create such a court docket fund on the same terms and conditions as established in subsection (1).

(3) The publishers of any designated record newspapers receiving the court docket fund established in subsection (1) shall, without charge, accept legal advertisement for the purpose of service of process by publication under s. 49.011(4), (10), and (11) when such publication is required of persons authorized to proceed as insolvent and poverty-stricken persons under s. 57.081.

History.-s. 1, ch. 75-206.

ATTACHMENT "D"

**SUBSURFACE SOIL EXPLORATION,
ANALYSIS AND RECOMMENDATIONS
FOR
"BUFFALO ROAD REALIGNMENT,"
MANATEE COUNTY, FLORIDA**



Ardaman & Associates, Inc.

OFFICES

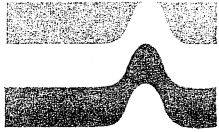
Orlando, 8008 S. Orange Avenue, Orlando, Florida 32809, Phone (407) 855-3960
Bartow, 1525 Centennial Drive, Bartow, Florida 33830, Phone (888) 533-0858
Cocoa, 1300 N. Cocoa Boulevard, Cocoa, Florida 32922, Phone (321) 632-2503
Fort Lauderdale, 3665 Park Central Boulevard North, Pompano Beach, Florida 33064, Phone (954) 969-8768
Fort Myers, 9970 Bavaria Road, Fort Myers, Florida 33913, Phone (239) 768-6600
Miami, 2608 W. 84th Street, Hialeah, Florida 33016, Phone (305) 825-2683
Port Charlotte, 740 Tamiami Trail, Unit 3, Port Charlotte, Florida 33954, Phone (941) 624-3393
Port St. Lucie, 460 NW Concourse Place Unit #1, Port St. Lucie, Florida 34986-2248, Phone (772) 878-0072
Sarasota, 78 Sarasota Center Blvd., Sarasota, Florida 34240, Phone (941) 922-3526
Tallahassee, 3175 West Tharpe Street, Tallahassee, Florida 32303, Phone (850) 576-6131
Tampa, 3325 Coconut Palm Drive, Suite 115, Tampa, Florida 33619, Phone (813) 620-3389
West Palm Beach, 2511 Westgate Avenue, Suite 10, West Palm Beach, Florida 33409, Phone (561) 887-8200

MEMBERS:
A.S.F.E.
American Concrete Institute
American Society for Testing and Materials
Florida Institute of Consulting Engineers

RECEIVED

AUG 20 2008

PUBLIC WORKS
INFRASTRUCTURE DIV.



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

(Revised August 13, 2008)
August 5, 2008
File No. 08-7409

TO: Manatee County Transportation Department
Engineering Division
1112 Manatee Avenue West
Bradenton FL 34205

Attention: Eliode Joseph, E.I.

SUBJECT: Subsurface Soil Exploration, Analysis and Recommendations for "Buffalo Road
Realignment," Manatee County, Florida

Dear Mr. Joseph:

As requested, our firm has performed a subsurface soil exploration program at the site referenced above. The subject project consists of a proposed realignment of Buffalo Road, near its intersection with Erie Road, in Manatee County, Florida. The purpose of this program was to provide an assessment of pavement subgrade soil conditions.

This report documents our findings and conclusions. It has been prepared for the exclusive use of Manatee County Transportation Department and their consultants for specific application to the subject project, in accordance with generally-accepted geotechnical engineering practices. No other warranty, expressed or implied, is made.

SCOPE

The scope of our services to-date has included the following items:

1. Conducting three (3) hand auger borings to determine the nature and condition of the subsurface soils.

2. Reviewing each soil sample obtained in our field testing program by a geotechnical engineer in the laboratory for further investigation, classification and assignment of laboratory tests, if required.
3. Performing laboratory tests on selected samples.
4. Analyzing the existing soil conditions with respect to the proposed construction.
5. Preparing this report to document the results of our field testing program, engineering analyses and recommendations.

Our scope of work was also to include subsurface soil borings and permeability testing within a proposed stormwater pond location and along the southern portion of the proposed realignment route, where it traverses an existing residential property. Access is not currently available to this property, however. This report, therefore, provides only the results of our explorations to-date.

SITE LOCATION

The subject site is located within Section 28, Township 33 South, Range 18 East, in Manatee County, Florida. The subject section of roadway is to the north of Erie Road, as shown on the attached Figure 1.

FIELD EXPLORATION PROGRAM

Our field exploration program consisted of conducting three (3) hand auger borings at the locations shown on the attached Figure 1. These borings were performed to determine the nature and condition of the subsurface soils to a maximum depth of 6.0 feet below the existing ground surface. Test boring depths, location and number were determined by Manatee County Transportation Department. Test borings were located in the field utilizing available landmarks and a 100-foot tape. Test boring locations should be considered accurate only to the degree implied by the

method used. Should more accurate locations be required, a registered land surveyor should be retained. The equipment and procedures used in the borings are described in Appendix I of this report.

GENERAL SUBSURFACE CONDITIONS

The general subsurface conditions encountered during the field exploration program are shown on the soil boring logs, included in Appendix I of this report. Soil stratification is based on examination of recovered soil samples and interpretation of field boring logs. The stratification lines represent the approximate boundaries between the soil types, while the actual transitions may be gradual.

On the dates of our field exploration program, the water table was encountered at a depth of 1.9 to 3.3 feet below the ground surface. The water table is anticipated to fluctuate due to seasonal rainfall variations and other factors.

LABORATORY TESTING PROGRAM

Representative soil samples obtained during our field sampling operation were packaged and transferred to our office and, thereafter, examined by a geotechnical engineer to obtain more accurate descriptions of the existing soil strata. Laboratory testing was performed on selected samples as deemed necessary to aid in soil classification and to further define the engineering properties of the soils. The laboratory tests included determining the fines (silt and clay) content of selected samples by sieve analysis. The test results are presented on the soil boring logs (in Appendix I) at the depths from which the samples were recovered.



A Limerock Bearing Ratio (LBR) test was also performed on a sample of the near surface soils obtained at Boring HA-3. The results of this test is shown on Plate 1 of Appendix II.

The soil descriptions shown on the soil boring logs are based on the laboratory test results and a visual classification procedure in general accordance with the Unified Soil Classification System (ASTM D-2487 or D-2488).

ANALYSIS AND RECOMMENDATIONS

Our scope of work included preparing pavement subgrade recommendations and estimating the seasonal high water table at each boring location. These will be addressed separately, as follows.

Pavement Subgrade

We understand that a flexible (asphaltic concrete) pavement is proposed. Both the Unified Soil Classifications and the AASHTO Soil Classifications are listed on the soil boring logs in Appendix I, in order to provide a better assessment of their suitability as a pavement subgrade.

The soils within the upper 6.0 feet of the soil profile have an AASHTO classification of A-3 or A-2-4, which are generally considered to have an "excellent to good" subgrade rating. While A-2-4 soils are generally considered a "good" subgrade soil, their higher silt content may make them more difficult to compact.

As a minimum, the soils will require stabilization and compaction in order to provide a consistently suitable subgrade for typical flexible pavement designs. We recommend FDOT "Type B" stabilization per FDOT "Standard Specifications for Road and Bridge Construction", Section 160.

Seasonal High Water Table

The seasonal high water table was estimated at each of the three (3) hand auger boring locations, based upon our review of the NRCS Soil Survey and our field explorations. We also reviewed recent rainfall data for the area, as recorded at the Bradenton, Florida weather monitoring station located near Manatee High School (Station KFLBRADE23).

The United States Department of Agriculture, Natural Resources Conservation Service (NRCS) "Soil Survey of Manatee County, Florida," indicates the predominant surficial soil types along the proposed road alignment to be EauGallie fine sand and Felda fine sand, with a smaller area of Bradenton fine sand, limestone substratum, near the northern end. The NRCS indicates the seasonal high water table for these soil types to typically be in the range of 0.0 to 1.0 foot below the natural ground surface.

The surficial soil conditions appear to be altered somewhat from their natural state, likely during construction of the adjacent subdivision to the northeast and the existing stormwater lake to the southwest of the boring locations. The upper one foot or so of the soils are likely either disturbed natural soils or fill materials, although this is not clearly discernable from the soil borings. Some of the mottling noted on the logs, particularly within the upper few feet at Boring HA-3, may actually indicate a disturbed or mixed fill, rather than natural soil mottles.

The weekly rainfall data and water table level readings are shown in tabular and graphical form on Plate 2 of Appendix II. A review of this data indicates significantly fluctuating rainfall during the period of June 1 to present, with average rainfall near the normal monthly average during the month of June, but significantly below average during the month of July. Based upon this data, we



expect the seasonal high water table to be somewhat higher than the water table levels measured on July 31, 2008. The depths of the existing water table and estimated seasonal high water table (below the existing ground surface at the respective boring location) are summarized in the following table.

Boring No.	Existing Water Table		Seasonal High Water Table Depth (feet)
	Depth (feet)	Date	
HA-1	N.D.	07/15/08	1.6
	1.9	07/31/08	
	3.1	08/12/08	
HA-2	N.D.	07/15/08	1.8
	2.5	07/29/08	
	2.1	07/31/08	
	2.8	08/12/08	
HA-3	2.8	07/15/08	2.1
	3.3	08/12/08	

N.D. - not detected

GENERAL COMMENTS

The analysis and recommendations submitted in this report are based upon the data obtained from three (3) test borings performed at the locations indicated on the attached Figure 1. This report does not reflect any variations which may occur between the borings. While the borings are representative of the subsurface conditions at their respective locations and within their respective vertical reaches, local variations characteristic of the subsurface materials of the region are anticipated and may be encountered. The nature and extent of variations may not become evident




until during the course of a ground improvement program, if such a program is undertaken. If variations then appear evident, it will be necessary to reevaluate the recommendations of this report, after performing on-site observations during the construction period and noting the characteristics of any variations. The boring logs and related information are based upon the driller's logs and visual examination of selected samples in the laboratory. The delineation between soil types shown on the logs is approximate, and the description represents our interpretation of the subsurface conditions at the designated boring location on the particular date drilled.


The water table depths shown on the boring logs represent the groundwater surfaces encountered on the dates shown. Fluctuation of the water table should be anticipated throughout the year.

It has been a pleasure to be of assistance to you with this project. Please contact us when we may be of further service to you, or should you have any questions concerning this report.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.


8/13/08
Jerry H. Kuehn, P.E.
Senior Project Engineer
Fl. Lic. No. 35557


Gary H. Schmidt, P.E.
Senior Vice President
FL. Lic. No. 12305

JHK/GHS:nh

APPENDIX I

**SOIL BORING, SAMPLING & TEST METHODS
and
SOIL BORING LOGS**

SOIL BORING, SAMPLING AND TESTING METHODS

Hand Auger Borings

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5 to 9 feet) depth or when access is not available to power drilling equipment. A 3-inch diameter, hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved to the surface at approximately 6-inch intervals and its contents emptied for inspection. The soil sample so obtained is classified and representative samples put in bags or jars and transported to the laboratory for further classification and testing.

Soil Probe Sampler

The soil probe sampler is used when a more accurate definition of the shallow soil stratification/coloration is desired. A 1-inch diameter, spoon-type probe is pressed or driven into the soil by hand. The probe is retrieved to the surface at approximately 12-inch to 24-inch intervals (depending on the spoon length and soil conditions) and its contents inspected and classified. This method avoids most of the soil disturbance that occurs with auger or hand auger sampling. The total sampling depth is typically limited to 2 to 3 feet below the ground surface, depending upon soil and water table conditions.

Laboratory Test Methods

Soil samples returned to our laboratory are examined by a geotechnical engineer or geotechnician to obtain more accurate descriptions of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to further define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as described in this report. The soil descriptions shown on the logs are based upon a visual-manual classification procedure in general accordance with the Unified Soil Classification System (ASTM D-2488-84) and standard practice. Following is a list of abbreviations which may be used on the boring logs or elsewhere in this report.

- 200 - Fines Content (percent passing the No. 200 sieve); ASTM D-1140
- DD - Dry Density of Undisturbed Sample; ASTM D-2937
- Gs - Specific Gravity of Soil; ASTM D-854
- k - Hydraulic Conductivity (Coefficient of Permeability)
- LL - Liquid Limit; ASTM D-423
- OC - Organic Content; ASTM D-2974
- pH - pH of Soil; ASTM D-2976
- PI - Plasticity Index (LL-PL); ASTM D-424
- PL - Plastic Limit; ASTM D-424
- Qp - Unconfined Compressive Strength by Pocket Penetrometer;
- Qu - Unconfined Compressive Strength; ASTM D-2166 (soil), D-2938 (rock)
- SL - Shrinkage Limit; ASTM D-427
- USCS - Unified Soil Classification System; ASTM D-2487, D-2488
- w - Water (Moisture) Content; ASTM D-2216

BORING LOCATION: see Figure 1

CLIENT: Manatee County Transportation Dept.

DATE DRILLED: 7/15/08 START:

FINISH:

PROJECT: Buffalo Road Realignment

GROUND SURFACE ELEVATION:

LOCATION: Buffalo Road at Erie Road,
Manatee County, Florida

WATER TABLE DEPTH: ND TIME:

DATE: 7/15/08

DRILL CREW: MO

LOGGED BY: MO

DRILL MAKE & MODEL: _____ BIT: 3.5" dia. bucket auger DRILLING RODS: _____

DRILLING METHOD: soil spoon top 2', then hand auger WEATHER CONDITIONS: _____

DEPTH, FT.	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	AASHTO Class.	SOIL DESCRIPTION	WATER CONTENT (%)	PERCENT FINES	ORGANIC CONTENT (%)	LIQUID LIMIT	PLAST. INDEX
0		1		SP-SM	A-2-4	dark grayish brown fine sand with silt					
				SP-SM	A-2-4	dark gray to black fine sand with silt					
		2									
1		3		SM	A-2-4	very dark brown silty fine sand		13			
		4		SM	A-2-4	dark brown silty fine sand					
2		5		SM	A-2-4	dark gray silty fine sand					
		6		SP-SM	A-3	(dark yellowish brown mottles) gray fine sand with silt					
3		7		SP-SM	A-3	pale brown fine sand with silt (trace shell)					
		8		SP-SM	A-3	pale brown fine sand with silt & shell					
4		9		SP	A-3	pale brown sandy shell					
		10		SP-SM	A-3	pale brown fine sand with silt & shell					
5											
6						end of boring					
7											

BORING LOCATION: see Figure 1

CLIENT: Manatee County Transportation Dept.

DATE DRILLED: 7/15/08 START:

FINISH:

PROJECT: Buffalo Road Realignment

GROUND SURFACE ELEVATION:

LOCATION: Buffalo Road at Erie Road,
Manatee County, Florida










WATER TABLE DEPTH: ND TIME:

DATE: 7/15/08

DRILL CREW: MO

LOGGED BY: MO

DRILL MAKE & MODEL: _____ BIT: 3.5" dia. bucket auger DRILLING RODS: _____
 DRILLING METHOD: soil spoon top 2', then hand auger WEATHER CONDITIONS: _____

DEPTH, FT.	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	AASHTO Class.	SOIL DESCRIPTION	WATER CONTENT (%)	PERCENT FINES	ORGANIC CONTENT (%)	LIQUID LIMIT	PLAST. INDEX
0		1		SP-SM	A-2-4	dark brown fine sand with silt		3.4			
		2		SP	A-3	brown fine sand					
		3		SP	A-3	pale brown fine sand					
1		4		SM	A-2-4	very dark gray to black silty fine sand					
		5		SM	A-2-4	dark brownish gray silty fine sand					
2		6		SP-SM	A-2-4	dark gray fine sand with silt (dark yellowish brown mottles)					
		7		SP	A-3	pale brown fine sand (dark yellowish brown mottles)					
4		8		SP	A-3	pale grayish brown fine sand with silt & shell (dark yellowish brown mottles)					
5		9		SP-SM	A-3	pale grayish brown fine sand with silt (trace dark yellowish brown mottles)					
6						end of boring					
7											

BORING LOCATION: see Figure 1

CLIENT: Manatee County Transportation Dept.

DATE DRILLED: 7/15/08 START:

FINISH:

PROJECT: Buffalo Road Realignment

GROUND SURFACE ELEVATION:

LOCATION: Buffalo Road at Erie Road,
Manatee County, Florida

WATER TABLE DEPTH: 2.8 TIME:

DATE: 7/15/08

DRILL CREW: MO

LOGGED BY: MO

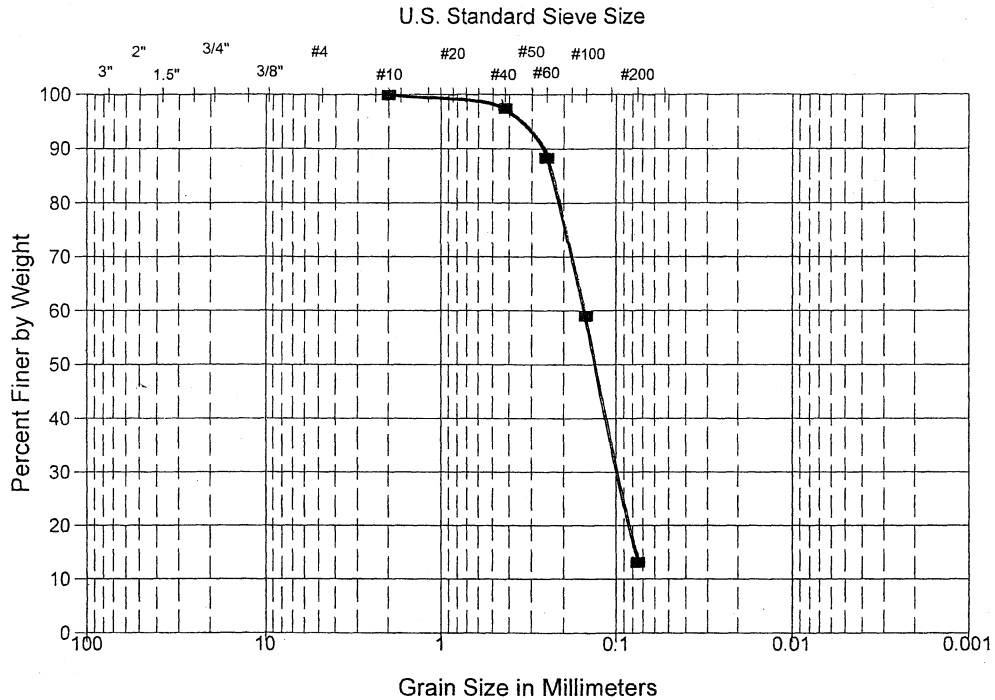
DRILL MAKE & MODEL: _____ BIT: 3.5" dia. bucket auger DRILLING RODS: _____
DRILLING METHOD: soil spoon top 2', then hand auger WEATHER CONDITIONS: _____

DEPTH, FT.	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	AASHTO Class.	SOIL DESCRIPTION	WATER CONTENT (%)	PERCENT FINES	ORGANIC CONTENT (%)	LIQUID LIMIT	PLAST. INDEX
0		1		SP-SM	A-2-4	very dark gray to black fine sand with silt					
		2		SM	A-2-4	very dark brown silty fine sand (cemented)					
		3		SM	A-2-4	dark brownish gray silty fine sand (dark yellowish brown mottles)					
1		4		SP-SM	A-3	grayish brown fine sand with silt (dark yellowish brown mottles)					
		5		SP-SM	A-3	pale brown fine sand with silt (trace dark yellowish brown mottles)					
2		6		SP-SM	A-3	pale grayish brown fine sand with silt		9.5			
3		7		SP-SM	A-3	dark grayish brown fine sand with silt					
4		8		SP-SM	A-3	dark grayish brown fine sand with silt					
5		9		SM	A-2-4	dark grayish brown silty fine sand					
6						end of boring					
7											

APPENDIX II

PLATES

GRAIN SIZE DISTRIBUTION CURVE



GRAVEL		SAND			SILT OR CLAY
Coarse	Fine	Coarse	Medium	Fine	

SIEVE ANALYSIS:

Sieve Size	Percent Passing
1-1/2 in.	
1 in.	
3/4 in.	
1/2 in.	
3/8 in.	
No. 4	
No. 10	100.0
No. 40	97.5
No. 60	88.4
No. 100	59.1
No. 200	13.2

SAMPLE DATA:

Boring No.:	HA-3
Sample No.:	LBR-1
Sample Depth (feet):	0.25 - 0.75
Sample Depth (feet):	14-Jul-08
Unified Soil Classification:	SM
Soil Description:	dark gray & brown (mixed) silty fine sand

LIMEROCK BEARING RATIO TEST RESULTS

LBR Value =	64
Max. Dry Density (pcf) =	115.1
Opt. Moisture Content (%) =	13.3

Ardaman & Associates, Inc.
Geotechnical, Environmental and
Materials Consultants

Buffalo Road Realignment,
Manatee County, Florida

DRAWN BY: JK	CHECKED BY:	DATE: 7/28/08
FILE NO. 08-7409	APPROVED BY:	PLATE: 1

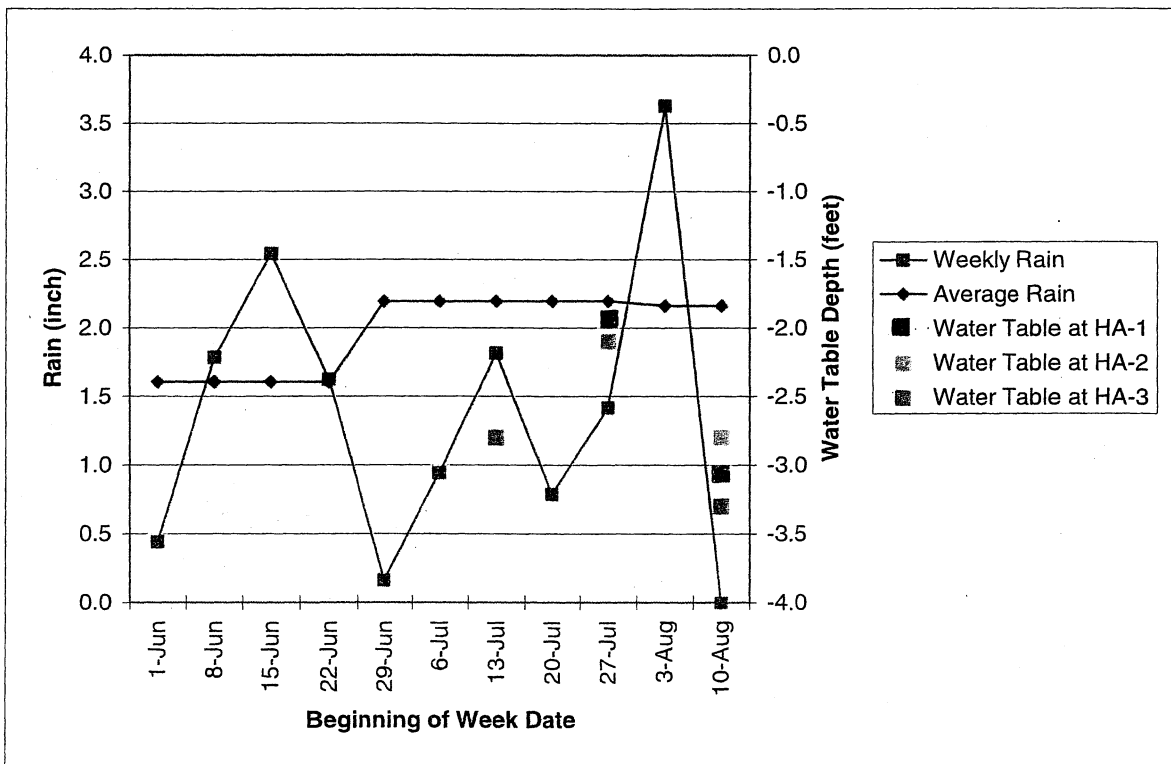
Water Table Readings and Area Rainfall

Week <u>Beginning</u>	*	**	<u>Water Table Depth (feet)</u>		
	Weekly Rain (inch)	Average Rain (inch)	<u>HA-1</u>	<u>HA-2</u>	<u>HA-3</u>
06/01/08	0.45	1.61			
06/08/08	1.79	1.61			
06/15/08	2.55	1.61			
06/22/08	1.63	1.61			
06/29/08	0.17	2.20			
07/06/08	0.95	2.20			
07/13/08	1.82	2.20			-2.8
07/20/08	0.79	2.20			
07/27/08	1.42	2.20	-1.9	-2.1	
08/03/08	3.63	2.16			
08/10/08	*** 0	2.16	-3.1	-2.8	-3.3

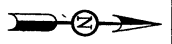
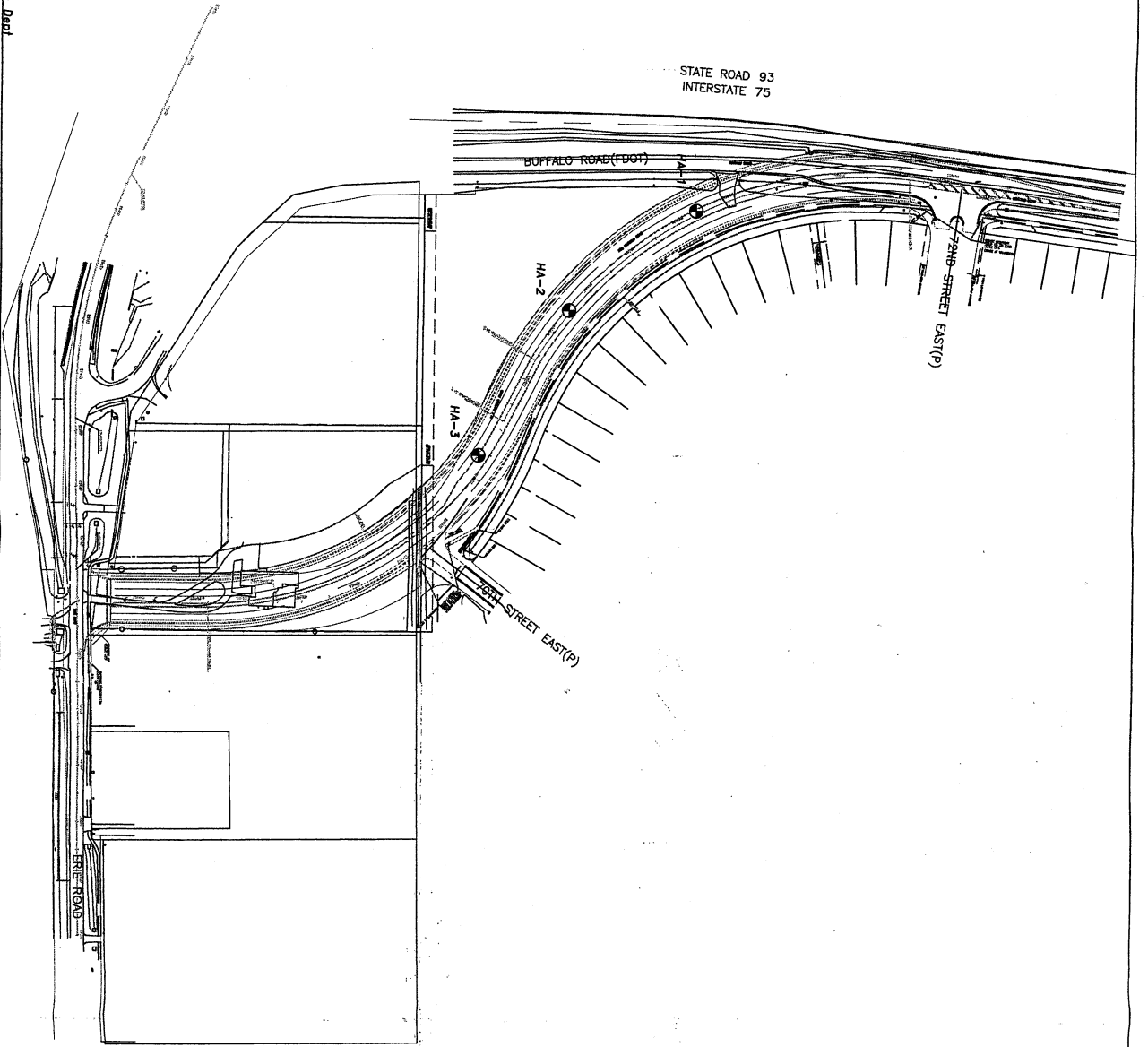
* at Bradenton, FL (station KFLBRADE23)

** monthly average distributed weekly

*** for 8/10/08 to 8/11/08




Base Drawing By: Manatee County Transportation Dept



SCALE: NTS

TEST BORING LOCATIONS

 Ardaman & Associates, Inc. Registered Professional Engineers and Mechanical Consultants	
Test Locations Buffalo Road Realignment Manatee County, Florida	
DRAWN BY: KSS FILE NO.: 08-7409	CHECKED BY: [Signature] DATE: 8/5/08 SCALE: AS SHOWN