



**INVITATION FOR BID
IFB # 16-0698DC
MASTER LIFT STATION N1B - DIMMINUTOR REPLACEMENT**

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

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure all prospective bidders have sufficient information and understanding of Owner's needs, an Information Conference will be held at: **10:00 AM on March 17, 2016** at the **Manatee County Administration Building, 1112 Manatee Avenue West, Purchasing Conference Room, Suite 803, Bradenton, Florida 34205. (See Article A.04 for scheduling mandatory site visit). Attendance is not mandatory, but is highly encouraged.**

DEADLINE FOR CLARIFICATION REQUESTS: **5:00 PM on March 22, 2015**

Reference Bid Article A.06

BID OPENING TIME AND DATE DUE: **3:00 PM on March 31, 2016**

FOR INFORMATION CONTACT:

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Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: DWW

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SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

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

A.02 SEALED & MARKED

Bids shall be submitted in **triplicate, one original (marked Original) and two copy/copies (marked Copy)** of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside **"Sealed Bid #16-0698DC MLS N1B Dimminutor Replacement"** along with your company name.

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

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid #16-0698DC MLS N1B Dimminutor Replacement

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

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

A.03 SECURING BID DOCUMENTS

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

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

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

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

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

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

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

Bidder shall fill all holes, clean up and restore the Project Site(s) to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the Work are identified in the IFB documents.

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

Inspection of the Project Site(s) is **scheduled by interested bidders by contacting Manatee County, Nick Wagner or Ralph Braun, at 941.792.8811, extension 5377 .** **Inspection of the site is a requirement** to be considered for award of this bid. Prior to submitting a bid, each bidder shall examine the Project Site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with Project Site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the Project Plans and Specifications. Bidder shall acknowledge inspection of the Project Site(s) on his/her signed, submitted Bid Form.

A.05 MODIFICATION OF BID DOCUMENTS

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

A.06 CLARIFICATION & ADDENDA

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

5:00 PM on March 22, 2016 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

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

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

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

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

A.07 LOBBYING

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

A.08 UNBALANCED BIDDING PROHIBITED

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

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

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

A.09 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

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

A.10 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

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

A.11 IRREVOCABLE OFFER

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

A.12 BID EXPENSES

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

A.13 RESERVED RIGHTS

Owner reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, Owner reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of Owner. Any sole response received by the first submission date may or may not be rejected by Owner depending on available competition and current needs of Owner. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

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

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

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

Also, Owner reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information Owner deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.14 APPLICABLE LAWS

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

A.15 COLLUSION

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

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

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

A.16 CODE OF ETHICS

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

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

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

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

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

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with Owner to execute and file with the Purchasing Official an

affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Owner. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.18 BID FORMS

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

A.19 AGREEMENT FORMS

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

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

A.20 LEGAL NAME

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

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

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

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

A.21 DISCOUNTS

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

A.22 TAXES

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

The Contractor shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

A.23 DESCRIPTIVE INFORMATION

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

A.24 AUTHORIZED PRODUCT REPRESENTATION

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

A.25 ROYALTIES AND PATENTS

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

A.26 AMERICANS WITH DISABILITIES ACT

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

A.27 EQUAL EMPLOYMENT OPPORTUNITY

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

A.28 MBE/DBE

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

A.29 MATHEMATICAL ERRORS

Bid Forms without mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.30 SUBCONTRACTORS

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful bidder to perform work pursuant

to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this IFB, the successful bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the County may request the successful bidder to submit an acceptable substitute without an increase in contract sum or contract time.

If successful bidder declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

A.31 DISCLOSURE

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

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

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

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

Pursuant to Section 119.0701, Florida Statutes, in any Agreement entered into by

Owner wherein the successful bidder is acting on behalf of Owner, successful bidder must:

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

A.32 LOCAL PREFERENCE

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

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

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

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

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

A.33 VENDOR REGISTRATION

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

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

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

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

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

A.34 ENVIRONMENTAL SUSTAINABILITY

All bidders are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the bid form. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

A.35 ePAYABLES

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

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for

vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

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

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

END OF SECTION A

SECTION B
SCOPE OF WORK

B.01 SCOPE OF WORK

The Work generally includes the replacement of the existing Dimminutor, stop gates and guide channels, and access hatch of the Master Station N1B Wet Well, located at 2887 69th Street East, Bradenton, in accordance with these bid documents.

B.02 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Two bids shall be considered, **Bid "A" based on 120 calendar days** and **Bid "B" based on 180 calendar days**. Owner has the sole authority to select the bid based on the completion time which is in the best interest of Owner. **Only one award shall be made.**

B.03 LIQUIDATED DAMAGES

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

B.04 CONTRACT CONTINGENCY WORK

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

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

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

END OF SECTION B

SECTION C

BID SUMMARY

C.01 MINIMUM QUALIFICATIONS OF BIDDERS

No person who is not certified or registered as a General Contractor or Underground Utility Contractor pursuant to Chapter 489, Florida Statutes, on the day the bid is submitted, and who has continuously held that certification or registration for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted, may be qualified to bid on this Work. In the event that a bidder is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in Section 489.119(2), Florida Statutes, then the bidder shall only be qualified to bid on this Work if: 1) the bidder (the business organization) is on the day the bid is submitted, and for at least three (3) consecutive years immediately prior to the day the bid is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the bidder, on the day the bid is submitted, has a certified or registered Qualifying Agent, as required by Section 489.119, Florida Statutes, and that Qualifying Agent has been the same Qualifying Agent of the bidder for a period of at least five (5) consecutive years immediately prior to the day the bid is submitted.

C.02 BASIS OF AWARD

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

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

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

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

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

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

END OF SECTION C

SECTION D

INSURANCE AND BONDING REQUIREMENTS

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

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

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

Reviewed by Risk 

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
 - 1. The "Certificate Holder" shall be:
**Manatee County
Board of County Commissioners
Bradenton, FL
IFB# 16-0698DC, MLS N1B Dimminutor
For any and all work performed on behalf of Manatee County.**
 - 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Deborah Carey-Reed, Contracts Specialist**

BONDING REQUIREMENTS

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

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

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

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

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

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

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

BIDDER'S INSURANCE STATEMENT

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

Bidder Name: _____ Date: _____

Bidder's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your bid.

BID FORM
(Submit in Triplicate)

For: IFB #16-0698DC
Master Lift Station (MLS) N1B Dimminutor Replacement

Total Offer (Bid "A"): _____
Based on a completion time of <u>120</u> calendar days
Total Offer (Bid "B"): _____
Based on a completion time of <u>180</u> calendar days

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

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

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

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

Bidder's Name: _____

Mailing Address: _____

Telephone: () _____ Fax: () _____

Email Address: _____

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

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

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

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

Environmental Sustainability – The Company submitting this bid has an environmental sustainability initiative currently in place. ☐ Yes ☐ No If yes, the bidder shall submit a summary of their environmental sustainability initiative along with their bid.

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

MAILING LABEL

**For: IFB #16-0698DC
MLS N1B DIMMINUTOR REPLACEMENT
(BID "A" – 120 COMPLETION DAYS)**

	DESCRIPTION	QTY		UNIT PRICE	EXTENDED PRICE
1	By-Pass Pumping, 24-hour Monitoring	1	LS		\$
2	Wetwell Cleaning (stairs, platform, channels)	1	LS		\$
3	Demolition	1	LS		\$
4	Concrete Repair	1	LS		\$
5	Stop Gate Assembly	4	EA	\$	\$
6	Spray Liner	180	SF	\$	\$
7	Access Hatch (aluminum, 316 SS hardware, gas tight)	1	EA	\$	\$
8	Dimminutor (DM-T15 Open Channel with drive and control)	1	EA	\$	\$
9	Mobilization	1	LS		\$
10	Miscellaneous Work & Clean Up	1	LS		\$
	TOTAL BASE BID (ITEMS 1 – 10)				\$
11	CONTINGENCY (10% OF ITEMS 1-10)	10% of above			\$
	TOTAL OFFER BID "A" (ITEMS 1 – 11)				\$

BIDDER: _____

Signature: _____

BID FORM*(Submit in triplicate)*

For: IFB #16-0698DC
MLS N1B DIMMINUTOR REPLACEMENT
(BID "B" – 180 COMPLETION DAYS)

	DESCRIPTION	QTY		UNIT PRICE	EXTENDED PRICE
1	By-Pass Pumping, 24-hour Monitoring	1	LS		\$
2	Wetwell Cleaning (stairs, platform, channels)	1	LS		\$
3	Demolition	1	LS		\$
4	Concrete Repair	1	LS		\$
5	Stop Gate Assembly	4	EA	\$	\$
6	Spray Liner	180	SF	\$	\$
7	Access Hatch (aluminum, 316 SS hardware, gas tight)	1	EA	\$	\$
8	Dimminutor (DM-T15 Open Channel with drive and control)	1	EA	\$	\$
9	Mobilization	1	LS		\$
10	Miscellaneous Work & Clean Up	1	LS		\$
	TOTAL BASE BID (ITEMS 1 – 10)				\$
11	CONTINGENCY (10% OF ITEMS 1-10)	10% of above			\$
	TOTAL OFFER BID "B" (ITEMS 1 – 11)				\$

BIDDER: _____

Signature: _____

MAILING LABEL

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

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

BIDDER NAME: _____

Bid No.:

Bid Title:

DUE DATE/TIME:

ATTACHMENT A
BIDDER'S QUESTIONNAIRE
(Submit in Triplicate)

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

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

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

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

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

For how many years? _____

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

Is this firm in bankruptcy? _____

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

BIDDER: _____

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

8. Have you ever been assessed liquidated damages under a contract during the past three (3) years? If so, state when, where (contact name, address and phone number) and why.

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

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

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

BIDDER: _____

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

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

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

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

Surety's Name: _____

Address: _____

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

Agent's Name: _____

Address: _____

Phone: _____

Email: _____

BIDDER: _____

ATTACHMENT B
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE

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

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

[Print individual's name and title]

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

whose business address is _____

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

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

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

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

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

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

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

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

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

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

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

Notary Public Signature My commission expires _____

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

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

ATTACHMENT C
SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT

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

1. This Sworn Statement is submitted with **IFB NO. 16-0698DC MSL N1B Dimminutor Replacement**
2. This Sworn Statement is submitted by _____ whose business address is _____ and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____,
Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

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

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

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

(AUTHORIZED SIGNATURE / TITLE)

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

(Impress official seal)

Notary Public, State of Florida: _____

My commission expires: _____



Angelina M. Colonnese

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

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

ATTACHMENT D: E PAYABLES APPLICATION

Company name_____

Contact person_____

Phone number_____

Email Address_____

FINANCE USE ONLY

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____

Name and phone number

IFAS _____

BANK _____

INITIALS _____

Return completed form to:

Via email to: lori.bryan@manateeclerk.com

Via fax to: (941) 741-4011

Via mail: PO Box 1000
Bradenton, FL 34206

Revised: September 30, 2015

“Pride in Service with a Vision to the Future”

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

CONTRACT DOCUMENTS

FOR

MASTER LIFT STATION R & R
N1B RTU 549
DIMMINUTOR REPLACEMENT

PROJECT # 404-6022288

November 2015

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
1022 26th Avenue East
Bradenton, Florida 34208
(941) 708-7450

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

SECTION 01005 GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE AND INTENT

A. Description

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

B. Work Included

The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, shop drawings, working drawings and other means of construction necessary or proper for performing and completing the work. He shall obtain and pay for all required permits necessary for the work, other than those permits such as the DEP permit and railroad permit which may have already been obtained. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the County, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all incidental costs. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

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

The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment.

C. Public Utility Installations and Structures

Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto.

The Contractor shall protect all installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the County. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which are shown on the Plans or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as approved by the County. No separate payment shall be made for such protection or repairs to public utility installations or structures.

Public utility installations or structures owned or controlled by the County or other governmental body, which are required by this contract to be removed, relocated, replaced or rebuilt by the Contractor not identified in any separate bid item shall be considered as a

part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made.

Where public utility installations or structures owned or controlled by the County or other governmental body are encountered during the course of the work, and are not indicated on the Plans or in the Specifications, and when, in the opinion of the County, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the County, for the contractor to accomplish. If such work is accomplished by the utility having jurisdiction, it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be in accordance with the General and Supplemental General Conditions.

The Contractor shall give written notice to County and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the "Sunshine State One-Call of Florida, Inc. Call Center ("Call Sunshine") and per all requirements provided for in the Florida Underground Facilities Damage Prevention and Safety Act (Florida Statutes, Title XXXIII, Chapter 556).

The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the County.

1.02 PLANS AND SPECIFICATIONS

A. Plans

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

B. Copies Furnished to Contractor

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

C. Supplementary Drawings

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

D. Contractor to Check Plans and Data

The Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the County, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the

Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the County, should such errors or omissions be discovered. All schedules are given for the convenience of the County and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

E. Specifications

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

F. Intent

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

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

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

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer

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

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

B. Delivery

The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories

The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

Spare parts shall be furnished as specified.

Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rating data.

D. Installation of Equipment.

The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans, unless directed otherwise by the County during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.

The Contractor shall furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the County and made of ample size and strength for the purpose intended. Substantial templates and working drawings for installation shall be furnished.

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

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

E. Service of Manufacturer's Engineer

The Contract prices for equipment shall include the cost of furnishing (as required by equipment specifications sections) a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test and place in operation the equipment in conformity with the Contract Documents. After the equipment is placed in permanent operation by the County, such engineer or superintendent shall make all adjustments and tests required by the County to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the County in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General

Inspection and testing of materials will be performed by the County unless otherwise specified.

For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Three (3) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the County as a prerequisite for the acceptance of any material or equipment.

If, in the making of any test of any material or equipment, it is ascertained by the County that the material or equipment does not comply with the Contract, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the County.

Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the County formally takes over the operation thereof.

B. Costs

All inspection and testing of materials furnished under this Contract will be performed by the County or duly authorized inspection engineers or inspections bureaus without cost to the Contractor, unless otherwise expressly specified.

The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor and such costs shall be deemed to be included in the Contract price.

Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the County for compliance. The Contractor shall reimburse the County for the expenditures incurred in making such tests on materials and equipment which are rejected for non-compliance.

C. Inspections of Materials

The Contractor shall give notice in writing to the County, at least two weeks in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the County will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or he will notify the

Contractor that inspection will be waived. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture

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

E. Shop Tests of Operating Equipment

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

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

F. Preliminary Field Tests

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

G. Final Field Tests

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

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

H. Failure of Tests

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

work, and materials and equipment, may reject the materials and equipment and may order the Contractor to remove them from the site at his own expense.

In case the County rejects any materials and equipment, then the Contractor shall replace the rejected materials and equipment within a reasonable time. If he fails to do so, the County may, after the expiration of a period of thirty (30) calendar days after giving him notice in writing, proceed to replace such rejected materials and equipment, and the cost thereof shall be deducted from any compensation due or which may become due the Contractor under his Contract.

I. Final Inspection

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

1.05 TEMPORARY STRUCTURES

A. Temporary Fences

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

1.06 TEMPORARY SERVICES

A. First Aid

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

1.07 LINES AND GRADES

A. Grade

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

B. Safeguarding Marks

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

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

C. Datum Plane

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

1.08 ADJACENT STRUCTURES AND LANDSCAPING

A. Responsibility

The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Plans, and the removal, relocation and reconstruction of such items called for on the Plans or specified shall be included in the various Contract Items and no separate payments will be made therefore. Where such public and private property, structures of any kind and appurtenances thereto are not shown on the Plans and when, in the opinion of the County, additional work is deemed necessary to avoid interference with the work, payment therefore will be made as provided for in the General Conditions.

Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.

Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the County. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the County.

Prior to the beginning of any excavations, the Contractor shall advise the County of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees

1. All trees and shrubs shall be adequately protected by the Contractor with boxes and otherwise and in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season and at the sole expense of the Contractor.

2. Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.
3. The County may order the Contractor, for the convenience of the County, to remove trees along the line or trench excavation. If so ordered, the County will obtain any permits required for removal of trees. Such tree removal ordered shall be paid for under the appropriate Contract Items.

C. Lawn Areas

Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod.

D. Restoration of Fences

Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the County. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or items, or if no specific Item is provided therefore, as part of the overhead cost of the work, and no additional payment will be made therefore.

1.09 PROTECTION OF WORK AND PUBLIC

A. Barriers and Lights

During the prosecution of the work, the Contractor shall put up and maintain at all times such barriers and lights as will effectually prevent accidents. The Contractor shall provide suitable barricades, red lights, "danger" or "caution" or "street closed" signs and watchmen at all places where the work causes obstructions to the normal traffic or constitutes in any way a hazard to the public, in accordance with state and local requirements.

B. Smoke Prevention

A strict compliance with ordinances regulating the production and emission of smoke will be required. No open fires will be permitted.

C. Noise

The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all engines or other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

D. Access to Public Services

Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.

E. Dust prevention

The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

1.10 CUTTING AND PATCHING

The Contractor shall do all cutting, fitting or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the County and in accordance with the Plans and Specifications. The work must be done by competent workmen skilled in the trade required by the restoration.

1.11 CLEANING

A. During Construction

During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the County, such material, debris, or rubbish constitutes a nuisance or is objectionable. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

B. Final Cleaning

At the conclusion of the work, all equipment, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

1.12 MISCELLANEOUS

A. Protection Against Siltation and Bank Erosion

1. The Contractor shall arrange his operations to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage ditches.
2. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the County which results from his construction operations.

B. Protection of Wetland Areas

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

C. Existing Facilities

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

D. Use of Chemicals

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01010 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. The work included in this contract consists of the replacement of the existing Dimminutor, stop gates & guide channels, and access hatch of the master station wet well. Major tasks are removal and replacement of the existing Dimminutor, stop gates/guide channels, access hatch, and the associated required removal and replacement of deteriorated concrete and surface protection liner in the channels/walls to properly complete the work. This project will include by-pass pumping and work in a confined space.
- B. The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications and as shown on the Contract Drawings.
- C. The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the County.
- D. The Contractor shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

1.02 CONTRACTS

Construct all the Work under a single contract.

1.03 WORK SEQUENCE

- A. All work done under this Contract shall be done with a minimum of inconvenience to the users of the system or facility. The Contractor shall coordinate his work with private property owners such that existing utility services are maintained to all users to the maximum extent possible.
- B. The Contractor shall, if necessary and feasible, construct the work in stages to accommodate the County's use of the premises during the construction period; coordinate the construction schedule and operations with the County's Representative.
- C. The Contractor shall, where feasible, construct the Work in stages to provide for public convenience and not close off public use of any facility until completion of construction to provide alternative usage.

1.04 CONSTRUCTION AREAS

- A. The Contractor shall: Limit his use of the construction areas for work and for storage, to allow for:
 - 1. Work by other Contractors.
 - 2. County's Use.
 - 3. Public Use.
- B. Coordinate use of work site under direction of County's Representative.

- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- D. Move any stored products under the Contractor's control, which interfere with operations of the County or separate contractor.
- E. Obtain and pay for the use of additional storage of work areas needed for Contractor operations.

1.05 COUNTY OCCUPANCY

- A. It is assumed that portions of the Work will be completed prior to completion of the entire Work. Upon completion of construction of each individual facility, including testing, if the County, at its sole discretion, desires to accept the individual facility, the Contractor will be issued a dated certificate of completion and acceptance for each individual facility. The County will assume ownership and begin operation of the individual facility on that date and the three-year guaranty period shall commence on that date. The County has the option of not accepting the entire work as a whole until it is completed, tested and approved by the County.

1.06 PARTIAL COUNTY OCCUPANCY

The Contractor shall schedule his operations for completion of portions of the Work, as designated, for the County's occupancy prior to substantial completion of the entire work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01015 CONTROL OF WORK

PART 1 GENERAL

1.01 WORK PROGRESS

The Contractor shall furnish personnel and equipment which will be efficient, appropriate and adequately sized to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Contract. If at any time such personnel appears to the County to be inefficient, inappropriate, or insufficient for securing the quality of work required for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character, or increase the personnel and equipment and the Contractor shall conform to such order. Failure of the County to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.02 PRIVATE LAND

The Contractor shall not enter or occupy private land outside of easements, except by permission of the affected property owner.

1.03 WORK LOCATIONS

Work shall be located substantially as indicated on the drawings, but the County reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the County may require special construction procedures such as limiting the length of open trench, prohibiting stacking excavated material in the street and requiring that the trench shall not remain open overnight.
- B. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be barricaded and well lighted at all times when construction is not in progress.

1.05 DISTRIBUTION SYSTEMS AND SERVICES

- A. The Contractor shall avoid interruptions to water, telephone, cable TV, sewer, gas, or other related utility services. He shall notify the County and the appropriate agency well in advance of any requirement for dewatering, isolating, or relocating a section of a utility, so that necessary arrangements may be made.
- B. If it appears that utility service will be interrupted for an extended period, the County may order the Contractor to provide temporary service lines at the Contractor's expense.

Inconvenience of the users shall be kept to the minimum, consistent with existing conditions. The safety and integrity of the systems are of prime importance in scheduling work.

1.06 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures and utilities, public or private, including poles, signs, services to building utilities, gas pipes, water pipes, hydrants, sewers, drains and electric and telephone cables and other similar facilities, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by the Contractor at his expense.
- B. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines and sewers). Services to buildings shall be maintained and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the work under the Contract and all costs in connection therewith shall be included in the unit prices established in the Bid.
- D. If, in the opinion of the County, permanent relocation of a utility owned by the County is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work as classified in the General Conditions. If relocation of a privately owned utility is required, the County will notify the utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and utility and shall have no claim for delay due to such relocation. The Contractor shall notify public utility companies in writing at least 48 hours (excluding Saturdays, Sundays and legal holidays) before excavating near their utilities.

1.07 TEST PITS

Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor immediately after the utility location and the surface shall be restored in a manner equal or better than the original condition. No separate payment will be made.

1.08 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition equal or better to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the County.
- B. All sidewalks which are disturbed by the Contractor's operations shall be restored to their original or better condition by the use of similar or comparable materials. All curbing shall be restored in a condition equal to the original construction and in accordance with the best modern practice.

- C. Along the location of this work, all fences, walks, bushes, trees, shrubbery and other physical features shall be protected and restored in a thoroughly workmanlike manner unless otherwise shown on the drawings. Fences and other features removed by the Contractor shall be replaced in the location indicated by the County as soon as conditions permit. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be regraded and sodded to equal or exceed original conditions.
- D. Trees close to the work which drawings do not specify to be removed, shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are liable to damage because of his operations, but in no case shall any tree be cut or removed without prior notification to the County. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting and painting according to approved methods, using only approved tools and materials.
- E. The protection, removal and replacement of existing physical features along the line of work shall be a part of the work under the Contract and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the items in the Bid.

1.09 MAINTENANCE OF TRAFFIC

- A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, Contractor shall, at his own expense, provide normal traffic flow during extended construction stoppage. Extended stoppage will be defined by the County.
- B. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other safety measures which are satisfactory to the County.
- C. Any changes to the traffic pattern require a Traffic Control Plan as detailed in section 01570 of this specification..

1.10 WATER FOR CONSTRUCTION PURPOSES

- A. In locations where public water supply is available, the Contractor may purchase water for all construction purposes.
- B. The Contractor shall be responsible for paying for all water tap fees incurred for the purpose of obtaining a potable water service or temporary use meter.

1.11 MAINTENANCE OF FLOW

The Contractor shall at his own cost, provide for the flow of sewers, drains and water courses interrupted during the progress of the work and shall immediately cart away and remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the County well in advance of the interruption of any flow.

1.12 CLEANUP

During the course of the work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residue resulting from the

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

1.13 COOPERATION WITHIN THIS CONTRACT

- A. All firms or person authorized to perform any work under this Contract shall cooperate with the General Contractor and his subcontractors or trades and shall assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or directed by the County.

1.14 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the Contractor at his own expense.
- B. All structures shall be protected in a manner approved by the County. Should any of the floors or other parts of the structures become heaved, cracked, or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the Contractor, at his own expense and to the satisfaction of the County. If, in the final inspection of the work, any defects, faults, or omissions are found, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the warranty period described in the Contract.
- C. Further, the Contractor shall take all necessary precautions to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the County.

1.15 CONSTRUCTION WITHIN RIGHT-OF-WAY

Where pipe lines are installed within FDOT right-of-way, all excavation backfill and compaction for the purpose of reconstructing roadways and/or adjacent slopes contiguous thereto shall be in accordance with FDOT or Manatee County Standards and Specifications, whichever is applicable. Contractor shall satisfy the authorized representative of the FDOT with respect to proper safety procedures, construction methods, required permitting, etc., within the FDOT right-of-way.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01030 SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 HURRICANE PREPAREDNESS PLAN

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

1.02 SALVAGE

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

1.03 CONSTRUCTION CONDITIONS

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

1.04 PUBLIC NUISANCE

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

1.05 WARRANTIES

- A. All material supplied under these Specifications shall be warranted by the Contractor and the manufacturers for a period of three (3) years except the spray liner which shall be for 5 years. Warranty period shall commence on the date of County acceptance.

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DEMOLITION

- A. Contractor shall remove and dispose of all existing lining material in the entire wet well area: walls, ceilings, floors, channels, etc.
- B. Upon removal of the old liner, the exposed concrete shall be cleaned such that all corroded, soft, rotten or otherwise deteriorated material is removed.
- C. With the County inspector present, a determination will be made of the extent and square footage of area to be patched.

END OF SECTION

SECTION 01045 CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

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

3.02 PREPARATION

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

3.03 PERFORMANCE

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

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

END OF SECTION

SECTION 01090 REFERENCE STANDARDS

PART 1 GENERAL

1.01 REQUIREMENTS

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

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

1.03 ABBREVIATIONS, NAMES AND ADDRESSES OR ORGANIZATIONS

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

ACI	American Concrete Institute Box 19150 Reford Station Detroit, MI 48219
AISC	American Institute of Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16th Street NW Washington, DC 20036
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
AWS	American Welding Society 2501 N.W. 7th Street Miami, FL 33125

CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street, Suite 2110 Chicago, IL 60601
FDEP	Florida Department of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, Florida 32399
FDOT	Florida Department of Transportation Standards Specifications for Road and Bridge Construction Maps & Publication Sales - Mail Station 12 605 Suwannee St. Tallahassee, FL 32399-0450
MCPW UTIL STD	Manatee County Utility Engineering 4410-B 66th St. W. Bradenton, FL 34210
NAAMM	National Association of Architectural Metal Manufacturers 221 North LaSalle Street Chicago, IL 60601
NEMA	National Electrical Manufacturer's Assoc. 2101 L Street N.W. Washington, DC 20037
OHSА	Occupational Safety and Health Assoc. 5807 Breckenridge Pkwy., Suite A Tampa, FL 33610-4249
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 20076
SWFWMD	Southwest Florida Water Management District 2379 Broad Street Brooksville, FL 34604-6899
UL	Underwriter's Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01150 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

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

1.02 ESTIMATED QUANTITIES

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

1.03 WORK OUTSIDE AUTHORIZED LIMITS

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

1.04 MEASUREMENT STANDARDS

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

1.05 AREA MEASUREMENTS

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

1.06 LUMP SUM ITEMS

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

1.07 UNIT PRICE ITEM

Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the

work shall be considered to be included in the scope of the appropriate listed work items.

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

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

BID ITEM 1 - BYPASS PUMPING & 24-HR MONITORING

Payment for all work included in this Bid Item shall be made at the applicable Contract lump sum bid price listed in the Bid Form for furnishing and installing the necessary by-pass pumping including, but not limited to, pumps, pipe, temporary lines, vacuum trucks, specialized equipment and other items implied, but not shown on the Contract Drawings and listed on the Bid Form. Payment will be lump sum and will represent full compensation for this Bid Item. Payment shall also include full payment for 24 hour live monitoring for the duration of by-pass pumping and appurtenances, including, but not limited to, barricades, fasteners, needed anchors, or other methods or restraint needed to secure the equipment and piping. Noise abatement procedures shall also be used and included in this pay item.

BID ITEM 2 -WET WELL CLEANING

Payment for all work under this Bid Item shall be made at the applicable Contract lump sum bid for pressure washing the stairs, platforms, grates, and channels of the wet well and hauling out & disposing of the trash, muck and debris as a result of draining and cleaning the wet well prior to demolition work. Payment will be lump sum and will represent full compensation for this Bid Item. Refer to Section 13350A.

BID ITEM 3 - DEMOLITION

Payment for all work included in this Bid Item shall be made at the Contract lumps sum bid for removal and disposal of the existing Dimminutor and accessories, stop gates/guide channels, and any deteriorated concrete, existing liner in the general vicinity of the proposed work as indicated in the Contract Documents.

This Bid Item shall include the removal and disposal of the existing Dimminutor and accessories, deteriorated concrete, existing liner, and stop gates or Dimminutor guide channel structure, and all other required material from the channel walls, channel floors, etc, removal and disposal of the soft or rotten concrete by pressure washing and / or mechanical means, to bring the surface to a solid concrete foundation for the concrete repair and/or new liner (as required by the liner's manufacture recommendation and agreed upon by the County).

BID ITEM 4 - CONCRETE REPAIR

Payment for all work under this Bid Item shall be made at the Contract lump sum bid for repair and patching of the concrete foundation from the demolish of exiting items for the installation of a new comminutor and framing, new stop gates and guide channels. Concrete surface to be returned to original lines and dimensions and adequately sound and smooth enough to meet the liner application standards. Included are exposed rebar coating, hydraulic cement patching, grouting around the new flow gate or comminutor guide channels/support structure or any other structure or support or guides that need to be in place prior to the spray liner application. The actual number of square feet of area to be repaired shall be agreed upon with the County Inspector prior to commencement of any work.

BID ITEM 5 - STOP GATE ASSEMBLY

Payment for all work under this Bid Item shall be made at the applicable unit price bid for each furnished and installed aluminum stop gate, 316 S.S. gate guide channels / structure, and all other items, materials, equipment and labor to complete this item, ready for approval and acceptance by the County.

BID ITEM 6 - SPRAY LINER

Payment for all work included in this Bid Item shall be made at the Contract unit price bid per square foot for a spray liner system furnished and installed as shown on the Contract Drawings and listed on the Bid Form. This bid item shall be a spray applied epoxy or urethane liner system to the interior surfaces of the wet well, channel chamber, access area, etc. This bid item shall also include surface preparation and all other items, materials and incidentals necessary to complete this bid item, all in accordance with these Specifications and Manufacturer's recommendations, ready for approval and acceptance by the County. The actual number of square feet of area to be coated shall be agreed upon with the County Inspector prior to commencement of any work.

BID ITEM 7 - ACCESS HATCH

Payment for all work under this Bid Item shall be made at the unit price bid to furnish and install each new gas tight aluminum access hatch and 316 stainless steel mounting hardware, frame, etc. Hatch shall be inset to maintain the full existing opening dimensions with hinges and handle recessed as much as possible to reduce tripping hazards. This item shall include all metal work, concrete work, surface restoration, materials, fixtures, anchors, supports, etc. required to complete the assembly, ready for approval and acceptance by the County.

BID ITEM 8 - COMMUNUTOR

Payment for all work included in this Bid Item will be made at the applicable Contract unit price bid for furnishing and installing a fully functional Dimminutor Open Channel and control panel assembly as shown on the Contract Drawings and listed on the Bid Form. Payment will be made for complete & final installation including core drilling, concrete patching, wiring, conduits & panel

and will represent full compensation for all labor, material, testing and equipment required to complete this Bid Item, ready for approval and acceptance by the County.

BID ITEM 9 - MOBILIZATION

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

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

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

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

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

BID ITEM 10 - MISCELLANEOUS WORK AND CLEANUP

Payment for all work included under this Bid Item shall be made at the Contract lump sum price bid listed in the Bid Form for any other miscellaneous work not specifically included for payment under other Bid Items obviously necessary to complete the Contract. Partial payments will be based on the breakdown of the Bid Item in accordance with the Schedule of Values submitted by the Contractor and approved by the County. Payment shall also include, but not limited to, full compensation for project photographs, as-builts record drawings, project signs, traffic control, rubbish and spoil removal, repair, replacement or relocation of all signs, walls, private irrigation systems and related items and any and all other items required to complete the project in accordance with Contract Documents.

BID ITEM 11 - CONTRACT CONTINGENCY

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01152 REQUESTS FOR PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Submit Applications for Payment to the Project Manager or as directed at the preconstruction meeting, in accordance with the schedule established by Conditions of the Contract and Agreement between County and Contractor.

1.02 FORMAT AND DATA REQUIRED

- A. Submit payment requests in the form provided by the County with itemized data typed in accordance with the Bid Form.
- B. Provide construction photographs in accordance with Contract Documents.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the County requires substantiating data, Contractor shall submit suitable information with a cover letter.
- B. Submit one copy of data and cover letter for each copy of application.

1.04 PREPARATION OF APPLICATION FOR FINAL PAYMENT

Fill in application form as specified for progress payments.

1.05 SUBMITTAL PROCEDURE

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01153 CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.01 DEFINITION

- A. Change Order: Document with change in contract scope, price or time that must be signed by the Contractor / Owner & Project Representative before it becomes effective.
- B. Administrative Change Adjustment: Minor change order under 10% of project cost or 20% time, does not have to be Board approved.
- C. Field Order: Change to contract that does not require a change of price or time extension.

1.02 REQUIREMENTS INCLUDED

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

1.03 PRELIMINARY PROCEDURES

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

1.04 FIELD ORDER

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

1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal and for each unit price which has not previously been established, with sufficient substantiating data to allow the County to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations:
 - 1. Labor required.
 - 2. Equipment required.
 - 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 - 4. Taxes, insurance and bonds.
 - 5. Credit for work deleted from Contract, similarly documented.
 - 6. Overhead and profit.
 - 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal.
 - 1. Name of the County's authorized agent who ordered the work and date of the order.
 - 2. Date and time work was performed and by whom.
 - 3. Time record, summary of hours work and hourly rates paid.
 - 4. Receipts and invoices for:
 - a. Equipment used, listing dates and time of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.

1.06 PREPARATION OF CHANGE ORDERS

- A. Project Manager will prepare each Change Order.
- B. Change Order will describe changes in the Work, both additions and deletions, with attachments as necessary to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.07 LUMP SUM/FIXED PRICE CHANGE ORDER

- A. Project Manager initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by the Contractor, or requests from the County, or both.
- B. Once the form has been completed, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to County for approval. The County will distribute executed copies after approval by the Board of County Commissioners.

1.08 UNIT PRICE CHANGE ORDER

- A. Contents of Change Orders will be based on, either:
 - 1. County's definition of the scope of the required changes.
 - 2. Contractor's Proposal for a change, as approved by the County.
 - 3. Survey of completed work.
- B. The amounts of the unit prices to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between County and Contractor.

1.09 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION

- A. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- B. County will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- C. County will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- D. County and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Application for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time. Revise sub schedules to show changes for other items of work affected by the changes.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 PROJECT MEETINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The County shall schedule the pre-construction meeting, periodic progress meetings and special meetings, if required, throughout progress of work.
- B. Representatives of contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The Contractor shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules.

1.02 PRE-CONSTRUCTION MEETING

- A. Attendance:
 - 1. County's Engineer.
 - 2. County's Project Manager
 - 3. Contractor.
 - 4. Resident Project Representative.
 - 5. Others as appropriate.
- B. Suggested Agenda:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Projected Construction Schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - a. Designation of responsible personnel.
 - b. Emergency contact persons with phone numbers.
 - 4. Procedures and processing of:
 - a. Field decisions.
 - b. Submittals.
 - c. Change Orders.
 - d. Applications for Payment.
 - 5. Use of premises:
 - a. Office, work and storage areas.
 - b. County's REQUIREMENTS.
 - 6. Housekeeping procedures.
 - 7. Liquidated damages.
 - 8. Equal Opportunity Requirements.
 - 9. Laboratory testing.
 - 10. Project / Job meetings: Progress meeting, other special topics as needed.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01310 CONSTRUCTION SCHEDULE & PROJECT RESTRAINTS

PART 1 GENERAL

1.01 GENERAL

- A. Construction under this contract must be coordinated with the County and accomplished in a logical order to maintain utilization and flow through existing facilities and public properties and rights-of-way and to allow construction to be completed within the time allowed by Contract Documents and in the manner set forth in the Contract.

1.02 CONSTRUCTION SCHEDULING GENERAL PROVISIONS

- A. No work shall be done between 7:00 p.m. and 7:00 a.m. nor on weekends or legal holidays without written permission of the County. However, emergency work may be done without prior permission.
- B. Night work may be established by the Contractor as regular procedure with the written permission of the County. Such permission, however, may be revoked at any time by the County if the Contractor fails to maintain adequate equipment and supervision for the proper execution and control of the work at night.
- C. Due to potential health hazards and requirements of the State of Florida and the U.S. Environmental Protection Agency, existing facilities must be maintained in operation.
- D. The Contractor shall be fully responsible for providing all temporary piping, plumbing, electrical hook-ups, lighting, temporary structure, or other materials, equipment and systems required to maintain the existing facility's operations. All details of temporary piping and temporary construction are not necessarily shown on the Drawings or covered in the Specifications. However, this does not relieve the Contractor of the responsibility to insure that construction will not interrupt proper facility operations.
- E. The Contractor shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the Contractor shall have direct project control and complete authority to act on behalf of the Contractor in fulfilling the commitments of the Contractor's schedule.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. The Contractor shall submit a critical path schedule as described herein.
- B. The planning, scheduling, management and execution of the work is the sole responsibility of the Contractor. The progress schedule requirement is established to allow County to review Contractor's planning, scheduling, management and execution of the work; to assist County in evaluating work progress and make progress payments and to allow other contractors to cooperate and coordinate their activities with those of the Contractor.

2.02 FORM OF SCHEDULES

- A. Prepare schedules using the latest version of Microsoft Project, or other County approved software, in the form of a horizontal bar chart diagram. The diagram shall be time-scaled and sequenced by work areas. Horizontal time scale shall identify the first work day of each week.
- B. Activities shall be at least as detailed as the Schedule of Values. Activity durations shall be in whole working days. In addition, man-days shall be shown for each activity or tabulated in an accompanying report.
- C. Diagrams shall be neat and legible and submitted on sheets at least 8-1/2 inches by 11 inches suitable for reproduction. Scale and spacing shall allow space for notations and future revisions.

2.03 CONTENT OF SCHEDULES

- A. Each monthly schedule shall be based on data as of the last day of the current pay period.
- B. Description for each activity shall be brief, but convey the scope of work described.
- C. Activities shall identify all items of work that must be accomplished to achieve substantial completion, such as items pertaining to Contractor's installation and testing activities; items pertaining to the approval of regulatory agencies; contractor's time required for submittals, fabrication and deliveries; the time required by County to review all submittals as set forth in the Contract Documents; items of work required of County to support pre-operational, startup and final testing; time required for the relocation of utilities. Activities shall also identify interface milestones with the work of other contractors performing work under separate contracts with County.
- D. Schedules shall show the complete sequence of construction by activities. Dates for beginning and completion of each activity shall be indicated as well as projected percentage of completion for each activity as of the first day of each month.
- E. Submittal schedule for shop drawing review, product data, and samples shall show the date of Contractor submittal and the date approved submittals will be required by the County, consistent with the time frames established in the Specifications.
- F. For Contract change orders granting time extensions, the impact on the Contract date(s) shall equal the calendar-day total time extension specified for the applicable work in the Contract change orders.
- G. For actual delays, add activities prior to each delayed activity on the appropriate critical path(s). Data on the added activities of this type shall portray all steps leading to the delay and shall further include the following: separate activity identification, activity description indicating cause of the delay, activity duration consistent with whichever set of dates below applies, the actual start and finish dates of the delay or, if the delay is not finished, the actual start date and estimated completion date.
- H. For potential delays, add an activity prior to each potentially delayed activity on the appropriate critical path(s). Data for added activities of this type shall include alternatives available to mitigate the delay including acceleration alternatives and further show the following: separate activity identification, activity description indicating cause of the

potential delay and activity duration equal to zero work days.

2.04 SUPPORTING NARRATIVE

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

2.05 SUBMITTALS

- A. Contractor shall submit estimated and preliminary progress schedules (as identified in the Terms and Conditions of the Contract and the General Conditions), monthly status reports, a start-up schedule and an as-built schedule report all as specified herein.
- B. All schedules, including estimated and preliminary schedules, shall be in conformance with the Contract Documents.
- C. The finalized progress schedule discussed in the Contract Documents shall be the first monthly status report and as such shall be in conformance with all applicable specifications contained herein.

- D. Monthly Status Report submittals shall include a time-scaled (days after notice to proceed) diagram showing all contract activities and supporting narrative. The initial detailed schedule shall use the notice to proceed as the start date. The finalized schedule, if concurred with by County, shall be the work plan to be used by the contractor for planning, scheduling, managing and executing the work.
- E. The schedule diagram shall be formatted as above. The diagram shall include (1) all detailed activities included in the preliminary and estimated schedule submittals, (2) calendar days prior to substantial completion, (3) summary activities for the remaining days. The critical path activities shall be identified, including critical paths for interim dates, if possible.
- F. The Contractor shall submit progress schedules with each application for payment.

2.06 MONTHLY STATUS REPORTS

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

2.07 STARTUP SCHEDULE

- A. At least 60 calendar days prior to the date of substantial completion, Contractor shall submit a time-scaled (days after notice to proceed) diagram detailing the work to take place in the period between 60 days prior to substantial completion, together with a supporting narrative. County shall have 10 calendar days after receipt of the submittal to respond. Upon receipt of County's comments, Contractor shall make the necessary revisions and submit the revised schedule within 10 calendar days. The resubmittal, if concurred with by County, shall be the Work Plan to be used by Contractor for planning, managing, scheduling and executing the remaining work leading to substantial completion.
- B. The time-scaled diagram shall use the latest schedule of legal status for those activities completed ahead of the last 60 calendar days prior to substantial completion and detailed activities for the remaining 60-day period within the time frames outlined in the latest schedule of legal status.
- C. Contractor will be required to continue the requirement for monthly reports, as outlined above. In preparing this report, Contractor must assure that the schedule is consistent with the progress noted in the startup schedule.

2.08 REVISIONS

- A. All revised Schedule Submittals shall be made in the same form and detail as the initial submittal and shall be accompanied by an explanation of the reasons for such revisions, all of which shall be subject to review and concurrence by County. The revision shall incorporate all previously made changes to reflect current as-built conditions. Minor changes to the approved submittal may be approved at monthly meetings; a minor change is not considered a revision in the context of this paragraph.
- B. A revised schedule submittal shall be submitted for review when required by County.

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01340 SHOP DRAWINGS, PROJECT DATA AND SAMPLES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the County for review and approval: shop drawings, test reports and data on materials and equipment (hereinafter in this section called data) as are required for the proper control of work, including, but not limited to those shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings. Submittals shall include:

1. Spray liner system
2. Comminutor, controls, etc.
3. Fiberglass deck grates, stair treads, and structure (as required)
4. Light fixtures
5. Channel gates and guides
6. Bypass pumping plan
7. Bar screen
8. Repair method for gravity pipe

- B. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the County. This log should include the following items:

1. Submittal description and number assigned.
2. Date to County.
3. Date returned to Contractor (from County).
4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
5. Date of Resubmittal and Return (as applicable).
6. Date material released (for fabrication).
7. Projected date of fabrication.
8. Projected date of delivery to site.
9. Projected date and required lead time so that product installation does not delay contact.
10. Status of O&M manuals submitted.

1.03 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the County for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the County without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the contract Documents.

- B. Determine and verify:

1. Field measurements.
2. Field construction criteria.
3. Catalog numbers and similar data.
4. Conformance with Specifications and indicate all variances from the Specifications.

- C. The Contractor shall furnish the County a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the County, with No Exceptions Taken or Approved As Noted.
- E. The Contractor shall submit to the County all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the County receives them.
- F. All material & product submittals, other than samples, may be transmitted electronically as a pdf file. All returns to the contractor will be as a pdf file only unless specifically requested otherwise.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by County of the necessary Shop Drawings.

1.04 COUNTY'S REVIEW OF SHOP DRAWINGS AND WORKING DRAWINGS

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

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

1.05 SHOP DRAWINGS

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

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01370 SCHEDULE OF VALUES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the County a Schedule of Values allocated to the various portions of the work, within 10 days after date of Notice to Proceed.
- B. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.
- C. The Schedule of Values shall be used only as the basis for the Contractor's Applications for Payment.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Schedule of Values will be considered for approval by County upon Contractor's request. Identify schedule with:
 - 1. Title of Project and location.
 - 2. Project number.
 - 3. Name and address of Contractor.
 - 4. Contract designation.
 - 5. Date of submission.
- B. Schedule of Values shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Follow the table of contents for the Contract Document as the format for listing component items for structures:
 - 1. Identify each line item with the number and title of the respective major section of the specification.
 - 2. For each line item, list sub values of major products or operations under item.
- D. Follow the bid sheets included in this Contract Documents as the format for listing component items for pipe lines.
- E. The sum of all values listed in the schedule shall equal the total Contract sum.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01380 CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall employ a competent photographer to take construction record photographs or perform video recording including furnishing all labor, materials, equipment and incidentals necessary to obtain photographs and/or video recordings of all construction areas.
- B. Construction progress information shall consist of photographs and digital photographs on a recordable compact disc (CD-R).

1.02 PROJECT PHOTOGRAPHS

- A. Provide one print of each photograph with each pay application.
- B. Provide one recordable compact disc with digital photographs with each pay application.
- C. All project photographs shall be a single weight, color image. All finishes shall be smooth surface and glossy and all prints shall be 8 inches x 10 inches.
- D. Each print shall have clearly marked on the back, the name of the project, the orientation of view, the date and time of exposure, name and address of the photographer and the photographers numbered identification of exposure.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01570 TRAFFIC REGULATION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 TRAFFIC CONTROL

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

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the work.

1.02 SUBSTANTIAL COMPLETION

- A. The Contractor shall submit the following items when the Contractor considers the work to be substantially complete:
 - 1. A written notice that the work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the County shall make an inspection to determine the status of completion.
- C. Project record documents and operations and maintenance manuals must be submitted before the project shall be considered substantially complete.
- D. If the County determines that the work is not substantially complete:
 - 1. The County shall notify the Contractor in writing, stating the reasons.
 - 2. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the County.
 - 3. The County shall reinspect the work.
- E. When the County finds that the work is substantially complete:
 - 1. The Engineer shall prepare and deliver to the County a tentative Certificate of Substantial Completion (Manatee County Project Management Form PMD-8) with a tentative list of the items to be completed or corrected before final payment.
 - 2. The Engineer shall consider any objections made by the County as provided in Conditions of the Contract. When the Engineer considers the work substantially complete, he will execute and deliver to the County a definite Certificate of Substantial Completion (Manatee County Project Management Form PMD-8) with a revised tentative list of items to be completed or corrected.

1.03 FINAL INSPECTION

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

- B. The County shall make an inspection to verify the status of completion after receipt of such certification.
- C. If the County determines that the work is incomplete or defective:
 - 1. The County shall promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to County that the work is complete.
 - 3. The County shall reinspect the work.
- D. Upon finding the work to be acceptable under the Contract Documents, the County shall request the Contractor to make closeout submittals.
- E. For each additional inspection beyond a total of three (3) inspections for substantial and final completion due to the incompleteness of the work, the Contractor shall reimburse the County's fees.

1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO COUNTY

- A. Project Record Documents (prior to substantial completion).
- B. Operation and maintenance manuals (prior to substantial completion).
- C. Warranties and Bonds.
- D. Evidence of Payment and Release of Liens: In accordance with requirements of General and Supplementary Conditions.
- E. Certification letter from Florida Department of Transportation and Manatee County Department of Transportation, as applicable.
- F. Certificate of Insurance for Products and Completed Operations.
- G. Final Reconciliation, Warranty Period Declaration, and Contractor's Affidavit (Manatee County Project Management Form PMD-9).

1.05 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the County.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Unit Prices
 - c. Penalties and Bonuses
 - d. Deductions for Liquidated Damages
 - e. Other Adjustments
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.

- C. Project Management shall prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.06 FINAL APPLICATION FOR PAYMENT

Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01710 CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Execute cleaning during progress of the work and at completion of the work, as required by the General Conditions.

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with all Federal, State and Local codes, ordinances, regulations and anti-pollution laws.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulation of waste materials, rubbish and wind-blown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- C. Prior to final completion or County occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire work is clean.

END OF SECTION

SECTION 01730 OPERATING AND MAINTENANCE DATA

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

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

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

1.02 FORM OF SUBMITTALS

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

- B. Format:

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

- C. Binders:

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

1.03 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three copies of complete manual in final form.
- B. Content for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.
 - a. Function, normal operating characteristics and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
2. Operating Procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
3. Maintenance Procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
4. Servicing and lubricating schedule.
 - a. List of lubricants required.
5. Manufacturer's printed operating and maintenance instructions.
6. Description of sequence of operation by control manufacturer.
7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. List of predicted parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
8. As installed control diagrams by controls manufacturer.
9. Each contractor's coordination drawings.
 - a. As installed color coded piping diagrams.
10. Charts of valve tag numbers, with location and function of each valve.
11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
12. Other data as required under pertinent sections of specifications.

C. Content, for each electric and electronic system, as appropriate:

1. Description of system and component parts.
 - a. Function, normal operating characteristics and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
2. Circuit directories of panelboards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
3. As-installed color coded wiring diagrams.
4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
6. Manufacturer's printed operating and maintenance instructions.
7. List of original manufacture's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.

8. Prepare and include additional data when the need for such data becomes apparent during instruction of County's personnel.

D. Prepare and include additional data when the need for such data becomes apparent during instruction on County's personnel.

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

1.04 SUBMITTAL SCHEDULE

A. Submit one copy of completed data in final form fifteen days prior to substantial completion.

1. Copy will be returned after substantial completion, with comments (if any).

B. Submit two copies of approved data in final form. Final acceptance will not be provided until the completed manual is received and approved.

1.05 INSTRUCTION OF COUNTY'S PERSONNEL

A. Prior to final inspection or acceptance, fully instruct County's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.

B. Operating and maintenance manual shall constitute the basis of instruction.

1. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01740 WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 SUBMITTAL REQUIREMENTS

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

1.03 FORM OF SUBMITTALS

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

1.04 TIME OF SUBMITTALS

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

1.05 SUBMITTALS REQUIRED

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 02064 MODIFICATIONS TO EXISTING STRUCTURES, PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

Furnish all labor, materials, equipment and incidentals required to modify, alter and/or convert existing structures as shown or specified and as required for the installation of piping, mechanical equipment and appurtenances. Existing piping and equipment shall be removed and dismantled as necessary for the performance of facility alterations in accordance with the requirements herein specified.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor shall cut, repair, reuse, excavate, demolish or otherwise remove parts of the existing structures or appurtenances, as indicated on the Contract Drawings, herein specified, or necessary to permit completion of the work under this Contract. The Contractor shall dispose of surplus materials resulting from the above work in an approved manner. The work shall include all necessary cutting and bending of reinforcing steel, structural steel, or miscellaneous metal work found embedded in the existing structures.
- B. The Contractor shall dismantle and remove all existing equipment, piping, and other appurtenances required for the completion of the work. Where called for or required, the contractor shall cut existing pipelines for the purpose of making connections thereto. Anchor bolts for equipment and structural steel removed shall be cut off one inch below the concrete surface. Surface shall be finished as specified in the Contract Documents.
- C. At the time that a new connection is made to an existing pipeline, additional new piping, extending to and including a new valve, shall be installed. Pipe anchorage, if required, is part of the installation shall also be installed as directed by the County.
- D. No existing structure, equipment, or appurtenance shall be shifted, cut, removed, or otherwise altered except with the express approval of and to the extent approved by the County.
- E. When removing materials or portions of existing utility pipelines and/or structures or when making openings in walls and partitions, the Contractor shall take all precautions and use all necessary barriers and other protective devices so as not to damage the structures beyond the limits necessary for the new work, and not to damage the structures or contents by falling or flying debris. Unless otherwise permitted, line drilling will be required in cutting existing concrete.
- F. Materials and equipment removed in the course of making alterations and additions shall remain the property of the County, except that items not salvageable, as determined by the County, shall become the property of the Contractor to be disposed of by him off the work site at his own place of disposal. Operating equipment shall be thoroughly cleaned, lubricated, and greased for protection during prolonged storage.

- G. All alterations to existing utility pipes and structures shall be done at such time and in such manner as to comply with the approved time schedule. So far as possible before any part of the work is started, all tools, equipment, and materials shall be assembled and made ready so that the work can be completed without delay.
- H. All workmanship and new materials involved in constructing the alterations shall conform to the General Specifications for the classes of work insofar as such specifications are applicable.
- I. All cutting of existing concrete or other material to provide suitable bonding to new work shall be done in a manner to meet the requirements of the respective section of these Specifications covering the new work. When not covered, the work shall be carried on in the manner and to the extent directed by the Resident Project Representative.
- J. Surfaces of seals visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.
- K. Non-shrink grout shall be used for setting wall castings, sleeves, leveling pump bases, doweling anchors into existing concrete and elsewhere as shown.
- L. Where necessary or required for the purpose of making connections, the Contractor shall cut existing pipelines in a manner to provide an approved joint. Where required, he shall use flanges, or provide Dresser Couplings, all as required.
- M. The Contractor shall provide flumes, hoses, piping and other related items to divert or provide suitable plugs, bulkheads, or other means to hold back the flow of water or other liquids, all as required in the performance of the work under this Contract.
- N. Care shall be taken not to damage any part of existing buildings or foundations or outside structures.

END OF SECTION

SECTION 02720 SANITARY SEWER BYPASS PUMPING

PART 1 GENERAL

1.01 SCOPE

The Contractor shall furnish all labor, materials, equipment and incidentals required to maintain existing and anticipated flows within the affected portion of the collection system throughout the construction period.

1.02 PUBLIC IMPACTS

The contractor shall not create a public nuisance due to excessive noise or dust, nor impact the public with flooding of adjacent lands, discharge of raw sewage, or release of other potential hazards, nor shall he encroach on or limit access to adjacent lands. No extra charge may be made for increased costs to the contractor due to any of the above.

1.03 SUBMITTALS

- A. The Contractor shall, within 30 days of the date of the Notice to Proceed, submit to the Project Manager a detailed Pumping Plan. The Pumping Plan shall address all measures and systems to prevent a sanitary sewer overflow (SSO) as defined by the EPA. The Plan shall include as a minimum:
1. Working drawings and sketches showing work location, pump location, piping layout & routing. Show all proposed encroachment and access impacts on adjacent properties or facilities.
 2. Pump, control, alarm and pipe specifications or catalog cuts. Detailed sketch of controls and alarm system.
 3. Power requirements and details on methods to provide by-pass power or fueling.
 4. Calculation and determination of response times to prevent an SSO after a high water alarm. An operator is required on site at all times pump is in service.
 5. Procedures to be taken in case of power, pump, or piping failures; including contact names and numbers for emergency notifications.
 6. Frequency and specific responsibility for monitoring pump operation, fuel levels, pump maintenance and entire length of piping.

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Pumps:
1. By-pass pumping system shall consist of at least a primary pump and a backup pump. Each pump shall have a minimum pumping capacity of 150% of the anticipated peak flows. If a lift station by-pass, 150% of the lift station capacity (G.P.M. & T.D.H) for the lift station being by-passed.
 2. Pumps shall be low noise or sound attenuated. The noise level at any operating condition, in any direction, shall not exceed 70dBA at a distance of twenty three (23) feet (7 meters) from the pump and/or power source.

- B. Controls: The by-pass pump system shall be equipped with automatic controls and an alarm system. The automatic controls will automatically start the backup pump in the event of a high water condition or failure of the primary pump. The alarm system will immediately notify the Contractor of a pump failure or high water condition.
- C. Pipe: Pipe shall be of adequate size and capacity to match the pumps. Pipe type and materials will depend on the particulars of the site conditions, and shall be detailed in the Pumping Plan. Contractor will provide all connections.

PART 3 EXECUTION

3.01 SITE CONDITIONS

Contractor is responsible to determine and address requirements such as traffic control, excavation, connections & fittings, impacts on access to adjacent properties, routing and support of by-pass piping, etc., in the Pumping Plan.

3.02 ON-SITE MONITORING

- A. All by-pass operations shall require an employee on-site at all times (full-time on-site monitoring attended by personnel experienced with the pumps and controls, with demonstrated ability to monitor, turn on & off, and switch between pumps while the by-pass pump system is in service.
- B. During by-pass operations, the Contractor shall have posted on site with the permit, a copy of the approved Plan and the name and 24 hour contact number of the primary response person, the job site superintendent, and the construction company owner.

3.03 OPERATIONS

- A. The Contractor is responsible for securing and providing power, fuel, site security, traffic control and all other supplies, materials and permits required for the by-pass pumping.
- B. Contractor shall demonstrate automatic pump switching and alarm system to the satisfaction of: the County inspector or Lift Stations Superintendent prior to beginning by-pass pumping. Satisfactory demonstration shall be documented by the inspector's, PM's or Lift Station Superintendent's dated signature on the posted copy of the approved Pumping Plan.

3.04 DAMAGE RESTORATION & REMEDIATION

- A. The Contractor shall be responsible for any pre-pump notifications, all restoration of pre-pump conditions and any damage caused by by-pass operations.
- B. Should there be an SSO caused by or as a direct result of the by-pass pumping, the contractor is responsible for all immediate & long term response, notifications, clean up, mitigation, etc. Copies of all written response plans, notifications, documentation, mitigation plans, etc., shall be submitted to the County Project Manager.

END OF SECTION

SECTION 03310 CONCRETE REPAIR

PART 1 GENERAL

1.01 WORK INCLUDED

Repair and patching of corroded, spalled or otherwise damaged concrete using a bonding agent and Portland cement based hydraulic cement.

County inspector must be on hand after concrete damage is exposed in order to help determine the area / extent of repairs to be made per Section 01030.

PART 2 PRODUCTS

2.01 BONDING / ANTI CORROSION AGENT

Duralprep A.C. as manufactured by Tamms Industries, is considered to conform to the requirements of this specification and has performed satisfactorily for bonding plastic Portland cement mortar/concrete to hardened Portland cement mortar/concrete or as an anti-corrosion coating for steel reinforcing within concrete. Comparable approved equal products may be used.

2.02 PATCHING COMPOUND

Speed Crete Red Line, as manufactured by Tamms Industries, 3835 State Route 72, Kirkland, IL. 60146, 1-800-862-2667, is considered to conform to the requirements of this specification. . Comparable approved equal products may be used.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Apply the properly mixed bonding agent material to the pre-dampened surface per manufacturer recommendations. Apply at a rate of approximately 60-80 sq. /gal. Scrub the mixed adhesive into the surface. Place the Portland cement mortar or concrete while the bonding agent is still wet or within the allowable contact time of 24 hours. Make sure to coat the underside of the steel. Apply by brush or spray two coats at 20 mils each. Allow 3-6 hours between applications at 75 degrees F. Install fresh mortar or concrete after the anti-corrosion coating has dried to the touch or within the allowable contact time of 24 hours.
- B. Apply the patching compound per manufacturer recommendations. Slightly overfill the patch, and following initial set, shave the material to conform to the contour of the surrounding surface and toward the common bonding edge between the patching material and the existing surface. Areas where the depth of the repair area to sound concrete, is greater than 2 inches can be repaired either with "neat" material or with repair material containing pea rock. If it is decided not to use pea rock and the patch depth is greater than 2 inches, the repair will require lifts of no more than 2 inches in thickness. The top surface of each lift shall be scored so as to produce a roughened surface for the next lift. The preceding lift should be allowed to reach final set before applying fresh material. The fresh mortar must be scrubbed into the preceding lift.

END OF SECTION

SECTION 05500 MISCELLANEOUS METAL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, equipment and incidentals required and install covers, grates, frames and other miscellaneous metals as shown on the Drawings and specified herein. The miscellaneous metal items include but are not limited to the following:
1. All metal frames, ladders, stairs, stair rails, floor opening frames including gratings and supports.
 2. Prefabricated access hatches and frames.
 3. Anchors and anchor bolts except those specified to be furnished with all equipment.
 4. Railings, posts and supports both interior and exterior.
 5. Comminutor or stop gate guide rail system.

1.02 COORDINATION

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

1.03 SHOP DRAWINGS AND SAMPLES

- A. Detail drawings, as provided for in the Contract Documents, showing sizes of members, method of assembly, anchorage, and connection to other members shall be submitted to the County for approval before fabrication.

1.04 FIELD MEASUREMENTS

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

1.05 REFERENCED SPECIFICATIONS

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

Structural Steel	ASTM A36
Welded & Seamless Steel Pipe	ASTM A53
Aluminum (Extruded Shapes)	6061-T6 (Alum. alloy)
Aluminum (Extruded Pipe)	6061-T6 (Alum. alloy)
Aluminum Bar Structural	6061-T6 (Alum. alloy)
Stainless Steel Bolts, Fasteners	AISI, Type 316
Stainless Steel Plate and Sheet, Wire	AISI, Type 316
Welding Rods for Steel	AWS Spec. for Arc Welding

PART 2 PRODUCTS

2.01 ANCHORS, BOLTS AND FASTENING DEVICES

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

2.02 STEEL ITEMS

- A. Any steel used in the wet well or access hatch shall be 316 or greater Stainless Steel.

PART 3 EXECUTION

3.01 FABRICATION

- A. All miscellaneous metal work shall be formed true to detail, with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture and free from defects impairing strength or durability.
- B. Connections and accessories shall be of sufficient strength to safely withstand stresses and strains to which they will be subjected. Steel accessories and connection to steel or cast iron shall be steel, unless otherwise specified. Threaded connections shall be made so that the threads are concealed by fitting.
- C. Welded joints shall be rigid and continuously welded or spot welded as specified or shown. The face of welds shall be dressed flush and smooth. Exposed joints shall be close fitting and jointed where least conspicuous.
- D. Welding of parts shall be in accordance with the Standard Code of Arc and Gas Welding in Building Construction of the AWS and shall only be done where shown, specified, or permitted by the County. All welding shall be done only by welders certified as to their ability to perform welding in accordance with the requirements of the AWS Code. Component parts of built-up members to be welded shall be adequately supported and clamped or held by other adequate means to hold the parts in proper relation for welding.
- D. Hinges, lifting handles, anchor bolts, etc. on the hatch shall be recessed as much as possible to reduce tripping hazards.

3.02 INSTALLATION

- A. Install all furnished items imbedded in concrete or other masonry. Items to be attached to concrete or masonry after such work is completed shall be installed in accordance with the details shown. Fastening to wood plugs in masonry will not be permitted. All dimensions shall be verified at the site before fabrication is started.
- B. All steel surfaces to come in contact with exposed concrete or masonry shall receive a protective coating of an approved heavy bitumastic troweling mastic applied in accordance with the manufacturer's instructions prior to installation or provide a 1/32-inch neophrene gasket between the steel surface and the concrete or masonry.
- C. Upon completion of the hatch installation, any concrete or other surfaces damaged, modified, or otherwise affected shall be restored to original condition to match the surrounding area.

END OF SECTION

SECTION 09970 SURFACE PROTECTION SPRAY SYSTEM

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required to install and test the coating system complete and ready for operation for the structures listed in the specifications and as shown on the Drawings.
- B. The work includes coating of all surfaces as shown and specified on the Drawings. This includes, but is not limited to stairs, walls, floors, concrete divider, concrete slabs, wet wells, and all other work obviously required to be coated unless otherwise specified herein or on the Drawings. The omission of minor items in the Schedule of Work shall not relieve the Contractor of his obligation to include such items where they come within the general intent of the Specification as stated herein.

1.02 RELATED WORK

- A. Bypass pumping is the responsibility of the General Contractor.
- B. Concrete surface cleaning in each lift station is the responsibility of the General contractor.
- C. Removal and offsite disposal of rubble is the responsibility of the General Contractor.

1.03 SUBMITTALS

- A. Submit to the County shop drawings and schedules of all surfacing systems and appurtenances required. Submit design data and specification data sheets listing all parameters used in the surfacing system design and thickness calculations based on applicable provisions of ASTM.
- B. Submit to the County the name of the surfacing supplier, a list of materials to be furnished, and the qualification (per 1.05 A) of the application contractor.

1.04 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)

ASTM D-638
ASTM D-790
- B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 QUALIFICATIONS

- A. The Contractor performing the surfacing work shall be fully qualified, experienced a minimum of seven years and equipped to complete this work expeditiously and in a satisfactory manner. The Contractor shall submit the following information to the County for review and approval before any surfacing work is performed.

1. The number of years of experience in performing this type of specialized work must be seven years minimum.
 2. Name of the surfacing manufacturer and supplier for this work and previous work listed below. The Contractor shall be an approved installer as certified and licensed by the surfacing manufacturer and equipment supplier.
 3. A list of clients that the Contractor has performed this type of work.
 - a. The list shall contain names and telephone numbers of persons who can be called to verify previous satisfactory performance.
 - b. Installation dates and a description of the actual work performed.
 - c. The surfacing manufacturer shall provide an installation list of his product used for similar sewer rehabilitation projects. The list shall provide the same information as required in paragraphs 3.a and 3.b above.
- B. The County reserves the right to approve or disapprove the Contractor, based on the submitted qualifications.

1.06 GUARANTEE

All surfacing shall be guaranteed by the Contractor for a period of five years from the date of acceptance. During this period, all defects discovered in the surfacing, as determined by the County, shall be repaired or replaced in a satisfactory manner at no cost to the County, this shall include, but is not limited to, all work and costs associated with the shut down of any pump stations and all bypass operations needed for the proper repairs to be made.

1.07 QUALITY ASSURANCE

- A. All surfacing products shall be from a single manufacturer. The supplier shall be responsible for the provisions of all test requirements specified in ASTM Standards D-638 and D-790 as applicable.
- B. The Contractor shall employ specialty workers who have proven ability to perform the Work included herein. This will consist of a minimum of two years or two project experiences installing this product. This is a requirement for each and every employee.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Care shall be taken in shipping, handling and placing to avoid damaging. Any material damaged in shipment shall be replaced as directed by the County.
- B. Any material showing deterioration, or which has been exposed to any other adverse storage condition that may have caused damage, even though no such damage can be seen, shall be marked as rejected and removed at once from the work.

PART 2 PRODUCTS

2.01 GENERAL

- A. The material sprayed onto the surface shall be a system formulated for the application within a sanitary sewer environment. The coating will exhibit suitable corrosion resistance to corrosive gases and fluids found within domestic sanitary sewage.
- B. When cured, the surface coating shall form a continuous, tight-fitting, hard, impermeable surfacing data which is suitable for sewer system service and chemically resistant to any chemicals or vapors normally found in domestic sewage.
- C. The surface shall be an integral part of the structure being rehabilitated after being placed and cured. The surface shall cover the complete interior of the existing structure. The surface shall provide a continuous watertight seal or barrier.
 - 1. The surface shall effectively seal the interior surfaces of the structure and prevent any penetration or leakage of groundwater infiltration.
 - 2. Provide water resistance data on surface based on ASTM Standards.

2.02 MATERIALS

- A. Approved materials include
 - 1. Aquatapoxy A-6 and Raven 405 epoxy by Raven Lining Systems
 - 2. Spraywall Urethane by Sprayroq
- B. Polyurethane spray application shall comply with the following specifications:

The cured urethane system shall conform to the minimum physical standards, as listed below. The long-term data is for a 50-year design life of the process.

<u>Cured Urethane</u>	<u>Standard</u>	<u>Long-Term Data</u>
Tensile Stress	ASTM D-638	5,000 psi
Flexural Stress	ASTM D-790	10,000 psi
Flexural Modulus	ASTM D-790	550,000 psi

- C. Epoxy spray application shall be 100% VOC free / 100% solids.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. The contractor shall clean each structure and shall dispose of any resulting material.
- B. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

- C. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.
- D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the protective coating to be applied.
- E. Surfaces to receive protective coating shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the protective coating and the substrate per the coating manufacturer's recommendations.
- F. Infiltration shall be stopped by using a material which is compatible with and is suitable for topcoating with the specified protective coating.
- G. All surfaces should be inspected by the Inspector during and after preparation and before the repair material is applied.
- H. No separate payment shall be made for any preparatory work required prior to application of the surface coating.

3.02 INSTALLATION

- A. The Contractor shall notify the Project Manager at least 48 hours in advance, giving the date, start time and estimated completion time for the work being conducted.
- B. The Contractor shall provide bypass pumping of sewage flows (as required) where and when the rehabilitation work is being performed. No flows will be permitted in the structure until the spray coating has properly cured to the manufacturer's specifications.
- C. The installation of the surface coating shall be in complete accordance with the applicable provisions of ASTM and the manufacturer's specifications. A representative of the manufacturer shall be present during the actual installation.
 - 1. Prior to placing the surface coating, the manufacturer's representative must approve the surface preparation work and installation conditions including temperatures.
 - 2. All surfaces shall be sufficiently smooth and even, to ensure good flow handling characteristics when complete.
 - 3. All surfaces shall have the surface coating applied to the required thickness by spray application.
- D. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, safety, and spray equipment.
- E. The spray equipment shall be specifically designed to accurately ratio and apply the specified protective coating materials and shall be regularly maintained and in proper working order.
- F. The protective coating material must be spray applied by a Certified Applicator of the protective coating manufacturer.
- G. Polyurethane spray application shall be applied such that all surfaces shall be coated in

accordance with the manufactures recommended thickness but not be less than 125 mils.

H. Epoxy spray application shall be applied such that all surfaces shall be coated in accordance with the following:

1. Specified surfaces shall be coated by spray application of a moisture tolerant, solvent-free, 100% solids, epoxy protective coating as further described herein. Spray application shall be to a minimum wet film thickness in accordance with the following table:

Concrete, New/Smooth	80-100 mils for immersion, 60-80 mils for atmospheric, splash and spill exposure
Concrete, Rough	100-125+ mils
Masonry/Brick	125-150+ mils
Steel	16-80 mils for immersion, 16-40 mils for atmospheric, splash and spill exposure; also profile dependent
Fiberglass Systems	40-60 mils tack coat, 9 oz/yd ² fabric, 40-60 mils top coat. Varies with circumstances

2. Airless spray application equipment approved by the coating manufacturer shall be used to apply each coat of the protective coating. Air assisted spray application equipment may be acceptable, especially for thinner coats (<10 mils), only if the air source is filtered to completely remove all oil and water.
3. If necessary, subsequent topcoating or additional coats of the protective coating should occur as soon as the basecoat becomes tack free, ideally within 12 hours but no later than the recoat window for the specified products. Additional surface preparation procedures will be required if this recoat window is exceeded.

3.03 FIELD TESTING AND ACCEPTANCE

- A. Field acceptance of surface coatings shall be based on the County's evaluation of the proper surfacing of the structure and the appropriate installation and curing test data along with review of the structure inspections.
- B. The surface coatings shall provide a continuous monolithic surfacing with uniform thickness throughout the structure interior. If the thickness of the coating surface is not uniform or is less than specified, it shall be repaired or replaced at no additional cost to the County.
 1. The County will measure the surface cured thickness from a specimen retrieved by the Contractor. The Contractor shall retrieve the specimen by physically cutting through the surfacing (by drilling or coring). There will be up to three thickness measurement locations in each structure. A suitable non-destructive type of thickness measurement may also be used.

2. All the surface coating thickness measurement locations shall be repaired by the Contractor in accordance with the manufacturer's recommendations. These repairs shall be included in the five year surface coating guarantee.
- C. All pipe connections shall be open and clear.
- D. There shall be no cracks, voids, pinholes, uncured spots, dry spots, lifts, delaminations or other type defects.
- E. If any defective surface coating is discovered after it has been installed, it shall be repaired or replaced in a satisfactory manner within 72 hours and at no additional cost to the County. This requirement shall apply for the entire five year guarantee period.

END OF SECTION

SECTION 13350A WET WELL CLEANING

PART 1 GENERAL

1.01 SCOPE

A. Description

The Contractor shall provide the necessary labor and equipment for the removal of waste generated from Sanitary Sewage Lift Station Wet Wells. Cleaning of the sewer wet wells will be conducted at the direction of the County.

B. Work Included

The successful bidder will provide services for the “total elimination” of the waste within the wet well. Cleaning shall include stopping the flow into the station, the physical removal of all floating material, grease/oil, organic compounds, bottom sediment, grit, and materials that have collected on the walls, floor, and all other extraneous materials within said wet wells, are cleaned from the lift station structure and all items within. Vacuum Trucks with the ability to remove the sludge, dirt, grease, etc. from the interior walls and bottom of the wet well.

1.02 EQUIPMENT

- A. All cleaning machines must be capable of efficient, reliable operation. A high-pressure water washing or wet abrasive sand blasting, use 3500-psi water pressure, minimum. Remove dirt, oil, loose concrete, any previously applied coatings (except liners) or other deleterious materials.

1.03 CLEANING

- A. Continue the cleaning procedures using pressure washing and/or mechanical methods until a uniform and sound profile is obtained. All contractors shall be expected to have and make available extension equipment on an as needed basis in order to properly clean deeper basins. Actual operation of equipment may need to be witnessed/verified by the inspector upon and prior to awarding a purchase order for this requirement.
- B. Each respondent is required to submit satisfactory evidence as part of their bid proposal demonstrating their experience for Wet Well Cleaning
- C. The Removal and Disposal of all material from the Wet Wells is the responsibility of the Contractor. The cost for this shall be included in the bid price. No dumping or stock piling of these materials will be allowed at any of the lift stations.
- D. The Contractor is fully responsible for compliance with all Federal, State, and local laws, including but not limited to the OSHA Confined Space Entry regulations.

- E. Existing liner, control floats and/or pressure transmitters located in each wet well must be protected from damage by the Contractor during his/her operations. Any damage done to the liner, floats and/or pressure transmitters must be immediately repaired by the Contractor at his/her expense.
- F. Some of the wet wells are configured to allow for direct vertical access; some will require flexible suction lines and/or bends. The Contractor must remove and replace grating in the wet wells to allow for complete and total access to all areas of the wet wells for the removal of grease, grit, and other material. No additional compensation will be allowed for special piping, rigging, etc. required to complete the work.
- G. See plans for the approximate dimensions of each wet well.
- H. Each lift pump station is considered to be a locked, secure facility. Access will need to be arranged through the Wastewater Superintendent accordingly.
- I. The Contractor, at his/her sole risk, may store his/her equipment at the lift stations during the project. Insurance for said equipment will be the responsibility of the contractor/equipment owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 16050 ELECTRICAL - GENERAL PROVISIONS

PART 1 GENERAL

1.01 SCOPE OF WORK

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

1.02 CODES, INSPECTIONS AND FEES

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

1.03 TESTS

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

1.04 CUTTING AND PATCHING

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

1.05 INTERPRETATION OF DRAWINGS

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

1.06 SUBMITTALS

- A. As specified under Section 01340 of these Specifications, the Contractor shall submit shop drawings and/or manufacturer's cut sheets for approval of all materials, equipment, devices, apparatus, and other items as required by the County.
 - 1. Prior to submittal by the Contractor, all shop drawings shall be checked for accuracy and Contract requirements. Shop drawings shall bear the date checked and shall be accompanied by a statement that the shop drawings have been examined for conformity to the Specifications and Contract Drawings. This statement shall also list all discrepancies with the Specifications and Contract Drawings. Shop drawings not so checked and noted shall be returned unchecked by the County.
 - 2. The County's check shall be only for conformance with the design concept of the Project and compliance with the Specifications and Contract Drawings. The responsibility for, or the necessity of, furnishing materials and workmanship required by the Specifications and Contract Drawings which may not be indicated on the shop drawings is included under the work of this Section.
 - 3. No material shall be ordered, no equipment manufacturing shall be started, nor shall

any shop work/fabrication commence until the County has approved the shop drawings. Any deviation from this requirement of the Specifications shall be entirely at the risk and expense of the Contractor without any additional cost to the County.

1.07 MANUFACTURER'S SERVICES

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

1.11 MATERIALS

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

1.12 GUARANTEES AND WARRANTIES

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

END OF SECTION

SECTION 16108 MISCELLANEOUS EQUIPMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish and install comminutor called out.
- B. Replace all fiberglass floor grating panels
- C. Replace all stair, handrail, tread, or other structural fiberglass shapes as needed and directed by County.
- D. Replace channel stop gates and stop gate guides.

PART 2 PRODUCTS

2.01 COMMINUTOR

DM-T15 TURBO DIMMINUTOR ® OPEN CHANNEL COMMINUTOR

- 1. Heavy-Duty Ductile Iron Body Housing, Cantilevered Drive, Stainless Steel Stationary Screen, "Clear-Slot" Screen Clearing; Mechanical Seal - located above cutters; Harden Stainless Steel Stationary and Rotary Cutters; Oil Bath Spindle Lubrication; All Hardware to be 316 Stainless Steel; blast clean and two coats (5 mil per coat) of Tnemec Series 69 Hi-Build Epoxoline II epoxy paint coated ductile surfaces; Sealed Gear Reducer, (1)-3 HP Explosion Proof 230v/460v/3ph/60hz Submersible Electric Motor w/ 60' of Internal Power Cable & 316 SS Lift Bail.
- 2. One (1) CF3000 Channel Frame, 316 Stainless Steel.
- 3. One (1) Model S25060 Automatic Reversing Controller in NEMA 4x Fiberglass Enclosure accepting 230v/460v/3ph/60hz Input Power, includes IEC Starters w/ overcurrent protection, jam-sensing current transformer, and micro-PCL with auto reverse.

2.02 STRUCTURAL FIBERGLASS

- A. Fiberglass Shapes, grating and stairs shall be pultruded grey vinyl ester (Series 1625 by IKG Borden or approved equal). All cut edges and holes shall be sealed with the appropriate resin to prevent corrosive attack. All walking surfaces shall have a non-slip finish. All bolts, nuts, washers, and other steel hardware shall be type 316 stainless steel. All shapes shall be color pigmented "Safety Yellow" throughout the laminate and shall be polyurethane coated. Material shall meet UL-94-VO, ASTM-D-635 at no ignition, and CL 1 flame rate of 25 or less per ASTM-E-84.
- B. Guardrail shall meet specifications ANSI-A-12-1 and OSHA-PP-1910.23 "Guardrail Floor and Wall Openings". Post will be continuous 2" square x 1/4" wall tube with a solid core for the lower part. Post tubes shall not be pierced. Rails are 2 1/4" square by 1/8" wall tube bonded and bolted to the posts with 316 stainless steel 1/4" grip dowels and 18-8 fasteners.

2.03 CHANNEL STOP GATE

- A. Channel stop gate assembly shall consist of a support/guide rail system embedded in the

channel wall and a stop gate panel that can be raised or lowered within the flow channel to stop the flow.

- B. The gate shall be constructed of aluminum panel with appropriate structure and stiffeners to handle the hydraulic loading of holding back full channel flow. Gate shall have both a handle and a lifting bale for a hoist to slide it up the guides far enough to open the full channel width and depth. The gate does not need to stop the flow 100% so shall not include rubber seals, flaps, or gaskets.
- C. The imbedded guide system shall be constructed of 316 stainless steel and anchored to the concrete in addition to the embedment. The guide channel opening shall provide adequate clearance to maximize ease of lifting without binding. Synthetic full length pads may be included to decrease the force required to lift the gate when under full flow loading.
- D. The detail shown on the drawings is an example only, actual design shall be submitted and approved prior to installation.

PART 3 **EXECUTION**
(NOT USED)

END OF SECTION

SECTION 16110 CONDUITS AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

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

1.02 SUBMITTALS

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

1.03 APPLICATIONS

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

PART 2 PRODUCTS

2.01 MATERIALS

A. Rigid Conduit

- 1. Rigid steel conduit shall be hot-dipped galvanized as manufactured by the Youngstown

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

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

PART 3 EXECUTION

3.01 INSTALLATION

- A. No conduit smaller than 3/4-inch electrical trade size shall be used nor shall either 1-1/4-inch conduit or 3-1/2-inch conduit be used. Minimum size underground, under slab or in-slab shall be 1-inch.
- B. No wires shall be pulled until the individual conduit runs are complete in all details. Additionally, each conduit shall be cleaned and reamed and certified clear of all burrs and obstructions before any wire is pulled.
- C. The ends of all conduits shall be tightly capped to exclude dust and moisture during construction.
- D. For all galvanized steel conduits, the field-cut threads shall be thoroughly cleaned and coated with a cold galvanizing compound which contains 95% pure zinc metal. The galvanizing compound shall be as manufactured by ZRC Products Company, or approved equal. This treatment shall also be used on any nipples, elbows, etc., that are not supplied with galvanized threads.
- E. Conduits shall be supported at intervals of 8-feet or less, as required to obtain a rigid installation.
- F. Exposed conduits shall be run parallel with and/or perpendicular to the surrounding surface(s). No diagonal runs will be allowed.

- G. Single conduits shall be supported by one-hole pipe clamps in combination with one-screw backplates to provide space between the conduits and the mounting surface.
- H. Multiple horizontal runs of conduits shall be supported by trapeze type hangers (channel) suspended by threaded rod, 3/8-inch minimum diameter.
- I. Multiple vertical runs of conduits shall be supported by structurally mounted channel in combination with conduit clamps.
- J. Conduit support devices shall be attached to structural steel by welding or beam or channel clamps as indicated on the Contract Drawings.
- K. Conduit support devices shall be attached to concrete surfaces by "spot type" concrete inserts.
- L. Conduits terminating in pressed steel boxes shall have double locknuts and insulated bushings.
- M. Conduits terminating in gasketed enclosures shall be terminated with conduit hubs.
- N. Conduit wall seals, waterproof type, shall be used at all locations where conduits penetrate walls.
- O. Liquidtight, flexible conduit - metal or non-metallic as shown on the Contract Drawings - shall be used for all motor terminations and for all connections/terminations where vibration is anticipated.
- P. Flexible couplings shall be used in hazardous locations for all motor terminations and for all connections/terminations where vibration is anticipated.
- Q. Conduit stubouts for future construction shall be capped at both ends with threaded PVC conduit caps.
- R. The cement used for PVC conduit installations shall be as manufactured by Carlon, or approved equal.
- S. Galvanized steel conduits entering manholes and/or below grade pull boxes shall be terminated with grounding type bushings which shall be connected to a 5/8-inch by 10-foot long driven ground rod with No. 6 AWG bare copper wire.
- T. Galvanized rigid steel conduit shall be used for all risers. The underground portion of the riser and a 12-inch section of the riser immediately above the ground or slab/floor level shall be painted with a bitumastic coating.
- U. The use of electrical metallic tubing shall be restricted to low voltage applications (600V or less) in non-process areas where specifically approved by the County on a "per installation" basis - e.g., above suspended ceilings in office areas.

3.02 GUARANTEES AND WARRANTIES

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

END OF SECTION

SECTION 16120 WIRES AND CABLES

PART 1 GENERAL

1.01 SCOPE OF WORK

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

1.02 SUBMITTALS

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

1.03 APPLICATIONS

- A. The wire for lighting and receptacle circuits shall be type THHN/THWN, stranded.
- B. The wire for all power circuits and motor leads shall be type THHN/THWN, stranded.
- C. Single conductor wires for control, indication and metering shall be type THHN/THWN, No. 14 AWG, stranded.
- D. Multiconductor control cable shall be No. 14 AWG, stranded.
- E. The wire for process instrumentation shall be No. 16 AWG, stranded.

1.04 MINIMUM SIZES

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

PART 2 PRODUCTS

2.01 MATERIALS

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

2.02 600 VOLT WIRE AND CABLE

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

2.03 INSTRUMENTATION AND CONTROL WIRING

- A. Process instrumentation wiring shall be No. 16 AWG stranded twisted pair, 600 Volt, cross-linked polyethylene insulated, aluminum tape shielded, PVC jacketed. Multiconductor cables with individually twisted pairs shall be installed where shown on the Contract Drawings.
- B. Multiconductor control cables shall be No. 14 AWG, stranded, 600 Volt, cross-linked polyethylene insulated, PVC jacketed.
- C. Instrumentation and control wiring shall be as manufactured by Belden, Alpha, or approved equal.

2.04 5KV CABLES

- A. All 5KV cables shall be manufactured and tested in accordance with ICEA Publication No. 5066-524 and AEIC No. 5, latest revisions.
- B. 5KV cables shall be single conductor, stranded, shielded, cross-linked polyethylene insulated, PVC jacketed, 133% insulation level, ungrounded.
- C. 5KV cables shall be as manufactured by Anixter, or approved equal.

2.05 5KV CABLE TERMINATIONS AND SPLICES

- A. Both ends of 5KV cables shall be terminated in accordance with IEEE Standard 48, Class 1.
- B. Terminations shall be of the preformed stress cone type, shall be approved by the cable manufacturer for use with his cable, and shall be as manufactured by Anixter, or approved equal.
- C. Unless otherwise shown or indicated on the Contract Drawing, no splices may be made in the 5KV cables without the prior written approval of the County.
- D. Where splicing is permitted, the splicing methods and materials shall be approved by the cable manufacturer for use with his cable and shall be as manufactured by Anixter, or approved equal.
- E. All 5KV cable terminations and splices shall be made by a qualified and certified high/medium voltage cable splicer whose qualifications shall be submitted to the County for approval before any work is begun.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Wires and cables shall be sized as shown on the Contract Drawings and/or, where applicable, sized to match existing wiring.
- B. All conductors shall be carefully handled to avoid kinks or damage to the insulation.
- C. Lubricants or pulling compounds shall be used to facilitate wire pulling. Such lubricants/compounds shall be U.L. listed for use with the insulation specified.
- D. Use pulling means - fish-tape, cable, rope, basket weave wire/cable grips, etc. - which will not damage the wire/cable insulation or the raceway.
- E. Shielded instrumentation wire shall be installed from terminal to terminal with no splicing at any intermediate point.
- F. Shielded instrumentation wire shall be installed in rigid steel conduit and pull boxes that contain only instrumentation cables. Instrumentation cables shall be separated from control cables in manholes.
- G. Shielding on instrumentation cables shall be grounded at the transmitter end only.
- H. All new wires and cables shall be continuous and without splices between points of connection to equipment terminals. However, the County will permit a splice provided that the length between the connection points exceeds the greatest standard shipping length available from the submitted manufacturer and no other manufacturer acceptable to the County is able to furnish wires or cables of the required length.
- I. All 600 volt wire and cable connections shall be made using compression type connectors. Insulated connectors shall be used for all terminations. The connections shall be made so that both the conductivity and the insulation resistance shall be not less than that of the uncut conductor.
- J. All 5KV cable connections shall be made using approved terminators.
- K. 5KV cables exposed in manholes, vaults, pull boxes, switchgear and other areas where the cables are not protected by conduits shall be fireproofed using fireproof tape and/or glass tape in accordance with the manufacturer's recommendations and instructions. Fireproofing using asbestos tape shall not be used.
- L. All wires shall be numbered at both ends and at all intermediate junction points. Screw type terminations shall be made with forked tongue (spade), self-insulated, crimp terminals. All other wire terminations shall be made on appropriate terminal strips.

3.02 TESTS

- A. Upon the completion of the pulling-in of and prior to the terminating/connecting of the 600 Volt wiring, all wires shall be individually checked and tested for continuity and short circuits, and each wire/cable shall be meggered to check insulation resistance. The test voltage shall be not less than 500 Volts. Three (3) copies of these test results shall be submitted to the County.

- B. Similarly, the 5KV cables shall also be tested, except that a 15 minute test shall also be made using a DC voltage not less than 80% of that used for the factory tests. A plot of leakage current versus voltage shall be made and three (3) copies of the test results shall be submitted to the County.
- C. An authorized representative(s) of the County shall witness all testing. The County shall be notified at least two (2) days in advance of the testing.
- D. Any faulty conditions and/or shortcomings found during the testing shall be corrected at no cost to the County. However, a retest to demonstrate compliance shall be conducted before any hook-ups or terminations are made. Any such requisite retesting shall be witnessed by an authorized representative(s) of the County.

3.03 GUARANTEES AND WARRANTIES

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

END OF SECTION

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

MANATEE COUNTY (AS OWNER)

and

_____ (AS CONTRACTOR)

**CONSTRUCTION AGREEMENT FOR
STIPULATED SUM**

Agreement No. 16-0698DC Master Lift Station N1B Dimminutor Replacement

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

WHEREAS, the Owner intends to construct [XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX], the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

WHEREAS, in response to Owner’s Invitation for Bid No. XXXXXX (the “IFB”), Contractor has submitted its Bid (the “Contractor’s Bid”) to provide the aforementioned construction services.

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

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

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

3. Date of Commencement and Substantial Completion.

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

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

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

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

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

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

4. Contract Sum.

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

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

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

5. Payments.

A. Progress Payments.

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

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

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

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

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

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

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

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

6. Termination or Suspension.

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

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

7. Other Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Amendments; Waivers; Assignment.

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

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

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

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

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

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

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

15. Construction.

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

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

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

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

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

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

To the Owner:

Email: _____

To the Contractor:

Email: _____

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

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

Exhibit A—Title(s) of Drawings

Exhibit B—Title(s) of Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

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

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

Name of Contractor

By: _____

Printed Name: _____

Title: _____

Date: _____

MANATEE COUNTY, a political subdivision
of the State of Florida

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

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GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

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

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

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

C. Architect/Engineer: _____, a _____ corporation, registered and licensed to do business in the State of Florida.

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

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

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

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

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

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

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

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and

include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GG. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that

individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

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

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

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

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

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

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

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

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

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

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

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

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

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

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

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

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of

professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

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

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

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

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

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

testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

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

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

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

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

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall

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

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

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

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

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

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

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

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review.

Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

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

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

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

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

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

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

O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in

connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

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

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

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

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

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

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

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

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

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

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

arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.

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

V. Interfacing.

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

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

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

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

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

- (1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.
- (2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.
- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.

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

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

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

CC. Job Requirements.

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

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

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

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

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

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

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

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

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

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

ARTICLE III COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V CHANGES IN WORK

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

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

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

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

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

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

5.6 Change Orders; Adjustments to Contract Sum.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1 General.

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

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

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

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

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

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

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

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

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

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

ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX INDEMNITY

9.1 Indemnity.

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

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

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

ARTICLE X

ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE XI

PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

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

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

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

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

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

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

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

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

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

ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

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

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

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

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

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

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

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

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

ARTICLE XIII

REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV TERMINATION AND SUSPENSION

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
Title(s) of Drawings

Exhibit B
Title(s) of Specifications

Exhibit C
Affidavit of No Conflict

Exhibit D
Contractor's Certificate(s) of Insurance

Exhibit E
Contractor's Payment and Performance Bond

Exhibit F
Standard Forms